



AGENDA CITY COUNCIL MEETING

May 5, 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. Together in Peace Proclamation
 - b. Proclamation for Mental Health Awareness Month
 - c. Police Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 04/21/2025 City Council Meeting
 - c. Minutes of the 04/21/2025 City Council Special Meeting
 - d. FiRST Center Commissioning Agent Professional Services Agreement
 - e. Resolution Requesting the Minnesota Department of Transportation to Perform a Speed Zone Study for 185th Street from Kenwood Trail to Dodd Boulevard
 - f. Teamsters (Parks) Standby MOU
 - g. Resolutions Awarding Construction Contract and Authorizing Funding for 2025 Collector Roadway Rehabilitation
 - h. Agreement with M&A Bauer Salvage for Kensington Park and Marion Fields Park Playground Removals
 - i. Proposal with ECSI for Antlers Park Pavilion Surveillance System and Access Control

City Council Meeting Agenda
May 5, 2025

Page 2

- j. Amend 2024 General Fund and Technology Fund Budgets
 - k. Contract for Replacement of Carpeting at the Performing Art Center
 - l. Resolution Accepting Lakeville Public Safety Foundation Donation to the Lakeville Police Department for a Wellness Initiative
- 7. Action Items
 - 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next Regular City Council Meeting May19, 2025
 - b. Next Work Session May 27, 2025
 - 11. Adjourn



Date: 5/5/2025

Together in Peace Proclamation

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 5/5/2025

Proclamation for Mental Health Awareness Month

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 5/5/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325810- 325976	\$2,294,096.64
ACH/EFT	20496- 20651	\$1,838,542.57
Total		\$4,132,639.21

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. 04.22.25CKSUM-ACH-EFT
2. 04.22.25CKSUM-Checks
3. Check Register 04.22.25 for May 5, 2025 Council Mtg - ACH-EFT
4. Check Register 04.22.25 for May 5, 2025 Council Mtg - Checks

Financial Impact: \$4,132,639.21 **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	325,749.34
2000 COMMUNICATIONS FUND	543.08
4000 BUILDING FUND	9,462.00
4100 EQUIPMENT FUND	11,010.65
4125 TECHNOLOGY FUND	1,087.80
4200 PARK DEDICATION FUND	16,669.15
4500 PARK IMPROVEMENT FUND	37,486.00
4720 2024A PARK BONDS	8,357.44
5200 STATE AID CONSTRUCTION FUND	122,265.49
5600 SANITARY SEWER TRUNK FUND	81,671.41
6597 2025 STREET PROJECTS	60.60
7450 ENVIRONMENTAL RESOURCES FUND	22.00
7550 UTILITY FISCAL ADMINISTRATION	96.25
7600 WATER FUND	159,361.85
7700 SEWER FUND	145,786.73
7800 LIQUOR FUND	303,075.39
8000 ESCROW FUND	648.75
8910 ESCROW - DCA/SECTION 125	14,394.05
8970 LAKEVILLE ARENAS - OPERATIONS	1,643.79
9800 PAYROLL CLEARING FUND	599,150.80
Report Total:	1,838,542.57

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	180,252.64
2000 COMMUNICATIONS FUND	38.51
2230 LOCAL AFFORDABLE HOUSING AID	229,464.59
3125 2025A FIRST CENTER	2,752.00
4000 BUILDING FUND	1,299.50
4100 EQUIPMENT FUND	519,522.63
4125 TECHNOLOGY FUND	5,913.90
7450 ENVIRONMENTAL RESOURCES FUND	826.09
7575 STREET LIGHTING FUND	70,125.24
7600 WATER FUND	42,824.85
7700 SEWER FUND	472,747.92
7800 LIQUOR FUND	469,838.62
7900 MUNICIPAL RESERVES FUND	271,493.15
8000 ESCROW FUND	26,997.00
Report Total:	2,294,096.64



MINUTES
CITY COUNCIL MEETING
April 21, 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 PM.

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; Allyn Kuennen, City Clerk; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. Citizen Comments

There were no citizen comments.

4. Additional agenda information

None

5. Presentations/Introductions

a. National Day of Prayer Proclamation

Deb Anderson noted that there will be a National Day of Prayer event outside of City Hall on May 1st, 2025. Councilmember Volk read the proclamation recognizing the National Day of Prayer for the City of Lakeville.

b. Fire Department Badging Recognition

Chief Meyer led a badging recognition ceremony for five members of the Lakeville Fire Department. Council congratulated the members of the Fire Department and thanked them for serving Lakeville.

c. Fire Department Quarterly Report

Chief Meyer presented the Lakeville Fire Department 1st Quarter Report.

6. Consent Agenda

a. Check Register Summary

b. Minutes of the 04/07/2025 City Council Meeting

- c. **Agreement with Irrigation by Design for Professional Services for Irrigation Management and Maintenance Services**
- d. **Resolution Accepting Donations from Customers of Lakeville Liquors**
- e. **Resolution Appointing a Deputy Clerk**
- f. **Proposal from Webber Recreational Design, Inc. for Kensington Park Playground Equipment and Installation**
- g. **Resolution Authorizing Temporary Closing of City Streets for Pan-O-Prog Events**
- h. **Agreement with Metropolitan Council for Volunteer Lake Monitoring Program**
- i. **Proposal from St. Croix Recreation, Inc. for Marion Fields Park Playground Equipment**
- j. **Resolution Postponing the Start Time of the Monday, April 28, 2025, City Council Work Session**
- k. **Resolution Amending the 2025 Fee Schedule to Include Cannabis Retail Business Registration Fees**
- l. **An Ordinance Amending Title 8, Chapters 1 and 2 of the Lakeville City Code Concerning the Fire Department and Explosives**
- m. **Proposal from Farmers Mill and Elevator, Inc. for Grand Prairie Park Fertilizer**
- n. **Agreement with Twin Cities Recreation, Inc. for Marion Fields Park Playground Equipment Installation**
- o. **Agreement with Xcel Energy for Streetlight Replacement**
- p. **Airlake DEA 2nd Addition Final Plat**
- q. **Joint Powers Agreement with Dakota County for CSAH 70 Intersection Improvements with Lakeville 35 Logistics Center North Addition**
- r. **Joint Powers Agreement with Dakota County for Pilot Knob Road and 170th Street Traffic Signal System Improvements**
- s. **Resolution Adopting Assessments for City Improvement Project 25-02 and Repealing Resolution No. 25-053**
- t. **Contract Amendment for Ipava Avenue Tree Watering and Maintenance Services**

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

7. Action Items

a. Pumpkin Creek Preliminary Plat and Rezoning

David Knaeble with Civil Site Group presented to Council. The action requested would rezone property from RS-2 to RS-3 and approve the preliminary plat. Community Development Director Goodroad presented the staff report and noted that the Planning Commission unanimously recommended approval of the proposed action at their meeting.

Motion was made by Bermel, seconded by Volk, to approve the following: a resolution approving the preliminary plat of Pumpkin Creek, and an ordinance amendment rezoning the property from RS-2 to RS-3, and adopt the findings of fact dated April 21, 2025.

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

The motion passed.

8. Unfinished Business

There was no unfinished business.

9. New Business

There was no new business.

10. Announcements

a. Next Work Session Meeting April 28, 2025

b. Next City Council Meeting May 5, 2025

11. Adjourn to a closed session

a. Adjourn to a closed session to discuss the land acquisition of PID No. 22-73370-00-070 and 22-00900-79-011, pursuant to Minn. Stat. 13D.05 Subd. 3(c)(3).

Motion was made by Volk, seconded by Wolter, to adjourn to a closed session.
Voice vote was taken on the motion. Ayes - None

Council adjourned to a closed session at 6:29 PM.

Respectfully Submitted,

City Council Meeting Minutes
April 21, 2025

Page 4

Taylor Snider, Deputy City Clerk

Luke M. Heller, Mayor

CITY OF LAKEVILLE
SPECIAL CITY COUNCIL MEETING MINUTES
April 21, 2025

1. Mayor Hellier called the meeting to order at 6:30 p.m.

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

Staff Present: Justin Miller, City Administrator; Allyn Keunnen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Zach Johnson, City Engineer; Tina Goodroad, Community Development Director; Brad Paulson, Police Chief; Michael Meyer, Fire Chief; Andrea McDowell Poehler, City Attorney

2. Closed session to discuss the land acquisition of PID No. 22-73370-00-070 and 22-00900-79- 011, pursuant to Minn. Stat. 13D.05 Subd. 3(c)(3).

Motion was made by Council member Volk, seconded by Bermel, to close the meeting for the purpose to discuss the land acquisition of PID No. 22-73370-00-070 and 22-00900-79- 011, pursuant to Minn. Stat. 13D.05 Subd. 3(c)(3).

Roll call was taken on the motion . All voted in favor.

4. Adjourn

Motion was made by Council member Wolter, seconded by Council member Lee to adjourn the meeting at 6:57 p.m.

Voice vote was taken and all voted in favor.

Respectfully submitted,

Taylor Snider, Deputy Clerk

Luke M. Hellier, Mayor



Date: 5/5/2025

FiRST Center Commissioning Agent Professional Services Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services agreement with Dunham & Associates to provide commissioning services during the construction of the FiRST Center.

Overview

The FiRST Center is currently under construction and when completed will be over 40,000 square feet. The building code requires the construction of any commercial building over 20,000 square feet to be reviewed by a third-party commissioning agent.

During construction, a commissioning agent will work alongside our construction management team to ensure the following technical and mechanical systems are all designed, installed, tested and operate as they should:

- Shooting range air filtration system for lead removal
- Multi-zone heating, cooling and HVAC control systems
- Building envelop construction, insulation and efficiency
- Lighting control systems
- Hot and cold water plumbing systems

The commissioning agent will also provide staff with hands-on guidance and training in operating, maintaining and preserving these systems and provide a 10-month check-in and testing of them to ensure they are operating within their expected parameters prior to the 12-month expiration of the installation warranty.

Staff, with the help of our architect, Leo A Daly, prepared an RFP and received several proposals from commissioning firms. After reviewing the proposals, staff is recommending approval of a contract with Dunham and Associates to provide commissioning services during the construction of the FiRST Center.

Supporting Information

1. DOCS-#235118-v1-PROFESSIONAL_SERVICES_AGREEMENT_FINAL Dunham Signed

Financial Impact: \$49,700 **Budgeted:** No **Source:** FiRST Center Project Budget
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Allyn Kuennen, Assistant City Administrator

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 17th day of April, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **Dunham**, a Commissioning ("Consultant").

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

1. CONTRACT DOCUMENTS. The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement;
- B. City's Request for Proposals for Commissioning Authority for the Lakeville FiRST Center, dated April 17, 2025; amended as attached, with new date.
- C. Consultant's Proposal dated March 27, 2025 ("Proposal").

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "C" has the last priority.

2. SCOPE OF SERVICES. The City retains Consultant to provide commissioning authority services as provided in the Contract Documents. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Contract Documents with a final completion date of July of 2026.

3. COMPENSATION. Consultant shall be paid Forty nine thousand seven hundred and no/100 Dollars (\$49,700) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. The fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption are exceeded. Consultant shall be paid upon full completion of the work required herein. The City will normally pay an invoice within 35 days of receipt.

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

5. DOCUMENTS. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement (the "Work Product") shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing. City understands that the Work Product is intended only for the project which is the subject of its agreement and that use on any other project or modification by anyone by any one other than Consultant shall be at City's sole risk. City agrees to indemnify and hold harmless the Consultant from any

and all claims, damages, costs and liability to the extent caused by such use or modification of any of the Work Product by City or anyone on City's behalf.

onsultant from any and all claims, damages, costs and liability to the extent caused by such use or modification of any of the Work Product by City or anyone on City's behalf.

6. 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.

7. STANDARD OF CARE. Consultant 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 consultant 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 Consultant's services.

8. INDEMNIFICATION. The provider shall indemnify and hold harmless Owner, including, but not limited to, its elected and appointed officials, officers, and employees, with respect to any claim to the extent caused by the negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

9. INSURANCE. Prior to the start of the project, Consultant shall furnish to the City 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 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 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

Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant 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 Consultant from Workers' Compensation insurance or if the Consultant has no employees in the City, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements. If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant 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 Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract. Consultant 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 Consultant and may not exceed \$50,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant 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 Consultant 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 Consultant 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 Consultant to fulfill this requirement.

The Consultant'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.**

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 Contract.

10. 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.

11. SUBCONTRACTORS. With the exception of the individuals identified in the Proposal, 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 Statutes §471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

12. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

13. 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.

14. 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.

15. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

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

17. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, 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, 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 contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

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

19. AUDIT DISCLOSURE AND DATA PRACTICES. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

21. TERMINATION OF THE AGREEMENT. The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

22. NOTICES. All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

CITY:
City of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044
Attention: City Administrator

CONSULTANT:
Dunham
50 South Sixth Street, Suite 1100
Minneapolis, MN 55402-1540
Attention: _____

Either party may change the designated recipient of notice by so notifying the other party in writing.

[Remainder of page intentionally left blank]
[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

Dunham Associates, Inc.

BY: _____
Print Name: Matthew L. Jensen

ITS: President and CEO

MARCH 27, 2025



CITY OF LAKEVILLE

LAKEVILLE FIRST CENTER

PROPOSAL FOR COMMISSIONING SERVICES

PREPARED FOR

TODD LAVOLD
LEO A DALY

PREPARED BY

MATTHEW JENSEN, PE, LEED AP BD+C

DUNHAM

50 SOUTH SIXTH STREET / SUITE 1100

MINNEAPOLIS, MINNESOTA 55402

(612) 465-7639

DUNHAMENG.COM

March 27, 2025

Todd LaVold
Leo A Daly

**SUBJECT: THE CITY OF LAKEVILLE, MN LAKEVILLE FIRST CENTER
PROPOSAL FOR COMMISSIONING SERVICES**

Dear Mr. LaVold,

Thank you for the opportunity to present our commissioning agent qualifications for the City of Lakeville, Lakeville FiRST Center project.

As you will see in the attached proposal, Dunham offers a highly qualified team with extensive building commissioning experience. Chad Bolin, LEED AP BD+C, BSC CA, CxA will serve as the Lead Commissioning Agent on the project. He brings over 40 years of experience in system controls and building commissioning to your team. Chad will draw from his experience to see that the services provided by Dunham exceed your expectations.

We believe in a collaborative approach to commissioning. We pride ourselves on our ability to work with the Owner, Engineer, and Contractors to lead a commissioning effort that results in systems that are correctly installed and operating per the design intent.

We acknowledge that our proof of insurance meets the minimum requirement for this response. Our Certificate of Liability Insurance is attached at the end of this proposal response.

During the questions window we raised the issue of insurability of the contract language. We appreciate the city's response and being open to a negotiation of the contract language. The city should want this contract insured as much as we do. Due to personal leave, we have not been able to connect with legal counsel this week to develop our proposed revisions. Our proposal is contingent upon resolution of the contract language to make it insurable.

As Principal-in-Charge, I will be your primary contact and will be responsible for the overall quality of the project. If you have any questions, you can reach me directly at (612) 465-7629, or via email at matt.jensen@dunhameng.com.

Sincerely,

DUNHAM ASSOCIATES, INC.



Matthew L. Jensen, LEED AP BD+C
President and CEO

PHONE: (612) 465-7629

FAX: (612) 465-7551

EMAIL: MATT.JENSEN@DUNHAMENG.COM

DUNHAM

50 South Sixth Street / Suite 1100
Minneapolis, Minnesota 55402-1540

PHONE (612) 465.7550
WEB DUNHAMENG.COM

Our mission is to be the preferred partner providing quality design and exceptional client service.

For over 60 years, we have worked to build long-term partnerships. Today, Dunham has over 140 professionals providing mechanical and electrical engineering services across the US and Canada. We have dedicated teams that serve the commercial, commissioning + energy, education, healthcare, mission critical, retail, and science + technology markets.

We have specialists providing fire protection engineering, information + communications technology design, building commissioning, energy services, and sustainable design nested within our core disciplines.

We use the latest design software and advanced modeling techniques to improve building performance and help you achieve project goals.

FIRM PRINCIPALS:

Matthew L. Jensen	Jay Rohkohl	Stephen J. Gentilini
Darin J. May	Nicolas J. Igl	Gregory Steinmetz
Mark Azure	Joshua Kam	Justin Thiner
Brian Burke	James LeClaire	Katy Gainey
Todd Grube	Randall M. Olson	



Our core values of integrity, quality, teamwork, and commitment, guide every project we do.

We believe great engineering starts with good people. Our highly skilled staff includes 50+ registered professional engineers (PE), 35 LEED Accredited Professionals (LEED AP), two Fire Protection Engineers (FPE), three Registered Communications Distribution Designers (RCDD), two Accredited Tier Designers (ATD), and certified commissioning professionals.

We are an employee-owned firm with offices in Minneapolis, Dallas, Rochester, and Sioux Falls. Our core values of integrity, quality, teamwork, and commitment, guide every project we do.

1960

Over 60 years of Client Service

50+

Professional Engineers (PE)

35

Accredited LEED APs



DESIGN TEAM



CONSTRUCTION TEAM



Matt Jensen, PE, LEED AP BD+C
PARTNER-IN-CHARGE



Chad Bolin, LEED AP BD+C, CxA, BSC CA
LEAD COMMISSIONING AGENT
SINGLE POINT OF CONTACT



Derick Podratz, QCXP, LEED AP BD+C
LEAD MECHANICAL CX AGENT



Wade Williams
MECHANICAL CX AGENT

SUPPORT STAFF

IN ADDITION TO THE STAFF SHOWN ABOVE, DUNHAM HAS A TEAM OF 10 OTHER PROFESSIONALS WITH EXTENSIVE EXPERIENCE COMMISSIONING CRITICAL INFRASTRUCTURE PROJECTS. WE DO NOT FORESEE THE NEED FOR THEIR SUPPORT AT THIS TIME. HOWEVER, DUNHAM HAS THE STAFF NECESSARY TO SUPPORT SCHEDULE ADJUSTMENTS SHOULD THE SCHEDULE CHANGE.

Chad Bolin, LEED AP BD+C, CxA, BSC CA

LEAD CX AGENT | PROJECT MANAGER

Chad will be the Lead Commissioning Agent for this project as well as the single point of contact for the day-to-day management of the project. He will work with his team to analyze the design intent and construction documents, and to develop the building commissioning plan and schedule. His 30+ years of experience have given him the ability to work on many different variations of building controls. His experience in the energy retrofit field has equipped him with knowledge of how to utilize building automation controls to maximize the functionality and energy usage.

Derick Podratz, QCxP, LEED AP BD+C

MECHANICAL CX AGENT

Derick will be a Mechanical Commissioning Agent for this project. He will use his extensive experience with HVAC controls of building systems to help ensure a successful project. This includes developing commissioning plans, and functional performance testing.

Wade Williams

MECHANICAL CX AGENT

Wade will be a Mechanical Commissioning Agent for this project. His role includes developing commissioning plans, field work, and assisting the team with functional performance testing.

Matthew L. Jensen, PE, LEED AP BD+C

PARTNER IN CHARGE

As Partner-In-Charge, Matt will provide overall leadership of the entire commissioning effort for Dunham. He will review the design intent and provide the overall technical quality assurance for the project.



Chad Bolin, LEED AP BD+C, CxA

ASSOCIATE // COMMISSIONING AGENTCONTACT

CONTACT

Phone: 612.465.7678
Email: chad.bolin@dunhameng.com

PROFESSIONAL CERTIFICATIONS

AABC Commissioning Group: Certified Commissioning Authority (CxA)
Tridium: NiagaraAX Certification
USGBC: LEED AP, Building Design + Construction (LEED AP BD+C)

EDUCATION

Industrial Electronics - Northwestern Electronics Institute

BACKGROUND

Prior to joining the Dunham team, Chad worked for 26 years with a major controls company, He gained extensive experience in the technical field of the HVAC and Fire Alarm industry. Along with his broad experience in building controls, Chad has worked as a Measurement and Verification Specialist for performance contracts in educational and municipal facilities throughout the state of Minnesota. At Dunham he has been the Commissioning Authority on many significant projects.

ROLE/RESPONSIBILITY

Chad will be the Lead Commissioning Agent for this project and is committed to the project for both the design and construction phases. Chad will use his analytical and troubleshooting skills to evaluate system performance. His many years of experience in the HVAC industry have given him the ability to work on many different variations of building controls. His experience in the energy retrofit field has equipped him with knowledge of how to utilize building automation controls to maximize the functionality and energy usage of facilities.



Chad Bolin, LEED AP BD+C, CxA

SENIOR ASSOCIATE

Before joining the Dunham team, Chad worked for Honeywell International. With Honeywell, Chad gained extensive experience in the technical field of the HVAC and Fire Alarm industry. Along with his broad experience in building controls, Chad has worked as a Measurement and Verification Specialist for performance contracts in various facilities throughout the region. Since joining Dunham, Chad has been the lead Commissioning Authority over 300 projects.

LEAD CX AGENT + PROJECT MANAGER

EDUCATION

Industrial Electronics, Northwestern
Electronics Institute, 1990

QUALIFICATIONS

AABC Commissioning Group: Certified
Commissioning Authority (CxA)
LEED AP, Building Design +
Construction (LEED AP BD+C)
Tridium Niagara AX

40+

Years of
experience in
mechanical
engineering

300+

Cx Projects
completed

PROJECT EXPERIENCE

City of Fridley, Fridley, MN
CIVIC COMPLEX WITH CITY HALL, PUBLIC WORKS, + PUBLIC SAFETY

Saint Paul Port Authority, St. Paul, MN
POLICE-PUBLIC SAFETY TRAINING CENTER // B3

City of Minnetonka, Minnetonka, MN
POLICE DEPARTMENT RENOVATION
FIRE DEPARTMENT NEW CONSTRUCTION

Murray County, Slayton, MN
GOVERNMENT CENTER HVAC UPGRADES
LAW ENFORCEMENT RECX

Rice County, Fairbault, MN
GOVERNMENT CENTER RENOVATION + ADDITION
HIGHWAY DEPARTMENT RENOVATION + ADDITION

City of Forest Lake, Forest Lake, MN
CITY HALL + PUBLIC SAFETY BUILDING

Scott County, Shakopee, MN
GOVERNMENT CENTER ADDITIONS + RENOVATIONS

Steele County, Owatonna, MN
STEELE COUNTY PUBLIC WORKS FACILITY

City of Shoreview, Shoreview, MN
MAINTENANCE FACILITY ADDITION + RENOVATION

The Family Partnership, Minneapolis, MN
SOCIAL SERVICES HEADQUARTERS // B3



Derick A. Podratz, QCxP, LEED AP BD+C ASSOCIATE

Derick is an experienced Commissioning Agent with 25 years of experience. He will be the Lead Commissioning Agent for this project as well as the single point of contact for the day-to-day management of the project. He will work with his team to analyze the design intent and construction documents, and to develop the building commissioning plan and schedule. His 30+ years of experience have given him the ability to work on many different variations of building controls.

MECHANICAL CX AGENT

EDUCATION

Bachelor of Science, Food Process
Engineering, Purdue University, 1997

QUALIFICATIONS

LEED Accredited Professional BD+C
Qualified Commissioning Process
Provider (QCxP), UW Madison
Member, United States Green Building Council
Member, American Society of Heating, Refrigerating,
and Air-Conditioning Engineers (ASHRAE)
Member, Building Commissioning Association (BCA)

28+

Years of
experience in
mechanical
engineering

50+

Cx Projects
completed

PROJECT EXPERIENCE

City of Minnetonka, Minnetonka, MN
POLICE DEPARTMENT RENOVATION
FIRE DEPARTMENT NEW CONSTRUCTION

Lac qui Parle County, Madison, MN
NEW GOVERNMENT CENTER

City of Austin, Austin, MN
COMMUNITY RECREATION CENTER

HealthPartners Hudson Hospital, Hudson, WI
EMERGENCY DEPARTMENT EXPANSION + RENOVATION

L.E. Phillips Memorial Public Library, Eau Claire, WI
PUBLIC LIBRARY EXPANSION

Marshfield Clinic, Minocqua, WI
REPLACEMENT HOSPITAL

Marshfield Medical Center Neillsville, Neillsville, WI
CRITICAL ACCESS HOSPITAL AND RURAL HEALTH CLINIC

Memorial Medical Center, Ashland, WI
SURGERY CENTER ADDITION + RENOVATION

Fairmont Public Schools, Fairmont, MN
TRADES BUILDING + VAN GARAGE

Tomah Memorial Hospital, Tomah, WI
REPLACEMENT HOSPITAL

ISD 196, Twin Cities, MN
2023 REFERENDUM PROJECTS



Wade Williams

ASSOCIATE

Since joining Dunham in 2014, Wade has provided commissioning services for corporate, educational, healthcare, government, and high-tech projects. Wade will be a Mechanical Commissioning Agent for this project. His role includes developing commissioning plans, field work, and assisting the team with functional performance testing.

MECHANICAL CX AGENT

EDUCATION

Bachelor of Science in Mechanical Engineering,
University of Minnesota, Twin Cities, 2014

10+

Years of
experience in
mechanical
engineering

200+

Cx Projects
completed

PROJECT EXPERIENCE

City of Fridley, Fridley, MN

CIVIC COMPLEX WITH CITY HALL, PUBLIC WORKS, + PUBLIC SAFETY

St. Paul Port Authority, St. Paul, MN

POLICE-PUBLIC SAFETY TRAINING CENTER // B3

City of Minnetonka, Minnetonka, MN

POLICE DEPARTMENT RENOVATION

FIRE DEPARTMENT NEW CONSTRUCTION

City of Crystal, Crystal, MN

PUBLIC WORKS FACILITY

City of Forest Lake, Forest Lake, MN

CITY HALL + PUBLIC SAFETY BUILDING

City of Rochester, Rochester, MN

NORTH SERVICER CENTER + POLICE STATION

Washburn Center for Children, Minneapolis, MN

MENTAL HEALTH FACILITY, LEED CX // B3

City of Sartell, Sartell, MN

COMMUNITY CENTER

PUBLIC SAFETY CAMPUS

Hennepin County, Minneapolis, MN

GOVERNMENT CENTER, REHAB PLAZA PIPING

GOVERNMENT CENTER, WASTE RISER UPGRADES

The Family Partnership, Minneapolis, MN

SOCIAL SERVICES HEADQUARTERS // B3

PRE-CONSTRUCTION PHASE

Our services will begin with the development of a Commissioning Plan that will include a schedule of commissioning activities through all phases of the project. This plan will focus on the integration of the quality process characteristics of commissioning into the project.

Dunham will perform a statistically based quality design review of the MEP drawing and specifications at 100% Construction Documents prior to bidding. Our review will include identifying opportunities for utility efficiencies and efficiencies in building operations and maintenance.

We will draft preliminary site specific Pre-Functional and Functional checklists for each piece of commissioned equipment and incorporate these checklists into the Commissioning Plan.

Prior to the start of each phase of construction, we will plan and conduct commissioning team meetings to coordinate commissioning related activities.

CONSTRUCTION PHASE

During the construction phase, our commissioning team will facilitate an initial commissioning scoping meeting to further develop the commissioning plan and define the expectations of all the commissioning participants. This will include a separate session devoted specifically to the commissioning process and requirements for all contractors, subcontractors, and suppliers. Our team will then schedule and lead commissioning meetings during construction, to plan, test and coordinate future activities and resolve issues. We will review construction phase documents including the submittals and shop drawing of systems to be commissioned. Information in these documents along with construction schedules will be used to help define the start-up and functional checklists.

Our commissioning staff will perform periodic site observations to review construction progress and identify issues that may impact the ability for systems to be effectively commissioned. Additionally, our team takes note of issues that may impact overall Indoor Air Quality (IAQ) such as stored equipment not having appropriate weather-proofing, or inadequate protection of installed systems prior to being placed into operation. We convey this information through site observation reports submitted in PDF format and distributed to the Cx team. Dunham updates the Cx Issues Log and distributes it along with the observation report after each site visit.

As the building systems take shape, our commissioning team validates activities such as witnessing of major equipment start-up activities, and working with the TAB contractor to verify the design outside airflow measurements are achieved. Dunham will review the TAB report prior to Functional Testing.

Our team will finalize the Functional Performance Tests (FPT) used to thoroughly validate system performance. Once created, our team requests that the design team review the tests to confirm that the design intent is fully understood. Once agreed upon, these tests will be scheduled for completion. Dunham will perform these tests as an independent auditor and confirm the BAS controls and T&B were completed as outlined in the construction documents. Dunham expects to complete testing on 100% of the BAS system points, 100% of the control sequences.

If performance-related issues arise, the issue will be added to the Cx Issues Log. The Issues Log will be used as the method of tracking the resolution of the problem. Tests will be conducted again as needed until the expected outcome is achieved.

WARRANTY PHASE

After Owner occupancy, the commissioning process is not yet complete. Our team will perform the required off-seasonal testing of the systems that may not have yet been functionally tested due to the seasonal requirements of their operation. Our intend is to perform test on the HVAC system during the peak cooling, economizer and peak heating seasons.

Dunham will review and approve owner training provided by the installing contractors and manufacturers. Training will be documented and verified for conformance to the specification requirements. Video recording of the training will also be conducted and final product provided to the Owner in DVD format.

A 10-month walk-through of the facility will be provided to identify issues that require resolution before the expiration of the contractor's warranty.

As we complete our final steps of documentation, our team develops the Final Commissioning Report. This report documents the entire commissioning process for the project, including review, testing results, correspondence records, and other documentation as defined by ASHRAE Guideline 0-2005. Our objective is to make this report as useful as possible for the building Owner and the building's maintenance staff for continual use in confirming operational parameters and diagnosing system operations abnormalities, should they occur, over the entire life cycle of the building. This document also serves as the basis for any Re-commissioning activities should the Owner decide to engage in such a process at a date later in the building's life.

Dunham uses BlueRithm Commissioning software to document and track all commissioning activities throughout all phases of the project. BlueRithm provides all project stakeholders (owner, design consultants, contractors) real-time cloud-based interactive access to all project data at no cost to the commissioning team.





St. Paul Port Authority, St. Paul, MN

RICHARD H. ROWAN PUBLIC SAFETY TRAINING CENTER // B3

Size 50,000 SF

Cost \$11,400,000

Completion October 2017

Team Involvement

Chad Bolin, Lead Cx Agent
Wade Williams, Mech Cx Agent
Matt Jensen, PIC

Reference

Kathryn Sarnecki, Vice President
Redevelopment & Harbor
Management
St. Paul Port Authority
kls@sppa.com
651-204-6221

The new 44,000 SF Public Safety Training Center includes administrative offices, classrooms, lecture halls, gymnasium and fitness facilities, and a 12-person firing range for weapons training and certification. The project features a reconfigurable scenario-training room with movable walls to simulate different space types in preparation for the various on-the-job challenges. Dunham commissioned the HVAC and lighting controls through the design, construction, acceptance, and turnover/occupancy phases, and followed B3-MSBG guidelines. Our services included HVAC, domestic hot water system, and lighting and daylighting system controls. Our services included construction, acceptance, and turnover/occupancy phase commissioning to ensure all systems were installed and functioning as outlined in the Owner's Project Requirements and Basis of Design documents.

Commissioned Systems

Boiler // PumpS // VAV Units // Exhaust Fans // Convector Units // Make-up Air Units // Unit Heaters // De-stratification Fans // Water Heater + Distribution // Lighting Controls // Daylighting Controls

City of Minnetonka, Minnetonka, MN

PUBLIC SAFETY CENTER EXPANSION + RENOVATION

Size 91,300 SF

Cost \$30,000,000

Completion April 2022

Team Involvement

Chad Bolin, Lead Cx Agent
 Derick Podratz, Mech Cx Agent
 Wade Williams, Mech Cx Agent
 Matt Jensen, PIC

Reference

Kevin Maas, Facilities Manager
 City of Minnetonka
 952-988-8412
kmaas@minnetonkamn.gov

This project includes major renovations and an addition to the City of Minnetonka police and fire stations. The city will gain much need space that includes a climate-controlled garage and storage space for emergency vehicles, male and female locker rooms, as well as evidence and equipment rooms. To meet the city's established sustainability goals, the design included a Variable Refrigerant Flow system, a high-efficiency boiler plant, new HVAC systems, and a new domestic water plant. Dunham provided commissioning during the construction, building acceptance, and occupancy phases of the project. Our services included site visits, team meetings, system start-up, functional testing of HVAC systems, 100% controls point verification, BAS sequencing, and point verification of all HVAC and Automated components.

Commissioned Systems

HVAC // Variable Refrigerant Flow System // High-efficiency Boiler // BAS System // Domestic Water Plant



City of Fridley, Fridley, MN

CIVIC COMPLEX CAMPUS

Size 186,000 SF

Cost \$25,560,000

Completion 2019

Team Involvement

Chad Bolin, Lead Cx Agent
Wade Williams, Mech Cx Agent
Matt Jensen, PIC

Reference

Jim Kosluchar, Public Works
Director
City of Fridley
Jim.Kosluchar@FridleyMN.gov
763-572-3550

Dunham provided fundamental commissioning services for a new Civic Complex located at Locke Park Pointe. The campus consists of a new 84,000 SF Public Works Building, and a new 102,000 SF Public Safety building with a City Hall, Fire Department, and Police Department. City hall contains administrative offices, public services counters, conference rooms, community space, and council chambers. The police station contains records, administrative offices, investigations, squad garage, a small holding facility, sally-port, evidence processing and storage, training and fitness room, and a five-lane firing range. The fire station includes administrative offices, bunk rooms, a kitchen, day-room, training space, and a three-bay drive-through apparatus room.

Commissioned Systems

Air Handling Units // Roof-top Units // Make-up Air Units // Exhaust Fans // VAV Boxes // Generator // In-floor Heating // Heat Exchangers // Boilers // Unit Heaters // Energy Recovery Unit // Split Cooling Systems // Control Sequences for HVAC Systems // Lighting Controls // Daylight Harvesting System // Water Heater and Recirc Pump

TOTAL	
LUMP SUM FEE	\$ 49,700

REIMBURSABLE EXPENSES

Reimbursable expenses for this project are included in the fee above. These expenses include our travel, equipment, software, supplies, etc. We will not be submitting for any additional reimbursement.

EXECUTIVE PRINCIPAL	\$ 300
PRINCIPALS	\$ 270
COMMISSIONING SPECIALIST III	\$ 280
COMMISSIONING SPECIALIST II	\$ 250

All other employees on an hourly basis of 2.5 times direct personnel expense (DPE). Direct personnel expense is defined as the direct salaries of the employee and their mandatory and usual benefits such as taxes, vacation, sick leave, and insurance. Typical hourly billing rates for these employees are:

ENGINEER IV	\$ 260 - 280
ENGINEER III	\$ 245 - 270
ENGINEER II	\$ 160 - 245
ENGINEER I	\$ 155 - 210
DESIGNER IV	\$ 240 - 270
DESIGNER III	\$ 170 - 265
DESIGNER II	\$ 135 - 220
DESIGNER I	\$ 115 - 180
COMMISSIONING SPECIALIST I	\$ 135 - 230
DRAFTER II	\$ 85 - 140
DRAFTER I	\$ 80 - 130
SUPPORT STAFF	\$ 85 - 120

VIII. Response Form

**REQUEST FOR PROPOSAL
LAKEVILLE FIRST CENTER BUILDING COMMISSIONING**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the Owner, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME Dunham Associates, Inc.

DBA/SAME Dunham Associates, Inc.

CONTACT Matthew L. Jensen, PE, LEED AP, BD+C

ADDRESS 50 S 6th St. Suite 1100 **CITY/STATE** Minneapolis, MN **ZIP** 55402

PHONE 612-465-7550 **FAX** 612-465-7551

STATE OF INCORPORATION or ORGANIZATION Minnesota

COMPANY WEBSITE ADDRESS www.dunhameng.com **EMAIL** matthew.jensen@dunhameng.com

NUMBER OF LOCATIONS 4 **NUMBER OF PERSONS EMPLOYED** 140

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation X Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): Professional Services

Not a Minority-Owned Business: X **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: X **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

_____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

_____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF MN: X Yes _____ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. JE6GAJSHJW86

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) will be emailed to RFP holders.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title President and CEO

Print Name Matthew L. Jensen Dated March 26, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 FAX (A/C, No): (952) 893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Travelers Property Casualty Co INSURER C: XL Specialty Insurance Co. INSURER D: INSURER E: INSURER F:
INSURED Dunham Associates, Inc. 50 South 6th Street Suite 1100 Minneapolis MN 55402-1540	NAIC # 25658 25674 37885

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 1 PL Renewed **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			680 9H708972 24	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BA-7R164579-24	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP 9G430427 24	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	UB 4K625621 24	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			DPR 5033534	09/01/2024	09/01/2025	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverages afforded by the insurance policies.

CERTIFICATE HOLDER**CANCELLATION**

Non-binding copy issued for informational purposes only.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas M. Anderson



**REQUEST FOR PROPOSAL
Lakeville FiRST Center**

~~March 11, 2025~~

April 17, 2025 (amended)

The City of Lakeville (hereinafter referred to as “Owner”) is seeking a firm or firms to provide building commissioning services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than **9:00 am, March 27, 2025**.

All contact concerning this solicitation shall be made through the Architect, LEO A DALY. Proposers shall not contact Owner employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

Todd LaVold, AIA
Sr. Project Manager

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VII. [Required Response Content](#)
- VIII. [Response Form](#)

I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the Owner is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the Owner. Criteria that will be used and considered in evaluation for award are set forth in this document. The Owner, Architect, and Construction Manager will thoroughly review all proposals received. The Architect will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Professional Services Agreement will be awarded to a qualified commissioning authority submitting the best proposal. **The Owner reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

The City of Lakeville is seeking qualified firms to provide Commissioning Authority (CA) for the Lakeville FiRST Center. The awarded Commissioning Authority will act as a member of the project team during the construction of this facility. The primary role of the Commissioning Authority is to ensure that the stakeholders' requirements developed during the planning phase, and the Design Team's intent, are achieved through the construction and operation of the facility. The Construction Manager will mobilize in late March 2025. Substantial completion is anticipated to be in June of 2026 and final completion scheduled for July of 2026.

III. Project Objectives

The City of Lakeville, MN (hereinafter referred to as "Owner") is seeking a firm or firms to provide building commissioning services. The following objectives have been identified for this contract:

1. Acquire commissioning services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire commissioning services with the most advantageous overall cost to the Owner.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate with an electronic response, the RFP Name must be entered in the subject line and email the entire document with supplementary materials to:

tblavold@leoadaly.com

SUBMITTALS are due **NO LATER THAN 9:00 am, Thursday, March 27**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

V. Scope of Work

Items listed in this section are requirements under this contract. Commissioning Authority shall furnish labor, parts, material, and equipment necessary to perform the following:

A. Pre-Construction Phase

1. Within three (3) weeks of the contract award the Commissioning Authority shall produce a project specific commissioning plan outlining all activities, procedures, and communications for owner and contractor review. The plan shall be coordinated with the roles and responsibilities outlined in the construction documents.
2. Pre-construction phase activities shall be tailored to produce improved system coordination, project turnover, and reduced maintenance costs. As a minimum, pre-construction phase activities shall include the following:
 - a. Provide Review of the Construction Documents and Specifications with a written report of findings.
 - b. Prepare project specific Pre-Functional Checklists (PFCs) for each piece of equipment in the Commissioning Scope and include in the commissioning plan.
 - c. Prepare project specific Functional Performance Tests (FPTs) that define acceptable results of the tests to be performed and include in the commissioning plan.
 - d. Plan and conduct a pre-construction commissioning meeting prior to construction start. Meetings shall also be conducted prior to each phase of the commissioning process and during each phase of construction.

B. Construction Phase Activities

1. Construction phase activities shall use a technical approach, with the Commissioning Authority making field observations, conducting testing, attending onsite meetings, and administering commissioning activities. As a minimum construction phase activities shall include the following:
 - e. Coordinate and direct the commissioning activities in conjunction with the contractor and/or construction manager. Meetings will be held as necessary to coordinate the process.
 - f. Ensure master construction schedule contains commissioning activities and that schedule of systems to be commissioned are complete.
 - g. Review all applicable contractor submittals.
 - h. Review and verify O&M requirements from all applicable contractors.
 - i. Review start-up procedure forms prior to start-up.
 - j. Witness start-up on main equipment.
 - k. Review start-up documentation after equipment has been started.
 - l. Perform site visits starting with the placement of equipment to be commissioned. Perform site visits as necessary as equipment rough-in begins and the project progresses to the equipment start-up and functional testing phases.
 - m. The CA shall execute pre-functional checklists by documenting installation of equipment and systems as they are installed. The purpose of this process will be to document that the installation is per the contract documents as the work is installed. The intent of installation verification is periodic verification conducted as the installation progresses. This is achieved through frequent site visits and contractor walks during equipment installation. Performing FIV review after installation is complete will not be adequate.
 - n. Execute functional performance test procedures (FPTs). Test individual pieces of equipment, systems, and system integration with other systems. Prepare a testing schedule in conjunction with the construction team. Document test results and recommend system for acceptance.
 - o. Maintain a master issues log and separate testing record. Provide to the Owner written progress reports and test results with recommended actions.
 - p. Review testing, adjusting, and balancing (TAB) execution plan.
 - q. Review testing, adjusting, and balancing (TAB) final report.

C. Warranty Phase

1. Provide three (3) seasonal tests, peak summer, mild spring or fall in October, April, and peak winter. Coordinate this required seasonal testing with the owner and contractor.
2. Return to the site at 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of the outstanding issues related to the original and seasonal commissioning.
3. Provide a final commissioning report.
4. Provide a detailed training plan two (2) weeks prior to training taking place.
 - a. Training to be recorded for owner use.
 - b. Training to include detailed information on all systems and the control of those systems.

SYSTEMS AND ASSEMBLIES TO BE COMMISSIONED

The following systems are to be commissioned: Reference entire contract document set. Of particular note, spec sections 019113, 230100, 230800, 260933, 260942, 260943.23

- A. All equipment of the heating, ventilating and air conditioning systems including, but not limited to:
 1. Air Distribution System.
 2. Refrigeration System.
 3. Heating and Cooling Systems.
 4. Domestic Circulating Hot Water and Hot Water System
 5. Lighting Controls.
 6. Temperature Controls System.
 7. Range HVAC System.

VI. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Todd LaVold at tblavold@leoadaly.com. Any questions of a substantive nature will be answered in written form as an addendum.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of five (5) years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing a minimum of five (5) projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of MN, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the [entity] shall be followed with respect to the contract.
5. Municipal government experience is desired.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.
11. Certified Commissioning Authority must be a third-party vendor not associated with the general contractor or the subcontractor that is involved with the facility construction.
12. Knowledgeable in building operation and maintenance and O&M training.
13. A commissioning authority must have earned a commissioning certification from AABC, ASHRAE, NEBB, or BCA.
14. A proposer must propose to execute all phases of the commissioning in a single proposal.
15. Submit one (1) pdf file of your written technical proposal. Organize your technical proposal following the submission requirements below:
 - a. Provide a detailed project organizational chart indicating names of dedicated project staff and their specific duties and responsibilities.
 - b. List the key individual who will be on the Commissioning Team and describe his/her relevant qualifications and experience. This information is required in addition to any detailed resumes the proposer submits.
 - c. Provide project and professional references and experience for three to five commissioning projects comparable in complexity. Include a description of the project and describe the involvement of each individual on the proposer's team in the projects.

- d. Describe your proposed project approach to managing the project expertly and efficiently, including your team participation. List key strategies and how they will generate positive project turnover.
- e. Provide a lump sum total fee to accomplish the work and an hourly rate for each team member. Fee shall include expenses such as mileage, airfare, lodging and per diem.
- f. Deliverables:
 - i. Proposing Firm Resumes
 - ii. Team Resume
 - iii. Project Approach
 - iv. Sample Tests
 - v. Sample Plan
 - vi. Certificate of insurance

C. [Evaluation Criteria](#)

The selection process will be based on the responses to this RFP. Owner staff, the Architect, and Construction Manager will judge each response as determined by the scoring criteria below.

Component	Description	Points
A. Project Approach	Evaluate the firm's project approach and understanding of the scope of services required in the RFP as evidenced by its proposal.	40
B. Commissioning Team	Consider the experience and background of the personnel that shall be assigned to the project and the involvement of those persons as a team.	30
C. Cost		30
Total Points		100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the Owner's review committee. The Owner is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The Owner also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The Owner reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of the Owner. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. The Owner reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice.

Distribution of Request for Proposal to interested parties	March 11, 2025
Questions and clarifications submitted via email by 5:00 pm CST	March 19, 2025
Addendum Issued by 5:00 pm CST	March 21, 2025
Proposal due before 9:00 am CST	March 27, 2025
Evaluation Period	March 27 – April 3
Award	April 21, 2025

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Owner approval of the successful firm(s) and continue for a period to last throughout construction and the warranty period.

Owner may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. Payment will be remitted following receipt of monthly detailed invoice.

- F. [Proposal Conditions](#)
a. [Refer to the attached sample Professional Services Agreement at the end of this document.](#)

VII. [Required Response Content](#)

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The firm's relevant experience, notably experience working with government agencies.
3. At minimum, three (3) professional references, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Owner or Owner staff.
5. A description of the type of assistance that will be sought from Owner staff, including assistance required from the Architect and Construction Manager to lessen the costs of this project.
6. Proof of insurance meeting minimum insurance requirements as designated herein.
7. Those responses that do not include all required forms/items may be deemed non-responsive.

VIII. Response Form

**REQUEST FOR PROPOSAL
LAKEVILLE FIRST CENTER BUILDING COMMISSIONING**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the Owner, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **EMAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority - Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

_____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

_____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF MN: _____ Yes _____ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) will be emailed to RFP holders.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____



Date: 5/5/2025

Resolution Requesting the Minnesota Department of Transportation to Perform a Speed Zone Study for 185th Street from Kenwood Trail to Dodd Boulevard

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution requesting the Minnesota Department of Transportation to perform a speed zone study for 185th Street from Kenwood Trail to Dodd Boulevard.

Overview

Minnesota Statute 169.14 establishes statutory speed limits on roadways. Local authorities can request that the Minnesota Department of Transportation (MnDOT) perform engineering studies and traffic investigations to determine reasonable and safe speed limits. The segment of 185th Street between Kenwood Trail and Dodd Boulevard is under construction and will need the speed limit reviewed after all improvements are completed. A request for a speed zone study to determine the reasonable and safe speed limit based on the new conditions (and geometric design) is appropriate, and a resolution is required.

Supporting Information

1. 2025.05.05_Resolution_185th Street

Financial Impact: \$0 Budgeted: Yes Source: N/A Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Jon Nelson, Assistant City Engineer

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

**Resolution Requesting the Minnesota Department of Transportation to Perform a
Speed Zone Study for 185th Street from Kenwood Trail to Dodd Boulevard**

WHEREAS, the Minnesota Department of Transportation Commissioner is authorized to designate speed limits on public roadways per Minnesota Statute 169.14; and

WHEREAS, pursuant to State Statutes, local authorities may request that the Minnesota Department of Transportation perform an engineering and traffic investigation speed zone study when they believe the existing speed limit is greater or less than is reasonable or safe under existing conditions; and

WHEREAS, Dakota County has jurisdiction over 185th Street (County State Aid Highway 60) and the City of Lakeville supports a Speed Zone Study; and

WHEREAS, 185th Street between Kenwood Trail and Dodd Boulevard is being reconstructed and expanded from a two-lane undivided rural highway to a four-lane divided urban highway in 2025; and

WHEREAS, the speed limit along the corridor will need to be reviewed once construction is completed as conditions along the corridor will have sufficiently changed such that an engineering study and traffic investigation is appropriate to determine reasonable and safe speed limits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville, Minnesota requests that the Minnesota Department of Transportation perform an engineering study and traffic investigation for 185th Street from Kenwood Trail to Dodd Boulevard.

ADOPTED by the Lakeville City Council this 5th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 5/5/2025

Teamsters (Parks) Standby MOU

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Teamsters (Parks) Standby MOU

Overview

The City of Lakeville's Parks division wishes to add the attached memorandum of understanding (MOU) to the current contract. This MOU fully outlines a temporary standby practice specific to the Parks division. The goal of this MOU is to improve the services offered to the public.

In reviewing last years' Parks related calls- the division noticed an increased number of after-hours issues or calls from residents who utilize many of our Park's facilities and amenities. The proposed standby policy/practice is being proposed and trialed by the Parks division in an effort to help streamline after-hours Parks calls and alleviate any maintenance needs that may be presented, in a timelier manner.

The process will involve Parks Maintenance II staff to rotate a weekly standby (or on-call) status starting in May and going through most of October. This timeframe is reflective of when Parks amenities are most heavily utilized. The employee who is on standby will be given a city issued phone to be responsible for fielding Parks related needs. This phone number will be made available to the public in a couple ways. Residents can then report any Parks-related needs or issues, during designated Park hours.

This practice is being aligned with an existing standby practice in effect with the Utilities division (article 27). The Utilities division only utilizes standby status for the weekends (Friday-Sunday). Because the Parks call volume may vary- the trial for the Parks division is being proposed to start as a weekly rotation. The rotation will begin on the designated first Monday, immediately following the regularly scheduled workday. It will last until the following Monday- in which, the next scheduled standby employee will be responsible for calls. Supervisory staff will continue to be responsible for fielding any issues that arise during the regularly scheduled workday.

Supporting Information

1. Parks Standby MOU

Financial Impact: \$9,900 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Alissa Frey, Human Resources Director

Memorandum of Understanding
Between
City of Lakeville and Minnesota Teamsters Public & Law Enforcement Employees
Union Local No. 320

WHEREAS, the City of Lakeville and Teamsters Local #320 agree to a trial standby practice, specifically to the Parks division. The Parks stand-by coverage will be effective May 12th, 2025, through October 27th, 2025.

NOW, THEREFORE, the parties agree to the following practice for standby:

Eligibility

All Parks Maintenance II employees (to include Lead and Assistant to the Lead positions), who have completed six (6) months of employment are eligible for standby assignments. Employees will be assigned weekly standby for coverage of calls that occur outside their regular work schedule (article 9).

Schedule and Stand-by Compensation

Standby shifts shall begin at the end of the regularly scheduled shift on Monday and end at the start of the regularly scheduled shift on the following Monday. Employees assigned to be on standby shall be paid a minimum of twelve (12) hours' pay at time and one-half (1-1/2). Employees assigned stand-by with a holiday that occurs during their assigned standby shall be paid a minimum of sixteen (16) hours at time and one-half (1-1/2) pay.

If an observed holiday falls on a Monday, the outgoing employee's standby shift shall by extended and end at the beginning of the regularly scheduled shift on Tuesday. The incoming employee's standby shift shall begin at the end of the regularly scheduled shift on Tuesday and end at the start of the regularly scheduled shift on Monday.

Bidding and Assignment of Standby

Standby shift bidding will be determined by seniority in the Parks division. A standard round-robin process will be used, allowing each eligible employee to select one (1) week per round. Weeks that encompass holidays must be bid/assigned in the first round. All employees are required to select at least two (2) weeks.

If unselected weeks remain after the third round, they shall be bid starting with the most senior of those required to take a shift. For example, if there are four weeks left, the bottom four in seniority will be required to bid a shift starting with the most senior of the four.

Phone Requirements

A physical cell phone will be provided to the employee assigned to standby. If the employee prefers to utilize a personal cell phone, they will be required to download and install the Vonage phone app (or other method as allowed by the city's IT department). The Vonage app will allow the employee to log-in and take ownership of the designated after-hours phone number. No additional payment will be issued for the use of a personal cell phone.

Compensation for Calls and Response

All phone calls from the public that require remote action or assistance shall follow article 27.4 of the existing union contract for payment. The same shall apply if the employee on standby is unable to respond and needs to utilize the overtime list to assign the call-out to another employee.

When an employee on standby needs to respond to a situation in-person, article 11 (Call Back) of the existing union contract shall be followed regarding payment.

Expectation of Response to Standby

If a call is received that requires an in-person response, the expectation is that the employee assigned to standby may respond. If the employee assigned to standby is unable to respond (due to circumstance or specialized work area) or chooses not to respond, they must utilize the provided Parks division overtime list to find someone else who can respond.

The overtime list will be accurately updated, completed, printed and provided by management to the standby employee no later than one hour before the end of the regularly scheduled workday on Monday.

Work Vehicle

If an employee needs to respond to an after-hours call, they should first report to the Central Maintenance Facility to obtain the appropriate work vehicle and/or equipment.

Additional Support

If the employee assigned to standby is unable to determine the appropriate resolution, they should immediately notify and escalate the issue to either the Parks Supervisor, Parks Superintendent or Parks & Recreation Director for appropriate resolution.

Similarly, if the employee assigned to standby feels that an additional employee(s) is/are needed to respond in-person, they should allow a management position (as listed previously) to make that determination.

**FOR TEAMSTERS
(LOCAL #320)**

Dated: _____, 2025

By: _____
Business Agent

Dated: _____, 2025

By: _____
Steward

Dated: _____, 2025

By: _____
Steward

FOR CITY OF LAKEVILLE

Dated: _____, 2025

By: _____
Mayor Luke Hellier

Dated: _____, 2025

By: _____
City Administrator Justin Miller



Date: 5/5/2025

Resolutions Awarding Construction Contract and Authorizing Funding for 2025 Collector Roadway Rehabilitation

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) resolution awarding construction contract to McNamara Contracting, Inc.; and 2) resolution authorizing funding and 2025 budget amendments and transfers for 183rd Street and Kenyon Avenue Improvements, City Project 25-03.

Overview

The City's adopted 2025-2029 Capital Improvement Plan programs the annual rehabilitation of collector roadways. Proposed improvements in 2025 include the mill and overlays of 183rd Street between Ipava Avenue and Dodd Boulevard, and Kenyon Avenue between Kenwood Trail and approximately 2700 feet north, minor storm sewer improvements, select concrete curb and gutter and sidewalk replacement, and pedestrian curb ramp replacement. These streets are at the condition and age where rehabilitation is recommended. If the streets deteriorate further, a complete reconstruction would be required, costing substantially more.

On Friday, April 25, 2025, the City received four bids for City Project 25-03, ranging from a low bid of \$546,716.46 submitted by McNamara Contracting to a high bid of \$593,369.49. The engineer's construction cost estimate was \$732,506.50. The total estimated project cost is \$724,431; funding sources are named in the attached Project Financing.

Supporting Information

1. 2025.05.05 Resolution_Award of Contract
2. 2025.05.05 Agreement
3. 2025.04.25 Bid Tabulation
4. 2025.05.05 Resolution_Funding Authorization
5. 2025.05.05 Project Financing

Financial Impact: 724,431 Budgeted: No Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Michael Kutz, Civil Engineer

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

**Resolution Awarding Construction Contract for 2025 Collector Rehabilitation
City Project 25-03**

WHEREAS, the City of Lakeville received sealed bids on Friday, April 25, 2025, at 10:30 a.m. for the rehabilitation of Kenyon Avenue between Kenwood Trail and approximately 2700 feet north and 183rd Street between Ipava Avenue and Dodd Boulevard, City Project 25-03; and

WHEREAS, the lowest responsible bid was from McNamara Contracting, Inc.

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

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, McNamara Contracting, Inc., with a bid in the amount of \$546,716.46. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 5th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ (“Owner”) and
_____. (“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: 183rd Street West and Kenyon Avenue Rehabilitation, City Project No. 25-03

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 variable bituminous milling, spot curb and gutter replacement, spot concrete walk replacement, ADA ramp installation, curb and gutter installation, plant mixed bituminous pavement, trail reconstruction, and spot utility improvements.

ARTICLE 3 – ENGINEER

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

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 under City Project CP 25-03 will be substantially completed on or before **August 30, 2025**. Substantial Completion shall include all items specified in the contract with the exception of turf restoration.
- B. The Work under CP 25-03 will be final completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 2025**.
- C. The Work under CP 25-03 taking place on 183rd Street shall be coordinated with CP 25-04 185th Street. **No work** shall be permitted on 183rd Street prior to the intersection of Ipava Avenue and 185th Street being fully open to traffic.

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 MnDOT Standard Specifications for Construction, 2020 Edition, Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met

ARTICLE 5 – CONTRACT PRICE

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

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

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

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 Contract to 100% 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 ____, inclusive).
 - 2. Performance bond (pages ____ to ____, inclusive).
 - 3. Payment bond (pages ____ to ____, inclusive).
 - 4. Other bonds.
 - a. Maintenance bond (pages ____ to ____, inclusive).
 - 5. General Conditions (pages ____ to ____, inclusive).
 - 6. Supplementary Conditions (pages ____ to ____, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of ____ sheets with each sheet bearing the following general title: ____, dated ____.
 - 9. Addenda (numbers ____ to ____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, 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 _____ (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:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

Line	Number	Description	Unit	Quantity	Engineers Estimate		McNamara Contracting Inc		OMG Midwest Inc. dba Minnesota Paving & Materials		Northwest Asphalt, Inc.		Park Construction Company					
					Price	Total	Price	Total	Price	Total	Price	Total	Price	Total				
	1	2021.501 MOBILIZATION	LS	1	\$35,000.00	\$35,000.00		\$12,200.00	\$12,200.00		\$21,000.00	\$21,000.00		\$18,070.00	\$18,070.00		\$40,165.20	\$40,165.20
	2	2104.502 SALVAGE & REINSTALL MAIL BOX & SUPPORT	EA	3	\$250.00	\$750.00		\$250.00	\$750.00		\$300.86	\$902.58		\$336.00	\$1,008.00		\$312.00	\$936.00
	3	2104.503 REMOVE CURB & GUTTER	LF	1,667	\$8.00	\$13,336.00		\$12.50	\$20,837.50		\$10.73	\$17,886.91		\$12.65	\$21,087.55		\$9.00	\$15,003.00
	4	2104.503 SAWING BITUMIMNOUS PAVEMENT (FULL DEPTH)	LF	167	\$4.00	\$668.00		\$1.00	\$167.00		\$4.22	\$704.74		\$5.00	\$835.00		\$2.98	\$497.66
	5	2104.503 SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	105	\$3.00	\$315.00		\$1.00	\$105.00		\$4.22	\$443.10		\$6.50	\$682.50		\$4.25	\$446.25
	6	2104.518 REMOVE BITUMINOUS TRAIL	SF	1,620	\$8.00	\$12,960.00		\$1.50	\$2,430.00		\$4.90	\$7,938.00		\$2.00	\$3,240.00		\$0.88	\$1,425.60
	7	2104.518 REMOVE CONCRETE WALK	SF	2,027	\$12.00	\$24,324.00		\$2.60	\$5,270.20		\$6.00	\$12,162.00		\$1.85	\$3,749.95		\$1.21	\$2,452.67
	8	2106.507 EXCAVATION - COMMON	CY	100	\$100.00	\$10,000.00		\$35.00	\$3,500.00		\$30.00	\$3,000.00		\$39.50	\$3,950.00		\$35.55	\$3,555.00
	9	2123.61 STREET SWEEPER (WITH PICKUP BROOM)	HR	50	\$175.00	\$8,750.00		\$105.00	\$5,250.00		\$1.00	\$50.00		\$180.00	\$9,000.00		\$176.80	\$8,840.00
	10	2123.51 COMMON LABORERS	HR	60	\$90.00	\$5,400.00		\$1.00	\$60.00		\$45.00	\$2,700.00		\$96.00	\$5,760.00		\$99.61	\$5,976.60
	11	2123.51 STEEL-WHEELED ROLLER	HR	20	\$200.00	\$4,000.00		\$1.50	\$30.00		\$75.00	\$1,500.00		\$170.00	\$3,400.00		\$166.39	\$3,327.80
	12	2123.51 SKID LOADER	HR	20	\$200.00	\$4,000.00		\$1.50	\$30.00		\$65.00	\$1,300.00		\$158.00	\$3,160.00		\$162.80	\$3,256.00
	13	2130.523 WATER	MGAL	100	\$45.00	\$4,500.00		\$5.00	\$500.00		\$1.00	\$100.00		\$42.00	\$4,200.00		\$7.28	\$728.00
	14	2232.604 BITUMINOUS PATCH SPECIAL	SY	180	\$100.00	\$18,000.00		\$35.00	\$6,300.00		\$77.00	\$13,860.00		\$57.60	\$10,368.00		\$47.04	\$8,467.20
	15	2232.504 MILL BITUMINOUS SURFACE (2.0")	SY	24,821	\$2.00	\$49,642.00		\$2.00	\$49,642.00		\$1.50	\$37,231.50		\$1.30	\$32,267.30		\$1.30	\$32,267.30
	16	2360.509 TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	3,017	\$85.00	\$256,445.00		\$74.00	\$223,258.00		\$78.00	\$235,326.00		\$82.40	\$248,600.80		\$87.21	\$263,112.57
	17	2504.601 IRRIGATION SYSTEM REPAIR	LS	1	\$350.00	\$350.00		\$1,250.00	\$1,250.00		\$1,500.00	\$1,500.00		\$4,250.00	\$4,250.00		\$3,750.93	\$3,750.93
	18	2521.518 5" CONCRETE WALK	SF	575	\$12.00	\$6,900.00		\$9.65	\$5,548.75		\$8.58	\$4,933.50		\$9.82	\$5,646.50		\$8.90	\$5,117.50
	19	2521.518 6" CONCRETE WALK	SF	1,622	\$15.00	\$24,330.00		\$15.20	\$24,654.40		\$14.98	\$24,297.56		\$16.35	\$26,519.70		\$15.53	\$25,189.66
	20	2531.503 CONCRETE CURB AND GUTTER DESIGN B618	LF	1,398	\$36.00	\$50,328.00		\$31.30	\$43,757.40		\$30.36	\$42,443.28		\$31.40	\$43,897.20		\$31.49	\$44,023.02
	21	2531.503 CONCRETE CURB AND GUTTER DESIGN D418	LF	269	\$30.00	\$8,070.00		\$32.00	\$8,608.00		\$29.85	\$8,029.65		\$30.80	\$8,285.20		\$30.96	\$8,328.24
	22	2531.601 ADA COMPLIANCE SUPERVISOR	LS	1	\$5,000.00	\$5,000.00		\$300.00	\$300.00		\$1,218.49	\$1,218.49		\$1,250.00	\$1,250.00		\$1,263.80	\$1,263.80
	23	2531.618 7" CONCRETE DRIVEWAY PAVEMENT	SF	220	\$20.00	\$4,400.00		\$14.00	\$3,080.00		\$13.05	\$2,871.00		\$22.69	\$4,991.80		\$13.53	\$2,976.60
	24	2531.618 TRUNCATED DOMES	SF	320	\$66.00	\$21,120.00		\$50.00	\$16,000.00		\$60.92	\$19,494.40		\$62.00	\$19,840.00		\$63.19	\$20,220.80
	25	2563.601 TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00		\$7,200.00	\$7,200.00		\$6,919.84	\$6,919.84		\$19,245.00	\$19,245.00		\$9,880.00	\$9,880.00
	26	2573.501 EROSION CONTROL SUPERVISOR	LS	1	\$5,000.00	\$5,000.00		\$500.00	\$500.00		\$1,000.00	\$1,000.00		\$850.00	\$850.00		\$0.01	\$0.01
	27	2573.502 STORM DRAIN INLET PROTECTION	EACH	40	\$150.00	\$6,000.00		\$150.00	\$6,000.00		\$150.00	\$6,000.00		\$180.00	\$7,200.00		\$146.64	\$5,865.60
	28	2573.503 SEDIMENT CONTROL LOG TYPE STRAW	LF	585	\$4.00	\$2,340.00		\$4.00	\$2,340.00		\$2.00	\$1,170.00		\$5.50	\$3,217.50		\$4.16	\$2,433.60
	29	2573.503 SILT FENCE, TYPE MS	LF	200	\$3.00	\$600.00		\$5.00	\$1,000.00		\$4.00	\$800.00		\$3.10	\$620.00		\$8.32	\$1,664.00
	30	2575.523 RAPID STABILIZATION METHOD 3	MGAL	5	\$750.00	\$3,750.00		\$650.00	\$3,250.00		\$650.00	\$3,250.00		\$995.00	\$4,975.00		\$1,040.00	\$5,200.00
	31	2575.604 PERMANENT TURF ESTABLISHMENT	SY	841	\$15.00	\$12,615.00		\$20.00	\$16,820.00		\$11.00	\$9,251.00		\$6.95	\$5,844.95		\$15.94	\$13,405.54
	32	2582.503 4" BROKEN LINE PAINT	LF	960	\$0.15	\$144.00		\$0.23	\$220.80		\$0.22	\$211.20		\$0.23	\$220.80		\$0.23	\$220.80
	33	2582.503 4" DOUBLE SOLID LINE PAINT	LF	2,911	\$0.65	\$1,892.15		\$0.46	\$1,339.06		\$0.44	\$1,280.84		\$0.46	\$1,339.06		\$0.46	\$1,339.06
	34	2582.503 4" SOLID LINE PAINT	LF	9,806	\$0.35	\$3,432.10		\$0.23	\$2,255.38		\$0.22	\$2,157.32		\$0.23	\$2,255.38		\$0.23	\$2,255.38
	35	2582.503 12" SOLID LINE PAINT	LF	39	\$3.00	\$117.00		\$3.15	\$122.85		\$3.01	\$117.39		\$3.30	\$128.70		\$3.12	\$121.68
	36	2582.503 18" SOLID LINE PAINT	LF	134	\$4.00	\$536.00		\$3.41	\$456.94		\$3.26	\$436.84		\$3.50	\$469.00		\$3.38	\$452.92
	37	2582.503 24" SOLID LINE PAINT	LF	40	\$4.00	\$160.00		\$3.67	\$146.80		\$3.51	\$140.40		\$3.70	\$148.00		\$3.64	\$145.60
	38	2582.503 30" SOLID LINE PAINT	LF	81	\$6.00	\$486.00		\$3.94	\$319.14		\$3.76	\$304.56		\$3.90	\$315.90		\$3.90	\$315.90
	39	2582.518 CROSSWALK PAINT	SF	612	\$2.50	\$1,530.00		\$2.62	\$1,603.44		\$2.51	\$1,536.12		\$2.65	\$1,621.80		\$2.60	\$1,591.20
	40	2582.518 PAVEMENT MESSAGE PAINT	SF	339	\$3.75	\$1,271.25		\$4.20	\$1,423.80		\$4.01	\$1,359.39		\$4.25	\$1,410.75		\$4.16	\$1,410.24
	41	2104.502 REMOVE CASTING (STORM)	EA	8	\$165.00	\$1,320.00		\$90.00	\$720.00		\$198.96	\$1,591.68		\$125.00	\$1,000.00		\$246.79	\$1,974.32
	42	2104.502 REMOVE DRAINAGE STRUCTURE	EA	2	\$820.00	\$1,640.00		\$2,200.00	\$4,400.00		\$752.16	\$1,504.32		\$985.00	\$1,970.00		\$547.78	\$1,095.56
	43	2506.502 ADJUST FRAME & RING CASTING (STORM)	EA	11	\$485.00	\$5,335.00		\$270.00	\$2,970.00		\$243.88	\$2,682.68		\$615.00	\$6,765.00		\$417.56	\$4,593.16
	44	2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1 (2'X3')	EA	2	\$3,500.00	\$7,000.00		\$6,300.00	\$12,600.00		\$5,064.52	\$10,129.04		\$2,641.40	\$5,282.80		\$3,245.57	\$6,491.14
	45	2506.502 CASTING ASSEMBLY	EA	8	\$1,000.00	\$8,000.00		\$950.00	\$7,600.00		\$862.59	\$6,900.72		\$1,265.20	\$10,121.60		\$925.82	\$7,406.56
	46	2506.602 GROUT REPAIR - STRUCTURE INTERIOR	EA	31	\$1,000.00	\$31,000.00		\$490.00	\$15,190.00		\$376.08	\$11,658.48		\$492.00	\$15,252.00		\$188.39	\$5,840.09
	47	2506.602 GROUT REPAIR - ADJUSTING RINGS	EA	2	\$750.00	\$1,500.00		\$120.00	\$240.00		\$351.01	\$702.02		\$465.00	\$930.00		\$188.40	\$376.80
	48	2504.502 REMOVE VALVE BOX	EA	2	\$350.00	\$700.00		\$500.00	\$1,000.00		\$501.44	\$1,002.88		\$410.00	\$820.00		\$173.37	\$346.74
	49	2504.602 ADJUST VALVE BOX	EA	8	\$500.00	\$4,000.00		\$650.00	\$5,200.00		\$910.09	\$7,280.72		\$495.00	\$3,960.00		\$450.06	\$3,600.48
	50	2504.602 VALVE BOX	EA	2	\$1,700.00	\$3,400.00		\$1,900.00	\$3,800.00		\$2,158.19	\$4,316.38		\$296.00	\$592.00		\$406.58	\$813.16
	51	2506.502 REMOVE CASTING (SANITARY)	EA	1	\$200.00	\$200.00		\$100.00	\$100.00		\$275.31	\$275.31		\$145.00	\$145.00		\$179.43	\$179.43
	52	2506.502 ADJUST FRAME & RING CASTING W/ INFI SHIELD (SANITARY)	EA	13	\$750.00	\$9,750.00		\$990.00	\$12,870.00		\$1,047.18	\$13,613.34		\$665.00	\$8,645.00		\$901.70	\$11,722.10
	53	2506.502 CASTING ASSEMBLY (SANITARY)	EA	1	\$200.00	\$200.00		\$1,500.00	\$1,500.00		\$1,330.30	\$1,330.30		\$1,489.50	\$1,489.50		\$1,301.02	\$1,301.02
						\$732,506.50			\$546,716.46			\$559,815.48			\$590,924.24			\$593,369.49

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

**Resolution Authorizing Funding and 2025 Budget Amendments and Transfers
2025 Collector Road Rehabilitation Project, City Project 25-03**

WHEREAS, 2025 Collector Road Rehabilitation, City project 25-03, 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 \$724,431 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 Source</u>	<u>Amount</u>
Property Tax Levy (Bonds)	\$ 692,007
Water Operating	13,251
Sanitary Sewer Operating	19,174
	<u>\$ 724,431</u>

ADOPTED by the Lakeville City Council this 5th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Project Financing

Funding for the project was programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029). The following is a breakdown of the anticipated costs.

- Project Costs: Total

<u>Cost Type</u>	<u>Amount</u>
Construction Contract (McNamara Contracting)	\$ 546,716
Engineering/design/survey costs	95,686
Bonding costs	52,968
Contingency	27,336
Other costs	1,725
	\$ 724,431

- Project Costs: Financing

<u>Funding Source</u>	<u>Amount</u>
Property Tax Levy (Bonds)	\$ 692,007
Water Operating	13,251
Sanitary Sewer Operating	19,174
	\$ 724,431



Date: 5/5/2025

**Agreement with M&A Bauer Salvage for Kensington Park and Marion Fields Park
Playground Removals**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with M&A Bauer Salvage for Kensington Park and Marion Fields Park playground removals.

Overview

The Kensington Park and Marion Fields Park playgrounds are scheduled to be replaced in 2025. Staff have been working with M&A Bauer Salvage to arrange removal of the original playground equipment from both locations at no cost to the City. The option of having the old equipment removed by an outside source is a direct cost and staff time savings to the department. The contractor benefits from the opportunity to salvage the old playground materials. The original equipment removal will be scheduled just ahead of the installation of new equipment at both locations to minimize impact to users.

At this time, Staff is recommending the Mayor and City Council approve the Agreement with M&A Bauer Salvage at no cost to the City.

Supporting Information

1. Playground Equipment Removal Agreement

Financial Impact: \$0 **Budgeted:** No **Source:** N/A

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

Report Completed by: Mark Kruse, Parks Superintendent

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT is made this 5th day of May, 2025 by the **CITY OF LAKEVILLE**, Minnesota, a Minnesota municipal corporation (“City”) and **M&A BAUER SALVAGE**, a Minnesota corporation (“Company”) collectively referred to herein as “the Parties”.

WHEREAS, Minnesota Statute § 471.345 authorizes City to enter into contracts for the sale of equipment and the alteration of real property;

WHEREAS, City no longer needs certain playground equipment as a part of its operations as described on Exhibit A, attached hereto (“Playground Equipment”);

WHEREAS, the Playground Equipment is worth less than \$6,000.00;

WHEREAS, City wishes to allow Company to remove said surplus Playground Equipment and transfer the Playground Equipment to Company under the terms and conditions set forth below;

WHEREAS, Company agrees to remove and accept the Playground Equipment, under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and other considerations exchanged by the Parties as set forth herein, City hereby transfers to, and Company hereby accepts, the Playground Equipment as follows:

A. Description of the Assets.

1. Acquired Assets. As used in this agreement, the term “Playground Equipment” shall mean the equipment described in **Exhibit A**.
2. Exclusion of other assets. No assets of City other than the Playground Equipment are being transferred pursuant to this agreement and, therefore, under this agreement Company acquires no ownership in any assets of City other than those known herein as the Playground Equipment.

B. Consideration.

1. Rather than incur the cost for demolition and removal which is anticipated to be more costly than the market value of the used equipment, the City can have the equipment disassembled and removed at no cost by Company.
2. Company shall disassemble and remove the Playground Equipment at no cost to the City. Company must provide all required machinery and transportation in order to remove the Playground Equipment. Removal of Playground Equipment must occur at Marion Fields Park by May 30, 2025. Removal of Playground Equipment

must occur at Kensington Park by July 15, 2025. Company shall not remove the equipment until authorized by City.

3. Follow removal of the Playground Equipment, Company shall level the site so there are no holes.
4. Company shall not assume nor have any responsibility with respect to any obligation or debt of City.
5. The City will provide Company with a Bill of Sale wherein the City sells Landlord's Playground Equipment to Company on an "as is where is" basis as shown in **Exhibit C**.

C. Representations and Warranties.

1. City Representations and Warranties. City makes the following representations and warranties to Company:
 - a. City possesses clear title to all Playground Equipment free of any claims, encumbrances, or liens of third parties.
 - b. The Playground Equipment contain no hidden damage or defects known to City other than those disclosed in writing to Company prior to the execution of this Agreement.
 - c. The Playground Equipment are being transferred on an "AS IS" basis, and except as expressly set forth in the preceding sentence, CITY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAYGROUND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THEIR PHYSICAL CONDITION, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PLAYGROUND EQUIPMENT FOR ANY PARTICULAR PURPOSE, EXPRESS OR IMPLIED. COMPANY RELEASES CITY FROM ANY AND ALL CLAIMS AT LAW OR EQUITY REGARDING THE PLAYGROUND EQUIPMENT AND THEIR PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
2. City Additional Representations and Warranties. No additional warranties or representations are made by City.

D. Integration. This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations, and warranties, express

or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

- E. **Modification.** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- F. **Insurance.** The Company, at its expense, shall maintain the insurance coverage included in **Exhibit B**.
- G. **Indemnification.** To the fullest extent permitted by law, the Company 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 the Company's negligence or the Company's performance or failure to perform its obligations under this Agreement. The Company's indemnification obligation shall apply to the Company's subcontractor(s), or anyone directly or indirectly employed or hired by the Company, or anyone for whose acts the Company may be liable. The Company agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- H. **Acknowledgements.** Each party acknowledges that they have had an adequate opportunity to read and study this agreement, to consider it, to consult with attorneys if they have so desired.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the effective date.

CITY OF LAKEVILLE

M&A BAUER SALVAGE

Luke Hellier, Mayor

By 

Insert text here

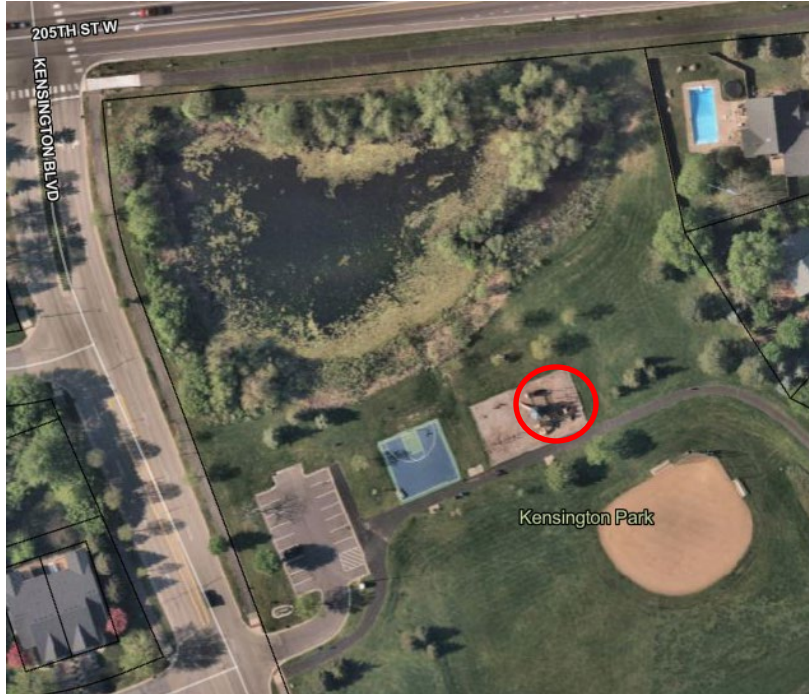
[print name]
Alie Bauer
Its Owner [title]

Ann Orlofsky, City Clerk

EXHIBIT A

Subject Playground Equipment

Kensington Park playground equipment located at 20600 Kensington Blvd, Lakeville, MN 55044.



Marion Fields playground equipment located at 20711 Dodd Boulevard, Lakeville, MN 55044.

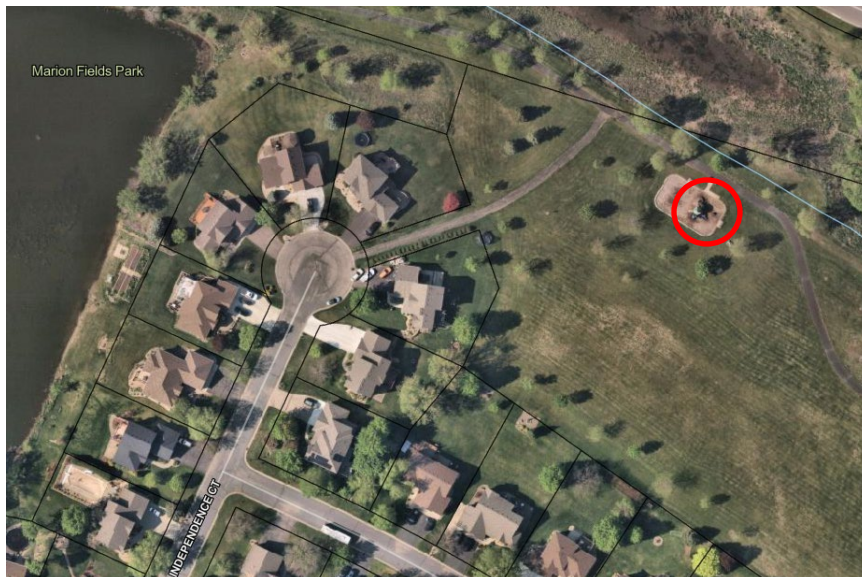


EXHIBIT B

Contractor's Required Insurance

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employers liability coverage 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 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 insurance requirements may be met through any combination of primary and umbrella/excess insurance.

All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City.

All insurance limits of any policy in excess of the minimum limits shall be available to the City.

All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under this Agreement.

Deductibles and self-insured retentions in excess of \$50,000 must be declared to and

approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.

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.

The 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' written notice for nonpayment of premium.

The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.

Failure to maintain required insurance coverage may result in suspension of work or termination of this Agreement. Please review these requirements with your insurance agent or broker for assurance that the mandatory types and limits of insurance coverages are in place.

The City's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.

All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

If the coverage period shown on the Contractor's current certificate(s) of insurance ends during the duration of the project, the Contractor must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage is in effect.

No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under this Agreement.

The Contractor's insurance shall not limit its indemnification obligation to the City under this Agreement.

EXHIBIT C

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Seller”), owner of the following described property hereby sells, conveys, transfers and assigns to M&A Bauer Salvage (“Buyer”), on an “as is” “where is” basis without any representations or warranties except as expressly stated herein, the following personal property: playground equipment located at Lakeville, Minnesota and described on **Exhibit A** attached hereto and made a part hereof.

Seller represents and warrants that it is the sole owner of the personal property described above, that the personal property is free from all encumbrances and that Seller has the right to sell and convey the personal property to Buyer.

Buyer agrees to indemnify, hold harmless, and defend Seller, its officials, employees, contractors, or agents, against any and all claims that may arise from injuries related to the Property that may occur after the date of sale below.

IN TESTIMONY WHEREOF, said Seller and Buyer have caused this Bill of Sale to be executed this 5th day of May 2025.

CITY OF LAKEVILLE

Luke Hellier, Mayor

Ann Orlofsky, City Clerk

M&A BAUER SALVAGE


By: _____

Its: _____

Owner



Date: 5/5/2025

Proposal with ECSI for Antlers Park Pavilion Surveillance System and Access Control

Proposed Action

Staff recommends adoption of the following motion:

Overview

As part of the Antlers Park Improvement and Expansion project, staff worked with ECSI to install a surveillance system and electronic card readers at the pavilion. This phase of the project would include the installation of cameras at Shelter B, installation of fiber line from the pavilion to Shelter C and installation of cat6 cabling to cameras. The expanded surveillance system will allow for better oversight of activities at the park and provide visibility to staff on emergent needs.

At this time, Staff is recommending that the Mayor and City Council approve proposals from ECSI for video surveillance and door card reader installation at the Antlers Park pavilion in the amount of \$27,240.00

Supporting Information

1. ECSI Antlers Park Proposal

Financial Impact: \$27,240.00 Budgeted: No Source: Park Improvement Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Joe Masiarchin, Parks and Recreation Director



Customer

ECSI
7900 Chicago Avenue S
Bloomington, MN
55420, United States

Prepared By:
Austin Halvorson
6128345039
ahalvorson@ecsillc.com

City of Lakeville
20195 Holyoke Ave
Lakeville, MN
55044

Trevor Stewart
952-985-2641
tastewart@lakevillemn.gov

Project: **City of Lakeville Antlers Park**

Scope of Work

Provide and Install (1) QNV-7082R 4MP outdoor dome cameras for (1) picnic areas

Install (2) PNM-C16083RVQ multi sensor cameras. One on a picnic shelter looking over the lake, another on a installed pole overlooking the lake. (Cameras purchased in 2024 with mounts)

Provide and Install fiber optic line to one picnic shelter

Provide and Install cat6 cabling to cameras

Provide and Install (1) Hoffman enclosure for the picnic shelter with storage space

Provide and install conduit for picnic shelter cameras

Program and adjust cameras views with IT/Parks staff

Excluded (-)

1. Provide all patching and painting as required
2. Provide underground conduit to Installed pole
3. Provide fiber Picnic storage closet/Pole location
4. Provide and Install light pole

Notes

Our proposal is valid for 30 days, based on acceptance of delivery within three months. Due to the volatility of the current market, pricing and availability of material and labor may be impacted. As always, ECSI will make every reasonable effort to hold the quoted price and provide materials and labor to meet the requirements of this project. Pricing and the availability of material and labor will need to be evaluated at the time of project award. Working hours are 6:00am - 3:30pm Monday through Friday.



Summary

Cost Type	
Labor and Adjustments	\$15,810.26
Materials	\$11,429.74
Subtotal	\$27,240.00

\$27,240.00

Accepted By

Date

.....

.....



Date: 5/5/2025

Amend 2024 General Fund and Technology Fund Budgets

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2024 General Fund and Technology Fund Budgets.

Overview

The Police Department, in conjunction with the Bureau of Criminal Apprehension (BCA), has identified a need for ongoing software to meet public safety technology requirements. Although funds were originally budgeted in the Technology Fund, the City's Technology Replacement Plan is intended for hardware acquisitions only.

As a result, a budget amendment is proposed to transfer \$35,000 from the Technology Fund to the General Fund Police Department Operating Budget to properly account for ongoing software licensing and subscription costs. This ensures compliance with the City's financial practices and accurately categorizes operating expenses.

Supporting Information

1. Res Amending 2024 Gen/Tech Fund Budgets
2. Exhibit A_2024 Budget Amendment Tech to Gen

Financial Impact: \$ 0 **Budgeted:** Yes **Source:** General Fund, Technology Fund
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE
RESOLUTION NO. _____

Resolution Amending the 2024 General Fund and Technology Fund Budgets

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

1. The 2024 budget for the General Fund and Technology Fund is hereby amended for the fiscal year ending December 31, 2024 as per Exhibit A, as attached hereto.

ADOPTED by the Lakeville City Council this 5th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

EXHIBIT A

CITY OF LAKEVILLE
JOURNAL ENTRY
JE: 00002051

Post Date: 12/31/2024
Entry Date: 04/29/2025

Entered By: JWERNER
Journal: BA

Description: BUDGET AMENDMENTS COUNCIL MTG 5/5/25

GL #	Description	DR	CR
1000.1200.6281.00	PD IPS/IDS SOFTWARE	0.00	35,000.00
4125.4127.6540.00	CAP OUTLAY MACHINERY/EQUIPMENT	<u>35,000.00</u>	<u>0.00</u>
Journal Total:		35,000.00	35,000.00

Although funds were originally budgeted in the Technology Fund, the City's Technology Replacement Plan is intended for hardware acquisitions only. As a result, a budget amendment is proposed to transfer \$35,000 from the Technology Fund to the General Fund Police Department Operating Budget to properly account for ongoing software licensing and subscription costs. This ensures compliance with the City's financial practices and accurately categorizes operating expenses.



Date: 5/5/2025

Contract for Replacement of Carpeting at the Performing Art Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve contract with Hertauss Inc., to replace carpet in the lobby, theater, and office area of the Performing Arts Center.

Overview

Last year, new carpeting was installed in the lower level of the Performance Art Center, as a plan to update the facility's interior and improve aesthetics. The carpeting in the theater, lobby, and office was not replaced at that time and remains significantly worn, faded, and mismatched with the updated areas.

To maintain a consistent appearance throughout the facility, it is recommended that the remaining carpet be replaced to match the new carpeting installed last year. This update will complete the carpeting upgrade project.

Staff has obtained two quotes for the carpet work which are attached to this background. The project was programmed in the 2025 facility CIP budget.

Supporting Information

1. Contract with Hertauss
2. Hertauss Quote
3. NFC Quote

Financial Impact: \$23,805.00 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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NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 5th day of May, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **HERTAUS FLOORS INC.**, a Minnesota corporation, ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Quote dated April 25th 2025 (Exhibit A).

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.

2. CONTRACTOR OBLIGATIONS. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents for installation of new carpeting in the main lobby, theater, conference room, and green room, of the Lakeville Area Performing Arts Center ("Work"). 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.

3. CONTRACTOR'S REPRESENTATIONS.

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

B. 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.

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

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in Exhibit A in accordance with the Quote, but not to exceed twenty-three thousand, eight hundred and five dollars and zero cents (\$23,805.00), 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.

5. COMPLETION DATE. The Contractor shall complete the Work on or before September 29th 2025.

6. WARRANTY. The Contractor guarantees that all warranties as specified in the Quote shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship. In addition to the warranties required in the specifications the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

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 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.

8. INSPECTION AT DELIVERY. At the point of delivery, the City will have the right inspect the goods for compliance with the Contract Documents prior to installation. As the result of the inspection, the City will:

- A. Accept the goods subject to an inspection report requiring correction; or
- B. Refuse to make payment until corrections are complete.

9. 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 Quote provided or negotiated between the parties based on similar work provided in the Proposal.

10. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota 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.

18. BACKGROUND CHECKS. The City may require 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.

19. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

20. 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.

21. 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.

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

23. 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.

24. RECORDS/AUDIT. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

25. 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.

26. 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 goods and 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.

Dated: May 5th, 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Dated: May 5th, 2025

HERTAUS INC.

By: _____


Print Name: Lisa A. Hertaus

Its: CFO

Proposal

4/25/2025 10:52:12 AM

Page 1



Hertaus Floors
 121 E Main Street
 New Prague MN 56071
 952-758-5740
 952-469-5123

Proposal #: **6020**
 SaleDate: **04/25/2025**
 Next Install:
 Sales Rep: **Samantha Collier**

SOLD TO

Lakeville Arts Center , 0

SHIPPED TO

--

MAIN AREA, ELEVATOR, LANDING, HALLS AND STEPS		QUANTITY	
1	Visionary, Cutting Edge	450.00 SqYrd	
	Carpet Tile	450.00 SqYrd	
2	Carpet Base, TBD	400.00 LnFt	
	Base- New Base Installed	400.00 LnFt	
5	Other	1.00 Each	
	Steps		
6	Removal and Disposal	450.00 SqYrd	
MAIN AREA, ELEVATOR, LANDING, HALLS AND STEPS Total			\$22,350.00

OFFICE		QUANTITY	
3	Carpet Tile TBD, TBD	27.00 SqYrd	
	Carpet Tile	27.00 SqYrd	
	To match other Gray Carpet Tile		
4	Carpet Base, TBD	60.00 LnFt	
	Base- New Base Installed	60.00 LnFt	
7	Removal and Disposal	27.00 SqYrd	
OFFICE Total			\$1,455.00

Comments:

Please see back page for additional terms and conditions.

SubTotal: \$23,805.00
Misc Chg: \$0.00
Total: \$23,805.00
Payments: \$0.00
Balance: \$23,805.00

Hertaus Floors - Terms & Conditions

General Agreement

By proceeding with Hertaus Floors, you acknowledge and agree to abide by these terms. Any changes after signing may incur additional charges and delay installation.

Estimates & Payments

- Estimates are valid for 30 days
- If Hertaus Floors is providing installation, 50% deposit is required ; 75% deposit required for cabinets.
- Remaining balance due upon completion.
- Payment in Full required on all Cash and Carry Purchases.
- Payments accepted: Cash, check, credit cards (3% surcharge applies to credit cards starting Jan 1, 2025).
- 1.5% monthly service charge (18% annually) applies to unpaid balances over 30 days past due.

Scheduling & Installation

- Installations scheduled after materials arrive; delays due to backorders communicated promptly.
- Homeowners are responsible for moving furniture and ensuring clear access unless otherwise stated.
- Additional charges may apply for subfloor repairs, leveling, or extra prep work.
- Installation concerns must be reported within 48 hours of completion.

Product Orders & Returns

- All orders are special orders and non-returnable.
- Customers must verify order details before signing off on purchases.

Flooring & Installation Considerations

- Wall & Baseboard Precautions: Minor scratches from carpet backing may occur; Hertaus Floors is not liable.
- Dust & Debris: Flooring removal generates dust; homeowners should protect belongings.
- Tack Strips & Transitions: Tack strips may be felt in some areas; additional charges apply for custom transitions.
- Seams: Seams will be visible in looped/pattern carpets and some plush carpets. Our installers will do their best to minimize the appearance of seams, but they cannot be completely invisible.
- Door Clearance: Flooring height changes may require door trimming (to be done by others).
- Subfloor & Leveling: If subfloor issues arise, repairs will be required at additional cost.
- Floating Floors: Cabinets cannot be installed over floating floors to maintain warranty.
- Tile Installations: Seasonal humidity may cause grout cracking; grout and caulking covered for one year. Trip charge will apply after.

Care & Warranty Compliance

- Carpet must be professionally cleaned every 18-24 months to maintain the warranty.
- Dyson vacuums are not recommended for carpets. Refer to the Carpet and Rug Institute for approved vacuums.
- Protective pads should be placed on furniture legs to prevent floor damage.
- Installation is warranted for 1 year. Product is warranted by the manufacturer.

Coordination With Other Contractors

- Plumbing/electrical work must be arranged by the homeowner unless otherwise stated.

Agreement & Signature

By signing below, I confirm that I have reviewed, understood, and agreed to these terms. Any changes made after signing may incur additional charges and delay the installation.

Customer Signature: _____

Print Name: _____

Date: _____

Proposal

4/25/2025 10:52:12 AM

Page 1



Hertaus Floors
121 E Main Street
New Prague MN 56071
952-758-5740
952-469-5123

Proposal #: **6020**
SaleDate: **04/25/2025**
Next Install:
Sales Rep: **Samantha Collier**

SOLD TO

Lakeville Arts Center

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SHIPPED TO

MAIN AREA, ELEVATOR, LANDING, HALLS AND STEPS		QUANTITY	
1	Visionary, Cutting Edge	450.00 SqYrd	
	Carpet Tile	450.00 SqYrd	
2	Carpet Base, TBD	400.00 LnFt	
	Base- New Base Installed	400.00 LnFt	
5	Other	1.00 Each	
	Steps		
6	Removal and Disposal	450.00 SqYrd	
MAIN AREA, ELEVATOR, LANDING, HALLS AND STEPS Total			\$22,350.00

OFFICE		QUANTITY	
3	Carpet Tile TBD, TBD	27.00 SqYrd	
	Carpet Tile	27.00 SqYrd	
	To match other Gray Carpet Tile		
4	Carpet Base, TBD	60.00 LnFt	
	Base- New Base Installed	60.00 LnFt	
7	Removal and Disposal	27.00 SqYrd	
OFFICE Total			\$1,455.00

Comments:

Please see back page for additional terms and conditions.

SubTotal: \$23,805.00
Misc Chg: \$0.00
Total: \$23,805.00
Payments: \$0.00
Balance: \$23,805.00

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- Installation is warranted for 1 year. Product is warranted by the manufacturer.

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Agreement & Signature

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Customer Signature: _____

Print Name: _____

Date: _____



3440 Winpark Drive Suite A, New Hope, MN 55427

Estimate Date: 4/21/2025
Expired Date: 5/21/2025

Lakeville Area Arts Center - 041625 - Tom Gross Bid Proposal

Prepared For:

Contact:
Tom Breeggemann
(952) 224-6219
tbreeggemann@lakevillemn.gov
Jobsite:
20965 Holyoke Ave, Lakeville, MN 55044

Prepared by:

Tom Gross
(612) 559-3165
tom@natlflooringcontractors.com

Scope of work

Per walk-through on 4/15/25:

Theater, stairs to theater & landing, theater lobby & stairs to lobby area, four additional sets of stairs two of which include landings, back set of stairs to include nosings, all other stairs to keep existing nosings, and hallway including closet

Note: This proposal does not include the conference room or upper-level theater lobby & balcony

Exclusions

Floor Prep Materials - Quantities TBD after substrate is exposed and will be billed at \$120/bag

NOTE: if adhesive grinding is needed, the cost for all areas on this proposal is \$3,924.90

Attic stock

Moving of furniture, equipment, appliances or other electrical or gas related items

Moisture mitigation in the event moisture results are higher than acceptable per manufacturer

Materials or labor for additional coatings, floor finishes or cleaning

Touch up painting

Floor covering protection

Lakeville Area Arts Center**Carpet Tile**

Description: Philadelphia, Visionary 54903 - 00705 Cutting Edge
18" x 36" carpet tile, 5 SY/CTN

Carpet Tile Adhesive

Description: 5000 carpet tile adhesive

Carpet Wall Base

Description: Philadelphia, Color Accents BL 54584 - color TBD
5" H bound carpet base

Stair Nosing

Description: Vinyl stair nosing - color Black
Nosing for back stairs to lower level

Demo

Description: Removal and disposal of existing carpet

Carpet Tile Installation

Description: Direct glue installation - ashlar method
Direction of tile TBD

Stair Carpet Tile Installation

Description: Direct glue installation on treads and risers

Carpet Wall Base Installation

Description: Installation of 5" H bound carpet base

Transitions

Description: Furnish and install vinyl transitions - color Black

Stair Nosing Installation

Description: Direct glue stair nosing installation

Summary

Subtotal	\$28,749.28
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US\$28,749.28

Accepted By

Date

Scope of work

Per walk-through on 4/15/25:

Upper-level theater lobby, storage closet, and balcony

Note: This proposal does not include the two sets of stairs to the upper-level lobby or the balcony stadium seating / stairs

Exclusions

Floor Prep Materials - Quantities TBD after substrate is exposed and will be billed at \$120/bag

NOTE: if adhesive grinding is needed, the cost for all areas on this proposal is \$640.80

Attic stock

Moving of furniture, equipment, appliances or other electrical or gas related items

Materials or labor for additional coatings, floor finishes or cleaning

Touch up painting

Floor covering protection

Lakeville Area Arts Center**Carpet Tile**

Description: Philadelphia, Visionary 54903 - 00705 Cutting Edge
18" x 36" carpet tile, 5 SY/CTN

Carpet Tile Adhesive

Description: 5000 carpet tile adhesive

Carpet Wall Base

Description: Philadelphia, Color Accents BL 54584 - color TBD
5" H bound carpet base

Stair Nosing

Description: Vinyl stair nosing - color Black
Nosing for top riser at lobby surface

Demo

Description: Removal and disposal of existing carpet

Carpet Tile Installation

Description: Direct glue installation - ashlar method
Direction of tile TBD

Carpet Wall Base Installation

Description: Installation of 5" H bound carpet base

Stair Nosing Installation

Description: Direct glue stair nosing installation

Summary

Subtotal	\$5,200.48
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US\$5,200.48

Accepted By

Date

Scope of work

Per walk-through on 4/15/25:

Conference Room

Exclusions

Floor Prep Materials - Quantities TBD after substrate is exposed and will be billed at \$120/bag

Attic stock

Moving of furniture, equipment, appliances or other electrical or gas related items

Moisture mitigation in the event moisture results are higher than acceptable per manufacturer

Materials or labor for additional coatings, floor finishes or cleaning

Touch up painting

Floor covering protection

Lakeville Area Arts Center

Carpet Tile

Description: Carpet tile TBD, material allowance of \$25/SY

Carpet Tile Adhesive

Description: Carpet tile adhesive

Carpet Wall Base

Description: Philadelphia, Color Accents BL 54584 - color TBD
5" H bound carpet base

Demo

Description: Removal and disposal of existing carpet

Adhesive Grinding

Description: Diamond grind existing adhesive

Carpet Tile Installation

Description: Direct glue installation - ashlar method
Direction of tile TBD

Carpet Wall Base Installation

Description: Installation of 5" H bound carpet base

Summary

Subtotal \$2,200.95

US\$2,200.95

Accepted By

Date

Terms & Conditions

Payment for materials is required to be paid in full prior to product orders unless other acceptable payment terms have been agreed upon

Payments for labor to be agreed upon between client and National Flooring Contractors

Material warranty provided by manufacturer

Labor warranty is effective for one year from specific product installation date

Materials will be installed per manufacturer(s) installation instructions. Please note that improper installation or improper use of material will void manufacturer and labor warranty

Access to facility after hours may be required

Unforseeable substrate conditions concealed by or caused by the existing floor coverings such as asbestos, moisture, mold, mildew, subfloor failure, deteriorated subfloor or incompatible subfloor may be discovered. Upon occurrence, the

work will cease and the cost of remediation or replacement along with the impact on the project schedule will be shared with client. Please note that it may be necessary to involve other parties to assess cost and proper remediation. Any change to the original scope of the project due to these circumstances will require written authorization for work to proceed.

Proposal is valid until expiration date shown at the top of the Bid Proposal. In the event that the expiration date has passed additional price increases may apply.

Cancelled projects will incur a cancellation fee equal to material costs incurred plus 25% of the project total



Date: 5/5/2025

Resolution Accepting Lakeville Public Safety Foundation Donation to the Lakeville Police Department for a Wellness Initiative

Proposed Action

Staff recommends adoption of the following motion: Move to accept a donation of \$4,000 from the Lakeville Public Safety Foundation for a Wellness Coach named Johnny Surprise

Overview

The Lakeville Public Safety Foundation donated funds to the Lakeville Police Department for a new wellness initiative. This donation is designated to go towards a new wellness coach, Johnny Surprise.

As our agency continues to grow, we have identified that prioritizing wellness is essential. We connected with our partner agency in Apple Valley and heard their positive experiences with Johnny, and through surveys of our own employees, we determined that Johnny would be a great fit for our department needs. Johnny organizes group training activities along with individual coaching sessions guiding members through fitness and nutrition plans. His mission is to empower first responders through training, motivation, and support.

This funding provides the Lakeville Police Department with a four month trial with Johnny to determine if his expertise can improve the wellness within our agency.

Supporting Information

None

Financial Impact: \$4,000. Budgeted: No Source: Donation Envision Lakeville Community Values: Safety Throughout the Community A Sense of Community and Belonging Report Completed by: Chief Brad Paulson
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