



AGENDA CITY COUNCIL MEETING

April 7, 2025 - 6:00 PM
City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via [Teams Meeting](#), Meeting ID: 233 404 537 029 or by calling Toll Number 1-323-433-2142; Conference ID: 660 796 843#. 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. CricHub Sports Academy Scholarship Fund Donation
 - b. 2025 Arbor Day Proclamation
 - c. Public Works Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 03/17/2025 City Council Meeting
 - c. Minutes of the 03/24/2025 Work Session Meeting
 - d. Amendment Number One to Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway, CIP 26-15
 - e. Vonage Phone System Renewal
 - f. Resolution Approving Municipal State-Aid Street System Revisions
 - g. Supplemental Agreement with SEH for Professional Services for Citywide Trail Gaps Improvements (Phase II)
 - h. Contract for Roof Replacement at the Heritage Center
 - i. Proposal for Professional Planning and Design Services with ISG, Inc. for East Community Park Phase II
 - j. Agreement with Blue Water Science for Professional Services for Lake Management

City Council Meeting Agenda
April 7, 2025

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- k. Supplemental Agreement with WSB for Professional Services for Rough Fish Assessment and Management on East Lake
 - l. Contract for Stump Removal Services
 - m. Purchase of Water Meters
 - n. Professional Services Agreement with CNH Architects
 - o. Contract for Street Surface Sealing
 - p. Agreement with Davey Resource Group for Professional Services for Vegetation Management
 - q. Resolution Approving Charitable Gambling for Lakeville Soccer Club
 - r. Temporary on-sale liquor license to Dakota Curling Club
 - s. Agreement with JustFoia for Public Records Request Management
 - t. Resolution Appointing Kristy Harms to the Lakeville Area Arts Center Advisory Board
 - u. Brookshire 2nd Addition Encroachment Agreement
 - v. WaterSmart Customer Portal Annual Renewal
 - w. Park Restroom Cleaning Services Agreement with Vanguard Cleaning Systems of MN.
7. Action Items
- a. Public Hearing and Award of Contract for the 2025 Street Reconstruction/Rehabilitation Improvement Project 25-02
 - b. Public Hearing for Vacation of Drainage and Utility Easements and Spirit of Brandtjen Farm 25th Addition Preliminary Plat and PUD Amendment
 - c. Public Hearing and Resolution Adopting Assessment For Unpaid Special Charges
 - d. Lord of Life Townhomes Preliminary Plat, Variance, and Easement Vacation
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Regular City Council Meeting April 21, 2025
 - b. Next Work Session Meeting April 28, 2025
11. Adjourn



Date: 4/7/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325524-	\$2,087,182.63
	325684	
ACH/EFT	20140-	\$2,903,500.34
	20330	
Total		\$4,990,682.97

The City Council will receive a list of expenditures paid (claims detail) and it is available to the public upon request. The City is the fiscal agent for Lakeville Arenas and Dakota 911 and processes accounts payable invoices and payments which is not included in the total above.

Supporting Information

1. 03.25.25CKSUM-ACH-EFT
2. 03.25.25CKSUM-Checks
3. Check Register 03.25.25 for Apr 7, 2025 Council Mtg - ACH-EFT
4. Check Register 03.25.25 for Apr 7, 2025 Council Mtg - Checks

Financial Impact: \$4,990,682.97 **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	347,967.71
2000 COMMUNICATIONS FUND	6,783.32
4000 BUILDING FUND	6,575.48
4100 EQUIPMENT FUND	222,254.93
4200 PARK DEDICATION FUND	40,878.70
4720 2024 A PARK BONDS	8,636.01
5200 STATE AID CONSTRUCTION FUND	1,245.80
5300 PAVEMENT MANAGEMENT FUND	1,800.00
5500 WATER TRUNK FUND	2,541.00
7450 ENVIRONMENTAL RESOURCES FUND	37,338.65
7550 UTILITY FISCAL ADMINISTRATION	(342.50)
7575 STREET LIGHTING FUND	79.90
7600 WATER FUND	108,978.11
7700 SEWER FUND	194,093.71
7800 LIQUOR FUND	562,783.85
8000 ESCROW FUND	1,675.50
8910 ESCROW - DCA/SECTION 125	3,610.71
8970 LAKEVILLE ARENAS - OPERATIONS	887.60
9800 PAYROLL CLEARING FUND	1,355,711.86
Report Total:	2,903,500.34

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	279,048.51
2000 COMMUNICATIONS FUND	11,740.27
4000 BUILDING FUND	92,285.85
4100 EQUIPMENT FUND	42,367.59
4125 TECHNOLOGY FUND	470.00
4720 2024 A PARK BONDS	180,500.00
5200 STATE AID CONSTRUCTION FUND	699,883.92
7450 ENVIRONMENTAL RESOURCES FUND	194.10
7575 STREET LIGHTING FUND	67,574.21
7600 WATER FUND	50,945.58
7700 SEWER FUND	473,091.36
7800 LIQUOR FUND	160,230.99
7900 MUNICIPAL RESERVES FUND	16,212.55
8000 ESCROW FUND	11,913.75
9800 PAYROLL CLEARING FUND	723.95
Report Total:	2,087,182.63



MINUTES CITY COUNCIL MEETING

**March 17, 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; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director.

3. Citizen Comments

Kurt Mecus 17265 North Creek Lane: Asked Council to implement a "jake brake" ordinance. He told Council that he spoke with Dakota County and was told if Lakeville passes an ordinance the County will make the signs.

4. Additional agenda information

5. Presentations/Introductions

a. Proclamation recognizing Kilo the K9 on his retirement and honoring Sergeant Tom Danielson for his service

Council read a proclamation recognizing Kilo and Sergeant Danielson for their service to the City of Lakeville. Chief Paulson presented a plaque to Sergeant Danielson that recognized his and Kilo's service and dedication to promoting safety within the Lakeville community.

6. Consent Agenda

Motion was made by Bermel, seconded by Wolter, to approve the Consent Agenda. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

- a. Check Register Summary**
- b. Minutes of the 03/03/2025 City Council Meeting**
- c. Resolution Approving Active Transportation Program Grant Agreement With the Minnesota Department of Transportation for 185th Street Expansion Between Kenwood Trail and Ipava Avenue**
- d. Acceptance of Donation from Mona and Phil Bachman to the Lakeville Fire Department**
- e. Antlers Park Landscape Services Contract with Jeff Reisinger Lawn Service, Inc.**
- f. Park Mowing & Landscape Services Contract with VonBank Lawn Care, Inc.**
- g. Resolution Calling a Public Hearing on Proposed Assessments for City Improvement Project 25-02**
- h. 2025 Miscellaneous Improvements Project Award of Construction Contract**
- i. Resolution Authorizing Continued Participation in the Dakota County Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant Entitlement Programs for Fiscal Years 2026 through 2028**
- j. Agreement with Seal King for Trail Crack Sealing**
- k. Approval of Local Affordable Housing Aid Agreement**
- l. Airlake DEA Final Plat**
- m. Contract for Right of Way and Parks Tree Planting Services**
- n. Contract for 2025 Spring Park Tree Planting Services**

- o. Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication**
- p. Resolution Appointing Members to Advisory Boards, Committees, and Commissions**
- q. Resolutions Approving Changes to the Lakeville Area Arts Center Advisory Board and the Parks, Recreation and Natural Resources Advisory Committee**
- r. Resolution Amending the 2024 General Fund Budget**

7. Action Items

a. Marketplace at Cedar Preliminary Plat and Conditional Use Permit

Lakeville Community Development Director Tina Goodroad introduced Jay Moore from Oppidan Investment Company to present to Council. They requested the preliminary approval of nine commercial lots and five outlots to be known as Marketplace at Cedar. They also requested a conditional use permit to have a lot without public street frontage. This area will provide a variety of businesses. The Planning Commission recommended approval of these requests.

Council found it exciting to see this corner being developed in a way that meets the wants and needs for more retail options in Lakeville.

Motion was made by Lee, seconded by Bermel, to approve the following: Marketplace at Cedar Preliminary Plat and Conditional Use Permit

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

b. Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$22,250,000 General Obligation Bonds, Series 2025A

Finance Director Julie Stahl presented to Council about our positive bond sale earlier in the day. She also informed Council that Moody's confirmed our Aaa bond rating. Jessica Green, Managing Director at Northland Securities, also presented to the Council regarding the bond sale. She gave an overview of the sale and announced that we received thirteen bids and that Piper Sandler from Minneapolis is the apparent low bidder.

Council was curious as to why we received as many bids as we did. Green noted that the size of the bonds was attractive and drew national attention. The number of bids reflected that the City is very strong, which was further shown by Moody's rating.

Motion was made by Wolter, seconded by Volk, to approve the following: Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$22,250,000 General Obligation Bonds, Series 2025A.

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

8. Unfinished Business

9. New Business

10. Announcements

a. Next Work Session March, 24, 2025

b. Next City Council Meeting April 7, 2025

11. Adjourn

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

Mayor Hellier adjourned the meeting at 6:26 p.m.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

March 24, 2025 - 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; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Jim Puncochar, Commander; Tana Wold; Liquor Operations Director

2. Citizen Comments

None

3. Discussion Items

a. Heritage Liquor Store Study

Liquor Operations Director Tana Wold introduced Robert Strachota and Jackson Wiberg from the Shenehon Company.

Mr. Strachota explained that the current lease for the Heritage Liquor store is set to expire in June 2027. His firm conducted a comprehensive market study to assess the suitability of the current location and, if necessary, identify alternative locations in coordination with Lakeville's other three stores. The study proves that the Heritage Liquor store is the top performer despite having the smallest square footage. If the store had more room, they could keep more products on site and maximize sales. The population will continue to drive the demand, and the city is missing revenue because this store is not meeting the demand.

The City Council explored four possibilities:

1. Continuing to lease the current location
2. Continue to lease the current location with an expansion
3. Purchase the existing store and expand the space
4. Construction of a new store on nearby available land parcels

The Council directed staff to talk to landowners in the area and explore possible options. If the Council decides not to build, the City could still sell the property.

b. Fourth Quarter 2024 Preliminary General Fund Financial Report

Finance Director Stahl presented the 2024 fourth-quarter financial report, which shows variances between the amended and estimated budgets.

c. Social Host Ordinance

Commander Puncochar presented a draft amendment to Lakeville's social host ordinance (5-7) that discourages underage possession and consumption of alcohol, even within the confines of a private residence. The ordinance is designed to hold persons responsible who host events or gatherings where underage persons possess or consume alcohol, whether the person hosting the event supplied the alcohol or not.

Given the changes to state law, as it relates to cannabis, consideration should be given to incorporating this into the existing social host ordinance, as both alcohol and cannabis can be consumed legally by persons of a certain age.

The City Council supported this amendment.

d. Leash Law Discussion

Commander Puncochar explained the challenges to the current leash law ordinance on controlling dogs in our community. City ordinance (5-1-9) states that dogs must be controlled by a leash not exceeding 25 ft. in length unless a dog has passed a suitable training program and is under voice control of the handler, except when a pedestrian approaches within 100 ft. Some residents have requested that the ordinance be amended to require dogs to be leashed at all times in public areas to minimize conflict with other dogs or pedestrians.

As with other misdemeanor offenses, generally, any violation must be witnessed by an officer or community service officer to be enforced by citation. Many times, the complaint comes in, and the situation has changed by the time the officer arrives, or the dog or dog owner is no longer in the area. This makes it impossible to enforce.

The City Council discussed potential modifications, such as adding an electric collar component, eliminating the off-leash component altogether, and designating certain park areas as "on-leash only."

Parks and Recreation Director Joe Masiarchin added that the master plans include a couple of drafts that would identify areas for an "off-leash" dog park.

Laxmi Iyengar, 16281 Duskwood Trail, addressed the City Council and asked them to consider a leash law. She had a bad experience with a dog attack and fears that kids will be afraid to visit the parks because of the dogs who are not leashed.

Mary Jane Haschig, 16277 Duskwood Trail, addressed the City Council. She added that many cities have adopted leash laws and would like Lakeville to consider them.

Mike Glen, Judicial Road, added that he is more concerned about the cats not being leashed in the city. The cats are eliminating the songbirds.

The City Council directed staff to consider a simplified leash law and areas for "off-leash" dog parks in Lakeville.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

Bermel - attended the I-35 Solutions Alliance meeting and the Airlake Advisory Commission Meeting

Hellier - attended Public Safety Day at the Regional Meeting of Mayors and reported that the MLC will be meeting with Governor Walz; ALF has invited the Mayor and City Administrator to tour their offices, and the Mayor asked Councilmember Lee to attend

Lee - shared the 2025 Market Value Update from Commissioner Mary Liz Holberg and attended the Access and Issues Meeting.

6. Adjourn

Motion was made by Bermel, seconded by Wolter, to adjourn at 7:30 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: 4/7/2025

**Amendment Number One to Supplemental Agreement with WSB for Professional Services
for Lake Marion Greenway, CIP 26-15**

Proposed Action

Staff recommends adoption of the following motion: Move to approve amendment number one to Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway, CIP 26-15.

Overview

The construction of the Lake Marion Greenway project is a joint partnership between the City and Dakota County. The project includes trail connectivity construction and improvements from downtown Lakeville to Ritter Farm Park. Once completed, the greenway will travel 20 miles through Burnsville, Credit River Township, Farmington, Lakeville and Savage.

WSB has completed a feasibility study for the project and is providing professional services for the project. The attached amendment to their agreement with the City includes additional scope of work to include the development and design of two trailheads as part of the Lake Marion Greenway project. The trailheads will be located in Downtown Lakeville and Ritter Farm Park. Amenities at the trailheads could include bike racks, wayfinding signs, fix-it station, drinking fountain, restrooms and landscaping.

The cost of these services shall not exceed \$23,626.00 for the development and design of two trailheads.

Supporting Information

1. Amendment Number One to Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway

Financial Impact: \$23,626.00 **Budgeted:** Yes **Source:** Trail Improvement Fund and Dakota County

Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Joe Masiarchin, Parks and Recreation Director



March 17, 2025

Mr. Joe Masiarchin
Parks & Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**RE: Lake Marion Greenway Improvements Phase 1 (Preliminary and
Final Engineering), CP 26-15
Amendment No. 1: Trailhead Development**

Dear Mr. Masiarchin

On behalf of WSB we are pleased to submit this Amendment for Professional Services Agreement, dated January 21, 2025, to provide engineering services to the City. Specifically, our services will include project management and trailhead development/design.

WSB will provide the services as outlined in the attached **"Scope of Work: Lake Marion Greenway 2025 Trailhead Development"**

PROPOSED FEE

Our budget was developed based on our understanding of the scope and experience with past construction projects in the City of Lakeville. We estimate an hourly not to exceed fee of **\$23,626**.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact DJ Sosa at (612) 214-9244 | dsosa@wsbeng.com. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

DJ Sosa, PE
Principal/Sr. Project Manager

Monica Heil, PE
Vice President of Municipal Services

Attachments

Cc: Travis Wieber, WSB
Candace Amberg, WSB

ACCEPTED BY:

City of Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk

Draft Scope of Work – Lake Marion Greenway 2025 Trailhead Development

WSB will amend the Contract and complete the tasks listed below to include two trailhead developments as part of the Lake Marion Greenway Trail project.

1. Project Management, Coordination, and Quality Control/Quality Assurance

Task 1 will involve overall project management, including coordination with the City of Lakeville, and quality control/quality assurance to ensure the final deliverables meet required standards.

2. Trailhead Development

Task 2 will involve development of two trailheads as part of the Lake Marion Greenway Trail corridor final design.

Assumptions & Exclusions:

- It is assumed the trailhead in the downtown Lakeville will not include a restroom facility but will contain pavements, bike racks, benches, receptacles, kiosk per the Dakota County Wayfinding sign design, fix-it station, drinking fountain, a security light, and landscaping.
- It is assumed the trailhead in Ritter Farm Park will contain the same amenities as the downtown trailhead and may also contain a pre-fabricated restroom structure.
- It is assumed the City will provide as-built information for all existing utilities in both trailhead locations, including Ritter Farm wells and septic fields.
- Primary water, sanitary, and electrical services will be provided up to within 5 feet of the proposed restroom location, all other MEP designs are excluded. Electrical plans will include a security light at each trailhead location.
- Architectural design services are excluded.
- Well design, sanitary field design, and lift station designs are excluded.
- Structural engineering is excluded.

2.1 Schematic Design Options

WSB will develop schematic design options for each of the two trailhead locations illustrating general sizes, locations, and options for amenities. The trailhead in downtown Lakeville will utilize the existing concept plans as a guide and will include up to two options for consideration related to overall layout, size, and design intent. It is our understanding this trailhead will not include a restroom building.

The Ritter Farm trailhead location will include up to three schematic design options and related infrastructure for consideration. This includes an analysis of sanitary service options to include a vault restroom option, septic tank with lateral field or mound system, or connection to existing septic tank and lateral field to determine feasibility and

cost considerations. Water service options will analyze the existing system to determine if water volume and pressure are adequate for the new restroom building. Options may include a pressure tank with booster pump or recommendations for a new well.

Deliverables:

- Schematic Design Options / Graphics

2.2 SD Design Review Meeting

WSB will hold a virtual design review meeting with the Client / Design Team to review the trailhead schematic design options for feedback and determination of preferences to carry forward into design development.

2.3 Design Development & Estimation

WSB will prepare design development plans and details that illustrate spatial configurations, material selections, construction methods, and related infrastructure. The plans will be taken to a 30% complete level with a corresponding estimate of probable costs.

Deliverables:

- Design Development Plans & Details
- Estimate of Probable Costs

2.4 DD Design Review Meeting

WSB will hold a virtual design review meeting with the Client / Design Team to review the 30% plans, details, and estimates for feedback and identify refinements to ensure the design meets the project goals and budget.

2.5 Final Design & Estimation

WSB will take the trailhead designs from the 30% through to 100% complete level with associated technical specifications.

Deliverables:

- Final Design Plans & Details
- Technical Specifications
- Estimate of Probable Costs

Proposed Fee

WSB is proposing a not to exceed fee of \$23,626.

City of Lakeville
Trailhead Development
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	PM	Sr. LA	LA Support	Utility Sr. Eng	Water Engineer	Sanitary Engineer	Electrical	Project Controls	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	1			2				1	4	\$ 919.00
2.0	Trailhead Design									0	\$ -
2.1	Schematic Design Options		3	12	5	2	10	3		35	\$ 5,783.00
2.2	SD Design Review Meeting (virtual)	1	1		1					3	\$ 738.00
2.3	Design Development & Estimation		8	24	1	8		8		49	\$ 7,960.00
2.4	DD Design Review Meeting (virtual)	1	1		1					3	\$ 738.00
2.5	Final Design & Estimation		8	20	1	8		8		45	\$ 7,488.00
										0	\$ -
										0	\$ -
Total Hours		3	21	56	11	18	10	19	1	139	
2025 Hourly Costs		\$264.00	\$218.00	\$118.00	\$256.00	\$140.00	\$140.00	\$251.00	\$143.00		
Fee		\$792.00	\$4,578.00	\$6,608.00	\$2,816.00	\$2,520.00	\$1,400.00	\$4,769.00	\$143.00		\$23,626.00



Date: 4/7/2025

Vonage Phone System Renewal

Proposed Action

Staff recommends adoption of the following motion: move to renew our contract with Vonage phone services for three years.

Overview

In 2020, the City of Lakeville moved phone systems to Vonage. This transition provided crucial components for our COVID response, disaster recovery planning, and our ability to rapidly adapt for snow emergencies. During that period, we have expanded our ability to communicate online with web portals, self-sign-up enrollment systems, and contact forms, but phone systems remain pivotal in everyday communications. Vonage has agreed to renew our current pricing for three additional years.

Supporting Information

1. City of Lakeville_VBC - Addendum_Shawn Grimm_2025-03-19_3

Financial Impact: \$6000 / month **Budgeted:** Yes **Source:** General Fund, Water / Sewer Fund, & Liquor Fund

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Trevor Stewart, IT Manager

ADDENDUM TO VONAGE BUSINESS SERVICE TERMS

Sales Order # Q1046361

This Addendum is executed by and between Vonage Business Inc. ("Vonage Business") and the customer identified in the signature block below ("Customer") in connection with the above-referenced Sales Order ("Sales Order"). This Addendum supplements or amends the terms and conditions set forth at <https://www.vonage.com/legal/unified-communications/tos/global-vbc-tos/> (the "Service Terms"), which are referenced in and made part of the Sales Order. To the extent of any inconsistency between this Addendum and the Service Terms, this Addendum will control. Except as amended or supplemented by this Addendum, the Service Terms otherwise remain unchanged and in full force and effect. Defined terms in this Addendum have the same meaning given such terms in the Service Terms.

Notwithstanding anything to the contrary in the Service Terms, the Parties hereby agree as follows:

1. SERVICE TERM EXTENSION

The current Service Term is hereby revised to a 36-month Service Term commencing upon execution of this addendum (the "Term Commitment") for the Services referenced below. Following the Term Commitment, the Services will auto-renew pursuant to the Service Terms.

Service	Quantity	Rate	Price Per Seat/Per Month
10DLC SMS Campaign Monthly fee	1	\$2.00	\$2.00
Business Number Inbox	15	\$0.00	\$0.00
Call Group	16	\$0.00	\$0.00
Call Queue w/ Usage	4	\$14.99	\$59.96
Hold Number	608	\$0.00	\$0.00
Local Company Number	20	\$0.00	\$0.00
Local Paperless Fax	1	\$9.99	\$9.99
Metered Extension	145	\$7.99	\$1,158.55
Mobile Unlimited Extension	40	\$12.99	\$519.60

On-Demand Call Recording	3	\$2.99	\$8.97
Personal Fax	288	\$0.00	\$0.00
Unlimited Extension	113	\$16.99	\$1,919.87
VBC for Microsoft Teams	1	\$0.00	\$0.00
Virtual Receptionist	17	\$0.00	\$0.00
Vonage for Office 365	287	\$0.00	\$0.00
Yealink CP920 Conf Phone w/Power Supply - Rental	5	\$9.99	\$49.95
Yealink DECT IP Phone W60 Package - Rental	4	\$4.99	\$19.96
Yealink T42S w/Power Supply - Rental	131	\$0.00	\$0.00
Yealink T46S w/Power Supply - Rental	117	\$0.00	\$0.00

The authorized representatives of Vonage Business and Customer have executed this Addendum below:

Vonage Business Inc.

By:

Name: Jenna Giles

Title: Director, Consumer Success

Date:

City of Lakeville

By:

Name:

Luke Hellier

Title: Mayor, City of Lakeville

Date:



Date: 4/7/2025

Resolution Approving Municipal State-Aid Street System Revisions

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving Municipal State-Aid Street System Revisions.

Overview

The Municipal State-Aid (MSA) Street program allows cities with populations of 5,000 or more to designate 20% of its local streets as MSA routes. The MSA street system revisions listed below include designating 1.43 miles of local streets as new MSA streets. The proposed MSA street system revisions leave the City with a balance of 0.73 miles available for future MSA designation. The streets listed below meet MSA Street program criteria and are eligible for MSA street designation, and can be used in the calculation of the City's 2025 MSA allotment.

MSA Street Designations

- *179th Street (future CSAH 9):* Pilot Knob Road (CSAH 31) to Draft Horse Boulevard
- *Draft Horse Boulevard:* 179th Street (future CSAH 9) to 170th Street

Supporting Information

1. 2025.04.07 Resolution Approving MSAS System Revisions
2. 2025 MSAS System Revision Exhibit
3. 2025.03.14 MnDOT Preapproval Letter

Financial Impact: \$0 Budgeted: Yes Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-

Resolution Approving Municipal State-Aid Street System Revisions

WHEREAS, it appears to the City Council of the City of Lakeville that the streets hereinafter should be designated Municipal State-Aid Streets under the provisions of Minnesota Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville that the streets be described as follows, to-wit:

MSA Street Designations

- 179th Street (future CSAH 9): Pilot Knob Road (CSAH 31) to Draft Horse Boulevard
- Draft Horse Boulevard: 179th Street (future CSAH 9) to 170th Street

be, and hereby are established, located and designated as Municipal State-Aid Streets of Lakeville, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

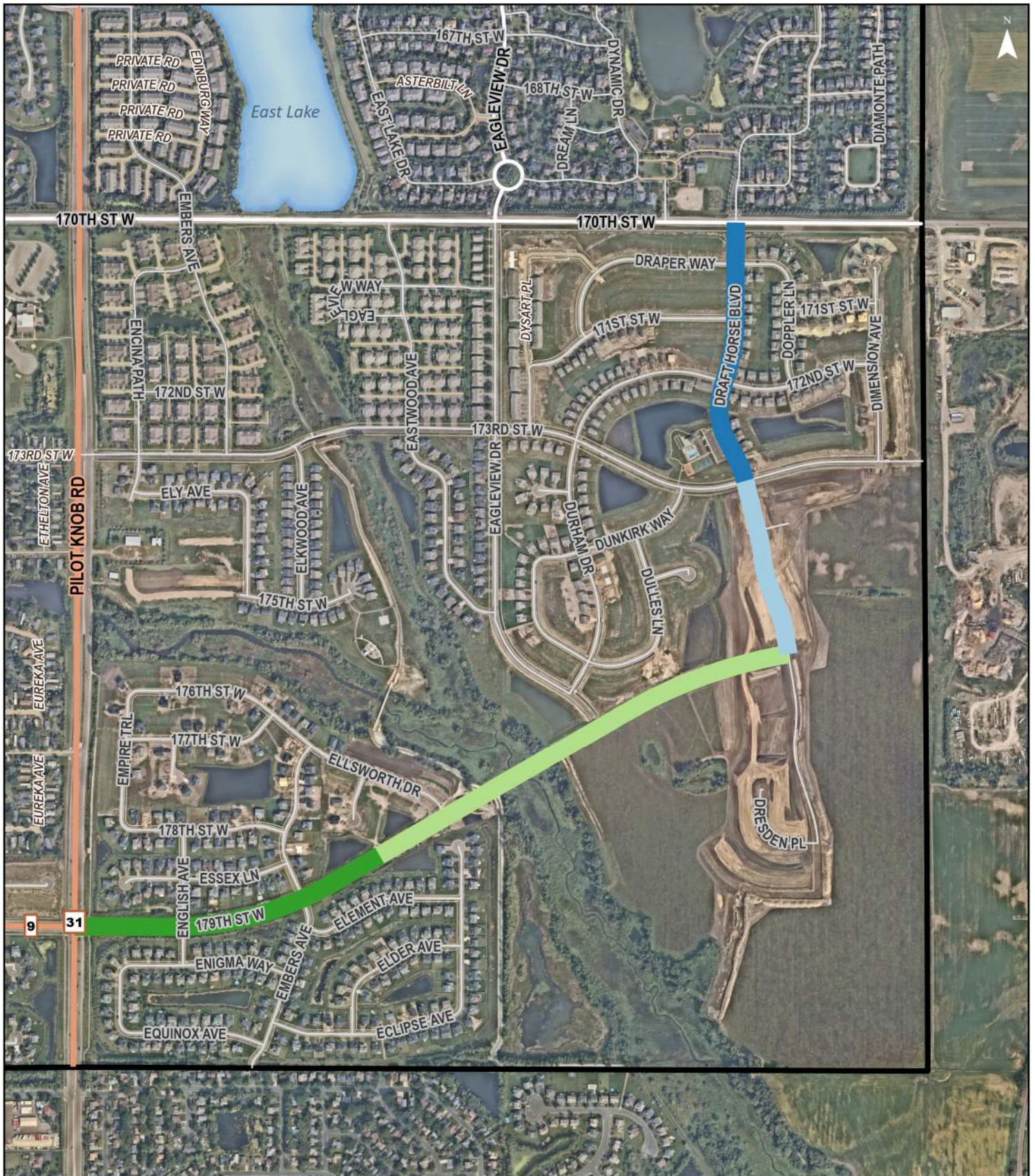
BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon approval of the designation of said streets or portions thereof, that same be constructed, improved and maintained as Municipal State-Aid Streets of the City of Lakeville, to be numbered and known as a Municipal State-Aid Street.

ADOPTED by the City Council this 7th day of April 2025.

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



2025 MSAS System Revision Exhibit

- Draft Horse Blvd (Existing): 0.31 Miles
- 179th St W (Existing): 0.37 Miles
- Draft Horse Blvd (Future): 0.21 Miles
- 179th St W (Future): 0.54 Miles



TO: Zach Johnson
Lakeville City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: March 14, 2025

SUBJECT: Municipal State Aid Designations

The following Municipal State Aid Street designations will be approved when the *City Council resolution* has been received.

MSAS 170: 179th Street W.– from Pilot Knob Road to Draft Horse Boulevard (0.91 miles)

MSAS 171: Draft Horse Boulevard – from 179th Street W. to 170th Street W. (0.52 miles)

A Commissioner's Order will follow.

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2026 allotment. Include this revision with your 2025 spring Needs update (*this year*).

Certification of Mileage Update Comments:

You can include these revisions on the *2025 Annual Certification of Mileage* that is due in January 2026.

	Available Mileage	2.16	2024 Certified Mileage
+	Revoked Mileage	0.00	
-	<u>Designated Mileage</u>	<u>1.43</u>	
	Remaining Available Mileage	0.73	

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.



Date: 4/7/2025

Supplemental Agreement with SEH for Professional Services for Citywide Trail Gaps Improvements (Phase II)

Proposed Action

Staff recommends adoption of the following motion: Move to approve SEH supplemental agreement for professional services for Citywide Trail Gaps Improvements (Phase II), City Project 23-06.

Overview

The City Council approved supplemental agreements for preliminary and final engineering on January 18, 2022, and July 17, 2023. The original agreements were based on project scopes developed using the best available data along the corridors and results from previous projects of similar scope. This supplemental agreement reflects changes to the project scopes that were identified during final engineering design and not included in the initial proposal. The supplemental agreement includes additional engineering services related to retaining wall modifications along Highview Avenue to reduce impacts to North Creek and existing floodplain, soil corrections/soil surcharge along Cedar Avenue to address poor soil conditions, and preparing State Aid plan packages for funding eligibility. The changes to the projects' initial proposal added value to the overall project and SEH was able to complete the designs within the project schedule. SEH's supplemental agreement identifies the scope of services and cost required to provide the added work to the final engineering design process. The proposal is subject to the Master Agreement for Professional Engineering Services between the City and SEH approved by the City Council on September 20, 2021.

The City and Dakota County are partnering to complete the trail improvements along Cedar Avenue and will share project responsibilities and costs, consistent with the adopted County 2040 Transportation Plan Cost Share policies and as established in the project's Joint Powers Agreement. The City is the lead agency; therefore, the total cost is reflected in this memo. The City's estimated net cost is \$22,765.

Supporting Information

1. 2025.03.24 SEH Supplemental Agreement - Final Design

Financial Impact: \$48,530 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer



Building a Better World
for All of Us®

SUPPLEMENTAL LETTER AGREEMENT

March 24, 2025

RE: City of Lakeville Project No. 23-06
City Wide Trail Gap Improvements
Preliminary and Final Engineering – Amendment
No. 3
City of Lakeville, Minnesota
SEH No. LAKEV 165437 10.00

Ms. Alanna Sobottka
Civil Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Alanna:

Based on the City of Lakeville's request, Short Elliott Hendrickson Inc. (SEH®) is submitting this Supplemental Agreement (agreement) for additional engineering services that were not included in our existing contract. The additional services are associated with the Highview Avenue sheet pile wall, Cedar Avenue soil correction and surcharge, and preparation of submittals to MnDOT State Aid. Further detail of the increased scope and associated fees are detailed below.

Highview Avenue Sheet Pile Wall

The original proposed design solution for Highview Avenue consisted of a cast-in-place extension of the existing concrete box culvert. However, due to permitting repercussions (including construction within the stream of North Creek and fill within the floodplain), the decision was made during design to pivot to a sheet pile wall design solution. Ultimately this solution was more cost effective, easier to construct, and simplified the permitting process. The design of the sheet pile wall introduced additional design elements that were not included in our existing contract.

Cedar Avenue Soil Correction and Surcharge

The Cedar Avenue segment was removed from the 2023 bid package before SEH geotechnical staff had fully investigated the soil conditions. When final design of this segment commenced for the 2025 bid package, it was noted that poor soils were present within the corridor, requiring the design of both a soil correction (at retaining wall B) and a surcharge to compress the poor soils to accommodate trail construction. Neither of these were anticipated to be required with our existing contract.

MnDOT State Aid Submittal

Our original understanding was that the project was to be funded using only local funds. However, we learned in summer 2024 that Dakota County would fund their portion of the Cedar Avenue (CSAH 23) segment with MnDOT State Aid funds. This necessitated the preparation of two submittals to State Aid for plan review and added time to address plan comments from MnDOT State Aid and Bridge Office.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Ms. Alanna Sobottka
March 24, 2025

Fee Breakdown

The following is a summary of the additional scope items and associated fees and reimbursable expenses.

Location	Associated Fees/Expenses
Highview Avenue Sheet Pile Wall	\$18,218
Cedar Avenue Soil Correction and Surcharge	\$13,565
MnDOT State Aid Submittal	\$16,747
Total Supplemental Agreement Amount	\$48,530

If approved, our contract will increase from \$632,888.00 to 681,418.00. We will bill the City monthly for reimbursable expenses and on an hourly basis for labor. We will provide these services in accordance with our 2021 Professional Services Agreement.

We appreciate the opportunity to provide the City of Lakeville with this agreement. Please contact me at wbauer@sehinc.com or 952.912.2629 if you have any questions, comments, or concerns. If this agreement is acceptable, please sign and return a copy.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



William Bauer, PE, ENV SP
Project Manager
(Lic. IA, MN, SD)

x:\ko\lakev\165437\1-gen\10-setup-cont\02-contract\amendment no. 2\lakev trail gap imprvmnts amndmnt 2 03252023 - draft.docx

Accepted this _____ day of _____, 2025

CITY OF LAKEVILLE, MINNESOTA

By: _____

By: _____

Title: _____

Title: _____



Date: 4/7/2025

Contract for Roof Replacement at the Heritage Center

Proposed Action

Staff recommends adoption of the following motion: Move to award a contract for roof replacement at the Heritage Center to Peterson Bros Roofing and Construction Inc.

Overview

The existing ethylene propylene diene monomer (EPDM) roofing system at the Heritage Center is 26 years old, has reached the end of its service life and has been recommended for replacement in the last roofing survey conducted by the cities roofing consultant. Staff recommends replacing the EPDM roof with a modified built-up roof system, which offers increased durability and weather resistance.

Staff solicited bids and received three bids from qualified roofing contractors. The bids received as follows include the base bid amount plus the wet installation removal allowance which makes up the contract price:

- Peterson Bros Roofing and Construction, Inc \$672,900
- B.L. Dalsin Roofing \$708,949
- McPhillips Brothers \$823,835

After careful review of the bids staff recommends proceeding with Peterson Bros Roofing and Construction, Inc. The company has demonstrated experience in similar roofing projects and meets all necessary qualifications for the project.

Supporting Information

1. Agreement_Heritage Center_2025 Reroof Project_Peterson Bros
2. Letter of Recommendation / Bid Tabulation/ Design Spec

Financial Impact: \$672,900 Budgeted: Yes Source: Facility CIP Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann, Facility Supervisor
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FORM OF AGREEMENT

THIS AGREEMENT, made this 7th day of April, 2025, by and between CITY OF LAKEVILLE, a Minnesota municipal corporation (“Owner”) and PETERSON BROS. ROOFING AND CONSTRUCTION, INC. (Contractor). Owner and Contractor, in consideration of the mutual covenants set forth herein, 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. Request for Bids and Instructions to Contractors;
- C. General Specifications dated March 4th 2025;
- D. Addendum #1 dated March 4th 2025;
- E. Performance and Payment Bonds;
- F. Certificate of Insurance;
- G. Exhibits to the Agreement
 - a. Contractors Bid Dated March 18th 2025
 - b. Responsible Contractor Affidavit
 - c. Initial Contractor Verification
 - d. Subcontractor List
 - e. Supplemental Contractor Verification
 - f. Affidavit of Non-Collusion
 - g. Bidder’s E.I Number

In the event of a conflict among the provisions of the Contract Documents, 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 “G” having the last priority.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest

quantity consistent with the Contract Documents. If there are inconsistencies within or among part of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

1.1 Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on any Drawings. Any difference that may be found shall be submitted to the City for resolution before proceeding with the Work.

1.2 If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the City for approval before making the change.

The City shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this paragraph. Actual or alleged conflicts or inconsistencies between the Plans and Specifications or other Contract Documents shall be brought to the City's attention in writing, prior to performing the affected Work. The City's directions shall be followed by the Contractor.

2. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. **CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.

Base Bid

City of Lakeville-Heritage Center-2025 Roof Replacement Project	\$ 668,300.00
Wet Insulation Allowance	\$ 4,600.00

Total Contract Price	<u>\$672,900.00</u>
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4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by City as provided in the General Specifications.

B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. 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 Owner for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ 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.

(2) Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the Owner obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price.

5. PERFORMANCE AND PAYMENT BONDS. Within fifteen (15) calendar days after the execution of this contract and before any work or services are rendered, the Contractor shall furnish a performance bond and payment bond each in the amount of the Total Bid insuring the faithful performance of the Contract and payment of all obligations arising thereunder pursuant to Section 574.26 of the Minnesota Statutes. If the bonds are not submitted within the time frame, then the Contract shall be considered void and the Owner may elect to collect the bid bond as liquidated damages.

6. COMMENCEMENT AND COMPLETION DATE/LIQUIDATED DAMAGES.

A. The Work may commence no sooner than May 1, 2025 and must be completed and ready for final payment by November 28th, 2025.

B. Contract and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.A. above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each calendar day that expires after the time specified in Paragraph 6.A. for Completion until the Work is complete.

7. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Subcontracts:

- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner, the Engineer, and any Subcontractor.
- (4) The Contractor shall bind every Subcontractor by the terms of the Contract Documents.

- (5) Contractor has obtained from each subcontractor working on this Contract, a signed statement under oath by an owner or officer verifying that they meet the minimum criteria under Minn. Stat. 16C.285, subd. 3.

8. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

9. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the Owner included as an additional named insured on a primary and non-contributory basis by endorsement. The Contractor shall furnish the Owner a certificate of insurance satisfactory to the Owner evidencing the required coverage:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate products and completed operations
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Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
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Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
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Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
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Personal Injury, with Employment Exclusion deleted:	\$2,000,000 aggregate
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Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
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Property Damage:	\$2,000,000 each occurrence
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All insurance policies (or riders) required by this Agreement shall be:

- (i) 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,
- (ii) Shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective,
- (iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall be evidenced by a Certificate of Insurance filed with the City prior to commencing work. Certificates of Insurance that do not meet these requirements will not be accepted.

10. **WARRANTY.** Refer to the contract documents for warranty information.

11. **INDEMNITY.**

A. The Contractor shall indemnify, defend and hold harmless the Owner 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 Owner 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 Owner 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 Owner within fifteen (15) days of receiving notice from Owner.

12. TERMINATION WITHOUT CAUSE BY OWNER. The Owner 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 Owner 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 Owner 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. Owner 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 Owner. Owner 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 Owner. Owner 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 Owner and the Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

OWNER: City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Attn: Tom Breeggemann

CONTRACTOR: Peterson Bros. Roofing & Construction, Inc.
481 Burgess Street
St. Paul, MN 55117
Attn: Michael Finken

15. **DISCRIMINATION.** Contractor agrees to comply with Minnesota Statute 181.59 that states:

- (1) 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 vendor, 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;
- (2) that no contractor, material supplier, or vendor, 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;
- (3) that a violation of this section is a misdemeanor; and
- (4) 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.

16. **WORK HOURS.** Work hours are from 7:00 a.m. to 8:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturday. Work outside those hours shall be coordinated with the Facilities Supervisor. The Contractor shall provide the City a minimum of 24 hours notice before commencing work on the roof.

17. **BACKGROUND CHECKS.** The City may request to receive 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.

18. **MISCELLANEOUS.**

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

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

C. Data Practices/Records.

(1) 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.

(2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the Owner.

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

E. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement

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

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

G. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

H. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Sherburne County.

I. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

J. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

K. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The Owner will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the Owner's not timely obtaining rights-of-way or easements.

L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

M. 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.

N. 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.

Dated: April 7th, 2025.

OWNER:
CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Dated: April 7th, 2025.

CONTRACTOR:
PETERSON BROS. ROOFING AND CONSTRUCTION, INC.

By:  _____
Michael Finken _____ [print name]
Its President _____ [title]

BID FORM

Dated this 18th, day of March 2025

TO:

City of Lakeville City Hall
Attn: Tom Breeggemann, Facilities Supervisor
20195 Holyoke Avenue
Lakeville, MN 55044

RE: City of Lakeville – Heritage Center - Reroof Project

Dear Mr. Breeggemann:

The undersigned contractor having familiarized itself with the Contract Documents hereby proposes, in compliance with said Contract Documents, to furnish all labor, equipment, materials, drayage, tools, supervision, etc., and to complete all said work as herein specified on the following pages at the **City of Lakeville – Heritage Center – 2025 Roof Replacement Project**.

ADDENDA

I acknowledge receipt of the Addendum instructions numbered 1, 2, and have incorporated their provisions into the Bid.

Base Bid:

Install A Modified Built-Up-Roof System per Project Specifications at the **City of Lakeville – Heritage Center – 2025 Roof Replacement Project**. To provide supervision, labor, materials and equipment for roof project per project specifications:

Anticipated Start Date: 9-15, 2025 Anticipated number of Construction Days: 45

Lump sum firm price (Includes M/E/P Mods): Six Hundred Sixty Eight Thousand Three Hundred dollars and %
(\$ 668,300 .00)

Mechanical/Plumbing/Electrical Modifications: Forty Two Thousand dollars and %
(\$ 42,000 .00)

Insulation Allowance (2,000 Board Feet): Four Thousand Six Hundred dollars and %
(\$ 4,600 .00)

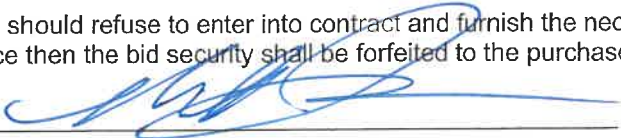
Add: Unit Prices

- | | |
|---|---|
| 1. For spot replacement of wet insulation.
\$ <u>4.25</u> /Board Ft. | 2. For Replacement of Bad Drain Bowls.
\$ <u>3,250.00</u> /Drain Bowl (excludes below deck plumbing) |
| 3. For Replacement of Bad Metal Decking.
\$ <u>37.50</u> /Sq.Ft. | 4. For Replacement of Bad Wood Decking.
\$ <u>26.00</u> /Sq.Ft. |
| 5. For Repair of Bad Concrete Decking.
\$ <u>250.00</u> /Sq.Ft. | |

GUARANTEE OF GOOD FAITH

If this proposal is rejected, or if it is accepted and the undersigned shall enter into contract and furnish necessary bond, then the check or bid-bond, when applicable, which has been deposited with this bid shall be returned. However, if the

undersigned should refuse to enter into contract and furnish the necessary bond within twenty (20) days after notification of acceptance then the bid security shall be forfeited to the purchaser as liquidated damages.

Signature: 

Firm: Peterson Bros. Roofing & Const., Inc.

Individual: Michael Finken

Title: President

Address: 481 Burgess Street
St. Paul, MN 55117

Telephone: 651-488-5630

Federal Tax Identification Number: 41-1351452

Accepted _____
City of Lakeville

RESPONSIBLE CONTRACTOR AFFIDAVIT OF COMPLIANCE

- A. Contractor represents and warrants that it has fully completed its Responsible Contractor Affidavit of Compliance ("Compliance Affidavit") and has attached its Compliance Affidavit to this Bid Form as Attachment A, which represents Contractor's signed statement under oath by an owner or officer of the contractor verifying compliance with each of the minimum criteria in Minnesota Statute § 16C.285, subd.3.
- B. Contractor acknowledges that its failure to submit its fully completed Compliance Affidavit with its Bid or meet the minimum criteria in Minnesota Statute § 16C.285, subd.3 will render Contractor ineligible to be awarded a contract or perform work on the project. Contractor further acknowledges that any false statement it makes under oath regarding compliance with the minimum criteria in Minnesota Statute § 16C.285, subd.3 will render Contractor ineligible to be awarded a contract and may result in termination of a contract awarded to Contractor. Contractor represents and warrants that it has included a list of its first-tier subcontractors that it intends to retain for work on the project on Attachment A-1 of its Compliance Affidavit, and that it has obtained a Compliance Affidavit from all such first-tier subcontractors, which shall be made available upon request of the Owner.
- C. Contractor represents and warrants that it shall obtain a Compliance Affidavit from each additional subcontractor it retains on the project after submitting its Compliance Affidavit, and Contractor shall submit a supplemental verification, using Attachment A-2 to the Compliance Statement, within 14 days of retaining the additional subcontractors, in accordance with Minnesota Statute § 16C.285, subd.3. This requirement applies during the solicitation process and continues through the term of any awarded contract.

The undersigned understands and agrees that the Owner has the right to reject any and all Bids, to waive informalities or other requirements for its benefit.

Signature: _____

Firm: Peterson Bros. Roofing & Const., Inc.

Individual: Michael Finken

Title: President

Address: 481 Burgess Street

St. Paul, MN 55117

Telephone: 651-488-5630

Federal Tax Identification Number: 41-1351452

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

The undersigned understands that, if the undersigned is the apparent low bidder, the undersigned will be required to submit a supplemental verification under oath as a condition precedent to the execution of the contract. If the undersigned fails to provide the required supplemental verification, it could forfeit its bid bond.

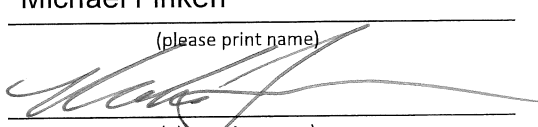
I have attached a list of all of my company’s first-tier subcontractors that it intends to retain for work on the project.

Date: 3-18-2025

Contractor:

Peterson Bros. Roofing & Const., Inc.

By Michael Finken
(please print name)

Signature 
(please sign name)

Its President

SUBCONTRACTORS LIST

PROJECT TITLE: City of Lakeville - Heritage Center Reroof Project

Landmark Metal Innovations _____

Core Mechanical _____

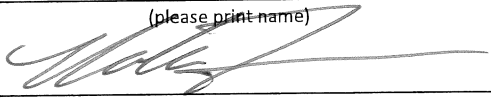
Attach Additional Sheets if Necessary

Contractor:

Peterson Bros. Roofing & Const., Inc.

By Michael Finken

(please print name)

Signature 

(please sign name)

Its President

SUPPLEMENTAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

Pursuant to Stat. § 16C.285, subd. 3(7), my company has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor or motor carrier.

The undersigned agrees that, if it retains additional subcontractors on the project after submitting its verification of compliance, it shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with Minn. Stat. § 16C.285, subd. 3(7), within 14 days of retaining the additional subcontractors.

Upon request, the undersigned shall submit to the contracting authority copies of the signed verifications of compliance from all subcontractors of any tier and all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

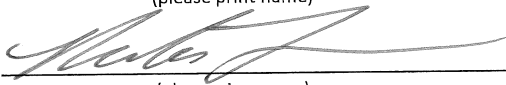
The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Date: 3-18-2025

Contractor:

Peterson Bros. Roofing & Const., Inc.

By Michael Finken
(please print name)

Signature 
(please sign name)

Its President

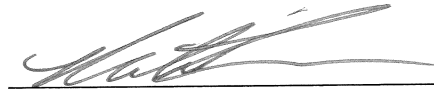
AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed



Firm Name Peterson Bros. Roofing & Const., Inc.

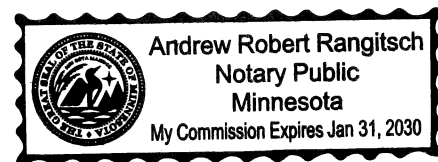
Subscribed and sworn to before me this

21st day of March, 2025.



Notary Public

My commission expires: Jan 31, 2030.



Bidder's E.I. Number:

(Number used on employer's quarterly federal tax return, U.S. Treasury Department Form 941):

41-1351452

Fair Trade Items:

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder. (Use reverse side if necessary.)

N/A



THE GARLAND COMPANY, INC.

High Performance Roofing And Waterproofing Systems

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Brian Murrell
Phone: 651.666.0901
bmurrell@garlandinc.com

March 19th, 2025

Attn: Mr. Tom Breeggemann
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Letter of Recommendation – City of Lakeville – Heritage Center – 2025 Roof Replacement Project

Mr. Breeggemann

On Tuesday, March 18th, 2025, at 1:00PM CST sealed bids were publicly opened for the **City of Lakeville – Heritage Center – 2025 Roof Replacement Project**.

After review of the bids results it is our recommendation to approve the Base Bid to Peterson Brothers Roofing of St. Paul, MN for the Base Bid amount of \$672,900.00 (the Base Bid number includes both the M/E/P Modifications & Wet Insulation Allowance). Included in this document are the bid tabs and roof map/scope of work.

Peterson Brothers Roofing has submitted all the required bid documents and bid forms along with its bid proposal as required by the project specifications and the state of Minnesota.

If you have any further questions or require further assistance, please feel free to contact me at (651) 666-0901.

Thank you,

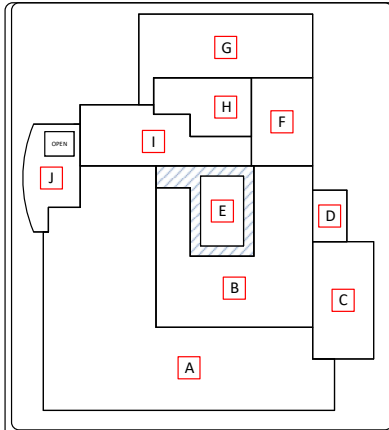
Brian Murrell

The Garland Company
Territory Manager
M: (651) 666-0901

CITY OF LAKEVILLE**2025 HERITAGE CENTER REROOF PROJECT BID TABS**

March 18th, 2025 @ 1PM

ROOFING COMPANIES	BIDDER	BIDDER	BIDDER
	BL Dalsin Roofing	McPhillips Brothers	Peterson Bros. Roofing
<u>MANUFACTURER'S CHECK LIST</u>	Yes	Yes	Yes
<u>BID SECURITY</u>	Yes	Yes	Yes
ADDENDUM REC'D (1 & 2)	Yes	Yes	Yes
ANTICIPATED START DATE:	May 1, 2025	October 1, 2025	September 15th, 2025
ANTICIPATED CONTRUCTION DAYS:	30	40	45
BASE BID (INCLUDES M/E/P COST)	\$701,449.00	\$815,835.00	\$668,300.00
M/E/P COST	\$42,000.00	\$42,000.00	\$42,000.00
WET INSULATION ALLOWANCE	\$7,500.00	\$8,000.00	\$4,600.00
WET INSULATION PER BD/FT	\$4.35	\$4.00	\$4.25
DRAIN BOWL REPLACEMENT/UNIT	\$2,500.00	\$2,500.00	\$3,250.00
BAD DECKING REPAIR/SF (METAL)	\$27.50	\$25.00	\$37.50
BAD DECKING REPAIR/SF (WOOD)	\$12.50	\$15.00	\$26.00
BAD DECKING REPAIR/SF (CONCRETE)	\$400.00	\$300.00	\$250.00



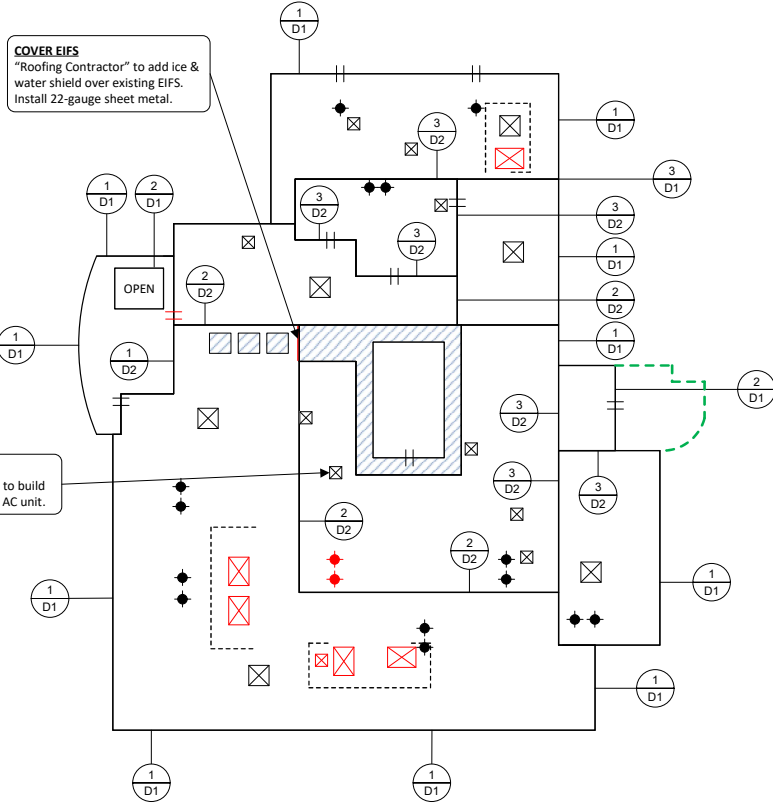
Install New Drain
 "Roofing Contractor" To Install New Roof Drain Above Deck. "Plumber" To Complete Below Deck Plumbing.

Raise Penetration:
 "Roofing Contractor" to Raise Penetration to Meet Manufacturer's Minimum 8" Flashing Requirement.

CMU Wall Coping Cap:
 "Roofing Contractor" to install ice and water shield and new 24-gauge pitched coping cap. Extend ice and water shield 1" below top course of CMU. Metal to extend 2" below top course of CMU.

Drawing Scale: 1' = 30'

DIMENSIONS AND CORE DATA TO BE VERIFIED BY ROOFING CONTRACTOR



- ROOF SYSTEM NOTES:**
- 1) NEW ROOF SYSTEM ON AREAS IDENTIFIED PER DRAWING SHALL BE AS FOLLOWS:
 - A) TWO-PLIES OF HPR GLASFELTS.
 - B) ONE-PLY OF APPROVED MODIFIED FIELD MEMBRANE SET IN HOT ASPHALT.
 - C) ONE-PLY OF MODIFIED FLASHING MEMBRANE WITH BASE FLASHING UNDERLAYMENT.
 - D) FLOOD/GRAVEL SURFACING SET IN HOT ASPHALT.
 - 2) All roof drains and primary scuppers shall receive 12' x 12' roof sump.
 - 3) All roof penetrations shall have a min. of 8" flashing heights.
 - 4) All penetrations and perimeters shall receive new 24 ga. Prefinished sheet metal extended down to the field of the roof.
 - 5) All HVAC Disconnect/Reconnect and Unit Raising shall be provided by the "Others".
 - 6) All Electrical Disconnect/Reconnect shall be provided by the "Others".
 - 7) All Plumbing Disconnect/Reconnect shall be provided by the "Others".
 - 8) Contractor shall provide necessary "Over-Flow" Scuppers if one is not currently present.
 - 9) Contractor shall replace lead pack/Watts drain assemblies. Procure and install new JOSAM 21500 series drain assembly.
 - 10) Contractor shall at any primary scupper locations install new collector heads and "W" shaped downspouts, concrete splash blocks w/ 1.5" EXPS base.

- REPLACEMENT SCOPE:**
- 1) **Tear Off & Preparation** – All bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project.
 - 2) **Insulation** – Stagger all insulation joints. Fasten base layer of insulation to deck per wind uplift calculations where applicable (wood & metal decks). Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval. Contractor to submit shop drawings for approval. All debris to be disposed of in a certified landfill.
- Wood Deck:**
- a.) Remove the existing roof system and sheet metal down to the existing deck.
 - b.) Mechanically fasten HPR glsalfelt base sheet to deck. Apply insulation adhesive primer base sheet.
 - c.) Adhere new rigid insulation base to deck using insulation adhesive. Fasteners shall not penetrate bottom of wood deck. Insulation adhesive ribbons to be install in 12" wide ribbons. Install subsequent layers of 1/8" tapered rigid insulation in solid moppings of type III hot asphalt as required.
- Concrete Deck:**
- a.) Remove the existing roof system and sheet metal down to the existing deck.
 - b.) Remove existing vapor barrier. Clean and prime the existing deck.
 - c.) Install new 1/8" tapered rigid insulation system in solid moppings of Type III hot asphalt.
- Metal Deck:**
- a.) Remove the existing roof system and sheet metal down to the top surface of insulation. Contractor may reinstall dry poly iso insulation per specifications.
 - b.) Calculate the R-value for the existing insulation. Install additional rigid insulation in order to meet or exceed current R-value code requirements (existing & new combined).
- 3) Install tapered saddles, crickets, 12'X12' drain sumps, and overflow scuppers at all primary roof drain locations. Crickets and saddles shall slope twice that of the field of the roof.
 - 4) Install 1/2" wood fiber recovery board set into solid moppings of Type III hot asphalt. Stagger all insulation joints from underlying layers.
 - 5) Install the new modified bitumen roof system as specified.
 - 6) Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings and as specified. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. **NO EXPOSED FLASHINGS ALLOWED OWNER TO APPROVE COLOR**
 - 7) **DIMENSIONS AND CORE DATA TO BE VERIFIED BY CONTRACTOR**

Legend

- Details
- Roof drain
- Roof Curb
- Plumbing stack
- Scupper
- Skylight



THE INFORMATION CONTAINED HEREIN IS OF A PROPRIETARY NATURE AND IS SUBMITTED IN CONFIDENCE FOR USE BY THE CLIENTS APPROVED BY THE ORIGINATOR OF THIS DOCUMENT - ONLY. THE USE OF THESE DOCUMENTS FOR ANY OTHER PROJECTS, PURPOSE, LOCATION, PUBLICATION, REPRODUCTION OR DISTRIBUTION IN WHOLE OR PART, BY ANY INDIVIDUAL OR ORGANIZATION WITHOUT WRITTEN PERMISSION THE ORIGINATING COMPANY IS PROHIBITED. THE INFORMATION HEREIN REMAINS THE PROPERTY AND ITS USE OR DISCLOSURE TO OTHERS IS PROHIBITED FOR ANY USE NOT AUTHORIZED BY THE ORIGINATING COMPANY.

NO.	DATE	REVISION DESCRIPTION
#1	5-4-23	ISSUED FOR BID

APPROVED FOR BIDDING

**CITY OF LAKEVILLE
 HERITAGE CENTER
 2010 Holyoke Ave., Lakeville, MN 55044**

SHEET TITLE:
ROOF DESIGN

SHEET NO.
A-1



Date: 4/7/2025

Proposal for Professional Planning and Design Services with ISG, Inc. for East Community Park Phase II

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal for Professional Planning and Design Services with ISG, Inc. for East Community Park Phase II.

Overview

In 2018, staff worked with a consultant to develop a master plan for the undeveloped portion of East Community Park, located north of the current park along Equestrian Way. Neighbors to the park were invited to a public meeting and asked to complete a survey to share feedback on what amenities they would like to see as part of the phase II construction of the park. Some of the elements included in the master plan included a trailhead and shelter, canoe/kayak boarding dock and racks, a variety of trails, nature play area and an additional parking area. In 2021, this master plan was presented as part of the Park Bond Referendum projects and funding was approved for the project.

With construction slated to occur in 2026, updates to the master plan are necessary. ISG, Inc. has submitted the attached proposal for professional services for the planning and design of an updated master plan. This would include topographic surveys, wetland delineation, base map development and hosting a community engagement event and developing three concepts based on community and staff feedback. The total cost of these services is \$57,800.00 with a project budget of \$2,257,000.00 as approved in the 2021 Park Bond Referendum. The construction of East Community Park Phase II will be the final bond referendum project to be completed.

Supporting Information

1. ISG, Inc. Proposal for Professional Planning & Design Services
2. East Community Park Location Map

Financial Impact: \$57,800.00 Budgeted: Yes Source: Park Bond Referendum Funds Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--

March 20, 2025

Joe Masiarchin
Parks & Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
jmasiarchin@lakevillemn.gov

ISG

RE: Professional Planning + Design Services Proposal for East Community Park Phase 2 Master Plan Lakeville, Minnesota

Joe,

ISG appreciates the opportunity to provide the City of Lakeville with a professional services proposal to update the 2018 Master Plan and create a vision for the undeveloped portion of the park. The park provides several amenities to the surrounding neighborhood, featuring a playground, a picnic shelter with restrooms, tennis courts, paved trails, and a boardwalk. The main park development is to occur within the area below outlined in red, the area in yellow is to be considered for select water access and overlooks, and the area in blue is to be developed for nature trails.



UNDERSTANDING

Based on our understanding of the project and its preliminary budget of \$2,575,000.00, the following programming items and opportunities will be considered during the master plan update phase:

- Multi-use and natural-surface trails, including multi-use trail lighting
- Approximately 40 stalls of parking
- Trailhead and shelter, including:
 - Open area picnic space
 - Three- or four-season permanent restrooms
 - Kiosk with trail maps, bicycle repair station, and water fountain
 - Main access point to the Dakota County greenway trail system
 - Dakota County's participation in cost sharing for a portion of the facilities
- Open air shade or picnic shelters
- Overlooks and fishing piers on the north and east sides of East Lake
- Canoe and kayak water access and rentable racks
- Nature-based play areas
- Flexible open lawn space for lacrosse and/or soccer
- Landscape restoration and stormwater management
- Entry, wayfinding, and educational signage
- Amenities and facilities that were not included in the 2018 Master Plan but should be considered:
 - Volleyball courts
 - Dog park
 - Community garden
 - Mountain bike-specific trails
 - Coordination with city environmental staff as there are existing agreements in place that must be taken into account

Concepts will be developed to attract a variety of users, including hikers, bikers, children, fishing enthusiasts.

SCOPE OF SERVICES

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

Due Diligence

Topographic Survey (Area Outlined In Red)

ISG will provide a topographic survey to locate existing elevations and topographic features such as buildings, streets, and utilities that may be incorporated into the overall site design.

Partial Boundary Survey (Area Outlined In Red)

ISG will search through County records to obtain the vesting document for the property corners circled in red. Researching the adjoining property descriptions may be necessary to determine if there are overlaps or gaps caused by incorrect or ambiguous legal descriptions. ISG will research and obtain any relevant surveys of record, original subdivision plats, and section corner reference ties. If a current title commitment is not provided, an abstractor may be utilized to perform a thorough search for recorded easements and encumbrances.

After the record search is complete, ISG will conduct a field investigation to gather physical evidence of apparent occupation, including lot corner pins, or fences. While at the site, ISG will document site features like buildings, fence lines, sidewalks, and landscaping near the property lines. Field data will be analyzed and compared with the written record documents. A determination will be made to reconcile the record information to the evidence gathered for the parcel line location.

Deliverables

- Topographic survey
- Boundary survey of northeast and northwest corners

Level 2 Wetland Delineation

An on-site Level 2 wetland delineation for all wetlands within the survey limits will be completed in accordance with procedures set forth by the U.S. Army Corps of Engineers 1987 Manual and 2010 Midwest Regional Supplement, and other applicable delineation procedures. The report will be prepared in accordance with the Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and Wetland Conservation Act (WCA) Local Governmental Units (LGU) in Minnesota, Version 2.0 (March 4, 2015). The investigation will be conducted by a Certified Wetland Professional and will entail data assemblage, precipitation analysis, field work, report preparation, Technical Evaluation Panel (TEP) submittal, and client representation.

Deliverables

- Wetland delineations within the survey limits
- Wetland delineation report

Base Map Development

ISG will create a to-scale base map for the site using the survey and wetland delineation results, as-built data provided by the City, and high-resolution aerial photos. The base map will be used as the foundation for the preliminary concept plans.

Deliverables

- One (1) PDF base map

Kickoff Meeting + Site Visit

ISG will facilitate a kickoff meeting with the City at the park. The following will be discussed in detail to align team members before the project progresses:

- Goals, objectives, scope, timeline, and deliverables
- Review the basemap, including survey and wetland delineation data
- Logistics and timing of community engagement event
- Preferred lines of communication, points of contact, the City's desired level of involvement, protocols and procedures for scheduling meetings, and related project management details

Deliverables

- One (1) in-person kickoff meeting and meeting minutes
- Summary of the proposed program, including an updated list of needs
- Summary of design standards and guidelines

Preliminary Concept Development

ISG will prepare up to three (3) preliminary sketch concepts for the site and three (3) preliminary floor plan sketches for the trailhead building based on the project understanding described within this proposal. Concepts will include preliminary inspiration imagery, sketch plans, and a preliminary magnitude of cost in relation to other concepts. One (1) in-person meeting with City and Parks & Recreation staff will be facilitated to review the plan options. These initial concepts will also be shared with Dakota County for their feedback.

One (1) round of comprehensive edits will be made to the concept development package. Once edits are complete, ISG, in collaboration with City staff, will facilitate an engagement event for the community and neighbors to review the concept options and to gather additional feedback.

Deliverables

- One (1) in-person meeting to review the concept development package with City staff
- One (1) in-person engagement event
- Concept development package with three (3) concept exhibits, including a site sketch plan, inspiration images, and relative magnitude of costs

Master Plan Updates

Once initial feedback is gathered from the preliminary conceptual designs, ISG will refine the design into an updated master plan. ISG will present the master plan at one (1) review meeting with City staff and incorporate two (2) rounds of City and County feedback to the package. Included with the preferred concept plan will be a preliminary opinion of probable cost.

Deliverables

- One (1) in-person meeting to review the draft master plan
- One (1) master plan, including an illustrative rendered site plan, trailhead floor plan, corresponding inspiration images, and two (2) rounds of comprehensive revisions
- One (1) preliminary opinion of probable cost

ASSUMPTIONS

The City will provide ISG with the nature trail alignment data, tree inventory data, and community input results from the 2018 Master Plan process, which may influence the amenities considered during concept planning. ISG understands some utilities on the east side of the property are owned by the Metropolitan Council.

SCHEDULE

Task	Time Frame
Phase 2	April–July 2025
Due Diligence	April–May 2025
Preliminary Concept Development	June 2025
Master Plan Updates	July 2025
Future Phase	August 2025–October 2026
Additional Survey + Geotechnical Testing	August–September 2025
Construction Documents	October 2025–January 2026
Permitting + Approvals	December 2025–January 2026
Bidding	February 2026
Construction Administration	March–October 2026

COMPENSATION

ISG proposes to provide the scope of services described within this proposal for a lump-sum compensation, unless otherwise stated by the City, in accordance with the following schedule. Anticipated reimbursable expenses such as travel time and mileage expenses are included.

Phase	Compensation
Due Diligence	\$30,800
Preliminary Concept Development	\$16,500
Master Plan Updates	\$10,500
Total	\$57,800
<i>Optional Additional Service: Virtual meeting</i>	<i>\$350/per meeting</i>

ADDITIONAL SERVICES

The project scope outlined in this proposal and changes to our project understanding may result in additional services. ISG will discuss any scope changes with the City for approval prior to starting the work. The following items are not included in this scope. However, following the completion of the master plan, ISG will provide a subsequent proposal for this work:

- Topographic survey for fishing pier and overlook locations (select areas within the area outlined in yellow on page one)
- Geotechnical testing
- Construction documents
- Permitting and approvals
- Bidding
- Construction administration and special testing



Please contact us at **952.426.0699** with any questions regarding our services or this proposal. To provide ISG with authorization to proceed, please acknowledge receipt and acceptance of this proposal as indicated below. We look forward to the opportunity to assist you with this project!

Sincerely,

Amanda Prosser, PLA, CLARB
Vice President, Sports + Recreation Business Unit Leader

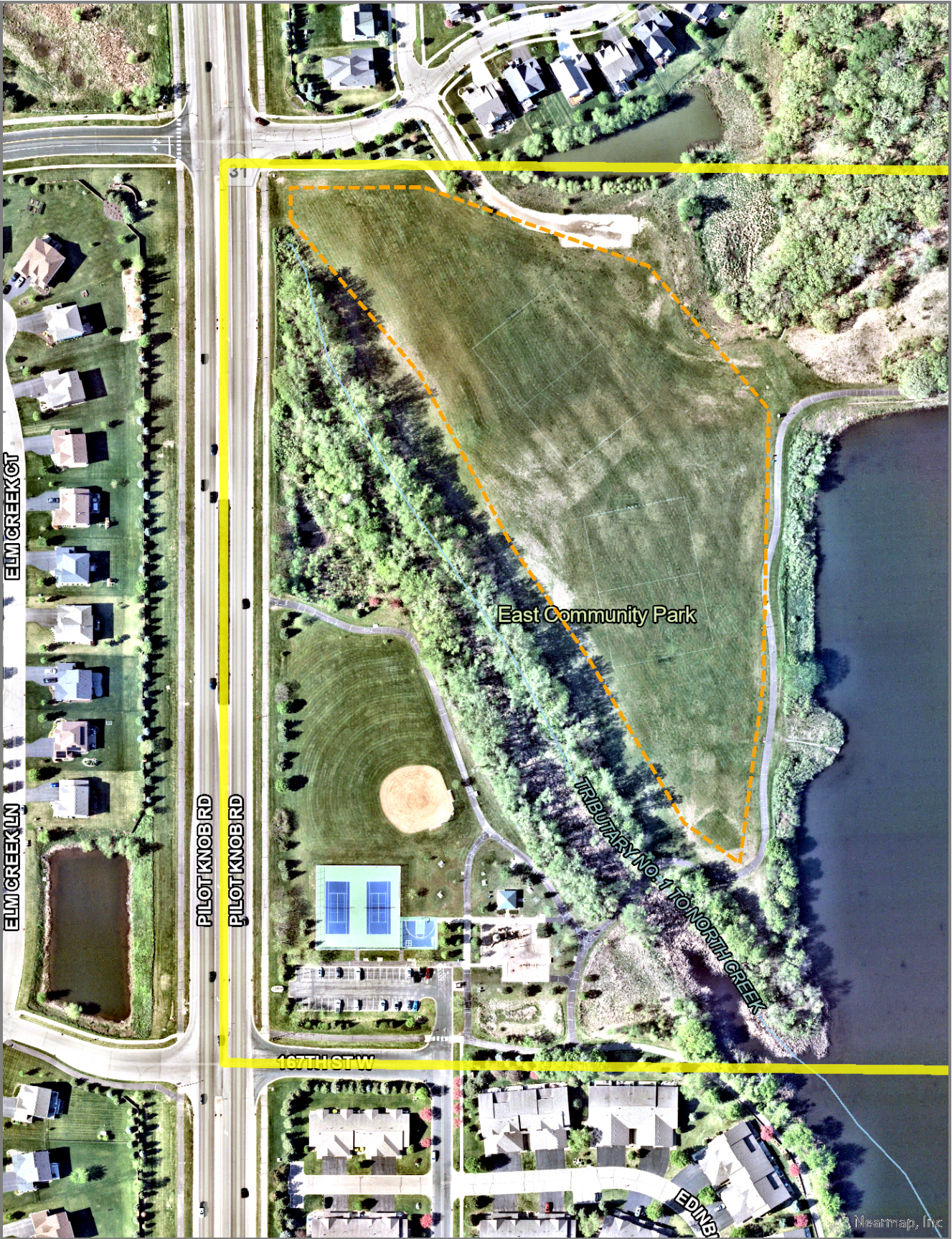
Amanda.Prosser@ISGInc.com

Applicable Contract
The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG's compensation does not include sales or use taxes. Additional information can be found in our General Terms and Conditions.
bit.ly/termsconditions_isg

Dated: _____, 2025. **CITY OF LAKEVILLE**

BY: _____
 Luke M. Hellier, Mayor

AND: _____
 Ann Orlofsky, City Clerk



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.
This is not a legal document and should not be substituted for a title search, appraisal, survey, or
for zoning verification.

Map Scale
1 inch = 200 feet
3/24/2025



Date: 4/7/2025

Agreement with Blue Water Science for Professional Services for Lake Management

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Blue Water Science for professional services associated with the City's lake management program.

Overview

The City's lake management program is designed to manage, promote, and protect local water resources, including lakes, wetlands, and streams. As part of this program, the City conducts annual research to establish baseline conditions, assess water quality, and monitor ecological trends. Annual lake review reports will summarize the water quality and aquatic vegetation data. The results are used to monitor recreational suitability, guide lake management strategies, and support funding opportunities.

The agreement establishes City and Blue Water Science project responsibilities and costs. The City's estimated total cost is \$48,550. The following work is planned for 2025:

- **Lake Marion:** Aquatic invasive species monitoring and annual lake review report.
- **Orchard Lake:** Aquatic invasive species monitoring, aeration pond phosphorous sampling and annual lake review report.
- **East Lake:** Algae monitoring, fish survey, dissolved oxygen and temperature monitoring and annual lake review report.
- **Lee Lake:** Fish survey and annual lake review report.
- **Valley Lake:** Algae monitoring and annual lake review report.
- **Kingsley Lake:** Aquatic invasive species monitoring.
- **Miscellaneous:** Education and outreach at City events and stormwater basin sampling.

Supporting Information

1. 2025.04.07 Agreement for Professional Services - BWS
2. 2025 Lakeville Lake Management Projects

Financial Impact: \$48,550 Budgeted: Yes Source: Utility Fund - Env. Resources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Maria Friedges, Environmental Resource Specialist
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2025 AGREEMENT FOR PROFESSIONAL SERVICES WITH BLUE WATER SCIENCE

AGREEMENT made this 7th day of April 2025, by the **CITY OF LAKEVILLE**, Minnesota, and **STEVE McCOMAS d/b/a/ BLUE WATER SCIENCE** (the “Consultant”).

1. SCOPE OF SERVICE AND AUTHORIZATION.

A. Consultant shall be responsible for providing the professional services as described in the 2025 Lakeville Projects Workplan attached hereto as Exhibit A (“Work Plan”) and in accordance with the timelines identified in the Work Plan. Consultant’s services shall commence immediately upon receipt of written notice to proceed from the City.

2. TERM. This Agreement shall commence upon April 7, 2025, and shall terminate on February 28, 2026. Field work will occur throughout 2025 with final reports submitted by February 28, 2026.

3. FEES AND PAYMENT. The Consultant’s fee for the services provided under the Work Plan shall be based on the rates set forth in the Work Plan but shall not exceed \$48,550. The fee is inclusive of all costs and taxes, if any including non-salary expenses such as barley straw costs, landscaping plants, and educational materials that will be printed. Payment for completed services shall be due within 35 days after invoicing by Consultant.

4. STANDARD OF CARE. The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services under the Work Plan as is ordinarily possessed and exercised by members of Consultant’s profession practicing under similar conditions. The City shall not be responsible for discovering deficiencies in the accuracy of the Consultant’s services.

5. INSPECTION/REMEDY.

A. Services shall be subject to inspection by the City.

B. Defective work shall be removed and replaced, or satisfactorily corrected.

6. UNAUTHORIZED WORK. Additional work performed without authorization through a written amendment of this Agreement will not entitle Consultant to an increase in the amount paid to Consultant or an extension of the term of this Agreement.

7. CITY RESPONSIBILITY. At the Consultant’s reasonable request, the City shall provide to the Consultant all reports, data, studies, plans, specifications, documents, and other information in its possession which are relevant to the services. The Consultant shall be responsible only for the accuracy of the data, interpretations or recommendations generated or made by others, which are based, in whole or in part, on the Consultant’s data, interpretations or recommendations.

8. INDEMNIFICATION. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the City and the County, and their employees, officials, and agents from and against all claims, suits, demands, judgments, costs, interest, expenses, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Consultant's performance of its obligations under this Agreement, caused in whole or in part by any negligent act or omission of the Consultant. Consultant's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Consultant, or anyone for whose acts Consultant may be liable. Consultant agrees this indemnity obligation shall survive the completion or termination of this Agreement.

9. INSURANCE. Prior to the start of the project, the Consultant shall furnish to the City and the County a certificate of insurance showing proof of the required insurance required under this Paragraph. Consultant 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 Consultant and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Agreement, whether such operations are by Consultant 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 Consultant's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Agreement 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 and the County, their employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and County. **A copy of the endorsement must be submitted with the certificate of insurance.**

Consultant'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 Consultant's policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement.

10. OWNERSHIP AND MAINTENANCE OF DOCUMENTS. 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.

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

12. 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.

13. INDEPENDENT CONTRACTOR. The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. 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.

14. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by this Agreement, 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 Consultant shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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.

15. GOVERNING LAW AND VENUE. This Agreement is governed by and shall be construed according to the laws of Minnesota. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

16. NOTICES. All notices and communications to the Consultant under this Agreement shall be to 550 South Snelling Avenue, St. Paul, MN 55116. Verbal communications shall be confirmed in writing. Notices to the City shall be in writing and shall be either hand delivered to the City Engineer or mailed to the City by certified mail in care of the City Engineer at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

17. 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 Consultant's 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.

18. AUDIT DISCLOSURE AND DATA PRACTICES. 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 she were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

19. NONDISCRIMINATION. The Consultant agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Consultant agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age.

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

21. 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.

22. TERMINATION. This Agreement may be terminated by the City with or without cause by written notice to the Consultant. Upon termination under this provision if there is no fault of the Consultant, the Consultant shall be paid for services rendered until the effective date of termination,

23. ENTIRE AGREEMENT. This Agreement, including any attachments incorporated, constitutes the entire understanding between the City and the Consultant. 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.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

CONSULTANT

Steve McComas

Steve McComas 31/03/2025

AGREEMENT FOR ENGINEERING SERVICES

Final Audit Report

2025-03-31

Created:	2025-03-28
By:	Maria Friedges (mfriedges@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2cipDylNEEcM9_O3MMbBOI1X6K9o6ExF

"AGREEMENT FOR ENGINEERING SERVICES" History

-  Document created by Maria Friedges (mfriedges@lakevillemn.gov)
2025-03-28 - 8:58:45 PM GMT
-  Document emailed to Steve McComas (mccomas@pclink.com) for signature
2025-03-28 - 8:58:49 PM GMT
-  Email viewed by Steve McComas (mccomas@pclink.com)
2025-03-31 - 12:25:23 PM GMT
-  Document e-signed by Steve McComas (mccomas@pclink.com)
Signature Date: 2025-03-31 - 12:31:32 PM GMT - Time Source: server
-  Agreement completed.
2025-03-31 - 12:31:32 PM GMT



QUOTE 2025 Lakeville Projects

Date: March 10, 2025

To: Mac Cafferty, City of Lakeville
From: Steve McComas, Blue Water Science

East Lake

Activity	Timeline	Description	Budget
1. Curlyleaf pondweed (CLP) delineation	May	Conduct a meander survey to delineate for CLP and any other aquatic plants.	\$700
2. Aquatic plant point intercept survey	July	Conduct summer aquatic plant survey.	\$1,000
	December	Submit report of findings to City staff no later than December 31.	
3. Phytoplankton sampling	May and September	Collect two open water phytoplankton samples and have analyzed by PhycoTech. Include an algae management plan.	\$600
4. Fish survey	September-October	Conduct a trapnet survey and check fish population status in regard to water quality. Prepare a fish management report.	\$3,600
5. Lake monitoring	May-June July September	Monitor for dissolved oxygen and temperature profile in north end and in south end of East Lake when conducting a curlyleaf pondweed delineation (April-May), aquatic plant survey (July), and fish survey (fall).	\$150
6. Algaecide treatments	Summer	Coordinate with PLM on algaecide treatments.	No charge
7. Prepare a report of summer aeration options	May-February	For East Lake, prepare a detailed description of at least 3 summer aeration options with specifications and costs.	\$1,500
8. Annual East Lake review.	May-February	Incorporate CAMP Lake water quality data for 2024. Update historical aquatic plant and water quality data. Update AIS activities including carp results. Incorporate fish survey results and discuss fish management approaches for East Lake. Submit to City staff by February 28, 2026.	\$1,900
Total			\$9,450

Continued on following page

Lee Lake

Activity	Timeline	Description	Budget
1. Aquatic plant surveys	June	Conduct early season aquatic plant point intercept survey.	\$1,900
	July	Conduct late season aquatic plant point intercept survey.	
	December	Submit report of findings to City staff no later than December 31.	
2. Fish survey	September-October	Conduct a trapnet survey and check fish population status in regard to water quality. Prepare a fish management report.	\$3,600
2. Annual Lake Lee review	May - February	Incorporate CAMP Lake water quality data for 2024. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Incorporate fish stocking data and make lake management recommendations. Submit to City staff by February 28, 2026.	\$2,100
Total			\$7,600

Lake Marion

Activity	Timeline	Description	Budget
1. Annual Lake Marion review	May - February	Incorporate CAMP Lake water quality data for 2024. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Submit to City staff by February 28, 2026.	\$2,400
Total			\$2,400

Orchard Lake

Activity	Timeline	Description	Budget
1. Total phosphorus samples in aeration pond	June-September	Collect a total phosphorus sample from the aeration pond adjacent to Orchard Lake monthly from June to September. Update Orchard Pond water quality over the years.	\$900
2. Annual Orchard Lake review	May - February	Incorporate CAMP Lake water quality data for 2024. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Also discuss shoreland inventory results and make lake management recommendations. Submit to City staff by February 28, 2026.	\$2,300
Total			\$3,200

Valley Lake

Activity	Timeline	Description	Budget
1. Aquatic plant surveys	June	Conduct early season aquatic plant survey.	\$1,300
	July - August	Conduct late season aquatic plant survey.	
	December	Submit report of findings to City staff no later than December 31.	
2. Phytoplankton sampling	May-September	Collect two open water phytoplankton samples and have analyzed by Phycotech. Include an algae management plan.	\$1,200
3. Annual Valley Lake review	May - February	Incorporate CAMP Lake water quality data for 2024. Update historical aquatic plant and water quality data. Update AIS activities for CLP and EWM. In addition, evaluate impact of watershed P loading and other possible P loading sources to Valley Lake. Submit to City staff by February 28, 2026.	\$1,500
Total			\$4,000

Continued on following page

Stormwater Pond Sampling

Activity	Timeline	Description	Budget
1. Stormwater Pond Sampling	36 monitoring dates	Establish a baseline data set of 4 key stormwater ponds for future evaluation/experimentation (assessing performance) sampling for DO/Temp, TP, and plants. A meeting with the University of Minnesota to discuss which ponds would meet the requirements for their study.	\$4,900
Total			\$4,900

Education and Outreach

Activity	Timeline	Description	Budget
1. Project update	May - September	Provide City staff monthly project updates.	\$600
2. Participation in City events	April – August	Present at 2 City meetings/events (Lake Marion Annual meeting and Earth Day/Watershed Clean-up Day).	\$800
Total			\$1,400

Additional Projects Cost Summary

	2025 Quote
East	\$9,450
Lee	\$7,600
Marion	\$2,400
Orchard	\$3,200
Valley	\$4,000
Stormwater Pond Sampling	\$4,900
Education and Outreach	\$1,400
Total	\$32,950



QUOTE

2025 Lakeville Aquatic Invasive Species Projects

Date: March 10, 2025

To: Mac Cafferty, City of Lakeville
From: Steve McComas, Blue Water Science

Kingsley Lake

Activity	Timeline	Description	Budget
1. General AIS Searches.	May - September	Conduct AIS searches for curlyleaf pondweed, Eurasian watermilfoil, zebra mussels, starry stonewort, rusty crayfish, etc.) twice during the summer. Searches will be conducted by a meander survey around the lake. Submit to City staff by December 15, 2025.	\$1,900
Total			\$1,900

Lake Marion

Activity	Timeline	Description	Budget
1. General AIS Searches.	June - September	Conduct monthly AIS searches (zebra mussels, starry stonewort, spiny waterflea rusty crayfish, etc.) at the following locations: - Public boat access, - Casperson Park frontage/rock point, - Public fishing piers, and - Shoreline north of public access.	\$1,000
2. Curlyleaf pondweed (CLP) delineation.	April - May	Delineate CLP growth. Create map and shapefiles of treatable areas and provide to City and treatment contractor.	\$1,200
CLP assessment.	June	Conduct early season aquatic plant survey (full transect survey) that serves as a CLP assessment. Create map of growth extent and provide to City staff.	\$1,200
3. Eurasian watermilfoil (EWM) delineation.	June	Delineate EWM plant growth. Create map of growth extent and provide to City staff and treatment contractor. Provide results to City staff.	\$1,300
EWM assessment.	August-September	Assess post-treatment plant growth of EWM and native plants. Include results in aquatic plant survey report to be submitted by December 15, 2025.	\$2,400
Total			\$7,100

Continued on following page

Orchard Lake

Activity	Timeline	Description	Budget
1. General AIS Searches.	June - September	Conduct monthly (June-September) AIS searches (zebra mussels, starry stonewort, spiny waterflea, rusty crayfish, etc.) at the following locations: - Public boat access, and - Swimming beach.	\$800
2. Curlyleaf pondweed (CLP) delineation.	April-May	Delineate CLP growth. Create map of potential treatment areas and provide to City and treatment contractor.	\$900
CLP assessment.	June	Conduct early season aquatic plant transect survey. Assess CLP.	\$950
3. Eurasian watermilfoil (EWM) delineation.	June	Delineate EWM plant growth. Create map of potential treatment areas and provide to City staff and treatment contractor.	\$950
EWM assessment.	August-September	Assess post-treatment plant growth of EWM and native plants. Use a point intercept survey combined with a meander survey. Include results in aquatic plant survey report to be submitted by December 15, 2025.	\$3,000
Total			\$6,600

Aquatic Invasive Species Cost Summary

	Quote
Kingsley	\$1,900
Marion	\$7,100
Orchard	\$6,600
Total	\$15,600



Date: 4/7/2025

**Supplemental Agreement with WSB for Professional Services
for Rough Fish Assessment and Management on East Lake**

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for 2025 rough fish assessment and management on East Lake, City Project 23-58.

Overview

The City and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering to research and manage the rough fish population in East Lake to improve water quality and fish habitat. A deterrence system to prevent rough fish from entering the lake was installed in 2023. WSB conducted population estimates, rough fish removals, data collection and documentation in 2024 for associated permitting requirements. The next steps in the management plan include additional efforts in 2025 to remove rough fish, sample connected stormwater basins and wetlands (to identify spawning sites), collect data, and document findings. The City and VRWJPO entered into a Joint Powers Agreement on February 21, 2023, that established City and VRWJPO project responsibilities and costs. Project funding is through a \$300,000 Clean Water Fund grant, with grant match requirements shared evenly between the City and VRWJPO.

WSB's supplemental agreement includes the scope of services and estimated costs to complete rough fish assessment and management services on East Lake in 2025, and is subject to the Master Services Agreement dated September 2021.

Supporting Information

1. WSB Proposal
2. 2023 Joint Powers Agreement (CP 23-58)

Financial Impact: \$74,971.25 Budgeted: Yes Source: Utility Fund - Env. Res. Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Maria Friedges, Environmental Resources Specialist

3/21/2025

Mr. McKenzie Cafferty
Environmental Resources Manager
City Of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: 2025 East Lake Carp and Goldfish Management Proposal

Dear Mr. Cafferty:

In 2024, carp and goldfish removal was pursued in East Lake with the goal to improve the water quality in East Lake by removing a portion of the rough fish population with a secondary goal to describe the remaining population of carp and goldfish. Results of this effort were described in a summary report and recommendations for management were provided that aim to sustain progress gained through the 2024 removal operations.

This 2025 proposal reflects the recommendations given in the 2024 summary report and those discussed with project partners in planning meetings.

Management Actions Taken in East Lake with regards to Carp/Goldfish Management:

Box net operations on East Lake were successful in reducing the biomass of carp and goldfish by nearly 2,800 pounds, that is over 86 pounds per acre in 2024. This reduction in biomass is expected to reduce internal loading of phosphorus by nearly 22 pounds per year. This was done largely with the use of two box nets with small mesh netting material over 7 removal events.

As a part of the 2024 project, carp and goldfish biomass estimates were updated. Results from population estimate surveys suggest that carp biomass is below the critical threshold established for this invasive species, but goldfish numbers may still be high. Although a biomass threshold for goldfish has not been established by the scientific community, they are suspected to have an impact on water quality, like carp. Hundreds of goldfish and goldfish hybrid species were sampled in the April 24, 2024, sampling event followed by a high biomass removed in box netting operations. The catch rates of goldfish and goldfish hybrid biomass did not decline in 2024 suggesting numbers may still be high.

2025 East Lake Carp and Goldfish Management Proposal

To ensure that gains achieved through carp and goldfish biomass removal are sustained, a project workplan for 2025 includes removal of more biomass while taking steps to understand recruitment and implementing tasks designed to suppress recruitment of carp, goldfish, and goldfish hybrids to East Lake. Tasks under Objective #1 are designed to target carp and goldfish for removal, tasks under Objective 2 and Objective 3 will include the removal of carp and goldfish when encountered.

OBJECTIVE #1: Remove Carp and Goldfish Biomass in 2025

Large schools of goldfish were sampled in the springtime of 2024. In response, these aggregations will be targeted for removal via boat electrofishing, backpack electrofishing and seine netting in 2025. Carp and goldfish biomass removal via box netting in 2024 was successful at reducing the rough fish population by 86.1 pounds per acre. Box netting will again be pursued in 2025 to continue reducing the population of carp and goldfish in the basin.

Task 1: Early season boat electrofishing and seine netting to target aggregations of goldfish in East Lake

We propose to electrofish and utilize small seine nets to remove goldfish that are known to aggregate in the springtime within the East Lake main basin. These aggregations were encountered on April 24, 2024. This task will be pursued in mid April to mid May 2025 on up to two occasions. Disposal of fish captured under this task and the decontamination of equipment is covered under this task budget.

A net barrier will be placed on the outlet structure of East Lake as it enters North Creek, similar to the installation in 2024. This net may prevent some migration into the creek but is not being designed in 2025 to promote an aggregation as these are thought to occur naturally as water temperatures rise.

Task 2: Baited box netting in East Lake using automatic feeding stations

This task utilizes three (3) baited box nets with small mesh size with automatic feeding stations to be sprung on at least seven (7) occasions to capture and remove carp and goldfish in 2025. If time remains on a box netting removal date, WSB will utilize boat electrofishing and seine netting when feasible, to remove additional biomass. Carp and goldfish disposal is included under this task. Automatic feeding stations are expected to increase the effectiveness of box netting removal events since they will function to feed fish on a regular schedule. Consideration will be given to moving the location of box nets if catch rates seem to be declining.

Automatic feeding stations will be refilled 3-5 days before a removal event is planned and the sites will be visited 1-2 days before removal events to ensure that the net is prepped for deployment.

OBJECTIVE #2: Determine if wetland area upstream of barrier site and downstream of East Lake serves as a spawning site for carp and/or goldfish; Respond to aggregation if detected upstream of barrier site.

A barrier was installed on the North Creek outlet channel in 2024 that was designed to reduce carp migration and recruitment of young and adult carp to East Lake that may migrate from downstream. The VRWJPO confirmed that the barrier was effective at deterring fish movement

through observations at the barrier site in 2024. It is currently unknown if carp and/or goldfish and goldfish hybrids use the cattail wetland upstream of the barrier site to complete their life history as fish movement is currently unrestricted to this area from East Lake in normal to high flow conditions.

Task 1: Sample in wetland area using backpack shocker

On up to two occasions in 2025, the wetland areas and stream reach between the outlet of East Lake and the electric barrier site, backpack shocking will be pursued. This visit will happen in the springtime to monitor for adult carp that may have moved into the area to spawn and recruit young fish to East Lake itself. One or more of these visits may occur if VRJPO reports seeing an aggregation upstream of the electric barrier site as they have a camera that monitors this location. Carp or goldfish encountered during these surveys will be removed from the lake and properly disposed of.

If only one visit is made in the springtime at this location, an increased effort will go towards removal operations via box netting or electrofishing. The second visit will be reserved for the chance an aggregation is detected on VRJPO cameras in 2025.

OBJECTIVE #3: Gain a better understanding of carp and goldfish recruitment rates and areas that support successful recruitment.

Bluegill are especially important to carp management as they are known to predate upon carp eggs and larvae. Other native species such as largemouth bass and northern pike are suspected to predate on carp and goldfish as they mature. As carp and goldfish management continues in East Lake, supporting the native fishery will be important in keeping the biomass of the undesirable fish low. This might be done through aeration, stocking, aquatic vegetation management, and other habitat improvements such as fish sticks and/or rock piles.

We understand that the City of Lakeville has contracted with Bluewater Science to conduct a trap net survey in East Lake in 2025. WSB will make an effort to obtain survey results from BWS to incorporate into our final report to help describe the overall fishery of East Lake.

Task 1: Trap netting in East Lake's neighboring ponds to determine if they act as a recruitment area for carp and/or goldfish

Ponds will be identified by the City of Lakeville that can be accessed by fish from East Lake that will be sampled in late summer to early fall time to monitor for young of the year carp and or goldfish species. This survey will include trap netting and backpack electrofishing. All fish that are captured in this survey will be reported with a subset of lengths. Barriers to fish movement or aeration of these ponds would be recommended if they are found to hold carp and or goldfish young of the year.

OBJECTIVE #4: Reporting on 2025 management activities on East Lake

Task 1: 2025 Project Reporting and MN DNR Permit acquisition and reporting

A report will be delivered in November for review before a final draft is delivered by December 1, 2025 to meet grant requirements. The report will detail survey and removal activities in 2024 and 2025 and describe phosphorus load reductions as a result of biomass removal. This report will also incorporate BWS and MN DNR historical survey data to begin describing the overall fishery

of East Lake with regards to carp and goldfish populations. This will be followed by recommendations for future carp and goldfish management action in East Lake.

Schedule - 2025

Objective/Task	April	May	June	July	August	Sept	Oct	Nov	Dec
O1T1									
O1T2									
O2T1									
O3T1									
O4T1									

Budget

Objective/Task	Cost
Project Management	\$ 884.00
Objective #1	
Task 1	\$ 8,528.00
Task 2	\$50,026.25
Objective #2	
Task 1	\$ 4,977.00
Objective #3	
Task 1	\$ 6,692.00
Objective #4	
Task 1	\$ 3,864.00
TOTAL PROJECT COST	\$74,971.25

We will provide these services in accordance with our 2021 Master Professional Services Agreement with the City of Lakeville.

Sincerely,
WSB

Mary Newman

Mary Newman
Sr. Environmental Scientist

**JOINT POWERS AGREEMENT FOR
THE EAST LAKE ROUGH FISH BARRIER AND ROUGH FISH REMOVALS PROJECT BETWEEN THE
VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND
THE CITY OF LAKEVILLE CITY PROJECT 23-58**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, East Lake is a recreational lake within the Vermillion River Watershed; and

WHEREAS, East Lake is identified on the EPA's 303d Impaired Waters List for excess nutrients, namely phosphorus; and

WHEREAS, release of phosphorus from the lake bottom sediment is a contributor to the water quality problems; and

WHEREAS, rough fish like carp and goldfish are present in the lake and their aggressive bottom feeding results in additional phosphorus release from the lake bottom sediments; and

WHEREAS, restoration strategies in the WRAPS report identify the need for fish barriers and rough fish removals; and

WHEREAS, blocking movement of rough fish to their spawning areas and limiting fish recruitment while also removing rough fish from East Lake will result in improved water quality; and

WHEREAS, a fish barrier and fisheries management were identified in the Vermillion River Watershed Management Plan's Implementation Section; and

WHEREAS, a rough fish barrier and subsequent rough fish removals (Project) will be completed to address the water quality problem; and

WHEREAS, the estimated Project cost is \$375,000; and

WHEREAS, the VRWJPO was awarded a \$300,000 Clean Water Fund (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) for the barrier portion of the project; and

WHEREAS, the Grant has a minimum match requirement equal to 25% of the amount of Grant monies received, either in the form of cash or in-kind services; and

WHEREAS, the City and VRWJPO have included cash match of at least 25% of the Grant amount used for Project costs in their Capital Improvement Plan and will participate in rough fish removals or the installation and construction of the fish barrier after applying Grant monies; and

WHEREAS, the VRWJPO, and as a result of this Joint Powers Agreement, the City will follow all applicable BWSR Grant policies and requirements that are relevant to each party.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the City hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define the Project responsibilities and Project cost-sharing obligations of the VRWJPO and the City.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and the City.

ARTICLE 3 TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

The VRWJPO and City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5 TECHNICAL AND QUALITY ASSURANCE

The VRWJPO and City or their representatives will provide technical and quality assurance for the rough fish barrier portion of the Project. Any engineer providing technical and quality assurance on earthwork for the barrier must be a licensed Professional Engineer in the State of Minnesota. Earthwork for the barrier will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. If vegetative practices are needed as part of earthwork, they must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines.

An engineer must be licensed in the State of Minnesota if they provide technical and quality assurance specific to the rough fish barrier. If an engineer is not used for technical and quality assurance, the installer providing technical and quality assurance must have previously documented experience with the installation, operation, and maintenance of the barrier; or must be an employee of the barrier manufacturer and have experience with the installation, operation, and maintenance of the barrier. The Engineer and/or barrier installer providing technical and quality assurance will certify that the barrier was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO. An as-built plan set will be provided to the VRWJPO by the Engineer and/or installer immediately following barrier completion as part of the required Project certification.

Rough fish removals will be performed by a commercial fisherman licensed and approved for fish removals for this portion of the State.

ARTICLE 6 PROJECT PLANS AND SPECIFICATIONS

The City is the lead agency for design and construction administration of the barrier portion of the Project, effective upon execution of this Agreement by both parties. The VRWJPO and City shall approve the plans and specifications (Barrier Plans) prior to advertising for bids. The City is the lead agency for implementation of the rough fish removals.

ARTICLE 7 PAYMENT

- 7.1** The City will administer the contracts and act as the paying agent for all payments to the contractor(s).
- 7.2** The Grant will reimburse activities up to \$300,000 related to the engineering, permitting, bidding, installation, construction of the barrier (City eligible).
- 7.3** The Grant has a match requirement to the amount of monies received. The match shall be provided by the City and the VRWJPO in the amount of up to \$75,000 in cash match. The match will be evenly split between organizations with each providing up to \$37,500 that will pay for rough fish removals and/or barrier construction. The VRWJPO's portion of its match will be conveyed to the City for Project implementation.
- 7.4** The VRWJPO will contribute in-kind Grant administration services for the project.
- 7.5** The City's maximum eligible reimbursement is up to \$337,500.
- 7.6** No payment shall be made prior to approval of the Barrier Plans by both the VRWJPO and City.
- 7.7** The VRWJPO shall pay the City for engineering and construction costs on a reimbursement basis. Under the terms of the Grant, the VRWJPO will receive funds in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the barrier has been installed in accordance with this Agreement and the Barrier Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.
- 7.8** The VRWJPO may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to be repaid for any overpayment or disallowed claim.
- 7.9** All services provided by the VRWJPO under the BWSR Grant Agreement, attached and incorporated herein as Exhibit 1, and services provided by the City to the VRWJPO through this Joint Powers Agreement must be performed to the State's satisfaction, as set forth in Exhibit 1 and in the BWSR approved work plan.

ARTICLE 8 CITY OBLIGATIONS

- 8.1** **AUTHORIZED PURPOSE.** The funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.
- 8.2** **CONSTRUCTION REQUIREMENTS.** The barrier shall be constructed in accordance with the Barrier Plans. The VRWJPO and City shall approve any modifications to the Barrier Plans.

- 8.3 CONSTRUCTION AND DESIGN FAILURES.** Any failure related to construction or design of the barrier shall be addressed in the contracts with the construction firm or professional services firm.
- 8.4 RIGHT-OF-ENTRY.** The City hereby permits the VRWJPO, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located for the purpose of inspecting the construction or implementation of the Project.
- 8.5 OPERATION AND MAINTENANCE.** Dakota County will be responsible for the for on-going maintenance of the barrier through a separate agreement with the City and VRWJPO upon completion for a minimum of 10 years unless necessitated by a failure due to Acts of God or Force majeure.
- 8.6 COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing or implementing the Project, including obtaining all necessary permits to construct or implement the Project.
- 8.7 PUBLICITY.** The City hereby permits the VRWJPO to take and disclose photographs of the Project for use in publications or promotional material or on its website to highlight the VRWJPO's programs. The City shall appropriately acknowledge the funding provided by the VRWJPO, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 10 AUTHORIZED REPRESENTATIVES AND LIAISONS

- 10.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO

Mike Slavik, Chair, or successor
Vermillion River Watershed JPO
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7030

TO THE CITY

Justin Miller, City Administrator, or successor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: (952) 985-4400

In addition, notification to the VRWJPO regarding termination of this Agreement by the City shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 10.2 LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the City. The VRWJPO and the City shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison
Travis Thiel
Senior Environmental Specialist
Telephone: (952) 891-7546
Email: travis.thiel@co.dakota.mn.us

City Liaison
McKenzie Cafferty
Environmental Resources Manager
Telephone: (952) 985-4520
Email: mcafferty@lakevillemn.gov

ARTICLE 11 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the City.

ARTICLE 12 TERMINATION

- 12.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by the City in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 12.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The VRWJPO will pay for expenses incurred by the City up to Notice of Termination of work on the Project.

ARTICLE 13 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

ARTICLE 14 MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 15 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

ARTICLE 16 GOVERNMENT DATA PRACTICES

The City and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn.Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the VRWJPO.

ARTICLE 17 SURVIVABILITY

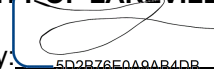
The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

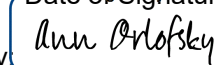
ARTICLE 18 DEFAULT: FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, acts of civil or military authority, and natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CITY OF LAKEVILLE

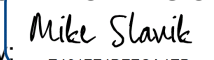
By: 
5D2B76E0A9AB4DB...
 Luke Hellier, or successor
 Mayor
 Date of Signature 03/07/2023 | 8:22 AM CST

By: 
4BC5CCF06B954A...
 Ann Orlofsky
 City Clerk
 Date of Signature 03/07/2023 | 8:31 AM CST

Approved as to form:

/s/ G. Paul Beaumaster 2/9/23
 Assistant County Attorney/Date
 KS-23-20
 VRW Resolution No. 23-05

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

By: 
E4647F4BFFCA4EB...
 Mike Slavik, or successor
 Chair
 Date of Signature 03/07/2023 | 11:38 AM CST



**FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000197289
PO#:	3000015661

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Vermillion River Watershed JPO, 1431 Erickson Drive Hastings Minnesota 55033** (Grantee).

Fiscal Agent: Dakota County

This agreement is for the following grant(s):

C23-5405	FY23 CWF East Lake Rough Fish Barrier Project	\$300,000
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Total Grant Awarded: \$300,000

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Sec. 6(b), (j), &(p) appropriated Clean Water Funds (CWF) to the Board for the FY22/23 Clean Water Fund Projects & Practices, Multipurpose Drainage Management, and Soil Health Grants.
2. The Board adopted the FY23 Clean Water Fund Competitive Grant Policy and authorized the FY23 Clean Water Fund Competitive Grants Program through Board Order #22-31.
3. The Board adopted Board Order #22-55 to allocate funds for the FY23 Clean Water Fund Competitive Grants Program.
4. The Grantee has submitted a Board approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

Mike Slavik, Chair
Vermillion River Watershed Joint Powers Organization
1590 Highway 55
Hastings, MN 55033-2343
(651) 438-4427

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd.4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This Grant Agreement includes an advance payment of 50% of each grant's total amount per grant. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY23 Clean Water Fund Competitive Grant Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

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

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

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

13. **Termination.**

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

***IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Vermillion River Watershed JPO

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

/s/ G. Paul Beaumaster 2/9/23
Assistant County Attorney/Date
KS-23-66

Certificate Of Completion

Envelope Id: E3865891E461482B8FF8FCA71CC60BC

Status: Completed

Subject: Complete with DocuSign: City of Lakeville (VRW) - Contract #DCA20225

Source Envelope:

Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sara Glasby

AutoNav: Enabled

1590 Highway 55

Enveloped Stamping: Enabled

Hastings, MN 55033

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sara.glasby@co.dakota.mn.us

IP Address: 35.148.66.127

Record Tracking

Status: Original

Holder: Sara Glasby

Location: DocuSign

3/7/2023 7:59:25 AM

Sara.glasby@co.dakota.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Dakota County

Location: DocuSign

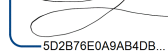
Signer Events**Signature****Timestamp**

Luke Hellier

DocuSigned by:

Sent: 3/7/2023 8:07:28 AM

lhellier@lakevillemn.gov


5D2B76E0A9AB4DB...

Viewed: 3/7/2023 8:21:59 AM

Mayor

Signed: 3/7/2023 8:22:44 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 97.92.82.69

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 8:21:59 AM

ID: 663544b3-a26a-4158-b0fa-780200fc6a00

Ann Orlofsky

DocuSigned by:

Sent: 3/7/2023 8:22:46 AM

aorlofsky@lakevillemn.gov


4BC5CCF86B954A4...

Viewed: 3/7/2023 8:30:59 AM

City Clerk

Signed: 3/7/2023 8:31:34 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 156.142.21.15

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 8:30:59 AM

ID: 62631eec-fb44-4a9b-b550-2eb3de042be7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Sara Glasby

COPIED

Sent: 3/7/2023 8:31:35 AM

sara.glasby@co.dakota.mn.us

Resent: 3/7/2023 8:31:37 AM

Contract Specialist

Viewed: 3/7/2023 8:33:38 AM

Dakota County

Security Level: Email, Account Authentication
(None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/7/2023 8:07:28 AM
Certified Delivered	Security Checked	3/7/2023 8:30:59 AM
Signing Complete	Security Checked	3/7/2023 8:31:34 AM
Completed	Security Checked	3/7/2023 8:31:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Certificate Of Completion

Envelope Id: B8047DB54E9245A98F01D7ADDDACC308

Status: Completed

Subject: Complete with DocuSign: City of Lakeville (VRW) - Contract #DCA20225

Source Envelope: E3865891E461482B8FF88FCA71CC60BC

Document Pages: 11

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Sara Glasby

1590 Highway 55

Hastings, MN 55033

Sara.glasby@co.dakota.mn.us

IP Address: 35.148.66.127

Record Tracking

Status: Original

Holder: Sara Glasby

Location: DocuSign

3/7/2023 11:06:54 AM

Sara.glasby@co.dakota.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Dakota County

Location: DocuSign

Signer Events

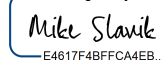
Mike Slavik

Mike.Slavik@CO.DAKOTA.MN.US

Chair, VRWJPO

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Mike Slavik
E4617F4BFFCA4EB...

Signature Adoption: Pre-selected Style

Using IP Address: 207.171.99.1

Signed using mobile

Timestamp

Sent: 3/7/2023 11:10:22 AM

Viewed: 3/7/2023 11:38:34 AM

Signed: 3/7/2023 11:38:55 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2023 11:38:34 AM

ID: 61586687-f4e9-4e5d-8cab-fdaa6ebd9753

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/7/2023 11:10:22 AM

Certified Delivered

Security Checked

3/7/2023 11:38:34 AM

Signing Complete

Security Checked

3/7/2023 11:38:55 AM

Completed

Security Checked

3/7/2023 11:38:55 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**



Date: 4/7/2025

Contract for Stump Removal Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with DAKS Stump-N-Snow, LLC. for tree stump removal services.

Overview

Stump removal is a necessary step in completing the removal of trees in the public right-of-way, city parks, and at municipal facilities. This includes stumps from ash trees removed as part of the Emerald Ash Borer Management Plan, as well as those removed through routine tree maintenance. Under Forestry's annual work plan, stump removal includes the grinding of stumps, removal of wood chips, and restoration of the site with topsoil and grass seed.

The total cost of stump removal services is based on the number of trees removed in the prior calendar year. For 2025, Forestry and Public Works-Streets estimate the removal of approximately 255 stumps, totaling 6,132 inches of stump flare. This includes 55 ash tree stumps removed under the Shade Tree Bonding Grant, with associated costs reimbursed by grant funding. The contract rate will also be available to other city divisions or departments should additional stumps require removal.

The City solicited quotes from three contractors in March and received the following:

- DAKS Stump-N-Snow LLC. \$10.60/inch, or \$64,999.20
- Carr's Tree Service: \$13.50/inch, or \$82,782.00
- Stump Guys: Did not return a quote

The lowest quote was submitted by DAKS Stump-N-Snow LLC., whose proposal met all contract specifications and city requirements. The selection was based on both cost-effectiveness and compliance with service standards. Staff recommends approval of the contract with DAKS Stump-N-Snow LLC.

Supporting Information

1. Contract - Daks Stump-N-Snow LLC

Financial Impact: \$64,999.20 Budgeted: Yes Source: Forestry Budgets and State Grant Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zachary Jorgensen, City Forester
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CONTRACT FOR SERVICES

THIS AGREEMENT made this 7th day of April 2025, by and between the CITY OF LAKEVILLE, a Minnesota municipal corporation, hereinafter referred to as the "City", and DAKS STUMP-N-SNOW, LLC., a Minnesota limited liability company, 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 consists of tree stump removal services within City rights of way, parks, and 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. City Request for Quotes, 2025 Stump Removal, dated March 3rd, 2025 (RFQ).
 - C. Contractor's Completed Quote Form.

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 "C" 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. **WORK COMPLETION DATES.** The Contractor agrees to complete work as specified in section 1.2 SPECIFIC DATES OF COMPLETION of the RFQ.
5. **PAYMENT.**
 - A. The City agrees to pay and the Contractor agrees to receive payment on a per unit basis as stated in the Quote for completion of work in accordance with the contract documents, inclusive of taxes, if any. City shall make 95% progress payments on the Contract Price on the basis of approved Contractor invoices for work completed provided the work is commensurate with the percentage of work completed. Upon final completion of the work require under the Contract and acceptance by the City, the City shall pay the remainder of the Contract Price as recommended by the City Forester.
 - 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.

6. 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.

7. 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.
8. **GOVERNING LAW.** The Contract shall be governed by the laws of the State of Minnesota.
9. **INSURANCE.** Suppliers shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis by endorsement. The Supplier shall furnish the City a certificate of insurance satisfactory to the Owner evidencing the required coverage:

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

Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance 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

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following minimum limits:

\$1,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the City. If the Contractor desires authority from the City to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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.

All insurance policies (or riders) required by this Agreement shall be:

- (i) 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;
- (ii) Shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective or ten (10) days' notice for non-payment of premium;

- (iii) 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 .;
 - (iv) Shall be in accordance with specifications approved by the insurance advisory for City; and
 - (v) Shall 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.
10. **TERM.** The term of this Contract shall be from the effective date of the executed contract to the completion of all work contemplated by the contract or October 31st, 2025, unless sooner terminated as hereinafter provided.
 11. **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.
 12. **TRAFFIC CONTROL.** The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular, pedestrian, and bicycle traffic through the project during the life of the contract from the start of contract operations to the final completion thereof. The city will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. All temporary traffic control required under this contract shall be performed as incidental work for which no direct payment will be made.

All traffic control devices shall conform and be installed in accordance with the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts," the "Guide to Establishing Speed Limits in Highway Work Zones," the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Sign Manual, the Traffic Engineering Manual, and these special provisions.
 13. **TERMINATION WITHOUT CAUSE BY CITY.** The City reserves the right at its sole discretion to terminate this Contract 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.
 14. **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.

15. **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: DAKS Stump-N-Snow, LLC
9950 245th St E
Lakeville, MN 55044

16. **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.
17. **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.
18. **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.

19. 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.

20. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship which may develop in any part of the contracted service, and upon proper notification by the City shall remedy, without cost to the City, any such faulty work and damage done by reason of the same in accordance with the proposal specifications.

21. CHANGE ORDERS. 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 Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the work involved. Changes in the Contract Price shall be based on the Proposal Prices

22. 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.

23. 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 Contractor or vendor, 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 Contractor, or vendor, 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.

24. **BACKGROUND CHECKS.** The City may require criminal history background checks of the Contractor's employee's for purposes of access to City facilities. 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

DAKS STUMP-N-SNOW, LLC:

BY: David Kollson

ITS: David Kollson owner



Date: 4/7/2025

Purchase of Water Meters

Proposed Action

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

Overview

Lakeville provides metered water service to residential, commercial, and industrial customers. To ensure consistency, reliability, and operational efficiency, the City has standardized its water meters with Neptune meters. This purchase replenishes the City's inventory of meters for new construction, repairs, and replacements.

The Utility Division requested a quote from Ferguson Waterworks for Neptune meters compatible with the City's fixed-base meter reading system. Ferguson Waterworks provided a quote of \$73,800.00 and is the only locally authorized supplier of Neptune meters, ensuring compatibility with the City's infrastructure. Staff recommends approval of this purchase

Supporting Information

1. Meter Quote

Financial Impact: \$73,800.00 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:

17:57:41 MAR 19 2025

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B173049
Bid Date: 03/19/25
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" METERONLY

Job Name: METER ACCOUNT

Item	Description	Quantity	Net Price	UM	Total
NED2D11RPEG21	LF 3/4 SL T10 MTR P/C USG NO REC *X	136	250.000	EA	34000.00
NED2F11RPDG11	LF 1 T10 MTR P/C R900I USG	60	500.000	EA	30000.00
NED2H11RPDG11	LF 1-1/2 T10 MTR P/C R900I USG	10	980.000	EA	9800.00
Net Total:					\$73800.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$73800.00

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.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

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: 4/7/2025

Professional Services Agreement with CNH Architects

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services agreement with CNH Architects for the design of a new fire station.

Overview

In anticipation of transitioning to a hybrid (both paid-on-call and full-time) firefighting staff, a fire station facility study was completed in 2023. The study indicated there are significant improvements that need to be completed to each station to modernize them to meet best practices for station designs and to add dorm/sleeping quarters and related kitchen and laundry areas to accommodate full-time staff. The study also indicated that to improve firefighting services and response times, stations 2 and 4 should be combined into a new fire station in the Dodd Boulevard and Cedar Avenue area.

Staff has been working with CNH Architects to prepare a professional services contract to design the new fire station. The contract with CNH Architects would be for the development of preliminary building plans, site layout, and design specifications, including cost estimates, budgeting, and construction schedule. A second phase of the contract will also include final design and engineering specifications, bidding the project and providing technical support throughout the construction of the new station. The total cost of these services is \$1,484,400

Supporting Information

1. CNH Proposal and Contract 4-7-25

Financial Impact: \$1,484,400 Budgeted: Yes Source: CIP/Franchise Fees Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Allyn Kuennen, Assistant City Administrator
--

YOUR SUCCESS IS OUR INSPIRATION.



PROPOSAL FOR
LAKEVILLE COMBINED FIRE STATION PROJECT

JANUARY 2025

(952) 431-4433  CNHARCH.COM

24051



January 2025

City of Lakeville
201 Holyoke Ave
Lakeville, MN 55044

Dear Mr. Allyn Kuennen,

On behalf of CNH Architects, thank you for selecting our firm for the City of Lakeville Combined Fire Station. CNH Architects has been providing outstanding architectural design services for city, county, and state projects for more than 50 years. Our proposal will describe the following attributes we will bring to your project:

EXPERIENCED, PRINCIPAL-LED DESIGN

As CNH Architects' Principal, I bring 38 years of experience running very successful municipal and public safety projects. CNH has designed many new and expanded municipal facilities including public works facilities, city halls, fire stations, and police stations. We have built long-standing relationships with cities such as Apple Valley, Burnsville, Plymouth, and Lino Lakes, and our rapport with these cities has resulted in the opportunity to work on multiple projects in each of them. We look forward to the opportunity to continue to build a relationship with the City of Lakeville.

In addition, CNH is a leader in fire station design throughout the region, focusing on the many critical facility elements unique to cutting-edge station design. Our project expertise covers many specialized facets of public safety design including secure, safe, functional, and welcoming facilities as well as award winning buildings such as the nationally recognized Burnsville Fire Station No. 1 and Roseville Fire Station. We feel strongly that the team starting the project is the one that works on it until the last project step. As the project's Principal Architect, I will be your main contact throughout and, along with fellow Principal Brooke Jacobson, we will be involved daily in meeting your needs.

CLIENT-FOCUSED PROJECT APPROACH

The best way to summarize CNH Architects' approach is that we work cooperatively with our clients to reach the best solution for your operations. Our office excels at working on fire station projects and building consensus among the members of the community and the multiple stakeholders, as well as city staff and officials. We will listen carefully to understand your needs to then create a custom, purposeful design that addresses your goals and budgets.

We take pride in being accessible to our clients, being trustworthy, and providing high-quality service. At CNH, we treat our clients, consultants, and construction personnel with respect, as we believe they all have a valuable perspective and role in a smooth, successful project.

Again, thank you for this opportunity to present CNH Architects' qualifications for this project. I am confident our experience and design philosophy will be a great fit.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Q. Hutson', is written over a light blue circular stamp.

Quinn S. Hutson, AIA, LEED AP
Principal
CNH Architects, Ltd.
952-997-4583
qhuston@cnharch.com

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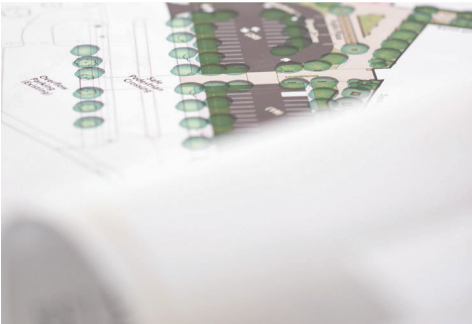
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COMPANY OVERVIEW



CNH Architects is a full-service architectural firm providing architectural and interior design, and along with our consulting engineers and designers, we provide engineering, landscape architecture, and other specialties. Our clients include corporate, commercial, manufacturing, recreational, and government agencies. Principals Quinn Hutson and Brooke Jacobson are directly responsible for all design work.



CNH Architects has a staff with advanced training and certification in several areas including Certified Interior Designers, Certified Construction Specifiers, LEED Accredited Professionals, NCARB certifications, and Construction Document Technologists.



With an efficient project team and more than 55 years of experience, CNH Architects has a strong reputation for well thought-out design plans and personal attention to client requirements. CNH Architects stresses strong design, quality contract documents, close communications with clients, and an intense field review and follow-up program. We are organized to assume full, single source responsibility for a thoroughly integrated and cost effective service. From a project's beginning - program, budget, and schedule are established - and a team of experts is assembled under the principal and project manager to assure that elements are addressed, answered, and the design and construction process is fully coordinated. A growing list of satisfied and repeat clients is testimony to the discipline and persistence of an organization that will not settle for partial success.

Over the last several years, CNH Architects has worked on construction projects which total between 50-200 million dollars annually. Our projects have varied including city, county, and state work, along with private sector clients.



Sustainable design is an integral part of our practice. A majority of our professional staff have LEED accreditation and our office designed the first Green Globe projects in Minnesota. Green Globes is a third party national verification system as administered by the Green Building Initiative.

COMPOSITION OF FIRM

Architects	8
Interior Designers	3
Designers	4
Marketing	1
Accounting	1

OWNERSHIP

CNH Architects is organized as a corporation. Founded in 1969, the corporation is privately owned with the stock held by Principals Quinn Hutson and Brooke Jacobson, along with Associate Principals Al Tsai and Timothy Nielsen.

QUALIFICATIONS



CNH Architects and the members of our public safety design team are experienced and dedicated to the design of state-of-the-art fire stations. We research national trends as they develop, explore operational and design efficiencies within our fire station designs, and share this expertise with the broader fire service. As one of the most experienced fire station design team in the region, we have worked on fire stations all around the Twin Cities metropolitan area.

CNH Architects is familiar with the Lakeville Fire Department and the specific goals of the Combined Fire Station project having spent the last year working together on the departments facility needs study. We look forward to working together to provide a fire station design that maximizes firefighter health and wellness, supports the expanded apparatus requirements including efficient response flow within station and site, incorporates firefighter training features, and provides for a flexible, relaxing residence suite.

Fire department operations and fire station design have gone through significant change in the past decade, whether it is models of service, training at the station, or firefighter health issues – and this change continues. CNH will work with the City of Lakeville to evaluate each of these important elements in current fire station design, working together to incorporate these best practices in ways to maximize the city's goals. Our design team will explore the space requirements and operational flows. Specialized fire station programming spreadsheets and past project examples will be used to aid in a comprehensive review of options. However, the goals set for this project will ultimately reflect your unique vision and approach. The new fire station will be designed to meet the needs of the Lakeville Fire Department for the next 40 to 50 years.

In addition to the typical full design services associated with a fire station project, CNH Architects understands that communication throughout all tasks is key to a successful project. Our team is experienced at listening to constituents and stakeholders, exploring options, and communicating the project's goals and designs to all audiences, whether it is the core team, fire department staff, City Council, or the general public. CNH regularly assists our clients in educating the public on the value and direction of their projects. Graphics are provided to clearly represent the findings and project designs in realistic and understandable visuals. We have particularly found the use of 3D walkthrough videos to explore the project design an amazing tool both for design meetings and presentations to Councils or citizens.

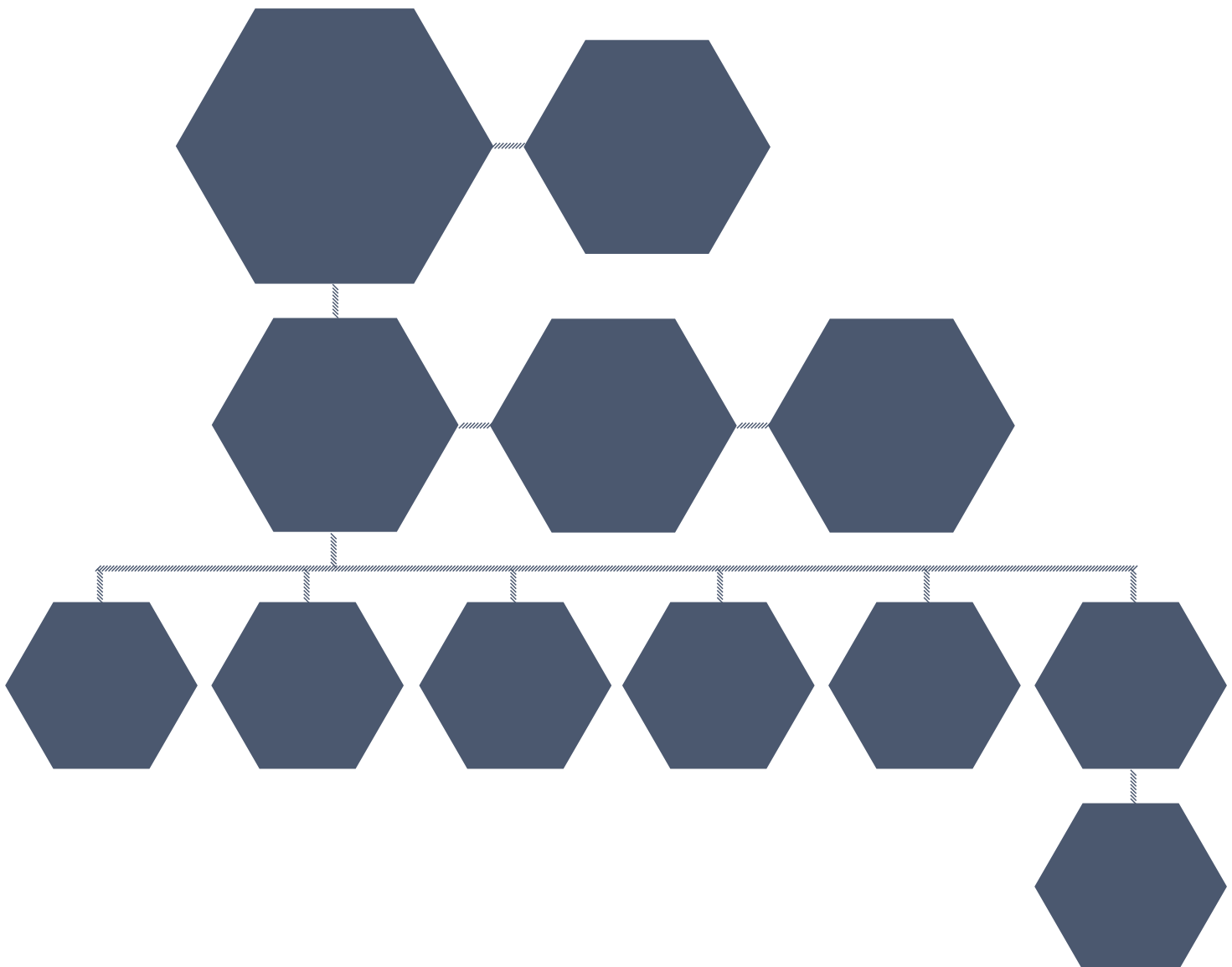
DESIGN TEAM



PROJECT TEAM COLLABORATION

Along with a talented multi-disciplinary team of professionals, CNH Architects brings a strong reputation for well-designed projects and personal attention to client requirements. Each of the team's consultants have been chosen because of their engineering or design quality, client-directed services, progressive methodologies and commitment to sustainable design. The team has a long history of working together on public building design, including CNH Architects' recent fire station projects. Based on this extensive long-term collaboration experience, these firms under CNH's leadership have fully developed coordination and design processes to efficiently and thoroughly support the overall project from schematic design through project occupancy.

In addition to our team's strong history of collaboration, CNH Architects and our consultant team selected for this project are all led by firm principals or department heads. This combination of design experience and administrative authority is an important element that CNH looks for in our engineering and design consultants, as we have found it provides assurance that the project will be staffed as needed to meet our client's timeline goals as well as a high level of pride in the services delivered.



DESIGN TEAM



QUINN S. HUTSON AIA, LEED AP, NCARB
Principal Architect, Project Lead
CNH ARCHITECTS

EDUCATION

Bachelor of Architecture, University of Minnesota

QUALIFICATIONS

Professional Architect, MN, CO, NJ, NY;
Certified Interior Designer, MN; NCARB
Certificate; LEED Accredited Professional,
Minnesota Registration No. 21234

As principal in the firm, Quinn's responsibilities cover all facets of leading CNH's public safety design projects. Individual project tasks include: client need assessment, alternative concept development, design/construction document preparation, quality assurance reviews, code compliance verification and approval assurance. In addition to 38 years with CNH Architects, Quinn's background includes many years of construction experience and annual continuing education to bring current construction knowledge to all of his projects.

RELEVANT EXPERIENCE

City of Apple Valley | Fire Station No. 2

City of Bloomington | Fire Station No. 4, South Loop Fire Station Study

City of Brooklyn Park | Fire Stations No. 1, No. 2, No. 3 & No. 4 Facility
Needs Masterplan Study, Fire Station No. 2

City of Burnsville | Fire Station No. 1, City Hall & Police Predesign Study

City of Chaska | Public Safety Facility

City of Coon Rapids | Fire Station No. 3

City of Eagan | Fire Station No. 1, Fire Station No. 2 Remodel, Fire
Station No. 3 Remodel, Fire Station No. 4 Addition/Remodel

City of Mendota Heights | Fire Station Addition/Remodel, City Hall &
Police Preliminary Design

City of Plymouth | Fire Station No. 2 & No. 3

City of Roseville | Fire Station

City of Victoria | Fire Station



DESIGN TEAM



BROOKE JACOBSON AIA, LEED AP, CDT
Project Architect, Lead Designer
CNH ARCHITECTS

EDUCATION

Master of Architecture, Iowa State University; Bachelor of Science in Architectural Studies, University of Wisconsin Milwaukee

QUALIFICATIONS

Professional Architect, MN, NJ; NCARB Certificate; Construction Document Technologist; LEED Accredited Professional Minnesota Registration No. 48871

As Project Architect, Brooke will assist the Principal Architect in developing a thorough building design tracking each fire department goal throughout the project design. She will also lead the internal team in developing comprehensive, well coordinated construction documents.

RELEVANT EXPERIENCE

ABLE Fire Training Center in Burnsville, MN
City of Apple Valley | Fire Station No. 2
City of Bloomington | Fire Station No. 4
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Eagan | Fire Station No. 1, Fire Station No. 4 Addition/Remodel
City of Lino Lakes | Fire Station No. 2
City of Mendota Heights | Fire Station Addition/Remodel
City of Plymouth | Fire Station No. 2 & No. 3
City of Roseville | Fire Station
City of Victoria | Fire Station



DESIGN TEAM



In her role, Brittany is responsible for coordinating interior design with architectural and engineered design. She is adept at creating detailed floor plans, selecting and overseeing materials based on client feedback, developing comprehensive designs, and producing high-quality interior imagery. Brittany will bring her experience to create cohesive and functional spaces and is known for embracing challenges and thriving in the dynamic design industry - making her a valuable asset to the team.

RELEVANT EXPERIENCE

City of Chaska | Public Safety Facility
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Police City Hall Expansion
City of Victoria | Fire Station

BRITTANY KOESTER

Project Manager/Interior Design Lead
CNH ARCHITECTS

EDUCATION

Masters of Architecture, University of
North Dakota



DESIGN TEAM



JAY S. HRUBY PE
Principal, Electrical Engineer
EDI-DOLEJS

EDUCATION

Masters of Business Administration,
University of St. Thomas; Bachelor of Science in Electrical Engineering, University of North Dakota

QUALIFICATIONS

Registered Professional Engineer, MN, IA, MT, MI, WI, ND, SD, WA, WY
Minnesota Registration No. 40290

Jay has committed a large percentage of his electrical engineering career to the promotion of energy conservation and sustainability within his designs of commercial, industrial, educational, and public safety buildings.

RELEVANT EXPERIENCE

ABLE Fire Training Center in Burnsville, MN
City of Apple Valley | Fire Station No. 2
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Eagan | Fire Station No. 1, Fire Station No. 4 Addition/Remodel
City of Lino Lakes | Fire Station No. 2
City of Mendota Heights | Fire Station Addition/Remodel
City of Minneapolis | Remodel/Upgrades (10 Fire Stations)
City of Plymouth | Fire Station No. 2 & No. 3
City of Roseville | Fire Station
City of Victoria | Fire Station



DESIGN TEAM



STEVE SCHREURS PE, LEED AP
Mechanical Engineer
EDI-DOLEJS

EDUCATION

Bachelor of Mechanical Engineering,
University of Minnesota; Bachelor of Science,
Energy System Design, Evergreen
State College, Olympia WA

QUALIFICATIONS

Registered Professional Mechanical
Engineer, MN, MT, WI, IA, IL, NE, OH,
WY, WA
Minnesota Registration No. 19622

Steve has more than thirty years experience in mechanical equipment and system design for industrial, commercial, institutional and electric power plant facilities. This experience includes a strong focus on highly-efficient systems that provide a high level of occupant comfort.

RELEVANT EXPERIENCE

City of Apple Valley | Fire Station No. 2
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Eagan | Fire Station No. 1, Fire Station No. 4 Addition/Remodel
City of Lino Lakes | Fire Station No. 2
City of Mendota Heights | Fire Station Addition/Remodel
City of Minneapolis | Fire Station No. 1 Predesign
City of Plymouth | Fire Station No. 2 & No. 3
City of Victoria | Fire Station



DESIGN TEAM



SANDY KOOP TABERY CPD
Plumbing/Mechanical Engineer
EDI-DOLEJS

EDUCATION

Associate of Applied Science, North
Hennepin Community College

QUALIFICATIONS

Certified Plumbing Designer No. 74742

Sandy has been drafting and designing plumbing and HVAC systems for various types of buildings for more than 39 years. The types of buildings she has been involved in include jail and law enforcement facilities, schools, churches, multi-family, industrial, dental, medical, and government facilities. In addition to new facilities, Sandy's work includes building additions and building renovations of existing facilities. Sandy is detail-oriented and skilled in each phase of the design, from project set-up to construction administration. She is proficient in AutoCAD, Revit, and other programs used to produce a complete and professional set of documents.

RELEVANT EXPERIENCE

ABLE Fire Training Center in Burnsville, MN
City of Apple Valley | Fire Station No. 2
City of Bloomington | Fire Station No. 4
City of Burnsville | Fire Station No. 1
City of Coon Rapids | Fire Station No. 3
City of Eagan | Fire Station No. 1 & 4
City of Lino Lakes | Fire Station No. 2
City of Mendota Heights | Fire Station Addition/Remodel
City of Minneapolis | Fire Station No. 17
City of Plymouth | Fire Station No. 2 & No. 3
City of Roseville | Fire Station



DESIGN TEAM



BRANDON L. CLARK PE
Structural Engineer
LARSON ENGINEERING

EDUCATION

Bachelor of Science in Civil Engineering,
University of Minnesota

QUALIFICATIONS

Registered Professional Engineer in MN
Minnesota Registration No. 60507

Throughout Brandon's career, he has successfully designed and analyzed a wide range of structures constructed in a variety of materials. He has been involved in a diverse range of projects that include municipal facilities, fire stations, commercial offices, and residential buildings. With a meticulous eye for detail and a proven track record, he is dedicated to ensuring the safety, integrity, and efficiency of structures while adhering to industry codes and standards.

RELEVANT EXPERIENCE

City of Apple Valley | Fire Station No. 2
City of Bloomington | Fire Station No. 4
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Plymouth | Fire Station No. 2 & No. 3
City of Victoria | Fire Station
Saint Croix County Government Center Phase II in Hudson, WI



DESIGN TEAM



MATT WOODRUFF PE
Civil Department Manager
LARSON ENGINEERING

EDUCATION

Masters of Business Administration,
University of St. Thomas; Bachelor of Civil
Engineering, University of Minnesota;
Bachelor of Arts - Mathematics,
University of St. Thomas

QUALIFICATIONS

Registered Professional Engineer in MN,
WI, ND, SD
Minnesota Registration No. 41885

Matt Woodruff offers a wide variety of civil engineering experience including site design, municipal roadway and utility design, aviation engineering, and design of storm water management facilities. Matt has extensive knowledge of local agency code requirements and design standards.

RELEVANT EXPERIENCE

City of Apple Valley | Fire Station No. 2
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Eagan | Central Maintenance Facility, Remodel/New Buildings
City of Mendota Heights | Fire Station Addition/Remodel
City of Plymouth | Fire Station No. 2 & No. 3
City of Victoria | Fire Station



DESIGN TEAM



AMY BOWER PLA
Landscape Architect
HOISINGTON KOEGLER GROUP,
INC. (HKGI)

EDUCATION

Masters of Landscape Architecture,
University of Minnesota; Bachelor of
Science - Industrial Design, University of
Wisconsin - Stout

QUALIFICATIONS

Landscape Architect
Minnesota License No. 41472

Amy has two decades of experience developing plans, site designs, construction documentation and construction administration for public spaces. In addition, she is skilled at working with clients and stakeholders during the design process, ensuring their input and needs are addressed during final design and implementation.

RELEVANT EXPERIENCE

City of Apple Valley | Fire Station No. 2
City of Bloomington | Civic Plaza Site Design and Construction,
Fire Station No. 4
City of Brooklyn Park | Fire Station No. 2
City of Burnsville | Fire Station No. 1
City of Chaska | Public Safety Facility
City of Coon Rapids | Fire Station No. 3
City of Eagan | Fire Station No. 4
City of Mendota Heights | Fire Station Site Design
City of Plymouth | Fire Station No. 2 & No. 3
City of Victoria | Fire Station



DESIGN TEAM



LEILEN FARIAS

Landscape Designer
HOISINGTON KOEGLER GROUP,
INC. (HKGI)

EDUCATION

Masters of Landscape Architecture,
University of Minnesota; Bachelor of
Science in Architecture, University of
Minnesota

Leilen provides design service and support for site development projects, particularly on projects related to placemaking, connectivity, and landscape architecture. At HKGI, Leilen has provided planning and design support for a variety of projects in communities throughout the region. Leilen brings seven years of experience contributing landscape design services to public space improvement projects with the University of Minnesota's Landcare Department. Her experience conducting campus planning emphasized the creation and preservation of a bike- and ped-friendly environment.

RELEVANT EXPERIENCE

City of Chanhassen | Lake Ann Trail and Preserve
City of Columbia Heights | Site Redevelopment Plan
City of Lake Elmo | Landscape Inspection and Compliance Services
City of Minneapolis | Audubon Park Concept Plan
City of Mounds View | Mall Redevelopment Area Study & Streetscape Design
City of Prior Lake | Ponds Park Improvements
City of Stillwater | Streetlight Decor Study
Dakota County | Thompson County Park Ph. 2 Improvements



FIRE STATION EXPERIENCE



CITY OF APPLE VALLEY

- Fire Station No. 2
- Fire Station No. 1 & 3 Remodels

CITY OF BLOOMINGTON

- Fire Station No. 4
- South Loop Fire Station & Site Selection Study

CITY OF BROOKLYN PARK

- Fire Stations No. 1, 2, 3 & 4 Facility Needs Masterplan Study
- Fire Stations No. 2

CITY OF BURNSVILLE

- Fire Station No. 1
- Fire Station No. 2 Space Needs & Site Selection Study
- ABLE Fire Training Center

CITY OF CHASKA

- Public Safety Facility

CITY OF COON RAPIDS

- Fire Station No. 3

CITY OF EAGAN

- District Fire Station Study
- Fire Station No. 1
- Fire Station No. 2 Remodel
- Fire Station No. 3 Remodel
- Fire Station No. 4 Addition & Remodel

CITY OF LAKEVILLE

- Fire Stations No. 1, 2, 3 & 4 Facility Needs Masterplan Study

CITY OF LINO LAKES

- Fire Station No. 2 Site Selection Study
- Fire Station No. 2

CITY OF MENDOTA HEIGHTS

- Fire Station Addition & Remodel

CITY OF PLYMOUTH

- Fire Station No. 2
- Fire Station No. 3 Addition & Remodel

CITY OF ROSEVILLE

- Roseville Fire Station

CITY OF SHAKOPEE

- Fire Station No. 1 Dorm and Training Addition & Remodel Study
- Fire Station No. 1 Remodel

CITY OF VICTORIA

- Fire Station Site Fit Study
- Fire Station

SOUTH METRO FIRE DEPARTMENT

- Fire Stations No. 1 & 2 Facility Needs Masterplan Study



PROJECT EXAMPLE



FIRE STATION NO. 2 | APPLE VALLEY, MN

Apple Valley Fire Station No. 2 is an advanced facility which supports the firefighters who bravely serve the community. The station is equipped with features and functionality that meets the needs of today while also considering future adaptations. As with any well-designed fire station, the health of the firefighters was highly prioritized. The facility includes drive-through fire truck garage bays which streamlines the process of dispatching and returning fire trucks. A decontamination room ensures firefighters can safely clean and decontaminate after calls, and a ventilated turnout gear room provides a safer environment for storing gear. Additionally, the station includes a large workout room and a dayroom to further promote wellness and relaxation. A modern kitchen is equipped with the conveniences needed to support firefighters with their demanding duties. Rooms for resting are available and were strategic in planning for future building modifications. Recognizing the critical importance of training, the station offers extensive opportunities for skill development. A variation of windows and balconies facilitate aerial and ground ladder training, fire alarm and sprinkler systems simulate realistic experiences, and rope/rappelling areas enhance rescue and safety skills. A large conference room supports ongoing education and other events.



OWNER City of Apple Valley
CONTACT Matt Nelson, Fire Chief, 952-953-2605
AREA 27,900 SF
COMPLETION DATE 2024

PROJECT EXAMPLE



FIRE STATION NO. 1 | BURNSVILLE, MN

The City of Burnsville's Fire Station No. 1 is home to a crew of all full-time firefighters and more than 44,000 SF with 10 apparatus bays. Firefighter safety was one of nine guiding principles for the station. Multiple contamination zones and a designated decontamination area will allow firefighters to keep contaminated equipment and clothing in the apparatus bay until decontaminated. Another priority in the design was firefighter mental health. A warning system that slowly ramps up with alert tones and lighting while only alerting responding staff ensures firefighters are not awoken in an abrupt manner. The station includes areas for relaxation with different lighting to promote natural sleep rhythms, as well as a yoga studio and meditation garden. Extensive firefighter training features including Firefighter 1 and advanced training elements are highlights of the station.

PROJECT CHALLENGE: The site itself created a challenge during design. There was considerable elevation change throughout the site and in order to fit the programmed building and appropriate apparatus circulation on site - as well as maintain manageable apparatus driveway slopes - a significant retaining wall stretches from the northwest corner to the southeast corner to create the appropriate balance between building position and elevation.



OWNER City of Burnsville
CONTACT BJ Jungmann,
Fire Chief, 952-895-4571
AREA 44,000 SF
COMPLETION DATE 2022
AWARDS Top Gold Award in
2022 Station Design Awards By
Firehouse Magazine



PROJECT EXAMPLE



FIRE STATION NO. 3 | COON RAPIDS, MN

Coon Rapids Fire Station No. 3 is a state-of-the-art facility with a focus on the evolving needs of its community and firefighters. The facility utilizes two pull-through apparatus bays and four double-deep bays, ensuring sufficient space for emergency vehicles and equipment. These apparatus bays are designed to include negative pressure separation and other “hot zone” features to reduce toxin exposure. Near the entrance is a prominent museum that houses one of the department’s original fire engines – along with other artifacts; it is both a meaningful tribute to the past and a practical solution for storage. To easily adapt to future needs, the design includes the potential to expand to six suites as the crew grows and transitions to more full-time firefighters. The facility also includes administrative spaces, classrooms, and an additional Emergency Operations Center (EOC). A hose tower with training features, along with a training mezzanine, makes training efficient and effective. Uniquely, the location allows for a secure setup of fireworks on its rooftop. This innovative concept was designed using guidelines from the Minnesota State Fire Marshal’s office and standards developed by the National Fire Protection Association (NFPA). LEED sustainability guidelines were incorporated throughout the design, ensuring that the station is as efficient and as forward-thinking as possible.

OWNER City of Coon Rapids

CONTACT John Piper,

Fire Chief, 763-767-6478

AREA 32,000 SF

COMPLETION DATE 2024



PROJECT EXAMPLE



FIRE STATION NO. 2 | PLYMOUTH, MN

CNH Architects designed a two-story fire station for the City of Plymouth Fire Department to replace an older station on the same site. The new facility will be repositioned to allow for better and faster road access, improving firefighter response times. As firefighter health and safety are a top priority in this project, turnout gear has its own room, separate from apparatus bays, to keep it clean and contaminant free. There is also separation between the apparatus/decontamination areas and the residence/administrative areas to reduce toxin transmission. A larger dayroom and kitchen, better suited to meet the department's needs, provides relaxation for firefighters. Training elements include creating a second floor training room with both window and balcony openings, allowing ladder exercises year round.

PROJECT CHALLENGE: Station No. 2 and Station No. 3 both had significant moisture and water intrusion issues, ranging from leaking exterior wall systems and window joint leakage to major basement water intrusion. CNH Architects evaluated each issue and what it would take to correct them to provide safe and functional environments at each of the stations. The solution for Station No. 2 was determined to be a new building, which alleviates any current water issues. The new addition to Station No. 3 was extended along the existing wall with the severe water intrusion issues, making it an internal wall. Sufficient waterproofing was designed for the new exterior wall to eliminate any future issues.



OWNER City of Plymouth
CONTACT Rodger Coppa,
Fire Chief, 763-509-5121
AREA 30,700 SF
COMPLETION DATE 2023

APPROACH



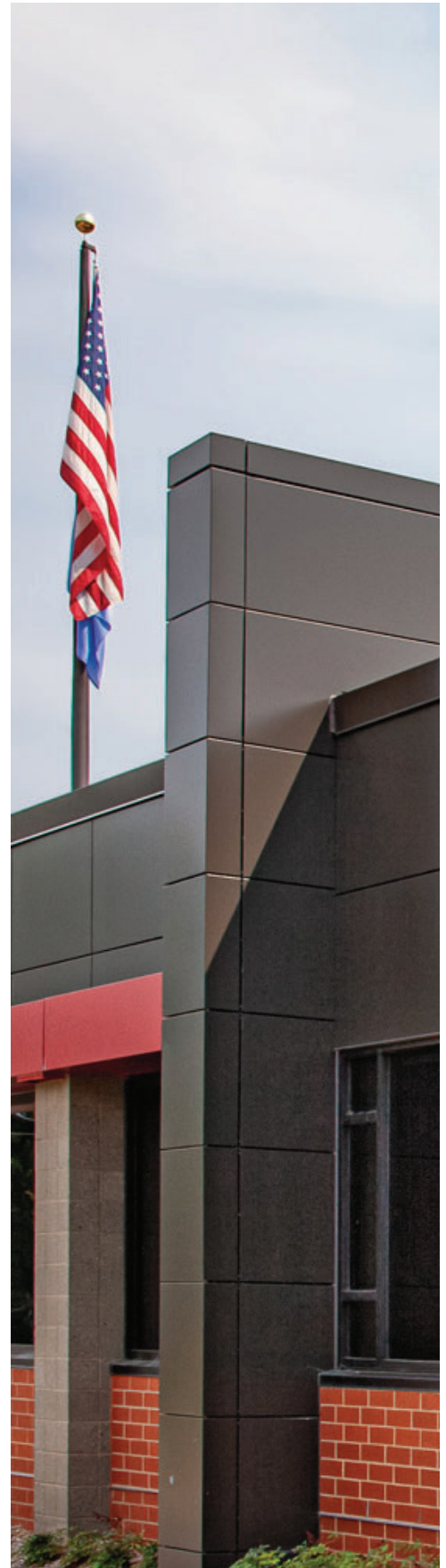
PROGRAMMING

CNH Architects will start the process with an in-depth planning session with the City staff, to discuss the goals and spaces required by the city for the Fire Station facility. A full understanding of the City's specific approach, operation style, project goals and future growth will be developed. This analysis will take into consideration flexibility, efficiency of space use, and site conditions. CNH will provide input based on our significant experience to assist in exploring enhancements to the program as it is developed. At the same time, we will kickoff community outreach and stakeholder information gathering efforts; connecting and gathering input from all interested parties. During this data collection phase, CNH will also conduct multiple tours of newer fire facilities around the metropolitan area allowing for city comments regarding observations of each visited facility.

SCHEMATIC DESIGN

While project efficiency will be impacted by decisions made throughout the design process, it is crucial to start discussions regarding sustainable design options and goals at the beginning of schematic design. The discussion will start with evaluating sustainable approaches to develop strategies for design of this facility. We will be diligent in ensuring all aspects of sustainable design will be considered to improve the facility and benefit the occupants, while determining the best balance of sustainable features with the appropriate budget.

CNH will next explore the concept design options, developing actual floor plans and building massings. With input from the City design committee, our team will narrow the design options to focus on a single schematic design concept for the facility and site. The design team's floor and site plans will focus on response flow, site zoning for safety, welcoming public access, functional staff operations, and many more details. The exterior image will likewise be developed with multiple style options reviewed to identify the best expression of the goals of the city and compatibility with the urban landscape. As this phase is wrapping up, our full team will assist the Construction Manager as they update the preliminary cost estimate, providing feedback and validating the schematic design or providing insights to adjustments needed.





DESIGN DEVELOPMENT

In this phase, we will work with the Design Committee to create interior elements, texture, and image of the building. CNH Architects will emphasize the use of the 3-D imaging capabilities of our Building Information Modeling (BIM) software to develop renderings of the design options being considered, exploring different options together to find the right approach for this project. We will review and select materials and product choices, as well as develop interior architectural design elements such as millwork, signage, and specialty equipment to be incorporated in the facility.

During design development, the training feature goals will be evaluated, and features will be selected and positioned within the design. Operational impacts for training and response, cost, and multi-use of space will all be considered. We will lead a review of the many training elements developed for stations around the country, whether comprehensive elements such as those incorporated in many of our larger stations or a more focused selection of elements designed into areas with a multi-use of space approach.

This is also a busy time for mechanical and electrical design as the engineering team will fine tune mechanical and electrical system options, reviewing the best fit for this project. Operational details will be discussed and information gathered on special systems within the facility. During this phase the team will work with a custom spreadsheet developed by CNH Architects to gather specific data on specialized equipment and systems that the Fire Department will be bringing to, or including, in the new facility. This spreadsheet will help navigate the multitude of options available, providing the data that our team needs to match the building systems to the specialized equipment.

The sustainable design process will continue with a strong focus on energy modeling and multiple system options to reach the sustainable design goals set earlier in the project. In addition to energy and carbon reduction, a focus will be placed on the many other aspects of the broader sustainability goals including low-VOC materials, recycled content, daylight harvesting, and reduced life-cycle impacts. These sustainable design options will be presented to the city in an organized comparison - including features provided, carbon and energy reduction levels, and potential construction costs so that informed decisions can be made for direction during the following phases.

The design development phase will finalize with a collaboration between the design team and Construction Manager (CM) to assist in an updated cost estimate. Together we will also determine the best arrangement and timing of bid packages to address both lead times and project costs. The design team will also identify potential add or deduct bid alternates to be included in the project design providing the desired flexibility at bid time.

CONSTRUCTION DOCUMENTS

Once the detailed design has been established, CNH Architects and our engineers assemble the drawings, specifications, schedules, and details that make up the construction documents. We take pride in developing very comprehensive construction documents with complete, clear information describing the systems and elements of the building to minimize contractor questions and uncertainty in bidding. Providing comprehensive documents also ensures the use of building detailing that has been shown to provide durability and value for past public project designs.

The building will be modeled in 3-D using BIM and Enscape visualization software. In addition to the main architectural BIM model, all the engineering disciplines also model their designs in Revit. This allows us to link them all together to create a comprehensive model from design development through construction document phases. The engineering consultants are required to build all elements as 3-D objects, including smaller items such as light fixtures, power outlets, plumbing faucets, HVAC grilles and structural trussing and braces. This level of detail allows for a high level of coordination between disciplines, ensures clearances for all trades, and validates visual elements of the design.

In addition, CNH Architects will conduct collision detection and create visual cuts throughout the combined Revit model, including structure, mechanical, and electrical models near the completion of the project construction documents to locate and eliminate overlapping or incorrectly located building elements. This final quality control step has shown to resolve many potential coordination items that would have been invisible in 2-D drafting.



Quality control during this phase will also include a final rechecking of the many building codes, accessibility requirements, NFPA, and other standards that are applicable to fire station design, as well as a review of client goals and decisions that have been documented during previous phases of the project.

CNH Architects will complete this phase with a submittal of the completed contract documents for the CM and City to review, comment, and approve. Based on this feedback, the CD documents will be revised to incorporate any required revisions, preparing the final documents for bidding and construction.

BIDDING AND NEGOTIATIONS

As the project transitions into the bidding phase, CNH Architects and our design team will help maintain a smooth process. We will be available to address contractors' questions as they arise, lead a pre-bid conference, and will write addenda to clarify bidding questions and to approve submitted substitutions where appropriate.

CNH Architects will assist in the process of the opening of bids and evaluating the bid results. We feel it is important to have an in-depth discussion with the low bidders to endeavor to determine if there are any concerns, gaps or irregularities in the bid, as well as to assist the CM to qualify the contractor based on past projects.

APPROACH



CONSTRUCTION ADMINISTRATION

We feel the key to success of any project is staying on top of the process from start to finish. Where many firms lose interest in a project after the building is designed and drawings complete, CNH has found that much of the success of the project depends on working through the issues that arise during construction, making sure the client is represented and protected.

Unlike many firms, CNH Architects and our engineering team provide the administration of the contract with the same personnel that designed the project. We feel these architects and engineers are the only ones who understand, not only what is on the construction documents, but why the building was designed or detailed that way to begin with. This maintains continuity throughout the process, reducing the potential for construction changes that negatively impact the client goals or the integrity of the building systems.

The team members will conduct weekly site reviews of the construction, not bi-weekly or once a month (as is common in the industry). This allows our team to determine construction progress, conformance to the construction documents, and to discuss upcoming construction with the goal of a smooth, efficient construction process that is professional and correctly done. We strive to work in a collaborative approach with the contractors, valuing the knowledge and experience of the many skilled trades people on site. However, our primary objective will be to represent the City of Lakeville, looking out for your best interests including the quality, conformance, and timeliness of the construction. These construction observations will be documented with detailed reports including pictures of progress and items requiring correction.

Other construction administration services include providing the document and information flow necessary for this phase of the project. CNH Architects will provide submittal review, respond to requests for information, and provide project change documentation as needed, posting all items to the CM's project collaboration website.

As the construction process comes to an end, CNH Architects will provide preliminary and final punchlists of incomplete, non-conforming or damaged items for the contractor to address. Our team will then oversee the completion of the punchlist items ensuring each item is satisfactorily addressed. During this final completion phase of construction, CNH and our engineering team will coordinate with and review the Owner's 3rd Party commissioning agent reports, assisting as needed to direct the contractor to address settings and operational changes identified in the commissioning process. The final as-constructed record drawings will also be completed and provided to the City of Lakeville at this time.

After project completion, CNH Architects considers follow-up and being available for questions a regular part of our service. We feel a great reason for our numerous repeat clients is the service we provide after the project is finished and occupied. Whether it is a problem that has developed that needs review or just helpful advice on adding building systems, we make ourselves available to help. This post-occupancy contact with our buildings has also given us added insight into what is performing well over time and what is not; information that allows us to provide our clients with the best design choices possible.



OBJECTIVES



MENTAL & PHYSICAL HEALTH

Higher Standards: While carcinogen reduction is critical, CNH Architects believes firefighter mental health should be a cornerstone of today's fire station design. CNH's design team has set a new, higher standard for mental health features as seen in our recent fire station projects.

Space for Reflection: CNH Architects designs include the development of spaces in and outside of the station for quiet reflection including interior wellness rooms and exterior meditation plazas and patios.

Sound Separation: Multiple layers of sound isolation maximize firefighter sleep. Development of a "dorm suite" design reduces sleep disruption between firefighters during the night and at shift change.

Mental Release: Comprehensive fitness areas for improved physical conditioning and mental release include both interior and connected exterior physical training areas.

Lighting: The "startle response" uses ramped lighting and paging systems while lighting design also maintains firefighter night vision as they progress from dorm room to apparatus bay. Use of circadian lighting within residential areas reinforces natural sleep cycles and promotes relaxation. Throughout the day, the color temperature of the light changes to mimic the natural lighting outside.

- *Morning light tends to be warmer in color and helps promote waking up.*
- *Midday light is cooler in color and helps promote high alertness.*
- *Evening light tends to be warmer in color and helps promote relaxation.*



TRAINING ELEMENTS

Fire Training: There are many benefits to providing training opportunities within a fire station design. These include reduced external training costs, increased training availability, and maintaining firefighter availability for calls during training sessions.

Elements Include:

Ground Ladder Training/Evolutions
Confined Space Rescue
Hose Advancement/Stairwell Evolutions
Hose Advancement – Hydrant/FDC
Fire Attack
Wall & Floor Breach
Advanced Technical Rescue (Rope Rescue/Rappelling)
Positive Pressure Ventilation & Vertical Ventilation

Forcible Entry Prop
High Rise Training
Search & Rescue Maze
Vehicle Extraction Plaza
Aerial Ladder Truck
Exterior Rappelling
Alarm Panel Training
Sprinkler System Training

OBJECTIVES



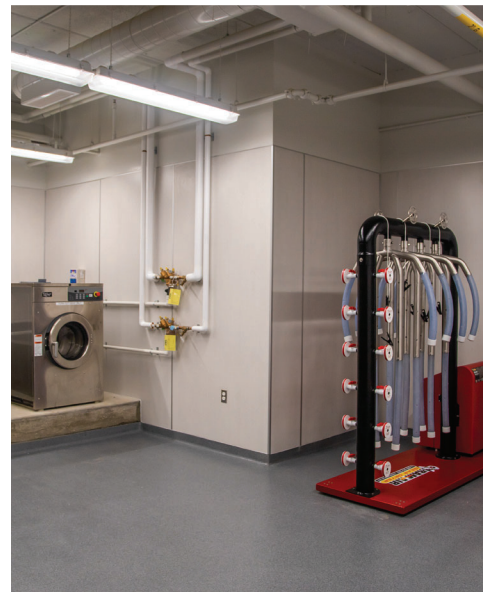
TOXIN REDUCTION

Reducing Exposure: Cancer is a leading cause of death among firefighters due to the toxins they are exposed to while fighting fires. CNH Architects' staff are experts on fire station zoning and have developed and implemented working strategies to reduce exposures to harmful chemicals for a variety of new and remodeled stations.

Carcinogen Reduction: Zoning the fire station based on carcinogen risk is critical in improving firefighter health. Approaches include providing enclosed turnout gear rooms and careful transitions between zones. Proper HVAC prevents cross contamination between "hot" zones with ramped exhaust and "cold" zones with positive pressure.

Decontamination: For every 5° that body temperature rises, skin absorption rates of carcinogens increase by as much as 400%. Positioning decon showers within the decontamination route is crucial in removing the toxins from firefighters in a timely manner upon returning from the fire scene. Adjacent enclosed gear decon room is another important element in segregating and removing carcinogens. All decontamination areas have constant negative pressure routing toxins directly out to the exterior.

Material Selection: Eliminating formaldehyde and other chemicals from building materials and controlling radon gas exposure are also critical in carcinogen reduction. Selecting durable, easy-to-clean finishes allows for contaminants to be thoroughly removed.



SUSTAINABLE DESIGN

LEED Accredited Professionals: CNH Architects' public safety design team is comprised of many LEED accredited professionals, meaning they are proficient in today's sustainable design, construction, and operation standards.



WHY CNH ARCHITECTS



STRONG, LONG-STANDING RELATIONSHIPS

The City of Lakeville is important to CNH Architects and we approach each of our clients with this foundational attitude. Developing mutual respect and strong partnership with our clients permeates who we are. We take pride in being accessible to our clients, being trustworthy, and providing high-quality service. At CNH Architects, we treat our clients, consultants, and construction personnel with respect, as we believe they all have a valuable perspective and role in a smooth, successful project. We feel this leads to the long-lasting relationships CNH has with each of the cities that we have had the fortune to work with, often resulting in partnering on multiple projects and many relationships extending over decades. We look forward to the opportunity to continue to build a relationship with the City of Lakeville.



FEE QUOTATION



Based on the information contained in this Proposal for the City of Lakeville Combined Fire Station Facility project, for a station of approximately 42,200 square feet in size, we would propose a fixed fee of \$1,484,400. This is based on the basic services described in standard AIA documents and includes the services described below.

SERVICES INCLUDED IN FEE

Architectural and Interior Design
Civil
Structural
Mechanical
Electrical
Landscape Architecture

REIMBURSABLE EXPENSES

Printing and Plotting
Mileage

BREAKDOWN OF FEE BY PHASE

PHASE	%
Schematic Design	12%
Design Development	20%
Construction Documents	44%
Bidding Administration	3%
Construction Administration	21%

CONTRACT AGREEMENT

CNH Architects recommends and assumes a standard AIA Owner-Architect Agreement will be signed for this project. For more than 100 years, the American Institute of Architects (AIA) has been developing standard forms and agreements for use on design and construction projects. AIA uses representatives ranging from owners, architects, contractors, attorneys, and insurance agents to develop AIA documents.

FEE QUOTATION



HOURLY FEE SCHEDULE

Title	Bill Rate
Principal	\$270.00
Senior Associate Principal	\$240.00
Associate Principal	\$225.00
Senior Project Manager	\$210.00
Project Manager III	\$200.00
Project Manager II	\$190.00
Project Manager I	\$180.00
Senior Architect	\$195.00
Architect III	\$185.00
Architect II	\$180.00
Architect I	\$175.00
Senior Interior Designer	\$185.00
Interior Designer III	\$170.00
Interior Designer II	\$155.00
Interior Designer I	\$140.00
Designer Senior	\$175.00
Designer III	\$165.00
Designer II	\$155.00
Designer I	\$145.00
Tech II	\$125.00
Tech I	\$110.00
Marketing Director	\$150.00
Accounting Administrator	\$120.00

REIMBURSABLES

Consultant mark-up	15.0%
In-house Copies (b/w & color)	\$0.25 each
In-house Plots	\$0.35 / square foot
Mileage	\$0.70 / mile
	(as specified by IRS)
Lodging	At cost

The above rates are effective January 1, 2025.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the twenty-first day of January in the year two-thousand and twenty-five.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Lakeville - MN
City Hall
20195 Holyoke Avenue
Lakeville, MN 55044

and the Architect:
(Name, legal status, address, and other information)

CNH Architects, Ltd.
7300 147th Street West, Suite 504
Apple Valley, MN 55124

for the following Project:
(Name, location, and detailed description)

Lakeville Combined Fire Station
Lakeville, MN

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This project is for a new fire station building and may include the following elements:

- 6 apparatus bays
- Decontamination areas, turnout gear, and other support functions
- Firefighter training features and mezzanine
- Hose tower
- Storage
- Fire department offices
- Station operation offices
- Firefighter workroom
- Public lobby
- Classroom / EOC
- Conference / breakout rooms
- Fitness
- Locker / shower / restrooms
- Dayroom
- Dining
- Kitchen
- Firefighter dorm / restroom suites
- Storage rooms
- Tornado Shelter

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User Notes:

(2000056145)

Mechanical / Electrical room
Other typical fire station support spaces

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The fire station is anticipated to be up to approximately 42,200 square feet in size and located within the Dodd Boulevard and Cedar Avenue area. Site survey and geotechnical reports have not been provided at this time.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The project hard costs for construction is estimated to be \$23,250,000 as of bid date in early 2026. This does not include soft costs such as Owner FFE, Architect's fee, CM's fee, and other similar costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The following is the approximate schedule for this project. A detailed schedule will be developed with Owner input as the project proceeds.

Project Commencement: April, 2025

Schematic Design Phase: April through May, 2025

Design Development: June through August, 2025

Construction Documents Phase: Complete January, 2026

Bidding Phase: February, 2026

.2 Construction commencement date:

April, 2026

.3 Substantial Completion date or dates:

July, 2027, estimated

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

There is no intent to fast-track or early bid any portion of this project.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

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User Notes:

(2000056145)

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No specific benchmark or certification is to be obtained for this building. However sustainable design goals will be developed with the Owner and incorporated into the design process.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Allyn Kuennen
Assistant City Administrator
20195 Holyoke Avenue
Lakeville, MN 55044
akuennen@lakevillemn.gov
952-985-4402

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Justin Miller, City Administrator
Mike Meyer, Fire Chief
Tom Breeggemann, Facility Manager
Zach Johnson, City Engineer
Dave Mathews, Chief Building Official

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)
TBD
- .2 Land Surveyor:
SRF Consulting
- .3 Geotechnical Engineer:
TBD
- .4 Civil Engineer:
SRF Consulting (for park portion of site)
- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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User Notes:

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Quinn Hutson, AIA, Principal
CNH Architects, Ltd.
qhutson@cnharch.com
(952) 997-4583

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Larson Engineering
3524 Labore Road
White Bear Lake, MN 55110

.2 Mechanical Engineer:

EDI-Dolejs
1112 5th St. N
Minneapolis, MN 55411

.3 Electrical Engineer:

EDI-Dolejs
1112 5th St. N
Minneapolis, MN 55411

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineering (within fire station site)
Larson Engineering
3524 Labore Road
White Bear Lake, MN 55110

Landscape Architecture (within fire station site)
HKGI
800 Washington Avenue North
Suite 103
Minneapolis, MN 55401

§ 1.1.13 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change. If the Architect identifies a material change such that Architect's services, schedule for Architect's services, and the Architect's compensation may be affected, then the Architect shall submit information regarding that purported material change and any information substantiating the material change to the Owner within thirty (30) days of the event giving rise to the material change for review. The Owner's budget for Cost of Work, the Owner's anticipated design, and construction milestones shall not change without written approval from the Owner. If the

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Architect fails to submit the material change to the District within thirty (30) days of the event giving rise to the material change, then the Owner shall have no obligation to change Owner's budget for Cost of Work, the Owner's anticipated design, and construction milestones.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** The Owner shall be included as additional insured on the Commercial Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability policies. This coverage shall be primary and

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noncontributory. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 Prior to the commencement of the work, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificate shall provide that such insurance policies shall not be cancelled without at least thirty (30) days advanced written notice to the Owner from the Architect's insurance company, or ten (10) days' written notice for non-payment of premium.

§ 2.6.9 Architect agrees, to the fullest extent permitted by law, to indemnify and hold Owner harmless from any damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by Architect's negligent acts, errors, omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the Architect is liable.

§ 2.6.10 Architect shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect under similar circumstances. Architect shall comply, to the best of his knowledge, with applicable laws, statutes, ordinances and regulations and the Owner's mandated standards that the Owner has provided to Architect in writing. Owner shall not be responsible for discovering deficiencies in the accuracy of Architect's work.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by owner or the Owner's other designers, contractors, or any other subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions. Notwithstanding the foregoing, adherence to the mutually agreed upon Project Schedule is of utmost importance to the Owner for the completion of each phase of the Architect's services. The Architect shall timely inform the Owner if the Architect has reason to believe that its final plans and specifications completion date will be delayed for any reason.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider with Owner and the Construction Manager, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4 and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the

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Contract for Construction and Specifications, and may include sample forms. All bidding documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of perspective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids; and (2) confirming responsiveness of bids; (3) determining the successful bid, and (4) awarding and preparing Contracts for Construction.

(Paragraphs deleted)

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to perspective bidders.
2. organizing and conducting a pre-bid conference for prospective bidders.
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda, and
4. organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.7.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have

control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Construction Manager and shall not be liable for results of interpretations or decisions rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. The Architect shall not be liable to the Owner or the Construction Manager for decisions regarding purely aesthetic interpretations rendered in good faith.

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

(Paragraph deleted)

§ 3.7.3 Certificates for Payment to Construction Manager

(Paragraph deleted)

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. Owner's payment obligations to Architect, and the Architect's payment obligations to its Subcontractors shall be governed by the Municipal Prompt Payment Act, Minn. Stat. §471.425, specifically including the requirements that the Architect pay Subcontractors within ten (10) day of receipt of payment from the Owner.

(Paragraph deleted)

§ 3.7.4 Submittals

(Paragraph deleted)

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and take appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component and shall not constitute acceptance for a deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgment of the specific deviation.

(Paragraph deleted)

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

(Paragraph deleted)

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraph deleted)

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.5 Changes in the Work

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraphs deleted)

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraphs deleted)

§ 3.7.6 Project Completion

(Paragraph deleted)

§ 3.7.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.6.2 The Architect's observations shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering (fire station site only)	Architect
§ 4.1.1.10 Landscape design (fire station site only)	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Construction Manager
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.22 Telecommunications / data design: Low voltage design for telecommunications, data, audio/visual, and security systems including system and location design, construction drawings and specifications, and construction administration will be included in the basic services for this project.

4.1.1.27 Furniture, Fixture and Equipment Design: The Owner will be responsible for the management of the furniture systems selection, procurement, and installation process. However, the general layout of potential furniture and equipment and assistance in material selection for furniture systems are included in basic services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness, but in any event no later than thirty (30) days from the event necessitating Additional Services, and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for extensive alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Intentionally deleted.
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, but in any event no later than thirty (30) days from the event necessitating Additional Services, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Intentionally deleted.
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Intentionally deleted.
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Fifty-five (55) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints, and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased, or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the

Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Intentionally deleted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 The Architect is not providing opinions of the Cost of the Work and shall have not liability related thereto, other than any re-design obligation included in this Agreement.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect shall obtain nonexclusive licenses from the Architect's consultants consistent with this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages within the Project area are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising

out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Mediation shall not be a condition precedent to the commencement of binding dispute resolution but shall be carried out between the parties in good faith prior to the commencement of litigation discovery.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ [N/A] Arbitration pursuant to Section 8.3 of this Agreement

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3 Section intentionally deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state and county where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. In the event of a conflict among the provisions of this Agreement and other documents referenced, this Agreement shall control.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

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User Notes:

(2000056145)

§ 10.8 Intentionally deleted.

(Paragraph deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

One million, five hundred and eighteen thousand, nine hundred dollars (\$1,518,900.00)

.2 Percentage Basis

(Insert percentage value)

Not Applicable

.3 Other

(Describe the method of compensation)

Not Applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services listed as by "Architect" are included in the Architect's Basic Services fee above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Based on the Architect's standard hourly fee at the time of service, see attached Hourly Rate Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twelve	percent (	12	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-four	percent (	44	%)
Procurement Phase	Three	percent (	3	%)

Construction Phase (Row <i>deleted</i>)	Twenty-one	percent (	21	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Hourly Rate Schedule.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Intentionally deleted.

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10 % Ten percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Maintenance. The Owner agrees to release and hold the Architect harmless of any and all liability should the Owner fail to adhere to any published maintenance schedule for any material or product that is part of the project.

§ 12.2 Disclosure of Information. All information, files, records, memoranda and other data of the Owner which the Owner provides to the Architect of which the Architect becomes aware of in the performance of its duties hereunder ("Owner Information") shall be deemed by the parties to be the property of the Owner. The Owner may authorize the Architect to disclose the Owner Information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act.

§ 12.3 Architect must comply with the Minnesota Government Data Practices Act ("Act"), Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner to Architect pursuant to this Agreement (2) all data created, collected, received, stored, used, maintained, disseminated by the Architect pursuant to this Agreement. Architect is subject to all of the provisions of the Act, including but not limited to the civil remedies of Minn. Stat. Section 13.08, as if it were a government entity. Architect agrees to, defend, indemnify and hold Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Architect's violation of the Act. The terms of this Section shall survive the cancellation or termination of this Agreement.

§ 12.3 The Architect shall keep full and detailed records and accounts related to the cost of the services and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Architect's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement. The Architect shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 12.4 Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Architect must pay any subcontractor within ten (10) days of the Architect's receipt of payment from the Owner for undisputed services provided by the Contractor.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

(Paragraphs deleted) CNH Architects - Hourly Rate Schedule

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Quinn S. Hutson, AIA, President, Reg. No.: 21234

(Printed name, title, and license number, if required)



Date: 4/7/2025

Contract for Street Surface Sealing

Proposed Action

Staff recommends adoption of the following motion: Move to award a contract with Corrective Asphalt Materials, LLC for the 2025 Surface Seal Project, City Project 25-06.

Overview

To preserve and extend the lifespan of city streets, the City annually applies surface sealing as part of its pavement management program. The surface seal project this year is proposed to include sealing approximately 18.5 miles of residential streets. Surface sealing preserves pavements in good condition and prevents premature deterioration. The City will continue using Reclamite in 2025, as in previous years. It is a maltene-based pavement rejuvenating product that extends the life of pavements by penetrating and sealing the surface of the pavement.

On Tuesday, March 11, 2025, at 10:30 a.m. the City received one bid for the project. The bid of \$354,250 was submitted by Corrective Asphalt Materials, LLC. The engineer's estimate for the project was \$363,717, with a budget allocation of \$375,000.

Corrective Asphalt Materials, LLC has successfully performed surface sealing for the City in past years, delivering satisfactory results. After a thorough review of the bid, staff recommends awarding the contract to Corrective Asphalt Materials, LLC.

Supporting Information

1. Agreement
2. Surface Seal Project Map

Financial Impact: \$354,250 Budgeted: Yes Source: Pavement Management Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
Corrective Asphalt Materials ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 Surface Seal Project, City Project No. 25-06.

ARTICLE 2 – THE PROJECT

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

The project will include bituminous surface sealing consisting of application of a maltene-based asphalt rejuvenating agent and sweeping up after.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be started no earlier than **July 21, 2025** and shall be substantially completed on or before **August 29, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include fully cured pavement sealant application applied to all streets, sweeping, and any other work necessary such that all streets can be opened to traffic.
- B. The Work will be final completed on or before **September 5, 2025**.

4.03 *Liquidated Damages*

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

4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met

ARTICLE 5 – CONTRACT PRICE

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$ 354,250.00_____.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

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

- 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- 6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds.
 - a. Maintenance bond (pages 1 to 2, inclusive).
 5. General Conditions (pages 1 to 71, inclusive).
 6. Supplementary Conditions (pages 1 to 15, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: 2025 Surface Seal Project, dated 2-18-2025.
 9. Addenda (numbers to , inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Indemnity*

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

10.07 *Other Provisions*

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

10.08 *Software License.*

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

license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

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

10.10 *Assignment.*

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

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

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

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

This Agreement will be effective on April 7th, 2025 (which is the Effective Date of the Contract).

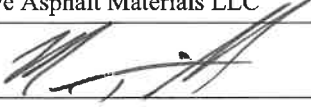
Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:

CONTRACTOR:

Corrective Asphalt Materials LLC

By: _____

By: 

Title: _____

Title: Marc Taillon, Member

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

Attest: _____

Attest: 

Title: _____

Title: Rebecca Kelly, Bids & Contracts

Address for giving notices:

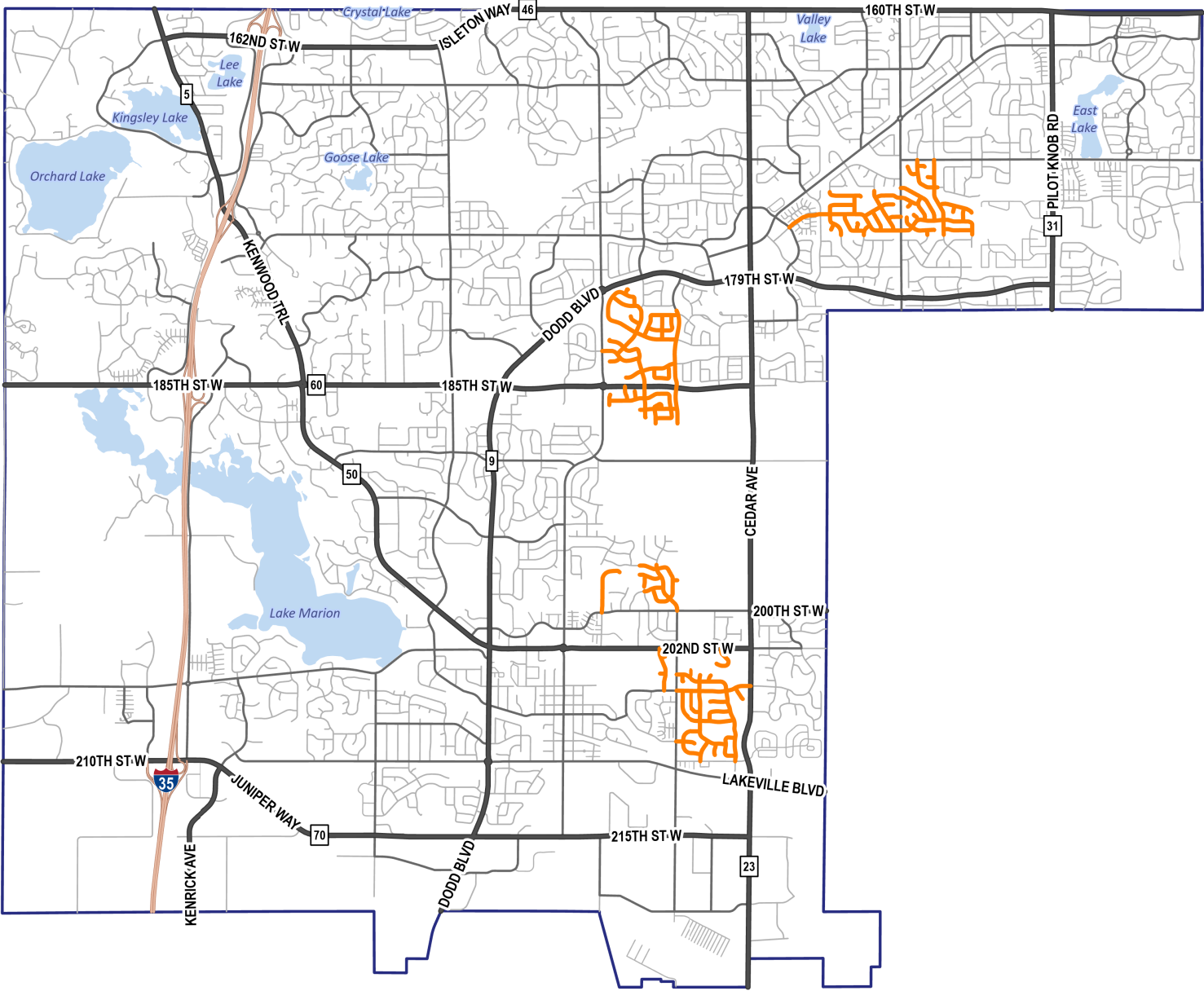
Address for giving notices:

300 Daniel Boone Trail

South Roxana, IL 62087

License No.: _____
(where applicable)

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





Date: 4/7/2025

Agreement with Davey Resource Group for Professional Services for Vegetation Management

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Davey Resource Group for professional services for vegetation management, City Project 25-54.

Overview

The City's adopted five-year Capital Improvement Plan (2025-2029) includes vegetation management of City properties. The City's natural resources management program is designed to manage, promote, and protect the City's natural resources, including creeks/streams, greenway corridors, stormwater management basins, prairies, wetlands, and woodlands. The City annually implements management strategies to preserve and enhance the quality of the City's natural resources. The 2025 program includes restoration practices and mechanical/chemical treatments designed to manage the spread of invasive species such as buckthorn, garlic mustard, ragweed, stinging nettle, thistle, wild parsnip, Japanese Knotweed and Siberian Elm.

The City received two quotes for the 2025 priority one vegetation management locations, ranging from a low quote of \$91,045.00 submitted by Davey Resource Group to a high quote of \$124,307.00. The Agreement establishes the scope of services, estimated cost and proposed schedule to complete the work. Scheduled management strategies are programmed to be completed by the end of 2025.

Supporting Information

1. 2025.04.07 Contract with Davey Resource Group for P1 Areas

Financial Impact: \$91,045.00 Budgeted: Yes Source: Utility Fund - Env. Res. Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities. Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II
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CONTRACT FOR PRIORITY 1 MAINTENANCE SERVICES

AGREEMENT made this 7th day of April 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **CT CORPORATION SYSTEMS INC. dba Davey Resource Group, Inc., a Delaware corporation**, ("Contractor").

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

1. SCOPE OF SERVICES. The Contractor agrees to perform the services set forth in the Contract Documents. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the contract documents. The Contractor shall provide the Priority 1 Maintenance Services for the Property Descriptions/Locations attached as **Exhibits A and A-1** as Scope of Services details and Maps of each site. Contractor shall complete and provide the Treatment Summary in the form attached hereto as **Exhibit B**, or via provided web application link within three (3) days of any treatment. Contractor shall provide the End of Season Report in the form attached hereto as **Exhibit C** by November 30, 2025.

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 Agreement.
- B. Contractor's Proposal.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

3. COMPENSATION. Contractor shall be paid by the City for the services described in Paragraph 1 in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

4. TERM. The term of this contract is April 7, through 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.

6. CONDITION/INSPECTION/REMEDY.

A. Services shall be subject to inspection by the City.

B. 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 provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

8. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

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

10. 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.

11. STANDARD OF CARE. Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional 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.

12. INDEMNIFICATION. 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, to the extent caused by Contractor's negligence or its negligent 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 for a period of one (1) year. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by Contractor; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party. Contractor retains the right to select counsel reasonably acceptable to the indemnified party, and the indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. Notwithstanding anything to the contrary, in no event will Contractor be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will Contractor's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in this Agreement.

13. 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 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

Professional Liability

\$1,000,000

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 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 shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

All insurance policies (or riders) required by this Agreement shall be

- (i) 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,
- (ii) 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.
- (iii) Shall include Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall 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 included as additional insured on a primary and non-contributory basis.

14. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The 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.

15. 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 Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor 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.

16. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

17. 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.

18. 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.

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

20. COPYRIGHT. Contractor 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 it, and it shall hold harmless the City from loss or damage resulting there from.

21. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

22. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold

City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

23. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

24. FORCE MAJEURE. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable or responsible to the City or Owner, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Contractor's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Contractor.

Dated: _____

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: March 31, 2025

Davey Resource Group, Inc. (Company)

BY: 
Its Gail Nozal, Area Manager

EXHIBIT A

SCOPE OF SERVICES AND SITE MAPS

City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov.

Section 1 –Meetings

- 1.1 Preliminary Meeting: Site supervisor is to meet city contact on site before, or on, the first day of work if they were not previous year contractor for the listed sites. An online meeting will work if previous contractor. The site lead/supervisor should be in attendance at either type of meeting.
- 1.2 Mid-season Meeting: After the first round of treatments occur, the city contact may request a meeting to discuss any changes needed in the plan for the remainder of the year (meet on-site if needed).

Section 2 – Timing of Weed Control

2.1 Inspection of Area

Inspections are to be conducted based on growing season and weed cycles by Contractor listed in this agreement. Plan on scheduling maintenance of sites based on plant phenology across the metro. City contact might alert you to timing needs based on site inspections, but it is the Contractor's responsibility to provide the maintenance at the proper time. Make sure areas outside of boundary on map are searched for spreading of target species and manage them at the time of discovery. Inform Lakeville staff of locations found outside of mapped areas.

2.2 Scheduling & Timing of Treatment

Maintenance is to occur before seed-out of weedy species. If contractor misses the timing and target species seeds out, the Contractor will be responsible for additional work at no cost greater than the predetermined estimate.

Invasive and weedy species are to be controlled by mechanical or chemical means during the growing season as indicated on map exhibits and quote sheet. **All treatments should be rechecked after one week and before two weeks after treatment unless otherwise noted on quote sheet. Any missed plants should be treated or pulled if seeding out.** Timing of treatment for each site is indicated on the quote sheet and on each site map. Ideally treatments will occur in early spring to stop tall growth of unwanted species and treatment focus should be conducted on the small plants/rosettes long before the plants seed out.

2.3 Communication

City contact must be contacted at least **24 hours prior to maintenance** activities. Items in the quote sheet that are greyed out are optional and need determined by city contact. Do not conduct greyed-out work until confirmed by city staff. If management occurs and communication was not made first with city contact, the city reserves the right not to pay for that management activity conducted.

Section 3 – Type of Maintenance

3.1 Mechanical Removal (mowing/weed whipping/hand pulling)

Mechanical tools and equipment should be cleaned of any debris or seeds before used at each site. The tools can be used as needed but ensure soil disturbance is kept to a minimum. Avoid desirable native species. Mowing is typically the whole site, but groupings of native plants can be avoided. Mowing is to be no lower than 6” from the ground. If hand weeding makes the most impact, use that as the preferred method. Remove as much of the root system as possible. Stamp down any disturbed soil from hand pulling. Mechanical methods are preferred over chemical methods to reduce chemicals in the environment.

3.2 Chemical Use

When needed, spot spraying is preferred to vast area spraying. The amount and type of chemical used should be considered and label should always be followed. When spraying near water, “water safe” chemicals are to be used. Avoid spraying on windy days to avoid drift. Please use blue dye during all sprays (not just fall) to help avoid missed plants.

3.3 Woody Control

For list of species see section 6 below. Undesired/volunteer trees and shrubs are to be cut down when found at any visit. Size: a thin whip to 3” at diameter at breast height (dbh). This should mean there are not many volunteer trees and shrubs left in fall to cut and stump treat. If unsure if a species should be managed or not, reach out to city contact.

3.4 Burn

Provide a cost to conduct a burn for the site. If fuel load isn’t adequate, discuss with city contact, but plan on conducting a burn before November 20. Plan for alternative site preparation if burn cannot be conducted if burn is listed before a seeding on quote sheet.

3.5 Seed

- For sites with ‘seed’ listed as an optional management, the contractor should assume seed costs at \$500 per acre for quote. Work with city staff to determine type of seed for each site before purchase. The goal of the city is to have simple native mixes of 6-8 hardy species that are under 3 ft in height and are best suited for the soils and sunlight conditions of each site. If seed costs are more than \$500, and the city contact agrees with suggested seed mix, the city will pay the difference above the \$500 per acre.
- All seeding should be planned for the fall before November 20, or just after a burn, (if a burn is planned prior to seeding). If no burn is to be conducted, any site prep needed for the seed to be successful should be included with the seeding cost.
- The contractor is to determine best site prep and seeding methods for greatest establishment success.
- The contractor will provide 1 year warranty for each seeding location. Seeding assessments will be conducted by city contact in July and before September 1 in the

year following the seeding. If seed isn't establishing, the contractor is required to reseed the area with same determined mix.

Section 4 – General Guidance

- 4.1 The Contractor will furnish all relevant expertise as well as all labor, materials, equipment (clean), skills, safety and performance of all operations required to complete all requested maintenance work. Items of note and expectations:
- Most sites on quote sheet have been managed for several years (unless otherwise noted on map). Management needs should be minimal because of previous management.
 - City expects contractor to have strong plant identification skills, especially with native plants, invasive species and weedy species.
 - City expects contractor to research and determine best management methods and timing to manage listed invasive species. Consult with city contact expected course of action.
 - **Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite.** If equipment is inspected by City staff upon arrival and not satisfactorily clean, the City reserves the right to require the contractor to leave, clean equipment and return to the site to complete the work at no additional cost to the City.
 - Contractor may not spray-out unused herbicide tanks on site and must be dealt with using environmental safety regulations.
 - Follow up inspection by contractor and treatment of target species missed within two weeks of treatment window unless otherwise noted on quote sheet.
 - Onsite staff conducting maintenance must have through knowledge of this contract and its obligations. Any questions should be clarified with city contact.
 - Provide at least 24 hours in advance of when you will be onsite with city contact. 48 hours is preferable.
 - The lead, who will be present at the site, must make sure to talk with the city contact before work is completed to ensure the correct work is completed at the correct locations.
 - Payment will be distributed after treatment summaries have been received and adequate results have been achieved from conducted management activity and follow up inspection – see Section 8.

Section 5 – Removed Plant Material Disposal

- 5.1 The City does not have a location to place plant material, so ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest. Quote should reflect the inclusion of the disposal costs of plant material.

Section 6 – Performance Standards

- 6.1 Tasks (mowing, weed whipping, general spot treating, etc.) must kill/cut back 90% of the target species that are present at the time of the project. Priority target species must be controlled prior to flower development. Incidental spraying/cutting of non-target species will be kept at a minimum.

- Weedy and Invasive Species

The goal is to have the area contain as few weed species as possible with particular attention paid to removal of thistle, wild parsnip, garlic mustard, purple loosestrife, burdock, ragweed, birds foot trefoil, stinging nettle, clovers, leafy spurge, crown vetch, Japanese hedge parsley, or any MDA listed invasive species.

Undesirable trees/shrubs: boxelder, buckthorn, black locust, Siberian elm, mulberry, honeysuckle, willows, etc. All volunteer trees should be cut each visit and chemically treated at least once in the fall.

- Native Species

Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

If contractor misses the window for spraying and the target species such as thistle seeds out, the contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.

Follow up treatments at the cost of the contractor may be requested if these standards are not met.

Section 7 – Site Specific Information – See each map

Section 8 –Reporting

8.1 Treatment Summary

Fill out the city provided 'Treatment Summary' form, or online web application, after treatments are conducted and provided to City within 3 working days, form attached here to. We have electronic forms for each site. Please contact city contact if a login is desired. Paper or electronic submittals will be accepted.

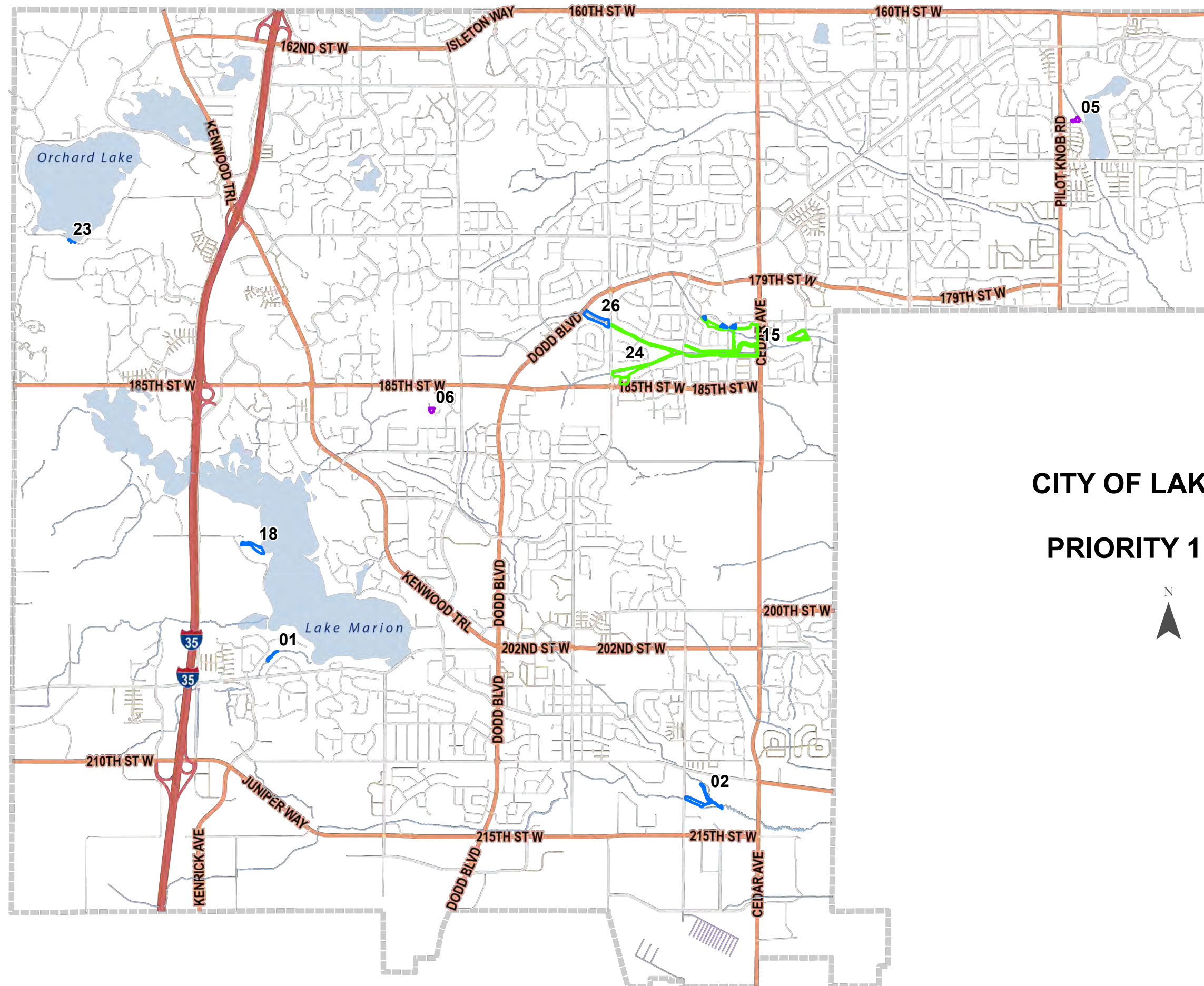
8.2 End of Season Summary

Fill out the City provided 'End of Season Summary', or equivalent information, at the end of the season and provide to the city contact when final site visits are completed, or

no later than November 30, 2025, detailing issues at each location and recommendations for the following maintenance season, attached here to.

EXHIBIT “A-1”

MAPS



CITY OF LAKEVILLE PRIORITY 1 SITES



LOCATION 01. 205TH CHANNEL TREATMENT AREA

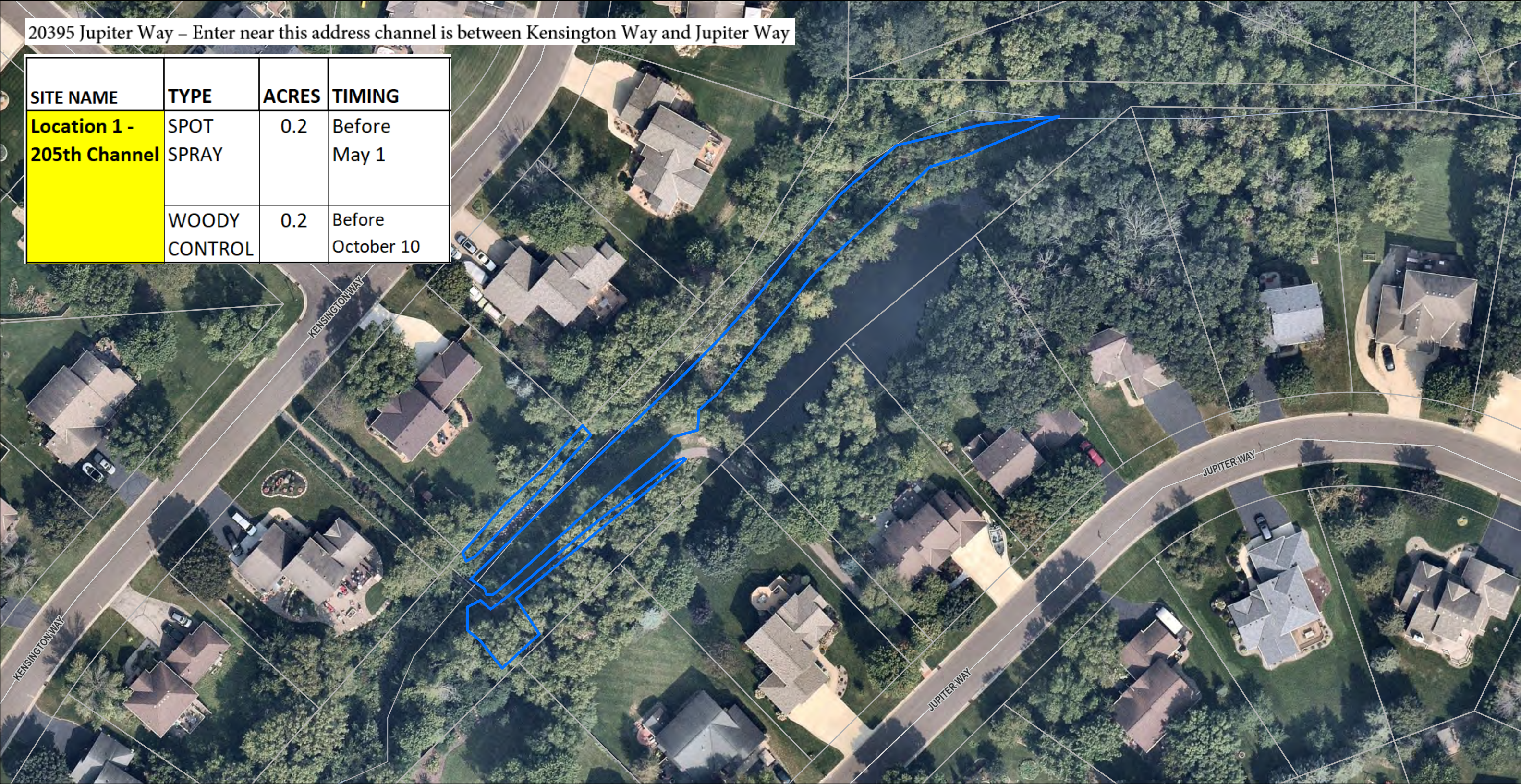
FREQUENCY OF MAINTENANCE

1

2

3

N



1. _____

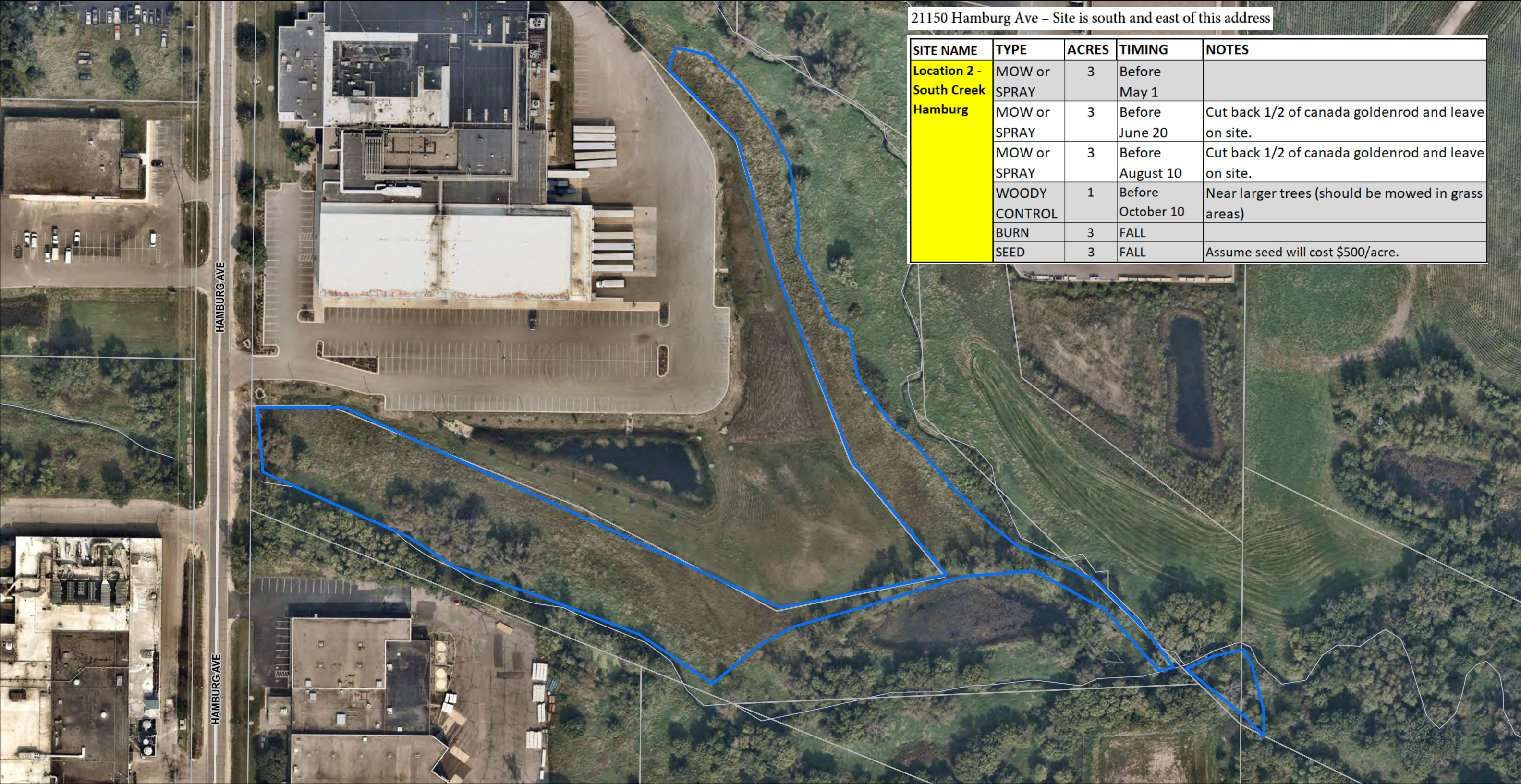
3. _____

2. _____

Notes: _____

LOCATION 02. SOUTH CREEK HAMBURG

FREQUENCY OF MAINTENANCE
1 2 3



1. _____

3. _____

2. _____

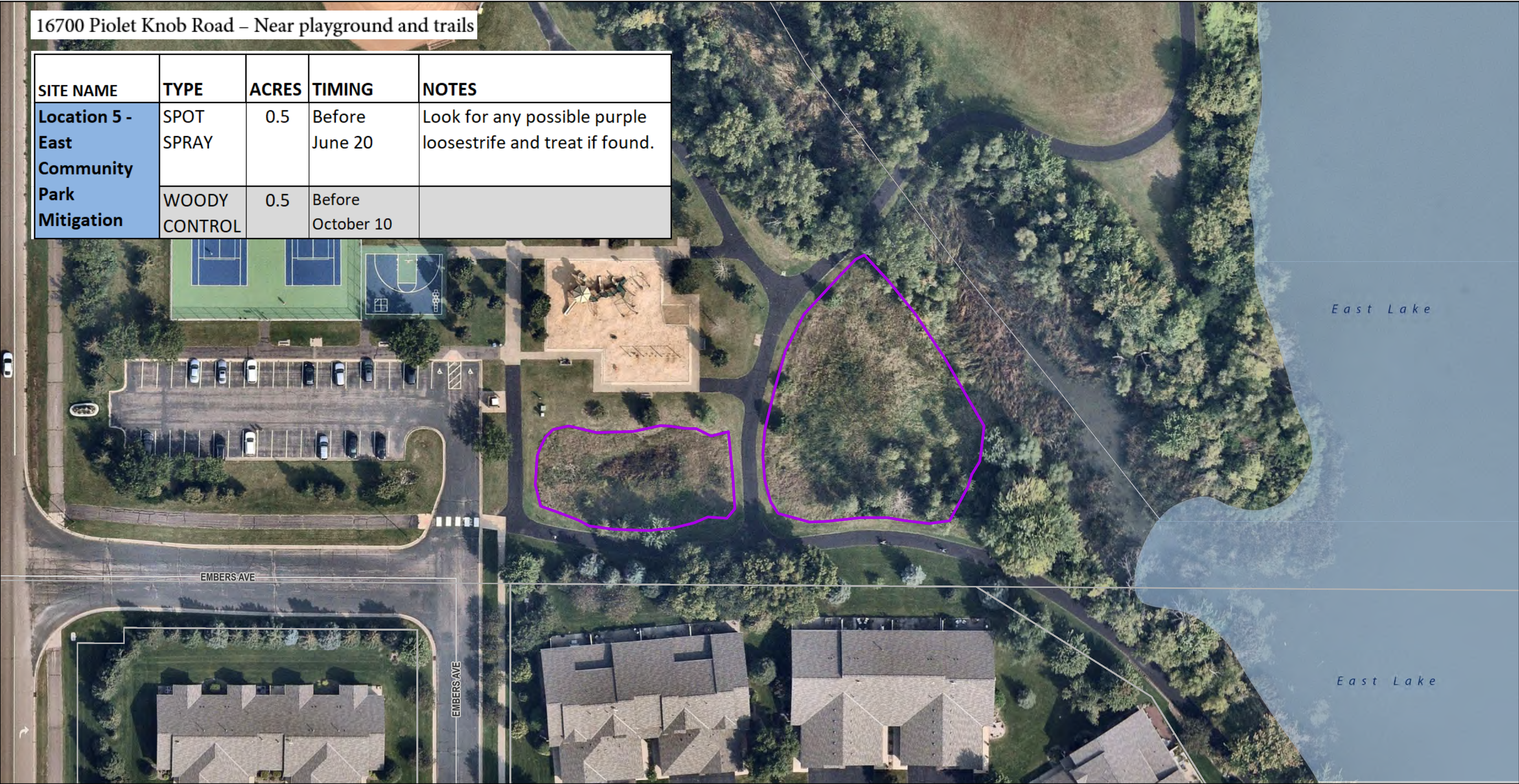
Notes:

LOCATION 05. EAST LAKE MITIGATION & POND

FREQUENCY OF MAINTENANCE
1 2 3

16700 Piolet Knob Road – Near playground and trails

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 5 - East Community Park Mitigation	SPOT SPRAY	0.5	Before June 20	Look for any possible purple loosestrife and treat if found.
	WOODY CONTROL	0.5	Before October 10	



1. _____

3. _____

2. _____

Notes: _____

LOCATION 06. SHADY OAK GROVE WETLAND RESTORATION

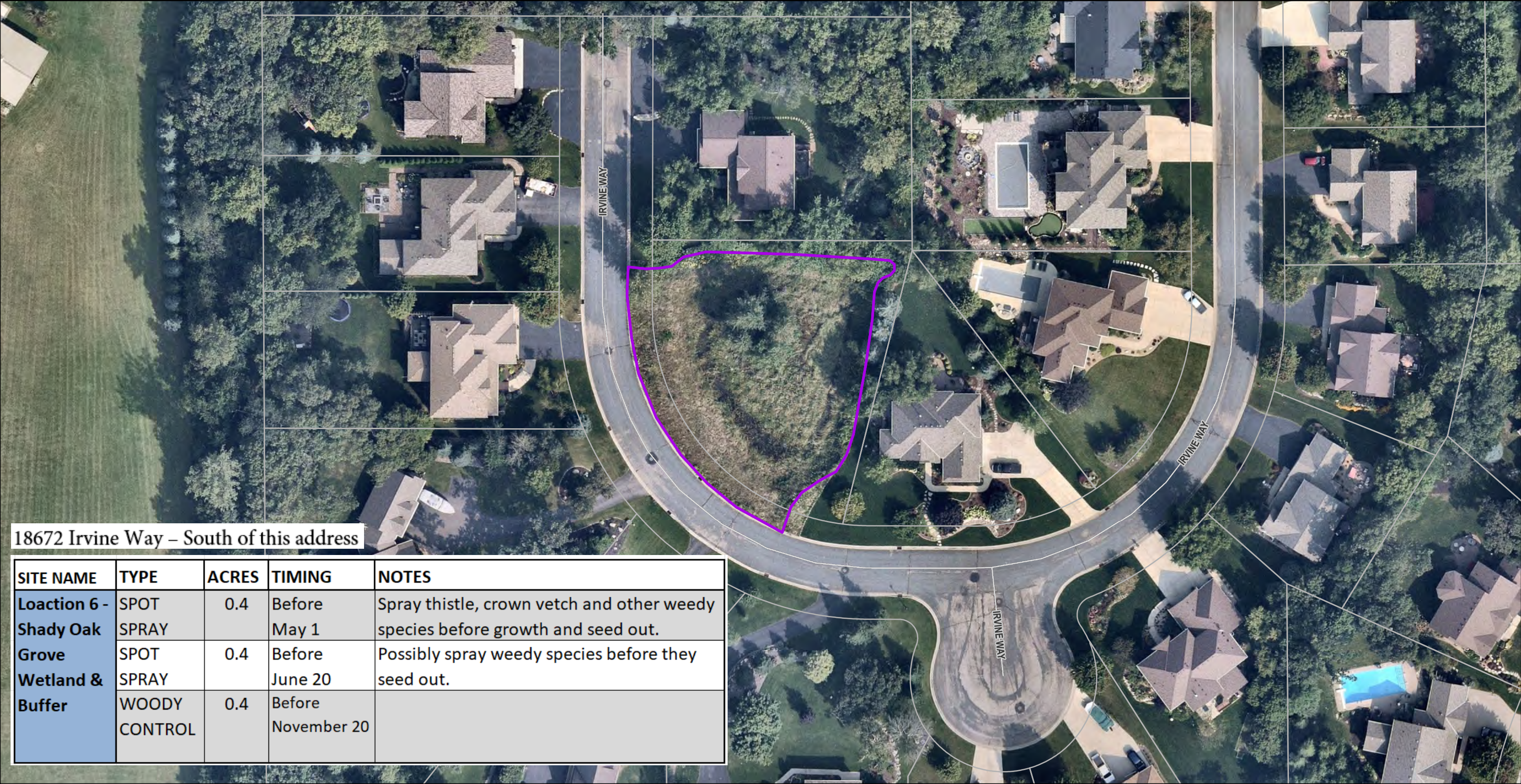
FREQUENCY OF MAINTENANCE

1

2

3

N



1. _____

3. _____

2. _____

Notes: _____

LOCATION 15. AVONLEA CREEK & WETLAND RESTORATION

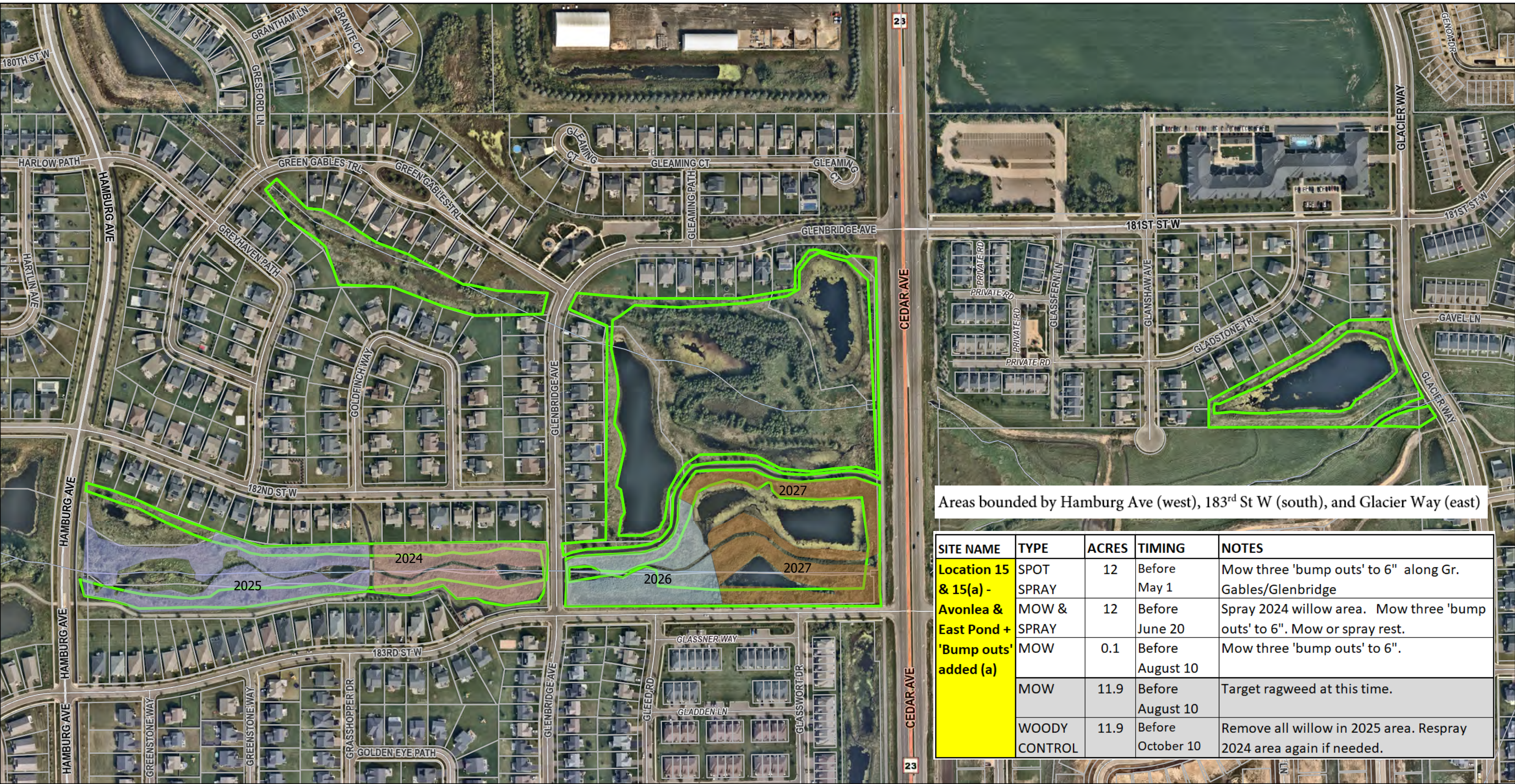
FREQUENCY OF MAINTENANCE

1

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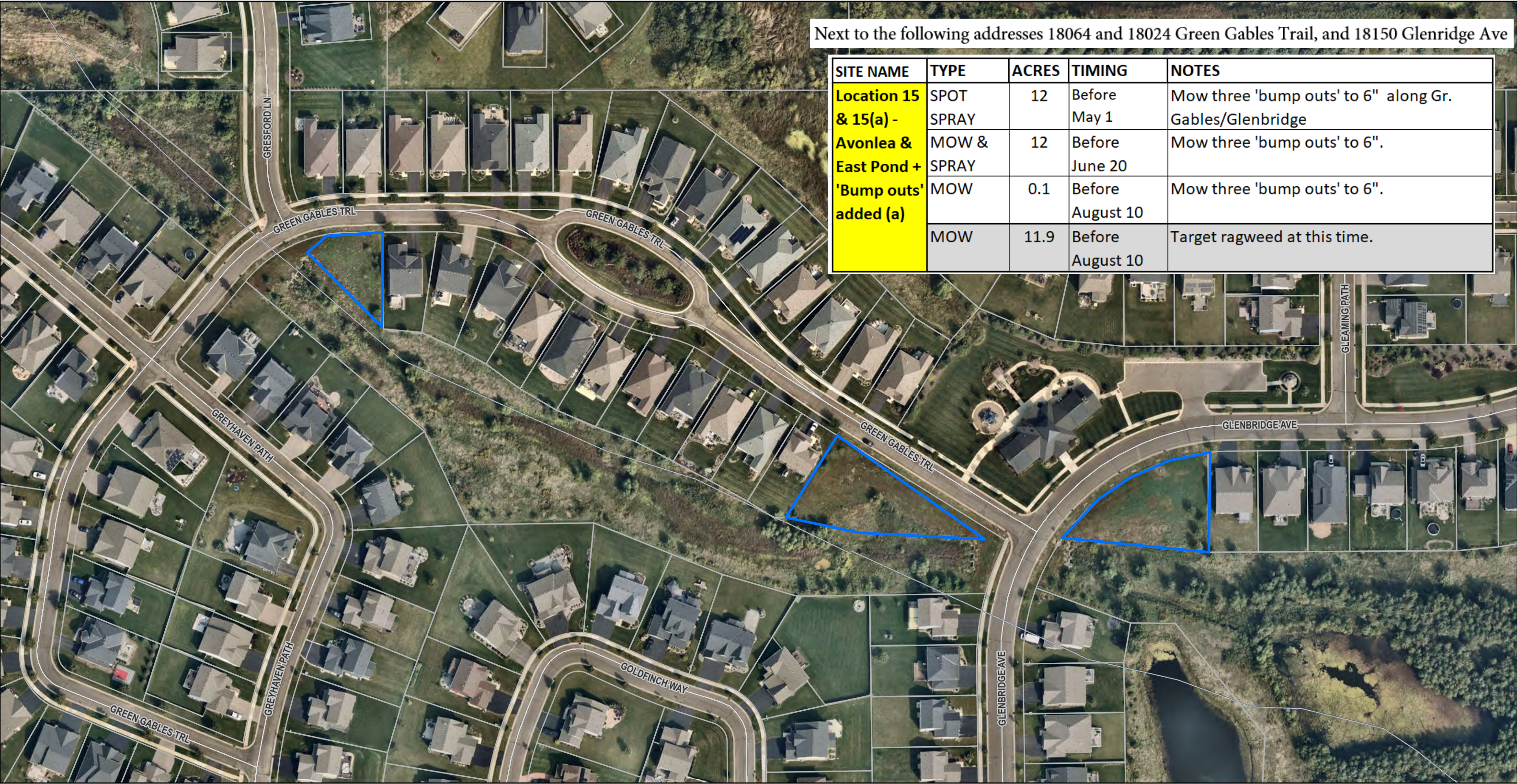
1.

2.

3.

Notes:

LOCATION 15A. AVONLEA 'BUMP OUTS' 1-3



1. _____

3. _____

2. _____

Notes: _____

LOCATION 18. CASPERSON PARK WOODLAND

FREQUENCY OF MAINTENANCE

1

2

3

N



1. _____

3. _____

2. _____

Notes: _____

LOCATION 23. ORCHARD WALL VEG. ESTABLISHMENT

FREQUENCY OF MAINTENANCE

1

2

3

N



East end of 12120 and along the wall at 12100 and in small area below wall at 12088 175th St W

SITE NAME	TYPE	ACRES	TIMING	NOTES
Locaiton 23 Orchard	SPOT MOW	0.03	Before June 20	Seeded last fall. Try to mow around short natives.
Wall sites A & B on 175th St W	MOW or SPRAY	0.03	Before August 10	Spot mow or spray before weed species seed out.
	MOW or SPRAY	0.03	Before October 10	

1. _____

3. _____

2. _____

Notes:

LOCATION 24. MIDDLE CREEK

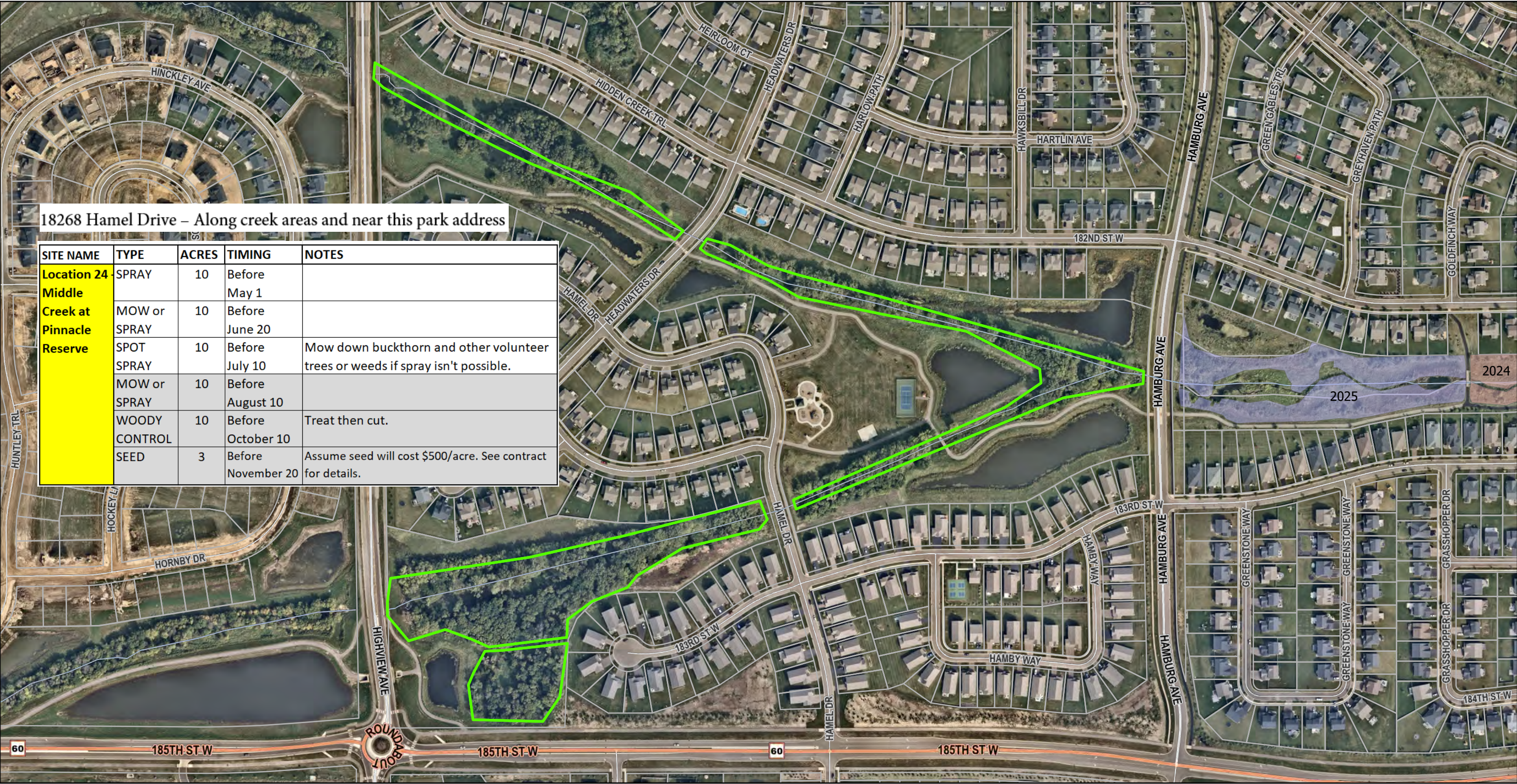
FREQUENCY OF MAINTENANCE

1

2

3

N



1. _____

3. _____

2. _____

Notes: _____

LOCATION 26. CASLANO CHANNEL

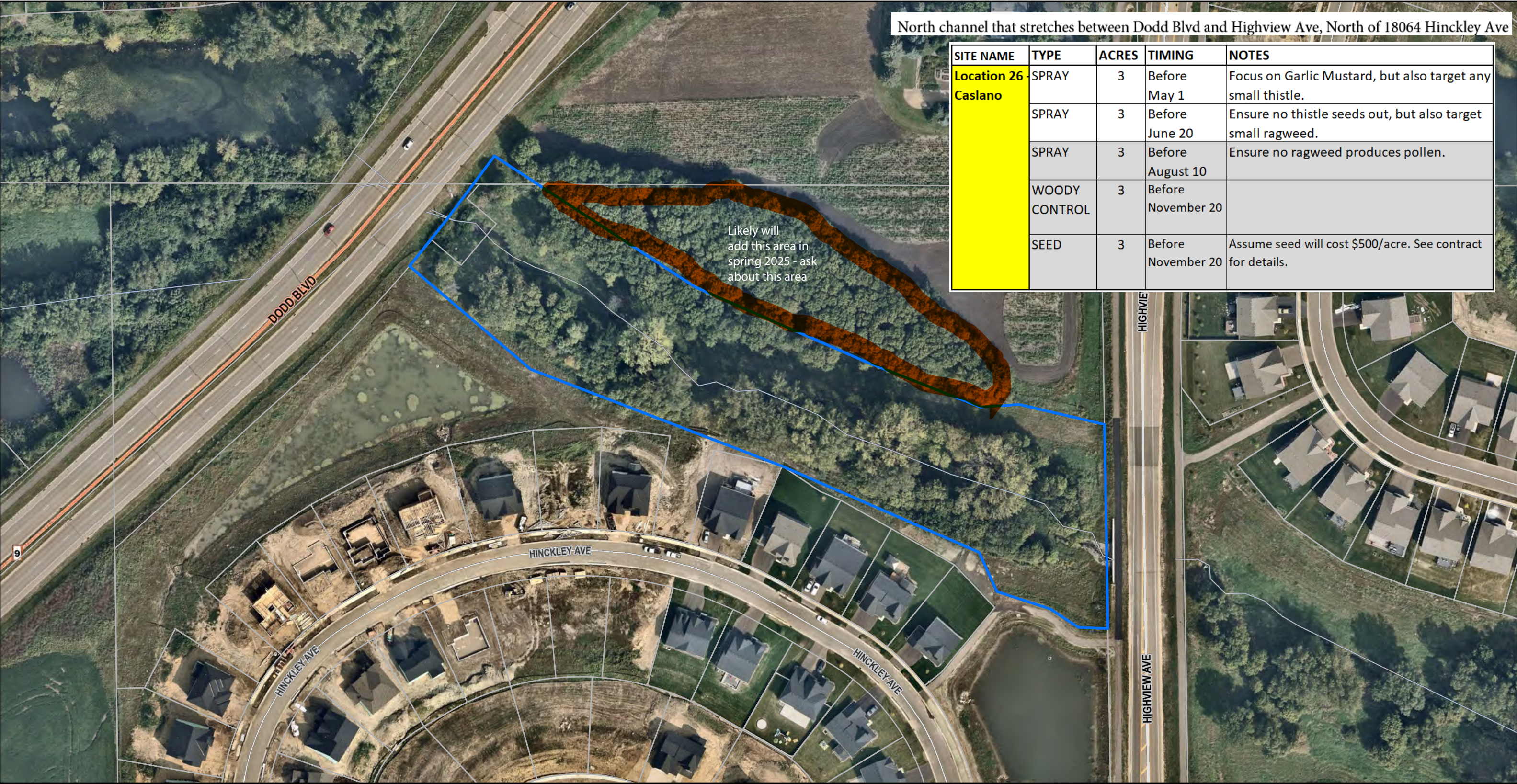
FREQUENCY OF MAINTENANCE

1

2

3

N



1.

2.

3.

Notes:

Page 195 of 362

EXHIBIT “B”

TREATMENT SUMMARY



Treatment Summary

Date:			
Location:			
Time start:		Time End:	
Chemical used:		Amount:	
Targeted species treated: thistle ragweed wild parsnip stinging nettle buckthorn Siberian elms other: _____			
Notes:			

Date:			
Location:			
Time start:		Time End:	
Chemical used:		Amount:	
Targeted species treated: thistle ragweed wild parsnip stinging nettle buckthorn Siberian elms other: _____			
Notes:			

Date:			
Location:			
Time start:		Time End:	
Chemical used:		Amount:	
Targeted species treated: thistle ragweed wild parsnip stinging nettle buckthorn Siberian elms other: _____			
Notes:			

Get fillable version from Lakeville staff

EXHIBIT “C”

END OF SEASON SUMMARY



End of Season Summary

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

Get fillable version from Lakeville staff

CONTRACTOR'S QUOTE PROPOSAL



Project: City of Lakeville Priority 1 Sites (2025)

Company: Davey Resource Group

Contact: Ben Rietz, ben.rietz@davey.com

channel resto
prairie
woodland
wetland and buffer
pond and buffer

Refer to contract for further details.

Use blue dye when spraying all year to help avoid missed areas.

Cut down volunteer trees when found at any visit. Black locust must be chemically treated each visit if showing growth.

Make sure areas outside of boundary on map are searched for spreading of target species and manage them at the time of discovery.

Inform Lakeville staff of locations found outside of mapped areas.

Before May 1: Treat for garlic mustard in rosette stage/before it seeds out. Treat small thistle or any wild parsnip when identified at this time as well. Recheck site after 7 days and before 15 days to treat any missed plants after first spray.

Before June 20: Spray thistle, crown vetch, burdock and other weedy species before they seed out. Treat small ragweed and any volunteer trees found. Recheck site after 7 days and before 15 days to treat any missed plants after spray.

Before July 10: Spot spray buckthorn (as well as thistle and other weeds). Mow buckthorn if spraying isn't possible due to high temperatures.

Before August 10: Spray or mow ragweed before it puts off pollen. If this is the last date of management for the site, make sure to manage any remaining volunteer trees and shrubs not already managed by cutting and treating stump. Recheck site after 7 days and before 15 days to treat any missed plants. Up to 30 days for volunteer trees managed.

Before October 10: Cut any remaining volunteer trees and invasive shrubs (boxelder, siberian elm, buckthorn, etc) and stump treat. Size: whip to 3" dbh. Recheck site before November 20 and manage any missed volunteer trees and weeds.

Before November 20: Fall seeding before snowfall.

Color codes are indicated at the top of the sheet as to what type of project the site is.

SITE NAME	TYPE	ACRES	TIMING	NOTES	COST	SITE TOTAL
Location 1 - 205th Channel	SPOT SPRAY	0.2	Before May 1		\$450.00	\$450.00
	WOODY CONTROL	0.2	Before October 10		\$500.00	\$500.00
Location 2 - South Creek Hamburg	MOW or SPRAY	3	Before June 20	Cut back 1/2 of canada goldenrod and leave on site.	\$1,900.00	\$1,900.00
	MOW or SPRAY	3	Before August 10	Cut back 1/2 of canada goldenrod and leave on site.	\$1,700.00	\$1,700.00
	MOW or SPRAY	3	Before May 1		\$1,700.00	\$9,715.00
	WOODY CONTROL	1	Before October 10	Near larger trees (should be mowed in grass areas)	\$1,350.00	
	BURN	3	Before November 20		\$6,665.00	
	SEED	3	Before November 20	Assume seed will cost \$500/acre. See contract for details.	\$3,915.00	\$3,915.00

SITE NAME	TYPE	ACRES	TIMING	NOTES	COST	SITE TOTAL
Location 5 - East Community Park Mitigation and Pond	SPOT SPRAY	0.5	Before June 20	Look for any possible purple loosestrife and treat if found.	\$380.00	\$380.00
	WOODY CONTROL	0.5	Before October 10		\$420.00	\$420.00
Loaction 6 - Shady Oak Grove Wetland & Buffer	SPOT SPRAY	0.4	Before June 20	Possibly spray weedy species before they seed out.	\$550.00	\$550.00
	SPOT SPRAY	0.4	Before May 1	Spray thistle, crown vetch and other weedy species before growth and seed out.	\$400.00	\$400.00
	WOODY CONTROL	0.4	Before November 20		\$400.00	\$400.00
Location 15 & 15(a) - Avonlea & East Pond + 'Bump outs' added (a)	SPOT SPRAY	12	Before May 1	Mow three 'bump outs' to 6" along Gr. Gables/Glenbridge	\$2,500.00	\$5,260.00
	MOW & SPRAY	12	Before June 20	Spray 2024 willow area. Mow three 'bump outs' to 6". Mow or spray rest.	\$2,760.00	
	MOW	0.1	Before August 10	Mow three 'bump outs' to 6".	\$400.00	\$400.00
	MOW	11.9	Before August 10	Target ragweed at this time.	\$2,500.00	\$2,500.00
	WOODY CONTROL	11.9	Before October 10	Remove all willow in 2025 area. Respray 2024 area again if needed.	\$7,000.00	\$7,000.00
Location 18 - Caspersen Park Woodland	SPRAY or MOW	2.2	Before July 10		\$1,300.00	\$1,300.00
	SPOT SPRAY	2.2	Before May 1		\$500.00	\$1,800.00
	SPOT SPRAY	2.2	Before October 10	Must be after first weekend in October.	\$1,300.00	
	SEED	2.2	Before November 20	Assume seed will cost \$500/acre. See contract for details.	\$2,790.00	\$2,790.00
Locaiton 23 - Orchard Wall sites A & B on 175th St W	SPOT MOW	0.03	Before June 20	Seeded last fall. Try to mow around short natives.	\$325.00	\$325.00
	MOW or SPRAY	0.03	Before August 10	Spot mow or spray before weed species seed out.	\$375.00	\$375.00
	MOW or SPRAY	0.03	Before October 10		\$375.00	\$375.00

SITE NAME	TYPE	ACRES	TIMING	NOTES	COST	SITE TOTAL
Location 24 - Middle Creek at Pinnacle Reserve	SPRAY	10	Before May 1		\$4,900.00	\$11,185.00
	MOW or SPRAY	10	Before June 20		\$6,285.00	
	SPOT SPRAY	10	Before July 10	Mow down buckthorn and other volunteer trees or weeds if spray isn't possible.	\$4,900.00	\$4,900.00
	MOW or SPRAY	10	Before August 10		\$4,000.00	\$9,200.00
	WOODY CONTROL	10	Before October 10	Treat then cut.	\$5,200.00	
	SEED	3	Before November 20	Assume seed will cost \$500/acre. See contract for details.	\$11,590.00	\$11,590.00
Location 26 - Caslano	SPRAY	3	Before May 1	Focus on Garlic Mustard, but also target any small thistle.	\$1,800.00	\$1,800.00
	SPRAY	3	Before June 20	Ensure no thistle seeds out, but also target small ragweed.	\$2,000.00	\$2,000.00
	SPRAY	3	Before August 10	Ensure no ragweed produces pollen.	\$1,900.00	\$3,700.00
	WOODY CONTROL	3	Before November 20		\$1,800.00	
	SEED	3	Before November 20	Assume seed will cost \$500/acre. See contract for details.	\$3,915.00	\$3,915.00

Reporting

		COST
All Locations	Use provided templates or webmap application. Submit site activity reports within 3 days of completing. End of season summary form for each location is due by November 30, 2025.	\$300.00

Invoice must be per location & include date of visit. Perform maintenance based on phenology of area. Must confirm with city contact prior to treatment.	TOTAL (all numbers in orange - to be used for quote comparison least contracted amount)	\$33,325.00
	TOTAL with all optional treatment (Highest possible amount)	\$91,045.00

Additional Maintenance - Per Visit COST		COST
2025	Additional vegetation management by mechanical or chemical means as directed by city staff. (Per hour COST including mobilization and equipment)	\$115.00



Date: 4/7/2025

Resolution Approving Charitable Gambling for Lakeville Soccer Club

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Lakeville Soccer Club to conduct lawful gambling at Angry Inch Brewing.

Overview

Lakeville Soccer Club has applied to the State of Minnesota Gambling Control Board to conduct gambling activities at Angry Inch Brewing, 20841 Holyoke Avenue. The application requires a resolution of approval by the City Council.

Supporting Information

None

Financial Impact: \$ **Budgeted:** No **Source:**

Envision Lakeville Community Values: A Sense of Community and Belonging

Report Completed by: Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHARITABLE GAMBLING FOR LAKEVILLE
SOCCER CLUB**

WHEREAS, the City of Lakeville received an application from the Lakeville Soccer Club to conduct gambling activities at Angry Inch Brewing, 20841 Holyoke Avenue; and

WHEREAS, the Lakeville Soccer Club is a qualified organization;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Lakeville Soccer Club to conduct gambling activities at Angry Inch Brewing, 20841 Holyoke Avenue.

ADOPTED by the Lakeville City Council this 7th day of April 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/7/2025

Temporary on-sale liquor license to Dakota Curling Club

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to Dakota Curling Club.

Overview

The Dakota Curling Club applied for a temporary on-sale liquor license for its Cinco de Mayo Bon Spiel Event on May 2-4, 2025.

The Cinco de Mayo Bon Spiel event will be held at the Dakota Curling Club, and they have applied for an administrative permit to set up an on-site tent for overflow seating. The tent will cover three parking spaces.

Supporting Information

None

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



Date: 4/7/2025

Agreement with JustFoia for Public Records Request Management

Proposed Action

Staff recommends adoption of the following motion: Move to approve the attached agreement with JustFoia for the implementation of a new Public Records Request Management System.

Overview

The City of Lakeville currently processes public records requests manually and tracks requests in Excel. To enhance efficiency, transparency, and compliance with data practice laws, the City proposes to enter into an agreement with JustFoia. JustFoia is a cloud-based solution that streamlines record requests, improves response times, and integrates with existing city systems.

The city attorney reviewed the agreement. The investment is expected to reduce administrative workload and enhance resident service delivery. Staff recommends approval of the attached agreement and addendum for implementing a new Public Records Request Management System.

Supporting Information

1. City_of_Lakeville JustFoia Agreement
2. Addendum 1 City of Lakeville – 34835 – JFNewPro+SSO

Financial Impact: \$14,477.00 Budgeted: Yes Source: City Clerk Budget Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Ann Orlofsky, City Clerk
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MASTER SERVICES AGREEMENT NO. 25268

This Master Services Agreement No. 25268 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

For avoidance of doubt, and notwithstanding any other provision in this Agreement including, but not limited to, this Section and Section 10, the Company must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Client pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by the Company pursuant to this Agreement. The Company is subject to all provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Company receives a formal request to release data pursuant to the Minnesota Government Data Practices Act, the Company will immediately notify the Client. The Client will give Company instructions concerning the release of data to the requesting party before the data is released. Company agrees to defend, indemnify, and hold Client, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Company's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation and termination of this Agreement.

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9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or

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approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED 2X THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044
Attn: Ann Orlofsky
Email: aorlofsky@lakevillemn.gov

15. Prompt Payment of Subcontractors

MCCi MSA

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Commented [LD2]: MCCi can not have unlimited liability and needs to keep its risk tied proportionately to the City's subscription. MCCi will double the "not to exceed" amount.

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Pursuant to Minn. Stat. § 471.425, subd. 4a, the Company must pay any subcontractor within ten (10) days of the Company's receipt of payment from the Client for undisputed services provided by the subcontractor. The Company must pay interest of one and one-half percent (1½ %) per month or any part of a month to 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, Company shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Company shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

16. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("**EULA**"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. The Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties may pursue any available remedy they have at law. In any such action, the Parties will bear their own costs.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Minnesota, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

CITY OF LAKEVILLE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

20195 HOLYOKE AVE
LAKEVILLE, MN 55044

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 25268

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 25268 ("**Agreement**");

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

CITY OF LAKEVILLE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



850.701.0725
850.564.7496 fax

Client Name: City of Lakeville
Client Address: 20195 Holyoke Ave, Lakeville, MN 55044
Quote Number: 34835
Quote Type: New JustFOIA System

Bill to/Ship to: Ann Orlofsky
aorlofsky@lakevillemn.gov

cc AP Contact: jstahl@lakevillemn.gov

Quote Date: 2/11/2025

Subscription Period Start Date:
Date of Contract Execution

Subscription Period End Date:
12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
☒ JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
☒ Single Sign-On (SSO)	1	Included	Included
☒ Any & All Document Management	1	Included	Included
☒ Unlimited Admins, Power Users & General Users	1	Included	Included
☒ Unlimited Storage	1	Included	Included
<i>Site Name:</i> Lakeville, MN		Included	Included
<i>URL:</i> lakevillemn.justfoia.com		Included	Included

JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION

☒ JustFOIA Managed Support Services	1	\$2,772.00	\$2,772.00
<i>Up to 20 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES

\$12,607.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
☒ Pro Implementation	1	Included	Included
☒ Configuration of 2 Request Forms	1	Included	Included
<i>1. City Clerk Records Requests 2. Police Department Records Requests</i>			
☒ Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,500.00
☒ Single Sign-On Configuration	1	Included	Included
☒ Any & All Document Management Configuration	1	Included	Included
☒ Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$370.00

SUBTOTAL - ONE-TIME SERVICES

\$1,870.00

YEAR 1 ORDER COST

\$14,477.00



All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

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BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.



Date: 4/7/2025

Resolution Appointing Kristy Harms to the Lakeville Area Arts Center Advisory Board

Proposed Action

Staff recommends adoption of the following motion: Approve the resolution appointing Kristy Harms to the Lakeville Area Arts Center Advisory Board.

Overview

Due to oversight, Kristy Harms was not included in the original resolution passed at the Council meeting on March 17. This action will appoint her to a new three-year term effective April 1, 2025.

Supporting Information

1. Kristy Harms Resolution Appointing Members to Advisory Boards, Committees, and Commissions

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider
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CITY OF LAKEVILLE
RESOLUTION NO. 25-

**RESOLUTION APPOINTING MEMBERS TO ADVISORY
BOARDS, COMMITTEES AND COMMISSIONS**

WHEREAS, advisory boards, committees, and commissions are comprised of knowledgeable, prominent and credible members in their field of expertise from within the Lakeville community that are responsible for providing non-binding professional and strategic advice to the City Council; and

WHEREAS, the City Council annually reviews the membership of each board, committee and commission, advertises for open positions and considers appointment of new and existing members.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby appoints members as listed on the attached Exhibit A effective April 1, 2025.

ADOPTED by the Lakeville City Council this 7th day of April 2025.

Luke Hellier, Mayor

Ann Orlofsky, City Clerk

EXHIBIT A

Lakeville Area Arts Center Board	3-year terms	Kristy Harms
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Date: 4/7/2025

Brookshire 2nd Addition Encroachment Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve an encroachment agreement for Brookshire 2nd Addition for the placement of a monument sign within a public drainage and utility easement.

Overview

D.R. Horton representatives have requested approval of an encroachment agreement to allow the placement of a monument sign within a public drainage and utility easement. The proposed sign and landscaping location is at the rear of Lot 2, Block 7, Brookshire 2nd Addition which is at the intersection of 179th Street (future CSAH 9) and Eagleview Drive. Engineering staff reviewed the request and determined that the placement of the sign would not cause conflict with drainage or utilities in the area. The lot is planned for a single-family home but the sign and surrounding landscaping will be maintained by the Brookshire master HOA.

D.R. Horton has signed the agreement, which is attached to this memo. A sign permit must be issued prior to the installation of the sign.

Supporting Information

1. Signed Encroachment Agreement

Financial Impact: \$0 **Budgeted:** No **Source:**

Envision Lakeville Community Values: Design that Connects the Community

Report Completed by: Kris Jenson, Planning Manager

(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 **D.R. HORTON, INC. - MINNESOTA**, a Delaware corporation (“D.R. Horton, Inc. – Minnesota” or “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:

Parcel ID No. 22-15101-07-020

Lot 2, Block 7, Brookshire 2nd Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Abstract Property)

(“Subject Property”)

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). The Owner desires to construct a monument sign on the Subject Property which encroaches on the City’s Easement Areas as depicted on the attached Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in the City’s Easement Areas on the Subject Property for the monument sign subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are:

- The City shall have no responsibility to maintain or repair the monument sign located within the City's Easement Areas.
- The monument sign located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owner shall construct the monument sign consistent with all applicable federal, state and local laws and regulations.
- The Owner, its heirs, successors and assigns, are fully responsible and liable for any and all damage caused to the monument sign because of it being constructed in the City's Easement Areas.
- The Owner of the Subject Property will own and maintain the monument sign.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, the Owner, for itself, its heirs, successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property or monument sign encroaching into the City's Easement Areas as depicted on Exhibit "A", including the monument sign in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the City's Easement Areas for drainage or utility purposes and the monument sign is inconsistent with the City's use of the easement. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner shall remove that portion of the monument sign to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the monument sign to the extent it impacts the City's Easement areas and charge the cost of removal back to the owner for reimbursement.

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.

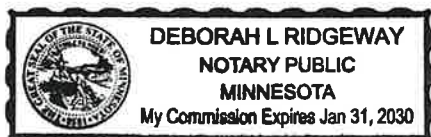
Notary Public

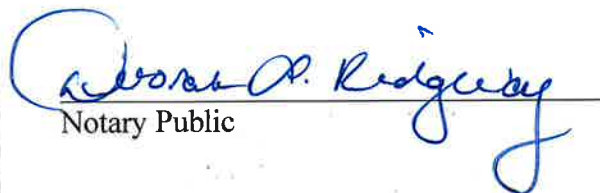
PROPERTY OWNER:
D.R. HORTON, INC. - MINNESOTA

By: 
James R. Slaikeu
Its Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31st day of March, 2025, by James R. Slaikeu, the Vice President of **D.R. Horton, Inc. - Minnesota** a Delaware corporation, on behalf of said corporation.

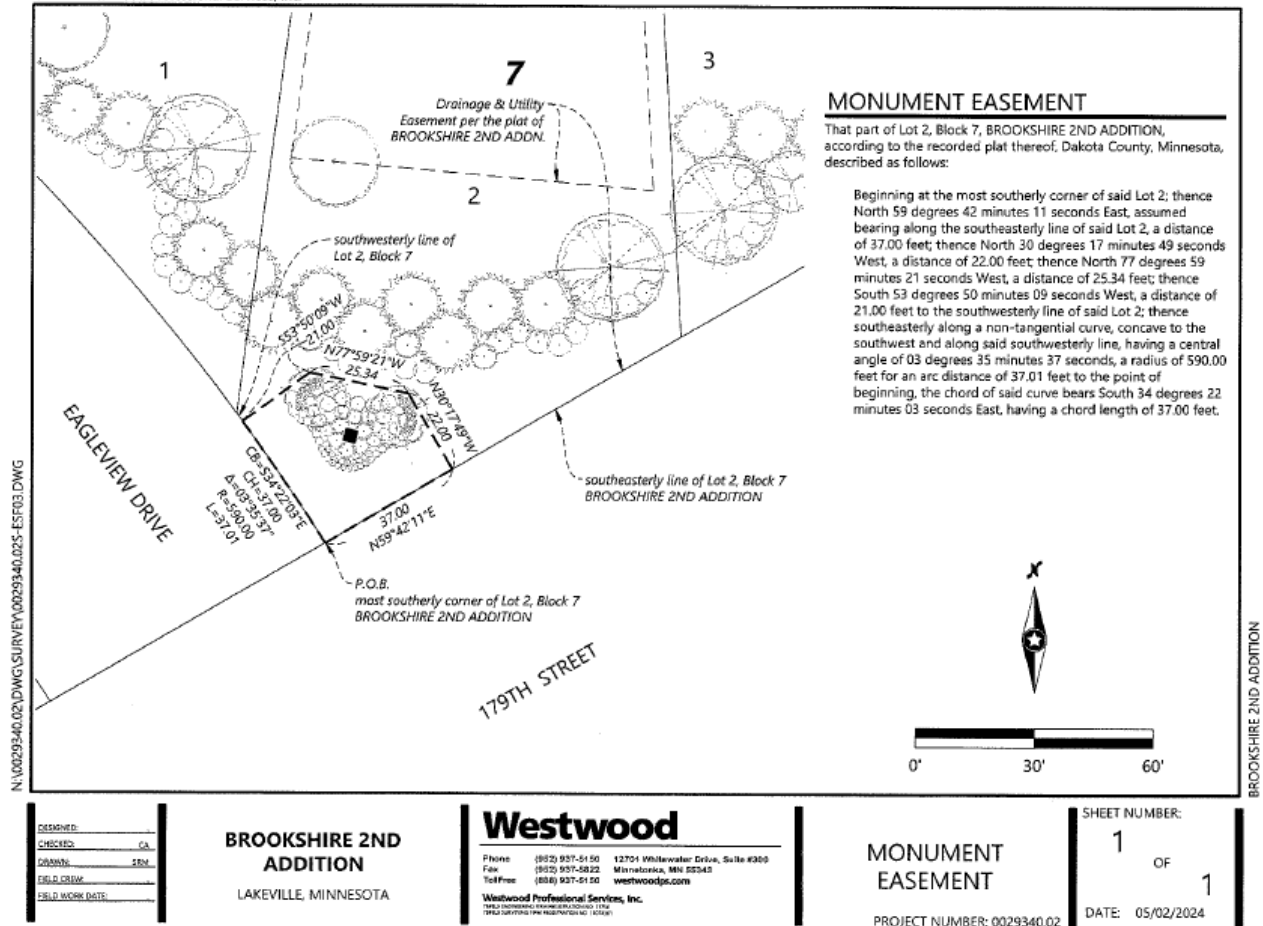



Notary Public

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

EXHIBIT "A"

© 2024 Westwood Professional Services, Inc.





Date: 4/7/2025

WaterSmart Customer Portal Annual Renewal

Proposed Action

Staff recommends adoption of the following motion: Move to approve the annual subscription to WaterSmart through Ferguson Waterworks.

Overview

The WaterSmart customer portal enables residents and business owners to monitor their water consumption, receive leak alerts, access instructional videos on detecting leaks, and forecast their bills. Over the past 12 months, more than 1,700 leak alerts have been sent via email or text, helping users address potential issues. Staff recommends approval of the annual subscription to WaterSmart to continue providing these valuable services.

Supporting Information

1. WaterSmart Annual Renewal

Financial Impact: \$68,572.70 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent
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1694 91ST AVE NE
BLAINE, MN 55449-4311

Please contact with Questions: 763-560-5200

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0543273	\$68,572.70	24675	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2518
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 275772

SHIP TO:

CITY OF LAKEVILLE
18400 IPA VA AVE W
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

CITY OF LAKEVILLE
18400 IPA VA AVE W
LAKEVILLE, MN 55044

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2805	2805	MNE	WATERSMART	MPF	METER ACCOUNT	03/10/25	28907

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	SP-N13733102	WTR SMRT ANNUAL SUB 20000+	57556.400	EA	57556.40
1	1	SP-N13733106	WTR SMRT PREM INTEG ANNUAL	11016.300	EA	11016.30
INVOICE SUB-TOTAL						68572.70

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.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$68,572.70
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Date: 4/7/2025

Park Restroom Cleaning Services Agreement with Vanguard Cleaning Systems of MN.

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Vanguard Cleaning Systems of MN for park restroom cleaning services.

Overview

Staff prepared and sent out Request for Proposals to five contractors for park restroom cleaning services at 12 park facilities. The City received responses from three companies ranging from \$58,670 to \$66,942. The low proposal was submitted by Vanguard Cleaning Systems of MN in the amount of \$58,670. The City has also accepted Vanguard's proposal Alternate #1 for Saturday/Sunday restroom cleaning at Antlers Park in the amount of \$2,592. Staff is recommending approval of an Agreement with Vanguard Cleaning Systems of MN for park restroom cleaning services, including Alternate #1, at a total cost of \$61,262.

Supporting Information

1. VCS-MN SIGNED Contract
2. Vanguard Proposal - 2.17.25
3. 2025 Parks Restroom Cleaning RFP Results

Financial Impact: \$61,262.00 Budgeted: Yes Source: General Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Paul Miskimen, Parks Supervisor
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**AGREEMENT
BETWEEN CITY OF LAKEVILLE AND VANGUARD CLEANING SYSTEMS OF MN
FOR PARK RESTROOM CLEANING SERVICES**

THIS AGREEMENT made this 7th day of April 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **VANGUARD CLEANING SYSTEMS OF MN**, a Minnesota limited liability company (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, 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. Request for Proposals for 2025 Park Restroom Cleaning Services, prepared by the City of Lakeville.
- C. Contractor’s Proposal dated 2/17/2025.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document “A” has the first priority and Contract Document “C” has the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. 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. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal for 2025. Owner has also accepted Alternate #1 for Antlers Park (Saturday/Sunday) service. Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time. Invoices will be paid within 35 days of receipt.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit monthly invoices for services provided. Applications for Payment will be processed by the Parks Superintendent.
- B. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. 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 1 ½ 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.

- (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

5. **TERM.** The term of this contract shall begin on April 14, 2025 and terminate on October 24, 2025.

6. **CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- 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 federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any further examinations, investigations, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, and all additional examinations, investigations, and data with the Contract Documents.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- H. Background Checks: The City may require criminal history background checks of the Contractor's employees for purposes of access to City facilities. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

7. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. 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.

9. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately correct, without cost to the City, any such faulty work.

10. 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.

11. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are not required.

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the Specifications.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) 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.

- (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. 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.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.
- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice, at any time, without reason, to the other party's representative at its respective address. No notice shall be due for termination for cause. "Termination for cause" shall include, but not be limited to, breach of confidential or premises security.

OWNER:
CITY OF LAKEVILLE

CONTRACTOR:
VANGUARD CLEANING SYSTEMS OF MN

BY: _____
Luke M. Hellier, Mayor

BY: Michael Hamerlind
ITS: Regional Director

AND _____
Ann Orlofsky, City Clerk



PROPOSAL FORM
2025 RESTROOM CLEANING SERVICES

Company Name: Vanguard Cleaning Systems of MN

Address: 3459 Washington Dr, #109 | Eagan, MN 55122

Name (print): RANDY SAMARAKA

Authorized Signature: Randy Samaraka Digitally signed by Randy Samaraka
Date: 2025.02.17 14:58:54 -06'00' Date: 2/17/2025

Telephone: 952-299-3875 Email: rsamaraka@vgcsmn.com

LOCATION	2025 COST	2026 COST
(April 14 – October 24, 2025)		
(April 13 – October 25, 2026)		
Aronson Park – 8550 202 nd Street	\$ <u>5,852.00</u>	\$ <u>5,852.00</u>
Casperson Park – 19720 Juno Trail	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
King Park – 18350 Dodd Boulevard	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Orchard Lake Beach – 17195 Judicial Road	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Parkview Park – 6833 Gerdine Path	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Prairie Lake Park – 18179 Kingsway Path	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Steve Michaud Park – 17100 Ipava Trail	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Quigley-Sime Park – 8500 202 nd Street	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Valley Lake Park – 16050 Garrett Path	\$ <u>4,389.00</u>	\$ <u>4,389.00</u>
Antlers Park – 20141 Ipava Avenue	\$ <u>8,583.00</u>	\$ <u>8,583.00</u>
Ritter Cabin – 19300 Ritter Trail	\$ <u>6,783.00</u>	\$ <u>6,783.00</u>



LOCATION	2025 COST	2026 COST
(July 1 – October 24, 2025)		
(April 13 – October 25, 2026)		
Grand Prairie Park Main Building - 7700 185 th St	\$ <u>1,170.00</u>	\$ <u>1,937.00</u>
Grand Prairie Park Field Support Building – 7700 185th St	\$ <u>1,170.00</u>	\$ <u>1,937.00</u>
GRAND TOTAL ALL SITES:	\$ <u>58,670.00</u>	\$ <u>60,204.00</u>

ALTERNATES

Alternate #1

Clean Antlers Park Saturday and Sunday

(April 14 – October 24, 2025) \$ 2,592.00

Alternate #2

Clean all 13 sites Saturday and Sunday

(April 14 – October 24, 2025) \$ 21,033.00

Alternate #3

Clean Antlers Park Saturday and Sunday

(October 24 – December 31, 2025) \$ 960.00

(January 1 – April 12, 2026) \$ 1,440.00

Alternate #4

Clean Ritter Cabin Saturday and Sunday

(October 24 – December 31, 2025) \$ 960.00

(January 1 – April 12, 2026) \$ 1,440.00

2025 Parks Restroom Cleaning

Proposal Results

2/18/2025

<u>Company</u>	<u>2025 Total</u>	<u>2026 Total</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Alt 3</u>	<u>Alt 4</u>
Astra Cleaning Services	\$64,848.00	\$68,880.00	\$3,640.00	\$24,744.00	\$3,500.00	\$3,100.00
FBG Services	\$66,942.00	\$71,857.00	\$3,780.00	\$26,778.00	\$3,500.00	\$3,000.00
Vanguard	\$58,670.00	\$60,204.00	\$2,592.00	\$21,033.00	\$2,400.00	\$2,400.00



Date: 4/7/2025

Public Hearing and Award of Contract for the 2025 Street Reconstruction/Rehabilitation Improvement Project 25-02

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) contract with McNamara Contracting, Inc for the 2025 Street Reconstruction/Rehabilitation Project, City Project 25-02; 2) resolution adopting assessments for City Improvement Project 25-02; 3) resolution authorizing funding and 2025 budget amendments and fund transfers; and 4) proposal with Braun Intertec for professional services.

Overview

The 2025 Street Reconstruction/Rehabilitation Project was initiated based on the City's Pavement Management Program and consists of two components. The Reconstruction Project mainly includes reclaiming and paving as well as rehabilitation, lining or replacement of the watermain. The Street Rehabilitation improvements involves milling and overlaying along with spot curb and gutter replacement. The improvements were included together for cost and construction efficiency considerations.

On Tuesday, March 4, 2025 the City received five bids for the construction of City Project 25-02 and results ranged from a low bid of \$4,918,381.47 submitted by McNamara Contracting to a high bid of \$6,645,739.95. The Engineer's construction estimate was \$5,192,135. Based on the apparent low bid price for construction, the total project cost is anticipated to be \$6,076,544. Funding sources are listed in the attached Project Financing Document.

The 2025 Street Reconstruction/Rehabilitation project is partially funded with property tax levies, of which a portion is financed through assessments to benefitting property owners. Pursuant to the requirements of Minnesota Statutes, Chapter 429 for local improvements, two public hearings are required. The City Council held the first public hearing (improvement hearing) on November 18, 2024, providing property owners within the 2025 Street Reconstruction Project a project summary, estimated project costs, description of the proposed assessment area, estimate of the amount to be assessed and an explanation of the City's adopted Assessment Policy. Notice of the second public hearing (assessment hearing) was published and mailed to benefitting property owners and will be held at this council meeting here tonight. Prior to the public hearing, Staff will share a presentation providing a summary of the 2025 Street Reconstruction Project, including project cost, description of the assessment area, amount to be assessed and overview of the City's Assessment Policy.

The Construction of the 2025 Street Project requires materials testing & laboratory inspections to be completed by Braun Intertec. Braun had previously completed the preliminary

geotechnical investigations for the project prior to design. Staff has reviewed their proposal and finds it acceptable.

Staff also reviewed the bids and proposed special assessments and recommends approval of the resolutions.

Supporting Information

1. Project Financing Summary
2. WSB Recommendation Letter
3. Bid Summary
4. Construction Contract
5. Braun Proposal
6. Resolution Adopting Assessments
7. Budget Resolution

Financial Impact: \$6,076,544 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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Project Financing

Funding for the project was programmed in the 2025-2029 CIP. The following is a breakdown of the anticipated costs.

- The City's cost-share for roadway and storm sewer improvements, including storm sewer repair/replacement, will be financed from the issuance of G.O. Improvement Bonds. The City's share of debt will be financed with taxes, which are repaid with property tax levies commencing in 2026.
- New storm sewer infrastructure will be financed from the Storm Water Infrastructure Fund.
- Public watermain improvements, including the installation of new watermain and lining existing mains as well as corrosion protection best management practices, will be financed from the Water Operating Fund.
- Public sanitary sewer improvements, including infrastructure repair/replacement and inflow and infiltration best management practices, will be financed from the Sanitary Sewer Operating Fund.

• **Project Costs: Total**

<u>Cost Type</u>	<u>Amount</u>
Construction Contract	\$ 4,918,381
Engineering/design/survey costs	710,862
Bonding costs	120,916
Contingency (6% of contract)	295,100
Other costs	<u>31,285</u>
	\$ 6,076,544

• **Project Costs: Financing**

<u>Funding Sources</u>	<u>Total</u>
City of Lakeville (property taxes)	\$ 3,004,645
Special Assessments	564,768
Water Operating Fund	2,041,353
Sanitary Sewer Fund	82,367
Stormwater Infrastructure Fund	383,411
Total	<u>\$ 6,076,544</u>

The City of Lakeville's share of cost for street and storm sewer improvements will be financed with debt issuance; the principal and interest payments will be repaid with property

tax levies commencing in 2026. The storm sewer infrastructure will be financed using the City's Stormwater Infrastructure Fund; new watermain and watermain lining/rehabilitation will be completed using the City's Water Operating Fund. The sanitary sewer rehabilitation will be funded by the City's Sanitary Sewer Operating Fund.

- **Project Costs: Feasibility Report vs. Actual Bid Results**

-	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
City of Lakeville (property taxes)	\$ 3,334,014	3,004,645	-9.9%
Special Assessments	593,123	564,768	-4.8%
Water Operating Fund	2,079,038	2,041,353	-1.8%
Sanitary Sewer Fund	88,076	82,367	-6.5%
Storm Sewer Infrastructure Fund	260,095	383,411	47.4%
Total	<u>\$ 6,354,346</u>	<u>\$ 6,076,544</u>	-4.4%

- **Special Assessments: Terms and Conditions**

- Interest rate: 3.88%
- Term: 10 & 15 years for Residential Properties
- First payment due with taxes payable 2026
- Senior Citizen deferments are available for those who qualify

- **Special Assessments (Unit Rates): Feasibility Report vs. Bid Results**

<u>Special Assessments</u>		<u>Feasibility</u>	<u>Actual</u>	<u>Variance</u>	
A	<u>Single Family Unit Assessment Rate</u> <u>Hayes/170th Neighborhood</u>	<u>\$6,178.00</u>	<u>\$5,883.00</u>	<u>(295)</u>	<u>-4.8%</u>
B	<u>Duplex Unit Assessment Rate</u> <u>Hayes/170th Neighborhood</u>	<u>3,089.00</u>	<u>2,941.50</u>	<u>(148)</u>	<u>-4.8%</u>

The adopted Lakeville 5-year Capital Improvement Plan (2025-2029) programs an estimated total project cost of \$5,400,000. The Feasibility Study estimates resulted in higher totals than the CIP and budgets were adjusted accordingly before being adopted in December 2024. This project is in line with the adopted 2025 budgeted CIP amounts for the project.

April 7, 2025

Honorable Mayor and City Council
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: 2025 Street Reconstruction and Rehabilitation Project
City of Lakeville Project No. 25-02
WSB Project No. 026423-000

Dear Mayor and Council Members:

Electronic bids were received for the above-referenced project on Tuesday, March 4, 2025, and were opened and read aloud. Five bids were received. The bids were checked for mathematical accuracy and tabulated by City of Lakeville staff. Please find enclosed the bid tabulation indicating McNamara Contracting, Inc., of Rosemount, Minnesota, as the low bidder with a base bid total amount of \$4,570,073.12, and a grand total bid amount, that includes bid alternate 1 and bid alternate 2 of \$4,918,381.47. The Engineer's Estimate for the total project was \$5,192,134.75.

We recommend that the City Council consider these bids and award a contract in the grand total bid in the amount of \$4,918,381.47 to McNamara Contracting, Inc., based on the results of the bids received.

If you have any questions, please contact me at 612.523.7374.

Sincerely,

WSB



Jeff Oliver, PE
Sr. Project Manager

Attachment

25-02 Street Reconstruction/Rehabilitation Project								
City Project # 25-02								
Bid Opening Summary								
March 4th, 2025 10:30 am								
Contractor	Acknowledge Addendums	Bid Bond 5%	Non- Collusion	Responsible Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid
McNamara Contracting	X	X	X	X	\$4,570,073.12	\$268,170.25	\$80,138.10	\$4,918,381.47
OMG Midwest	X	X	X	X	\$4,848,346.10	\$280,652.37	\$81,246.00	\$5,210,244.47
Northwest Asphalt	X	X	X	X	\$4,745,629.04	\$394,119.51	\$99,711.00	\$5,239,459.55
GMH Asphalt	X	X	X	X	\$5,267,110.62	\$295,214.20	\$81,246.00	\$5,643,570.82
Bituminous Roadways	X	X	X	X	\$6,317,535.45	\$254,344.50	\$73,860.00	\$6,645,739.95

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between the City of Lakeville ("Owner") and McNamara Contracting, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE - 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The furnishing of all labor, materials, tools, and equipment necessary to complete the street construction, watermain, sanitary, storm sewer, pedestrian ramps, turf restoration, and appurtenant work as shown on the Plans and specified herein.

ARTICLE - 2 THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 Street Reconstruction Project and the 2025 Street Rehabilitation Project for the City of Lakeville City Project No. 25-02, WSB Project No. 026423-000.

ARTICLE - 3 ENGINEER

3.01 The Owner has retained WSB LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by WSB LLC.

ARTICLE - 4 CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before September 12, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 10, 2025.

4.03 *Liquidated Damages*

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

1. *Substantial Completion:* Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE - 5 CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. *Contract Price:* Four Million Nine Hundred Eighteen Thousand Three Hundred Eighty-one and 47/100 Dollars (\$4,918,381.47) for Base Bid, Alternate 1, and Alternate 2 to adjustment based on the provisions of the Contract.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work.

ARTICLE - 6 PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
1. 250 percent of the anticipated cost to complete the punch list items; and
 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per month.

ARTICLE - 7 CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings (not attached but incorporated by reference) consisting of 60 sheets with each sheet bearing the following general title: 2025 Street Reconstruction Project, dated February 3, 2025. Drawings (not attached but incorporated by reference) consisting of 59 sheets with each sheet bearing the following general title: 2025 Street Rehabilitation Project, dated February 3, 2025

7. Addenda (numbers 56 to 60 of 2025 Street Reconstruction Project, inclusive). Addenda (number 3 of 2025 Street Rehabilitation Project, inclusive).
 8. Exhibits to this Agreement:
 - a. bidVAULT Bid Worksheet.
 - b. Non-Collusion Affidavit.
 - c. Responsible Contractor Verification and Certification of Compliance Form.
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Maintenance Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

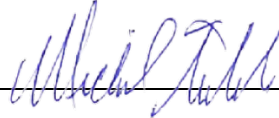
- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on April 7, 2025 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Lakeville	McNamara Contracting, Inc.
By: _____	By:  _____
Date: _____	Date: 03-27-2025
Name: _____	Name: Mike McNamara
Title: _____	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest:  _____
Title: _____	Title: Secretary
Address for giving notices:	Address for giving notices:
20195 Holyoke Avenue	16700 Chippendale Avenue
Lakeville, MN 55044	Rosemount, MN 55068
Designated Representative:	Designated Representative:
Name: _____	Name: Lucas Henry
Title: _____	Title: Project Manager
Address:	Address:
_____	16700 Chippendale Avenue
_____	Rosemount, MN 55068
_____	_____

March 26, 2025

Proposal QTB211800

Mr. Stephen Ferraro
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Proposal for Construction Materials Testing Services
2025 Street Reconstruction and Rehabilitation Project
City Improvements Project No. 25-02
Various Locations
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2025 Street Reconstruction and Rehabilitation Project in Lakeville, Minnesota.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Our Understanding of Project

Reconstruction Project Phase

We understand this project will incorporate a reconstruction phase on Hayes Avenue, 170th Street West, Harbor Court and in the Foxborough Park area. This phase will include full depth reclamation, new trail and roadway bituminous pavements, improvements to the water main and storm sewer utilities, and minor improvements to the sanitary sewer utilities. New concrete curb & gutter, sidewalk, and driveways will also be part of the reconstruction phase.

Rehabilitation Project Phase

We understand this project will also incorporate a rehabilitation phase on Glasgow Way, Glasgow Avenue, 175th Street, 177th Street, 178th Street, and Glacier Way near the Cedar Avenue and Dodd Boulevard intersection. This phase will include bituminous mill and overlay, new trail and roadway bituminous pavements, improvements to the storm sewer utilities, and minor improvements to the water main and sanitary sewer utilities. New concrete curb & gutter, sidewalk, and driveways will also be part of the rehabilitation phase.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by WSB and Associates, Inc., dated February 3, 2025.
- Project Addendum No. 1, prepared by WSB and Associates, Inc., dated February 21, 2025.
- Discussions with Stephen Ferraro with the City of Lakeville regarding testing rates and scope of services.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test stabilizing aggregate, full depth reclamation, and aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of these materials.
- Perform MnDOT full depth dynamic cone penetrometer (DCP) tests on full depth reclamation materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base materials.

Concrete Related Services

- Sample and test fresh concrete associated with general concrete placements for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes rice specific gravity, gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the in-place wet density of the fresh bituminous wear course with a nuclear density gauge to observe and document the contractor's roll pattern.
- Perform bituminous coring and core testing. We will provide a two-man crew to mark and cut cores at random locations on non-wear (base) bituminous paving. Results will be analyzed for compliance with the project documents. We will patch the core holes with hot mix bituminous.
- Sample and test bituminous seal coat aggregate material for compliance with the project documents. This task includes laboratory gradation testing of these materials.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

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

- We assume it will take seven trips to complete the nuclear density gauge testing on this project.

- We assume compaction testing on aggregate base and full depth reclamation materials will be performed using the appropriate Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with five trips assumed.
- We assume 30 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume bituminous paving will be completed in 17 days for this project.
- We assume City of Lakeville personnel will observe the test rolling of soils and full depth reclaim for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$48,481. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

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

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

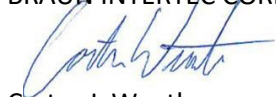
The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Agreement for Professional Engineering Services dated September 20, 2021.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carter Weathermon at 952.836.4148 (cweathermon@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

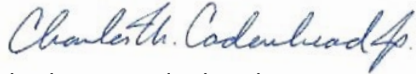
BRAUN INTERTEC CORPORATION



Carter J. Weathermon
CMT Field Technician III



Andrew M. Valerius
Associate Director, Senior Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB211800

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB211800

City of Lakeville - 2025 Street Recon/Rehabilitation 25-02

Client:

City of Lakeville
Stephen Ferraro
20195 Holyoke Ave
Lakeville, MN 55044
(952) 985-4400

Work Site Address:

Hayes Ave, 170th St W, Glacier Way, 175th St,
Glasgow Way, 177th St, and 178th St
Lakeville, MN 55044

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$7,793.00
126	Project Engineer	4.00	Hour	160.00	\$640.00
207	Compaction Testing - Nuclear	21.00	Hour	82.00	\$1,722.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utility Trench Backfill	7.00	Trips	3.00	21.00
1308	Nuclear moisture-density meter charge, per hour	21.00	Each	24.00	\$504.00
217	Compaction Testing - DCPs	15.00	Hour	82.00	\$1,230.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation/Aggregate Base	5.00	Trips	3.00	15.00
1318	Moisture Density Relationship (Proctor)	3.00	Each	185.00	\$555.00
1162	Sieve Analysis with 200 wash, per sample	10.00	Each	136.00	\$1,360.00
209	Sample pick-up	13.50	Hour	82.00	\$1,107.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proctor/Full Depth Reclaim Sample Pick-Up	9.00	Trips	1.50	13.50
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	150.00	\$150.00
1861	CMT Trip Charge	21.00	Each	25.00	\$525.00
Activity 1.2	Concrete Testing				\$12,525.00
261	Concrete Testing	90.00	Hour	82.00	\$7,380.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	10.00	Trips	3.00	30.00
	Sidewalk/Driveways	20.00	Trips	3.00	60.00
1364	Compressive strength of concrete cylinders, per specimen	90.00	Each	31.00	\$2,790.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	10.00	Sets	3.00	30.00
	Sidewalk/Driveways	20.00	Sets	3.00	60.00
278	Concrete Cylinder Pick up	15.00	Hour	82.00	\$1,230.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pick-Up	13.00	Trips	1.00	13.00
1861	CMT Trip Charge	45.00	Each	25.00	\$1,125.00
Activity 1.3	Pavement Testing				\$21,548.00
207	Compaction Testing - Nuclear	36.00	Hour	82.00	\$2,952.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roll Pattern/Sample Pick-Up - Wear Course	12.00	Trips	3.00	36.00
1308	Nuclear moisture-density meter charge, per hour	36.00	Each	24.00	\$864.00
209	Sample pick-up	9.00	Hour	82.00	\$738.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pick-Up - Non Wear Course	5.00	Trips	1.50	7.50
	Bituminous Seal Coat Aggregate Sample Pick-Up	1.00	Trips	1.50	1.50

Project Proposal

QTB211800

City of Lakeville - 2025 Street Recon/Rehabilitation 25-02

1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	1.00	Each	136.00	\$136.00
<i>Work Activity Detail</i>					
	<i>Bituminous Seal Coat Aggregate</i>	1.00	Each	1.00	
2689	MnDOT Bituminous Verification, per sample	17.00	Each	679.00	\$11,543.00
252	Bituminous Coring, Two Person Crew	20.00	Hour	185.00	\$3,700.00
<i>Work Activity Detail</i>					
	<i>Mark & Core Bituminous Pavement - Non Wear Course</i>	5.00	Trips	4.00	20.00
1542	Thickness and Density of Bituminous Core	20.00	Each	52.00	\$1,040.00
1861	CMT Trip Charge	23.00	Each	25.00	\$575.00
Activity 1.4	Project Management				\$6,615.00
226	Project Manager	30.00	Hour	160.00	\$4,800.00
228	Senior Project Manager	2.00	Hour	185.00	\$370.00
238	Project Assistant	15.00	Hour	82.00	\$1,230.00
130	Principal Engineer	1.00	Hour	215.00	\$215.00
				Phase 1 Total:	\$48,481.00

Proposal Total:	\$48,481.00
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

Resolution Adopting Assessments for City Improvement Project 25-02

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for City Project 25-02 within portions of Cherry View 2nd Addition, Cherrywood Heights, Creek View 2nd Addition, and Foxborough Addition.

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

1. Such proposed assessment in a total amount of \$564,768, copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included in the hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments shall be considered payable in equal annual principal installments over a period of five (5) years for assessment values up to \$2,500, ten (10) years for assessment values from \$2,501-5,000, fifteen (15) years for assessment values \$5,001-7,500, and twenty (20) years for assessment values over \$7,501 the first of the installments to be payable on or before the first Monday in January 2026. The assessments shall bear interest at the rate of 3.88% percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property may, prior to certification of the assessment to the county auditor, pay the whole or portion of the assessment on such property. No interest will be charged if the entire assessment is paid by November 15, 2025. No partial payments will be accepted after November 15, 2025. Payments made between November 16, 2025 and December 15, 2025 will include daily interest accrued from November 16 to the date of the payment. The first-year installment payments will be due with taxes payable 2026 and will include interest accrued from November 16, 2025 – December 31, 2026. The property owner may at any time pay the entire amount of the assessment remaining unpaid.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the Lakeville City Council this 7th day of April 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
RESOLUTION NO. 24-**

**Resolution Authorizing Funding and 2024 Budget Amendments and Transfers
2025 Street Reconstruction/Rehabilitation Project, City Project 25-02**

WHEREAS, 2025 Street Reconstruction/Rehabilitation, City project 25-02, is programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029).

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

The estimated project cost is \$6,076,544 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2025 budgets (if needed as the project is completed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding.

<u>Funding Sources</u>	<u>Total</u>
City of Lakeville (property taxes)	\$ 3,004,645
Special Assessments	564,768
Water Operating Fund	2,041,353
Sanitary Sewer Fund	82,367
Stormwater Infrastructure Fund	383,411
Total	\$ 6,076,544

ADOPTED by the Lakeville City Council this 7th day of April 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 4/7/2025

Public Hearing for Vacation of Drainage and Utility Easements and Spirit of Brandtjen Farm 25th Addition Preliminary Plat and PUD Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Spirit of Brandtjen Farm 25th Addition preliminary plat and PUD development stage plan, 2) an amendment to the Spirit of Brandtjen Farm planned unit Development and adopt the findings of fact, and 3) a resolution vacating public drainage and utility easements.

Overview

Tradition Development representatives are requesting approval of the Spirit of Brandtjen Farm (SBF) 25th Addition preliminary plat, which consists of seven detached townhome units on 0.9 acres located north of 170th Street and west of Draft Horse Boulevard. This is the last residential development phase of the SBF PUD approved by the City Council on June 20, 2005. The detached townhomes are proposed in an area originally anticipated for neighborhood commercial uses; as that has not occurred, the Developer has proposed the detached townhomes as a transition from the Farmstead Preservation Area to the single family homes on the east side of Draft Horse Boulevard and the requested PUD amendment is to allow townhomes in this area. In conjunction with the preliminary plat, a public hearing for the vacation of public drainage and utility easements within the parent parcels is required. The easements being vacated will be replaced with permanent public drainage and utility easements on the SBF 25th Addition final plat.

The Planning Commission held a public hearing on the preliminary plat, PUD development stage plans, and an amendment to the Spirit of Brandtjen Farm planned unit development at their March 20, 2025 meeting. There was no public comment. The developer also hosted a neighborhood meeting on March 11, 2025, with approximately 40 attendees. The preliminary plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff.

Supporting Information

1. Preliminary Plat and Vacation Resolutions
2. Ordinance amending Spirit of Brandtjen Farm PUD & Findings of Fact
3. March 20, 2025 draft Planning Commission minutes
4. March 13, 2025 Planning and Engineering reports
5. Exhibits

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jensen, Planning Manager

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF SPIRIT OF BRANDTJEN FARM 25TH ADDITION**

WHEREAS, Tradition Development has requested approval of the preliminary plat of seven townhome lots to be known as **SPIRIT OF BRANDTJEN FARM 25TH ADDITION**; legally described as:

Lot 2, Block 1, Spirit of Brandtjen Farm Office Addition; and
Lot 1, Block 21, Spirit of Brandtjen Farm

WHEREAS, the Planning Commission held a public hearing on the application at its March 20, 2025 meeting, preceded by published and mailed notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements and is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **SPIRIT OF BRANDTJEN FARM 25TH ADDITION** preliminary plat is hereby approved subject to the following conditions:

1. The site plan and preliminary plat shall comply with the following setback requirements:

Detached Townhomes			
	170 th Street		50ft.
	Draft Horse Boulevard	Building	15ft.
		Garage Door	NA
	Side-Corner	Building	15ft.
	Rear	Building	NA
		Garage Door	25ft.
	Between Buildings		15ft.
Lot 1, Block 2			None
Off-Street Parking			
	Public Right-of-Way		15ft.

2. Construction plans for a parking lane on Draft Horse Boulevard shall be subject to review of the City Engineer.
3. All private drive and off-street parking section designs and construction plans shall be subject to review and approval of the City Engineer.
4. A parking zone limiting of the parking spaces on Draft Horse Boulevard to 20 minutes shall be established by City Council resolution at the time of final plat approval.
5. Public access easements shall be dedicated over the sidewalks within Lot 8, Block 1, Outlot A, and Outlot B.
6. The landscape plan shall be to be subject to review and approval of the City Forester.
8. The preliminary plat shall be revised to provide for dedication of drainage and utility easements at the perimeter of Lot 1, Block 2; all drainage and utility easements are subject to review and approval of the City Engineer.
9. All grading, drainage, and erosion control plans shall be subject to review and approval by the City Engineer.
10. All utility plans are subject to review and approval by the City Engineer.
11. Outlot A shall be deeded to the Spirit of Brandtjen Farm 25th Addition sub-homeowner's association for ownership and maintenance.
12. Park dedication requirements shall be satisfied as a cash fee in lieu of land as provided for by the SBF Master Development Agreement at the time of final plat approval, if required.
13. Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the SBF Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1 and Outlot A shall be subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.
14. The developer shall execute a development contract with the City as drafted by City Attorney and subject to approval of the City Council concurrent with final plat approval.

ADOPTED by the Lakeville City Council this 7th day of April, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

(Reserved for Dakota County Recording Information)

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 lying over, under, and across the following parcels are hereby vacated:

Lot 2, Block 1, Spirit of Brandtjen Farm Office Addition; and
Lot 1, Block 21, Spirit of Brandtjen Farm

2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

DATED this 7th day of **April 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 7th day of April **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

ORDINANCE NO. : ____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR
THE SPIRIT OF BRANDTJEN FARM**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 5.H of Ordinance 787 (SBF PUD District - Allowed Uses) is hereby amended to read as follows:

- H. **Farmstead Preservation Area District.** All permitted uses, permitted accessory uses, conditional uses, interim uses and uses allowed by administrative permit within the O-R District shall be allowed within this sub-district subject to approval of a Development Stage Plan in accordance with Section 11-96-13 of the Zoning Ordinance, and:
1. Bagel, bakery, candy, coffee, delicatessen, ice cream, popcorn, nuts, frozen desserts, pastries, sandwich, soup and beverage sales.
 2. Bed and breakfast facilities subject to Section 33 of the Zoning Ordinance.
 3. Architecturally themed mini-storage/condominium garage units.
 4. Public, quasi-public or private parks, trails, playgrounds and directly related buildings and structures, recreational buildings and neighborhood or community centers.
 5. Spirit of Brandtjen Farm related real estate offices, information centers and construction vendor showroom/sales facilities.
 6. Restaurant (general), delivery and/or takeout food.
 7. Service Business (on-site).
 8. Townhomes, detached only.

Section 2. This Ordinance shall be effective upon its passage and publication.

ADOPTED by the Lakeville City Council this 7th day of April, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

SPRIT OF BRANDTJEN FARM

**PUD DISTRICT AMENDMENT
FINDINGS OF FACT AND DECISION**

On 14 April 2025, the Lakeville City Council met at its regularly scheduled meeting to consider the application of SBF Development Corporation for PUD, Planned Unit Development District amendment to allow detached townhomes within the Farmstead Preservation Area.

FINDINGS OF FACT

1. The City Council adopted Ordinance 787 establishing a PUD, Planned Unit Development District on 20 June 2025 for the Spirit of Brandtjen Farm.
2. Section 4 of the Spirit of Brandtjen Farm PUD, Planned Unit Development District Ordinance establishes land use sub-districts within the PUD District.
3. Section 5 of the Spirit of Brandtjen Farm PUD, Planned Unit Development District Ordinance establishes allowed uses within the PUD District by sub-district.
4. The applicant is proposing to amend the Spirit of Brandtjen Farm PUD, Planned Unit Development District Ordinance to allow detached townhome dwellings as an allowed use within the Farmstead Preservation Area.
5. Section 11-3-3.E of the Zoning Ordinance provides that the City Council shall consider possible effects of the proposed amendment with its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The 2040 Lakeville Comprehensive Plan adopts the SBF Master Land Use Plan (Page 3.4 of the SBF PUD Booklet) including the designation of the Farmstead Preservation Area. The Farmstead Preservation Area was a focus in the planning for Spirit of Brandtjen Farm to reflect the history of the property and provide character for the overall development that was to occur under the provisions of the PUD District.

Section 8 of the SBF PUD Booklet documents the history of the Brandtjen Farm and provides guidance for planned restoration of the remaining buildings within designated Farmstead Preservation Area and additional development to be allowed to occur within the area. Development of detached townhomes was indicated for future development on the concept plan for the Farmstead Preservation Area included on page 8.3 of the SBF PUD Booklet. Inclusion of detached townhomes within the Farmstead Preservation Area is consistent with the SBF Land Use Plan and 2040 Comprehensive Plan.

b. The proposed use is or will be compatible with present and future land uses of the area.

Finding: The table below summarizes land uses surrounding the subject property. The proposed subdivision of nine lots for commercial uses and outlots for future high density residential development will be compatible with existing and planned land use in the area of the subject property.

Direction	Land Use Plan	Zoning Map	Existing Use
North	Commercial HDR	PUD District	Crossroads
East	MDR	RM-3 District	Row townhouses
South	Public/Quasi Public HDR	POS District PUD District	Metro Transit Park/Ride Edison at Avonlea
West	Public/Quasi Public	POS District	Central Maintenance Facility

c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

Finding: Development of detached townhomes will require approval of a PUD Development Stage Plan prior to construction to provide for compliance with the requirements of the Spirit of Brandtjen Farm PUD, Planned Unit Development District.

d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: Spirit of Brandtjen Farm the Municipal Urban Service Area and development within the subdivision can be accommodated within the City's existing public service capacity.

e. Traffic generated by the proposed use is within capabilities of streets serving the property.

Finding: Spirit of Brandtjen Farm is accessed from 160th Street (CSAH 42), Pilot Knob Road (CSAH 31), 170th Street, as well as future Diamond Path. These roadways have functional classification designations and capacity to accommodate the planned buildout of the Spirit of Brandtjen Farm.

5. The Planning Commission conducted a public hearing at their meeting on 2025 regarding the application preceded by published and mailed notice; the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak; the public hearing was closed and the Planning Commission voted to recommend the City Council approve the application.
6. The report dated 13 March 2025 prepared by The Planning Company LLC (TPC) on behalf of the City is incorporated herein.

DECISION

The City Council hereby approves an Ordinance amending the PUD, Planned Unit Development District for the Spirit of Brandtjen Farm allowing for detached townhomes as an allowed use within the Farmstead Preservation Area based upon the foregoing information, findings, and conditioned upon compliance with the planning report prepared by TPC dated 25 February 2025.

ADOPTED by the Lakeville City Council this 7th day of April, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
March 20, 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, Vice Chair Christine Zimmer, Scott Einck, Pat Kaluza, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson.

Members Absent: 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 March 6, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated if the agenda items are not tabled they will move forward to the April 7 City Council meeting.

5. Spirit of Brandtjen Farm 25th Addition

Chair Majorowicz opened the public hearing to consider the applications of Tradition Development for a preliminary plat, PUD Development Stage Plan, and an amendment to the Spirit of Brandtjen Farm planned unit development located north of 170th Street and west of Draft Horse Boulevard.

Pat Wrase from Tradition Development introduced the project. He stated it is the last outlot of developable land in the Spirit of Brandtjen Farm development.

Ms. Jenson presented the staff report.

Chair Majorowicz opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:09 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission.

- Commissioner Traffas requested clarification on the 20 minute parking zone. Ms. Jenson stated there is a pull-off area for deliveries, and they don't expect there to be problems with this.
- Commissioner Swenson asked for clarification regarding this being the final plat and he expressed his pleasure with this successful development.
- Commissioner Kaluza expressed his agreement with the success of this development.

Motion was made by Swenson, seconded by Einck to recommend to City Council approval of the Spirit of Brandtjen Farm 25th Addition preliminary plat, PUD development stage plan, and amendment to the Spirit of Brandtjen Farm planned unit development subject to the 13 stipulations listed below:

1. The site plan and preliminary plat shall comply with the following setback requirements:

Detached Townhomes		
170 th Street		50ft.
Draft Horse Boulevard	Building	15ft.
	Garage Door	NA
Side-Corner	Building	15ft.
Rear	Building	NA
	Garage Door	25ft.
Between Buildings		15ft.
Lot 1, Block 2		None
Off-Street Parking		
Public Right-of-Way		15ft.

2. Construction plans for a parking lane on Draft Horse Boulevard shall be subject to review of the City Engineer.
3. All private drive and off-street parking section designs and construction plans shall be subject to review and approval of the City Engineer.
4. A parking zone limiting of the parking spaces on Draft Horse Boulevard to 20 minutes shall be established by City council resolution at the time of final plat approval.
5. Public access easements shall be dedicated over the sidewalks within Lot 8, Block 1, Outlot A, and Outlot B.
6. The landscape plan shall be to be subject to review and approval of the City Forester.
7. The preliminary plat shall be revised to provide for dedication of drainage and utility easements at the perimeter of Lot 1, Block 2; all drainage and utility easements are subject to review and approval of the City Engineer.

8. All grading, drainage, and erosion control plans shall be subject to review and approval by the City Engineer.
9. All utility plans are subject to review and approval by the City Engineer.
10. Outlot A shall be deeded to the Spirit of Brandtjen Farm 25th Addition sub-homeowner's association for ownership and maintenance
11. Park dedication requirements shall be satisfied as a cash fee in lieu of land as provided for by the SBF master Development Agreement at the time of final plat approval, if required.
12. Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the SBF Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1 and Outlot A shall be subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.
13. The developer shall execute a development contract with the City as drafted by City Attorney and subject to approval of the City Council concurrent with final plat approval.

Ayes: Tinsley, Kaluza, Majorowicz, Zimmer, Einck, Swenson, Traffas

Nays: 0

6. Lord of Life Townhomes

Chair Majorowicz opened the public hearing to consider the applications of Frisbie Properties, LLC/Lord of Life Townhomes for a preliminary plat for 24 twin home lots and one common area lot to be known as Lord of Life Townhomes, a variance for cul-de-sac street length, and vacation and re-dedication of certain public drainage and utility easements. The parcel to be developed is located east of Dodd Lane and south of Lord of Life Church, located at 16200 Dodd Lane.

Matt Frisbie introduced the project.

Senior Planner Heather Botten presented the staff report.

Chair Majorowicz opened the hearing to the public for comment.

There was no public comment.

Motion was made by Zimmer, seconded by Swenson to close the public hearing at 6:19 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission.

- Commissioner Zimmer asked if there were any areas of water. Mr. Frisbie stated that wet land delineation was completed. There are some lowlands which will be addressed with grading but no identified wetlands.



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

PLANNING REPORT

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 13 March 2025

RE: Lakeville – Spirit of Brandtjen Farm; 25th Addition

TPC FILE: 135.01

BACKGROUND

Tradition Development (d/b/a SBF Development Corporation) has submitted plans to develop seven detached townhomes along the west side of Draft Horse Boulevard and north of 170th Street within the Farmstead Preservation Area of Spirit of Brandtjen Farm. The subject property includes Lot 2, Block 1, Spirit of Brandtjen Farm Office Addition that is developed with the Tradition Development real estate office and Outlot B, Spirit of Brandtjen Farm, which encompasses the original outdoor horse ring.

The proposed development requires consideration of applications for a PUD Ordinance amendment, PUD Development Stage Plan, Preliminary Plat, and vacation of drainage and utility easements. A public hearing to consider the application was been noticed for the Planning Commission meeting on 6 March 2025. The public hearing was tabled to the Planning Commission on 20 March 2025 to allow the developer to host a neighborhood meeting on 11 March 2025.

Exhibits:

- A. Site Location Map
- B. SBF Master Land Use Plan (SBF Booklet p. 3.4)
- C. SBF Sample Master Site Plan (SBF Booklet p 3.5)
- D. SBF Farmstead Preservation Area Concept Plan (SBF Booklet p. 8.3)
- E. Existing Conditions
- F. Site Plan
- G. Demolition Plan
- H. Preliminary Plat
- I. Erosion and Sediment Control Plan
- J. Grading and Drainage Plan
- K. Landscape Plans (2 pages)

ANALYSIS

SBF Planning and Development. Tradition Development received City Council approval of a PUD, Planned Unit Development District on 30 June 2005 for development of 548 acres as the Spirit of Brandtjen Farm. The approval of the PUD District established zoning entitlements for a mix of commercial businesses; residential dwellings including single family, detached townhomes, two-family, townhouse, and multiple family dwellings; and public and private open spaces that Tradition Development has proceeded with constructing over the last 20 years.

The PUD District approval was the outcome of a more than two year planning process led by Tradition Development to work with the Planning Commission to create development standards unique to Spirit of Brandtjen Farm. These standards outlined in the SBF PUD Booklet dated 30 June 2005 adopted concurrent with the rezoning amendment, including the allowed mix of uses within the development, lot requirements and setbacks, design standards for streets and private drives, pedestrian accessibility, and preservation of open space that is to be either public or publicly accessible and privately maintained. The planning process also involved extensive study of the proposed development related to potential for environmental impacts, as well as transportation studies and utility planning to ensure that adequate infrastructure would be in-place at full-build out.

Each addition to Spirit of Brandtjen Farm is implemented through consistency with the PUD District set forth by the ordinance adopted by the City Council and the SBF PUD Booklet. The PUD District ordinance and SBF PUD Booklet provide direction to the developer, public, and City officials as to consideration of development within Spirit of Brandtjen Farm. Several key principles are integral to the PUD District and SBF PUD Booklet:

- Spirit of Brandtjen Farm is to include a mix of commercial, residential dwellings, private recreation amenities, and public or publicly accessible open space.
- The development is allowed to include up to 2,109 dwelling units.
- The developer is given the flexibility to transfer density within the planned residential areas of Spirit of Brandtjen Farm up to the limit of 2,1019 dwelling units.
- Because of the timeframe involved in developing the area included in the PUD District, the developer is to be given flexibility through amendments to the PUD District or through PUD Development Stage Plan approvals to address changes in market preferences and trends.

SBF Land Use Plan. The SBF Master Land Use Plan (Page 3.4 of the SBF PUD Booklet) designates the subject property a Farmstead Preservation Area. The Farmstead Preservation Area was a focus in the planning for Spirit of Brandtjen Farm to reflect the history of the property and provide character for the overall development that was to occur under the provisions of the PUD District. Section 8 of the SBF PUD Booklet documents the history of the Brandtjen Farm and provides guidance for planned restoration of the remaining buildings within designated Farmstead Preservation Area and additional development to be allowed to occur within the area.

The central element of the Farmstead Preservation Area is the dairy barn that has been converted to a private neighborhood recreation building and outdoor pool. The Brandtjen residence demolished as the structure was not suitable for reuse, but was reconstructed for commercial uses with exterior design

almost exactly matching with that of the original structure. The horse barn is the third remaining element of the original Brandtjen farmstead that was repurposed for office uses and expanded to the east in 2018 that is currently occupied as a real estate office.

The area of the subject property to be developed with the proposed detached townhomes was indicated for future development on the concept plan for the Farmstead Preservation Area included on page 8.3 of the SBF PUD Booklet. This area was envisioned to be an opportunity for both indoor and outdoor commercial event space. Development of the proposed detached townhomes facing Draft Horse Boulevard will better define the commercial and community space uses within Farmstead Preservation Area to the single-family dwellings to the east.

Zoning. The subject property is zoned PUD, Planned Unit Development District. The PUD District ordinance specifies that the allowed uses within the Farmstead Preservation Area as those use allowed within the O-R, Office Residential District, and:

1. Bagel, bakery, candy, coffee, delicatessen, ice cream, popcorn, nuts, frozen desserts, pastries, sandwich, soup and beverage sales.
2. Bed and breakfast facilities subject to Section 33 of the Zoning Ordinance.
3. Architecturally themed mini-storage/condominium garage units.
4. Public, quasi-public or private parks, trails, playgrounds and directly related buildings and structures, recreational buildings and neighborhood or community centers.
5. Spirit of Brandtjen Farm related real estate offices, information centers and construction vendor showroom/sales facilities.
6. Restaurant (general), delivery and/or takeout food.
7. Service Business (on-site).

The intent of the allowed uses within the Farmstead Preservation Area was to provide for uses that would service and be complementary of the overall Spirit of Brandtjen Farm neighborhood as well as create opportunity for unique destination type businesses that could be patronized by the larger Lakeville community. The proposed development of detached townhouses within the subject property requires consideration of an amendment to the PUD District to allow for detached townhouse dwellings within the Farmstead Preservation Area as an expansion of the multiple family residential uses already allowed by the PUD District.

The history of the Brandtjen Farm included several small cabin-like structures west of the farmhouse that were occupied by farm laborers. During the planning for Spirit of Brandtjen Farm, it was discussed that construction of similar structures could allow for small offices, hobby spaces, etc. The form and scale of the proposed detached townhouses, especially as a single story, could be considered representative of the past farm laborer dwellings. Development of the proposed residential uses in this manner is appropriate given goals for the Farmstead Preservation Area. The proposed residential dwellings also for a desirable land use transition from the Farmstead Preservation Area across Draft Horse Boulevard to the east.

Building Plans. The developer intends that the detached townhouses will be of the same or similar design as the buildings constructed within Spirit of Brandtjen Farm 21st to 23rd Additions located east of Eagleview Drive and 162nd Street for Planning Commission consideration with the submitted plans. The representative structures are characteristic of the high quality single family architecture within Spirit of Brandtjen and in harmony with the single family dwellings to the east and other structures within the Farmstead Preservation Area.

Lot Area. Development of detached townhomes within Spirit of Brandtjen Farm is to provide a minimum of 5,000 square feet of lot area per dwelling unit in accordance with the requirements of the RST-2, Single and Two Family District. The area of the seven unit lots and one base lot for the detached townhomes is 0.912 acres (39,726.72 square feet) or 5,675.24 square feet for each dwelling unit. The area to be developed for the proposed detached townhouses complies with the minimum lot area requirements of the SBF PUD Booklet.

There is no minimum lot requirement established for non-residential uses within the Farmstead Preservation Area by the SBF PUD District. As such, there is no issue with replating of Lot 2, Block 1 Spirit of Brandtjen Farm Addition, which reduces the lot area of the real estate office to allow for development of the proposed detached townhouses.

Setbacks. The table below indicates the required setbacks for the proposed detached townhouse buildings as established by the table on page 7.1 of the SBF PUD Booklet:

		Required	Proposed
170 th Street		50ft.	50ft.
Draft Horse Boulevard	Building	20ft.	15ft.
	Garage Door	25ft.	NA
Side-Corner	Building	15ft.	15ft.
Rear	Building	20ft.	NA
	Garage Door	25ft.	25ft.
Between Bldgs.		20ft.	15ft.

The proposed preliminary plat and site plan propose a minimum 15 foot setback for the detached townhomes from Draft Horse Boulevard. The same reduced front yard setback along 162nd Street was approved for Spirit of Brandtjen Farms 21st through 23rd Additions. The reduced setback provides a more building forward streetscape and reflects the side yard being indented the primary open space for each dwelling within the site plan. The proposed 15 foot setback to Draft Horse Boulevard is acceptable within the intent of the site plan and architecture of the proposed detached townhouses.

The SBF PUD Booklet specifies a minimum 20 foot setback between the detached and row townhouse buildings, whereas the preliminary plat provides only 15 feet between the detached townhouse buildings. The City amended the Zoning Ordinance subsequent to approval of Spirit of Brandtjen Farm to require a 14-foot setback between detached townhomes within the RST-2 District making the proposed 15 foot setback between detached townhouse buildings for SBF 25th Addition appropriate.

Access. The subject property abuts 170th Street and Draft Horse Boulevard. The preliminary plat does not include dedication of right-of-way or construction of new streets. Access to the proposed detached townhouse dwellings is to be provided for with construction of private drives and off-street parking areas

within Outlot A and B of the preliminary plat. These private drives and off-street parking areas will also serve the horse barn and real estate office buildings.

Public Street. The only modification to public streets is construction of a parking lane for two vehicles on the west side of Draft Horse Boulevard. Plans for construction of the parking lane is to be subject to review and approval of the City Engineer. City staff recommends that a 20 minute parking zone be established for the two spaces to limit use to deliveries and drop offs. Section 6-1-1-1 of the City Code provides for establishment of parking zones by City Council resolution. A resolution establishing the proposed parking zone will be considered concurrently with an application for final plat.

Private Drive/Off-Street Parking. The private drive accessing the proposed detached townhouse dwellings is encompassed within Outlot A and connected to the existing private drive to the north of the subject property at an existing stub. The proposed private drive is to be 24 feet in width to allow for two way traffic with an additional eight feet to the west side to allow for parking spaces with concrete curb and gutter. The seven off-street parking spaces along the private drive satisfy the guest parking requirements for the proposed detached townhouses.

The off-street parking area within Outlot B is accessed from Brandtjen Farm Drive on the west and connected to the proposed private drive within Outlot A to the east. The site plan illustrates the ability to construct a total of 78 parking spaces within Outlot B, with 28 spaces planned for future construction if needed. The existing uses within the Farmstead Preservation Area are required to provide 106 off-street parking spaces. There are 65 existing off-street parking spaces within the off-street parking area and will be 115 spaces with construction of the initial spaces proposed within Outlot B. The supply of off-street parking for the non-residential uses within the Farmstead Preservation Area complies with the requirements of the Zoning Ordinance.

The off-street parking area is setback a minimum of 20 feet from public rights-of-way. The dimensions of the off-street parking area is designed with parking stalls that are nine feet wide by 20 feet deep and accessed by drive aisles that are a minimum of 24 feet in width. The off-street parking area is surrounded by perimeter concrete curb. The location and dimensions of the off-street parking area complies with the requirements of the Zoning Ordinance.

All private drive and off-street parking section designs are to be subject to review and approval of the City Engineer

Sidewalks/Trails. There is an existing five-foot wide sidewalk abutting the subject site Brandtjen Farm Drive and Draft Horse Boulevard and a 10-foot wide trail along 170th Street. There is also a five-foot wide sidewalk along the north line of the subject property adjacent to the off-street parking area and private drive to the north. The site plan includes construction of a five-foot wide concrete sidewalk between Lots 4 and 5, Block 1 connecting Draft Horse Boulevard and the private drive within Outlot A and a sidewalk between the private drive within Outlot A to the sidewalk east of the riding arena building connected to the off-street parking area within Outlot B. These sidewalks must be overlaid by easement to allow public access as part of the overall pedestrian system within Spirit of Brandtjen Farm.

Landscaping. A landscape plan has been submitted for the proposed development. There are existing trees in the median of Draft Horse Boulevard and the east boulevard of the street adjacent to the single family homes to the east. The landscape plan provides for planting of additional street trees in the west boulevard of Draft Horse Boulevard and a landscape buffer yards abutting 170th Street consistent with

previous phases of SBF. There is also a row of shade trees along the west side of the private drive separating the real estate office and proposed detached townhomes. The landscape plan is to be subject to review and approval of the City Forester.

Easements. Existing drainage and utility easements dedicated over the subject property with the Spirit of Brandtjen Farm or Spirit of Brandtjen Farm Office Addition final plats are to be vacated with the current subdivision application as they will no longer serve a public purpose upon approval of a final plat for the proposed development. The City Council will hold a public hearing to consider vacation of the existing drainage and utility easements concurrent with review of the proposed development.

Section 10-4-4 of the Subdivision Ordinance requires 10-foot wide drainage and utility easements at the perimeter of all lots within the preliminary plat. Lot 8, Block 1, which is the detached townhouse base lot, is overlaid entirely by drainage and utility easement. The preliminary plat must be revised to designate perimeter drainage and utility easements at the perimeter of Lot 1, Block 2 as required by the Subdivision Ordinance. A drainage and utility easement is shown along a portion of the north line and the west line of Outlot B. Drainage and utility easements are also required over any inground utilities or stormwater management areas.

All drainage and utility easements are subject to review and approval of the City Engineer.

Park Dedication. Land within Spirit of Brandtjen Farm to be acquired by the City as public parks or open space or retained by the Spirit of Brandtjen Farm as either private or publicly accessible, privately maintained open space is designated on the SBF Master Land Use Plan. The SBF PUD Booklet does not identify acquisition of public open space or development of additional private or publicly accessible, privately maintained open space within the Farmstead Preservation Area. As such, the preliminary plat does not include dedication of land to the City for public parks. Park dedication requirements will be determined at the time of final plat approval, and if required, and satisfied by payment of the specific cash fee in lieu of land established by the provisions of the SBF Master PUD Agreement.

Storm Water Management. The submitted plans include grading, drainage, and erosion control plans. All grading plans are subject to review and approval by the City Engineer.

Utilities. The subject site is included within the current MUSA. Plans have been submitted for connection of sanitary sewer and water utilities to serve the proposed detached townhouses. All utility plans are subject to review and approval of the City Engineer.

Outlots. The preliminary plat includes two outlots encompassing the proposed private drive and off-street parking area with the proposed ownership of each outlot identified below. Ingress and egress easements will be required to be established over the outlots to allow for access and circulation.

Outlots	Purpose	Ownership
A	Private drive	SBF 25 th Add. sub-HOA
B	Off-Street Parking	Developer

Homeowners Association. Documents including Spirit of Brandtjen Farm 25th Addition as part of the Spirit of Brandtjen Farm Master Homeowners Association are required. A separate homeowners association must also be established for ownership and maintenance of Lots 1-8, Block 1 and Outlot A within the

preliminary plat. All homeowners association documents are subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.

Development Contract. The Subdivision Ordinance requires the developer to provide construction and warranty securities for the public improvements within the final plat that are to be outlined within a development contract. The development contract will also memorialize the PUD Development Stage Plan approvals. The development contract will be drafted by the City Attorney and is to be executed by the applicant prior to City Council consideration of the final plat.

Neighborhood Meeting. The developer hosted a neighborhood meeting on 11 March 2025 at the Spirit of Brandtjen Farm barn to provide information and answer questions about the proposed development. There were approximately 40 residents of Spirit of Brandtjen Farm present along with Tradition Development and City representatives. Residents' questions included how the proposed dwellings would be incorporated into the SBF Master Association; traffic and access; site design, architecture and setbacks; and the start, duration, and construction hours. Tradition Development addressed questions as to why they are proposing townhomes versus additional recreation amenities or open space, noting that what is proposed is much less intensive than what can be allowed under the PUD District and SBF PUD Booklet. City staff addressed the history of planning for Spirit of Brandtjen Farm, including responding to questions about traffic impacts from the proposed development to Draft Horse Boulevard.

RECOMMENDATION

The proposed Spirit of Brandtjen Farms 25th Addition is consistent with the PUD District, SBF Master Land Use Plan, and Farmstead Preservation Area guidelines. The proposed preliminary plat also complies with the Subdivision Ordinance. Our office and City staff recommend approval of the requested applications, subject to the following stipulations:

1. The site plan and preliminary plat shall comply with the following setback requirements:

Detached Townhomes		
	170 th Street	50ft.
	Draft Horse Boulevard	Building 15ft.
		Garage Door NA
	Side-Corner	Building 15ft.
	Rear	Building NA
		Garage Door 25ft.
	Between Buildings	15ft.
	Lot 1, Block 2	None
	Off-Street Parking	
	Public Right-of-Way	15ft.

2. Construction plans for a parking lane on Draft Horse Boulevard shall be subject to review of the City Engineer.
3. All private drive and off-street parking section designs and construction plans shall be subject to review and approval of the City Engineer.

4. A parking zone limiting of the parking spaces on Draft Horse Boulevard to 20 minutes shall be established by City Council resolution at the time of final plat approval.
 5. Public access easements shall be dedicated over the sidewalks within Lot 8, Block 1, Outlot A, and Outlot B.
 6. The landscape plan shall be to be subject to review and approval of the City Forester.
 8. The preliminary plat shall be revised to provide for dedication of drainage and utility easements at the perimeter of Lot 1, Block 2; all drainage and utility easements are subject to review and approval of the City Engineer.
 9. All grading, drainage, and erosion control plans shall be subject to review and approval by the City Engineer.
 10. All utility plans are subject to review and approval by the City Engineer.
 11. Outlot A shall be deeded to the Spirit of Brandtjen Farm 25th Addition sub-homeowner's association for ownership and maintenance.
 12. Park dedication requirements shall be satisfied as a cash fee in lieu of land as provided for by the SBF Master Development Agreement at the time of final plat approval, if required.
 13. Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the SBF Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1 and Outlot A shall be subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.
 14. The developer shall execute a development contract with the City as drafted by City Attorney and subject to approval of the City Council concurrent with final plat approval.
- c. Justin Miller, City Administrator
Zach Johnson, City Engineer
Joe Masiarchin, Parks and Recreation Director
Andrea McDowell Poehler, City Attorney



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: March 13, 2025
Subject: Spirit of Brandtjen Farm 25th Addition

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Tree Preservation Review
- Preliminary Utility Plan Review

BACKGROUND

Tradition Development has submitted a preliminary plat application for a development to be known as Spirit of Brandtjen Farm 25th Addition. The proposed subdivision is located north of and adjacent to 170th Street, west of and adjacent to Draft Horse Boulevard, south of, east of and adjacent to Brandtjen Drive. The parent parcel consists of two platted lots (PID No. 227130021010 and 227136001020) zoned PUD, Planned Unit Development District.

The preliminary plat consists of seven (7) townhome lots, one (1) common area lot, one (1) office space lot, and two (2) outlots on 2.44 acres.

The outlots created with the preliminary plat shall have the following use:

- Outlot A: Private Driveway; to be retained by the developer (0.27 acres)
- Outlot B: Parking Lot; to be retained by the developer (0.94 acres)

The proposed development will be completed by:

Developer:	Tradition Development
Engineer/Surveyor:	James R. Hill, Inc.

SITE CONDITIONS

The Spirit of Brandtjen Farm 25th Addition site consists of an existing office building, gravel parking lot, and community garden constructed as part of the Planned Urban Development of Spirit of Brandtjen Farm Addition and Spirit of Brandtjen Farm Office Addition. The south end of the site generally drains north to south and the north end of the site generally drains south to north. There is a property access on the west end and north end of the site.

EASEMENTS

The existing drainage and utility easements on the parent parcels will be vacated in conjunction with the preliminary plat and reestablished with the final plat.

Prior to recording of the final plat:

- Outlot A and Outlot B shall be removed and shown as lots and blocks.

STREET AND SUBDIVISION LAYOUT

Private Drives

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of a privately owned and maintained roadway providing access to townhome lots. The Developer is dedicating a drainage and utility easement over the private roadway. The City shall not be responsible for any repairs (including cost) to the private roadway due to maintenance within the easement area.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Brandtjen Farm Drive.

PARKS, TRAILS, AND SIDEWALKS

The Park Dedication requirement has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

UTILITIES

SANITARY SEWER

Spirit of Brandtjen Farm 25th Addition is located within subdistricts NC-20070 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through sanitary sewer to the northern trunk monitored by meter M643A and continue to the Empire plant.

Spirit of Brandtjen Farm 25th Addition includes the extension of privately owned and maintained sanitary sewer. 8-inch sanitary sewer will be constructed within the development and connect to the existing sanitary sewer stub at Draft Horse Boulevard.

The Sanitary Sewer Availability Charge has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

WATERMAIN

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of privately owned and maintained watermain. 8-inch watermain will be constructed within the development and connect to the existing watermain stub at Brandtjen Farm Drive.

DRAINAGE AND GRADING

Spirit of Brandtjen Farm 25th Addition is located within subdistrict NCL 80a-11P of the North Creek stormwater district, as identified in the City's Water Resources Management Plan.

Development of Spirit of Brandtjen Farm 25th Addition utilizes an existing stormwater management basin network constructed with previous additions of Spirit of Brandtjen Farm to collect and treat the stormwater runoff generated from the site. The stormwater management design is consistent with City ordinance requirements.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Spirit of Brandtjen Farm 25th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of privately owned and maintained storm sewer systems. Private storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the private lots to the stormwater management basin system located within previous Spirit of Brandtjen Farm Additions.

Draintile construction is required in areas of non-granular soils within Spirit of Brandtjen Farm 25th Addition for the street sub-cuts and lots. Any additional draintile construction, including

perimeter daintile 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 been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Marketplace at Cedar is shown on the Flood Insurance Rate Map (Map No. 27037C0208E; 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 within the Spirit of Brandtjen Farm 25th Addition preliminary plat.

TREE PRESERVATION

Trees are identified in the removal plan at Spirit of Brandtjen Farm 25th Addition. The trees shall be identified in accordance with City Ordinance tree preservation requirement prior to recording of the final plat.

All "save" trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

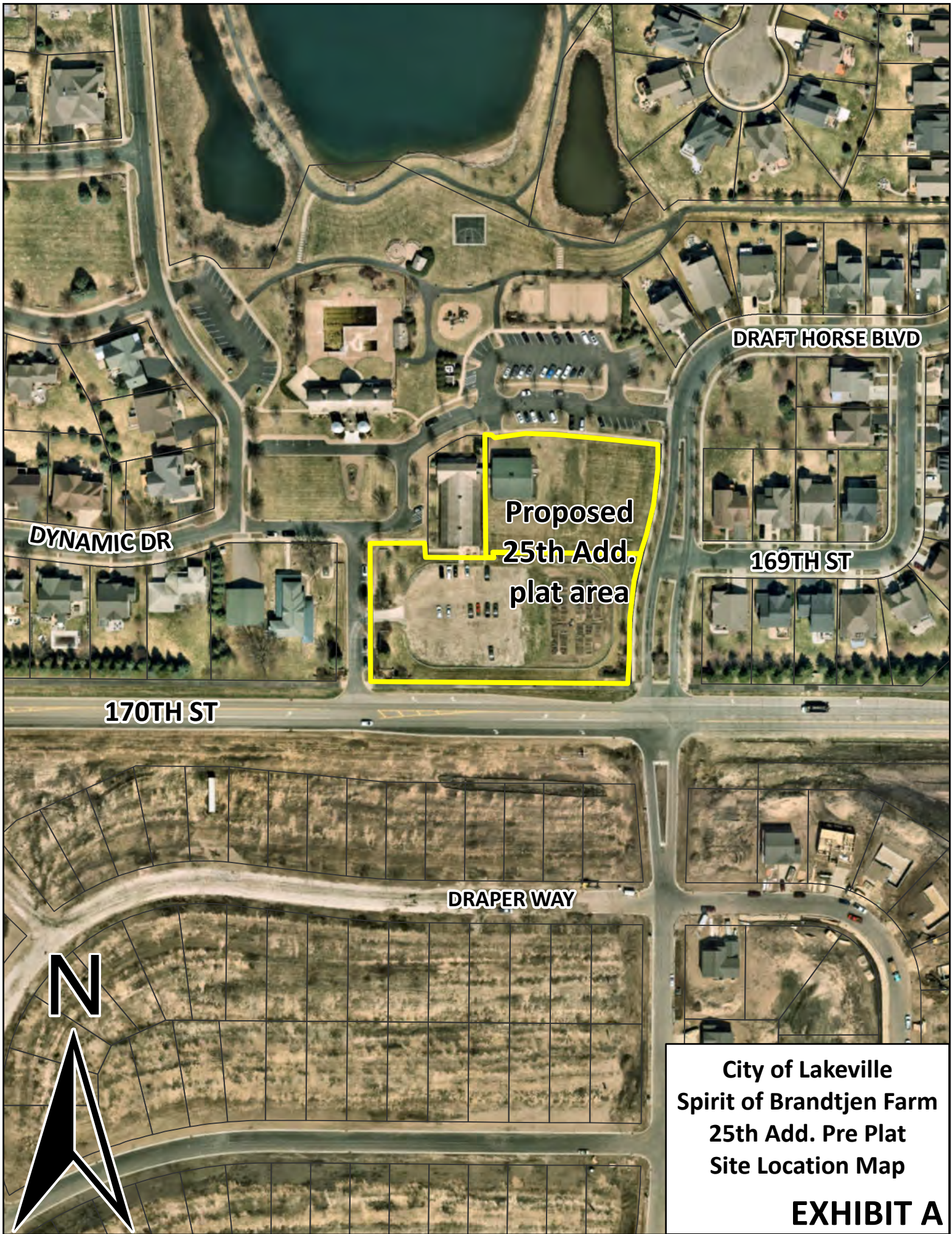
EROSION CONTROL

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. Changes made throughout construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

RECOMMENDATION

Engineering recommends approval of the preliminary plat, grading and erosion control plan, tree preservation, and utility plan for Spirit of Brandtjen Farm 25th Addition, subject to the requirements and stipulations within this report.



City of Lakeville
Spirit of Brandtjen Farm
25th Add. Pre Plat
Site Location Map

EXHIBIT A

CLIENT:



TRADITION
Development

6800 France Ave. S., Suite 178
Edina, MN 55435

PROJECT:

Spirit of Brandtjen Farm
OF BRANDTJEN FARM

SHEET TITLE:

MASTER
LAND USE
SITE PLAN:

Spirit of
Brandtjen
Farm
P.U.D.

CERTIFICATION:

I hereby certify that this plan was prepared by me or
under my direct supervision and that I am a duly
licensed Professional Engineer/Architect under the
laws of the State of Minnesota.

Signature:

Name: Marc Purnan

Date:

License No.:

DESIGNED: DRAWN:

DATE:

DESIGNED:

CHECKED:

DRAWN:

TRANSMITTED: 05/26/05

COPYRIGHT:

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REVISIONS:

NO. DATE NOTE

1 05/26/05

2 05/26/05

3 05/26/05

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24 05/26/05

PUTMAN
PLANNING
& DESIGN, P.C.

10000 1st Street, Suite 100, Hudson, WI 54001
Phone: (262) 661-1111 Fax: (262) 661-1112
Email: info@putmanplanninganddesign.com

SPIRIT of BRANDTJEN FARM

Planned Unit Development

Master Land Use Plan: Site Data

Spirit of Brandtjen Farm North: TOTAL APPROVED HOMES: 1400
TOTAL APPROVED COMM'L SPACE: 100,000 S.F.

Low-Medium Density	26.22 AC
Medium Density	56.78 AC
High Density	57.51 AC
Residential Village Center	28.33 AC
Mixed-Use	40.75 AC
	209.59 AC (Min. Development Area)

Spirit of Brandtjen Farm South: TOTAL APPROVED HOMES: 709
TOTAL APPROVED COMM'L SPACE: 50,000 S.F.

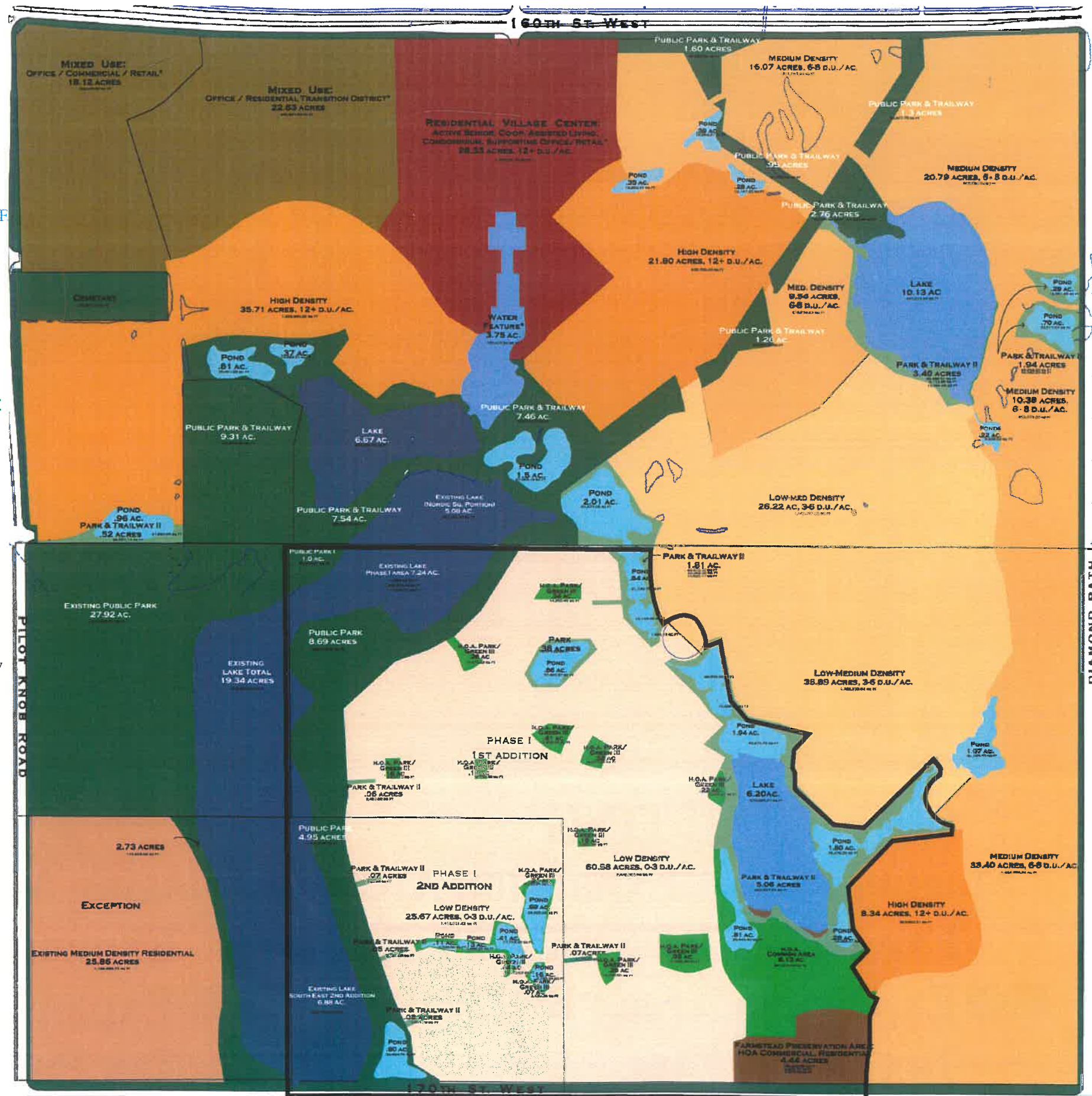
Low Density	86.40 AC
Low-Medium Density	35.89 AC
Medium Density	33.40 AC
High Density	8.34 AC
Farmstead & Preservation	4.44 AC
Area	168.47 AC (Min. Development Area)

SPIRIT of BRANDTJEN FARM P.U.D. TOTAL HOMES: 2109

Spirit of Brandtjen Farm: Park, Openspace, Sidewalk & Trail System Overview

PUBLIC PARKS [TOTAL: 73.74]	(IN S.B.F.);	TOTAL A.C.
OPENSACE/TRAIL CORRIDOR		13.44 A.C.
H.O.A. COMMON AREA (Farmstead Area Only)		6.13 A.C.
H.O.A. COMMON AREA (Central Openspace in 2nd Add'n)		3.96 A.C.
Phase I: 1st & 2nd Add'n SUBTOTAL PARKS & OPENSACE		70.35 A.C.
EAST LAKE [TOTAL: 45.21 A.C.]	(IN S.B.F.);	25.87 A.C.
INFILTRATION (Created/H.O.A. Water Features)		20.08 A.C.
National Urban Runoff Program N.U.R.P. PONDING		17.78 A.C.
SUBTOTAL WATER: [80.77 AC]	(IN S.B.F.);	63.73 A.C.
S.B.F. TOTAL PARKS, OPENSACE & WATER		134.08 A.C.

These totals may be increased by the City to facilitate incorporation of; additional life cycle housing, into
the S.B.F. P.U.D., consistent with City goals and objectives as stated in City Comp. Plan. Added lands can
be admitted to the P.U.D. by applicant.



* PERMITTED USES:

BANKS, FUNERAL HOMES, INSTITUTIONAL OFFICES, PRIVATE CLUBS, SCHOOLS,
COMMERCIAL & RETAIL USES, DAYCARE, ELDERLY HOUSING, HOTELS, MEDICAL,
MIXED USES, MULTIFAMILY, RELIGIOUS, RESID. FACILITIES &
NURSING HOMES, RESTAURANTS, VET. CLINICS

EXHIBIT B

100 300 N
0 200 400

SPIRIT of BRANDTJEN FARM Planned Unit Development

SAMPLE MASTER SITE PLAN

with Land Uses Overlay:

1st Phase Preliminary Plat

Within Master Overall Example Site Plan XXXII,

2nd Add'n. Concept Sketch Plan

& Concept City Park Plan 4

PHASE I

Homesite Data by Land Use Type

Phase I First Addition:	
Cottage Homes	21
Traditional Homes	69
Estate Homes	43
Total Phase I First Addition Homes	133

Phase I Second Addition:	
Cottage Homes	23
Traditional Homes	13
Estate Homes	3
Subtotal, S.F.D. Homes	39
S.F.A.-2.3.4 Home Row Townhomes	52
Total Phase I Second Addition Homes	91

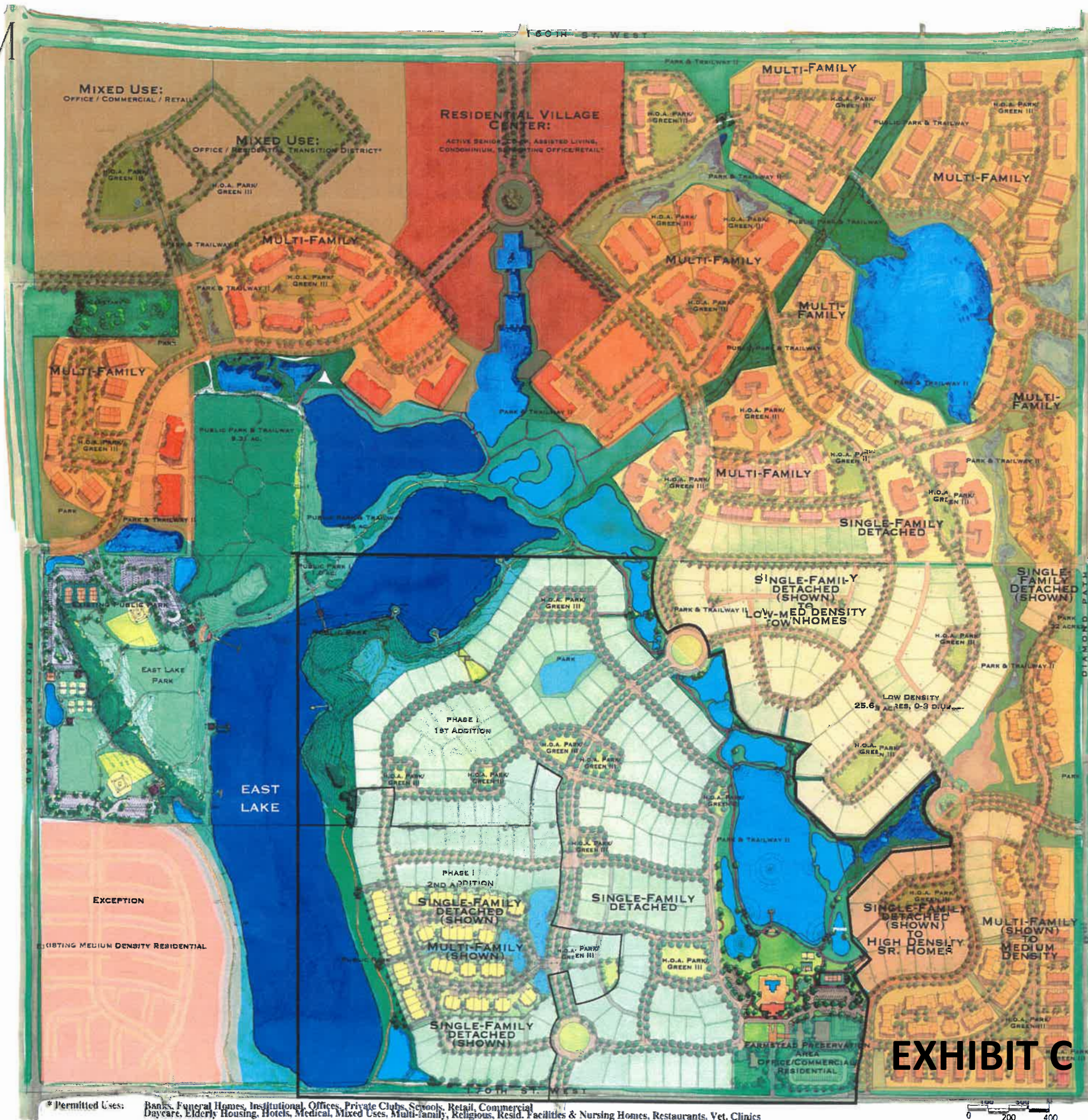
TOTAL, PHASE I, 1st & 2nd ADDITIONS: 224

Phase I Areas:

First Addition:	
Site Area (Without Winkler/Second Addition)	107.3 AC.
Residential Lots	40.6 AC
Barn Lot (Block 11, Lot 1)	1.7 AC
Machine Shed Lot (Block 11, Lot 2)	0.2 AC
Existing House Lot (Block 1, Lot 9)	0.7 AC
Horse Stable Lot (Block 11, Lot 3)	0.9 AC
Horse Track Lot (Block 11, Lot 1)	1.6 AC
Private Roads (Outlot U)	2.0 AC
Public Roads	20.6 AC
Open Space (Outlots A - R & T)	39.2 AC
Future Area (Outlot S)	89.6 AC

Second Addition:	
Site Area	39.4 AC.

Explanation of First Phase Impacts (With adding of Winkler/2nd Addition Site Area):
Impacted area of 2nd Addition includes all of Phase I, 2nd Addition and portions of Phase I, 1st Addition.



CLIENT:



TRADITION
Development

6800 France Ave. S., Suite 178
Edina, MN 55425

PROJECT:

Spirit
of Brandtjen Farm

PHASE I

SAMPLE
MASTER SITE

PLAN with
Land Uses Overlay:
1st Phase Preliminary
Plat Within
Master Overall
Example Site Plan
XXXII, 2nd Add'n.
Concept Sketch Plan
& Concept City Park
Plan 4

CERTIFICATION:

I hereby certify that this plan was prepared by me or
under my direct supervision and that I am a duly
Licensed Professional Landscape Architect under the
laws of the State of Minnesota.

Signature:
Name: Jane Peterson
Date: _____ License: 54321

DESIGNED DRAWN

DATE:

DESIGNED
CHECKED
DATE: 05/26/05
TRANSMITTED

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REVISIONS:

NO.	DATE	NOTE
1		

SHEET OF SHEET
3.5

LAND/CAPE ARCHITECTURE
LAND PLANNING
RESIDENTIAL DESIGN
ARCHITECTURAL ILLUSTRATION
GRAPHIC DESIGN

PUTMAN
PLANNING
& DESIGN, INC.
2000 and 2001, Suite 100, Houston, TX 77056
Phone: 713.861.1111 Fax: 713.861.1112
Email: info@putmanplanninganddesign.com

EXHIBIT C

* Permitted Uses: Banks, Funeral Homes, Institutional, Offices, Private Clubs, Schools, Retail, Commercial
Daycare, Elderly Housing, Hotels, Medical, Mixed Uses, Multi-family, Religious, Resid. Facilities & Nursing Homes, Restaurants, Vet. Clinics

0 200 400

FARM HISTORY & RESTORATION

FARMSTEAD PRESERVATION AREA: Sketch I



FARMSTEAD PRESERVATION AREA: Sketch II



FARMSTEAD PRESERVATION AREA: Sketch 3



FARMSTEAD PRESERVATION AREA: OFFICE/COMMERCIAL/RESIDENTIAL

Prospective private & recreational opportunities contemplated for H.O.A. grounds: Pool, Volleyball, Tennis, Bandshell amphitheater, & beach.

	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING UNDERGROUND GAS
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING OVERHEAD POWER LINE
	EXISTING LIGHT POLE
	EXISTING TRANSFORMER
	EXISTING TELEPHONE PEDESTAL
	EXISTING TV PEDESTAL
	EXISTING CURB & GUTTER
	EXISTING FENCE
	EXISTING CONTOUR
	EXISTING TREELINE/TREES
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING GRAVEL
	EXISTING PARKING STALL COUNT

TOP NUT HYDRANT AT NORTHWEST QUADRANT
OF DODD & PILOT KNOB.
ELEVATION = 953.61 FEET

TOP NUT HYDRANT AT SOUTHWEST QUADRANT OF
165TH STREET & PILOT KNOB.
ELEVATION = 931.27 FEET



SCALE IN FEET

0 30 60 90

1 inch = 30 feet

EXHIBIT E

I hereby certify that this plan,
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.

RICK L. OSBERG, P.E.

Rick L. Osberg, P.E.

Date: 01/06/25 Reg.No. 22705

TRADITION DEVELOPMENT
16972 BRANDTJEN FARM DRIVE, LAKEVILLE, MN 55044

DRAWN BY
VUN

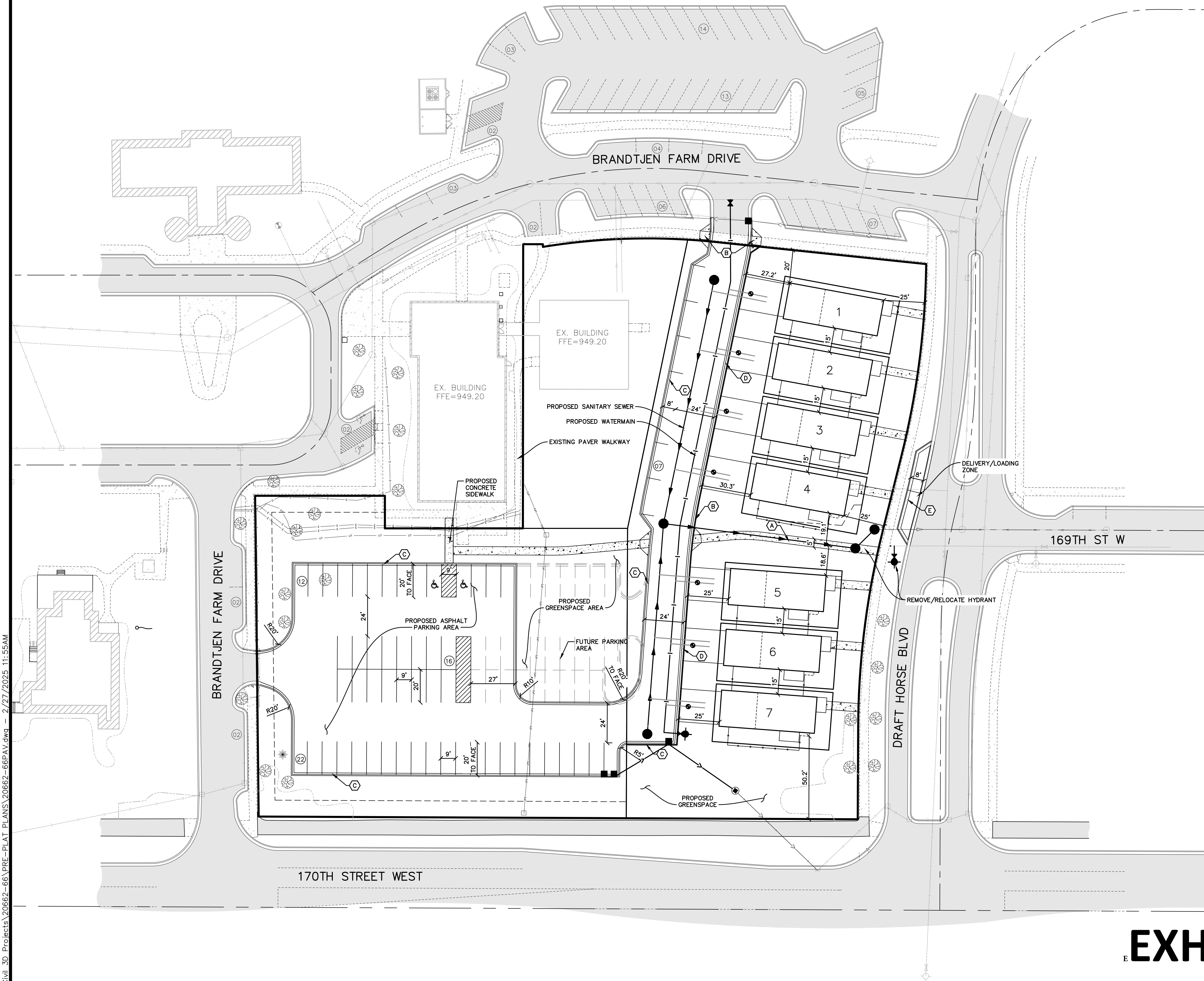
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01/06/2025

REVISIONS

CAD FILE
20662-66EX0

PROJECT NO
20662-66

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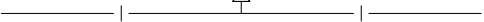
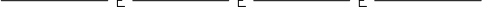
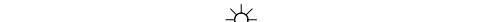
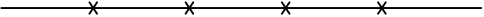
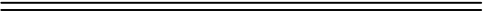
PARKING SPACE SUMMARY			
	STD	HC	TOTAL
EXISTING PARKING SPACE	61	4	65
PROPOSED NEW PARKING SPACE	57	2	59
PROOF OF PARKING	28	0	28
TOTAL	146	6	152

BENCHMARK

TOP NUT HYDRANT AT NORTHWEST QUADRANT
OF DODD & PILOT KNOB.
ELEVATION = 953.61 FEET

TOP NUT HYDRANT AT SOUTHWEST QUADRANT OF
165TH STREET & PILOT KNOB.
ELEVATION = 931.27 FEET

LEGEND

- ### LEGEND
- | | |
|---|----------------------------------|
|  | EXISTING WATERMAIN |
|  | EXISTING SANITARY SEWER |
|  | EXISTING STORM SEWER |
|  | EXISTING UNDERGROUND GAS |
|  | EXISTING UNDERGROUND ELECTRIC |
|  | EXISTING UNDERGROUND TELEPHONE |
|  | EXISTING UNDERGROUND FIBER OPTIC |
|  | EXISTING OVERHEAD POWER LINE |
|  | EXISTING LIGHT POLE |
|  | EXISTING TRANSFORMER |
|  | EXISTING TELEPHONE PEDESTAL |
|  | EXISTING TV PEDESTAL |
|  | EXISTING CURB & GUTTER |
|  | EXISTING FENCE |
|  | EXISTING TREELINE/TREES |
|  | EXISTING ASPHALT |
|  | EXISTING CONCRETE |
|  | EXISTING GRAVEL |
|  | EXISTING GRAVEL |
|  | PROPOSED CURB & GUTTER |
|  | PROPOSED CONCRETE |
|  | PROPOSED ASPHALT SURFACE |

KEY NOTES

- (A) 5' CONCRETE SIDEWALK
- (B) PEDESTRIAN CURB RAMP
- (C) B612 CURB AND GUTTER
- (D) D412 SURMOUNTABLE CURB AND GUTTER
- (E) B618 CURB AND GUTTER

NOTE:
CURB RADIUS TO THE BACK OF CURB OTHERWISE NOTED

TRADITION DEVELOPMENT
16972 BRANDTJEN FARM DRIVE, LAKEVILLE, MN 55044

DRAWN BY	VUN
DATE	01/06/2025
REVISIONS	

CAD FILE
20662-66PAV

PROJECT NO.
20662-66

C1.3

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. CTY. RD. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

RICK L. OSBERG, P.E.

Rick L. Osberg, P.E.

Date: 01/06/25 Reg.No. 227709

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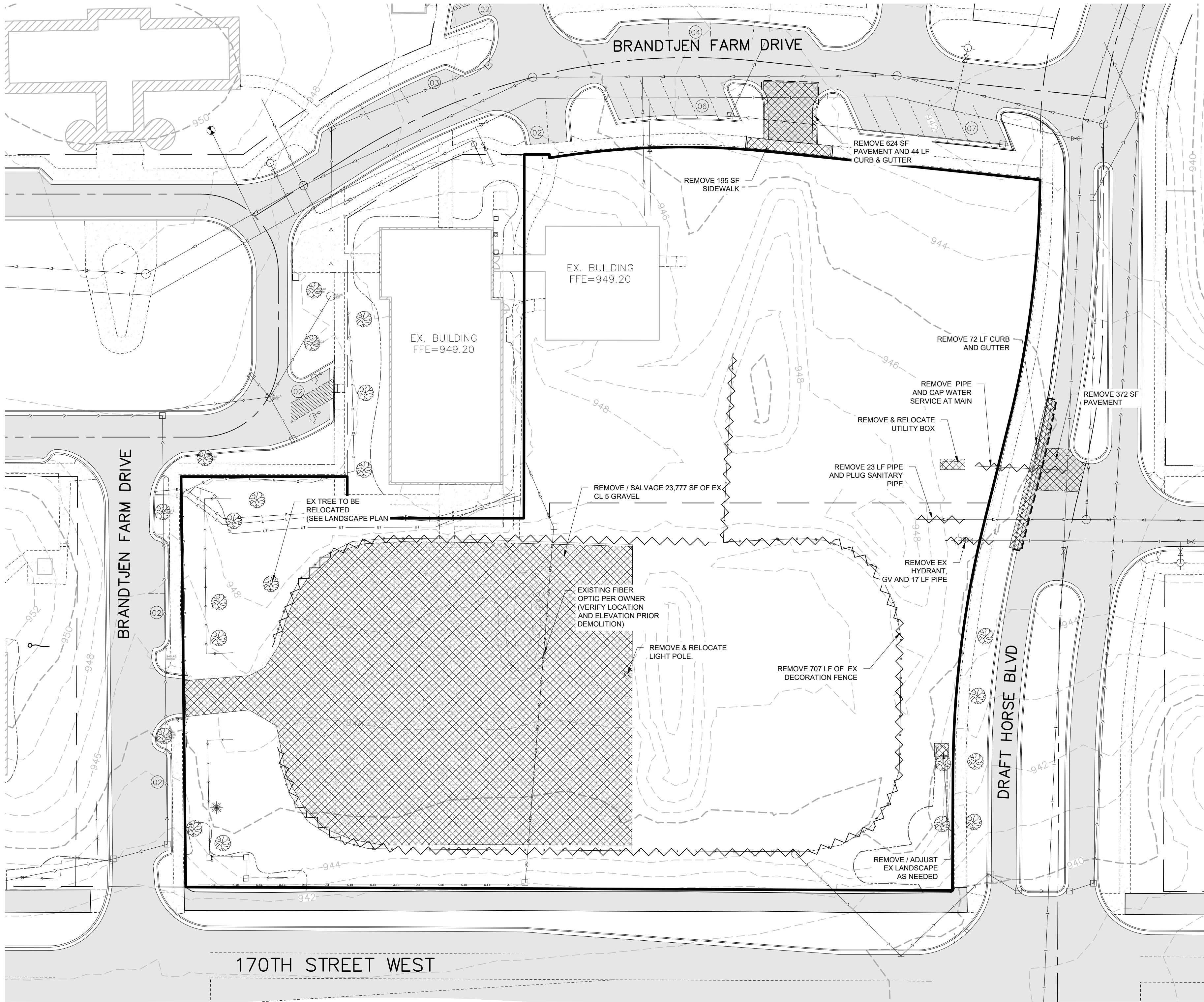
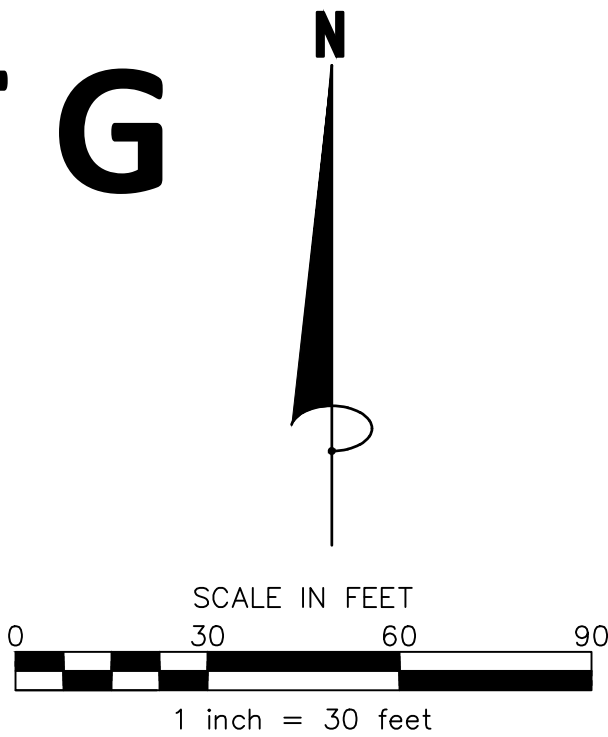


EXHIBIT G



Know what's below.
Call before you dig.



LEGEND

- | | |
|--|-------------------------------------|
| | EXISTING WATERMAIN |
| | EXISTING SANITARY SEWER |
| | EXISTING STORM SEWER |
| | EXISTING UNDERGROUND GAS |
| | EXISTING UNDERGROUND ELECTRIC |
| | EXISTING UNDERGROUND TELEPHONE |
| | EXISTING UNDERGROUND FIBER OPTIC |
| | EXISTING OVERHEAD POWER LINE |
| | EXISTING LIGHT POLE |
| | EXISTING TRANSFORMER |
| | EXISTING TELEPHONE PEDESTAL |
| | EXISTING TV PEDESTAL |
| | EXISTING CURB & GUTTER |
| | EXISTING FENCE |
| | EXISTING CONTOUR |
| | EXISTING TREELINE/TREES |
| | EXISTING ASPHALT |
| | EXISTING CONCRETE |
| | EXISTING GRAVEL |
| | EXISTING PARKING STALL COUNT |
| | PROPOSED SAWCUT |
| | PROPOSED UTILITY OR OBJECT REMOVALS |
| | PROPOSED STRUCTURE REMOVALS |

SPIRIT OF BRANDTJEN FARM 25TH ADDITION
LAKEVILLE, MINNESOTA
DEMOLITION PLAN
FOR
TRADITION DEVELOPMENT
16972 BRANDTJEN FARM DRIVE, LAKEVILLE, MN 55044

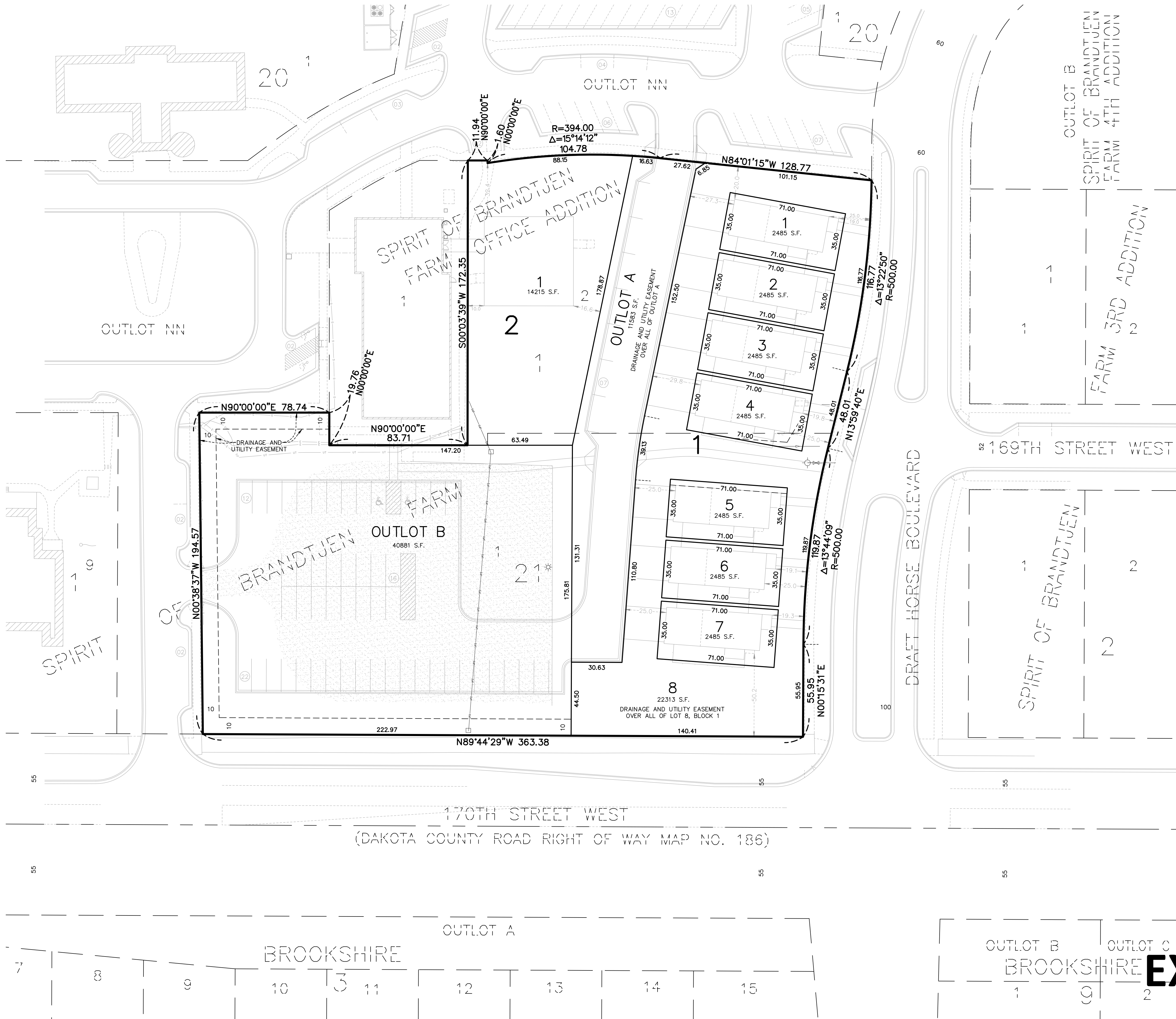
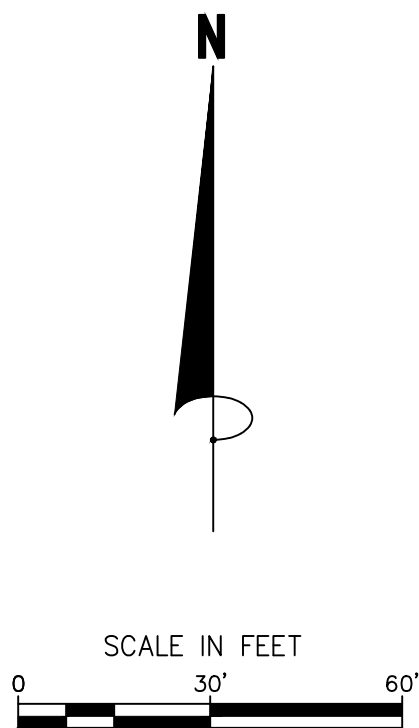
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VUN
DATE
01/06/2025
REVISIONS

CAD FILE
20662-66DEMO
PROJECT NO.
20662-66
C1.4

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
RICK OSSBERG, P.E.
Date: 01/06/25 Reg.No. 22709

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

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PROPERTY DESCRIPTION	
Lot 1, Block 21, SPIRIT OF BRANDTJEN FARM, Dakota County, Minnesota.	
and	
Lot 2, Block 1, SPIRIT OF BRANDTJEN FARM OFFICE ADDITION, Dakota County, Minnesota.	
SPIRIT OF BRANDTJEN FARMS P.U.D.	
OVERALL	
# OF LOTS	10 LOTS (7 DETACHED TOWNHOME LOTS) (1 COMMON OPEN SPACE LOT) (1 OFFICE SPACE LOT)
# OF OUTLOTS	2 OUTLOTS (1 PRIVATE DRIVEWAY OUTLOT) (1 PARKING LOT OUTLOT)
LOTS	1.238 ACRES
-(DETACHED TOWNHOMES) (BLOCK 1)	(0.912 ACRES)
-(OFFICE LOT) (BLOCK 2)	(0.326 ACRES)
OUTLOTS	1.204 ACRES
-(PRIVATE DRIVEWAY) (A)	(0.266 ACRES)
-(PARKING LOT) (B)	(0.938 ACRES)
TOTAL	2.442 ACRES
SETBACKS (MINIMUMS)	
FRONT YARD (HOUSE TO RIGHT OF WAY)	15'
FRONT YARD (GARAGE DOOR TO PRIVATE DRIVE)	25'
MINIMUM BETWEEN BUILDINGS	15'
SETBACK TO 170TH STREET	50'

SPIRIT OF BRANDTJEN FARM 25TH ADDITION
LAKEVILLE, MINNESOTA
PRELIMINARY PLAT
FOR
SBF DEVELOPMENT CORPORATION
1872 BRANDTJEN FARM DRIVE, LAKEVILLE, MN 55044

DRAWN BY	PLM
DATE	11/22/2024
REVISIONS	
CAD FILE	20662-66pp.dwg
PROJECT NO.	20662-66
C2.0	

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2909 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: 952.890.6044 www.jrhinc.com

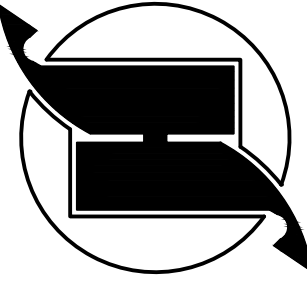
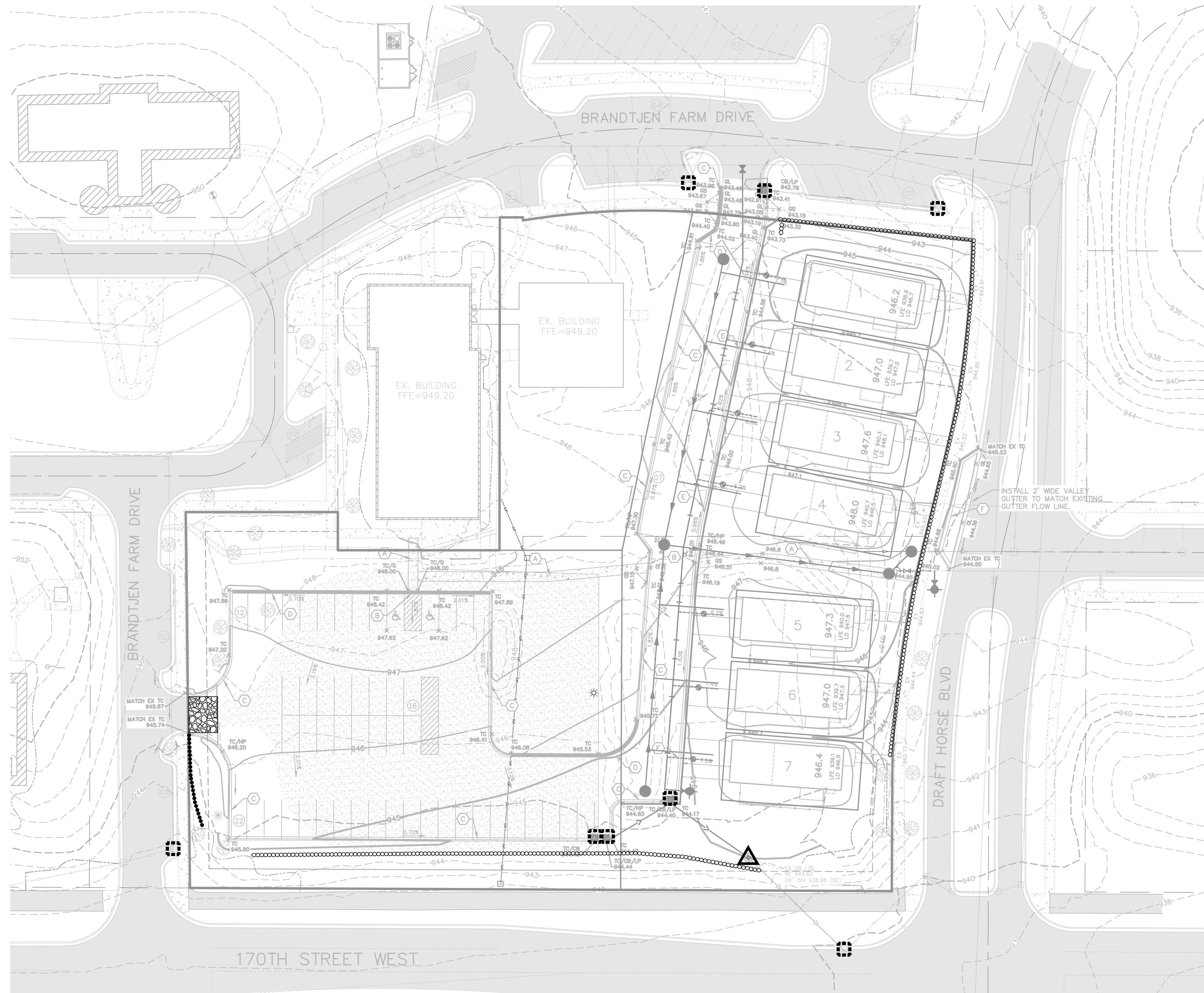
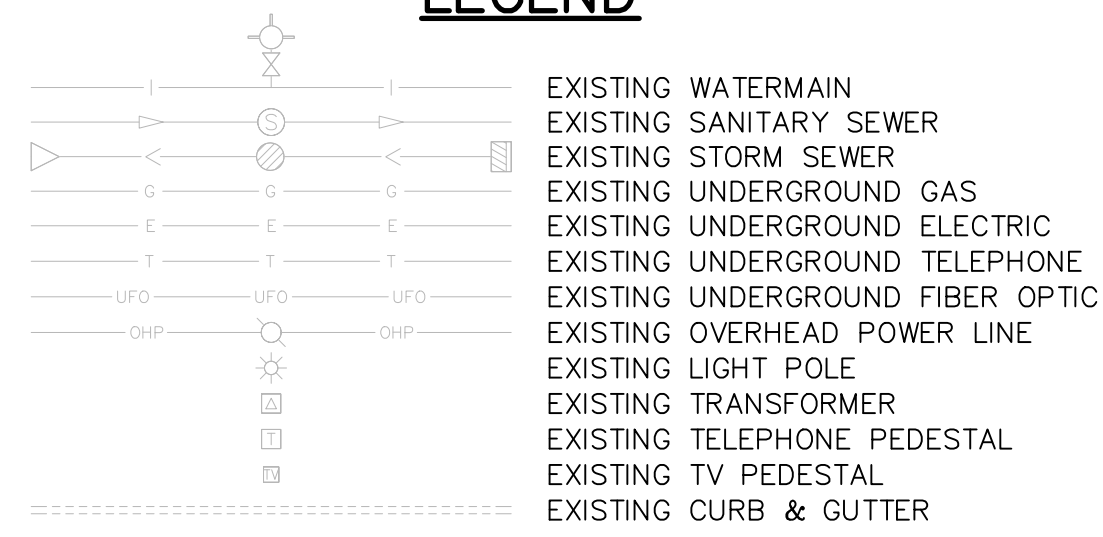


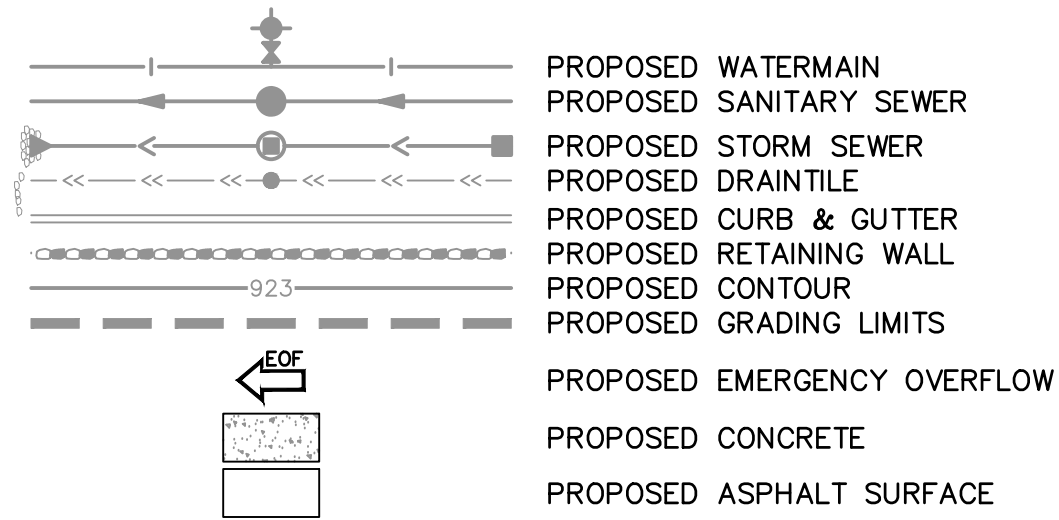
EXHIBIT H



LEGEND

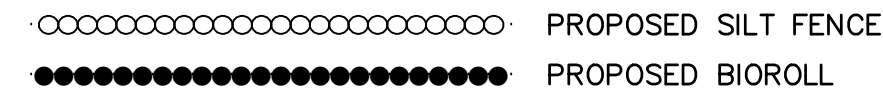


EXISTING FENCE
EXISTING CONTOUR
EXISTING SOIL BORING LOCATION
EXISTING TREELINE/TREES
EXISTING ASPHALT
EXISTING CONCRETE



PROPOSED CONCRETE
PROPOSED ASPHALT SURFACE

PROPOSED SILT FENCE
PROPOSED BIOROLL



PROPOSED INLET PROTECTION (PAVEMENT)
POST STORM SEWER CONSTRUCTION
PROPOSED YARD CB INLET PROTECTION
POST STORM SEWER CONSTRUCTION
PROPOSED DITCH CHECK – MnDOT TYPE 3
POST GRADING/UTILITY CONSTRUCTION
PROPOSED TEMPORARY ROCK
CONSTRUCTION ENTRANCE
PROPOSED EROSION CONTROL BLANKET
MnDOT CATEGORY 3



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RICK L. OSBERG, P.E.

R. L. Osberg, P.E.

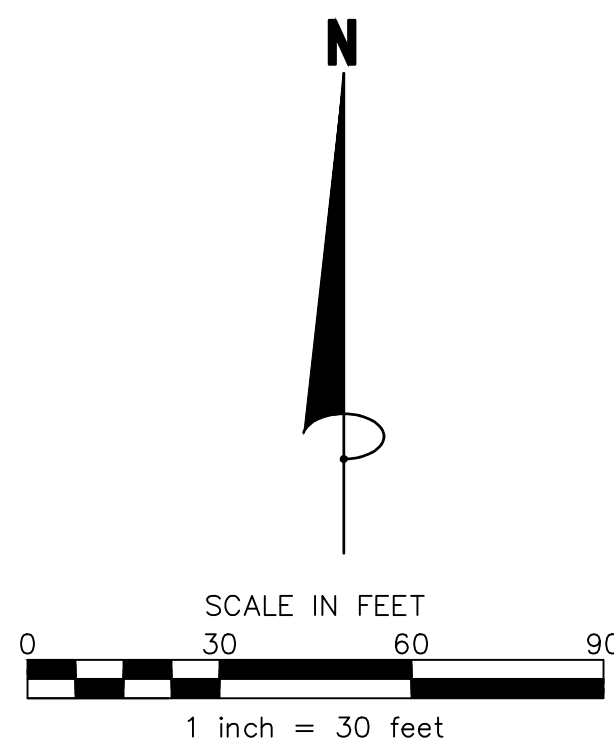
SPIRIT OF BRANDTJEN FARM 25TH ADDITION
LAKEVILLE, MINNESOTA

EROSION & SEDIMENT CONTROL PLAN
FOR
TRADITION DEVELOPMENT
16970 BRANDTJEN FARM DRIVE LAKEVILLE MN 55044

DRAWN BY
VUN
DATE
01/06/2025
REVISIONS

CAD FILE 20662-66ERC
PROJECT NO. 20662-66
C3.0

EXHIBIT I





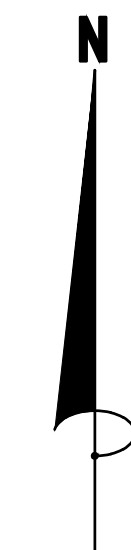
LEGEND	
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING UNDERGROUND GAS
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING OVERHEAD POWER LINE
	EXISTING LIGHT POLE
	EXISTING TRANSFORMER
	EXISTING TELEPHONE PEDESTAL
	EXISTING TV PEDESTAL
	EXISTING CURB & GUTTER
	EXISTING FENCE
	EXISTING CONTOUR
	EXISTING WETLAND EDGE
	EXISTING SOIL BORING LOCATION
	EXISTING TREELINE/TREES
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING GRAVEL
	EXISTING PARKING STALL COUNT
	PROPOSED WATERMAIN
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATER SERVICE
	PROPOSED STORM SEWER
	PROPOSED DRAIN TILE
	PROPOSED CURB & GUTTER
	PROPOSED CONTOUR
	PROPOSED GRADING LIMITS
	PROPOSED EMERGENCY OVERFLOW
	PROPOSED CONCRETE
	PROPOSED ASPHALT SURFACE

A	5' CONCRETE SIDEWALK
B	PEDESTRIAN CURB RAMP
C	B612 CURB AND GUTTER
D	B612 CURB AND GUTTER (TIPOUT)
E	D412 SURMOUNTABLE CURB AND GUTTER
F	B618 CURB AND GUTTER

SEE DETAILS ON SHEET 6.0-6.2

TOP NUT HYDRANT AT NORTHWEST QUADRANT
OF DODD & PILOT KNOB.
ELEVATION = 953.61 FEET

TOP NUT HYDRANT AT SOUTHWEST QUADRANT OF
165TH STREET & PILOT KNOB.
ELEVATION = 931.27 FEET

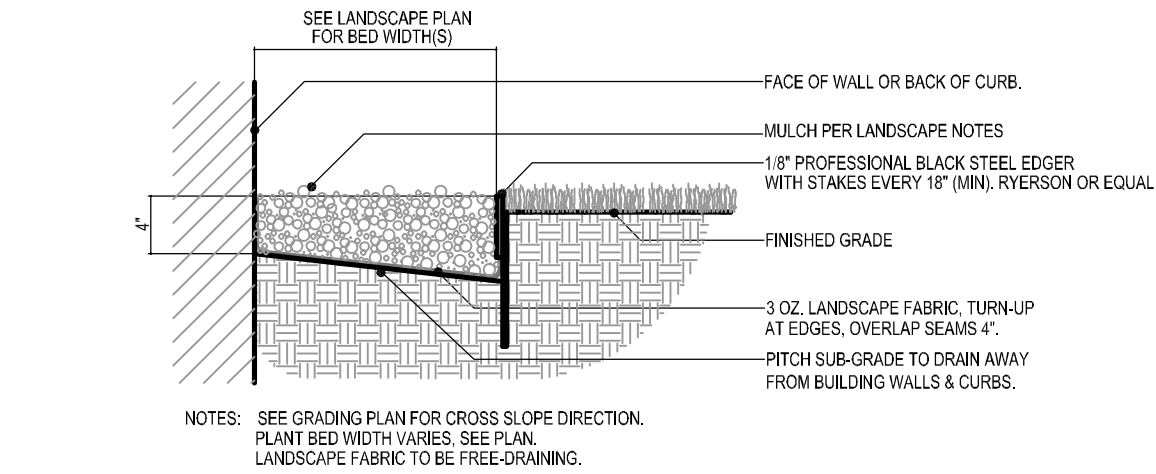


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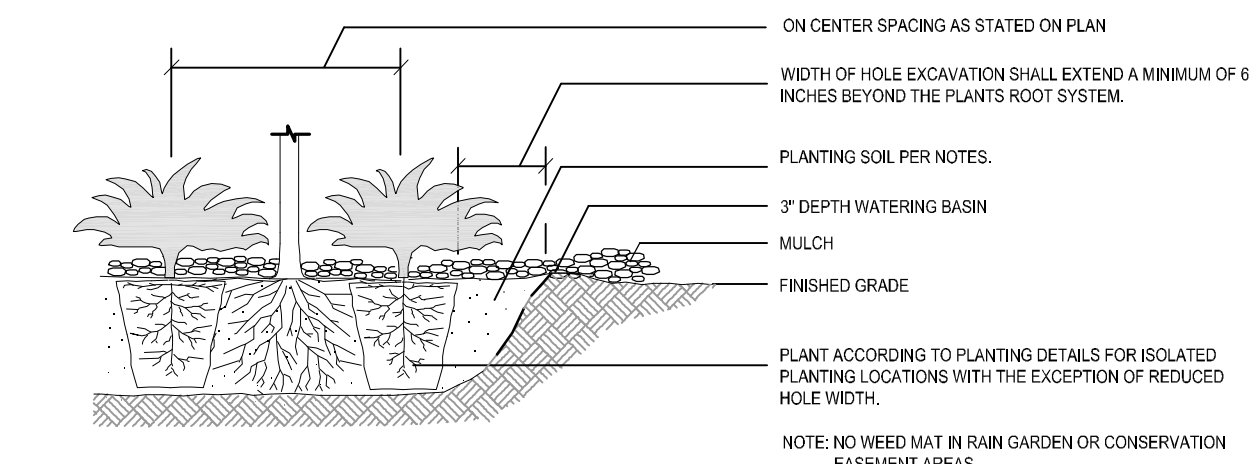
Rick L. Osberg

Date: 01/06/25 Reg.No. 22709

DRAWN BY VUN
DATE 01/06/2025
REVISIONS
CAD FILE 20662-66G
PROJECT NO. 20662-66
C4.0



1
L02
NOT TO SCALE



2
L02
NOT TO SCALE

Landscape Notes:

- Tree saucer for individual trees outside of a plant bed to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch.
- Refer to architectural plans for spot elevations, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
- All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- Plant takes precedence over plant schedule if discrepancies in quantities exist.
- All proposed plants shall be located and staked as shown.
- Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours. Install plants and sod between April 15 and June 15 or between September 15 and October 30.
- The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- The contractor shall guarantee newly planted material through ONE calendar year from the date of written owner acceptance. Plants that exhibit more than 50% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/drodent protection measures for the plantings during the warranty period. Prune dead wood at 11 month warranty review period - use wound paint on trees.
- This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- Irrigation: Landscape contractor shall field verify whether there is an existing irrigation system on the property. If so, repair and adjust the underground irrigation system for the landscaped areas shown. Provide head-to-head coverage and sleeve under paved areas. Submit proposed irrigation layout, including coverage arcs, to the Owner for review and approval. If no irrigation system exists, provide temporary irrigation to water new turf and planted areas until establishment.
- All edger shall be professional grade 3/8" thick black steel edger, Ryerson or Equal. Anchor every 18" on-center (minimum). Submit sample for Owner approval.
- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
- Unless otherwise noted/indicated, plant beds shall receive 4" depth of Western Red Cedar wood mulch over spun-bonded weed mat. Submit mulch sample for Owner approval. Install mulch 1" below back of curbs or walks to prevent spill-over. Do not mound mulch. Coordinate finished grade condition with earthwork subcontractor.
- All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc. Unless otherwise noted, fine grading (within 4" of set grade) shall be by the Landscape Contractor, including topsoil.
- Turf Sodding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for seed bed preparation, installation, maintenance, acceptability, and warranty.
- The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
- The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
- The Landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
- The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
- The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractor on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf sod shall have no less than 4" of imported (or qualified stockpiled) topsoil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for topsoil & planting soil for trees, shrubs, and turf. Slope away from building. Soil Management Strategies (soil loosening to 12-inch depth and soil amendment in top 6-inch depth) must be completed prior to the installation of any irrigation system components, plantings, seeding, or sodding in specific landscape work areas.
- Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
- Landscape contractor to provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.
- Retaining Walls: Unless otherwise specified, retaining walls shall be County Materials 'County Block' in Rustic Silvertone blend - straight face units with matching cap units. Provide wall engineering plans signed by a MN licensed structural engineer to the civil engineer for review.
- Trees noted for relocation shall be moved by the landscape contractor, via mechanical tree spade. Verify utilities prior to digging. Once a tree has been relocated, add a wood mulch ring and (2) tree watering bags, if that area is not covered by an permanent irrigation system.

NOTES:

STAKE TREES AS NEEDED TO MAINTAIN AN UPRIGHT AND PLUMB HABIT. USE NON-MARRING TREE-GUY WEBBING AND CHAIRS OR STAKES. ONLY PRUNE DEAD BRANCHES THE FIRST YEAR AFTER PLANTING. MULCH RING: 4" DIAMETER MINIMUM, 6" DIAMETER PREFERRED.

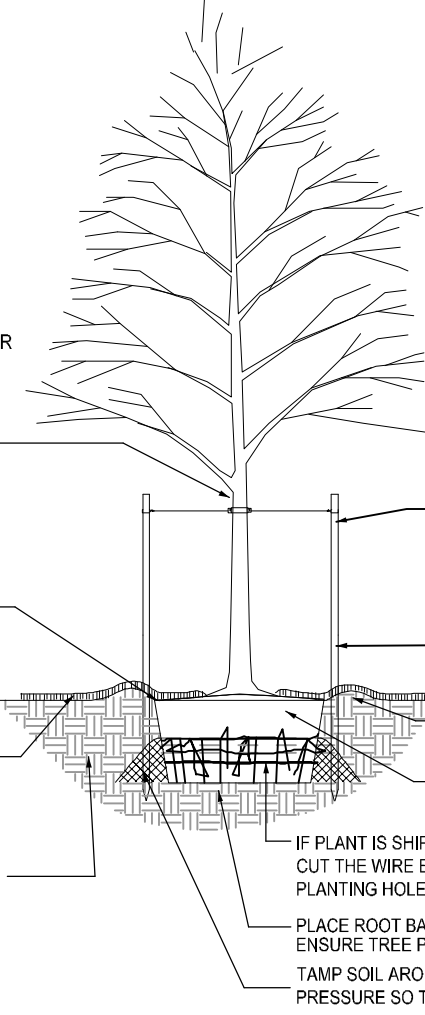
INSTALL 6" WHITE DRAIN TILE TRUNK GUARDS

MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE.

OPEN BURLAP AND REMOVE EXCESS SOIL UNTIL THE TOP OF THE FIRST MAJOR ROOT IS VISIBLE. PLANT TO THIS DEPTH TO HELP PREVENT ENCIRCLING ROOTS.

WOOD MULCH. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. MAINTAIN THE MULCH WEED-FREE FOR AFTER PLANTING.

NOTE: FOR DIMENSIONS OF PLANTING AREAS SEE PLAN. SOIL BACKFILL SHALL BE GARDEN BLEND SOIL (EQUAL MIX OF COMPOST, SAND & SOIL) PER NOTES.



TREE PLANTING REQUIREMENTS:

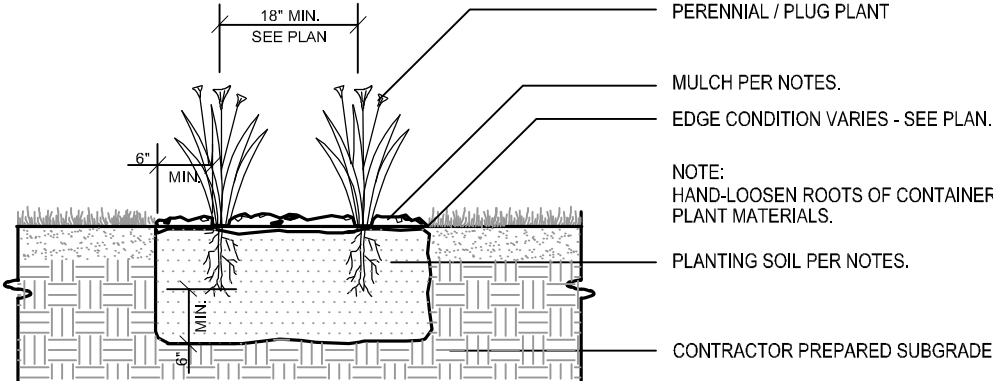
REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM THE TOP-THIRD OF THE ROOT BALL AND DISPOSE OF OFF-SITE. REMOVE THE WIRE BASKET DOWN TO THE SECOND HORIZONTAL WIRE FROM THE BOTTOM AND DISPOSE OF OFF-SITE. EXPOSE ROOT FLARE AND SET AT GRADE

3
L02
NOT TO SCALE

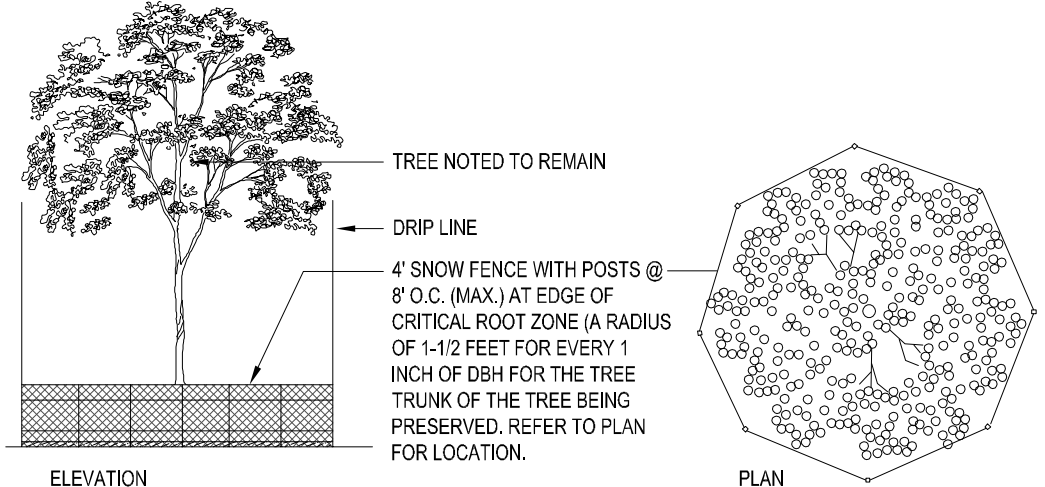
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
EVERGREEN TREES						
	JE	Juniperus virginiana	Eastern Red Cedar	6' Hgt.	B&B	2
ORNAMENTAL TREES						
	Mp	Malus x 'Prairifire'	Prairifire Crab Apple	1.5' Cal.	B&B	5
	Si	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	1.5' Cal.	B&B	15
OVERSTORY TREES						
	AA	Acer x freemanii 'Jeffsred' TM	Autumn Blaze Freeman Maple	3" Cal.	B&B	11
	BR	Betula nigra	River Birch	3" Cal.	B&B	3
	GI	Gleditsia triacanthos inermis 'Skycole' TM	Skyline Thornless Honey Locust	2.5" Cal.	B&B	7
SHRUBS						
	Ci	Cornus sericea 'Isanti'	Isanti Redosier Dogwood	5 gal.	Pot	11
	Em	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 gal.	Pot	11
	Pi	Potentilla fruticosa 'Absaraka'	Absaraka Potentilla	5 gal.	Pot	2
	Rf	Rudbeckia fulgida 'Goldstrum'	Goldstrum Rudbeckia	1 gal.	Pot	7
	Ss	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	1 gal.	Pot	7
	Sm	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	5 gal.	Pot	3
	To	Thuja occidentalis 'Techny Globe'	Techny Globe Arborvitae	5 gal.	Pot	2
	Ts	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	8'	B&B	12
	Va	Viburnum trilobum 'Compactum'	Compact American Cranberry Viburnum	5 gal.	Pot	3
	Wf	Weigela florida 'Rumba'	Rumba Weigela	5 gal.	Pot	2
ANNUALS/PERENNIALS						
	Nw	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	1 gal.	Pot	4
GRASSES						
	Ck	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	Pot	29
	Mk	Miscanthus sinensis 'Kleine Fontaine'	Kleine Fontaine Eulalia Grass	1 gal.	Pot	23

NOTE: Townhome Foundation Plantings quantities for all units to be determined by Bidder.



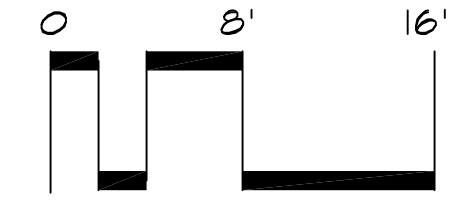
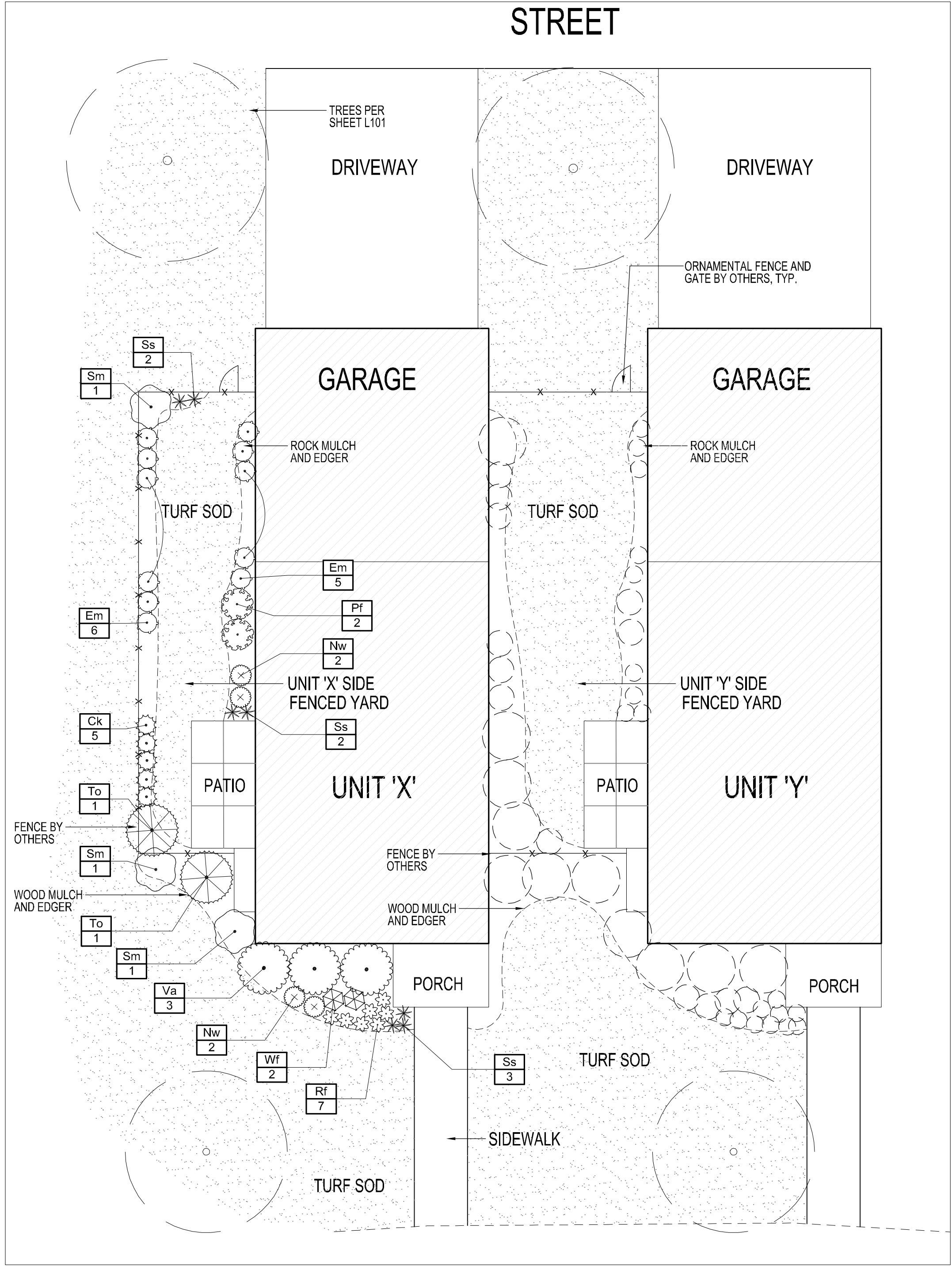
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L02
NOT TO SCALE



NOTE: TREE PROTECTION SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO AIDE IN SURVIVABILITY OF EXISTING TREES TO REMAIN. DO NOT STORE MATERIALS OR DRIVE EQUIPMENT WITHIN THE TREE D RIP LINE AS DESIGNATED ABOVE. MAINTAIN THE FENCE INTEGRITY AT ALL TIMES THROUGHOUT CONSTRUCTION.

TREE PROTECTION FENCE SHALL BE IN PLACE PRIOR TO THE START OF DEMOLITION.

5
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NOT TO SCALE

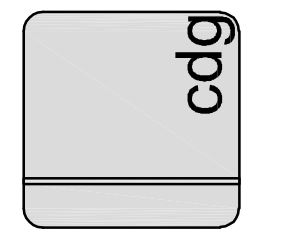


DETAILS, NOTES, & SCHEDULES:

TYP. TOWNHOME UNIT FOUNDATION PLANTING:

SCALE: 1/8" = 1'-0"

CALYX DESIGN GROUP
Landscape Architecture - Planning
475 Cleveland Avenue N. | Suite 101A | St. Paul, MN 55104
telephone: 651.788.9018
internet: www.calyxdesigngroup.com



PRELIMINARY
This drawing and this plan, specification, and schedule are prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer in the State of Minnesota.
Print Name: [Name] License No. [Number] P.E.
Signature: [Signature] Date: [Date]

LOT 1, BLOCK 21 BRANDTJEN FARM DRIVE
LAKEVILLE, MINNESOTA
DETAILS, NOTES, & SCHEDULES
FOR
SBF DEVELOPMENT CORPORATION
16972 BRANDTJEN FARM DRIVE, LAKEVILLE, MINNESOTA 55044

DRAWN BY AL	
DATE 12/19/24	
REVISIONS	
PLANTING REVISIONS	01/10/25
REV. SITE/PLANTINGS	03/03/25
CAD FILE 20662-L	
PROJECT NO. 20662	
L102	



April 7, 2025

Item No.

Resolution Adopting Assessments for Unpaid Special Charges

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Adopting Assessments for the Unpaid Special Charges.

Overview

The City can minimize its losses due to bankruptcies by assessing unpaid special charges to taxes. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, false alarm charges, unpaid utility bills and tree removal charges. In order to recover the unpaid special charges the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing was mailed to customers, posted on the City website and published in the newspaper.

Delinquent Utility Bills

In addition to certifying the amount delinquent, the City also collects a \$50 service charge to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period of April 7, 2025 until December 31, 2026. The interest rate is the same as what we charge delinquent utilities throughout the year (1.5% per month). The certification process affects less than one percent (1%) of the Lakeville utility customers.

Nuisance Abatement & Unpaid False Alarm Charges

The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period April 7, 2025 until December 31, 2026.

Tree Removal Charges

The affected parcels will each be assessed the actual contractual cost incurred, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 4.3% per annum of the amount delinquent plus the service charge based on the term stated below.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999
7 years	Over \$5,000

Background and notification process for accounts being certified

According to City Attorney Andrea Poehler, "If water service is provided to property and the property is subsequently sold or otherwise transferred, the new owner does not have a personal obligation to pay the bill unless the City and owner have a separate services contract. Unpaid water bills, however, are a lien on the property to which the service was provided. If the property is sold or the ownership transferred, the lien remains."

At the time the City provides water service to a property the City has an enforceable lien on the property for the cost of the water provided. Minnesota Statutes, Section 514.67 provides: “All charges...of any nature now or hereafter authorized or required by law...shall constitute and be a first and prior lien from the date of such...service upon all property in this state subject to taxation as the property of the person from whom such charges and expenses are by law authorized or required to be collected. No record of such lien shall be deemed necessary.” The statute’s validity as applied to unpaid utility charges has been upheld in *Re Sheldahl, Inc.* 298 B.R. 874 (Bankr. D. Minn. 2003).

Minnesota Statute, Section 444.075, Subd. 3 further provides: “The governing body may make the charge a charge against the owner, lessee, occupant, or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.” City Code Section 7-5-6-4 also authorizes the City Council to certify unpaid charges to taxes.

Unpaid utility charges, special assessments and real estate taxes are all liens against the property. The liens and their enforceability are not impaired by the transfer of ownership.

In October 2019 the City Council amended Ordinance Title 8 of the City Code to allow the City to assess any unpaid false alarm charges to the property.

Current and previous property owners have been notified via letter of the delinquency and certification process.

Comparison Data

The following chart shows the number of accounts and amounts that were presented to the Council at this point in the certification process last year as compared to this year:

	2023		2024		2025	
	Qty	Amount	Qty	Amount	Qty	Amount
Delinquent Utilities	27	5,585.53	29	8,320.55	45	9,057.10
Nuisance Abatement	10	2,665.61	19	5,686.51	4	1,055.63
False Alarm	7	733.41	2	1,097.50	7	966.84
Tree Removal	0	-	3	6,853.91	1	1,550.00
Totals		<u>8,984.55</u>		<u>21,958.47</u>		<u>12,629.57</u>

Payments received prior to the hearing as well as within the 30 days following the hearing when interest is not charged will be removed from the final certification list that is sent to Dakota County.

Supporting Information

- Resolution Adopting the Assessments for Unpaid Special Charges
- Exhibit A: Assessment Summary – Delinquent Utilities
- Exhibit B: Assessment Summary – Nuisance Abatement
- Exhibit C: Assessment Summary - Unpaid False Alarm Fees
- Exhibit D: Assessment Summary – Tree Removal

Financial Impact: \$ 12,629.57 **Budgeted:** Y ☐ N ☒ **Source:** Various
Related Documents: (CIP, ERP, etc.): N/A
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Cheri Donovan Assistant Finance Director

CITY OF LAKEVILLE

RESOLUTION No _____

Resolution Adopting Assessments for Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges (“utility charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat. 429.101 authorizes the City to special assess unpaid street light charges, weed elimination from streets or private property and tree removal charges (“special charges”); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges (“special charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, an assessment roll has been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, the resolution setting general government services, states *“Accounts certified to the County Treasurer-Auditor for collection with the subsequent year’s taxes will be charged a \$50.00 service charge plus 18% interest per year for delinquent utility bills, nuisance abatement for properties and unpaid false alarm charges. A \$50.00 service charge plus 4.3% interest per year based on the term stated below will be charged for tree removal charges.”*

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

1. Assessment No. 221437 in the amount of \$9,057.10 relating to the certification of delinquent utility bills is calculated as follows:

Total uncollected amount delinquent	\$ 4,602.41
Service charge	\$ 2,300.00
Interest	\$ 2,154.69
Total certified	\$ 9,057.10

2. Assessment No. 221438 in the amount of \$2,022.47 relating to the nuisance abatement for properties and unpaid false alarm charges, and Assessment No. 221439 (3-year term) in the amount of \$1,550.00 for tree removal charges calculated as follows:

	<u>Exhibit B</u>	<u>Exhibit C</u>	<u>Exhibit D</u>	<u>Totals</u>
False alarm fees	\$ -	\$ 386.83	\$ -	\$ 386.83
Inspection fees	604.50	-	-	604.50
Tree removal fees	-	-	1,500.00	1,500.00
Service charge/late fees	200.00	350.00	50.00	600.00
Interest	251.13	230.01	-	481.14
Total certified	<u>\$1,055.63</u>	<u>\$ 966.84</u>	<u>\$1,550.00</u>	<u>\$ 3,572.47</u>

The proposed assessments (Exhibit A, Exhibit B, Exhibit C, Exhibit D), copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute a special assessment against the lands named therein.

The amounts certified in Exhibit A, Exhibit B, Exhibit C shall bear interest from the date of this resolution until December 31, 2026 at the rate of eighteen percent (18%) per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the administration charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2025, or interest will be charged through December 31 of the succeeding year.

The amount certified in Exhibit D shall bear interest from the date of this resolution based on the term stated below at the rate of 4.3% per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the administration charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2025, or interest will be charged through December 31 of the succeeding year.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999
7 years	Over \$5,000

A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED by the Lakeville City Council this 7th day of April 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
ASSESSMENT SUMMARY - DELINQUENT UTILITIES
APRIL 7, 2025
EXHIBIT A

NAME	SERVICE ADDRESS	ACCOUNT STATUS	TAX ROLL NUMBER	CERTIFICATION BALANCE	SERVICE CHARGE FEE	18% ANNUAL INTEREST	TOTAL ASSESSMENT
VENKATA JAGARLAMUDI	7071 181ST ST W	Finalled	22-30180-01-180	\$ 10.48	\$ 50.00	\$ 18.88	\$ 79.36
TIM SADUSKY	20845 HOLIDAY AVE	Finalled	22-88300-02-030	\$ 13.29	\$ 50.00	\$ 19.76	\$ 83.05
RANJITH KUMAR SURESH	17088 DYSART PL	Finalled	22-15100-01-590	\$ 14.97	\$ 50.00	\$ 20.28	\$ 85.25
FLASH 3 LLC	18355 KERRVILLE TR	Finalled	22-58505-07-316	\$ 17.21	\$ 50.00	\$ 20.98	\$ 88.19
ASHLEY CANTIN	16391 HYLAND AVE	Finalled	22-34600-03-020	\$ 17.96	\$ 50.00	\$ 21.21	\$ 89.17
JODI COSSITT	16402 GRINNELL AVE	Finalled	22-17002-02-150	\$ 20.42	\$ 50.00	\$ 21.98	\$ 92.40
US BANK NATIONAL ASSOCIATION	11736 177TH ST W	Finalled	22-44326-05-020	\$ 24.58	\$ 50.00	\$ 23.28	\$ 97.86
CHARLES BORRELL	21232 INDEPENDENCE AVE	Finalled	22-84100-02-160	\$ 29.57	\$ 50.00	\$ 24.84	\$ 104.41
KELLY CARPENTER	8280 172ND ST W	Finalled	22-84600-04-130	\$ 30.76	\$ 50.00	\$ 25.21	\$ 105.97
RIAZ ISLAM	6892 175TH ST W	Finalled	22-18304-05-010	\$ 31.30	\$ 50.00	\$ 25.38	\$ 106.68
MADHUMITHA THULASIRAM	17926 GIANTS WAY	Finalled	22-18090-01-600	\$ 32.95	\$ 50.00	\$ 25.89	\$ 108.84
SARAH LEMNA	20898 IXONIA AVE	Finalled	22-17750-02-070	\$ 32.97	\$ 50.00	\$ 25.90	\$ 108.87
Timeless Homes LLC	17959 GRESFORD LA	Finalled	22-73370-06-080	\$ 35.50	\$ 50.00	\$ 26.69	\$ 112.19
MSR MSP LLC	6298 175TH ST W	Finalled	22-20877-04-030	\$ 35.65	\$ 50.00	\$ 26.74	\$ 112.39
JESSICA GRIMES	7384 203RD ST W	Finalled	22-16715-05-030	\$ 36.23	\$ 50.00	\$ 26.92	\$ 113.15
FAITH WEST	18069 Green Gables Tr	Finalled	22-12010-10-030	\$ 37.31	\$ 50.00	\$ 27.26	\$ 114.57
SENTHIL NATARAJAN	17082 DYSART PL	Finalled	22-15100-01-560	\$ 38.95	\$ 50.00	\$ 27.77	\$ 116.72
FRANCK GAUDIN	17156 EASTWOOD AVE	Finalled	22-44078-15-152	\$ 41.48	\$ 50.00	\$ 28.56	\$ 120.04
JERRY CRISSMAN	20775 HOLIDAY AVE	Finalled	22-66000-02-050	\$ 43.23	\$ 50.00	\$ 29.10	\$ 122.33
FIRSTLINE FAMILY HOLDING CO LLC	20842 ISLE AVE	Finalled	22-17750-05-030	\$ 43.50	\$ 50.00	\$ 29.19	\$ 122.69
BILL CLASEN	17785 ITEN CT N	Finalled	22-19403-02-090	\$ 51.19	\$ 50.00	\$ 31.59	\$ 132.78
SERGE SKOCHKO	6588 FOLSOM PATH	Finalled	22-38125-01-070	\$ 53.20	\$ 50.00	\$ 32.22	\$ 135.42
MANDI THILL	6732 FOLIAGE CT	Finalled	22-51350-01-440	\$ 54.54	\$ 50.00	\$ 32.63	\$ 137.17
KATIE FOSTER	18122 Glassfern La	Finalled	22-12010-21-050	\$ 56.42	\$ 50.00	\$ 33.22	\$ 139.64
ALAN VOGEN	8159 190TH ST W	Finalled	22-01600-62-012	\$ 59.16	\$ 50.00	\$ 34.08	\$ 143.24
DAN WELCH	16199 FLAGSTAFF CT S	Finalled	22-51351-01-460	\$ 59.23	\$ 50.00	\$ 34.10	\$ 143.33
RACHEL JENSON	1011 157TH ST E	Finalled	22-45801-04-100	\$ 60.90	\$ 50.00	\$ 34.62	\$ 145.52
KARISHMA RATHI	17896 GLASGOW WAY	Finalled	22-18607-02-020	\$ 72.32	\$ 50.00	\$ 38.18	\$ 160.50
DINAKAR AKUNURI	7384 203RD ST W	Finalled	22-16715-05-030	\$ 75.54	\$ 50.00	\$ 39.19	\$ 164.73
ANDREW R SHAFFER	19169 JEWEL PATH	Finalled	22-44100-08-040	\$ 78.22	\$ 50.00	\$ 40.03	\$ 168.25
JEFFREY WU	19183 ITTABENA WAY	Finalled	22-75826-01-090	\$ 79.30	\$ 50.00	\$ 40.36	\$ 169.66
ROBIN FONTAINE	18975 INLET RD	Finalled	22-16950-02-260	\$ 83.89	\$ 50.00	\$ 41.80	\$ 175.69
ASHLEY FISCHER	5245 173RD ST W	Finalled	22-44078-15-175	\$ 89.04	\$ 50.00	\$ 43.40	\$ 182.44
SAREP SDOEUND BAGGOTT	18052 HARLOW PATH	Finalled	22-12013-03-030	\$ 122.69	\$ 50.00	\$ 53.91	\$ 226.60

SIVAKUMAR PANDIAN	8068 187TH ST W	Finalled	22-12014-06-050	\$ 129.94	\$ 50.00	\$ 56.17	\$ 236.11
DON NELSON	21232 INDEPENDENCE AVE	Finalled	22-84100-02-160	\$ 139.77	\$ 50.00	\$ 59.24	\$ 249.01
MARGARITA VARELA	6892 175TH ST W	Finalled	22-18304-05-010	\$ 142.98	\$ 50.00	\$ 60.24	\$ 253.22
TARA HELM	17753 Everest Ave	Finalled	22-42276-01-270	\$ 145.23	\$ 50.00	\$ 60.94	\$ 256.17
RYAN PROPERTY MANAGEMENT, LLC	16235 FINCH WAY	Finalled	22-21177-19-280	\$ 170.32	\$ 50.00	\$ 68.78	\$ 289.10
MELINDA PARROTT	9390 176TH ST W	Finalled	22-19406-02-020	\$ 178.13	\$ 50.00	\$ 71.21	\$ 299.34
ERIC OXFORD	16920 KENMORE DR	Finalled	22-37951-01-050	\$ 185.07	\$ 50.00	\$ 73.38	\$ 308.45
LYNSE PAASCH	17425 FONTANA PATH	Finalled	22-18301-04-110	\$ 205.68	\$ 50.00	\$ 79.81	\$ 335.49
VIREACK LONG	19280 INDORA TR	Finalled	22-73353-01-010	\$ 215.33	\$ 50.00	\$ 82.83	\$ 348.16
RAMANA TADI	18363 Greenstone Way	Finalled	22-12013-11-080	\$ 263.70	\$ 50.00	\$ 97.93	\$ 411.63
JAMES STAPLETON	5886 Upper 179th St W	Finalled	22-42277-03-080	\$ 307.12	\$ 50.00	\$ 111.48	\$ 468.60
ABDI NOOR IGAL	5721 UPPER 179TH ST W	Finalled	22-42275-03-120	\$ 935.19	\$ 50.00	\$ 307.54	\$ 1,292.73
			Totals	\$ 4,602.41	\$ 2,300.00	\$ 2,154.69	\$ 9,057.10

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- NUISANCE ABATEMENT
APRIL 7, 2025
EXHIBIT B

PID #	INVOICE DATES	SERV NAME/OWNER NAME	SERVICE ADDRESS	DESCRIPTION	INSPECTION FEE(S)	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	INTEREST THRU 2026	TOTAL AMOUNT TO BE CERTIFIED
22-88300-02-040	7/3/2024	DANA W. DEBORAH MCELWAIN	20855 HOLIDAY AVE	REINSPECTION FEE	\$ 200.00	\$ 3.00	\$ 203.00	\$ 50.00	\$ 253.00	\$ 78.98	\$ 331.98
22-27601-06-090	8/26/2024 & 10/29/2024	JAY A BARTA	7536 165TH ST W	REINSPECTION FEE	\$ 200.00	\$ 1.50	\$ 201.50	\$ 50.00	\$ 251.50	\$ 78.51	\$ 330.01
22-59500-02-050	12/9/2024	BONNIE M MECHURA	17091 FAIRHILL AVE	REINSPECTION FEE	\$ 100.00	-	\$ 100.00	\$ 50.00	\$ 150.00	\$ 46.82	\$ 196.82
22-18595-01-040	12/11/2024	TWIN FARM INVETMENTS LLC	16795 ILLINOIS AVE	REINSPECTION FEE	\$ 100.00	-	\$ 100.00	\$ 50.00	\$ 150.00	\$ 46.82	\$ 196.82
				Totals	\$ 600.00	\$ 4.50	\$ 604.50	\$ 200.00	\$ 804.50	\$ 251.13	\$ 1,055.63

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- FALSE ALARMS
APRIL 7, 2025
EXHIBIT C

PID #	INVOICE DATES	SERVICE NAME	SERVICE ADDRESS	DESCRIPTION	ALARM CHARGE	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	INTEREST THRU 2026	TOTAL AMOUNT TO BE CERTIFIED
22-73370-06-060	6/30/2024	LATANYA DANIELS	17947 GRESFORD LN	FALSE ALARM	\$ 70.00	\$ 2.15	\$ 72.15	\$ 50.00	\$ 122.15	\$ 38.13	\$ 160.28
22-11175-01-011	7/31/2024	FIRESIDE HEARTH & HOME	7571 215th St W	FALSE ALARM	\$ 50.00	\$ 0.75	\$ 50.75	\$ 50.00	\$ 100.75	\$ 31.45	\$ 132.20
22-11053-01-091	7/31/2024	CENTRAL SELF STORAGE	21002 HERON WAY	FALSE ALARM	\$ 35.00	\$ 0.53	\$ 35.53	\$ 50.00	\$ 85.53	\$ 26.70	\$ 112.23
22-11101-03-121	7/31/2024 & 8/31/2024	PARKER HANNIFIN	21337 HEMLOCK AVE	FALSE ALARM	\$ 85.00	\$ 1.28	\$ 86.28	\$ 50.00	\$ 136.28	\$ 42.54	\$ 178.82
22-26551-01-010	9/30/2024	FEDEX FREIGHT	9331 217TH ST	FALSE ALARM	\$ 35.00	\$ 0.53	\$ 35.53	\$ 50.00	\$ 85.53	\$ 26.70	\$ 112.23
22-76709-01-010	10/31/2024 & 12/01/2024	PETSUITE LAKEVILLE	18440 ORCHARD TRL	FALSE ALARM	\$ 70.00	\$ 1.06	\$ 71.06	\$ 50.00	\$ 121.06	\$ 37.79	\$ 158.85
22-13717-01-120	12/1/2024	AUGUSTIN, KATELYN & NICHOLAS	19655 HARBOR DR	FALSE ALARM	\$ 35.00	\$ 0.53	\$ 35.53	\$ 50.00	\$ 85.53	\$ 26.70	\$ 112.23
					\$ 380.00	\$ 6.83	\$ 386.83	\$ 350.00	\$ 736.83	\$ 230.01	\$ 966.84

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- TREE REMOVAL CHARGES
APRIL 7, 2025
EXHIBIT D

PID #	INVOICE DATES	SERVICE NAME	SERVICE ADDRESS	DESCRIPTION	TREE REMOVAL CHARGE	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	TOTAL AMOUNT TO BE CERTIFIED	TERM
22-11885-01-010	9/30/2024	FOURCROWN INC	17610 KENRICK AVE	TREE REMOVAL	\$1,500.00	\$0.00	\$1,500.00	\$50.00	\$1,550.00	\$1,550.00	2 years
					\$ 1,500.00	\$0.00	\$ 1,500.00	\$ 50.00	\$ 1,550.00	\$ 1,550.00	



Date: 4/7/2025

Lord of Life Townhomes Preliminary Plat, Variance, and Easement Vacation

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the preliminary plat of Lord of Life Townhomes, 2) a variance for cul-de-sac length and adoption of the findings of fact and 3) resolution vacating drainage and utility easements.

Overview

Representatives of Frisbie Properties, LLC have submitted a preliminary plat application and plans for Lord of Life Townhomes consisting of 24 twin home lots on 5.74 acres located south of Dodd Boulevard and east of Dodd Lane. The City Council approved comprehensive plan and Zoning map amendments on September 16, 2024 and an administrative subdivision was approved in November 2024 to split the land to be included in the preliminary plat from the church property. The Developer also submitted applications to request a variance to allow a cul-de-sac length in excess of 600 feet and for the vacation of public drainage and utility easements.

The Planning Commission held a public hearing at their March 20, 2025 meeting. There was no public comment and the Planning Commission unanimously recommended approval. The Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat at their March 19, 2025 meeting. The preliminary plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff.

Supporting Information

1. Preliminary Plat Resolution
2. Variance Form & Findings of Fact
3. Vacation Resolution
4. March 20, 2025 Draft Planning Commission minutes
5. March 19, 2025 Draft PRNRC minutes
6. March 11, 2025 Planning and Engineering Reports
7. Exhibits A-C Maps and plat
8. Exhibits D - F Civil Plans
9. Exhibits G - I Civil Plans
10. Exhibits J - K

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

Report Completed by: Heather Botten, Senior Planner

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 25-_____**

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF LORD OF LIFE TOWNHOMES**

WHEREAS, Frisbie Properties, LLC has requested approval of the preliminary plat of 24 twinhome lots to be known as **LORD OF LIFE TOWNHOMES**; legally described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing on the application at its March 20, 2025 meeting, preceded by published and mailed notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements and is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **LORD OF LIFE TOWNHOMES** preliminary plat is hereby approved subject to the following conditions:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. Outlot A will be deeded to the City with the final plat.
3. The twin home dwellings must demonstrate compliance with Zoning Ordinance requirements of Section 11-57-19 at the time of building permit issuance.
4. The landscape plan shall be revised to identify minimum shrub sizes, not plant pot size. Low growing shrubs shall be 18-24 inches tall and tall growing shrubs shall be 24-36 inches tall as required by Section 11-21-9 of the Zoning Ordinance. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
5. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
6. The Developer shall submit documents establishing a homeowner's association for ownership of the common lot and maintenance of said common lot and building exteriors.

The HOA documents must be reviewed and approved by the City Attorney and recorded with Dakota County prior to the issuance of building permits.

7. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.

ADOPTED by the Lakeville City Council this 7th day of April, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

EXHIBIT A

That part of Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 20.14 feet to the east line of said Lot 1 and said line there terminating.

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

VARIANCE NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville grants a variance to allow a cul-de-sac street length in excess of 600 feet in Lord of Life Townhomes.
2. Property. The variance is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Esprit Court, Lord of Life Townhomes
3. Conditions. The variance is issued subject to compliance with the terms and conditions set forth with the approval of the Lord of Life Townhomes preliminary plat.
4. Expiration. If the Lord of Life Townhomes final plat has not been submitted within one year after granting this variance, then the variance shall become null and void unless an extension has been granted by the City Council.

Dated: April 7, 2024

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 7th day of **April 2025**, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
LORD OF LIFE TOWNHOMES
VARIANCE
FINDINGS OF FACT AND DECISION

On April 7, 2025 the Lakeville City Council met at its regularly scheduled meeting to consider the application of Frisbie Properties, LLC for a variance to allow a cul-de-sac street length in excess of 600 feet. The Planning Commission conducted a public hearing on the variance application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 3, which guides the property for low/medium density residential use.
2. The subject site is zoned RST-2, Single and Two-Family Residential District.
3. The legal description of the property is Esprit Court as shown on the preliminary plat of Lord of Life Townhomes, City of Lakeville, Dakota County Minnesota.
4. Chapter 6 of the City of Lakeville Subdivision Ordinance provides that a variance shall not be approved unless failure to grant the variance will result in practical difficulties. The criteria and our findings regarding them are:

- A. That the variance would be consistent with the Comprehensive Plan.

Finding: The 2040 Comprehensive Plan includes a policy to plan, design, and develop a street system that reflects the highest standards and relates land use to transportation needs. The proposed cul-de-sac street exceeding 600 feet in length, is consistent with this policy.

- B. That the variance would be in harmony with the general purposes and intent of the Subdivision Ordinance.

Finding: The proposed length of the cul-de-sac is limited to the minimum extent necessary based on existing physical conditions of the property and requirements for street intersections effecting the design of the subdivision consistent with the intent of the Subdivision Ordinance regulations for cul-de-sac length.

- C. That the plight of the landowner is due to circumstances unique to the property not created by the landowner.

Finding: The request to allow the cul-de-sac length in excess of 600 feet is due to environmental constraints of an existing stormwater basin and a tributary creek that preclude street extensions and connections.

- D. That the purpose of the variance is not exclusively economic considerations.

Finding: The purpose of the variance is not based on economic considerations.

- E. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.

Finding: Approval of the variance will allow for development consistent with the overall character of the neighborhood.

- F. That the requested variance is the minimum action required to eliminate the practical difficulty.

Finding: The requested variance is the minimum deviation from the requirements of the Subdivision Ordinance necessary.

6. The report dated March 11, 2025 prepared by Heather Botten, Senior Planner is hereby incorporated.

DECISION

The City Council approves the variance in the attached form attached.

DATED: April 7, 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

(Reserved for Dakota County Recording Information)

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 that part of Lot 1, Block 1, Lord of Life Lutheran Church Addition, Dakota County, Minnesota, as described in Exhibit A.

2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

DATED this 7th day of **April 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 7th day of April **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

EXHIBIT A

That part of Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 20.14 feet to the east line of said Lot 1 and said line there terminating.

8. All grading, drainage, and erosion control plans shall be subject to review and approval by the City Engineer.
9. All utility plans are subject to review and approval by the City Engineer.
10. Outlot A shall be deeded to the Spirit of Brandtjen Farm 25th Addition sub-homeowner's association for ownership and maintenance
11. Park dedication requirements shall be satisfied as a cash fee in lieu of land as provided for by the SBF master Development Agreement at the time of final plat approval, if required.
12. Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the SBF Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1 and Outlot A shall be subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.
13. The developer shall execute a development contract with the City as drafted by City Attorney and subject to approval of the City Council concurrent with final plat approval.

Ayes: Tinsley, Kaluza, Majorowicz, Zimmer, Einck, Swenson, Traffas

Nays: 0

6. Lord of Life Townhomes

Chair Majorowicz opened the public hearing to consider the applications of Frisbie Properties, LLC/Lord of Life Townhomes for a preliminary plat for 24 twin home lots and one common area lot to be known as Lord of Life Townhomes, a variance for cul-de-sac street length, and vacation and re-dedication of certain public drainage and utility easements. The parcel to be developed is located east of Dodd Lane and south of Lord of Life Church, located at 16200 Dodd Lane.

Matt Frisbie introduced the project.

Senior Planner Heather Botten presented the staff report.

Chair Majorowicz opened the hearing to the public for comment.

There was no public comment.

Motion was made by Zimmer, seconded by Swenson to close the public hearing at 6:19 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission.

- Commissioner Zimmer asked if there were any areas of water. Mr. Frisbie stated that wet land delineation was completed. There are some lowlands which will be addressed with grading but no identified wetlands.

- Commissioner Traffas asked about the traffic impact. Mr. Frisbie stated it was discussed and they did not feel a traffic study was needed for the density of this project.

Motion was made by Swenson, seconded by Tinsley to recommend to City Council approval of the Lord of life Townhomes preliminary plat, variance and easement vacation, subject to the seven stipulations listed below:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. Outlot A will be deeded to the City with the final plat.
3. The twin home dwellings must demonstrate compliance with Zoning Ordinance requirements of Section 11-57-19 at the time of building permit issuance.
4. The landscape plan shall be revised to identify minimum shrub sizes, not plant pot size. Low growing shrubs shall be 18-24 inches tall and tall growing shrubs shall be 24-36 inches tall as required by Section 11-21-9 of the Zoning Ordinance. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
5. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
6. Prior to the issuance of building permits, the Developer shall submit documents establishing a homeowners association for ownership of the common lot and maintenance of said common lot and building exteriors. The HOA documents must be reviewed and approved by the City Attorney and recorded with Dakota County.
7. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.

Ayes: Kaluza, Majorowicz, Zimmer, Einck, Swenson, Traffas, Tinsley,

Nays: 0

~~7. Pumpkin Creek~~

Chair Majorowicz opened the public hearing to consider applications of Peter Knaeble for a preliminary plat and Zoning Map amendment to allow the development of 26 single-family residential lots to be known at Pumpkin Creek generally located east of Kenwood Trail (CSAH 50), west of Ipava Avenue and south of 185th Street (CSAH 60).

David Knaeble from Civil Sight Group introduced the project.

Ms. Botten presented the staff report.

Chair Majorowicz opened the hearing to the public for comment.

**CITY OF LAKEVILLE
PARKS, RECREATION & NATURAL RESOURCES COMMITTEE
MEETING MINUTES
March 19, 2025**

Committee Chair Weberg called the meeting to order at 6:01 p.m. in the City Council Chambers.

Members Present: Holly Weberg, Steven Henneberry, Lindsay Haneman, Monica Joubert

Members Absent: Daniel Volkosh, Erin Young, Shahid Nadeem, Surya Ganesan (alternate)

Staff Present: Parks and Recreation Director Joe Masiarchin, Environmental Resources Manager Mac Cafferty

1. Approval of February 19, 2025 minutes

A motion was made by Joubert, seconded by Volkosh to approve February 19, 2025 minutes with correction to citizen comments as communicated by staff.

Ayes: unanimous

2. Citizen comments

No citizens were present.

3. Lord of Life Townhomes Preliminary Plat, Easement Vacation and Variance

This preliminary plat consists of twenty-four twinhome lots and one common area lot within one block located west of Dodd Lane, south of Dodd Boulevard and east of Pilot Knob Road. The parcel is 5.74 acres with 0.42 acres being dedicated as Dodd Lane right-of-way. Development of the townhomes includes the construction of five-foot-wide concrete sidewalks with pedestrian curb ramps along both sides of Esprit Court. There are no wetlands on site and the preservation plan identified four significant trees that will be removed and replaced at a ratio of 2:1 per City ordinance.

Committee Member Weberg – Will additional screening between the higher density and single-family homes be included? Staff indicated that there is a channel and vegetation that will provide screening in addition to landscaping that the developer will be responsible for.

Motion was made by Haneman, seconded by Joubert to recommend to City Council approval of the Lord of Life Townhomes Preliminary Plat, Easement Vacation and Variance as presented in the March 11 Planning and Engineering reports.

Ayes: Unanimous

~~**4. Pumpkin Creek Preliminary Plat & Rezoning**~~

~~The proposed subdivision is located south and adjacent to 185th St. W., north of and adjacent to The Preserve of Lakeville Third Addition. The preliminary plat consists of twenty-six single-family lots on 20.03 acres. The developer is dedicating 1.28 acres as 185th St. W. right-of-way.~~

~~Four wetlands were identified on site totaling 1.6 acres, a replacement plan was submitted for review by the appropriate agencies. The proposed plan identifies impacts to 0.17 acres of wetland. Three outlots have been included as wetland and buffers and stormwater management basins that will be deeded to the City. The tree preservation plan identifies 548 total trees on site and proposes the preservation of 134 trees (25%). The park dedication will be collected in cash at the time of final plat.~~



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: March 11, 2025
Subject: Packet Material for the March 20, 2025 Planning Commission Meeting

Agenda Item: Lord of Life Townhomes

1. Preliminary Plat
2. Variance for cul-de-sac length
3. Easement Vacation

ACTION DEADLINE: April 8, 2025

BACKGROUND

Frisbie Properties, LLC representatives have submitted applications and plans for Lord of Life Townhomes consisting of 24 twin home lots on 5.74 acres located south of Dodd Boulevard and east of Dodd Lane. The City Council approved a comprehensive plan amendment and rezoning on September 16, 2024 to accommodate a twinhome development. An administrative subdivision was approved in November 2024 to allow the area of land to be included in the preliminary plat to be subdivided from the church property, which allowed the Developer to close on the property prior to obtaining preliminary plat approval. In conjunction with the preliminary plat, applications have been submitted for a variance for cul-de-sac length and for the vacation of public drainage and utility easements.

EXHIBITS:

- A. Site Location Map
- B. Zoning Map
- C. Preliminary Plat (2 pages)
- D. Existing Conditions
- E. Demolition Plan
- F. Erosion & Sediment Control Plan

- G. Site Dimension Plan
- H. Grading and Drainage Plan
- I. Landscape Plans (2 Pages)
- J. Easements To Be Vacated
- K. Architectural Building Elevations

PLANNING ANALYSIS

Existing Conditions. Lord of Life Lutheran Church decided to sell the south portion of the church property as the church no longer felt it necessary to preserve that area for future building and parking lot needs as originally planned when the church was constructed in 2006. The Lord of Life Lutheran Church was constructed prior to nearby residential development in the surrounding area.

The preliminary plat will require the vacation of drainage and utility easements on the current property, which will be contingent upon approval of a final plat. The vacated drainage and utility easements will be re-established as part of the Lord of Life Townhomes final plat.

Zoning and Surrounding Uses. The proposed project is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Lord of Life Lutheran Church	Public/Quasi Public	RS-3 District
South	Stormwater pond, Single-Family Homes	Restricted Development Low Density Residential	P/OS District RS-3 District
East	Tributary Creek Attached Townhomes	Restricted Development Medium/High Density Residential	P/OS District RM-2 District
West	Dodd Lane Single-Family Homes	Low Density Residential	ROW RS-3 District

PRELIMINARY PLAT

Consistency with the Comprehensive Plan. The Lord of Life Townhomes property is located in Planning District 3 of the 2040 Comprehensive Plan. The City Council approved an amendment of the land use designation from Public and Quasi-Public to Low/Medium Density Residential on September 5, 2024. The Metropolitan Council approved the land use amendment on October 8, 2024.

Consistency with the Capital Improvement Plan (CIP). The development costs associated with the Lord of Life Townhomes development are not programmed in the 2025– 2029 CIP. City

streets, sanitary sewer, and water utility improvements for the preliminary plat of Lord of Life Townhomes will be financed and constructed by the developer.

Consistency with Zoning. The property was rezoned from RS-3, Single-family Residential District to RST-2, Single and Two Family Residential District, in conjunction with the comprehensive plan amendment, to allow for a twin-home development.

Premature Subdivision Criteria. A preliminary plat may be deemed premature if any of the criteria listed in Chapter 10-2-4-1 of the Subdivision Ordinance exist. Eligible criteria pertain to a lack of adequate: drainage, water, streets, sanitary sewer, and public service capacity (police and fire protection). The other pertinent criteria pertain to inconsistencies with the City Comprehensive Land Use and Capital Improvement Plans (discussed above). Staff review of the Lord of Life Townhomes preliminary plat against these criteria finds that it is not a premature subdivision.

MUSA. The Lord of Life Townhomes preliminary plat is located within the current MUSA.

Lot Area. The RST-2 district requires a minimum of 5,000 square feet of lot area per unit. The Lord of Life Townhomes preliminary plat has an average of 10,418 square feet per unit for the townhome area, which exceeds the minimum lot area per unit requirements of the RST-2 District.

Outlots. There is one outlot, Outlot A, which is 0.41 acres, consisting of a stormwater management basin that will be deeded to the City with the final plat.

Park Dedication. The Parks, Trails, and Open Space Plan does not identify the need for park land within the Lord of Life Townhomes preliminary plat. Park dedication will be satisfied through a cash contribution to be paid at the time of final plat.

Twin Home Setbacks. Section 11-57-15.B.2 and 3 of the Zoning Ordinance establishes the minimum setback requirements for twin home dwellings within the RST-2 District shown in the table below. The preliminary plat plans comply with the setback requirements of the Zoning Ordinance.

Right of Way	20 feet 25 feet to garage face
Base Lot	30 feet
Between Buildings	14 feet

Streets. The preliminary plat includes construction of one public street, Esprit Court, which will be a permanent cul-de-sac street extending east from Dodd Lane. Additional detailed information is outlined in the Engineering Division report, dated March 11, 2025.

The Developer is requesting a variance for cul-de-sac length, which is addressed later in this report.

Street	Functional Classification	ROW	Roadway Width	Cul-de-Sac Length
Esprit Court	Local	60 feet	32 feet	638 feet

Sidewalks/Trails. The applicant is proposing five-foot-wide concrete sidewalks to be constructed on both sides of Esprit Court, which will connect to the public sidewalk on Dodd Lane.

Grading, Drainage, Erosion Control, and Utilities. Proposed grading, drainage, erosion control, and utilities for the Lord of Life Townhomes preliminary plat is shown on the submitted civil plans. All existing and new local utilities shall be placed underground.

Grading, Drainage, erosion control, and utilities details are outlined in the March 11, 2025 engineering report prepared by Alanna Sobottka, Civil Engineer and Mac Cafferty, Environmental Resources Manager. The Engineering Division recommends approval of the preliminary plat.

Landscaping. A landscape plan has been submitted for the Lord of Life Townhomes development, including landscaping around the foundations of the units.

All landscaped areas, including common open space, must have an inground irrigation system with an automatic controller. With the final plat, the Developer must provide information that the landscaping meets the requirements of Section 11-57-19.G of the Zoning Ordinance for minimum landscape value based on project value including building construction, site preparation, and site improvements. All landscaping shall be warranted for one year and guaranteed by financial security in the development contract at the time of final plat.

The landscape plan shall be amended to identify minimum shrub sizes, not plant pot size. Low growing shrubs shall be 18 to 24 inches and tall growing shrubs shall be 24 to 36 inches as required by Section 11-21-9 of the Zoning Ordinance.

Tree Preservation Plan. The plan identifies four significant trees on-site to be removed. The landscape trees along Dodd Lane will remain and will require tree protection fence be installed around them prior to grading activity.

Wetlands. No wetlands are located within the boundary of the Lord of Life Townhomes preliminary plat.

Homeowners Association. A homeowner's association will be required to be established for exterior maintenance of all townhome units as well as ownership and maintenance of the common area lot.

The Developer must provide documents establishing a homeowner's association (HOA) for review and approval by the City Attorney, then provide proof of recording the HOA documents, including deeding the common area lot to the HOA, prior to the issuance of building permits.

Townhouse Building Plans. The developer has submitted building elevations and floor plans for the 24 proposed twin home dwellings to evaluate compliance with design and construction standards established by Section 11-57.19- of the Zoning Ordinance.

- **Building Materials.** The exterior finish for the proposed townhouse building illustrates a stone wainscoting on the front of each building and the use of horizontal lap and board-and-batten composite siding on the balance of the front elevation and on the entire side and rear elevations. The proposed materials comply with Section 11-57-19.B of the Zoning Ordinance and exterior materials calculations required to be provided with the building permit submittal.
- **Garages.** Each townhouse dwelling is shown to have an attached garage that must be a minimum of 20 feet in width and a minimum of 540 square feet in area, based on interior dimensions, to comply with Section 11-57-19.C.

Signs. No subdivision identification monument signs are proposed with the Lord of Life Townhomes preliminary plat. All signs require a permit and shall comply with the Zoning Ordinance.

Neighborhood Meeting. The developer hosted a neighborhood meeting on June 10, 2024 at Lord of Life Lutheran Church. Community Development and Engineering Division staff were also in attendance and approximately 20 people attended the meeting. Attendees asked about the ownership status of the units (for sale vs rental), anticipated home value, size and design of the units, and whether and HOA would be established.

Public Easement Vacation. The existing parcel includes drainage and utility easements along the south property line and portions of the east and west property lines. As is the City's practice, the existing public drainage and utility easements will be vacated and re-dedicated on the final plat.

Cul-de-Sac Variance. The Developer has requested a variance to the maximum length for Esprit Court to exceed the 600-foot maximum length established by ordinance. The proposed length of the street is 638 feet from the centerline of the intersecting street to the center of the turnaround radius. The variance is warranted based on the limited nature of the additional length requested while maximizing the buildable area of property.

RECOMMENDATION

Community Development staff recommends approval of the Lord of Life Townhomes preliminary plat, variance, and easement vacation, subject to the following stipulations:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. Outlot A will be deeded to the City with the final plat.
3. The twin home dwellings must demonstrate compliance with Zoning Ordinance requirements of Section 11-57-19 at the time of building permit issuance.

4. The landscape plan shall be revised to identify minimum shrub sizes, not plant pot size. Low growing shrubs shall be 18-24 inches tall and tall growing shrubs shall be 24-36 inches tall as required by Section 11-21-9 of the Zoning Ordinance. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
5. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
6. Prior to the issuance of building permits, the Developer shall submit documents establishing a homeowners association for ownership of the common lot and maintenance of said common lot and building exteriors. The HOA documents must be reviewed and approved by the City Attorney and recorded with Dakota County.
7. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.

Findings of fact for the variance are attached for your consideration.



Memorandum

To: Heather Botten, Senior Planner
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: March 11, 2025
Subject: Lord of Life Townhomes

- Preliminary Plat
- Preliminary Grading and Erosion Control Plan
- Preliminary Landscape Plan
- Preliminary Utility Plan

BACKGROUND

Frisbie Companies has submitted a preliminary plat named Lord of Life Townhomes. The parent parcel (PID No. 22-46300-01-012) consists of Lot 1, Block 1 Lord of Life Lutheran Church Addition and is zoned RST-2, Single and Two Family Residential District. The proposed development is located west of and adjacent to Dodd Lane, south of Dodd Boulevard, and east of Pilot Knob Road.

The preliminary plat consists of 24 twinhome lots and one common area lot within one block, with one outlot on 5.74 acres. The Developer is dedicating 0.42 acres for Dodd Lane right-of-way.

The outlot created with the preliminary plat shall have the following use:

Outlot A: Stormwater management basin; deeded to City (0.41 acres)

The proposed development will be completed by:

Developer: Frisbie Companies

Engineer: Kimley-Horn

SITE CONDITIONS

The site consists of undeveloped land. Lord of Life Lutheran Church lies to the north and adjacent to the parcel. Various residential developments lie to the east, south, and west of the site. The site is located within the North Creek Stormwater District with the site generally draining north to south.

STREET AND SUBDIVISION LAYOUT

Dodd Lane

Lord of Life Townhomes is located east of and adjacent to Dodd Lane, a City roadway classified as a local road. No additional right-of-way dedication is required on the preliminary plat.

Dodd Lane is constructed as a two-lane undivided rural roadway, with a five-foot-wide sidewalk along the both sides.

Esprit Court

Development of Lord of Life Townhomes includes the construction of Esprit Court, a City roadway classified as a local road. Esprit Court is designed as a 32-foot-wide urban local roadway with a concrete sidewalk along both sides, within a 60-foot wide right-of-way.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be from Dodd Boulevard. Construction traffic shall not be permitted south of the development.

PARKS, TRAILS AND SIDEWALKS

Development of Lord of Life Townhomes includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, shall be installed along both sides of Esprit Court.

The Park Dedication requirement will be reviewed with the final plat submittal.

UTILITIES

SANITARY SEWER

Lord of Life Townhomes is located within subdistrict NC-20040 of the North Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M643A. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of Lord of Life Townhomes includes construction of public sanitary sewer. Sanitary sewer will extend within the subdivision from an existing manhole located within Dodd Lane, at the west plat boundary.

The Sanitary Sewer Availability Charge has been collected on the parent parcel.

WATERMAIN

Development of Lord of Life Townhomes includes construction of public watermain. Watermain will extend within the subdivision from an existing stub located within Dodd Lane, at the west plat boundary.

DRAINAGE AND GRADING

Lord of Life Townhomes is located within subdistrict NC-15 of the North Creek stormwater district.

Development of Lord of Life Townhomes includes grading modifications to an existing public stormwater management basin. The modifications lie within Outlot A, the existing basin is located off-site in Outlot B of Fieldstone Creek 1st Addition and provides rate control of stormwater runoff generated from the site. The stormwater management design is consistent with the City's stormwater management ordinance.

The Developer must certify to the City that all lots with house 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 development phases and lot descriptions, and an as-built certified grading plan must be submitted and approved by City staff.

Lord of Life Townhomes contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Lord of Life Townhomes includes the construction of public storm sewer systems. Storm sewer will be constructed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot A, Lord of Life Townhomes and Outlot B, Fieldstone Creek 1st Addition.

The Storm Sewer Charge has been collected on the parent parcel.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Lord of Life Townhomes is shown on the Flood Insurance Rate Map (Map Nos. 27037C0208E; 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 on the site.

TREE PRESERVATION

The plan identifies 4 significant trees on-site to be removed. The landscape trees along Dodd Lane will remain and will require tree protection fence be installed around them prior to grading activity.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

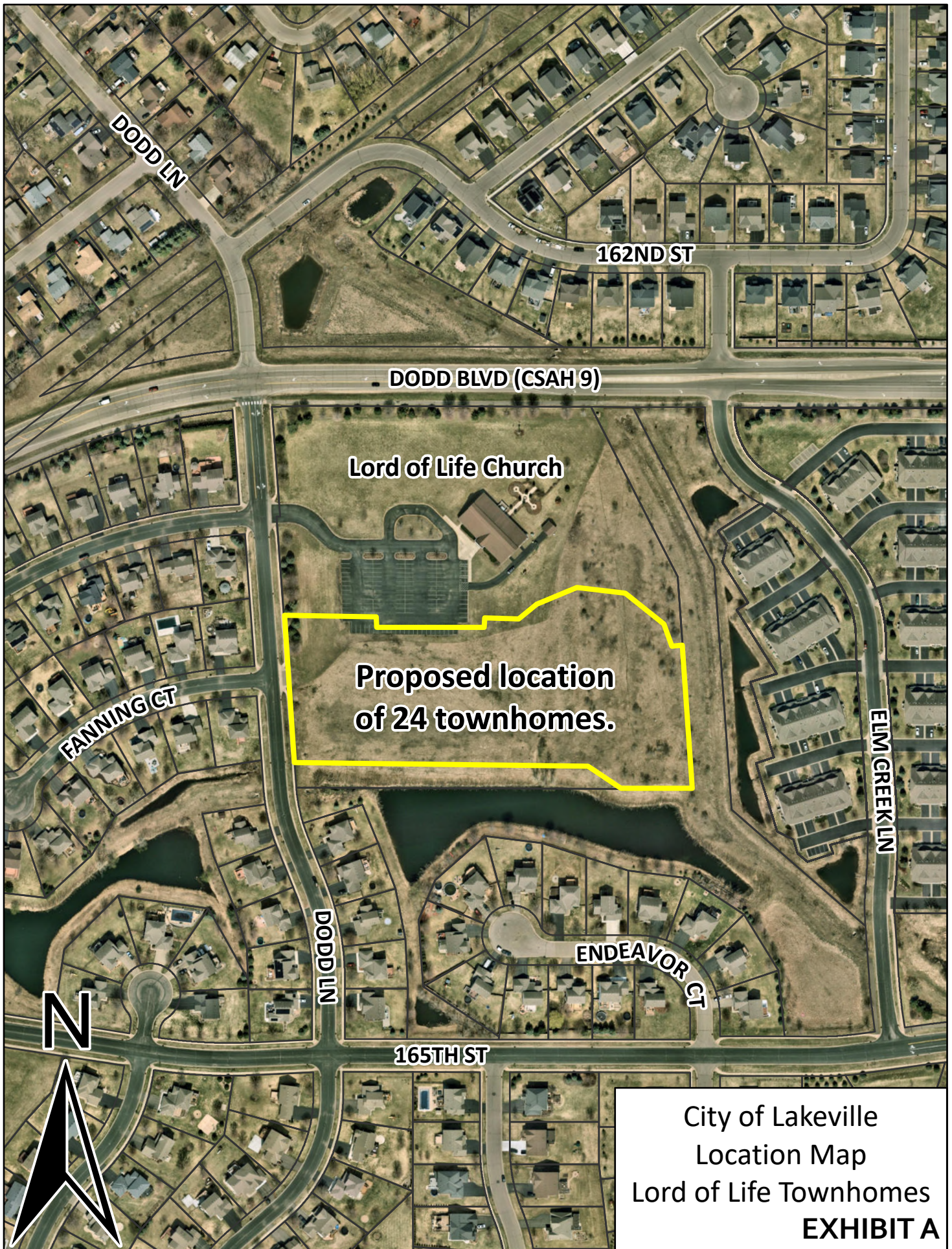
EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. An on-site preconstruction meeting shall be held with the City prior to the issuance of a grading permit. The developer shall be responsible for the establishment of native vegetation along all stormwater treatment basin slopes that were disturbed. This will require a minimum of 2 years of maintenance to ensure establishment.

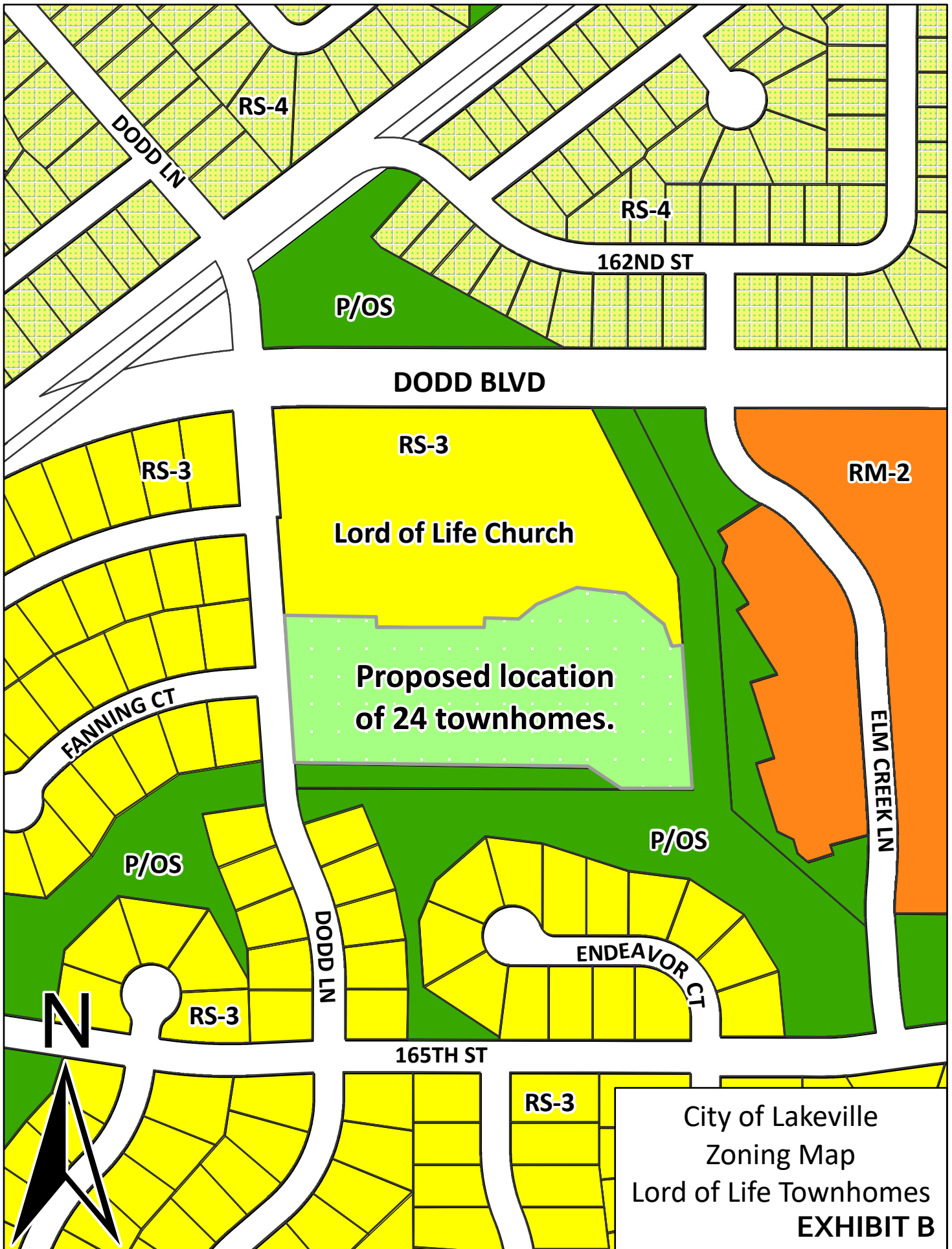
The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat.

RECOMMENDATION

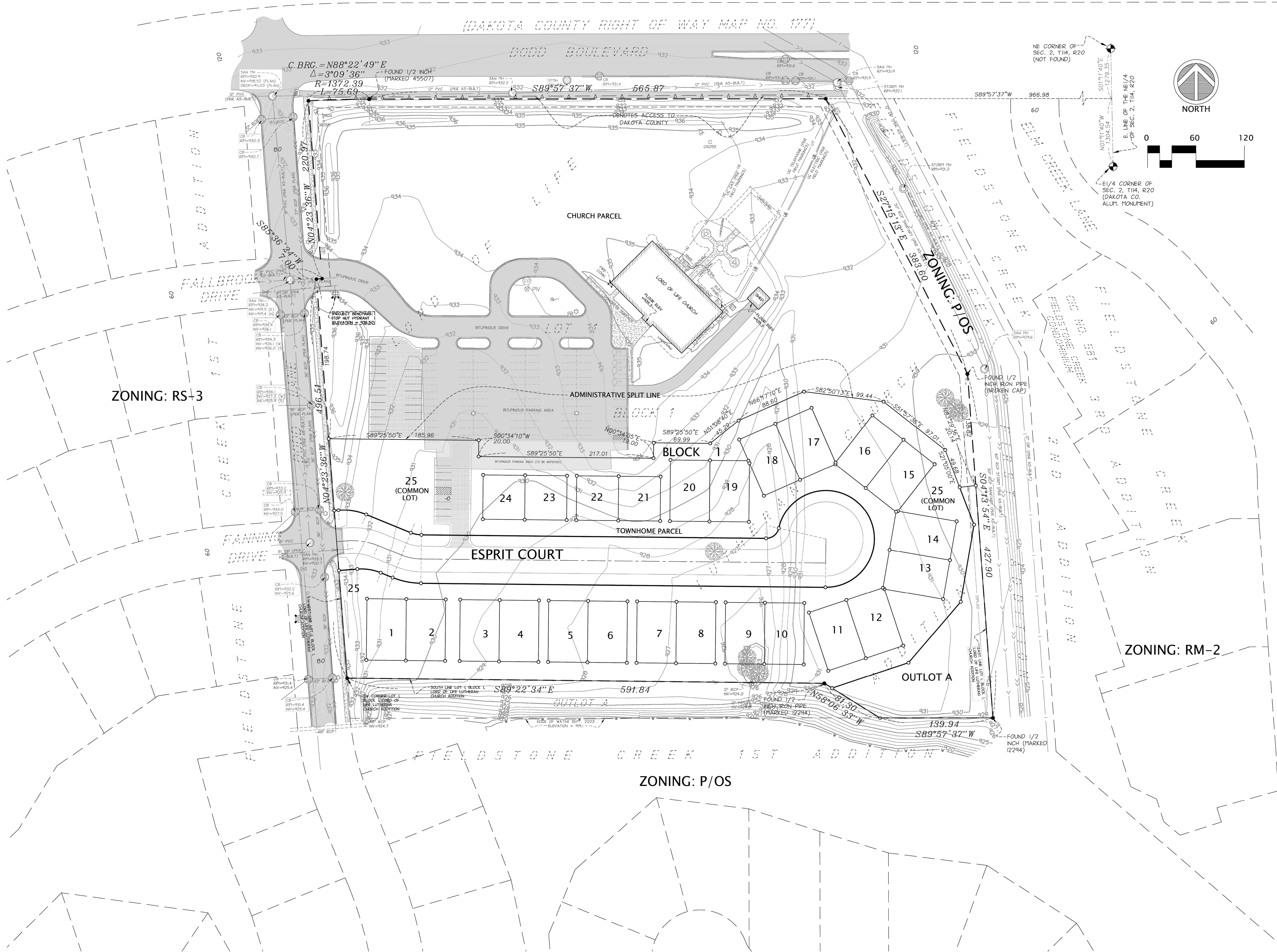
Engineering recommends approval of the Lord of Life Townhomes preliminary plat, preliminary grading and erosion control plan, preliminary utility plan, and preliminary landscape plan subject to the requirements and stipulations within this report.



City of Lakeville
Location Map
Lord of Life Townhomes
EXHIBIT A



ZONING: P/OS D O D D C R O S S I N G



LEGAL DESCRIPTION:
(LEGAL DESCRIPTION PER ALTA LOAN POLICY NO. CP70827)
Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota. Abstract Property.
*SEE MINOR SUBDIVISION SHEET FOR PROPOSED LEGAL DESCRIPTIONS FOR THE CHURCH AND TOWNHOME PARCELS.

TITLE NOTES:
The following exceptions appear on the Commercial Partners, a division of Chicago Title Insurance Company, Title Loan Policy No. CP70827, having an effective date of October 24, 2022:
12. Rights of Access and Drainage and Utility Easements per plat of LORD OF LIFE LUTHERAN CHURCH ADDITION Doc. No. 2472800. (SHOWN GRAPHICALLY).
13. Development Contract per Doc. No. 2472802. (NOT SHOWN - COVERS ENTIRE PARCEL).
14. Conditional Use Permit No. 06-10 per Doc. No. 2472803. (NOT SHOWN - COVERS ENTIRE PARCEL).

AREA:
PARCEL AREA = 556,666 SQ. FT. / 12.78 ACRES

ZONING AND SETBACKS:
(ZONING INFORMATION PER PROJECT ENGINEER SEPT. 2024)
ZONING RS2 - SINGLE AND 2 FAMILY.

PROPOSED LOT AREA TABULATION:

LOT NO.	AREA (SQ. FT.)
LOT 1	3711
LOT 2	3711
LOT 3	3711
LOT 4	3711
LOT 5	3711
LOT 6	3711
LOT 7	3711
LOT 8	3711
LOT 9	3711
LOT 10	3711
LOT 11	3724
LOT 12	3723
LOT 13	3723
LOT 14	3723
LOT 15	3723
LOT 16	3723
LOT 17	3723
LOT 18	3724
LOT 19	3723
LOT 20	3724
LOT 21	2860
LOT 22	2860
LOT 23	2860
LOT 24	2860
LOT 25	100666
OUTLOT A	18074
ROW	45631
TOTAL TOWNHOME DEV.	250154
CHURCH LOT REMAINING	306512

PROPOSED EASEMENT DETAIL
PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:
(NOT TO SCALE)
Being 10.00 feet in width and adjoining public ways and 10.00 feet in width and adjoining rear lot lines, unless otherwise shown on this plat.

LEGEND

● FOUND MONUMENT	⚡ FIRE DEPT. CONNECTION
○ SET 1/2" IRON PIPE MARKED RLS NO. 25718	⚡ HYDRANT
⌘ CABLE TV PEDESTAL	⌘ CURB STOP
⌘ AIR CONDITIONER	⌘ WATER WELL
⌘ ELECTRIC MANHOLE	⌘ WATER MANHOLE
⌘ ELECTRIC METER	⌘ WATER METER
⌘ ELECTRIC PEDESTAL	⌘ POST INDICATOR VALVE
⌘ ELECTRIC TRANSFORMER	⌘ WATER VALVE
⌘ LIGHT POLE	⌘ FLAG POLE
⌘ GUY WIRE	⌘ MAIL BOX
⌘ POWER POLE	⌘ TRAFFIC SIGN
⌘ GAS MANHOLE	⌘ UNKNOWN MANHOLE
⌘ GAS METER	⌘ SOIL BORING
⌘ TELEPHONE MANHOLE	⌘ SPOT ELEVATION
⌘ TELEPHONE PEDESTAL	⌘ TRAFFIC SIGNAL
⌘ SANITARY CLEANOUT	☀ CONIFEROUS TREE
⌘ SANITARY MANHOLE	☀ DECIDUOUS TREE
⌘ CATCH BASIN	
⌘ STORM DRAIN	
⌘ FLARED END SECTION	
⌘ STORM MANHOLE	
⌘ UNDERGROUND ELECTRIC	
⌘ UNDERGROUND CABLE TV	
⌘ UNDERGROUND FIBER OPTIC	
⌘ UNDERGROUND TELEPHONE	
⌘ OVERHEAD UTILITY	
⌘ UNDERGROUND GAS	
⌘ STORM SEWER	
⌘ SANITARY SEWER	
⌘ ELEVATION	
⌘ CONTOURS	

UNDERGROUND UTILITIES NOTES:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER(S) 232344384. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.



SURVEY NOTES:
1. BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE DAKOTA COUNTY SURVEYORS OFFICE AND THE PLAT OF RECORD..
2. UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF LAKEVILLE ENGINEERING DEPARTMENT AND THE METCOUNCIL.
3. THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.
4. FIELD WORK CONDUCTED SEPTEMBER 2023.

BENCHMARKS
ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE MNDOT GEODETIC WEBSITE. SURVEY DISK DAKOTA RESET WITH AN ELEVATION OF 952.47 WAS USED TO ESTABLISH VERTICAL CONTROL FOR THIS SURVEY (NAVD 88)
PROJECT BENCHMARK SHOWN ON GRAPHICALLY ON SURVEY.

FLOOD INFORMATION:
THIS PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NUMBER 27037C0208E HAVING AN EFFECTIVE DATE OF DECEMBER 2ND 2011. IMPRINTED PANEL.

EXHIBIT C

LORD OF LIFE LUTHERAN CHURCH TOWNHOMES

DESIGN CONTACT:
Alan Catchpool
KIMLEY-HORN
767 Eustis Street
Suite 100
St. Paul, MN 55114
Email: alan.catchpool@kimley-horn.com
Phone: 651 393 6164

DEVELOPER:
Matt Frisbie, AIA
Frisbie Companies
matt@frisbiecompanies.com
Cell: 612-770-5784

OWNER: Lord of Life Lutheran Church

COUNTY/CITY:
DAKOTA COUNTY
CITY OF LAKEVILLE

REVISIONS:

DATE	REVISION
10-17-2024	INITIAL ISSUE
10-21-2024	UPDATES
11-11-2024	UPDATES
11-15-2024	ROW/SETBACK
01-27-2025	CITY REV'S
02-24-2025	CITY REV'S

CERTIFICATION:
I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.
Daniel L. Thurmes Registration Number: 25718
Date: 10-17-2024

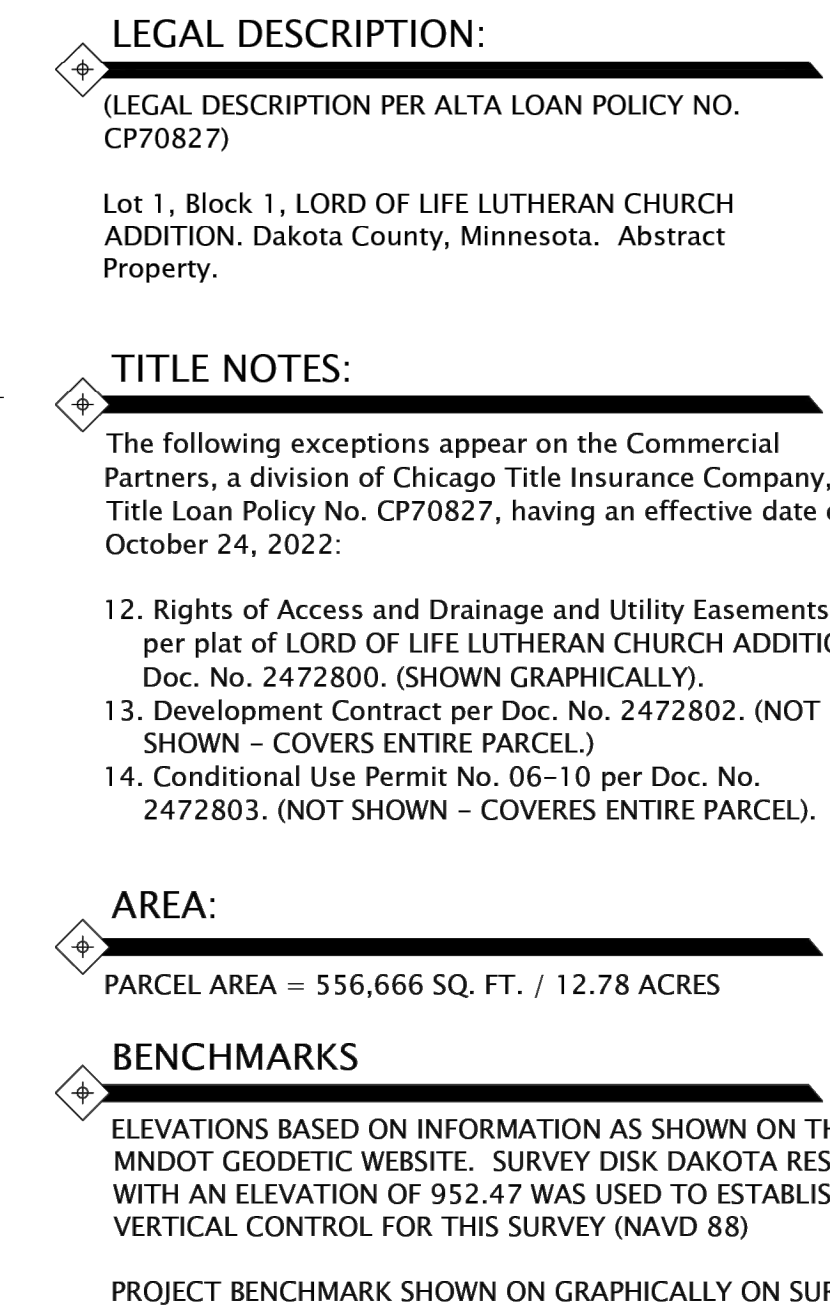
PROJECT LOCATION:
16200 DODD LANE
PID#22-46300-01-010

Suite #200
1970 Northwestern Ave
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURVKH22
PROJECT NO. KH23022

PRELIMINARY PLAT



CONTACT:

Alan Catchpool
KIMLEY-HORN
767 Eustis Street
Suite 100
St. Paul, MN 55114
Email: alan.catchpool
@kimley-horn.com
Phone: 651 393 6164

COUNTY/CITY:

DAKOTA
COUNTY

CITY OF
LAKEVILLE

^ SURVEY NOTES:

1. BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE DAKOTA COUNTY SURVEYORS OFFICE AND THE PLAT OF RECORD..
2. UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF LAKEVILLE ENGINEERING DEPARTMENT AND THE METCOUNCIL.
3. THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.
4. FIELD WORK CONDUCTED SEPTEMBER 2023.

^ UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE. THE INFORMATION IS NOT GUARANTEEABLE. THIS SURVEY HAS NOT BEEN PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER(S) 232344384. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.

REVISIONS:

DATE	REVISION
09-18-2023	INITIAL ISSUE
09-21-2023	TITLE UPDATE

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.


Daniel L. Thurmes Registration Number: 25718
Date: 09-18-2023

PROJECT LOCATION:

16200
DODD LANE
PID#22-46300-01-010

Suite #200
1970 Northwestern Ave
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@
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net

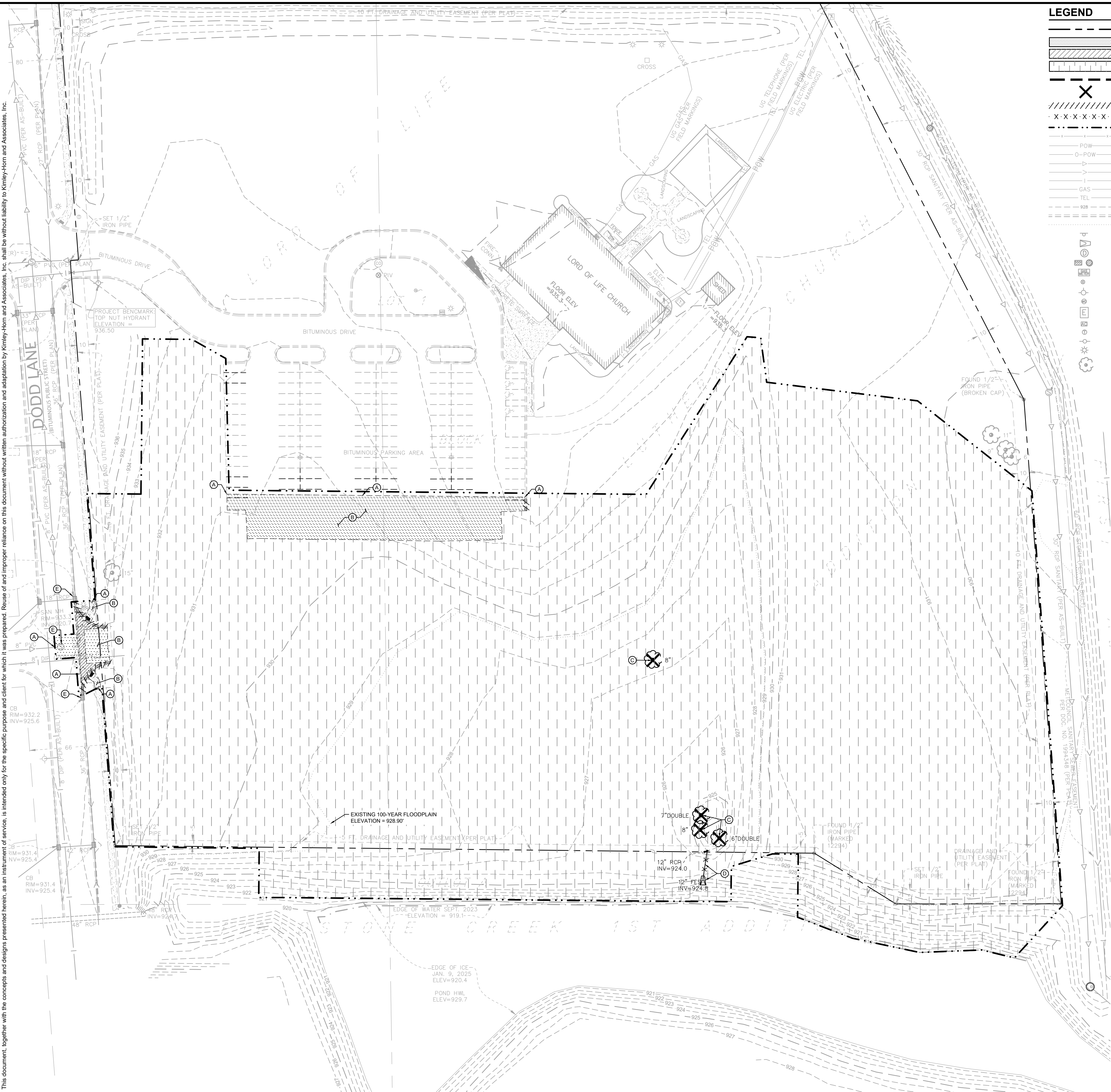
CORNERSTONE
LAND SURVEYING, INC.

FILE NAME	SURVKH2
PROJECT NO.	KH2302

BOUNDARY/TOPOGRAPHIC SURVEY

EXHIBIT D

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

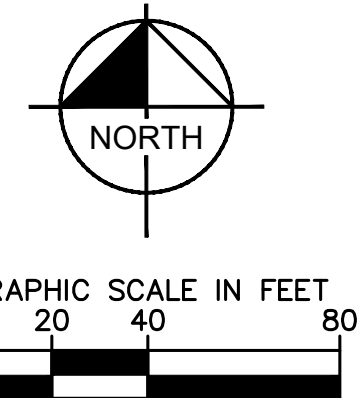
	PROPERTY LINE
	REMOVE BITUMINOUS SURFACE
	REMOVE CONCRETE SURFACE
	CLEARING & GRUBBING
	FULL DEPTH SAWCUT
	REMOVE TREE
	REMOVE CONCRETE CURB & GUTTER
	REMOVE UTILITY LINES
	LIMITS OF CONSTRUCTION
	EXISTING CHAINLINK FENCE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD UTILITY
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING WATERMAIN
	EXISTING GAS MAIN
	EXISTING UNDERGROUND TELEPHONE
	EXISTING CONTOUR
	EXISTING CURB & GUTTER
	EXISTING 100-YR FLOODPLAIN
	EXISTING SIGN
	EXISTING FLARED END SECTION
	EXISTING STORM MANHOLE
	EXISTING STORM CATCHBASIN
	EXISTING GAS METER
	EXISTING POST INDICATOR VALVE
	EXISTING HYDRANT
	EXISTING METAL COVER
	EXISTING ELECTRICAL METER
	EXISTING AIR CONDITIONER
	EXISTING TELEPHONE MANHOLE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING TREE

DEMOLITION PLAN NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS ON THE PLANS CAN BE CONSTRUCTED. FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE PROJECT DOCUMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER AND IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEMOLITION AND DISPOSAL FROM THE APPROPRIATE LOCAL AND STATE AGENCIES. CONTRACTOR SHALL PROVIDE COPIES OF THE PERMIT AND RECEIPTS OF DISPOSAL OF MATERIALS TO THE OWNER AND OWNERS REPRESENTATIVE, INCLUDING THE TYPE OF DEBRIS AND LOCATION WHERE IT WAS DISPOSED.
- THE CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND COORDINATION WITH THE ADJACENT PROPERTIES AND/OR THE CITY.
- THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANIES TO PROVIDE LOCATIONS OF EXISTING UTILITIES WITHIN PROPOSED WORK AREA.
- EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE BASED ON AVAILABLE RECORD PLAN DATA AND/OR FIELD UTILITY MARKINGS AND ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION. ADDITIONAL UNMARKED OBSTACLES MAY EXIST ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED UNDERGROUND FEATURES. GIVE NOTICE TO AFFECTED UTILITY COMPANIES REGARDING REMOVAL OF SERVICE LINES AND CAP ANY ABANDONED LINES BEFORE PRECEDING WITH THE PROPOSED WORK.
- ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN ANY ROAD RIGHT-OF-WAY DURING CONSTRUCTION.
- CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC. (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. MAINTENANCE OF TRAFFIC CONTROL SHALL BE COORDINATED IN ACCORDANCE WITH THE CITY, COUNTY, AND STATE DOT AS NECESSARY.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL NOTIFY ADJACENT PROPERTY OWNERS IF ACCESS WILL BE INTERRUPTED OR ALTERED AT ANY TIME DURING CONSTRUCTION.
- PRIOR TO THE START OF DEMOLITION, INSTALL EROSION CONTROL BMP'S IN ACCORDANCE WITH THE EROSION & SEDIMENT CONTROL PLANS / SWPPP.
- CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT OR CURB, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE CITY WATER AND FIRE DEPARTMENTS TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE AND SURROUNDING PROPERTIES THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
- IN THE EVENT A WELL IS FOUND, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND OWNER IMMEDIATELY. ALL WELLS SHALL BE SEALED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH STATE REQUIREMENTS.
- IN THE EVENT THAT UNKNOWN CONTAINERS OR TANKS ARE ENCOUNTERED, THE CONTRACTOR SHALL CONTACT THE OWNER AND/OR OWNERS REPRESENTATIVE IMMEDIATELY. ALL CONTAINERS SHALL BE DISPOSED OF AT A PERMITTED LANDFILL PER THE PROJECT DOCUMENTS.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY EXISTING DRAIN TILE IS ENCOUNTERED ON SITE. ACTIVE DRAIN TILE SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE ENGINEER.
- IF CONTAMINATED MATERIAL IS ENCOUNTERED ON THE PROJECT SITE, THE CONTRACTOR SHALL STOP WORK AND NOTIFY THE OWNER AND ENGINEER IMMEDIATELY.

KEYNOTE LEGEND

- (A) SAWCUT EXISTING PAVEMENT
- (B) REMOVE EXISTING PAVEMENT
- (C) REMOVE EXISTING TREE
- (D) REMOVE EXISTING UTILITY STRUCTURE
- (E) PROTECT EXISTING UTILITY STRUCTURE



LORD OF LIFE TOWNHOMES

PREPARED FOR
FRISBIE PROPERTIES, LLC

SITE DEMOLITION
PLAN

KHA PROJECT
160222003

DATE
03/03/2025

SCALE
AS SHOWN

DESIGNED BY
RWC

DRAWN BY
RWC

CHECKED BY
ALC

VERIFIED SURVEY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE
03/03/2025

LIC. NO.
47969

ALAN CATCHPOLE, P.E.

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

767 EULIST STREET, SUITE 100, ST. PAUL, MN 55114

PHONE 651-465-4197

WWW.KIMLEY-HORN.COM

CITY COMMENTS

CITY COMMENTS

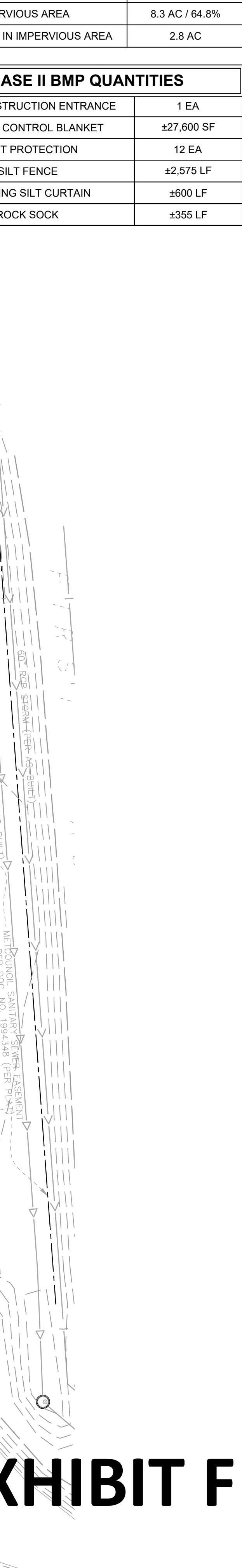
CITY COMMENTS

NO.

REVISIONS

DATE

SHEET NUMBER
C200



PHASE II BMP QUANTITIES	
ROCK CONSTRUCTION ENTRANCE	1 EA
EROSION CONTROL BLANKET	±27,600 SF
INLET PROTECTION	12 EA
SILT FENCE	±2,575 LF
FLOATING SILT CURTAIN	±600 LF
ROCK SOCK	±355 LF

	ROCK ENTRANCE
	EROSION CONTROL BLANKET
	INLET PROTECTION
	SILT FENCE
	LIMITS OF DISTURBANCE
	ROCK SOCK

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS AND THE SPECIFICATIONS. THE SWPPP IS SUBJECT TO THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH LAND DISTURBING ACTIVITIES SHALL OBTAIN A COPY OF THE SWPPP AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT, AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE AND LOCAL REQUIREMENTS, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY, ENGINEER OR OWNER.
4. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO A PUBLIC ROADWAY FROM THE CONSTRUCTION SITE MUST BE REMOVED WITHIN 24 HOURS. WHEN WASHING IS REQUIRED TO BE COMPLETED PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ANY FINES IMPOSED FOR DISCHARGING SEDIMENT ONTO A PUBLIC RIGHT OF WAY SHALL BE PAID BY THE CONTRACTOR.
5. TEMPORARY SEEDING OR OTHER APPROVED METHODS OF STABILIZATION SHALL BE INITIATED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON ANY AREA OF THE SITE.
6. THE CONTRACTOR SHALL MINIMIZE LAND DISTURBANCE AND CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON THE PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER FROM THE CONSTRUCTION SITE (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED BEFORE DISPOSAL.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. RUBBISH SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. STAGING AREAS, STOCKPILES, SPOILS, ETC. SHALL BE LOCATED OUTSIDE OF DRAINAGE WAYS SUCH THAT STORM WATER RUNOFF WILL NOT BE ADVERSELY AFFECTED. PROVIDE STABILIZATION MEASURES SUCH AS PERIMETER EROSION CONTROL, BMP'S, SEEDING, OR OTHER COVERING AS NECESSARY TO PREVENT EROSION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL BMP DISTURBED DURING CONSTRUCTION OPERATIONS. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES THAT MAY LEAD TO UNAUTHORIZED DISCHARGE OF STORM WATER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE (BUT ARE NOT LIMITED TO) EXCESS CONCRETE DUMPING, CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUELS, LUBRICANT OILS, PESTICIDES, AND SOLID WASTE MATERIALS.
14. EROSION CONTROL BMP'S SHOWN ON THESE PLANS SHALL BE INSTALLED PRIOR TO THE START OF LAND-DISTURBING ACTIVITIES ON THE PROJECT, AND INITIATED AS SOON AS PRACTICABLE.
15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION, AND SHALL MAINTAIN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS FOR THE DURATION OF CONSTRUCTION.
16. THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BARRIERS AND PREVENTIVE MEASURES TO PREVENT DISCHARGE FROM THE CONSTRUCTION SITE. LOG AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLANS WITHIN THE SWPPP DOCUMENTS STORED IN THE JOB SITE TRAILER.

THE CONTRACTOR MUST UPDATE THE SWPPP BY NOTING ON THE SITE MAPS IN THE JOB SITE BINDER TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE FOR THE DURATION OF LAND DISTURBING ACTIVITIES. AT A MINIMUM, UPDATES SHALL BE MADE DAILY TO TRACK CONSTRUCTION PROGRESS DESCRIBED IN THE SEQUENCE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR NOTING THE LOCATION OF THE JOB SITE TRAILER, TEMPORARY PARKING & LAYDOWN AREAS, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL & MATERIAL STORAGE, SOLID WASTE CONTAINERS, AND OTHER CONSTRUCTION RELATED FACILITIES THAT MAY IMPACT STORMWATER RUNOFF.

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

1. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION. DENUDED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE.
2. INSTALL SLATES, UNDERDRAINS, STORM SEWERS, UNDERGROUND SYSTEM, CURBS AND GUTTERS.
3. INSTALL APPROPRIATE INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
4. SUFFICIENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE AND INSTALL STRIPING.
7. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
8. OBTAIN CONCURRENCE WITH THE CIVIL ENGINEERING CONSULTANT THAT THE SITE HAS BEEN FULLY STABILIZED THEN:
 - a. REMOVE OR REDUCE ANY TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.
 - b. STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF BMPs.

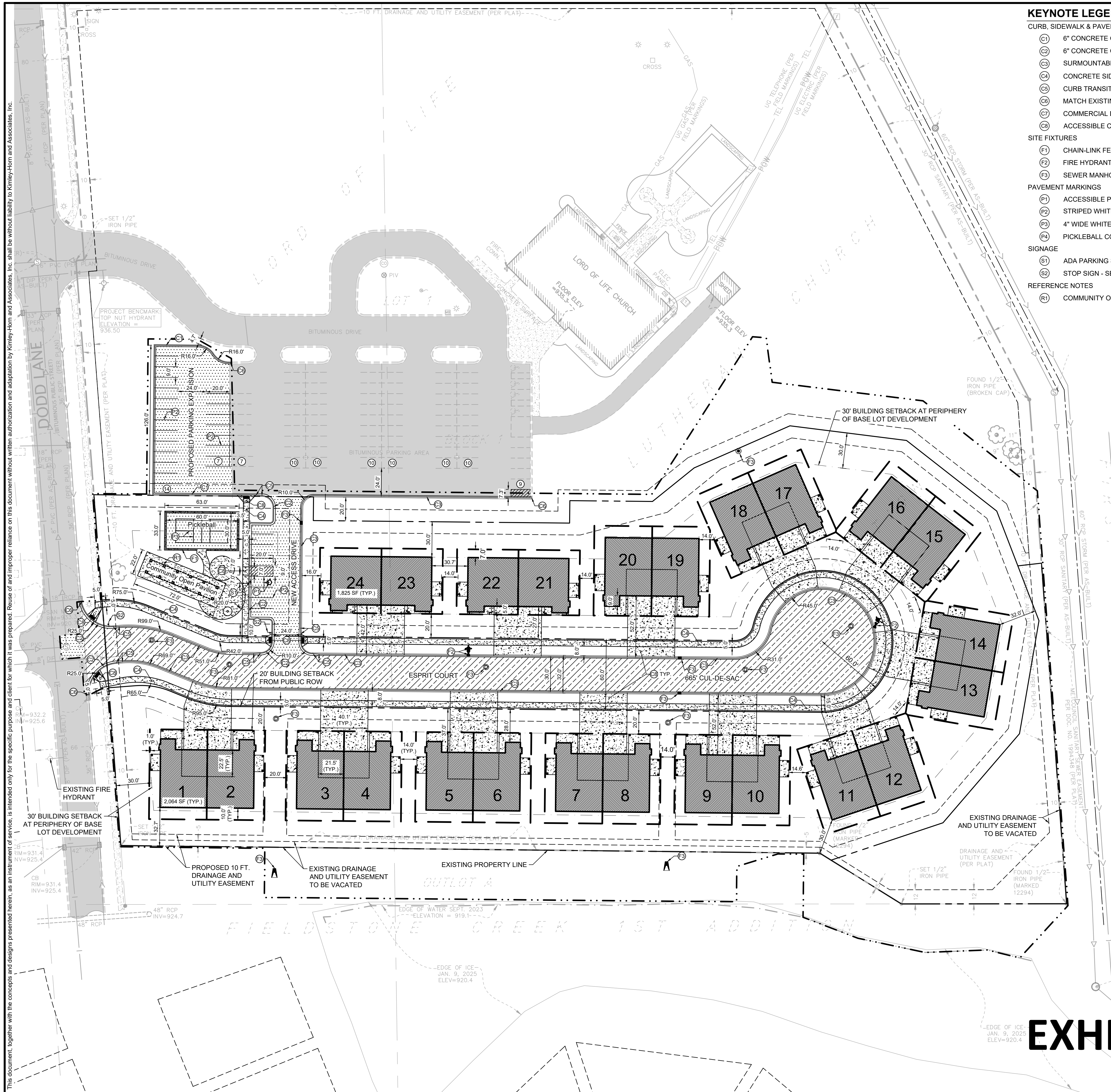
NOTE: THE SEQUENCE OF CONSTRUCTION SHOWN ABOVE IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE SEQUENCING OF CONSTRUCTION DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.



Know what's **below**.
Call before you dig.

SHEET NUMBER		LORD OF LIFE TOWNHOMES		EROSION AND SEDIMENT CONTROL PLAN - PHASE 2		MINN		LAKEVILLE	
C301		PREPARED FOR		FRISBIE PROPERTIES, LLC					
		KHA PROJECT		SCALE AS SHOWN		I HEREBY CERTIFY THAT THIS PLAN, SCALE, AND DATE, 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.		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE: 651-545-4197 WWW.KIMLEY-HORN.COM	
160222003		DATE		DESIGNED BY				CITY COMMENTS	
03/03/2025				RWC		ALAN CATICHOPOULOS, P.E.		CITY COMMENTS	
		CHECKED BY		DRAWN BY		DATE: 03/03/2025		CITY COMMENTS	
		ALC		RWC		MN LIC. NO. 47869		CITY COMMENTS	
								REVISIONS	
								DATE	
								BY	

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KEYNOTE LEGEND

CURB, SIDEWALK & PAVEMENT

- (C1) 6" CONCRETE CURB & GUTTER (B612) - SEE DETAIL
- (C2) 6" CONCRETE CURB & GUTTER (B618) - SEE DETAIL
- (C3) SURMOUNTABLE CURB & GUTTER (D412) - SEE DETAIL
- (C4) CONCRETE SIDEWALK - SEE DETAIL
- (C5) CURB TRANSITION - SEE GRADING PLAN
- (C6) MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
- (C7) COMMERCIAL DRIVEWAY APRON - SEE DETAIL
- (C8) ACCESSIBLE CURB RAMP - SEE DETAIL

SITE FIXTURES

- (F1) CHAIN-LINK FENCE - SEE DETAIL
- (F2) FIRE HYDRANT / GATE VALVE - SEE UTILITY PLAN
- (F3) SEWER MANHOLE / CATCHBASIN / FES - SEE UTILITY PLAN

PAVEMENT MARKINGS

- (P1) ACCESSIBLE PARKING SYMBOL & LOADING AREA - SEE DETAIL
- (P2) STRIPED WHITE CROSS-HATCH AREA 4" SOLID LINES @ 45° 2" O.C.
- (P3) 4" WIDE WHITE PAINTED SOLID PARKING LOT LINE
- (P4) PICKLEBALL COURT STRIPPING - SEE DETAIL

SIGNAGE

- (S1) ADA PARKING SIGN IN BOLLARD - SEE DETAIL
- (S2) STOP SIGN - SEE DETAIL

REFERENCE NOTES

- (R1) COMMUNITY OPEN PAVILION - SEE ARCHITECTURAL PLANS

LEGEND

- TOTAL PROPERTY OUTLINE
- BUILDING SETBACK LINE
- DRAINAGE AND UTILITY EASEMENT
- UNIT LOT LINE
- PROPOSED FENCE
- PROPOSED CURB AND GUTTER
- REGULAR DUTY ASPHALT PAVEMENT
SEE DETAILS FOR SECTION
- TYPICAL RESIDENTIAL STREET ASPHALT PAVEMENT
SEE DETAILS FOR SECTION
- REGULAR DUTY CONCRETE PAVEMENT
SEE DETAILS FOR SECTION
- CONCRETE SIDEWALK
SEE DETAILS FOR SECTION

PROPERTY SUMMARY

PARCEL AREA	12.78 AC / 556,666 SF
TOTAL CHURCH AREA	7.04 AC / 306,512 SF
TOTAL RESIDENTIAL AREA	5.74 AC / 250,154 SF
UNIT 1 AREA	3,711 SF
UNIT 2 AREA	3,711 SF
UNIT 3 AREA	3,711 SF
UNIT 4 AREA	3,711 SF
UNIT 5 AREA	3,711 SF
UNIT 6 AREA	3,711 SF
UNIT 7 AREA	3,711 SF
UNIT 8 AREA	3,711 SF
UNIT 9 AREA	3,711 SF
UNIT 10 AREA	3,711 SF
UNIT 11 AREA	3,724 SF
UNIT 12 AREA	3,723 SF
UNIT 13 AREA	3,723 SF
UNIT 14 AREA	3,723 SF
UNIT 15 AREA	3,723 SF
UNIT 16 AREA	3,723 SF
UNIT 17 AREA	3,723 SF
UNIT 18 AREA	3,724 SF
UNIT 19 AREA	3,723 SF
UNIT 20 AREA	3,724 SF
UNIT 21 AREA	2,860 SF
UNIT 22 AREA	2,860 SF
UNIT 23 AREA	2,860 SF
UNIT 24 AREA	2,860 SF
LOT 25 AREA	100,666 SF
OUTLOT A AREA	18,074 SF
ROW	45,631 SF
HOA AREA	164,371 SF

ZONING SUMMARY

EXISTING CHURCH ZONING	RS - 3
PROPOSED RESIDENTIAL ZONING	RST - 2

LORD OF LIFE LUTHERAN CHURCH PARKING SUMMARY

TOTAL PROPOSED	97 STALLS (121 EXISTING - 45 REMOVED + 21 NEW)
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SITE PLAN NOTES

- REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
- REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
- DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
- TYPICAL PARKING STALL DIMENSIONS SHALL BE 9.0 FEET IN WIDTH AND 20 FEET IN LENGTH UNLESS OTHERWISE INDICATED.

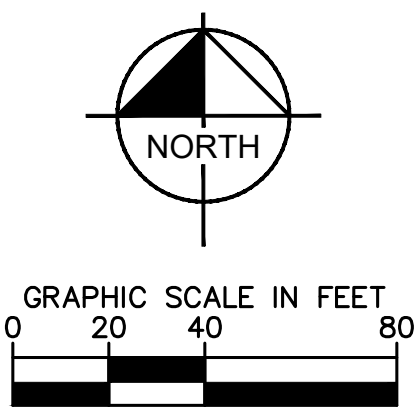
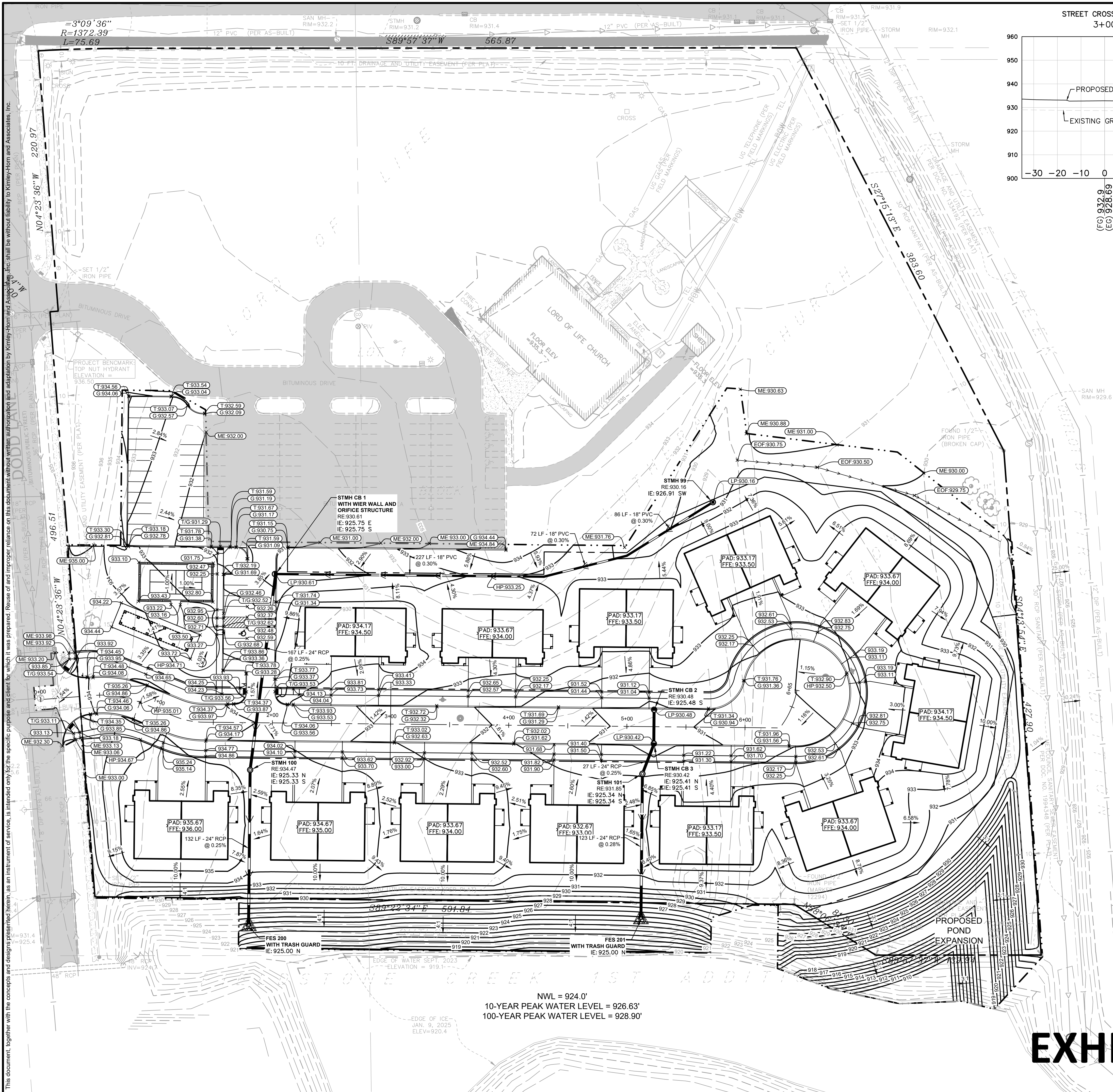


EXHIBIT G

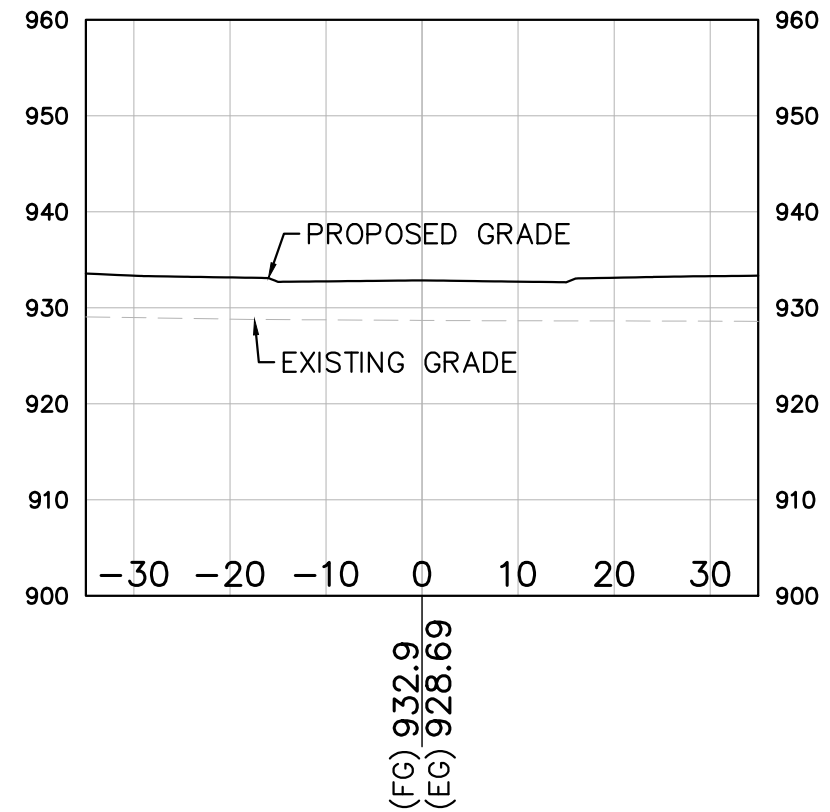
KHA PROJECT 16022003	DATE 03/03/2025	SCALE AS SHOWN	DESIGNED BY RWC	DRAWN BY RWC	CHECKED BY ALC	DATE 03/03/2025	LIC. NO. 47969	MN	LAKESIDE	PREPARED FOR FRISBIE PROPERTIES, LLC	SHEET NUMBER C400	CITY COMMENTS 03/03/2025 RWC	CITY COMMENTS 01/29/2025 RWC	CITY COMMENTS 12/19/2024 RWC	REVISIONS	DATE	BY

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767 EULIST STREET, SUITE 100, ST. PAUL, MN 55114
PHONE 651-466-4197
WWW.KIMLEY-HORN.COM

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STREET CROSS SECTION
3+00



LEGEND

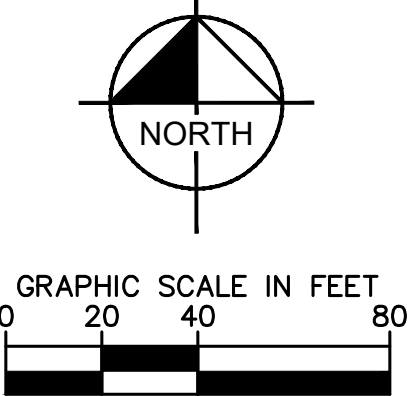
- PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- PROPOSED SWALE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOT
- PROPOSED FLARED END SECTION WITH TRASH GUARD
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED SPOT ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED LOW POINT ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED EMERGENCY OVERFLOW ELEVATION
- PROPOSED DRAINAGE DIRECTION

GRADING PLAN NOTES

- PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
 - CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
 - FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
 - IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
 - SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
 - ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED
 - EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
 - CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB & GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
 - MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "IN-FALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUT-FALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
 - INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
 - GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS.
- ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12).
SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%.
ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.
- SIDEWALK ACCESS TO EXISTING BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVEMENT INSTALLATION. CHANGE ORDERS WILL NOT BE ACCEPTED FOR ADA COMPLIANCE ISSUES.

STORM SEWER NOTES

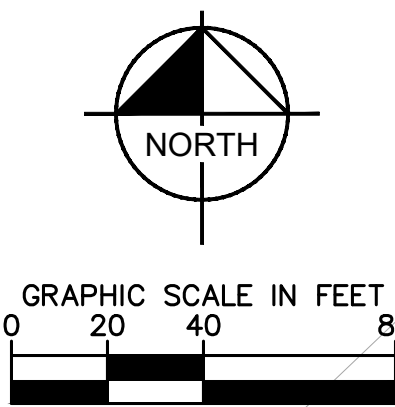
- INSTALL STORM SEWER IN ACCORDANCE WITH APPLICABLE CITY OR STATE SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS.
- CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- STORM SEWER PIPE SHALL BE AS FOLLOWS:
RCP: ASTM C-76
HDPE: ASTM F-714, F-894
PVC: ASTM D-2729
PVC SCH40: ASTM D-1785, D-2665, F-794
DRAIN TILE SHALL BE AS FOLLOWS:
PE: ASTM F-4687
PVC: ASTM D-2729
FITTINGS SHALL BE AS FOLLOWS:
RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
HDPE: ASTM D-3212
PVC: ASTM D-2729, JOINTS PER ASTM D-3212
PVC SCH40: ASTM D-2665, F-794, F-1866
- CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS.
- EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS.
- WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4-FEET OF COVER IN PAVED AREAS OR 3-FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5-FEET IN WIDTH, CENTERED ON THE PIPE.
- ALL STORM SEWER PIPE JOINTS SHALL BE WATER-TIGHT CONNECTIONS.
- ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT MAY BE USED IN ACCORDANCE WITH LOCAL CODES.
- CONTRACTOR SHALL AIR TEST ALL STORM SEWER PIPE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.



NWL = 924.0'
10-YEAR PEAK WATER LEVEL = 926.63'
100-YEAR PEAK WATER LEVEL = 928.90'

EXHIBIT H

K&H PROJECT 16022003		DATE 03/03/2025	SCALE AS SHOWN	DESIGNED BY RWC	DRAWN BY RWC	CHECKED BY ALC	DATE 03/03/2025	LC. NO. 47969	KIMLEY-HORN & ASSOCIATES, INC. 767 EULIST STREET, SUITE 100, ST. PAUL, MN 55114 PHONE 651-466-4197 WWW.KIMLEY-HORN.COM	
LORD OF LIFE TOWNHOMES		PREPARED FOR FRISBIE PROPERTIES, LLC		LAKESVILLE, MN		SHEET NUMBER C500		NO. OF REVISIONS		BY DATE



**Know what's below.
Call before you dig.**

EXHIBIT I

NOTE:
1. SEE ENLARGEMENTS ON SHEET L101 FOR TYPICAL UNIT PLANTINGS AND AMENITY AREA PLANTINGS.
2. REAR YARD PLANTING FINAL LOCATIONS TO BE DETERMINED IN FIELD IN ORDER TO MAINTAIN EASE OF ACCESS FOR CITY AS NEEDED FOR MAINTENANCE

LANDSCAPE REQUIREMENTS FOR ZONE RST - 2

PROJECT VALUE	MIN. LANDSCAPE VALUE
BELOW \$1,000,000	2%
\$1,000,001 - \$2,000,000	\$20,000 + 1% OF PROJECT VALUE IN EXCESS OF \$1,000,000
\$2,000,001 - \$3,000,000	\$30,000 + 0.75% OF PROJECT VALUE IN EXCESS OF \$2,000,000
\$3,000,001 - \$4,000,000	\$37,500 + 0.25% OF PROJECT VALUE IN EXCESS OF \$3,000,000
OVER \$4,000,000	1%

LANDSCAPE KEYNOTES

- (A) EDGER (TYP.)
- (B) DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- (C) SOD (TYP.)
- (D) TREE TO REMAIN / PROTECT IN PLACE (TYP.)

-
- EXISTING DECIDUOUS TREE (TYP.)
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SODDING / IRRIGATION (TYP.)
- LIMITS OF SEEDING, SEED ALL OTHER DISTURBED AREAS (TYP.)
- SEED WITH MNDOT RESIDENTIAL TURFGRASS (RT) SEED MIX (TYP.)
- SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)
- IRRIGATION BOX POINT OF CONNECTION (TYP.)

(22-112)

- RT SEED WITH MNDOT RESIDENTIAL TURFGRASS (RT) SEED MIX (TYP.)
- WD SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>CONTAINER</u>	<u>CAL.</u>
<u>CONIFEROUS TREE</u>						
	BFR	11	BALSAM FIR	ABIES BALSAMEA	B & B	8' HT.
	ERC	9	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	B & B	8' HT.
	MYS	4	MEYER SPRUCE	PICEA MEYERI	B & B	8' HT.
	WHP	7	WHITE PINE	PINUS STROBUS	B & B	8' HT.
<u>OVERSTORY TREE</u>						
	ASM	7	AMERICAN SENTRY® LINDEN	TILIA AMERICANA 'MCKSENTRY'	B & B	2.5" CAL.
	BRM	2	BRANDYWINE RED MAPLE	ACER RUBRUM 'BRANDYWINE'	B & B	2.5" CAL.
	CHB	9	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B & B	2.5" CAL.
	ELM	4	PRAIRIE EXPEDITION® AMERICAN ELM	ULMUS AMERICANA 'LEWIS & CLARK'	B & B	2.5" CAL.
	FFM	8	FALL FIESTA® SUGAR MAPLE	ACER SACCHARUM 'BAILSTA'	B & B	2.5" CAL.
	KCY	7	ESPRESSO KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA 'ESPRESSO'	B & B	2.5" CAL.
	NPO	7	NORTHERN PIN OAK	QUERCUS ELLIPSOIDALIS	B & B	2.5" CAL.
	NWM	3	NORTHWOOD MAPLE	ACER RUBRUM 'NORTHWOOD'	B & B	2.5" CAL.
	RVB	5	RIVER BIRCH SINGLE STEM	BETULA NIGRA	B & B	2.5" CAL.
	SHL	7	SKYLINE® HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	B & B	2.5" CAL.
	SWO	5	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2.5" CAL.

LORD OF LIFE TOWNHOMES

PREPARED FOR
FRISBIE PROPERTIES, LLC

LANDSCAPE PLAN

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION OR REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
LANDSCAPE ARCHITECT UNDER THE LAWS OF

Ryan A. Hyllested
RYAN A. HYLLESTED, PLA

Kimley»»Horn

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67 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY
3	CITY COMMENTS	03/03/2025	RWC
2	CITY COMMENTS	01/29/2025	RWC
1	CITY COMMENTS	12/19/2024	RWC

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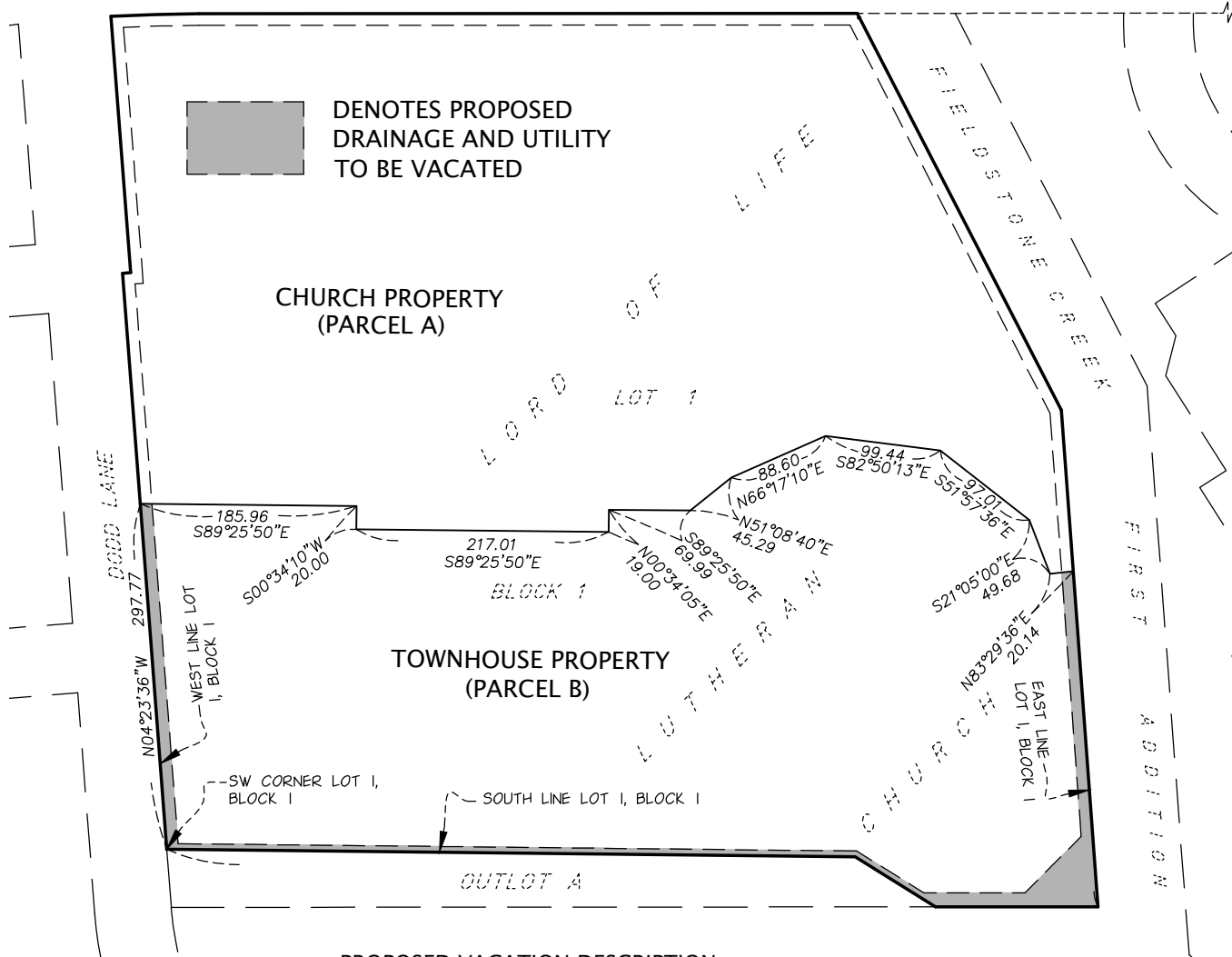


2 TYPICAL LANDSCAPE ENLARGEMENT: UNITS 15-24
SCALE: 1"=10'

3 AMENITIES LANDSCAPE ENLARGEMENT

SCALE: 1"=10'

DODD BOULEVARD



PROPOSED VACATION DESCRIPTION:

All those particular drainage and utility easements over Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota as dedicated on said plat lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 20.14 feet to the east line of said Lot 1 and said line there terminating.



NORTH

0 150

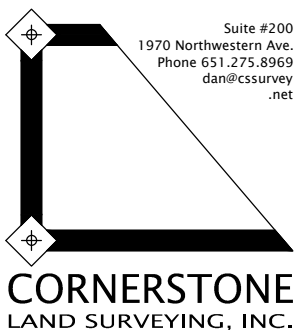


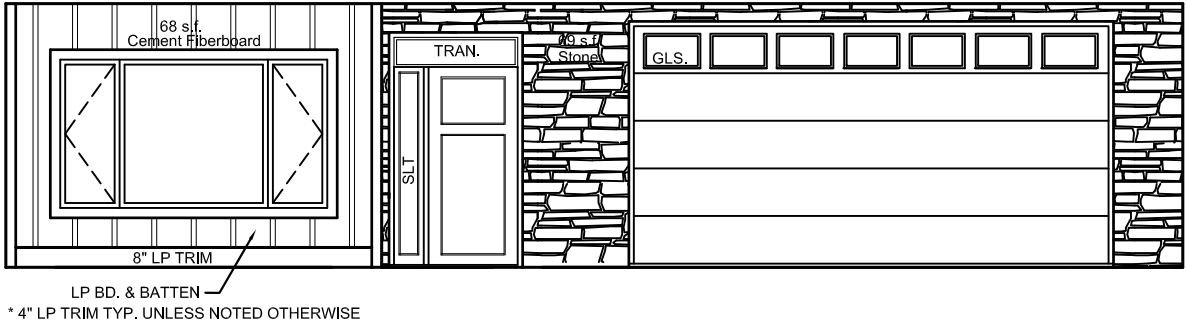
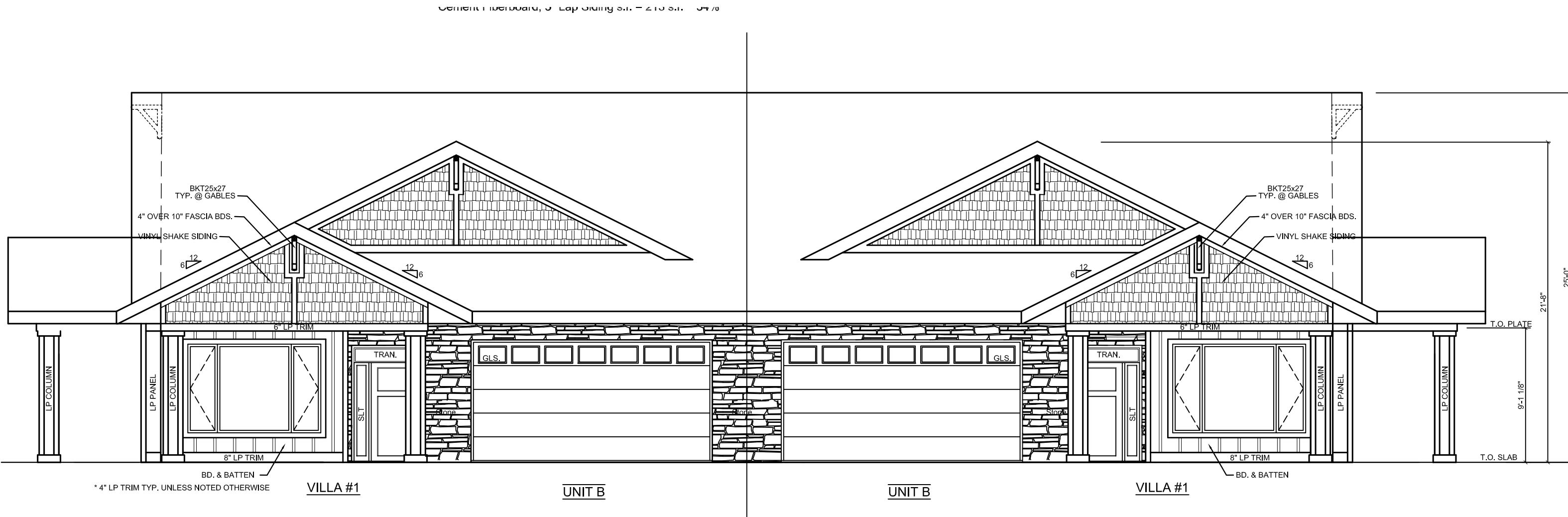
EXHIBIT A

EXHIBIT J

SHEET
1 OF 1

Depiction and Description of Proposed Vacation

PROJ. NO.
KH23022



TYPICAL FRONT ELEVATION - MATERIALS PERCENTAGE

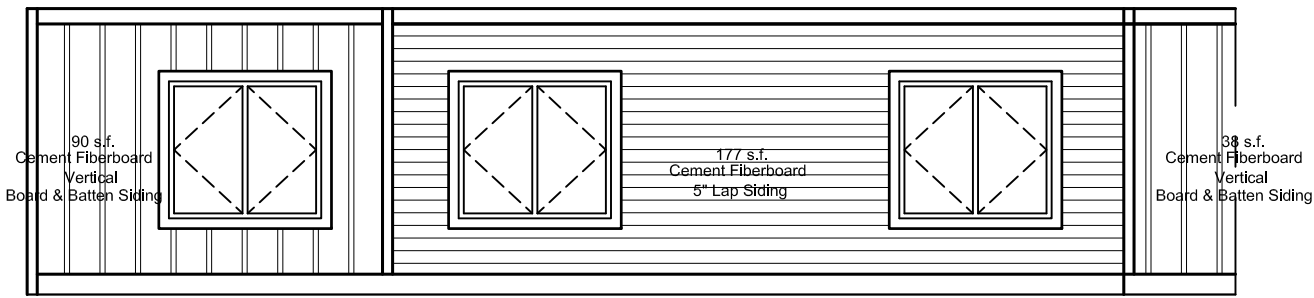
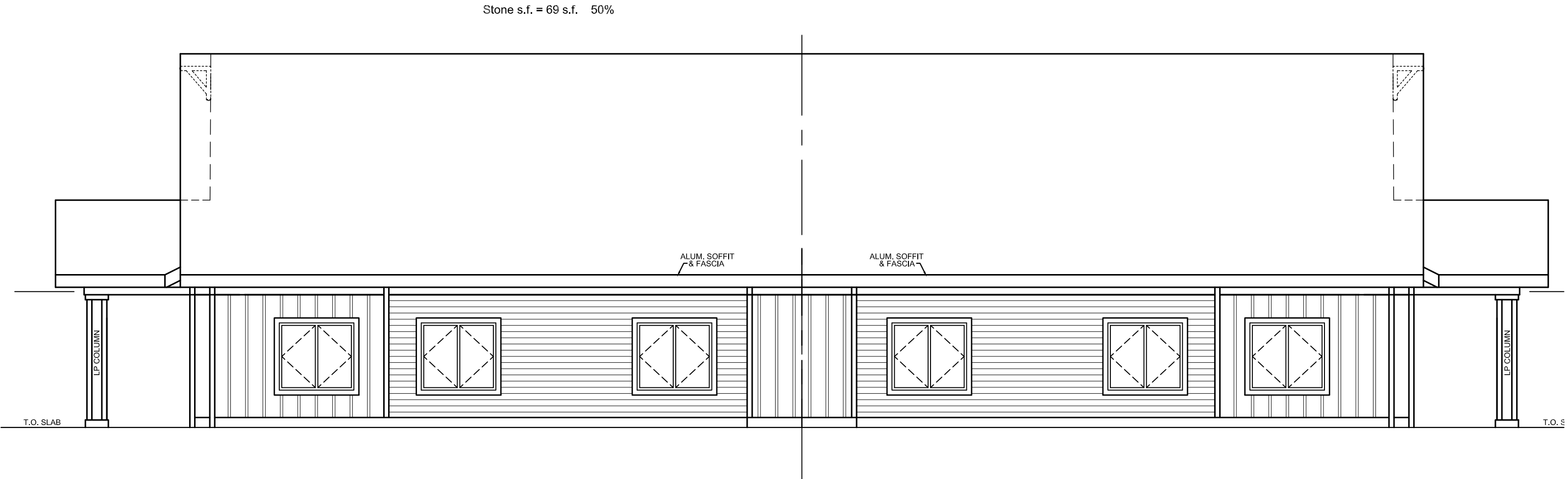
MATERIAL PERCENTAGES DO NOT INCLUDE WINDOWS, DOORS, AND GARAGE DOORS

Total Elevation Material s.f. = 137 s.f.		
Cement Fiberboard, Board and Batten s.f. = 68 s.f.	50%	
Stone s.f. = 69 s.f.	50%	



NOVEMBER 20, 2024
**TWIN HOME
EXT. MATERIAL CALCULATIONS**
NOT TO SCALE

EXHIBIT K



NOVEMBER 20, 2024

**TWIN HOME
EXT. MATERIAL CALCULATIONS**

NOT TO SCALE

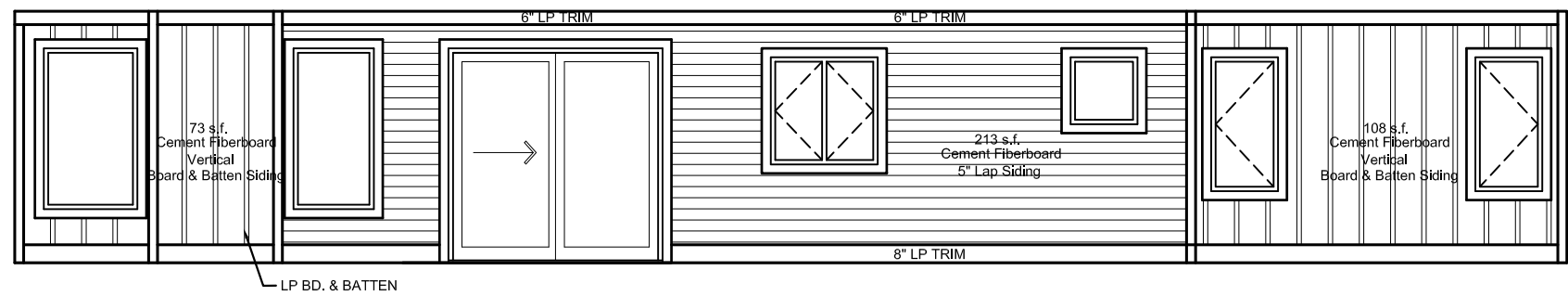
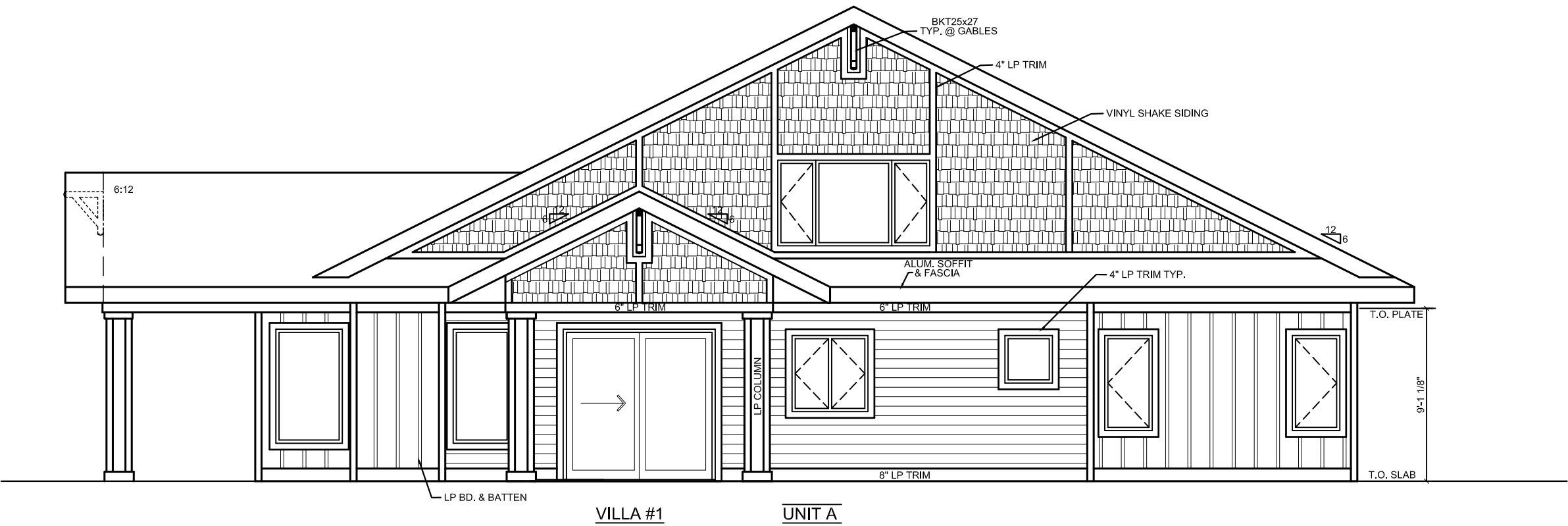
TYPICAL REAR ELEVATION - MATERIALS PERCENTAGE

MATERIAL PERCENTAGES DO NOT INCLUDE WINDOWS, DOORS, AND GARAGE DOORS

Total Elevation Material s.f. = 305 s.f.

Cement Fiberboard, Board and Batten s.f. = 128 s.f. 42%

Cement Fiberboard, 5" Lap Siding s.f. = 177 s.f. 58%



TYPICAL SIDE ELEVATION - MATERIALS PERCENTAGE

MATERIAL PERCENTAGES DO NOT INCLUDE WINDOWS, DOORS, AND GARAGE DOORS

Total Elevation Material s.f. = 394 s.f.	
Cement Fiberboard, Board and Batten s.f. = 181 s.f.	46%
Cement Fiberboard, 5" Lap Siding s.f. = 213 s.f.	54%



NOVEMBER 20, 2024
**TWIN HOME
EXT. MATERIAL CALCULATIONS**
NOT TO SCALE



Completed Project in Lake Elmo, MN



Stone Material Example



Stone/Siding Colors



Lakeville Twin Homes:
Exterior Image Examples
for Stone and Siding Colors