



Shakopee City Council Regular Meeting

Tuesday, October 6, 2026

7:00 PM

City Hall, 485 Gorman Street

Vision: Shakopee is a distinctive river town with a variety of business, cultural, and recreational opportunities in a safe, welcoming, and attractive environment. Our vision is for Shakopee to continue being the place people want to live, work, and play!

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
 - 4.a [Presentation of CAPRA Accreditation](#)
 - 4.b [Southern Valley Alliance Update](#)
5. Approval of Agenda
6. Consent Agenda

These items are considered routine and will be enacted by one motion. There will be no separate discussion of these unless a council member or staff requests, in which event the item will be removed from the consent agenda for separate discussion & action.

 - 6.a [Minnesota Department of Labor & Industry's MNOSHA Workplace Safety Grant Application](#)
 - 6.b [Monthly Financial Review - August 2026](#)
 - 6.c [Declare Costs to be Assessed and Establish a Public Hearing for the Stagecoach Road Full Depth Reconstruction Project](#)

- 6.d Declare Costs to be Assessed and Establish a Public Hearing for the 2026 Full Depth Pavement Reconstruction Project
- 6.e Surplus Property
- 6.f Authorize Final Acceptance and Payment for the Canterbury Commons Internal Roadway Improvements
- 6.g Authorize the Purchase of a EMS Rescue Truck and Associated Equipment
- 6.h Chevrolet First Responder Sponsorship Program Donation
- 6.i Department of Justice's Comprehensive Opioid, Stimulant, & Substance Use Program Grant Application
- 6.j FEMA's Assistance to Firefighter Grant Program Award
- 6.k Minnesota Department of Labor & Industry's Building Official Training Municipal Grant Application
- 6.l Minnesota Department of Public Safety's DWI Traffic Safety Officer Grant Award
- 6.m Minnesota Department of Public Safety's Toward Zero Deaths Grant Award
- 6.n US Economic Development Administration's Public Works & Economic Adjustment Assistance Program Grant Application
- 6.o Addition of 10-Visit Punch Cards to Community Center
- 6.p Contract for Shakopee Gravel Park Design
- 6.q Contract for Design for Chute Park
- 6.r Approval of the September 15, 2026, City Council Minutes
- 6.s 2027 "The Lookout" Indoor Playground Fees
- 6.t Contract Award for Roofs for Schroeder House and Livery
- 6.u Agreement with Stantec for 2050 Comprehensive Plan Creation

7. Public Comment

Individuals may address the City Council about any item not on the regular agenda. Speakers are requested to come to the center table, state their name and address for the clerk's record, and limit their remarks to three minutes. The City Council will not take official action on items discussed at this time, but may refer the matter to staff for a follow up report or direct that matter be scheduled on an upcoming agenda.

8. Business removed from consent agenda
9. Public Hearings
 - 9.a [Assessment hearing on delinquent refuse bills from Dick's Sanitation](#)
10. Recess for Economic Development Authority Meeting
11. Reconvene
12. General Business
 - 12.a [Award Contract for the Minnesota Riverbank Stabilization Project](#)
 - 12.b [Ordinance O2026-018 to strengthen the City's requirements for grease interceptors and the control of fats, oils, grease, and food solids discharged.](#)
13. Reports
Liaison and Administration
 - 13.a [City Bill List](#)
 - 13.b [News and Announcements](#)
14. Other Business
15. Adjourn to Wednesday, November 4, 2026, at 7:00 pm



Shakopee City Council October 6, 2026

4.a

Agenda Item: Presentation of CAPRA Accreditation
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:

No action required - informational only

Motion Type:

Informational only

Background:

The Commission for Accreditation of Park and Recreation Agencies (CAPRA) is the national accreditation program for park and recreation agencies and is administered through the National Recreation and Park Association (NRPA). Accreditation recognizes agencies that demonstrate compliance with nationally recognized standards for effective and responsible park and recreation management.

The Parks and Recreation Department began pursuing CAPRA accreditation in the fall of 2024 as an opportunity to comprehensively evaluate department operations, policies, procedures, programs, facilities, financial practices, and community services against national best practices. The accreditation process required an extensive department-wide self-assessment, collection and review of supporting documentation, and an on-site review conducted by a team of trained CAPRA visitors.

The department's completed self-assessment and supporting documentation were submitted to CAPRA on January 15, 2026. Following submission, an accreditation review team conducted an on-site visit in Shakopee from May 5–7, 2026. During the visit, the team met with staff, reviewed documentation, toured facilities, and evaluated the department's practices and operations against CAPRA standards.

Through this process, the department evaluated its operations against 156 CAPRA standards covering all aspects of park and recreation administration and service delivery.

The process provided an opportunity not only to demonstrate areas in which the department is performing well, but also to identify opportunities for continued improvement and establish practices that will support the department into the future.

Following completion of the self-assessment and accreditation review process, the City of Shakopee Parks and Recreation Department successfully achieved CAPRA accreditation in September of 2026. This designation represents a significant organizational accomplishment and reflects the collective work of staff throughout the department, as well as the support and collaboration of other City departments, community partners, and City leadership.

Staff will provide City Council with an overview of the CAPRA accreditation process, highlights from the department's accreditation journey, and what this national recognition means for Shakopee Parks and Recreation moving forward.

Recommendation:

No recommendation required

Budget Impact:

N/A informational only

Attachments:



Shakopee City Council October 6, 2026

4.b

Agenda Item: Southern Valley Alliance Update
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

Adopt the proclamation recognizing October as Domestic Violence Awareness Month.

Motion Type:

Simple Majority

Background:

Christie Larson from Southern Valley Alliance will present an update on the previous year's activities, and request that City Council consider a proclamation to raise awareness during Domestic Violence Awareness Month.

Recommendation:

Adopt proclamation recognizing October as Domestic Violence Awareness Month.

Budget Impact:

N/A

Attachments:

[2026 Proclamation.docx](#)

OFFICIAL PROCLAMATION

A PROCLAMATION OF THE CITY OF SHAKOPEE DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

The City of Shakopee recognizes the critical work being done by domestic violence advocates in service of survivors and victims of domestic abuse. I encourage all citizens to actively engage in the work and events sponsored by Southern Valley Alliance and other organizations working toward the elimination of domestic violence.

WHEREAS, 1 in 4 women and 1 in 7 men in the US have been the victim of severe physical violence by an intimate partner in their lifetime;

WHEREAS, more than 23,000 calls are placed to domestic violence hotlines nationwide every day;

WHEREAS, the impact of domestic violence is felt not only by individuals and families, but communities and the nation as a whole;

WHEREAS, Shakopee joins with others across the state of Minnesota, and nationwide, in supporting domestic violence victims and survivors, the advocates and organizations who serve them, and holding offenders accountable.

NOW, THEREFORE, BE IT RESOLVED that the members of the City Council of the City of Shakopee hereby Proclaim October 2026 as Domestic Violence Awareness Month.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October, 2026.

Mayor

City Clerk



Shakopee City Council October 6, 2026

6.a

Agenda Item: Minnesota Department of Labor & Industry's MNOSHA Workplace Safety Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-133, approving an application to the Minnesota Department of Labor and Industry's MNOSHA Workplace Safety Consultation grant program.

Motion Type:

Simple Majority

Background:

Minnesota Department of Labor and Industry's MNOSHA Workplace Safety Consultation grant program provides funding to Minnesota employers to make workplaces safer and healthier. The grant allows workplaces to apply for funding to cover the cost to purchase, install, train personnel, operate, and/or maintain recommended safety and/or health equipment, the cost of property necessary to meet safety inspection recommendations, and tuition reimbursement.

The City of Shakopee is seeking funding to relocate Fire Station #1's turnout gear storage from its current location near the duty crew's sleeping quarters to the truck bay's storage area. Turnout gear acts as a carrier for carcinogens, PFAS, and other residues. By moving the turnout gear storage out of and away from the crew's living area, the City is reducing the occurrence of off-gassing known to cause long-term health risks in firefighters.

Recommendation:

Adopt Resolution R2026-133.

Budget Impact:

The grant requires a 50% match, which will be provided by the Rahr Corporation donation, previously approved via Resolution R2026-130 on September 16, 2026.

Attachments:

[Resolution R2026-133.docx](#)

[Resolution R2026-130.pdf](#)

RESOLUTION R2026-133
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT AN APPLICATION TO MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY'S
MNOSHA WORKPLACE SAFETY CONSULTATION GRANT

WHEREAS, the City of Shakopee supports the application made to the Minnesota Department of Labor and Industry's MNOSHA Workplace Safety Consultation grant program, and

WHEREAS, the application is to obtain funding for the relocation of Fire Station #1 turnout gear storage area, and

WHEREAS, the City of Shakopee recognizes a 50% match is required and will be provided by donated funds, previously approved via Resolution R2026-130 on 16th day of September 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Department of Labor and Industry, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Department of Labor and Industry for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION R2026-130
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING THE DONATION OF \$10,000 FROM THE RAHR CORPORATION

WHEREAS, Minnesota Statute § 465.03 requires the City Council to adopt a resolution by a 2/3 vote to accept personal or real property; and

WHEREAS, Minnesota Statute § 465.04 authorizes cities to accept cash donations over \$1,000 upon terms and conditions to be approved by the governing body; and

WHEREAS, Rahr Corporation has generously offered a donation of \$10,000 to support the Shakopee Fire Department; and

WHEREAS, the City Council finds that accepting this donation is in the best interests of the City; and

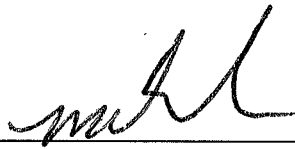
WHEREAS, acceptance of this donation formally recognizes Rahr Corporation's generous support of local public safety and fire department operations; and

WHEREAS, the donation further reinforces the strong partnership between Rahr Corporation and the City of Shakopee and highlights the company's continued commitment to enhancing the well-being of residents and supporting the essential services that safeguard the community; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, that the donation of \$10,000 from the Rahr Corporation is gratefully accepted; and

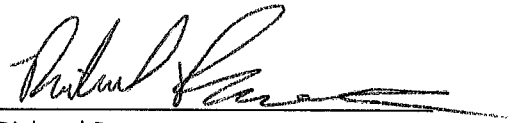
BE IT FURTHER RESOLVED that City staff is directed to send a letter to Rahr Corporation, acknowledging receipt of the donation and expressing the City Council's appreciation.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 15th day of September 2026.



Matt Lehman,
Mayor of the City of Shakopee

ATTEST:



Richard Parsons
City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379



Shakopee City Council October 6, 2026

6.b

Agenda Item: Monthly Financial Review - August 2026
Prepared by: Nate Reinhardt, Finance Director
Reviewed by:

Action to be considered:

Review of August 2026 General Fund revenues and expenditures.

Motion Type:

Informational only

Background:

General Fund - August 2026 (see attachment)

Revenues variances (67% target)

- Taxes will track lower than budgeted targets until the 2nd half property tax settlement is received in December.
- Licenses and permits are tracking ahead of budget targets and similar to the previous year, primarily from building permits, as the City continues to see growth.
- Charges for services are tracking below budget targets currently, this is expected to become more aligned with budget targets as the city receives payments for contracted police services for the summer months.
- Miscellaneous includes interest earning on investments, which are tracking ahead of budget targets.

Expenditure variances (67% of target)

- Total departmental expenditures are within the normal range and similar to last year's percentage through August.
- Finance expenditures are currently exceeding budget targets as a result of the timing of annual audit and property assessment contracts (full year paid during the first half of the year).
- Fire expenditures are currently tracking ahead of budget targets, as a result of full-time firefighters added with the SAFER grant. The budgeted number does not currently reflect a budget amendment for the SAFER grant.

Recommendation:

Information only

Budget Impact:

N/A

Attachments:

[2026.08 Monthly Financial Report- with Revenues.pdf](#)

CITY OF SHAKOPEE
Monthly Financial Report

	YTD 2026 Budget	August 2026 Actual	August YTD 2026 Actual	Budget Balance Remaining	Percent Used	August YTD 2025 Actual
01000 - GENERAL FUND						
REVENUES:						
* - TAXES	24,581,880	70,253	13,425,429	11,156,451	55% ↓	13,263,631
* - SPECIAL ASSESSMENTS	17,000	0	13,486	3,514	79% ↑	11,859
* - LICENSES AND PERMITS	4,392,000	402,009	3,862,410	529,590	88% ↑	3,764,496
* - INTERGOVERNMENTAL	5,617,250	656,222	3,593,708	2,023,542	64% →	3,281,828
* - CHARGES FOR SERVICES	6,548,180	435,730	3,686,548	2,861,632	56% ↓	5,246,929
* - FINES AND FORFEITS	325,200	26,521	227,339	97,861	70% →	225,881
* - MISCELLANEOUS	625,700	92,900	760,269	(134,569)	122% ↑	677,282
TOTAL REVENUES	42,107,210	1,683,634	25,569,189	16,538,021	61% →	26,471,906
EXPENDITURES:						
11 - MAYOR & COUNCIL	(196,400)	(8,075)	(122,771)	(73,629)	63% →	(141,105)
12 - ADMINISTRATION	(2,951,650)	(221,075)	(1,724,477)	(1,227,173)	58% →	(1,742,410)
13 - CITY CLERK	(633,900)	(53,425)	(372,923)	(260,977)	59% →	(273,210)
15 - FINANCE	(1,226,150)	(100,611)	(967,245)	(258,905)	79% ↓	(892,335)
17 - PLANNING AND DEVELOPMENT	(902,450)	(73,167)	(491,143)	(411,307)	54% ↑	(496,875)
18 - FACILITIES	(666,600)	(47,478)	(361,739)	(304,861)	54% ↑	(375,169)
31 - POLICE DEPARTMENT	(14,260,280)	(1,115,258)	(8,444,461)	(5,815,819)	59% →	(8,415,879)
32 - FIRE	(4,847,700)	(456,992)	(3,826,774)	(1,020,926)	79% ↓	(2,658,707)
33 - INSPECTION-BLDG-PLMBG-HTG	(2,316,250)	(152,264)	(1,770,336)	(545,914)	76% →	(1,661,593)
41 - ENGINEERING	(1,631,700)	(210,282)	(1,017,593)	(614,107)	62% →	(941,477)
42 - STREET MAINTENANCE	(2,894,450)	(125,824)	(1,573,352)	(1,321,098)	54% ↑	(1,880,191)
44 - FLEET	(603,170)	(42,525)	(352,591)	(250,579)	58% →	(328,530)
46 - PARK MAINTENANCE	(3,641,810)	(323,907)	(2,411,470)	(1,230,340)	66% →	(2,444,234)
67 - RECREATION	(5,997,100)	(549,224)	(3,975,263)	(2,021,837)	66% →	(3,916,546)
91 - UNALLOCATED	(237,600)	(516)	(19,099)	(218,501)	8% ↑	(13,678)
TOTAL EXPENDITURES	(43,007,210)	(3,480,623)	(27,431,237)	(15,575,973)	64% →	(26,181,939)
OTHER FINANCING						
* - TRANSFERS IN	900,000	0	0	900,000	0%	0
* - TRANSFERS OUT	0	0	0	0	#DIV/0!	0
OTHER FINANCING TOTAL	900,000	0	0	900,000	0%	0
FUND TOTAL	0	(1,796,988)	(1,862,048)	1,862,048		289,968

Key

- ↑ Varies more than 10% than budget positively
- ↓ Varies more than 10% than budget negatively
- Within 10% of budget



Shakopee City Council October 6, 2026

6.c

Agenda Item: Declare Costs to be Assessed and Establish a Public Hearing for the Stagecoach Road Full Depth Reconstruction Project
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-136, declaring costs to be assessed, ordering the preparation of proposed assessments and setting a public hearing for the Stagecoach Road Full Depth Reconstruction Project, CIF-25-001.

Motion Type:

Simple Majority

Background:

On February 4, 2025, City Council adopted Resolution R2025-013, approving the plans and specifications and ordering the advertisement for bids for the Stagecoach Road Full Depth Pavement Reconstruction Project, CIF-25-001. On May 6, 2025, City Council adopted Resolution R2025-051, accepting the bids and awarding the contract for the project.

The improvements have been constructed and are now complete. The final construction costs have been tabulated and the attached resolution declares the total cost to be assessed.

The final assessment amounts are based on a per acre basis. These per acre assessments were calculated using final construction costs in accordance with the City of Shakopee Assessment Policy.

	Estimated Assessment (Feasibility Report)	Actual Assessment (Final Contract)
Stagecoach Road	\$ 2,549.81/Acre	\$ 2,306.40/Acre

Recommendation:

Adopt Resolution R2026-136.

Budget Impact:

Project funding sources include the Capital Improvement Fund, Storm Sewer Fund, and Special Assessments to the benefiting properties. The total project costs will be presented and detailed at the Assessment Hearing to be held during the November 4, 2026 City Council meeting.

Attachments:

[Project Location_Assessment Map](#)

[ResolutionR2026-136_DeclareCostsAssessed](#)

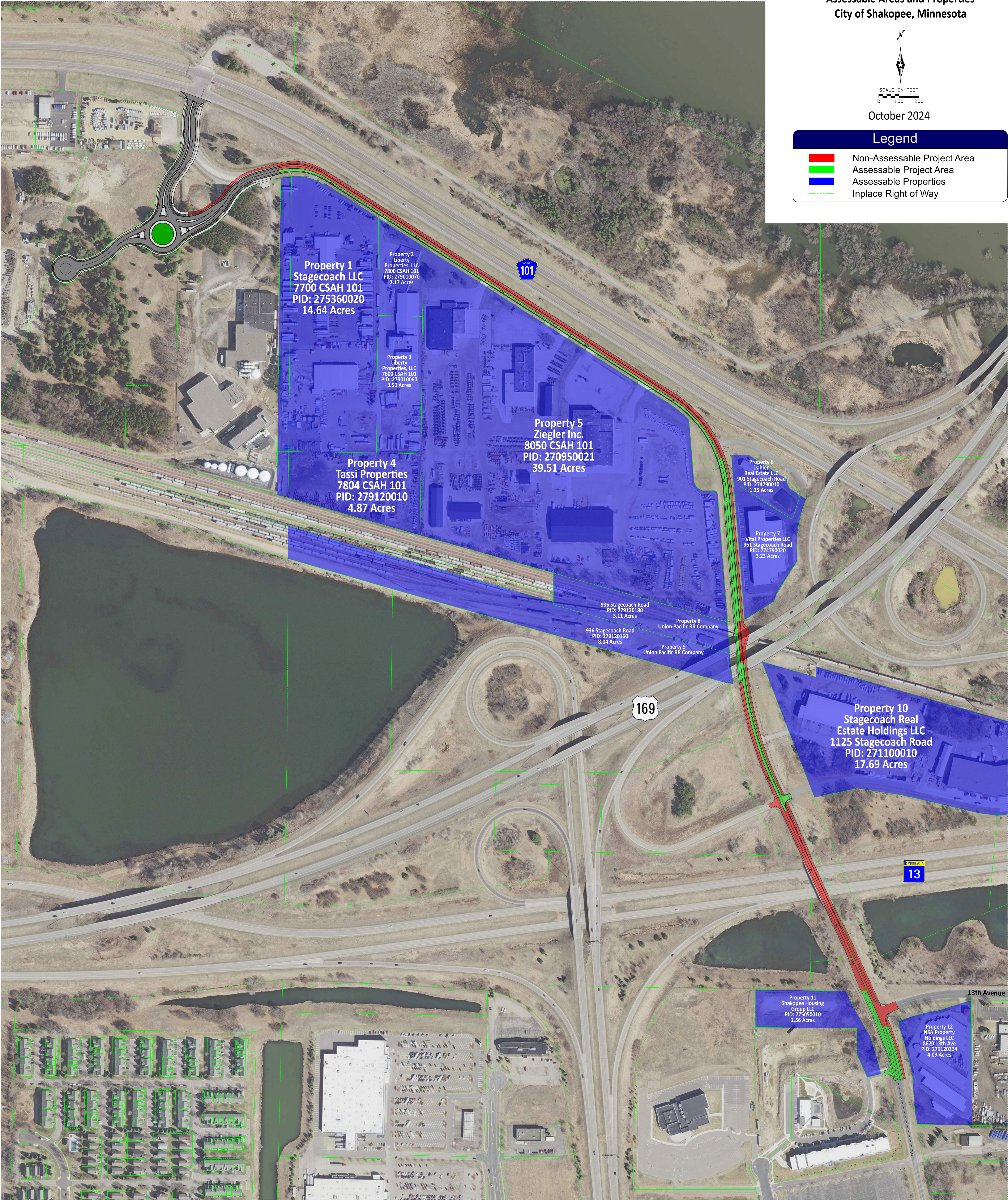
Stagecoach Road Improvements
Assessable Areas and Properties
City of Shakopee, Minnesota



October 2024

Legend

- Non-Assessable Project Area
- Assessable Project Area
- Assessable Properties
- Inplace Right of Way



RESOLUTION R2026-136
A RESOLUTION DECLARING THE COSTS TO BE ASSESSED,
ORDERING THE PREPARATION OF PROPOSED ASSESSMENTS AND SETTING A PUBLIC HEARING
FOR THE 2025 FULL DEPTH PAVEMENT RECONSTRUCTION PROJECT CIF-25-001

WHEREAS, a contract has been let for the construction of the 2025 Full Depth Pavement Reconstruction Project as described in the preliminary engineering report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA THAT:

1. The cost of such improvement to be specially assessed is hereby declared to be \$237,420.82.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and keep a copy of such proposed assessment in her office for public inspection.
3. That the City Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

BE IT FURTHER RESOLVED:

1. That a hearing shall be held on the 4th day of November 2026, in the Shakopee Council Chambers of City Hall, 485 Gorman Street, at 7:00 P.M. or thereafter, to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements and proposed assessments will be given an opportunity to be heard with reference to such assessment.
2. That the City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper of the City of Shakopee at least two weeks prior to the hearing and they shall state in the notice the total cost of the improvements. They also shall cause mailed notice of such hearing to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379



Shakopee City Council October 6, 2026

6.d

Agenda Item: Declare Costs to be Assessed and Establish a Public Hearing for the 2026 Full Depth Pavement Reconstruction Project
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-135, declaring costs to be assessed, ordering the preparation of proposed assessments and setting a public hearing for the 2026 Full Depth Pavement Reconstruction Project, CIF-26-001.

Motion Type:

Simple Majority

Background:

On December 16, 2025, City Council adopted Resolution R2025-140, ordering improvements and preparation of plans for the 2026 Full Depth Pavement Reconstruction Project. On February 4, 2026, City Council adopted Resolution R2026-020, approving the plans and specifications and ordering the advertisement for bids for the 2026 Full Depth Pavement Reconstruction Project, CIF-26-001. On March 17, 2026, City Council adopted Resolution R2026-038, accepting the bids and awarding the contract for the project.

The improvements have been constructed and are now complete. The final construction costs have been tabulated and the attached resolution declares the total cost to be assessed.

The final assessment amounts are based on a per acre basis. These per acre assessments were calculated using final construction costs in accordance with the City of Shakopee Assessment Policy.

	Estimated Assessment (Feasibility Report)	Actual Assessment (Final Construction Cost)
2026 Full Depth Pavement Reconstruction Project	\$ 7,167.43/Acre	\$ 3,868.21/Acre

Recommendation:

Adopt Resolution R2026-135

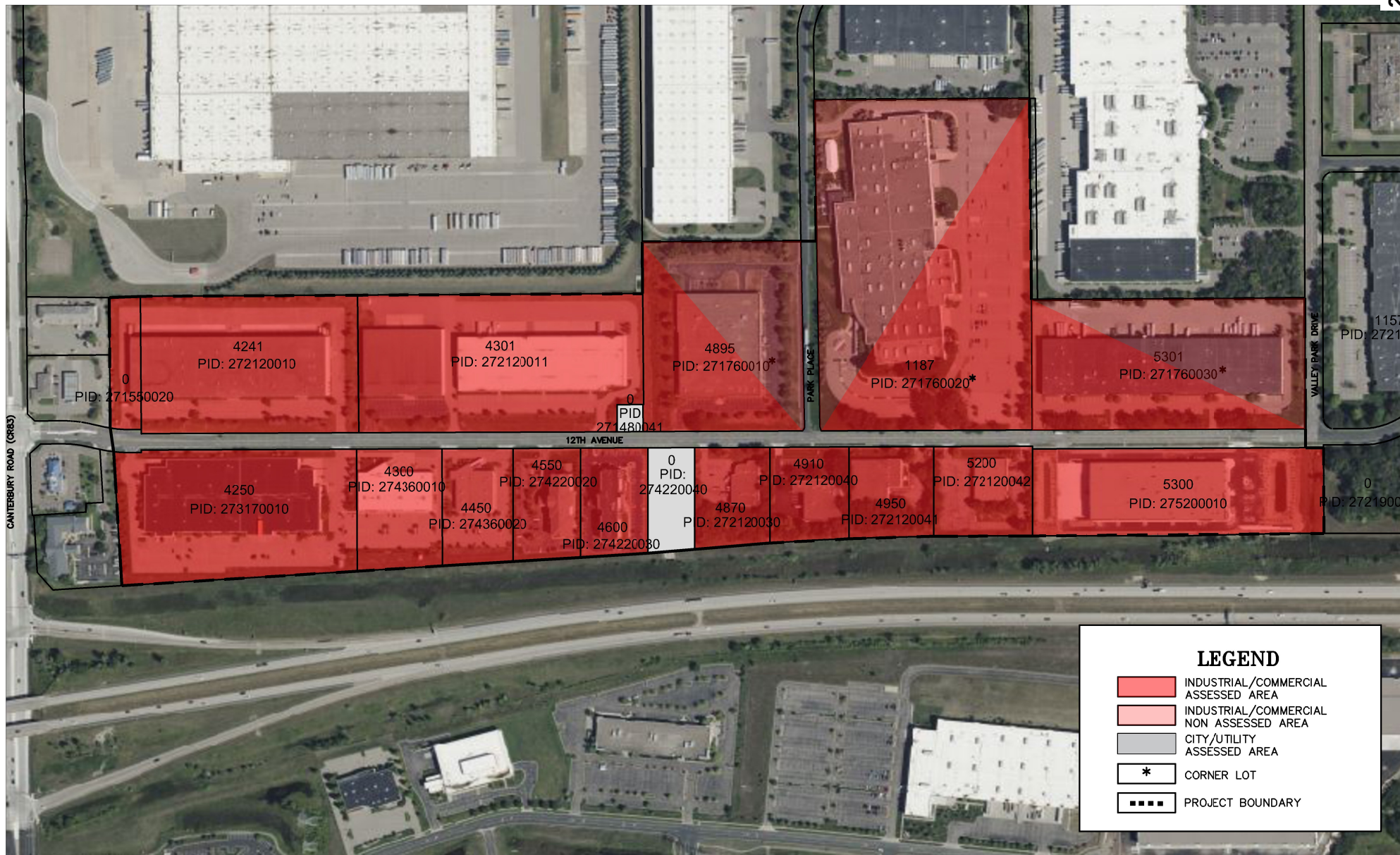
Budget Impact:

Project funding sources include the Capital Improvement Fund, Storm Sewer Fund, Sanitary Sewer Fund, and Special Assessments to the benefiting properties. The total project costs will be presented and detailed at the Assessment Hearing to be held during the November 4, 2026 City Council meeting.

Attachments:

[Project Area_Assessment Map](#)

[ResolutionR2026-135_DeclareCostsAssessed](#)



**12TH AVENUE FULL-DEPTH RECONSTRUCTION
ASSESSMENT MAP
12TH AVENUE**

DATE: NOV 2025
DRAWN BY: AE
SHAKOPEE ENGINEERING DEPARTMENT

FIGURE:
3

RESOLUTION R2026-135
A RESOLUTION DECLARING THE COSTS TO BE ASSESSED,
ORDERING THE PREPARATION OF PROPOSED ASSESSMENTS AND SETTING A PUBLIC HEARING
FOR THE 2026 FULL DEPTH PAVEMENT RECONSTRUCTION PROJECT CIF-26-001

WHEREAS, a contract has been let for the construction of the 2026 Full Depth Pavement Reconstruction Project as described in the preliminary engineering report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA THAT:

1. The cost of such improvement to be specially assessed is hereby declared to be \$324,446.08.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and keep a copy of such proposed assessment in her office for public inspection.
3. That the City Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

BE IT FURTHER RESOLVED:

1. That a hearing shall be held on the 4th day of November 2026, in the Shakopee Council Chambers of City Hall, 485 Gorman Street, at 7:00 P.M. or thereafter, to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements and proposed assessments will be given an opportunity to be heard with reference to such assessment.
2. That the City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper of the City of Shakopee at least two weeks prior to the hearing and they shall state in the notice the total cost of the improvements. They also shall cause mailed notice of such hearing to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379



Shakopee City Council October 6, 2026

6.e

Agenda Item: Surplus Property
Prepared by: Josh Davis, Sergeant
Reviewed by:

Action to be considered:

Declare three vehicles and two firearms as surplus property and authorize disposal.
Declare twelve bikes as surplus property and authorize disposal.

Motion Type:

Simple Majority

Background:

The following vehicles were obtained through forfeiture proceedings and are described as follows:

1. 2017 Jeep Renegade, VIN: ZACCJBAB1HPG64013
2. 2011 Ford F150, VIN: 1FTFW1ET1BFD31476
3. 2009 Hyundai Santa Fe, VIN: 5NMSH13E19H256191

The vehicles suitable for resale will be sold at auction and the proceeds, if any, will be distributed according to Minnesota State Statute. The vehicles unsuitable for resale will be junked.

The following firearms were obtained through forfeiture proceedings and are described as follows:

1. Springfield XD 9mm Handgun, Serial #BY483879
2. Remington Model 1-1100, Serial #: L435023M

The firearms will be destroyed.

The following bicycles and e-bikes are currently located in the bike garage. The owners of

this equipment are unknown, and the bicycles have been in the Shakopee Police Department bike garage for more than 90 days.

The bicycles/e-Bikes in the garage include:

1. Schwinn BMX Style Bike: Serial # SNFSD15D906113
2. Magna Excitor Bike: Serial # 48313943
3. Mongoose Mountain Bike: Serial # 8NFSD21MP3159
4. Genesis V2100 Bike: Serial # GS72874WMA
5. Magna Mountain Bike-Glacier Point: Serial # unknown
6. Murray Back Track Bike-Serial # MON2001995
7. Roadmaster MTN Sport SX Bike: Serial # C000372043
8. Roadmaster Mike: Serial # R8047WMDS
9. Huffy Rock Child's Bike: Serial # SNHTC17G91156
10. Aostirmotor A20 Fat Tire Folding e-Bike: Serial # FJYK202110082
11. Adult e-Scooter-Aotos GT101 Pro: Serial # AOGT1USACB25A80011
12. Adult e-Bike AiPAS M1 Pro: Serial # GLXA2025023633

The bikes suitable for resale will be sold and the proceeds, if any, will be deposited into the general fund. Bikes unsuitable for resale will be destroyed.

Recommendation:

Approve action/policy as requested.

Budget Impact:

None.

Attachments:



Shakopee City Council October 6, 2026

6.f

Agenda Item: Authorize Final Acceptance and Payment for the Canterbury Commons Internal Roadway Improvements
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Adopt Resolution R2026-131, accepting work on the Canterbury Commons Internal Roadway Improvements and authorizing final payment in the amount of \$210,751.28.

Motion Type:

Adopt

Background:

On June 4, 2024, the City Council adopted Resolution R2024-084 accepting the bids and awarding the contract for the Canterbury Commons Internal Roadway Improvements to Heselton Construction, LLC.

All of the improvements have been constructed in accordance with the contract documents. Attached is the Certificate of Completion and Final Pay Voucher showing the original contract amount of \$4,419,649.75 with actual final costs of \$4,062,532.80. All required project documentation has been received and is compliant. Final payment to Heselton Construction, LLC. in the amount of \$210,751.28 will be issued once approved.

Recommendation:

Adopt Resolution R2026-131

Budget Impact:

The total estimated final project amount is \$4,705,914.17. This project is funded by the Canterbury Commons Development Tax Increment Fund. The following table provides a summary of the costs and funding amounts comparing the estimated bid award budget versus the final project costs.

Cost and Funding for Canterbury Commons Internal Roadway Improvements

	Estimate Based on Bid Award	Based on Final Project Costs
COSTS		
Construction Cost	\$ 4,419,649.75	\$ 4,062,532.80
Streetlighting	\$ 200,000.00	\$ 118,381.37
Contingency	\$ 441,964.98	\$ 0.00
Subtotal	\$ 5,061,614.73	\$ 4,180,914.17
Engineering/Legal/Admin	\$ 1,000,000.00	\$ 525,000.00
Total Project Cost	\$ 6,061,614.73	\$ 4,705,914.17
FUNDING		
Cost Sharing (Canterbury Park)	\$ 0.00	\$ 0.00
Tax Increment Financing	\$ 6,061,614.73	\$ 4,705,914.17
Total Funding	\$ 6,061,614.73	\$ 4,705,914.17

Attachments:[Certificate of Substantial Completion.pdf](#)[193807171 Pay Request 10 Final.pdf](#)[Canterbury Commons Final_Letter.pdf](#)[Resolution R2026-131.docx](#)

CERTIFICATE OF SUBSTANTIAL COMPLETION



Project: Canterbury Commons Internal Roadways Improvements	Owner: Shakopee	Owner's Contract No: CIF 23-014-13
Contract:		Date of Contract: 6/4/2024
Contractor: Heslton Construction LLC.		Engineer's Project No: 193807171

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

	Date of Substantial Completion: 6/12/2026
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The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer: Bradley Fasbender	Date 9-1-2026
Accepted by Contractor: Jason Brandvold * Digitally signed by Jason Brandvold DN: c=US, e=jason@hesltonconstruction.com, ou=Jason Brandvold Date: 2026.09.23 09:17:08 -05'00'	Date 9/23/2026
Accepted by Owner:	Date

CERTIFICATE OF SUBSTANTIAL COMPLETION



The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

Owner:

Contractor:

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

Bradley Fasbender

Date:

9-1-2026

ENGINEER

BY:

Bradley Fasbender

AUTHORIZED SIGNATURE

CONTRACTOR accepts this Certificate of Substantial
Completion on

9/23/2026

Date:

Heselton Construction

CONTRACTOR

BY:

Jason Brandvold Digitally signed by Jason Brandvold
DN: cn=J. Brandvold, o=Heselton Construction, email=jbrandvold@heseltonconstruction.com,
c=US

AUTHORIZED SIGNATURE

OWNER accepts this Certificate of Substantial Completion on

Date:

OWNER

BY:

AUTHORIZED SIGNATURE

ESTIMATE VOUCHER

Estimate No: 10 Final Estimate
Project Name: Canterbury Commons Internal Roadways Improvements
Contract No: CIF 23-014-13
Period Ending: August 31, 2026
Contractor: Heselton Construction LLC.
Address: 680 NW 24th Street, Faribault, MN 55120

1	Original Contract Amount		\$	<u>4,419,649.75</u>
2	Change Order(s)	No. <u>1</u> Thru No. <u>4</u>	\$	<u>(326,704.89)</u>
3	Total Funds Encumbered		\$	<u>4,092,944.86</u>
4	Value of Work Completed		\$	<u>4,062,532.80</u>
	Value of Work Remaining	\$	<u>30,412.06</u>	
	Percent Complete		<u>99%</u>	
5	Retainage (0%)		\$	<u>-</u>
6	Previous Payment		\$	<u>3,851,781.52</u>
7	Deductions or Charges		\$	<u>-</u>
8	Total Retainage, Payments & Deductions (Line 5+6+7)		\$	<u>3,851,781.52</u>
	Payment Due (Line 4-8)		\$	<u>210,751.28</u>

CERTIFICATE OF PAYMENT

(I, We) hereby agree that the quantity and value of work shown herein is a fair estimate of the work completed to date.

Heselton Construction	Jason Brandvold
CONTRACTOR NAME	PRINT NAME
Project Manager	Jason Brandvold
TITLE	SIGNATURE

Digitally signed by Jason Brandvold
DN: C=US, E=jason@heseltonconstruction.com, CN=Jason Brandvold
Date: 2026.09.23 09:16:32-05'00'

CITY OF SHAKOPEE APPROVAL

Bradley Tolander
SIGNATURE (PROJECT ENGINEER)

8/31/2026

DATE

SIGNATURE (CITY ENGINEER)

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-07-26	\$449,297.25	\$22,464.86	\$426,832.39
2	2024-08-30	\$978,888.66	\$48,944.44	\$1,356,776.61
3	2024-09-30	\$1,173,483.94	\$58,674.19	\$687,977.36
4	2024-10-31	\$750,398.14	\$37,519.91	\$712,878.23
5	2024-12-12	\$250,202.14	\$12,510.11	\$237,692.03
6	2024-12-30	\$7,000.00	\$350.00	\$6,650.00
7	2025-07-03	\$81,242.17	\$4,062.11	\$77,180.06
8	2025-12-10	\$116,951.11	\$5,847.55	\$111,103.56
9	2026-07-01	\$247,043.45	\$12,352.17	\$234,691.28
10	2026-08-31	\$8,025.94	(\$202,725.34)	\$210,751.28

Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating	\$4,062,532.80	\$0.00	\$3,851,781.52	\$210,751.28	\$4,062,532.80

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
1	1	MOBILIZATION	LUM P SUM	\$89,000.00	1	0	\$0.00	1	\$89,000.00
2	2	CLEARING	EAC H	\$400.00	2	0	\$0.00	8	\$3,200.00
3	3	GRUBBING	EAC H	\$400.00	2	0	\$0.00	8	\$3,200.00
4	4	REMOVE SIGN	EAC H	\$26.00	1	0	\$0.00	3	\$78.00
5	5	SALVAGE CASTING	EAC H	\$60.00	1	0	\$0.00	0	\$0.00
6	6	SALVAGE HYDRANT & VALVE	EAC H	\$360.00	1	0	\$0.00	0	\$0.00
7	7	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$2.25	181	0	\$0.00	59	\$132.75
8	8	REMOVE CURB & GUTTER	LIN FT	\$3.00	125	0	\$0.00	132	\$396.00
9	9	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.20	3581	0	\$0.00	3860	\$8,492.00
10	10	REMOVE CONCRETE WALK	SQ FT	\$1.00	1413	0	\$0.00	300	\$300.00
11	11	SALVAGE REDUCER	EAC H	\$180.00	1	0	\$0.00	0	\$0.00
12	12	SUBGRADE EXCAVATION (EV)	CU YD	\$0.01	593	0	\$0.00	0	\$0.00
13	13	EXCAVATION - COMMON	CU YD	\$8.35	16682	0	\$0.00	16682	\$139,294.70
14	14	EXCAVATION - ROCK	CU YD	\$62.00	70	0	\$0.00	299.57	\$18,573.34
15	15	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$13.70	14935	0	\$0.00	12787	\$175,181.90

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
16	16	COMMON EMBANKMENT (CV)	CU YD	\$2.00	5780	0	\$0.00	25949.75	\$51,899.50
17	17	SUBGRADE PREPARATION	ROAD STA	\$0.01	41.5	0	\$0.00	41.5	\$0.42
18	18	AGGREGATE BASE (CV) CLASS 5	CU YD	\$30.55	6758	0	\$0.00	6329.09	\$193,353.70
19	19	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$78.75	2450	0	\$0.00	1816.46	\$143,046.23
20	20	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	\$80.05	2450	0	\$0.00	2059.35	\$164,850.97
21	21	4" PERF TP PIPE DRAIN	LIN FT	\$7.00	8133	0	\$0.00	150	\$1,050.00
22	22	4" PVC PIPE DRAIN CLEANOUT	EACH	\$245.00	85	0	\$0.00	2	\$490.00
23	23	8" PVC PIPE SEWER	LIN FT	\$40.35	220	0	\$0.00	0	\$0.00
24	24	10" PVC PIPE SEWER	LIN FT	\$50.70	396	0	\$0.00	498	\$25,248.60
25	25	12" PVC PIPE SEWER	LIN FT	\$55.75	1585	0	\$0.00	1629	\$90,816.75
26	26	15" RC PIPE SEWER DES 3006 CL III	LIN FT	\$50.75	1215	0	\$0.00	930	\$47,197.50
27	27	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$54.55	1019	0	\$0.00	803	\$43,803.65
28	28	21" RC PIPE SEWER DES 3006 CL III	LIN FT	\$61.25	307	0	\$0.00	307	\$18,803.75
29	29	30" RC PIPE SEWER DES 3006 CL III	LIN FT	\$105.00	369	0	\$0.00	369	\$38,745.00
30	30	36" RC PIPE SEWER DES 3006 CL III	LIN FT	\$133.50	1219	0	\$0.00	1219	\$162,736.50
31	31	36" RC PIPE SEWER DES 3006 CL V	LIN FT	\$192.25	304	0	\$0.00	304	\$58,444.00
32	32	42" RC PIPE SEWER DES 3006 CL III	LIN FT	\$193.65	91	0	\$0.00	88	\$17,041.20
33	33	48" RC PIPE SEWER DES 3006 CL III	LIN FT	\$245.00	85	0	\$0.00	87	\$21,315.00
34	34	CONNECT TO EXISTING SANITARY SEWER	EACH	\$800.00	2	0	\$0.00	2	\$1,600.00
35	35	8" PIPE PLUG	EACH	\$42.00	4	0	\$0.00	0	\$0.00
36	36	10" PIPE PLUG	EACH	\$139.00	3	0	\$0.00	3	\$417.00
37	37	12" PIPE PLUG	EACH	\$166.00	1	0	\$0.00	3	\$498.00
38	38	VIDEO TAPE PIPE SEWER	LIN FT	\$2.10	2201	0	\$0.00	2127	\$4,466.70
39	39	CONNECT TO EXISTING WATER MAIN	EACH	\$1,500.00	6	0	\$0.00	6	\$9,000.00
40	40	HYDRANT	EACH	\$6,000.00	20	0	\$0.00	20	\$120,000.00

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
41	41	INSTALL HYDRANT & VALVE	EAC H	\$1,350.00	1	0	\$0.00	0	\$0.00
42	42	ADJUST GATE VALVE & BOX	EAC H	\$120.00	2	0	\$0.00	0	\$0.00
43	43	8"X6" REDUCER	EAC H	\$630.00	8	0	\$0.00	8	\$5,040.00
44	44	10"X6" REDUCER	EAC H	\$730.00	1	0	\$0.00	1	\$730.00
45	45	12"X6" REDUCER	EAC H	\$940.00	2	0	\$0.00	2	\$1,880.00
46	46	12"X8" REDUCER	EAC H	\$980.00	3	0	\$0.00	3	\$2,940.00
47	47	6" GATE VALVE & BOX	EAC H	\$2,315.00	17	0	\$0.00	16	\$37,040.00
48	48	8" GATE VALVE & BOX	EAC H	\$3,145.00	14	0	\$0.00	9	\$28,305.00
49	49	10" GATE VALVE & BOX	EAC H	\$4,605.00	1	0	\$0.00	1	\$4,605.00
50	50	12" GATE VALVE & BOX	EAC H	\$5,565.00	7	0	\$0.00	9	\$50,085.00
51	51	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$69.50	199.5	0	\$0.00	212	\$14,734.00
52	52	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$70.00	2406	0	\$0.00	2054	\$143,780.00
53	53	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$109.00	40	0	\$0.00	61	\$6,649.00
54	54	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$100.50	3283.5	0	\$0.00	3205	\$322,102.50
55	55	4" POLYSTYRENE INSULATION	SQ YD	\$26.65	10	0	\$0.00	64	\$1,705.60
56	56	DUCTILE IRON FITTINGS	POU ND	\$8.00	11807	0	\$0.00	7579.5	\$60,636.00
57	57	INSTALL CASTING	EAC H	\$830.00	1	0	\$0.00	2	\$1,660.00
58	58	ADJUST FRAME & RING CASTING	EAC H	\$830.00	1	0	\$0.00	0	\$0.00
59	59	CONST DRAINAGE STRUCTURE DES 48-4020 INCL CSTG	LIN FT	\$900.00	89	0	\$0.00	110.68	\$99,612.00
60	60	CONST DRAINAGE STRUCTURE DES 60-4020 INCL CSTG	LIN FT	\$880.00	60	0	\$0.00	61.25	\$53,900.00
61	61	CONST DRAINAGE STRUCTURE DES 72-4020 INCL CSTG	LIN FT	\$1,166.00	43.9	0	\$0.00	72.32	\$84,325.12
62	62	CONST DRAINAGE STRUCTURE DES 84-4020 INCL CSTG	LIN FT	\$1,245.00	17.9	0	\$0.00	17.55	\$21,849.75
63	63	CONST DRAINAGE STRUCTURE DES 96-4020 INCL CSTG	LIN FT	\$1,640.00	14.3	0	\$0.00	14.08	\$23,091.20
64	64	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EAC H	\$1,457.00	1	0	\$0.00	1	\$1,457.00

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
65	65	CORE DRILLED HOLE 4"	EAC H	\$95.00	45	0	\$0.00	2	\$190.00
66	66	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	LIN FT	\$665.00	99.8	0	\$0.00	23.58	\$15,680.70
67	67	CONSTRUCT 48" DIA. SANITARY MANHOLE	LIN FT	\$440.00	147	0	\$0.00	152.71	\$67,192.40
68	68	4" CONCRETE WALK	SQ FT	\$5.30	34227	0	\$0.00	25109	\$133,077.70
69	69	6" CONCRETE WALK	SQ FT	\$14.65	1690	0	\$0.00	1512	\$22,150.80
70	70	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$18.50	8305	0	\$0.00	6530	\$120,805.00
71	71	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$103.75	258	0	\$0.00	387	\$40,151.25
72	72	8" CONCRETE VALLEY GUTTER	SQ YD	\$129.00	197	0	\$0.00	360	\$46,440.00
73	73	TRUNCATED DOMES	SQ FT	\$51.85	283	0	\$0.00	276	\$14,310.60
74	74	3" NON-METALLIC CONDUIT	LIN FT	\$11.40	528	0	\$0.00	664	\$7,569.60
75	75	4" NON-METALLIC CONDUIT	LIN FT	\$14.00	176	0	\$0.00	3115	\$43,610.00
76	76	INSTALL NON-METALLIC CONDUIT	LIN FT	\$5.00	4750	0	\$0.00	7874	\$39,370.00
77	77	TRAFFIC CONTROL	LUM P SUM	\$6,635.00	1	0	\$0.00	1	\$6,635.00
78	78	TYPE III BARRICADES	EAC H	\$365.00	9	0	\$0.00	12	\$4,380.00
79	79	INSTALL SIGN TYPE C	EAC H	\$130.00	36	0	\$0.00	36	\$4,680.00
80	80	SIGN PANELS TYPE C	SQ FT	\$36.30	207.25	7.96	\$288.94	306.71	\$11,133.57
81	81	STABILIZED CONSTRUCTION EXIT	LUM P SUM	\$4,200.00	1	0	\$0.00	0.5	\$2,100.00
82	82	STORM DRAIN INLET PROTECTION	EAC H	\$245.00	98	0	\$0.00	47	\$11,515.00
83	83	SILT FENCE, TYPE MS	LIN FT	\$1.70	13403	1180	\$2,006.00	8602	\$14,623.40
84	84	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$2.50	500	0	\$0.00	6153	\$15,382.50
85	85	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	\$1.60	853	0	\$0.00	3585	\$5,736.00
86	86	4" SOLID LINE PAINT	LIN FT	\$0.40	5306	0	\$0.00	4185	\$1,674.00
87	87	12" SOLID LINE PAINT	LIN FT	\$2.80	485	0	\$0.00	144	\$403.20
88	88	24" SOLID LINE PAINT	LIN FT	\$3.35	40.5	0	\$0.00	27	\$90.45

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
89	89	4" BROKEN LINE PAINT	LIN FT	\$0.40	990	0	\$0.00	480	\$192.00
90	90	4" DBLE SOLID LINE PAINT	LIN FT	\$0.80	2777	0	\$0.00	2494	\$1,995.20
91	91	PAVT MSSG PAINT	SQ FT	\$3.85	357	0	\$0.00	322.02	\$1,239.78
92	92	CROSSWALK PAINT	SQ FT	\$2.30	1452	0	\$0.00	936	\$2,152.80
93	93	DECIDUOUS TREE 2.5" CAL B&B	EAC H	\$655.00	135	0	\$0.00	135	\$88,425.00
94	94	SUBSOILING	ACR E	\$350.00	4	0	\$0.00	0	\$0.00
95	95	SOIL BED PREPARATION	ACR E	\$260.00	4	0	\$0.00	2.19	\$569.40
96	96	FERTILIZER TYPE 3	POU ND	\$0.85	800	0	\$0.00	600	\$510.00
97	97	TOPSOIL BORROW	CU YD	\$27.00	3970	0	\$0.00	2523.3	\$68,129.10
98	98	SODDING TYPE MINERAL	SQ YD	\$8.30	7960	0	\$0.00	6603	\$54,804.90
99	99	SEEDING	ACR E	\$260.00	2.5	0	\$0.00	3.18	\$826.80
100	100	WEED SPRAYING	ACR E	\$777.00	2	0	\$0.00	0	\$0.00
101	101	WEED SPRAY MIXTURE	GALL ON	\$207.00	0.25	0	\$0.00	0	\$0.00
102	102	SEED MIXTURE 25-131	POU ND	\$5.50	400	0	\$0.00	530	\$2,915.00
103	103	HYDRAULIC STABILIZED FIBER MATRIX	POU ND	\$1.05	7500	0	\$0.00	8000	\$8,400.00
104	104	REMOVE FENCE	LIN FT	\$3.90	1995	0	\$0.00	290	\$1,131.00
105	105	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$1.85	315	0	\$0.00	0	\$0.00
106	106	REMOVE SEWER PIPE (STORM)	LIN FT	\$9.00	68	0	\$0.00	192	\$1,728.00
107	107	REMOVE PAVEMENT	SQ YD	\$2.25	295	0	\$0.00	400	\$900.00
108	108	EXCAVATION - COMMON	CU YD	\$3.50	22905	0	\$0.00	22905	\$80,167.50
109	109	BASIN SEDIMENT EXCAVATION (EV)	CU YD	\$21.85	1945	0	\$0.00	806.65	\$17,625.30
110	110	IMPERVIOUS CLAY EMBANKMENT (CV)	CU YD	\$16.50	6114	0	\$0.00	6114	\$100,881.00
111	111	AGGREGATE BASE (CV) CLASS 5	CU YD	\$40.00	66	0	\$0.00	0	\$0.00
112	112	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$193.75	50	0	\$0.00	0	\$0.00
113	113	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	\$193.75	66	0	\$0.00	0	\$0.00
114	114	36" RC PIPE APRON	EAC H	\$2,700.00	2	0	\$0.00	2	\$5,400.00



Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
115	115	42" RC PIPE APRON	EAC H	\$2,800.00	1	0	\$0.00	1	\$2,800.00
116	116	48" RC PIPE APRON	EAC H	\$3,260.00	1	0	\$0.00	1	\$3,260.00
117	117	36" RC PIPE SEWER DES 3006 CL III	LIN FT	\$137.00	164	0	\$0.00	131	\$17,947.00
118	118	42" RC PIPE SEWER DES 3006 CL III	LIN FT	\$188.50	829	0	\$0.00	826	\$155,701.00
119	119	48" RC PIPE SEWER DES 3006 CL III	LIN FT	\$266.50	35	0	\$0.00	34	\$9,061.00
120	120	CONNECT TO EXISTING STORM SEWER	EAC H	\$865.00	1	0	\$0.00	1	\$865.00
121	121	CONST DRAINAGE STRUCTURE DES 54-4020, INCL CSTG	LIN FT	\$350.00	8	0	\$0.00	0	\$0.00
122	122	CONST DRAINAGE STRUCTURE DES 60-4020, INCL CSTG	LIN FT	\$790.00	16	0	\$0.00	0	\$0.00
123	123	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EAC H	\$16,565.00	1	0	\$0.00	1	\$16,565.00
124	124	RANDOM RIPRAP CLASS III	CU YD	\$80.00	32	0	\$0.00	109	\$8,720.00
125	125	INSTALL FENCE	LIN FT	\$65.00	2065	0	\$0.00	0	\$0.00
126	126	STABILIZED CONSTRUCTION EXIT	LUM P SUM	\$2,100.00	1	0	\$0.00	0	\$0.00
127	127	STORM DRAIN INLET PROTECTION	EAC H	\$245.00	1	0	\$0.00	0	\$0.00
128	128	CULVERT END CONTROLS	EAC H	\$135.00	3	0	\$0.00	3	\$405.00
129	129	SILT FENCE, TYPE MS	LIN FT	\$1.70	3500	0	\$0.00	1998	\$3,396.60
130	130	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$2.50	80	0	\$0.00	950	\$2,375.00
131	131	MNDOT 35-241 SEED MIX, FERTILIZER TYPE 3, CAT 30 BLANKET	SQ YD	\$1.95	6173	0	\$0.00	6173	\$12,037.35
132	132	MNDOT 35-241 SEED MIX, FERTILIZER TYPE 3, CAT 70 BLANKET	SQ YD	\$7.70	16	0	\$0.00	10	\$77.00
133	133	MNDOT 25-151 SEED MIX, FERTILIZER TYPE 3, CAT 30 BLANKET	SQ YD	\$1.95	3604	0	\$0.00	5362	\$10,455.90
134	134	MNDOT 25-151 SEED MIX, FERTILIZER TYPE 3, CAT 70 BLANKET	SQ YD	\$7.70	69	0	\$0.00	70	\$539.00
PROJECT TOTALS:							\$2,294.94	\$3,929,899.13	

Project Category Totals		
Category	Amount This Request	Amount To Date
Construction	\$2,294.94	\$3,929,899.13

Contract Change Item Status										
CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CO 2	141	1	Road C Elimination	LS	(\$426,205.28)	1	0	\$0.00	0	\$0.00
CO 2	142	2	Core and Main Reduced Discount	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
CO 4	148	19	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$11.61	1798.3	0	\$0.00	1798.3	\$20,878.26
CO 4	149	9990.07570	MILLING	LS	\$1,200.00	1	0	\$0.00	1	\$1,200.00
CO 4	150	2	TRAFFIC CONTROL	LUM P SUM	\$6,601.38	1	0	\$0.00	1	\$6,601.38
CO 4	151	1	HANDICAP SIGNAGE	LS	\$5,731.00	1	1	\$5,731.00	1	\$5,731.00
CO 4	152	9990.14931	PARKING LOT STRIPING AND MARKINGS	LS	\$1,974.50	1	0	\$0.00	1	\$1,974.50
CO 4	153	6	Concrete	LS	\$27,350.95	1	0	\$0.00	1	\$27,350.95
CO 4	154	2106.607	Excavation Special	LS	\$23,684.30	1	0	\$0.00	1	\$23,684.30
CO 4	155	124	SOD	SY	\$15.00	140	0	\$0.00	140	\$2,100.00
CO 4	156	9990.18011	STREET SWEEPING	LS	\$2,980.00	1	0	\$0.00	1	\$2,980.00
WO 1	135	33	CONNECT TO EXISTING SANITARY SEWER PIPE	EAC H	\$2,340.00	1	0	\$0.00	1	\$2,340.00
WO 2	136	9990.26104	CORE DRILL MANHOLE	EA	\$2,000.00	1	0	\$0.00	1	\$2,000.00
WO 3	137	1	Remove Watermain	LS	\$1,742.54	1	0	\$0.00	1	\$1,742.54
WO 4	138	17	BITUMINOUS PATCHING	SY	\$48.26	32	0	\$0.00	51	\$2,461.26
WO 5	139	23	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	LF	\$27.77	44	0	\$0.00	44	\$1,221.88
WO 6	140	2106.601	SITE GRADING	LS	\$1,967.00	1	0	\$0.00	1	\$1,967.00
WO 7	143	2	TRAFFIC CONTROL	LUM P SUM	\$5,197.50	1	0	\$0.00	1	\$5,197.50
WO 8	144	2571.502	DECIDUOUS TREE 2.5" CAL B&B	EAC H	\$195.00	37	0	\$0.00	37	\$7,215.00
WO 9	145	2574.507	TOPSOIL BORROW	CU YD	\$3.00	325.7	0	\$0.00	325.7	\$977.10
WO 10	146	2106.607	Excavation Special	LS	\$6,636.00	1	0	\$0.00	1	\$6,636.00



City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Page 9 of 11
Client Project Number:
Payment Number: 10

WO 11	147	2563. 601	TRAFFIC CONTROL	LUM P SUM	\$1,375.00	1	0	\$0.00	1	\$1,375.00
Contract Change Totals:								\$0.00	\$7,000.00	
Contract Change Totals:								\$5,731.00	\$92,500.39	
Contract Change Totals:								\$0.00	\$2,340.00	
Contract Change Totals:								\$0.00	\$2,000.00	
Contract Change Totals:								\$0.00	\$1,742.54	
Contract Change Totals:								\$0.00	\$2,461.26	
Contract Change Totals:								\$0.00	\$1,221.88	
Contract Change Totals:								\$0.00	\$1,967.00	
Contract Change Totals:								\$0.00	\$5,197.50	
Contract Change Totals:								\$0.00	\$7,215.00	
Contract Change Totals:								\$0.00	\$977.10	
Contract Change Totals:								\$0.00	\$6,636.00	
Contract Change Totals:								\$0.00	\$1,375.00	

Contract Total	\$4,062,532.80
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	10" Sewer Stub Location on 12th Downtime	\$0.00	\$2,340.00
2	Core drill new pipe opening into blank manhole	\$0.00	\$2,000.00
3	Water Main Removal	\$0.00	\$1,742.54
4	Bituminous Patch Special	\$0.00	\$2,461.26
5	Remove and Replace Curb and Gutter for D Curb Installation.	\$0.00	\$1,221.88
6	Grading of existing slope to tie into pond berm	\$0.00	\$1,967.00
2	Road C improvements accounted for \$453,583.28 in the overall contract. When Road C was removed, Core and Main reduced Heselton's material discount from \$42,00 to \$35,000. This increased Heselton material costs by \$7,000. The total decrease in the contract price related to the removal of Road C is \$446,583.28.	\$0.00	\$7,000.00

1	The following changes are hereby made to the Contract Documents: Substantial completion date has been revised to 30 days after the completion of the Amphitheater parking lot or June 14th, 2025, whichever comes first. Final completion has been revised to June 28th, 2025. Justification: The substantial and final completion dates have been revised to 2025 to account for the coordination delays attributed to private utility relocations, adjacent construction projects, and material procurement. The Amphitheater improvements, including the VIP parking lot, need to be completed prior to allowing Heselton to grade the boulevards, construct the sidewalk and installing the landscaping along Road B adjacent to the parking lot. Heselton will complete the rest of the sidewalk, landscaping, restoration and irrigation coordination not adjacent to the parking lot in 2024. The City is amenable to extending the contract completion date to allow the improvements to be completed during favorable weather conditions creating a better finished product. The contractor has expressed that some of the bid items may increase in price due to expected rising labor and material costs that are to be discussed in the spring. The increased costs will be limited to the values found in the Construction Cost Index, if necessary.	\$0.00	\$0.00
7	Additional Traffic Control Costs from project time frame extension.	\$0.00	\$5,197.50
8	Increased pricing for trees planted in 2025, which were scheduled to be installed in 2024. This price increase includes labor, equipment, and trees.	\$0.00	\$7,215.00
9	Topsoil increase that was installed in 2025 instead of 2024.	\$0.00	\$977.10
10	Excavation of temporary vegetation and regrading of boulevards from 2024.	\$0.00	\$6,636.00
11	Extended Duration Traffic Control	\$0.00	\$1,375.00
3	Substantial completion date has been revised to May 29th, 2026. Final completion has been revised to June 19th, 2026. Justification: The substantial and final completion dates have been revised to 2026 to account for the coordination delays from adjacent construction projects. The Amphitheater improvements, including the VIP parking lot, needed to be completed prior to allowing Heselton to grade the boulevard, construct the sidewalk and install the landscaping along Road B adjacent to the parking lot. The Amphitheater improvements did not get completed until the second week in October of 2025, which prevented final paving and striping operations from occurring. The City is amenable to extending the contract completion date to allow the remaining work to be completed during favorable weather conditions creating a better finished product. The contractor has expressed that some of the bid items may increase in price due to expected rising labor and material costs that are to be discussed in the spring. The increased costs will be limited to values found in the construction cost Index, if necessary.	\$0.00	\$0.00

4	4.1-Line item #19 Type SP 9.5 Wearing Course Mix (3,C) has increased from the base bid_ price of \$78.75 to \$90.36 The plan quantity of 1,798.3 tons results in a contract increase of \$20,878.26. 4.2-Milling- Removing bituminous ramps at Road B and Canterbury Drive, Road A and Canterbury Drive, and Road A and 12th Avenue. The milling of the bituminous ramps will be at a lump sum of \$1,200.00. 4.3-Traffic Control- Extended Traffic Control, temporary handicap signs, precast barriers for undeveloped driveway entrance, and additional mobilization at a lump sum of \$6,601.38. 4.4-Handicap Signage- Install handicap signage and van accessible signage along the North Curb Line of Lot G at a lump sum of \$5,731.00. 4.5-Striping- Parking Lot striping to change ADA parking stalls along the South Curb Line of Parking Lot G at a lump sum of \$1,974.50. 4.6-Street Sweeping- Cleaning of streets in preparation for wear paving and striping from_ outside tracking at a lump sum of \$2,980.00. 4.7-Additional Concrete-Project has added additional sidewalk along Roadway B and pedestrian ramps inside Parking Lot G. Work includes the following: 4" sidewalk at \$ 9.35 Per/SF x 1,907 SF= \$17,830.45, 6" Pedestrian Walk at \$18.15 Per/SF x 210 SF= \$3,811.50, B612 at \$33.00 Per/LF x 173 LF= \$5,709.00. The total cost for the concrete work is \$27,350.95. 4.8-Excavation Special-Work includes removal of curb and sidewalk in Parking Lot G, grading and backfilling for additional sidewalk along Roadway B, Grading, Class 5, backfilling, bituminous patching, and irrigation adjustment for additional ped ramps in Parking Lot G. Payment shall be at a lump sum of \$ 23,684.30. 4.9-Sod-Work includes mobilization, preparation, equipment, labor, and materials to install sod at the locations of concrete work throughout the project and parking lot. Payment shall be \$15.00 Per/SY x 140 SY=\$2,100.00.	\$5,731.00	\$92,500.39
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Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



Stantec Consulting Services Inc.
733 Marquette Ave Ste 1000
Minneapolis, MN 55402
Tel: (612) 712-2000

September 23rd, 2026

City of Shakopee
Attn: Alex Jordan
485 Gorman Street
Shakopee, MN 55379

Re: Canterbury Commons
City of Shakopee
Stantec Project No. 193807171

Dear Alex,

The work on the Canterbury Commons Project with Heselton Construction has been satisfactorily completed and we recommend final payment at this time. The final amount is approximately 1% under the revised contract amount, which is due to minor differences between estimated bid and actual quantities used.

The following are included in the closeout package for the above-mentioned project:

- Request for Payment No. 10-Final.
- IC-134's
- Lien Waivers
- Certificate of Substantial Completion
- Consent of Surety

Should you have any questions regarding this project, please feel free to contact me at 651-238-0603.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink that reads "Bradley Fasbender".

Bradley Fasbender

RESOLUTION R2026-131
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA ACCEPTING WORK
ON THE CANTERBURY COMMONS INTERNAL ROADWAY IMPROVEMENTS PROJECT, CIF-23-014-13

WHEREAS, pursuant to a written contract signed with the City of Shakopee on June 4, 2024, Heselton Construction, LLC., has satisfactorily completed the Canterbury Commons Internal Roadway Improvements in accordance with such contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: The work completed under said contract is hereby accepted and approved.

BE IT FURTHER RESOLVED AS FOLLOWS: The City Clerk and Mayor are hereby directed to issue a proper order for the final payment on such contract in the amount of \$210,751.28, taking the contractor's receipt in full.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379



Shakopee City Council October 6, 2026

6.g

Agenda Item: Authorize the Purchase of a EMS Rescue Truck and Associated Equipment
Prepared by: Joe Simon, Fire Chief
Reviewed by:

Action to be considered:

Authorize the purchase of a EMS rescue truck and associated equipment in an amount not to exceed \$450,000 utilizing the H-GAC Master Agreement.

Motion Type:

Simple Majority

Background:

Project Overview: Authorization is requested to purchase a 2027 CIP-funded EMS rescue truck for Station 1, fully standardizing EMS operations alongside Station 2's incoming 2026 unit. The existing 2023 Chevrolet Silverado response unit will be reassigned to replace a 2016 Chevrolet Tahoe utility vehicle.

Operational Value: Purposely designed and built for two-firefighter crews, the new unit offers dedicated equipment compartments, preserves cab seating for trainees, and allows independent response to medical calls without taking heavy engines out of service. Utilizing lighter apparatus for EMS calls accelerates navigation in traffic while substantially lowering fuel and maintenance costs on primary fire engines.

Procurement & Budget: The total estimated project cost is \$450,000. Vehicle construction by Fouts Bros. Inc. will be executed via Fire Safety USA, Inc. (Rochester, MN) through the H-GAC Master Agreement for complete purchasing compliance. Outfitting equipment will be purchased through established department vendors.

Recommendation:

Staff recommends approval.

Budget Impact:

Authorization is requested in advance due to extended manufacturing lead times. The funds are fully allocated in the 2027 Capital Improvement Plan, resulting in zero impact

on the current budget.

Attachments:

[Fouts HGAC Master Agreement.pdf](#)

[27-321 Project Details.pdf](#)

[Fire Safety USA EMS Rescue Truck Contract.pdf](#)



Fire Safety USA
3253 19th St NW
Rochester, MN 55901

October 2, 2025

To Whom It May Concern:

Re: Authorization of Fire Safety USA to act under H-GAC Master Agreement ID 11612 (FS12-23)

Fouts Bros., Inc. ("Fouts") is the Contractor of record under the Houston-Galveston Area Council (H-GAC) Master Agreement for Public Services, Contract ID 11612 (FS12-23), executed January 3, 2024. This letter confirms the following:

1. Authorized dealer/reseller designation. Fouts designates Fire Safety USA ("Dealer") as an authorized dealer/reseller for purposes of marketing, quoting, and facilitating sales to eligible H-GAC participating entities under the above-referenced Master Agreement. Fouts remains solely responsible as Contractor of record for all obligations, performance, and compliance under the H-GAC contract.
2. Access to contract and pricing. Dealer is permitted to present and support sales of Fouts fire apparatus and related options to H-GAC members at the pricing and discounts established in the Master Agreement and the associated published price sheets, including any approved amendments and updates in effect at the time of sale. All orders will be processed in accordance with H-GAC requirements through Fouts as Contractor.
3. Scope and limitations. This authorization is limited to transactions conducted under H-GAC Master Agreement ID 11612 (FS12-23). H-GAC reserves the right to reject any entity acting on a contractor's behalf. Nothing in this letter alters the Master Agreement's terms, conditions, or performance obligations.

This authorization is effective as of the date of this letter and remains in force unless withdrawn by Fouts in writing or upon expiration/termination of the Master Agreement, subject to any surviving end-user agreements.

Please contact the undersigned with any questions regarding this authorization.



Sincerely,

A handwritten signature in blue ink that reads "Michael Lopus". The signature is written in a cursive, flowing style.

Michael Lopus
Applications Engineer
Fouts Bros, Inc.
616-450-7206

2026

Capital Improvement Plan

Shakopee, MN



Project #	Equip-27-321		
Project Name	Fire: 1 EMS Rescue Truck		
Total Project Cost	\$450,000	Contact	Fire Chief
Department	Equipment Internal Serv. Fund	Type	Equipment
Category	Fire	Priority	2 - Smart to do
Status	Active	Useful Life	8 years
Accounting Code	7800.1740 100032	Fund	Capital Equipment Internal Service Fund
2027 Replace Vehicle #	SK1013 SK1047		

Description

Replace fire operation vehicles: Unit SK1047 (a 2016 Chevrolet Tahoe) and Unit SK1013 (a Ford F-350 pickup) will be permanently retired and removed from service as part of the Fire Department's restructuring plan.

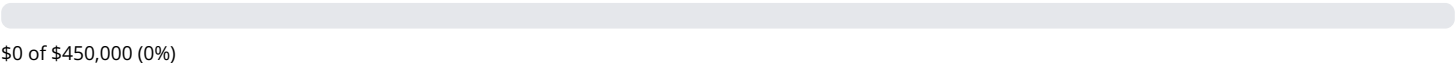
One EMS rescue truck was purchased early for delivery in 2026.

Purchase one new quick response EMS rescue trucks order in 2026 for 2027.

Justification

Replacement schedule: 8 years

Life Budget Utilization



Prior	Expenditures	2026	Future
0	-	-	450,000

Prior	Funding Sources	2026	Future
0	-	-	450,000



FIRE APPARATUS PURCHASE CONTRACT AGREEMENT

This Agreement ("Agreement") is made this 5th day of October 2026, by and between Fire Safety USA, Inc., 3253 19th Street NW, Rochester, MN, 55901, (hereinafter "Company") and the Shakopee Fire Department, 2700 Vierling Dr E, Shakopee, MN 55379 (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Purchase Price:

The Buyer agrees to pay a purchase price of Three Hundred Fifteen Thousand Dollars.

[\$ 315,000.00].

Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

PAYMENTS

Buyer agrees that the terms of payment shall include 90% payment due before the truck leaves the Fouts factory and the remaining 10% due upon delivery and acceptance of the new apparatus.

All payments from Customer shall be made payable to Fire Safety USA, Inc. and no other payee shall be named.

3.) Pre-Build: If included in the specifications, a pre-build conference will be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

4.) Delivery: The Buyer shall be kept updated throughout the purchase process with estimated delivery timelines.

It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.



5.) Final Inspection - Customer Factory Inspection: A final inspection shall be performed at the Company's dealership location prior to delivery to the customer. In the event that the buyer fails to make a final inspection by the date agreed upon by both Company and Buyer, Company reserves the right to arrange for delivery of the Apparatus to the Buyer, and to charge the Customer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2.

6.) Buyer's Cancellation for Convenience. If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) Title: The Company and Buyer agree that the Manufacturer's Statement of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Manufacturer's Statement of Origin shall remain with the Company until the Apparatus is in the physical custody of the Buyer, or Statement of Origin will be utilized to apply for a Motor Vehicle Title, depending on applicable law(s) in destination state. Statement of Origin or Title Application documentation will be sent to customer within ten business days after delivery of the vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

8.) Warranty: The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of **TWO YEARS** from the in-service date per the Warranty Registration Card. Warranties beyond this may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.

With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) Notices: The parties to this Agreement designate Shakopee Fire Department, 2700 Vierling Dr E, Shakopee, MN 55379 as representative of the Buyer and Fire Safety USA, Inc. as representative of the Company for purposes of all communications regarding this Agreement.

10.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.



11.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

12.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Rochester, Minnesota. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

BUYER:

Shakopee Fire Department, MN.

By: _____

Title: _____

Date: _____

COMPANY:

FIRE SAFETY USA, INC.

By: _____

Ryan Clarey, Fire Safety USA, Inc.

Title: Dealer Principal

Date: _____



FIRE SAFETY USA, INC.

3253 19TH STREET NW
ROCHESTER, MN 55901

TOLL-FREE: 1-877-699-3473

PHONE: 507-529-8444

FAX: 507-529-8111

WWW.FIRESAFETYUSA.COM



Proposal Pricing for **SHAKOPEE FIRE DEPARTMENT**

2027 FOUTS FIRE RESCUE

\$315,000

AVAILABLE: Within 12 Months

INCLUDED IN QUOTED PRICE:

Description

- Two (2) Year Bumper to Bumper Warranty
- Kussmaul Inverter/Charger
- Whelen Core w/ Vehicle to Vehicle Sync
- Whelen Freedom Lightbar Upgrade
- Whelen TAL85 48" Traffic Advisor
- Super Single Conversion w/ Winch and Brush Guard
- Graphic Allowance of \$3000
- Shelving Allowance of \$10,000
- All specifications and updated CAD files for approval.



Shakopee City Council October 6, 2026

6.h

Agenda Item: Chevrolet First Responder Sponsorship Program Donation
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-139, accepting a donation of \$500 from Chevrolet's First Responder Sponsorship Program.

Motion Type:

Two-Thirds Vote

Background:

The Shakopee Fire Department was selected by Shakopee Chevrolet for its annual Chevrolet First Responders Sponsorship Program. The program allows Chevy dealerships across the country to designate a local First Responder organization of their choice to be sponsored by Chevrolet, providing the organization with a donation of \$500.

Recommendation:

Adopt Resolution R2026-139.

Budget Impact:

The donation of \$500 will be used to purchase additional firefighter turnout gear.

Attachments:

[Resolution R2026-139.docx](#)

RESOLUTION R2026-139
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING A DONATION FROM CHEVROLET'S FIRST RESPONDER PROGRAM

WHEREAS, on November 6, 2002, the City Council adopted Resolution No. 5794, which established procedure relating to the receipt of gifts and donations by the City, and

WHEREAS, Resolution No. 5794 specifies that monetary donations shall be accepted by resolution of the City Council, and shall require a two-thirds majority of the Council for acceptance, and

WHEREAS, Shakopee Chevrolet has generously selected Shakopee Fire Department for its annual First Responders Sponsorship Program, providing a donation \$500.

WHEREAS, this donation will be valued by and beneficial to the City of Shakopee and its Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA that the donation is gratefully accepted; and

FURTHER, the City staff is directed to send a letter to the donor, acknowledging receipt of the gift and expressing the appreciation of the City Council.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council October 6, 2026

6.i

Agenda Item: Department of Justice's Comprehensive Opioid, Stimulant, & Substance Use Program Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-140, approving an application to the Department of Justice's (DOJ) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP).

Motion Type:

Simple Majority

Background:

The DOJ's COSSUP grant supports the development, implementation, or expansion of comprehensive programs in response to overdose deaths, illicit opioids, stimulants, and other substances. Through the program, state, territorial, local, and tribal governments can support law enforcement-related activities, including efforts to locate and investigate illicit activities related to the unlawful distribution of opioids; increase access to prevention programs and overdose reversal medication; and expand treatment and recovery support services in the community.

The City of Shakopee is seeking funding to further support the PD's Recovery Assistance Program and provide drug avoidance education opportunities.

Recommendation:

Adopt Resolution R2026-140.

Budget Impact:

The grant requires a 0% match.

Attachments:

[Resolution R2026-140.docx](#)

RESOLUTION R2026-140
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT THE DEPARTMENT OF JUSTICE'S
COMPREHENSIVE OPIOID, STIMULANT, & SUBSTANCE USE PROGRAM GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Department of Justice's Comprehensive Opioid, Stimulant, & Substance Use Program grant, and

WHEREAS, the application is to obtain funding to further support the Police Department's Recovery Assistance Program and provide drug avoidance education opportunities, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Department of Justice, the City of Shakopee agrees to accept the grant award and may enter into an agreement with the Department of Justice for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council October 6, 2026

6.j

Agenda Item: FEMA's Assistance to Firefighter Grant Program Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-141, accepting FEMA's Assistance to Firefighters Grant (AFG) award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:

Simple Majority

Background:

At its June 16, 2026 meeting, Council approved the application to FEMA's AFG program via Resolution R2026-091. The AFG program provides funding to Fire Departments, Non-affiliated EMS organizations, and State Fire Training Academies to enhance the safety of firefighters and, therefore, the public. In doing so, they provide critically needed resources that equip and train emergency personnel to the recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

The City of Shakopee has been awarded \$81,818.18 to purchase and install a vehicle exhaust ventilation system in the Fire Station #1 truck bay.

Recommendation:

Adopt Resolution R2026-141.

Budget Impact:

A 10% match is required and will be provided through the Fire Department's annual equipment budget.

Attachments:

[Resolution R2026-141 AWARD.docx](#)

[Resolution R2026-091.pdf](#)

RESOLUTION R2026-141
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the FEMA Assistance to Firefighters Grant program, previously approved via Resolution R2026-141 on the 16th day of June 2026, and

WHEREAS, the grant award is to provide funding to purchase and install a vehicle exhaust system, and

WHEREAS, the City of Shakopee was awarded the Assistance to Firefighter Grant for \$81,818.18, and

WHEREAS, the City of Shakopee recognizes that a 10% match is required and will be provided via the Fire Department's annual equipment budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by FEMA, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION R2026-091
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT A FEMA ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION

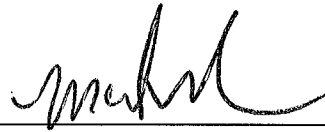
WHEREAS, the City of Shakopee supports the application made to the FEMA Assistance to Firefighters grant, and

WHEREAS, the application is to obtain funding to purchase and install a vehicle exhaust system, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Fire Department's annual equipment budget.

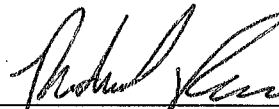
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by FEMA, the City of Shakopee agrees to accept the grant award and may enter into an agreement with FEMA for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 16th day of June 2026.



Matt Lehman,
Mayor of the City of Shakopee

ATTEST:



Richard Parsons
~~Deputy~~ City Clerk



Shakopee City Council October 6, 2026

6.k

Agenda Item: Minnesota Department of Labor & Industry's Building Official Training Municipal Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-142, approving an application to the Minnesota Department of Labor and Industry's (MN DOLI) Building Officials Training (BOT) program grant.

Motion Type:

Simple Majority

Background:

MN DOLI created the BOT program to provide funding and support for funding of partnerships between the State of Minnesota and municipalities to provide education, work experience, and competency-based skills training to prepare trainees to become building officials. The program was established after recognizing the shortage of individuals entering the building inspection field due to the lack of training opportunities and available coursework.

The BOT program grant funding provides municipalities with the opportunity to hire and train individuals with on-the-job educational experiences in construction code inspection for a 12-month period. The City will use the funding to train an existing Building Division employee. The City will be responsible for providing additional training, uniforms, and benefits beyond the \$75,000 State award, approximately \$20,000.

Recommendation:

Adopt Resolution R2026-142.

Budget Impact:

The grant requires a 0% match. However, the total cost of the position will be more than the \$75,000 maximum grant award. Additional funds to cover the remaining cost of training, uniforms, and benefits, approximately \$20,000, will be paid for from the Building Division permit revenues.

Attachments:

RESOLUTION R2026-142
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY'S
BUILDING OFFICIALS TRAINING MUNICIPAL GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota Department of Labor and Industry's Building Officials Training Municipal program, and

WHEREAS, the City of Shakopee protects its residents and the development community through building inspections of construction projects to ensure that they are in compliance with applicable codes, and

WHEREAS, the application is to obtain supplemental funding for the salary of a Building Official in Training, and

WHEREAS, the City of Shakopee understands the shortage of individuals entering the building inspection field due to the lack of training opportunities and coursework available, and

WHEREAS, the City of Shakopee recognizes that it will be required to train this person for the next twelve months to assist them in completing the State's training courses and passing the Building Official – Limited test, and

WHEREAS, the City of Shakopee recognizes a 0% match is required, but additional funds of approximately \$20,000 to provide additional training, uniforms, and benefits will be required above and beyond the maximum potential grant award of \$75,000, and

WHEREAS, the additional funds needed will be provided from the Building Division's Permit Revenues Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Department of Labor and Industry, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Department of Labor and Industry for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council October 6, 2026

6.I

Agenda Item: Minnesota Department of Public Safety's DWI Traffic Safety Officer Grant Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-143, accepting Minnesota Department of Safety's (MN DPS) DWI Traffic Safety Officer (DWI TSO) grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:

Simple Majority

Background:

At its July 21, 2026 meeting, Council approved the application to the MN DPS's DWI/TSO grant via Resolution R2026-105. The MN DPS's DWI TSO program awards funding to law enforcement agencies to hire an officer to work during peak nights and times when data indicates impaired driving will most likely occur. While primarily seeking to detect and interdict impaired drivers, the DWI TS Officer will also focus on the dangerous driving behaviors of speeding, distracted driving, and occupant protection.

The City of Shakopee has been awarded \$164,921.63 to continue funding the DWI TS Officer salary, benefits, and overtime related to duties performed within the scope of this grant.

Recommendation:

Adopt Resolution R2026-143.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-143 AWARD.docx](#)

[Resolution R2026-105.pdf](#)

RESOLUTION R2026-143
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY’S
DWI TRAFFIC SAFETY OFFICER GRANT AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Minnesota Department of Public Safety’s DWI Traffic Safety Officer grant, previously approved via Resolution R2026-105 on the 21st day of July 2026, and

WHEREAS, the grant award is to provide funding to continue the employment of the DWI Traffic Safety Officer position for one year, and

WHEREAS, the City of Shakopee was awarded the DWI Traffic Safety Officer grant for \$164,921.63, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by the Minnesota Department of Safety, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION R2026-105
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY'S
DWI/TRAFFIC SAFETY OFFICER PROGRAM GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application to the Minnesota Department of Public Safety's DWI/Traffic Safety Officer program grant.

WHEREAS, the application is to obtain funding to continue the employment of the DWI/Traffic Safety Officer position for one year, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by MN Department of Safety, the City of Shakopee agrees to accept the grant award and may enter into an agreement with MN Department of Safety for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.



Matt Lehman,
Mayor of the City of Shakopee

ATTEST:



Richard Parsons
City Clerk



Shakopee City Council October 6, 2026

6.m

Agenda Item: Minnesota Department of Public Safety's Toward Zero Deaths Grant Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-144, accepting Minnesota Department of Public Safety's (MN DPS) Toward Zero Deaths (TZD) Enforcement grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:

Simple Majority

Background:

At its July 21, 2026 meeting, Council approved the application to the MN DPS's TZD grant via Resolution R2026-104. The MN DPS's Office of Traffic Safety (OTS) has a mandate to promote the safety of those who use public roadways. The National Highway Traffic Safety Administration provides federal funding to the MN DPS's OTS to design and implement Minnesota's highway safety program to reduce traffic crashes and the deaths, injuries, and property damage resulting from those crashes to fulfill this mandate.

The City of Shakopee has been awarded \$32,100 to provide funding to pay for all officer overtime while conducting traffic safety initiatives performed within the scope of this grant.

Recommendation:

Adopt Resolution R2026-144.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-144 AWARD.docx](#)

[Resolution R2026-104.pdf](#)

RESOLUTION R2026-144
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY’S
TOWARD ZERO DEATHS ENFORCEMENT GRANT AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Minnesota Department of Public Safety’s Toward Zero Deaths Enforcement grant, previously approved via Resolution R2026-104 on the 21st day of July 2026, and

WHEREAS, the grant award is to provide funding for officer overtime while conducting traffic safety initiatives focusing on reducing impaired driving, speeding, and traffic accidents while increasing seat belt usage, and

WHEREAS, the City of Shakopee was awarded the Toward Zero Deaths Enforcement grant for \$32,100, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by the Minnesota Department of Public Safety, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION R2026-104
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY'S
TOWARD ZERO DEATHS ENFORCEMENT GRANT PROGRAM APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota Department of Public Safety's Toward Zero Deaths Traffic Enforcement grant program, and

WHEREAS, the application is to obtain funding to provide officer overtime while conducting traffic safety initiatives focusing on reducing impaired driving, speeding, and traffic accidents while increasing seat belt usage, and

WHEREAS, each year the City enters into a cooperative agreement to continue to participate when funding is awarded; and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Department of Public Safety, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Department of Public Safety for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.



Matt Lehman,
Mayor of the City of Shakopee

ATTEST:



Richard Parsons
City Clerk



Shakopee City Council July 21, 2026

5.f

Agenda Item: Minnesota Department of Public Safety's Toward Zero Deaths Enforcement Program Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-104, approving an application to the Minnesota Department of Public Safety's (MN DPS) Toward Zero Deaths (TZD) Enforcement program.

Motion Type:

Simple Majority

Background:

The MN DPS's Office of Traffic Safety (OTS) has a mandate to promote the safety of those who use public roadways. The National Highway Traffic Safety Administration provides federal funding to the MN DPS's OTS to design and implement Minnesota's highway safety program to reduce traffic crashes and the deaths, injuries, and property damage resulting from those crashes to fulfill this mandate.

The City of Shakopee has been awarded this grant for the past several years, and the MN DPS TZD grant will provide funding to pay for all officer overtime while conducting traffic safety initiatives.

Recommendation:

Adopt Resolution R2026-104.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-104.docx](#)



Shakopee City Council October 6, 2026

6.n

Agenda Item: US Economic Development Administration's Public Works & Economic Adjustment Assistance Program Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-145, approving an application to the US Economic Development Administration's (EDA) Public Works & Economic Adjustment Assistance (PWEAA) grant.

Motion Type:

Simple Majority

Background:

The US EDA has the authority to provide grants to meet the full range of communities' and regions' economic development needs, from planning and technical assistance to construction of infrastructure. The PWEAA grant supports the economic development activities most useful to a community based on its needs and circumstances, funding community- or regionally-generated ideas to assist communities in advancing to the next level of economic development.

The City of Shakopee is seeking \$1 million in funding to support the creation of the Hub Innovation Center. This funding will be used in conjunction with the \$7,927,400 already awarded via grants and Federally- and State-directed allocations.

Recommendation:

Adopt Resolution R2026-145.

Budget Impact:

The grant requires a 40% match and will be provided via grants and state-directed funding already awarded.

Attachments:

[Resolution R2026-145.docx](#)

RESOLUTION R2026-145
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT THE US ECONOMIC DEVELOPMENT ADMINISTRATION'S
PUBLIC WORKS & ECONOMIC ADJUSTMENT ASSISTANCE GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the US Economic Development Administration's Public Works & Economic Adjustment Assistance grant, and

WHEREAS, the application is to obtain funding for the building of the Hub Innovation Center, and

WHEREAS, the City of Shakopee recognizes a 40% match is required and will be provided via grants and state-directed allocations already awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the US Economic Development Administration, the City of Shakopee agrees to accept the grant award and may enter into an agreement with the US Economic Development Administration for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council October 6, 2026

6.o

Agenda Item: Addition of 10-Visit Punch Cards to Community Center
Prepared by: Rachel Bland, Community Engagement Coordinator
Reviewed by:

Action to be considered:

Approve the addition of a 10-Visit Punch Card to the Community Center's daily admission options at a rate of \$95 for residents and \$133 for non-residents, including sales tax.

Motion Type:

Simple Majority

Background:

The Community Center currently offers daily admission rates of \$11 for residents and \$16 for non-residents, in addition to monthly and annual membership options.

Staff is proposing the addition of a 10-Visit Punch Card to provide another option for individuals who use the Community Center regularly but are not ready or able to commit to a membership. The punch card may be particularly beneficial for larger households, guests or families sharing visits, individuals visiting the area for a limited period of time, and customers who prefer a flexible, pay-as-you-go option.

Unlike a membership, the punch card would not be assigned to one individual, allowing visits to be used by different members of a household, friends, or guests.

The proposed rates are based on the Community Center's current daily admission structure. A 10-Visit Punch Card would be priced at \$95 for residents and \$133 for non-residents, with sales tax included. The resident rate provides a discount compared with purchasing 10 individual daily admissions. The non-resident rate is calculated using 40% non-resident markup in accordance with the Comprehensive Revenue Policy.

Recommendation:

Staff recommends approval of the proposed 10-Visit Punch Card rates as an additional flexible admission option for Community Center users.

Budget Impact:

The addition of a 10-Visit Punch Card is not expected to have a significant negative budget

impact. The proposed pricing maintains a per-visit rate that is closely aligned with existing daily admission fees while providing an incentive for customers to purchase multiple visits in advance.

The punch card may also generate additional admission revenue by providing an option for customers who may not otherwise purchase a monthly or annual membership but anticipate using the Community Center multiple times. Revenue will be collected to the same GL code as Daily Admission.

Attachments:



Shakopee City Council October 6, 2026

6.p

Agenda Item: Contract for Shakopee Gravel Park Design
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Approve agreement

Motion Type:

Simple Majority

Background:

The redevelopment of the former Shakopee gravel pit includes a new public park and trail system surrounding a man-made lake. The park will provide recreational opportunities for residents, establish an important public gathering space within the development, and connect surrounding neighborhoods to the existing trail network.

The proposed agreement advances the approved 2024 master plan into detailed design, construction documents, bidding, and construction administration. These services are necessary to translate the master plan into improvements that can be competitively bid and constructed in coordination with the surrounding development.

The park program includes a playground, four-season warming house and pavilion, lake dock and skating area, pedestrian bridge, hammock groves, splash pad, canoe and kayak launch, sledding hill, trail benches, picnic shelters, wayfinding signage, and opportunities for public art. Final playground design will be provided by a separate playground company. The final selection and configuration of improvements will be refined through design and City review.

The site is currently being graded and the landscape architects will need to work with the civil engineer to ensure that the park areas are adequately graded and of such a size to be useable for park activities.

Scope of Services

Confluence will serve as the lead landscape architect and project manager. The firm will coordinate with Hill Incorporated, the civil engineer for the surrounding residential development, whose services are provided under a separate contract.

The agreement includes:

Schematic design: Refine the master plan, establish the arrangement of park amenities and trails, select preliminary materials, and prepare an opinion of probable construction cost.

Design development: Prepare detailed layouts, amenity plans, planting, irrigation, signage, and lighting fixture locations, with updated cost estimates.

Construction documents: Prepare coordinated plans, details, and specifications suitable for bidding and construction, and assist with applicable agency review.

Bidding assistance: Assemble bid documents, coordinate bidding through QuestCDN, respond to bidder questions, prepare addenda, review bids, and recommend a construction contract award.

Construction administration: Review contractor submittals, requests for information, change order requests, and payment applications; conduct periodic construction observations; and complete substantial and final completion reviews.

The agreement requires City approval of each design phase before the consultant proceeds to the next phase. This provides opportunities to review the proposed improvements, costs, and priorities as the design develops.

Recommendation:

Approve contract with Confluence for an amount not to exceed \$201,804 in professional services and \$2,700 in estimated expenses. Reimbursable expenses are subject to a 15 percent administrative fee

Budget Impact:

The agreement identifies an hourly fee not to exceed \$201,804 in professional services and \$2,700 in estimated expenses. Reimbursable expenses are subject to a 15 percent administrative fee. Supplemental services require a written City request and additional compensation. Estimated project costs are approximately \$3.5 million, all to be paid for by Park Development Fees.

Attachments:

[26319 Agreement - Standard V6 2026-6-25 \(002\).pdf](#)

[Gravel Pit_ FeeEstimate_Time Task_2026_2026-07-07_ \(002\).pdf](#)

July 6, 2026

Mr. Kerski, Director of Planning and Development
City of Shakopee
485 Gorman St.
Shakopee, MN 55379
mkerski@shakopeemn.gov

**RE: Gravel Pit Development Park and Trails Implementation, 26319
Professional Services Agreement**

Mr. Kerski:

We are pleased to submit this professional Services agreement for Landscape Architectural Services as provided herein between The City of Shakopee (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your Project!

Project

The project is implementation of master plan design for a park space and trails surrounding a small lake in the former Shakopee gravel pit. The park and trails will make up the public realm for the new development with trails connecting to existing neighborhoods and trail networks. The public realm is a catalyst for lot and property sales and increases long-term property values. Confluence will lead final design for the public realm elements to ensure the vision of the masterplan is realized.

Design Team

Confluence: Design team lead, project management and Landscape Architecture. We will work with the Civil Engineer for the surrounding residential development, Hill Incorporated, who is being hired under a separate contract. The Landscape Architect will be responsible for assembling bid documents for the park and trails, working with the city to bid the project with QuestCDN. The Landscape Architect will also lead Construction Administration with support from City Staff and Hill Incorporated for Civil Engineering Items.

Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B" – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit C" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Coordination. The Landscape Architect shall coordinate the Services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.
- 1.5 Representations. The Landscape Architect represents that it and its consultants have and shall maintain through the performance of the Landscape Architectural Services under this agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.
- 1.6 Approval of Services/Changes to Approved Services. The Landscape Architect shall proceed with a phase or design package of the Landscape Architecture Services only after receiving the Client's approval of the Services and deliverables provided in the previous phase and authorization to proceed into the next phase. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architects familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed to in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.
- 1.8 Certifications. The Client shall not request certifications which would require legal opinions or knowledge or serviced beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.
- 1.9 Construction Safety. The presence of the Landscape Architect, its employee's, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2: Client's Responsibilities

- 2.1 Program. The Client shall provide the detailed Project description and budget parameters designated "Exhibit A" and attached hereto.
- 2.2 Information
- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
 - 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
 - 2.2.3 The Client shall be responsible for all legal, accounting, and insurance Services the Client may require or deem necessary in the interest of the Project.
- 2.3 Independent Testing. The Client shall provide independent testing Services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
- 2.4 Reliance. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1 above.
- 2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall be notified of the change in a timely manner.
- 2.6 Approvals. Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction of the Landscape Architect and to avoid delays.
- 2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
- 2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the “Design Materials”).
- 3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of the Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client’s possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.
- 3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability of loss, which result from unauthorized modification of the Design Materials, if any, or the use of Design Materials for any purpose other than the Project.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect’s approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4: Landscape Architect Compensation

Compensation for the Scope of Services described in section 1.1 of “Exhibit B” under this agreement shall be the Hourly Fee Not to Exceed [of \\$204,804](#) plus Reimbursable Expenses as defined in “Exhibit D” below, Supplemental Services described in Section 1.2 of “Exhibit D”, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in “Exhibit C” or on the basis of a negotiated fee provided in an amendment to this Agreement.

- 4.1 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to the following:
 - 4.1.1 travel expenses in connection with the Project, living expenses in connection with out-of-town travel, long distance communications.
 - 4.1.2 costs of reproductions, faxes, postage and handling of documents messenger and overnight delivery services;
 - 4.1.3 costs of renderings photographs, models, and mock-ups requested by the Client;
 - 4.1.4 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage of limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;

- 4.1.5 costs of printing and delivering bid packages;
- 4.1.6 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.1.7 other, similar direct Project-related expenditures.

4.2 Payments

- 4.2.1 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed in accordance with the Schedule of Services provided in "Exhibit D" herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.2.2 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonable detailed explanation of the reason for the dispute.
- 4.2.3 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for termination or suspension of Services.

- 4.3 Extended Services. If through no fault of the Landscape Architect, the Scope of Services described in section 1.1 of "Exhibit B" have not been completed within the term indicated in the Schedule of Services provided in "Exhibit D", the compensation for Services rendered after that time shall be renegotiated or shall be the basis of the hourly rates provided in "Exhibit C".

Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$5,000,000 per claim/\$5,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

5.2 Indemnification

- 5.2.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent

such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

- 5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.

- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$75,000.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

- 5.5 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require their contractors, consultants, agents and employees' similar waivers in favor of the parties enumerated herein.
- 5.6 Hazardous Material Waiver. Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6: Dispute Resolution

- 6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14

days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

- 6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed the cost of mediation shall be shared equally by both parties.
- 6.3 For any claim subject to, but not resolved by, mediation pursuant to 6.2, the method of binding dispute resolution shall be as follows:
- ☐ Arbitration pursuant to section 6.4 of this Agreement
 - ☒ Litigation in a court of competent jurisdiction
- 6.4 If the parties have selected arbitration in section 6.3, claims, disputes, and other matters in question between the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the mediation shall be the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or tother matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
- 6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its Services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.
- 6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.
- 6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7: Suspension/Termination

- 7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the

party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

- 7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its options, may elect to suspend its Services on seven (7) days written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.
- 7.3 If the Client suspends the Landscape Architect's Services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.
- 7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.
- 7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.
- 7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of termination, all actual costs and expenses reasonable incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.
- 7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of the Documents provisions indicated in section 7.6, above.

Article 8: Other Terms & Conditions

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Force Majeure. Either party. As applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause

beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

- 8.3 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered mail, return receipt requested at the addresses indicated on the first page of this Agreement.
- 8.4 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.5 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.
- 8.6 Severability. If any term or provision of the Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.
- 8.7 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this agreement are for convenience and reference only.
- 8.8 Governing Law. The laws of the State of Minnesota shall govern this agreement.
- 8.9 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.
- 8.10 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in and made part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
- "D" Landscape Architect's Schedule of Services and Fee

Offered by:

Confluence, Inc.

Accepted By:

City of Shakopee

6/25/2026

Signature & Date

Signature & Date

Brad Aldrich, PLA, ASLA, LEED AP

Printed Name & Title

Confluence
901 N 3rd Street, Suite 225
Minneapolis, Minnesota 55401

Copy:

Exhibit “A”: Client’s Program

This Project will focus primarily on the creation of a new park and trail system surrounding a man-made lake in the heart of the development. Trail connections to the space will also be developed to create a loop and connect to surrounding neighborhoods. The park and trail development will follow the approved master plan developed in 2024.

Specific elements to be included in the design include:

- Playground – Final design by 3rd party playground company
- Park Pavilion: 4-season Warming House
- Lake Dock & Skating Area
- Pedestrian Bridge
- Hammock Groves
- Splash Pad
- Canoe/ Kayak Launch
- Sledding Hill
- Trail Benches
- Picnic Shelter Areas
- Wayfinding Signage
- Art Opportunities

Total construction budget was estimated at \$3,500,000.00

End of Exhibit “A”

Exhibit “B”: Scope of Services and Supplemental Services

1.1 Scope of Services

- 1.1.1 Schematic Design Phase. Based on the previously completed Master Plan, the Landscape Architect shall explore design options and develop a schematic design through the following:
- (a.) Prepare studies and related diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements.
 - (b.) Prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 1 alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services).
 - (c.) Evaluate alternative design concepts and, in conjunction with the Client, identify a preferred concept.
 - (d.) Based on the preferred concept, prepare a schematic design plan (at appropriate scale) illustrating the form and configuration of the proposed improvements on the site.
 - (e.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
 - (f.) Prepare an opinion of probable construction costs for the schematic design plan, including a recommended contingency.
 - (g.) Submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.
 - (h.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☒ Public coordination & design review meeting
 - (ii) ☐ Jurisdictional review/approval hearing
- 1.1.2 Design Development Phase. Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:
- (a.) Revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
 - (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
 - (c.) Prepare supplemental drawings as required to illustrate the design intent (*check all that apply*):
 - (i) ☐ Site preparation/demolition plan
 - (ii) ☒ Layout plan(s)
 - (iii) ☐ Grading and drainage plan
 - (iv) ☒ Furnishings & amenities plan
 - (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) ☒ Planting plan

- (vii) ☒ Irrigation plan
- (viii) ☒ Signage plan
- (d.) Prepare outline specifications for applicable work areas
- (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
- (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval.
- (i.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☐ Public coordination & design review meeting
 - (ii) ☒ Jurisdictional review/approval hearing

1.1.3 Construction Document Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare construction plans including (*check all that apply*):
 - (i) ☐ Site preparation/demolition plan
 - (ii) ☒ Layout plan(s)
 - (iii) ☒ Grading and drainage plan
 - (iv) ☒ Furnishings & amenities plan
 - (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) ☒ Planting plan
 - (vii) ☒ Irrigation plan
 - (viii) ☒ Signage plan
- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.
- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants.
- (e.) Update opinion of probable costs of the proposed improvements.
- (f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
- (g.) Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
- (h.) Submit a final opinion of probable costs.
- (i.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- (j.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☐ Public coordination & design review meeting
 - (ii) ☐ Jurisdictional review/approval hearing

1.1.4 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks to be completed online at QuestCDN (*check all that apply*):
 - (i) ☐ Pre-bid qualification process
 - (ii) ☒ Pre-bid conference
 - (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
 - (c.) Arrange for printing (if applicable) and distribution of the bid documents.
 - (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
 - (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
 - (f.) Facilitate online bid opening.
 - (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
 - (h.) Arrange for transmittal of Construction Documents to the selected contractor.
 - (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
 - (j.) Provide clarification to the Construction Documents as reasonably required.
- 1.1.5 Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associate with the construction of the Project:
- (a.) Take part in the pre-construction conference (if applicable).
 - (b.) Review and take appropriate action on (*check all that apply*):
 - (i) ☒ Contractor Request for Information and clarification's (RFI's).
 - (ii) ☒ Materials and equipment submitted by the Contractor for approval.
 - (iii) ☒ Product submittals and shop drawings.
 - (iv) ☒ Change Order requests by Contractor submitted for approval.
 - (v) ☒ Contractor progress applications for payment.
 - (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
 - (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.
 - (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
 - (i) ☒ Substantial Completion Review & punch-list creation.
 - (ii) ☒ Final Completion Review & punch-list review.
 - (f.) Review and approve a final Contractor pay application and recommend acceptance of the Project by the Client.

1.2 Supplemental Services

- 1.2.1 Pre-design Services. The following pre-design Services shall be considered Supplemental Services:
- (a.) Assist the Client with Programming.
 - (b.) Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, sanitary sewer, gas, electrical and storm sewer).
 - (c.) Assisting the Client with marketing and/or feasibility studies.

- (d.) Master planning.
 - (e.) Detailed Project scheduling (critical path, milestone completion dates, or other methods).
 - (f.) Representing the Client at zoning hearings and/or community meetings or design review meetings.
- 1.2.2 Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:
- (a.) Scale models.
 - (b.) 3D perspective images and/or “Birds-eye” views of the Project.
 - (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
 - (d.) Life cycle costs.
 - (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
 - (f.) Expert witness testimony.
 - (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.
- 1.2.3 Construction Contract Administration Supplemental Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:
- (a.) Prepare Client initiated Change orders.
 - (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
 - (c.) Review the Contractor’s marked-up “As-built” Drawings.
 - (d.) Determine consent of surety if any, to issuance of final certificate of payment.
- 1.2.4 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:
- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.
 - (b.) Provide observations of work and/or warranty items at appropriate times.
 - (c.) Perform post-construction evaluation of functional and operational performance of the Project.

End of Exhibit “B”

Exhibit “C”: Landscape Architect’s Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager	\$105.00 - \$165.00 per hour
Project Manager	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I.....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$72.5 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$1.10 each
B/W Photocopies/Prints 11x17.....	\$2.20 each
Color Photocopies/Prints 8½ x 11	\$7.75 each
Color Photocopies/Prints 11x17.....	\$15.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2026

End of Exhibit “C”

Exhibit “D”: Schedule of Services

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1 of the Agreement. All time frames are subject to the Client’s cooperation in accordance with the provisions in sections 1 and 2.

The following spreadsheet includes a time-task analysis for the Landscape Architects scope of work.

End of Exhibit “D”



Shakopee City Council October 6, 2026

6.q

Agenda Item: Contract for Design for Chute Park
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Approve contract

Motion Type:

Simple Majority

Background:

Staff is requesting approval of a professional services agreement with Confluence, Inc. for landscape architectural and civil engineering services associated with the development of Chute Park within Canterbury Commons. There is no public park in the area and this location offers amenities that would not be in any other park.

The proposed park is located within the South redevelopment area along Shenandoah Drive and is intended to become an important public space supporting the continued redevelopment of the southwest and trackside portions of Canterbury Commons.

The current concept includes open space, seasonal recreation areas, trails, seating and gathering spaces, public art, a pond overlook, existing and new tree plantings, and wetland rehabilitation.

Under the agreement, Confluence will serve as the lead landscape architect and project manager, with ISG, Inc. providing civil engineering services. The consultant team will take the project from initial site analysis and schematic design through construction documents, bidding assistance, and construction administration.

The scope of work includes review of existing site conditions, utilities, drainage, vegetation, applicable governmental requirements, and required surveys or testing. Confluence will then prepare up to two schematic design alternatives, work with the City to select a preferred concept, and prepare an opinion of probable construction cost.

Following approval of the schematic design, the consultant will prepare more detailed plans for site preparation, layout, grading and drainage, furnishings and amenities, lighting, landscaping, irrigation, and signage. The final construction-document phase will

produce plans and specifications suitable for bidding and construction.

The agreement also includes assistance with the bidding process, including a pre-bid conference, preparation of bid documents, responses to bidder questions, review of bids, and a recommendation regarding award of the construction contract. During construction, Confluence will provide contract administration services, review RFIs and submittals, observe construction for general conformance with the plans, and conduct substantial and final completion reviews.

The professional services fee is an hourly, not-to-exceed amount of \$79,500, consisting of \$41,500 for Confluence and \$38,000 for ISG, Inc., plus reimbursable expenses and any supplemental services specifically authorized by the City.

Chute Park is moving from a general redevelopment concept toward an implementable public improvement project. Detailed professional design and engineering are necessary before the City can establish a final construction budget, obtain required approvals, solicit competitive construction bids, and ultimately construct the park.

The agreement provides the City with a single coordinated design team capable of addressing both the park's landscape architecture and the civil engineering needed for grading, drainage, utilities, site construction, and integration with the surrounding Canterbury Commons redevelopment. The phased approach also provides the City with review and approval opportunities before the consultant advances to subsequent stages of design. Canterbury Park has retained a consultant to explore the drainage of the existing pond. Canterbury will be responsible for clearing the existing pond and potentially line the pond should that be necessary.

Approval of the agreement will allow staff to advance Chute Park through schematic design, final design, bidding, and construction administration and position the project for construction as redevelopment continues to proceed in this area.

Recommendation:

Approve the professional services agreement with Confluence, Inc. for the Chute Park project in an amount not to exceed \$79,500, plus authorized reimbursable expenses, and authorize the appropriate City officials to execute the agreement.

Budget Impact:

Paid for from Park Development Funds.

Attachments:

[25096 Chute Park Agreement - Standard V6 2026-07-30.pdf](#)

July 29, 2026
 Michael Kerski, Director of Planning & Development
 City of Shakopee
 485 Gorman St.
 Shakopee, MN 55379
 mkerski@shakopeemn.gov

**RE: An Agreement for Provision of Professional Services
 Chute Park, Shakopee, MN**

Mr. Kerski:

We are pleased to submit this professional services agreement for Landscape Architectural Services as provided herein between City of Shakopee (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

Project

The City of Shakopee is planning to develop a new park located in Canterbury Commons as park of the South redevelopment area along Shenandoah Drive in the city of Shakopee. The implementation of the park space will be a part of ongoing redevelopment of the public realm associated with the southwest and trackside developments and will primarily consist of open space, seasonal recreation space, trails, seating, gathering space, future art, pond overlook, existing and new tree planting and wetland rehabilitation. This proposed scope is to provide a schematic design, final construction documentation design package and construction administration for the park improvements.

Design Team

Confluence: Design team lead, project management and landscape architecture
 ISG Inc.: Civil Engineer

Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B" – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit C" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Coordination. The Landscape Architect shall coordinate the Services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.
- 1.5 Representations. The Landscape Architect represents that it and its consultants have and shall maintain through the performance of the Landscape Architectural Services under this agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.
- 1.6 Approval of Services/Changes to Approved Services. The Landscape Architect shall proceed with a phase or design package of the Landscape Architecture Services only after receiving the Client's approval of the Services and deliverables provided in the previous phase and authorization to proceed into the next phase. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architects familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed to in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.
- 1.8 Certifications. The Client shall not request certifications which would require legal opinions or knowledge or serviced beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.
- 1.9 Construction Safety. The presence of the Landscape Architect, its employee's, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2: Client's Responsibilities

- 2.1 Program. The Client shall provide the detailed Project description and budget parameters designated "Exhibit A" and attached hereto.
- 2.2 Information
- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
 - 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
 - 2.2.3 The Client shall be responsible for all legal, accounting, and insurance Services the Client may require or deem necessary in the interest of the Project.
- 2.3 Independent Testing. The Client shall provide independent testing Services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
- 2.4 Reliance. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1 above.
- 2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall be notified of the change in a timely manner.
- 2.6 Approvals. Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction of the Landscape Architect and to avoid delays.
- 2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
- 2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

CHUTE PARK / 25096

Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").
- 3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of the Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.
- 3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability of loss, which result from unauthorized modification of the Design Materials, if any, or the use of Design Materials for any purpose other than the Project.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4: Landscape Architect Compensation

- 4.1 Compensation for the Scope of Services described in section 1.1 of "Exhibit B" under this agreement shall be the Hourly Fee Not to Exceed of \$79,500.00.00]plus Reimbursable Expenses as defined below, Supplemental Services described in Section 1.2 of "Exhibit B", when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in "Exhibit C" or on the basis of a negotiated fee provided in an amendment to this Agreement. The Compensation breaks out as follows:

Confluence:	\$41,500.00
ISG, Inc:	<u>\$38,000.00</u>
Total:	\$79,500.00

- 4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to the following:

- 4.2.1 travel expenses in connection with the Project, living expenses in connection with out-of-town travel, long distance communications.
- 4.2.2 costs of reproductions, faxes, postage and handling of documents messenger and overnight delivery services;
- 4.2.3 costs of renderings photographs, models, and mock-ups requested by the Client;
- 4.2.4 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage of limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.5 costs of printing and delivering bid packages;
- 4.2.6 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.7 other, similar direct Project-related expenditures.

4.3 Payments

- 4.3.1 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed in accordance with the Schedule of Services provided in "Exhibit D" herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.2 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonable detailed explanation of the reason for the dispute.
- 4.3.3 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for termination or suspension of Services.

- 4.4 Extended Services. If through no fault of the Landscape Architect, the Scope of Services described in section 1.1 of "Exhibit B" have not been completed within the term indicated in the Schedule of Services provided in "Exhibit D", the compensation for Services rendered after that time shall be renegotiated or shall be the basis of the hourly rates provided in "Exhibit C".

Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

Coverage:

Professional Liability:

Liability Limits:

\$5,000,000 per claim/\$5,000,000 aggregate

Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

5.2 Indemnification

- 5.2.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.
- 5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.

- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$79,500.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

- 5.5 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require their contractors, consultants, agents and employees' similar waivers in favor of the parties enumerated herein.

- 5.6 Hazardous Material Waiver. Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6: Dispute Resolution

- 6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.
- 6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed the cost of mediation shall be shared equally by both parties.
- 6.3 For any claim subject to, but not resolved by, mediation pursuant to 6.2, the method of binding dispute resolution shall be as follows: ☐ Arbitration pursuant to section 6.4 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- 6.4 If the parties have selected arbitration in section 6.3, claims, disputes, and other matters in question between the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the mediation shall be the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or tother matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
- 6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its Services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

- 6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.
- 6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7: Suspension/Termination

- 7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.
- 7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its options, may elect to suspend its Services on seven (7) days written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.
- 7.3 If the Client suspends the Landscape Architect's Services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.
- 7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.
- 7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.
- 7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of termination, all actual costs and expenses reasonable incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.
- 7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of the Documents provisions indicated in section 7.6, above.

Article 8: Other Terms & Conditions

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Force Majeure. Either party. As applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.
- 8.3 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered mail, return receipt requested at the addresses indicated on the first page of this Agreement.
- 8.4 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.5 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.
- 8.6 Severability. If any term or provision of the Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.
- 8.7 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this agreement are for convenience and reference only.
- 8.8 Governing Law. The laws of the State of Minnesota shall govern this agreement.
- 8.9 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

8.10 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in and made part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
- "D" Landscape Architect's Schedule of Services

Offered by:

Confluence, Inc.

Accepted By:

City of Shakopee

00-00-2026

Signature & Date

Signature & Date

[Name & Title]

Printed Name & Title

Printed Name & Title

Confluence
901 N 3rd Street, Suite 225
Minneapolis, Minnesota 55401

Copy: Brad Aldrich, Confluence

Exhibit "B": Scope of Services and Supplemental Services

1.1 Scope of Services

1.1.1 Site Analysis Phase. In order to identify the physical attributes and limitations of the site relative to the Program, the Landscape Architect shall:

- (a.) Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants water elements, structures, views, and known off-site considerations relevant to the Client's Program.
- (b.) Confirm general location of available utilities.

- (c.) Analyze existing site conditions to identify physical attributes and limitations of Project site.
- (d.) Review applicable Governmental requirements including zoning, ordinances, and permit requirements, known special restrictions, and zoning conditions.
- (e.) Advise Client of tests and surveys, such as soils analysis, topographic survey. Utility survey, and/or property boundary survey, that may be required.
- (f.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☐ Public coordination & design review meeting
 - (ii) ☒ Jurisdictional review/approval hearing
- (g.) Submit findings in the form of the following deliverables to the Client (*check all that apply*):
 - (i) ☐ Letter or memo summarizing findings
 - (ii) ☒ Plan view drawing summarizing the physical attributes and limitations
 - (iii) ☒ Summary description of applicable governmental requirements
 - (iv) ☒ Summary description of needed tests and surveys

1.1.2 Schematic Design Phase. Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- (a.) Prepare studies and related diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements.
- (b.) Prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 02 alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services).
- (c.) Evaluate alternative design concepts and, in conjunction with the Client, identify a preferred concept.
- (d.) Based on the preferred concept, prepare a schematic design plan (at appropriate scale) illustrating the form and configuration of the proposed improvements on the site.
- (e.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
- (f.) Prepare an opinion of probable construction costs for the schematic design plan, including a recommended contingency.
- (g.) Submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.
- (h.) Attendance at the following meetings/hearings (*check all that apply*):
 - (iii) ☒ Public coordination & design review meeting
 - (iv) ☒ Jurisdictional review/approval hearing

1.1.3 Design Development Phase. Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- (a.) Revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
- (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
- (c.) Prepare supplemental drawings as required to illustrate the design intent (*check all that apply*):
 - (i) ☒ Site preparation/demolition plan
 - (ii) ☒ Layout plan(s)
 - (iii) ☒ Grading and drainage plan
 - (iv) ☒ Furnishings & amenities plan
 - (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) ☒ Planting plan
 - (vii) ☒ Irrigation plan
 - (viii) ☒ Signage plan
- (d.) Prepare outline specifications for applicable work areas
- (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
- (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval.
- (i.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☒ Public coordination & design review meeting
 - (ii) ☒ Jurisdictional review/approval hearing

1.1.4 Construction Document Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare construction plans including (*check all that apply*):
 - (i) ☒ Site preparation/demolition plan
 - (ii) ☒ Layout plan(s)
 - (iii) ☒ Grading and drainage plan
 - (iv) ☒ Furnishings & amenities plan
 - (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) ☒ Planting plan
 - (vii) ☒ Irrigation plan
 - (viii) ☒ Signage plan
- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.
- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants.
- (e.) Update opinion of probable costs of the proposed improvements.
- (f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.

- (g.) Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
- (h.) Submit a final opinion of probable costs.
- (i.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- (j.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☐ Public coordination & design review meeting
 - (ii) ☒ Jurisdictional review/approval hearing

1.1.5 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks (*check all that apply*):
 - (i) ☒ Pre-bid qualification process
 - (ii) ☒ Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
- (c.) Arrange for printing (if applicable) and distribution of the bid documents. No printing anticipated.
- (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
- (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
- (f.) Review the bids.
- (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
- (h.) Arrange for transmittal of Construction Documents to the selected contractor.
- (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
- (j.) Provide clarification to the Construction Documents as reasonably required.

1.1.6 Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associate with the construction of the Project:

- (a.) Take part in the pre-construction conference (if applicable).
- (b.) Review and take appropriate action on (*check all that apply*):
 - (i) ☒ Contractor Request for Information and clarification's (RFI's).
 - (ii) ☒ Materials and equipment submitted by the Contractor for approval.
 - (iii) ☒ Product submittals and shop drawings.
 - (iv) ☐ Change Order requests by Contractor submitted for approval.
 - (v) ☐ Contractor progress applications for payment.
- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.

- (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
 - (i) ☒ Substantial Completion Review & punch-list creation.
 - (ii) ☒ Final Completion Review & punch-list review.
- (f.) Review and approve a final Contractor pay application and recommend acceptance of the Project by the Client.

1.2 Supplemental Services

1.2.1 Pre-design Services. The following pre-design Services shall be considered Supplemental Services:

- (a.) Assist the Client with Programming.
- (b.) Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, sanitary sewer, gas, electrical and storm sewer).
- (c.) Assisting the Client with marketing and/or feasibility studies.
- (d.) Master planning.
- (e.) Detailed Project scheduling (critical path, milestone completion dates, or other methods).
- (f.) Representing the Client at zoning hearings and/or community meetings or design review meetings.

1.2.2 Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:

- (a.) Scale models.
- (b.) 3D perspective images and/or "Birds-eye" views of the Project.
- (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
- (d.) Life cycle costs.
- (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
- (f.) Expert witness testimony.
- (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.

1.2.3 Construction Contract Administration Supplemental Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:

- (a.) Prepare Client initiated Change orders.
- (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
- (c.) Review the Contractor's marked-up "As-built" Drawings.
- (d.) Determine consent of surety if any, to issuance of final certificate of payment.

1.2.4 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:

- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.

- (b.) Provide observations of work and/or warranty items at appropriate times.
- (c.) Perform post-construction evaluation of functional and operational performance of the Project.

End of Exhibit "B"

Exhibit "C": Landscape Architect's Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager	\$105.00 - \$165.00 per hour
Project Manager	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I.....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.72.5 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2026

End of Exhibit "C"

CHUTE PARK / 25096



PARK CONCEPT LOT LAYOUT



Architecture + Engineering + Environmental + Planning

CITY PARK DEDICATION
SHAKOPEE, MN - 1/13/2026
ISG PROJECT NO. 25-33604



0 50 100
SCALE IN FEET



Shakopee City Council October 6, 2026

6.r

Agenda Item: Approval of the September 15, 2026, City Council Minutes
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

Approve the September 15, 2026, City Council minutes

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Approve the City Council minutes.

Budget Impact:

N/A

Attachments:

[09-15-2026 City Council Minutes.pdf](#)



City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, September 15, 2026
7:00 p.m.

Vision: Shakopee is a place where people want to be! A distinctive river town, with a multitude of business, cultural and recreational opportunities in a safe, welcoming, and attractive environment for residents and visitors.

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1) Call to Order

2) Roll Call

PRESENT:

Mayor Lehman, Council Member Contreras, Council Member Whiting, Council Member DuLaney, and Council Member Lara

ABSENT:

None.

ALSO PRESENT:

None.

3) Pledge of Allegiance

4) Special Presentations

4.a) Presentation by Superintendent Mike Redmond on the proposed Minnesota Constitutional Amendment re: Permanent School Fund

5) Approval of Agenda

Council Member Contreras made a motion to approve the agenda, second by Council Member Whiting and the motion passed. 5 - 0

6) Consent Agenda

- 6.a) Approve Speed Limit Modifications along Marystown Road
- 6.b) Surplus Property
- 6.c) Agreement for use of the Shakopee Ice Arena by Independent School District No. 720
- 6.d) Declare amounts, order the preparation of proposed assessments, set a public hearing date for delinquent refuse bills.
- 6.e) Approve On-Sale and Sunday Liquor Licenses for Hy-Vee Inc. dba Hy-Vee Market Grille.
- 6.f) Approve a Temporary Liquor License for the Fall Food Truck Festival.
- 6.g) Approve On-Sale and Sunday Liquor Licenses for Shakopee Pub LLC. dba Babe's Place.
- 6.h) Approve Resolution R2026-130 Accepting the Donation of \$10,000 from the Rahr Corporation
- 6.i) Approval of Additional Funding for the Fire Station 2 Station Alerting System
- 6.j) Approval of the September 1, 2026, City Council Minutes

Council Member Lara made a motion to approve the consent agenda, second by Council Member DuLaney and the motion passed. 5 - 0

7) Public Comment

Public comment was heard.

8) Business removed from consent agenda

None.

9) General Business

9.a) 2027 Proposed Property Tax Levies and Debt Levy Cancellations

Council Member Lara made a motion to approve Resolution R2026-126, setting the maximum property tax levy collectible in 2027, second by Council Member DuLaney and the motion passed. 5 - 0

Council Member Whiting made a motion to approve Resolution R2026-127, canceling debt service levies for taxes payable in 2027, second by Council Member Contreras and the motion passed. 5 - 0

Council Member Contreras made a motion to approve Resolution R2026-128, approving the special benefit levy pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 by the Economic Development Authority for the City of Shakopee, Minnesota, second by Council Member DuLaney and the motion passed. 5 - 0

9.b) Planned Unit Development (PUD) Amendment to Southbridge Crossings East

Council Member Lara made a motion to approve Ordinance O2026-015, which approves Planned Unit Development District #16, second by Council Member Contreras and the motion passed. 5 - 0

9.c) Final Plat of GREENVIEW

Council Member DuLaney made a motion to approve Resolution R2026-109, approving the Final Plat of GREENVIEW, second by Council Member Whiting and the motion passed. 5 - 0

10) Reports

10.a) City Bill List

10.b) News and Announcements

11) Other Business

12) Adjourn to October 6, 2026, at 7:00 pm

Council Member DuLaney made a motion to adjourn to October 6, 2026, at 7:00 pm, second by Council Member Contreras and the motion passed. 5 - 0



Shakopee City Council October 6, 2026

6.s

Agenda Item: 2027 "The Lookout" Indoor Playground Fees
Prepared by: Rachel Bland, Community Engagement Coordinator
Reviewed by:

Action to be considered:

Approve the proposed 2027 "The Lookout" Indoor Playground fees

Motion Type:

Simple Majority

Background:

The Lookout Indoor Playground provides an indoor recreation option for children and families and is currently included with Community Center membership. Non-member admission is currently \$4 for residents and \$6 for non-residents.

As part of the 2027 fee review, staff evaluated indoor playground pricing at several comparable facilities. Shakopee's current rates are below the cities included in the comparison.

Current comparison rates by facility:

- Inver Grove Heights - \$5 Member | \$7 Resident | \$9 Non Resident
- Chaska - \$5 Resident | \$7 Non Resident
- Eagan - \$8 Resident | \$8 Non Resident
- Waconia - \$8 Resident | \$10 Non Resident
- Edina - \$10 Resident | \$10 Non Resident
- Shakopee (2026) - \$4 Resident | \$6 Non Resident

The proposed 2027 fee adjustment is intended to bring Shakopee's pricing into closer alignment with comparable facilities while increasing revenue generated by the amenity and reducing the portion of operating costs supported through property taxes.

The change would also apply to CC Playtime Gym and CC Playtime Pool. These programs are designed specifically for parents and their children under age 6 to provide designated access to Community Center amenities in a lower-stimulation, more age-appropriate environment.

Recommendation:

Staff recommends approval of the proposed 2027 fees for "The Lookout" Indoor Playground and related CC Playtime programs to better align pricing with comparable facilities and support increased cost recovery for Community Center operations.

Budget Impact:

Increasing Lookout Indoor Playground and CC Playtime fees is expected to generate additional Community Center revenue and improve cost recovery for these amenities and programs.

The proposed rates remain comparable with similar facilities in surrounding communities while shifting a greater portion of the cost of providing these services to users rather than the general fund. These fees are not expected to impact users significantly and the amenities will still be an accessible indoor option compared to privately-owned facilities.

Actual revenue impact will depend on participation levels and usage patterns during 2027. Staff will continue to monitor attendance and revenue following implementation of the new fees.

Attachments:

[2027 Proposed Fees](#)

2027 Proposed “The Lookout” Indoor Playground Fees at the Shakopee Community Center

Current		Proposed	
Resident	\$4.00	Resident	\$5.00
Non-Resident	\$6.00	Non-Resident	\$7.00



Shakopee City Council October 6, 2026

6.t

Agenda Item: Contract Award for Roofs for Schroeder House and Livery
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Award contract

Motion Type:

Simple Majority

Background:

The masonry has been repointed and replaced. The architects have recommended that the roofs on both structures be replaced now to preserve the structures.

There were a total of five bidders. The bidding was very competitive given the large spikes in the costs for roofing materials and lumber.

Cardinal Exteriors and Home Services was the low bidder. Bids ranged from \$222,230 to \$290,373. The house is a standard reroof with ice and water shield and flashing. The Livery includes removing the entire roof structure and installing new roof trusses, sheathing and roofing. Prior to that work being done, there is a substantial amount of bat guano that has accumulated in the structure that will need to be removed by a qualified contractor.

Bat guano is generally not dangerous in small, scattered amounts, but large, accumulated piles can pose health risks primarily through a fungal disease called histoplasmosis, which is fungal infection caused by *Histoplasma capsulatum*. It grows in soil or accumulations enriched by bird or bat droppings. When dry piles are disturbed, microscopic spores become airborne and can be inhaled into the lungs. It causes flu-like symptoms and can be severe for immunocompromised individuals.

The remaining work on the properties is site work and interior work that will be bid and undertaken next spring and summer.

Recommendation:

Award contract to low bidder Cardinal Exteriors and Home Services, LLC in an amount of

\$222,230 for reroofing of actual house, new structure and roof on Livery and remediation of Bat Guano plus an additional \$10,000 in contingency for any roof sheathing at a cost of \$2 per square foot that needs replacement on the main home for a total contract of \$232,230.

Budget Impact:

Funded from Park Development Funds. Current balance is in excess of \$2 million.

Attachments:

[Schroeder House & Livery-ROOF SCOPE Bid Tab.pdf](#)

[20260929 Cardinal Exteriors Bid.pdf](#)

[20260929 Commercial Midwest Roofing.pdf](#)

[20260930 Construction Results Bid.pdf](#)

[20260929 Ebert Bid.pdf](#)

[20260929 Hout Bid.pdf](#)



BID TABULATION

PROJECT	Schroeder House & Livery – Roof Stabilization		BIDS CLOSE	September 29, 2026 @ 2:00 PM
	717-719 Bluff Avenue East, Shakopee, MN 55379			
OWNER	City of Shakopee			

BIDDER	01 – Subtotal Roof Work for House	02 – Subtotal Roof Work for Livery	03 – Subtotal Bat Guano Remediation	TOTAL BASE BID	004113 – Bid Form Attach A	004213 – Exper & Qual Forms	004313 – Bid Security	Addenda receipt	Schedule	Unit Prices
										Roof Sheathing Replacement (per SF)
Cardinal Exteriors and Home Services, LLC (10:38a)	\$32,430	\$139,500	\$50,300	\$222,230	✓	✓	Not complete	✓	Oct 12 – Oct 19 – Bat Exclusion and House Setup Oct 20 – Nov 2 – Guano Remediation and Clearance Nov 3 – Nov 20 – Roof Tear Off and Structural Truss Rebuild Nov 23 – Dec 11 – Roof Sheathing and Low Slope Installation Dec 14 – Jan 15 – Shingles, Skylights and Sheet Metal Installation Jan 18 – Jan 27 – Schroeder House Re-Roof Work	\$2.00
Commercial Midwest Roofing & Construction, Inc. (9:48p)	\$212,500	\$30,000	\$7,500	\$250,000	✓	✓	✓	✓	Oct 12 - Mobilization Dec 31 – Substantial Completion	\$3.50
Construction Results Corporation (1:53p)	\$132,111	\$88,073	\$8,000	\$228,184	✓	✓	✓	✓	Oct 15 – Project Start Dec 4 – Project Complete	\$4.20
Ebert (1:58p)	\$104,600	\$153,700	\$38,700	\$297,000	✓	✓	✓	✓	Nov 11 – Complete Guano Remodel Dec 15 – Demo/Reroof House Jan 15 – Demo/Reroof Livery Jan 31 – Substantial Completion	\$7.50
Huot Construction & Services, Inc. (1:36p)	\$113,132.14	\$161,608.02	\$15,633.33	\$290,373.50	Not complete	✓	✓	✓	Oct 7 – Oct 16 – Notice to Proceed, Submittals and Truss Shop Drawings Submitted Oct 19 – Oct 30 – Bat Guano Remediation Oct 19 – Nov 20 – House Roof Replacement Nov 9 – Dec 23 – Livery Roofing Jan 4 – Jan 22 – Gutters, Downspouts, Punch List, Substantial Completion	\$15.00

Melissa M. Ekman

From: Dustin Carter <dustinc@cardinalexteriors.com>
Sent: Tuesday, September 29, 2026 10:38 AM
To: Bill Delaney
Cc: Melissa M. Ekman
Subject: Bid for Schroeder House and Livery Roof Replacement
Attachments: SchroederSubmittedBid.pdf

Hello,

Attached you will find our bid for the project at 711 Bluff Avenue East.

Please let me know if you have any questions or if you need any additional information.

Best regards,

Dustin Carter | dustinc@cardinalexteriors.com

730 Tower Drive Ste 100 | Medina, MN 55340

Phone: 612.231.2992 | Fax: 952.445.8036

www.cardinalexteriors.com



DOCUMENT 00 41 13 - ROOF REPLACEMENT BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Cardinal Exteriors and Home Services, LLC
- B. Project Name: Schroeder House and Livery Rehabilitation.
- C. Project Location: Shakopee, Minnesota.
- D. Architect: Miller Dunwiddie.
- E. Architect's Project Number: SKP2501.

1.2 BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Miller Dunwiddie, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Total Base Bid amount of:

Item No.	Item	Price
01	Subtotal – Roof replacement for Schroeder House	\$ 32,430
02	Subtotal – Roof replacement for Livery	\$ 139,500
03	Bat Guano Remediation ¹	\$ 50,300
TOTAL BASE BID		\$ 222,230

Two hundred twenty two thousand two hundred thirty Dollars

1.3 REQUIRED BID ATTACHMENTS

- A. 004113 – Bid Form Attachment A – First Tier Subcontractor List
- B. 004213 – Experience and Qualifications Forms
- C. 004313 – Bid Security Form (Bid Bond Form – AIA Document A310-2010)

¹ Addendum No. 1

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 9/3/26.
2. Addendum No. 2, dated 9/23/26.
3. Addendum No. 3, dated 9/24/26.
4. Addendum No. 4, dated N/A.

1.5 CONSTRUCTION COMPLETION SCHEDULE

1. Provide a proposed schedule for work to be performed below, assuming a Notice to Proceed **October 7, 2026 and Substantial Completion January 31, 2027.**² A schedule in a different format attached to the bid form is acceptable.

Milestone	Tentative Target Dates
Bat Exclusion / House Setup	October 12, 2026 - Oct 19, 2026
Guano Remediation & Clearance	Oct 20, 2026 - Nov 2, 2026
Roof tear off & Structural Truss Rebuild	Nov 3, 2026 - Nov 20, 2026
Roof Sheathing / low slope install	Nov 23, 2026 - Dec 11, 2026
Shingles / Skylights / Sheet metal	Dec 14, 2026 - Jan 15, 2027
Schroeder House Re-Roof work	Jan 18, 2027 - Jan 27, 2027

1.6 UNIT PRICES

- A. Unit Price No. 061600-1 – Additional Roof Sheathing Replacement.

Two dollars (\$ 2.00) per square foot.

² Addendum No 2

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 28th day of September, 2026
- B. Submitted By: Cardinal Exteriors and Home Services, LLC (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Todd Leuse (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Andrea Doop (Type or print name).
- I. Title: LLC Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 730 Tower Drive Ste 100.
- K. City, State, Zip: Hamel, MN, 55340.
- L. Phone: 952-445-8638.
- M. License No.: BCB02050.

END OF DOCUMENT 00 41 13

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ATTACHMENT A

FIRST-TIER SUBCONTRACTOR LIST
(Prime Contractor Submit with Bid)

A list in a different format attached to the bid form is acceptable.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
General Contractor, INC	Wyoming, MN
Nathan Johnson Construction, LLC	Minneapolis, MN
Adams Pest Control, INC	Medina, MN

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SECTION 07 31 13 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayment.
 - 3. Ridge vents.
- B. Related Requirements:
 - 1. Section 07 01 50 - Preparation for Re-Roofing.
 - 2. Section 07 62 00 - Sheet Metal Flashing and Trim for gutters and downspouts.
 - 3. Section 07 72 00 "Roof Accessories" for roof ventilators.
 - 4. Section 07 92 00 - Joint Sealants.

1.2 DEFINITION

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **[Project site]**.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of asphalt shingle indicated.
 - 1. Include similar Samples of trim and accessories involving color selection.
- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected:
 - 1. Asphalt Shingle: Full size.
 - 2. Underlayment: 12 inches square.
 - 3. Ridge Vent: 12-inch-long Sample.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.
- C. Warranties: Sample of special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of asphalt shingle to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Asphalt Shingles: 100 sq. ft. of each type, in unbroken bundles.

1.8 QUALITY ASSURANCE

- A. Historic Preservation Standards: Comply with recommended practices and procedures in National Park Service, Technical Preservation Services, Preservation Briefs:
 - 1. No. 4 "Roofing for Historic Buildings."
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project as required by warranty requirements.
- C. Source Limitations: Obtain ridge and hip cap shingles and underlayments from single source from single manufacturer.
- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups for asphalt shingles including other related roofing materials.
 - a. Size: 48 inches long by 48 inches wide.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion as determined by Architect.
- E. Preinstallation Conference: Conduct conference at Project site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.
 - 1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.10 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install asphalt shingles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- E. Manufacturer's Warranty: Provide shingle manufacturer's standard 30-year limited transferable warranty and 5-year SureStart™ protection.
- F. Contractor's Warranty: Prior to acceptance of the Work, furnish written five (5) year workmanship warranty using the form at the end of this Section.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Available Manufacturer: CertainTeed Roofing, P.O. Box 860, Valley Forge, PA 19482.

2.2 SHINGLES

- A. Shingles shall be composed of a fiber glass mat base. Ceramic-coated mineral granules shall be tightly embedded in carefully refined, water-resistant asphalt. The 3-tab shingles shall have self-sealing adhesive.
 - 1. Acceptable Product:
 - a. ~~XT™ 25 30-IR (Impact-Resistant) Shingles, by CertainTeed Roofing.~~
 - 1) Color: As selected by Architect from manufacturer's full range.
 - b. ~~Patriot® Shingles, by CertainTeed Roofing.~~
 - 1) Color: As selected by Architect from manufacturer's full range.
 - c. ~~Timberline HDZ Shingles, by GAF~~
 - 1) Color: As selected by Architect from manufacturer's full range.
- B. Shingles and work shall comply with the following standards:
 - 1. ASTM D3018, Type I.
 - 2. ASTM D3462.
 - 3. ASTM E108 Class A Fire Resistance.
 - 4. ASTM E3161 Class F Wind Resistance.
 - 5. ASTM D7158 Class H Wind Resistance.
 - 6. UL 2390/ASTM D6381 Class H Wind Resistance.
 - 7. TDI Windstorm Resistance.
 - 8. UL 790 Class A Fire Resistance.

9. UL 997 Wind Resistance.
10. ICC-ES Evaluation Report ESR-1389.
11. NYC-MEA-120-79-M.
12. CSA Standard A123.5-98 (& -05).
13. Miami-Dade Product Control Approved.
14. Florida Product Approval #FL5444.

C. Shingles:

1. Weight/Square (approx.): 230 lbs.
2. Dimensions (overall): 12-inch x 36-inch.
3. Shingles/Square: 80.
4. Weather Exposure: 5 inches.

2.3 HIP AND RIDGE SHINGLES

A. High profile self sealing hip and ridge cap shingle matching the color of selected roof shingle.

1. Acceptable Product:
 - a. XT™ 25 30-IR (Impact Resistant) Shingles, by CertainTeed Roofing.
 - 1) Color: As selected by Architect from manufacturer's full range.
 - b. Patriot® Shingles, by CertainTeed Roofing.
 - 1) Color: As selected by Architect from manufacturer's full range.
 - c. Timberline HDZ Shingles, by GAF
 - 1) Color: As selected by Architect from manufacturer's full range.

2.4 UNDERLAYMENT MATERIALS

A. Glass-Reinforced Felt: ASTM D6757, asphalt-saturated, glass-reinforced organic felt.

1. Acceptable Product: Roofers' Select™ High-Performance Underlayment, by CertainTeed.

B. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970, minimum 45-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied.

1. Acceptable Product: WinterGuard™ HT Waterproofing Underlayment, by CertainTeed.

2.5 RIDGE VENTS

A. Acceptable Product: CertainTeed 12" Filtered Ridge Vent.

1. Minimum venting length is identified on Drawings.

2.6 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

B. Roofing Nails: ASTM F 1667; aluminum, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, barbed or smooth shank, sharp-pointed, with a minimum 3/8-inch-diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

- C. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.
 - 1. Provide with minimum 0.0134-inch-thick metal cap, 0.010-inch-thick power-driven metal cap, or 0.035-inch-thick plastic cap; and with minimum 0.083-inch-thick ring shank or 0.091-inch-thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

2.7 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 - Sheet Metal Flashing and Trim.
 - ~~1. — Sheet Metal: Copper.~~
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
 - 1. Apron Flashings: Fabricate with lower flange a minimum of 5 inches over and 4 inches beyond each side of downslope asphalt shingles and 6 inches up the vertical surface.
 - 2. Step Flashings: Fabricate with a headlap of 2 inches and a minimum extension of 5 inches over the underlying asphalt shingle and up the vertical surface.
 - 3. Cricket Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope asphalt shingles and 6 inches beyond each side of chimney and 6 inches above the roof plane.
 - 4. Open-Valley Flashings: Fabricate in lengths not exceeding 10 feet with 1-inch-high, inverted-V profile at center of valley and equal flange widths of 12 inches.
 - 5. Drip Edges: Fabricate in lengths not exceeding 10 feet with 4-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.
- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches from pipe onto roof.

2.8 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.9 PREPARATION

- A. Remove existing roofing down to the roof deck.

- B. Verify that the deck is dry, sound, clean, and smooth. It shall be free of depressions, waves, and projections. Cover with sheet metal, holes over 1-inch in diameter, cracks over 1/2-inch in width, loose knots, and excessively resinous areas.
- C. Replace damaged deck with new materials.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

2.10 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
 - 1. If local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Asphalt-Saturated Felt: Install on roof deck parallel with and starting at eaves and fasten with underlayment nails. Apply flat and unwrinkled, fastening as required to hold in place.
 - 1. Single-Layer Installation:
 - a. Lap sides a minimum of 2 inches over underlying course.
 - b. Lap ends a minimum of 4 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
 - 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
 - 2. Install lapped in direction that sheds water.
 - a. Lap sides not less than 4 inches.
 - b. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
 - c. Roll laps with roller.
 - 3. Prime concrete, masonry, and metal surfaces to receive self-adhering sheet.
 - 4. Eaves: Extend from edges of eaves 36 inches beyond interior face of exterior wall.
 - 5. Rakes: Extend from edges of rakes 36 inches beyond interior face of exterior wall.
 - 6. Valleys: Extend from lowest to highest point 18 inches on each side of centerline.
 - 7. Hips: Extend 18 inches on each side.
 - 8. Ridges: Extend 36 inches on each side without obstructing continuous ridge vent slot.
 - 9. Sidewalls: Extend 18 inches beyond sidewalls and return vertically against sidewalls not less than 4 inches.
 - 10. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend 18 inches beyond penetrating elements and return vertically against penetrating elements not less than 4 inches.
 - 11. Roof-Slope Transitions: Extend 18 inches on each roof slope.
 - 12. Cover underlayment within seven days.
- D. Penetrations:
 - 1. Vent Pipes: Install a 24-inch square piece of self-adhering sheet underlayment lapping over roof deck underlayment; seal tightly to pipe.

2.11 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 - Sheet Metal Flashing and Trim.

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- C. Step Flashings: Install with a headlap of 2 inches and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- D. Cricket Flashings: Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- E. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
 1. Adhere 12-inch-wide strip of self-adhering sheet underlayment to metal flanges and to adjacent self-adhering sheet underlayment.
- F. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.
- G. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.
- H. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

2.12 ASPHALT SHINGLE INSTALLATION

- A. General:
 1. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual," and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
 2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F.
 3. Handle carefully in hot weather to avoid scuffing the surfacing or damaging the shingle edges.
- B. Placement and Nailing:
 1. For maximum wind resistance along rakes and eaves, install starter strip containing sealant or cement shingles to underlayment and each other in a 4-inch width of asphalt plastic roof cement.
 2. Secure with 4, 5, or 6 nails per shingle per manufacturer's instructions or local codes.
 3. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
 4. Nails shall be driven flush with the shingle surface. Do not overdrive or under drive the nails.
 5. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
 6. Vertical Sidewalls and Near Vertical Roof Surfaces (as recommended by manufacturer):
 - a. Fasten asphalt shingles to vertical sidewalls and Near Vertical Roof Surfaces with six nails per shingle and hand seal butt edges of shingles to underlying shingles

with 1-inch diameter spots of asphalt roof cement, 6 spots minimum, at ends of shingles and equally spaced between, unless noted otherwise by manufacturer.

C. Valleys:

1. Install valleys using the "open valley" method:
 - a. Maintain uniform width of exposed open valley from highest to lowest point. Valley flashing width shall be 4 inches wide from top to bottom.
 - b. Run shingles to chalk line.
 - c. Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12 inches wide.
 - d. Apply a 2-inch-wide strip of plastic cement under ends of shingles, sealing them to the metal flashing.

D. Penetrations:

1. Penetrations shall be flashed according to manufacturer, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

E. Ridge Vents: Install per Drawings and manufacturer's written recommendations.

F. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

2.13 WORKMANSHIP WARRANTY

A. Owner:

1. Owner: _____
2. Address: _____
3. City/State/Zip: _____
4. Project Name: _____
5. Project Address: _____
6. Date of Final Acceptance: _____

B. Roofing Contractor:

1. Roofing Contractor: Cardinal Exteriors and Home Services, LLC
2. Address: 730 Tower Drive Ste 100
3. City/State/Zip: Hamel, MN 55340
4. Phone No. 952-445-8638
5. Email: Sales@cardinalexteriors.com

C. The warranty stipulates that the above-named Contractor shall, during a period of five (5) years from the date of final acceptance of the work, maintain the roof shingles and flashing systems in a watertight condition and repair all defects which result from faulty workmanship or defective materials, without further cost to the Owner, including replacement of any wet insulation caused by such defects.

D. Excluded from this warranty may be any and all damage to said roof, the buildings or their contents caused by acts or omissions of the Owner; fire, lightning, windstorm exceeding 72 mph, hailstorm, or other unusual phenomenon of the elements; movement or failure of the supporting building structure that causes membrane or flashing failure; or vapor condensation beneath the roof.

E. Exclude from this warranty any damages to the building or the contents.

- F. Before expiration of the above warranty period, the above-named Contractor shall inspect the roof in the presence of the Owner's representative and make necessary correction of all deficiencies not considered normal. The warranty shall remain in force until the necessary repair work has been done.

G. Roofing Contractor:

Signature

Dustin Carter

Printed Name

Dustin Carter

Title

General Manager

Date

9/21/26

END OF SECTION 07 31 13

Melissa M. Ekman

From: Estimator Commercial Midwest Roofing <estimating@commercialmidwestroofing.com>
Sent: Monday, September 28, 2026 9:48 PM
To: bdelaney@shakopeemn.gov; Melissa M. Ekman; Linda Jerviss
Subject: Bid For Schroeder House and Livery Roof Replacement
Attachments: Schroeder House & Livery Roof Replacement Bid.pdf

Hello: Attached is our bid for the above referenced project.

Thank you,

Jerry Roy
Project Manager

DOCUMENT 00 41 13 - ROOF REPLACEMENT BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Commercial Midwest Roofing & Construction, Inc.
- B. Project Name: Schroeder House and Livery Rehabilitation.
- C. Project Location: Shakopee, Minnesota.
- D. Architect: Miller Dunwiddie.
- E. Architect's Project Number: SKP2501.

1.2 BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Miller Dunwiddie, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Total Base Bid amount of:

Item No.	Item	Price
01	Subtotal – Roof replacement for Schroeder House	\$ 212,500.
02	Subtotal – Roof replacement for Livery	\$ 30,000.
03	Bat Guano Remediation ¹	\$ 7500.
TOTAL BASE BID		\$ 250,000.

Two Hundred Fifty Thousand Dollars

1.3 REQUIRED BID ATTACHMENTS

- A. 004113 – Bid Form Attachment A – First Tier Subcontractor List
- B. 004213 – Experience and Qualifications Forms
- C. 004313 – Bid Security Form (Bid Bond Form – AIA Document A310-2010)

¹ Addendum No. 1

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 9/03/2026.
 2. Addendum No. 2, dated 9/23/2026.
 3. Addendum No. 3, dated 9/24/2026.
 4. Addendum No. 4, dated _____.

1.5 CONSTRUCTION COMPLETION SCHEDULE

1. Provide a proposed schedule for work to be performed below, assuming a Notice to Proceed **October 7, 2026 and Substantial Completion January 31, 2027.**² A schedule in a different format attached to the bid form is acceptable.

Milestone	Tentative Target Dates
Mobilization	10/12/2026
Substantial completion	12/31/2026

1.6 UNIT PRICES

- A. Unit Price No. 061600-1 – Additional Roof Sheathing Replacement.

Three dollars fifty cents dollars (\$ 3.50) per square foot.

² Addendum No 2

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 29th day of September 2026
- B. Submitted By: Commercial Midwest Roofing & Construction, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: Linda Jerviss (Handwritten signature).
- D. Signed By: Linda Jerviss (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Signature] (Handwritten signature).
- G. Attest: [Signature] (Handwritten signature).
- H. By: Gerard L Roy (Type or print name).
- I. Title: Job Superintendent (Corporate Secretary or Assistant Secretary).
- J. Street Address: 403 9th Avenue Circle NW,
- K. City, State, Zip: Kasson, MN 55944
- L. Phone: 612-900-7486
- M. License No.: IR813968

END OF DOCUMENT 00 41 13

ATTACHMENT A

FIRST-TIER SUBCONTRACTOR LIST
(Prime Contractor Submit with Bid)

A list in a different format attached to the bid form is acceptable.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
4 Corners Architectural Sheet Metal	Burnsville, MN

FORM A: EXAMPLES OF SPECIALTY WORK - GENERAL CONSTRUCTION ON HISTORIC BUILDINGS

QUALIFICATION REQUIREMENTS:

1. The General Contractor shall have completed (3) three projects in the last (10) ten years that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
2. Submit name, location, year completed, and dollar amount of each project.
3. For each project, submit the address, telephone number, and contact person of the Owner and Architect or Engineer. This information will be used for verification purposes only.
4. The Superintendent of the General Contractor shall be the on-site person in charge of the entire project, and have a minimum of eight (8) years of relevant experience and have completed three (3) projects that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
5. Submit Superintendent's name and years of experience, along with the names of each project, location, and year completed.
6. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

PROJECT #1:

- A. Name of Project Site:
Wasioja School Renovation
- B. Address of Project: 21118 600th Street, Dodge Center
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: 275,000
- E. Owner Reference: Name, Telephone Number, and Email Address:
Dodge County Historical Society Jean Bartel, braskerudjb@
hotmail.com
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
MacDonald & Mack, Bob Mack, 612-341-4051
- G. Date of Project (from/to):
May, 2025 to November 2025

PROJECT #2:

- A. Name of Project Site:
Bourdon House Restoration
- B. Address of Project: 615 N Main St, Mantorville, MN
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: 175,000
- E. Owner Reference: Name, Telephone Number, and Email Address:
Dodge County Historical Society, Jean Bartel, braskerudjb@
hotmail.com
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
MacDonald & Mack, Bob Mack, 612-341-4051
- G. Date of Project (from/to):
May, 2022-August 2022

PROJECT #3:

- A. Name of Project Site:
Trinity Lutheran Church
- B. Address of Project: 301 Douglas Ave, Henning, MN 56551
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: 212,000.
- E. Owner Reference: Name, Telephone Number, and Email Address:
Todd Grover, MacDonald & Mack, 612-341-4051
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
MacDonald & Mack
- G. Date of Project (from/to):
May, 2024-November 2024

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Commercial Midwest Roofing & Construction, Inc.
Prime Contractor Company Name

Linda Jensen
Authorized Signature

QUALIFICATIONS OF THE SUPERINTENDENT OF THE GENERAL CONTRACTOR

NAME: Jerry Roy

YEARS OF EXPERIENCE WITH CURRENT FIRM: 2

TOTAL YEARS OF EXPERIENCE: 45+

PROJECT #1:

A. Name of Project Site:

See Wasioja School Renovation

B. Address of Project: _____

C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no

D. Dollar Value of Project: _____

E. Owner Reference: Name, Telephone Number, and Email Address:

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

G. Date of Project (from/to):

PROJECT #2:

A. Name of Project Site:

See Bourdon House Restoration

B. Address of Project: _____

C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no

D. Dollar Value of Project: _____

E. Owner Reference: Name, Telephone Number, and Email Address:

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

G. Date of Project (from/to):

PROJECT #3:

- A. Name of Project Site:
See Trinity Lutheran Church
- B. Address of Project: _____
- C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no
- D. Dollar Value of Project: _____
- E. Owner Reference: Name, Telephone Number, and Email Address:

- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

- G. Date of Project (from/to):

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Commercial Midwest Roofing & Construction, Inc.
Prime Contractor Company Name
Linda Teriiss
Authorized Signature

END OF DOCUMENT 00 11 53

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Comercial Midwest Roofing & Construction Inc.
403 9th Avenue Circle NW, Kasson, MN 55944
(507) 601-7796

SURETY:*(Name, legal status and principal place of business)*

Amherst National Insurance Company
14001 Dallas Parkway, Ste 700 Dallas, TX 75240
8004381162

OWNER:*(Name, legal status and address)*

City of Shakopee
485 Gorman Street
Shakopee MN 55379

BOND AMOUNT:Not to Exceed: **Twelve Thousand Five Hundred****(\$12,500.00) Dollars****PROJECT:***(Name, location or address, and Project number, if any)*

Schroeder House & Liver Rehabilitation
717 Bluff Avenue East, Shakopee, MN 55379

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **September** **2026****Comercial Midwest Roofing & Construction Inc.***Linda Jervis**(Principal)**(Seal)**President**(Title)***Amherst National Insurance Company***(Surety)***David Gonsalves****Attorney In Fact***(Title)**(Witness)**Nick Brady**(Witness)***Nick Brady**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



PO Box 471023
Charlotte, NC 28226
Phone: (800) 438-1162
Fax: (704) 364-3214

This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.
Without these results, Final Payment and Performance bonds will not be approved.

Contractor's Name: Comercial Midwest Roofing & Construction Inc.
Project Name: Schroeder House & Liver Rehabilitation
Bid Bond Number: BB799518
Bid Bond Estimate: 250000.00
Date of Bid: 2026-09-15

WERE YOU LOW BIDDER: ☐ YES ☐ NO

PLEASE COMPLETE THE FOLLOWING:

<u>BIDDER</u>	<u>AMOUNT</u>
Low Bid: _____	\$ _____
2 nd Bid: _____	\$ _____
3 rd Bid: _____	\$ _____

AMHERST NATIONAL INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **AMHERST NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Dallas, Texas does hereby constitute and appoint

Name: David GonsalvesLimit of Liability per Bond: \$5,000,000

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **AMHERST NATIONAL INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **AMHERST NATIONAL INSURANCE COMPANY** by unanimous written consent dated December 12, 2025, of which the following is a true excerpt:

"RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given."

IN WITNESS WHEREOF, **AMHERST NATIONAL INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th Day of December, 2025.



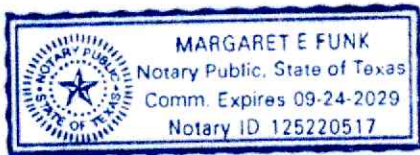
AMHERST NATIONAL INSURANCE COMPANY

[Signature of Gary Marshall]
Gary Marshall, President

State of Texas
 County of Dallas

On this 12th Day of December, 2025 before me, a Notary Public, personally appeared Gary Marshall, who being by me duly sworn, said that he is the herein described and authorized President and Secretary of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and signature was duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.



[Signature of Margaret E Funk]
 Notary Public

I, Richard Schwartz, Secretary of **AMHERST NATIONAL INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **AMHERST NATIONAL INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of September, 2026



[Signature of Richard Schwartz]
 Richard Schwartz, Secretary

Melissa M. Ekman

From: Matt Osborne <Matt.Osborne@constructionresults.com>
Sent: Tuesday, September 29, 2026 1:53 PM
To: Melissa M. Ekman; MKerski@shakopeemn.gov
Cc: Mike Luurtsema; Jeff Skoog
Subject: Re: SKP2501 Schroeder House and Livery Roof Stabilization
Attachments: 004113 Bid Form - Addendum2,Signed.pdf; 004213- Qualifications Form, signed.pdf; Bid Bond,Signed.pdf

Hello,
See our attached proposal for this project. Let us know if there are any questions.

Thanks, have a great day!



Matt Osborne
Project Manager / Estimator
5465 Highway 169 North
Plymouth, MN 55442
C: 612-582-3736
O: 763-559-1100
ConstructionResults.com

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From: Matt Osborne <Matt.Osborne@constructionresults.com>
Sent: Tuesday, September 29, 2026 1:42 PM
To: Melissa M. Ekman <mekman@millerdunwiddie.com>; MKerski@shakopeemn.gov <MKerski@shakopeemn.gov>
Cc: Mike Luurtsema <Mike.Luurtsema@constructionresults.com>; Jeff Skoog <Jeff.Skoog@constructionresults.com>
Subject: SKP2501 Schroeder House and Livery Roof Stabilization

Test.



Matt Osborne
Project Manager / Estimator
5465 Highway 169 North
Plymouth, MN 55442
C: 612-582-3736
O: 763-559-1100
ConstructionResults.com

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City of Shakopee
 Schroeder House & Livery Rehabilitation
 Addendum No. 1
 Addendum No. 2

100% Construction Documents December 15, 2025
 ROOF REPLACEMENT

DOCUMENT 00 41 13 - ROOF REPLACEMENT BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Construction Results Corporation.
- B. Project Name: Schroeder House and Livery Rehabilitation.
- C. Project Location: Shakopee, Minnesota.
- D. Architect: Miller Dunwiddie.
- E. Architect's Project Number: SKP2501.

1.2 BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Miller Dunwiddie, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Total Base Bid amount of:

Item No.	Item	Price
01	Subtotal – Roof replacement for Schroeder House	\$ 132,111
02	Subtotal – Roof replacement for Livery	\$ 88,073
03	Bat Guano Remediation ¹	\$ 8,000
TOTAL BASE BID		\$ 228,184

_____ Dollars

1.3 REQUIRED BID ATTACHMENTS

- A. 004113 – Bid Form Attachment A – First Tier Subcontractor List
- B. 004213 – Experience and Qualifications Forms
- C. 004313 – Bid Security Form (Bid Bond Form – AIA Document A310-2010)

¹ Addendum No. 1

City of Shakopee
 Schroeder House & Livery Rehabilitation
 Addendum No. 1
 Addendum No. 2

100% Construction Documents December 15, 2025
 ROOF REPLACEMENT

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 2 September 26.
2. Addendum No. 2, dated 23 September 26.
3. Addendum No. 3, dated 24 September 26.
4. Addendum No. 4, dated _____.

1.5 CONSTRUCTION COMPLETION SCHEDULE

1. Provide a proposed schedule for work to be performed below, assuming a Notice to Proceed October 7, 2026 and Substantial Completion January 31, 2027.² A schedule in a different format attached to the bid form is acceptable.

Milestone	Tentative Target Dates
Project start	15 October
Project complete	4 December

1.6 UNIT PRICES

- A. Unit Price No. 061600-1 – Additional Roof Sheathing Replacement.

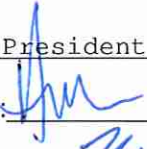
_____ dollars (\$ 4.20) per square foot.

² Addendum No 2

City of Shakopee
 Schroeder House & Livery Rehabilitation
 Addendum No. 1
 Addendum No. 2

100% Construction Documents December 15, 2025
 ROOF REPLACEMENT

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 29th day of September, 2026.
- B. Submitted By: Construction Results Corporation (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Mike Luurtsema (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By:  (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: John Snyder (Type or print name).
- I. Title: Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 5465 Highway 169 North.
- K. City, State, Zip: Plymouth, MN 55442.
- L. Phone: 763-559-1100.
- M. License No.: N/A.

END OF DOCUMENT 00 41 13

City of Shakopee
Schroeder House & Livery Rehabilitation
Addendum No. 1
Addendum No. 2

100% Construction Documents December 15, 2025
ROOF REPLACEMENT

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City of Shakopee
 Schroeder House & Livery Rehabilitation
 Addendum No. 1
 Addendum No. 2

100% Construction Documents December 15, 2025
 ROOF REPLACEMENT

ATTACHMENT A

FIRST-TIER SUBCONTRACTOR LIST *(Prime Contractor Submit with Bid)*

A list in a different format attached to the bid form is acceptable.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Les Jones Roofing	Bloomington

City of Shakopee
Schroeder House & Livery Rehabilitation
Addendum No. 1
Addendum No. 2

100% Construction Documents December 15, 2025
ROOF REPLACEMENT

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DOCUMENT 00 42 13 – QUALIFICATIONS FORM

1.1 FORMS

- A. The following forms provide examples of specialty work and technical competency for General Contractors and Specialty Trades. Forms are as follows:
 - 1. Form A: Three Examples of Relevant Project Experience – General Construction
 - a. If possible, include relevant experience working on Historic Buildings
- B. All forms must be completed and submitted with Bidder's proposal. Incomplete forms may be cause for rejection.
- C. The owner (or its representative) reserves the right to clarify that all qualifications listed below have been met and findings to the contrary shall be cause for rejection.
- D. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

FORM A: EXAMPLES OF SPECIALTY WORK - GENERAL CONSTRUCTION ON HISTORIC BUILDINGS

QUALIFICATION REQUIREMENTS:

1. The General Contractor shall have completed (3) three projects in the last (10) ten years that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
2. Submit name, location, year completed, and dollar amount of each project.
3. For each project, submit the address, telephone number, and contact person of the Owner and Architect or Engineer. This information will be used for verification purposes only.
4. The Superintendent of the General Contractor shall be the on-site person in charge of the entire project, and have a minimum of eight (8) years of relevant experience and have completed three (3) projects that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
5. Submit Superintendent's name and years of experience, along with the names of each project, location, and year completed.
6. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

PROJECT #1:

- A. Name of Project Site:
Delano Heritage Center New Elevator Project
- B. Address of Project: 140 Bridge Ave., Delano, MN
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: 613,653
- E. Owner Reference: Name, Telephone Number, and Email Address:
Nick Neaton - Community Enrichment Director - Direct: 763-972-0575 nneaton@delanomn.gov>
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Madelyn Sundberg, AIA - 612-767-2748 - MadelynS@mm-architects.com
- G. Date of Project (from/to):
6/24/24 - 12/16/24

PROJECT #2:

- A. Name of Project Site:
Minnesota Historical Society – Mille Lacs Indian Museum & Cabin Exterior Preservation
- B. Address of Project: 43411 Oodena Dr, Onamia, MN 56359
- C. Listed on or eligible for National Register of Historic Places: X yes ____ no
- D. Dollar Value of Project: \$483,823
- E. Owner Reference: Name, Telephone Number, and Email Address:
Kat Keljik - Capital Planning & Management Minnesota Historical Society -
O: 651.259.3025 - C: 612.710.4058 - kat.keljik@mnhs.org
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Emanuelson-Podas, Melissa Ekman, 952-930-0050
- G. Date of Project (from/to):
Feb 2026 - Aug 2026

PROJECT #3:

- A. Name of Project Site:
Minneapolis Park & Recreation Board, Bryand Avenue Pedestrian Bridge
- B. Address of Project: 900 W Minnehaha Pkwy, Minneapolis, MN, 55419
- C. Listed on or eligible for National Register of Historic Places: X yes ____ no
- D. Dollar Value of Project: \$399,689
- E. Owner Reference: Name, Telephone Number, and Email Address:
Available upon Request.
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Available upon Request.
- G. Date of Project (from/to):
Jan - Oct 2023

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Construction Results Corporation
Prime Contractor Company Name


Authorized Signature

QUALIFICATIONS OF THE SUPERINTENDENT OF THE GENERAL CONTRACTOR

NAME: Corey Larson

YEARS OF EXPERIENCE WITH CURRENT FIRM: 10

TOTAL YEARS OF EXPERIENCE: 40

PROJECT #1:

- A. Name of Project Site:
Project #1 from above references.
- B. Address of Project: _____
- C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no
- D. Dollar Value of Project: _____
- E. Owner Reference: Name, Telephone Number, and Email Address:

- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

- G. Date of Project (from/to):

PROJECT #2:

- A. Name of Project Site:
Project #2 from above references.
- B. Address of Project: _____
- C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no
- D. Dollar Value of Project: _____
- E. Owner Reference: Name, Telephone Number, and Email Address:

- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

- G. Date of Project (from/to):

PROJECT #3:

A. Name of Project Site:

B. Address of Project: _____

C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no

D. Dollar Value of Project: _____

E. Owner Reference: Name, Telephone Number, and Email Address:

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

G. Date of Project (from/to):

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Construction Results Corporation

Prime Contractor Company Name



Authorized Signature

END OF DOCUMENT 00 11 53

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AIA® Document A310™ – 2010
Bid Bond
CONTRACTOR:

(Name, legal status and address)
Construction Results Corporation

5465 Hwy 169 North
Plymouth, MN 55442

OWNER:

(Name, legal status and address)

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

PROJECT:

(Name, location or address, and Project number, if any)

Schroeder House & Livery Rehabilitation - Roof Replacement

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
18500 W. Corporate Drive, Suite 170
Brookfield, WI 53045

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September 2026
Construction Results Corporation

(Witness)

(Principal) M. L. B. (Seal)

(Title)

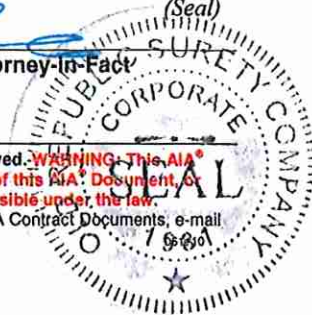
Old Republic Surety Company

(Surety) Thomas O. Chambers (Seal)

(Title) Thomas O. Chambers, Attorney-in-Fact

Init.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON, OF FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

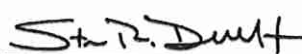
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of JULY, 2026.


Assistant Secretary



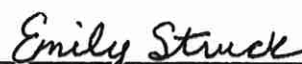
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29TH day of JULY, 2026, personally came before me, Steven R. Denault and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: February 9, 2027

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-0011

Signed and sealed at the City of Brookfield, WI this 29th day of September, 2026.

ORSC 22262 (3-06)

SHOREWEST SURETY SERVICES INC.




Assistant Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 29th day of September, 2026,
 before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
 upon oath did say that he is the Attorney-in-Fact of and for the _____
Old Republic Surety Company, a corporation
 of Wisconsin, created, organized and existing under and
 by virtue of the laws of the State of Wisconsin; that the corporate seal
 affixed to the foregoing within instrument is the seal of the said Company; that the seal
 was affixed and the said instrument was executed by authority of its Board of Directors;
 and the said Thomas O. Chambers did acknowledge that he/she
 executed the said instrument as the free act and deed of said Company.



Marlo Cripple
 Notary Public, **Racine** County, Wisconsin
 My Commission Expires **6/13/2028**



Melissa M. Ekman

From: Shelby Rasmussen <srasmussen@ebertcompanies.com>
Sent: Tuesday, September 29, 2026 1:58 PM
To: Melissa M. Ekman; MKerski@shakopeemn.gov
Cc: Mathew Bentz
Subject: Schroeder House & Livery Rehabilitation - Roof Replacement - BID ATTACHED - Ebert Companies
Attachments: x Bid Bond - Signed.pdf; x Bid Form - Signed.pdf

Good Afternoon,

Please see attached to find a bid from Ebert Companies for the Shakopee Schroeder House & Livery Rehabilitation – Roof Replacement project.

Included in the 2 attachments you will find:

- Bid Form
- Bid Form Attachment A
- Experience Qualification Form
- Bid Bond

Please let us know that you have received our bid.

Thank you and hope you have a great day!

Shelby Rasmussen | Project Coordinator
23350 County Road 10, Corcoran, MN 55357
Office: 763-498-7844
www.ebertcompanies.com



DOCUMENT 00 41 13 - ROOF REPLACEMENT BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Ebert, Inc. dba: Ebert Companies
- B. Project Name: Schroeder House and Livery Rehabilitation.
- C. Project Location: Shakopee, Minnesota.
- D. Architect: Miller Dunwiddie.
- E. Architect's Project Number: SKP2501.

1.2 BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Miller Dunwiddie, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Total Base Bid amount of:

Item No.	Item	Price
01	Subtotal – Roof replacement for Schroeder House	\$ 104,600
02	Subtotal – Roof replacement for Livery	\$ 153,700
03	Bat Guano Remediation ¹	\$ 38,700
TOTAL BASE BID		\$ 297,000

Two Hundred Ninety Seven Thousand Dollars

1.3 REQUIRED BID ATTACHMENTS

- A. 004113 – Bid Form Attachment A – First Tier Subcontractor List
- B. 004213 – Experience and Qualifications Forms
- C. 004313 – Bid Security Form (Bid Bond Form – AIA Document A310-2010)

¹ Addendum No. 1

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 9/2/26.
2. Addendum No. 2, dated 9/23/26.
3. Addendum No. 3, dated 9/24/26.
4. Addendum No. 4, dated _____.

1.5 CONSTRUCTION COMPLETION SCHEDULE

1. Provide a proposed schedule for work to be performed below, assuming a Notice to Proceed October 7, 2026 and Substantial Completion January 31, 2027.² A schedule in a different format attached to the bid form is acceptable.

Milestone	Tentative Target Dates
Complete Guano Remodel	11/6/2026
Demo/Reroof House	12/15/2026
Demo/Reroof Livery	1/15/2027
Substantial Completion	1/31/2027

1.6 UNIT PRICES

- A. Unit Price No. 061600-1 – Additional Roof Sheathing Replacement.

Seven dollars and Fifty Cents dollars (\$ 7.50) per square foot.

² Addendum No 2

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 29th day of September, 2026.
- B. Submitted By: Ebert, Inc. dba: Ebert Companies (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Gregory R. Ebert (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Markus Ebert (Type or print name).
- I. Title: Vice President/Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 23350 County Road 10
- K. City, State, Zip: Corcoran, MN 55357
- L. Phone: 763-498-7844
- M. License No.: N/A - Bonded



END OF DOCUMENT 00 41 13

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ATTACHMENT A

FIRST-TIER SUBCONTRACTOR LIST
(Prime Contractor Submit with Bid)

A list in a different format attached to the bid form is acceptable.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Four Way Insulation	Luverne, MN
ML Beasley Roofing	Minneapolis, MN

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DOCUMENT 00 42 13 – QUALIFICATIONS FORM

1.1 FORMS

- A. The following forms provide examples of specialty work and technical competency for General Contractors and Specialty Trades. Forms are as follows:
 - 1. Form A: Three Examples of Relevant Project Experience – General Construction
 - a. If possible, include relevant experience working on Historic Buildings
- B. All forms must be completed and submitted with Bidder's proposal. Incomplete forms may be cause for rejection.
- C. The owner (or its representative) reserves the right to clarify that all qualifications listed below have been met and findings to the contrary shall be cause for rejection.
- D. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

FORM A: EXAMPLES OF SPECIALTY WORK - GENERAL CONSTRUCTION ON HISTORIC BUILDINGS

QUALIFICATION REQUIREMENTS:

1. The General Contractor shall have completed (3) three projects in the last (10) ten years that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
2. Submit name, location, year completed, and dollar amount of each project.
3. For each project, submit the address, telephone number, and contact person of the Owner and Architect or Engineer. This information will be used for verification purposes only.
4. The Superintendent of the General Contractor shall be the on-site person in charge of the entire project, and have a minimum of eight (8) years of relevant experience and have completed three (3) projects that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
5. Submit Superintendent's name and years of experience, along with the names of each project, location, and year completed.
6. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

PROJECT #1:

- A. Name of Project Site:
George Latimer Central Library Renovation/ James J. Hill
- B. Address of Project: 90 West 4th Street, St. Paul, MN 55102
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: \$844,300
- E. Owner Reference: Name, Telephone Number, and Email Address:
Barb Morin - 651-266-9163
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Diana Glasgow - 612-343-1010
- G. Date of Project (from/to):
October 2015 - February 2016

PROJECT #2:

- A. Name of Project Site: Bowman Hall
- B. Address of Project: 802 South Broadway, Menomonie, WI
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: \$7,188,000
- E. Owner Reference: Name, Telephone Number, and Email Address:
State of Wisconsin Department Admin.
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Mead & Hunt, Inc. - 608-273-6380
- G. Date of Project (from/to): June 2018 - June 2020

PROJECT #3:

- A. Name of Project Site: Saint Anthony Park Library
- B. Address of Project: 2245 Como Ave., St. Paul, MN 55108
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: \$523,300
- E. Owner Reference: Name, Telephone Number, and Email Address:
Angela Wolf Scott - 612-767-2742
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Michael Burnett - 651-266-8900
- G. Date of Project (from/to): May 2025 - June 2025

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Ebert, Inc., dba: Ebert Companies
Prime Contractor Company Name

Authorized Signature Markus Ebert, Vice President



QUALIFICATIONS OF THE SUPERINTENDENT OF THE GENERAL CONTRACTOR

NAME: Joe Yakymi

YEARS OF EXPERIENCE WITH CURRENT FIRM: 24 Years

TOTAL YEARS OF EXPERIENCE: 30 Years

PROJECT #1:

A. Name of Project Site:
George Latimer Central Library Renovation/ James J. Hill

B. Address of Project: 90 West 4th Street, St. Paul, MN 55102

C. Listed on or eligible for National Register of Historic Places: X yes ____no

D. Dollar Value of Project: \$844,300

E. Owner Reference: Name, Telephone Number, and Email Address:

Barb Morin - 651-266-9163

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

Diana Glasgow - 612-343-1010

G. Date of Project (from/to):
October 2015 - February 2016

PROJECT #2:

A. Name of Project Site:
Bowman Hall

B. Address of Project: 802 South Broadway, Menomonie, WI

C. Listed on or eligible for National Register of Historic Places: X yes ____no

D. Dollar Value of Project: \$7,188,000

E. Owner Reference: Name, Telephone Number, and Email Address:

State of Wisconsin Department Admin.

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

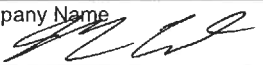
Mead & Hunt, Inc. - 608-273-6380

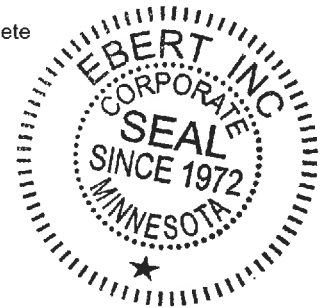
G. Date of Project (from/to):
June 2018 - June 2020

PROJECT #3:

- A. Name of Project Site: Saint Anthony Park Library
- B. Address of Project: 2245 Como Ave.. St. Paul, MN 55108
- C. Listed on or eligible for National Register of Historic Places: X yes no
- D. Dollar Value of Project: \$523,300
- E. Owner Reference: Name, Telephone Number, and Email Address:
Angela Wolf Scott - 612-767-2742
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Michael Burnett - 651-266-8900
- G. Date of Project (from/to): May 2025 - June 2025

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Ebert, Inc., dba: Ebert Companies
Prime Contractor Company Name
 Markus Ebert, Vice President
Authorized Signature



END OF DOCUMENT 00 11 53

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WORKFORCE **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT INC DBA EBERT CONSTRUCTION / EBERT COMPANIES** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/6/2026**

Certificate expiration date: **3/5/2030**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

EQUAL PAY **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT INC DBA EBERT CONSTRUCTION / EBERT COMPANIES** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **June 8, 2026**

Certificate expiration date: **June 7, 2030**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Ebert, Inc. dba Ebert Companies
23350 County Road 10
Corcoran, MN 55357

OWNER:

(Name, legal status and address)
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Schroeder House & Livery Rehabilitation – Roof Replacement

SURETY:

(Name, legal status and principal place
of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of September 2026


(Witness)

Ebert, Inc. dba Ebert Companies

(Principal)

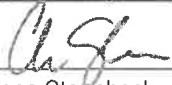

(Title) Markus Ross Ebert, Vice President & Secretary

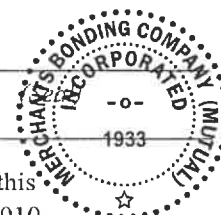



(Witness)

Merchants Bonding Company (Mutual)

(Surety)


(Title) Chase Stoneback, Attorney-in-Fact



CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

Notary Public

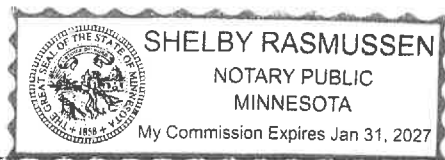
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 25th day of September 2026 before me personally appeared Markus Ross Ebert who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this 25th day of September 2026 before me personally appeared Chase Stoneback, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



[Signature]
Notary Public

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Chase Stoneback; Christine Scott; Christopher James; Danielle Hernandez; Dee Ann Briegel; Jacob Willman; James Erickson; Janet L Roth; John C Klein; Karla Deutsch-Hunt; Kathryn Brophy; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Lynn M Dvergsten; Stephen M Klein; Stewart Yoo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of August, 2026



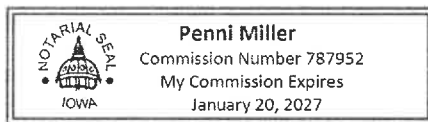
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of August, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of September, 2026.



Elisabeth Sandersfeld

Secretary

Melissa M. Ekman

From: Luke Maughan <lmaughan@huotcs.com>
Sent: Tuesday, September 29, 2026 1:36 PM
To: BDelaney@ShakopeeMN.gov; Melissa M. Ekman
Cc: Estimating
Subject: Bid for Schroeder House and Livery Roof Replacement SKP2501
Attachments: Schroeder House & Livery Roof Replacement SKP2501_Add03_Bid Form.pdf;
Huot_Schroeder House and Livery Roof Replacement_Bid_Clarifications.pdf

Please see Huot's attached bid for the Schroeder House and Livery Roof Replacement.

We have also attached a Bid Clarification for further explanations of our bid.

Thank you!



Luke Maughan

Bid Coordinator- Government

☎ C. 719.356.0031 | O.651.888.4900 | F. 651-888-4905

✉ lmaughan@huotcs.com

🌐 www.HuotCS.com

📍 120 Bridgepoint Way Ste A.
South Saint Paul, MN 55075

MN CONTRACTOR LICENSE: #BC638289
UIE: FEWSG1LJHP7



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DOCUMENT 00 41 13 - ROOF REPLACEMENT BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Huot Construction & Services Inc..
- B. Project Name: Schroeder House and Livery Rehabilitation.
- C. Project Location: Shakopee, Minnesota.
- D. Architect: Miller Dunwiddie.
- E. Architect's Project Number: SKP2501.

1.2 BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Miller Dunwiddie, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Total Base Bid amount of:

Item No.	Item	Price
01	Subtotal – Roof replacement for Schroeder House	\$ 113,132.14
02	Subtotal – Roof replacement for Livery	\$ 161,608.02
03	Bat Guano Remediation ¹	\$ 15,633.33
TOTAL BASE BID		\$ 290,373.50

_____ Dollars

1.3 REQUIRED BID ATTACHMENTS

- A. 004113 – Bid Form Attachment A – First Tier Subcontractor List
- B. 004213 – Experience and Qualifications Forms
- C. 004313 – Bid Security Form (Bid Bond Form – AIA Document A310-2010)

¹ Addendum No. 1

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 09/02/2026.
 2. Addendum No. 2, dated 09/23/2026.
 3. Addendum No. 3, dated 09/24/2026.
 4. Addendum No. 4, dated _____.

1.5 CONSTRUCTION COMPLETION SCHEDULE

1. Provide a proposed schedule for work to be performed below, assuming a Notice to Proceed **October 7, 2026 and Substantial Completion January 31, 2027.**² A schedule in a different format attached to the bid form is acceptable.

Milestone	Tentative Target Dates
Notice to Proceed; submittals and truss shop drawings submitted	Oct 7 – Oct 16, 2026
Bat guano remediation – Livery	Oct 19 – Oct 30, 2026
House roof replacement	Oct 19 – Nov 20, 2026
Livery roofing	Nov 9 – Dec 23, 2026
Gutters, downspouts, punch list; Substantial Completion	Jan 4 – Jan 22, 2027

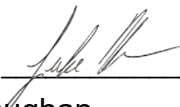
1.6 UNIT PRICES

- A. Unit Price No. 061600-1 – Additional Roof Sheathing Replacement.

_____ Fifteen _____ dollars (\$ 15) per square foot.

² Addendum No 2

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 29 day of September, 2026.
- B. Submitted By: Huot Construction & Services, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Luke Maughan (Type or print name).
- E. Title: Bidding Coordinator (Owner/Partner/President/Vice President).
- F. Witness By: _____ (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Hilary Nguyen (Type or print name).
- I. Title: VP of Government Contracting (Corporate Secretary or Assistant Secretary).
- J. Street Address: 120 Bridgepoint Way Ste A.
- K. City, State, Zip: South Saint Paul, MN 55075
- L. Phone: 651-888-4904
- M. License No.: BC638289

END OF DOCUMENT 00 41 13

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ATTACHMENT A

FIRST-TIER SUBCONTRACTOR LIST
(Prime Contractor Submit with Bid)

A list in a different format attached to the bid form is acceptable.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
TBD	

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DOCUMENT 00 42 13 – QUALIFICATIONS FORM

1.1 FORMS

- A. The following forms provide examples of specialty work and technical competency for General Contractors and Specialty Trades. Forms are as follows:
 - 1. Form A: Three Examples of Relevant Project Experience – General Construction
 - a. If possible, include relevant experience working on Historic Buildings
- B. All forms must be completed and submitted with Bidder's proposal. Incomplete forms may be cause for rejection.
- C. The owner (or its representative) reserves the right to clarify that all qualifications listed below have been met and findings to the contrary shall be cause for rejection.
- D. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

FORM A: EXAMPLES OF SPECIALTY WORK - GENERAL CONSTRUCTION ON HISTORIC BUILDINGS

QUALIFICATION REQUIREMENTS:

1. The General Contractor shall have completed (3) three projects in the last (10) ten years that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
2. Submit name, location, year completed, and dollar amount of each project.
3. For each project, submit the address, telephone number, and contact person of the Owner and Architect or Engineer. This information will be used for verification purposes only.
4. The Superintendent of the General Contractor shall be the on-site person in charge of the entire project, and have a minimum of eight (8) years of relevant experience and have completed three (3) projects that include similar project scope as the work to be performed at Schroeder House and Livery, such as, but not limited to:
 - a. Project listed in or eligible for The National Register of Historic Places.
 - b. Project has similar scope as this project by demonstrating repair treatment for one or more of the following: wood preservation/restoration, masonry restoration, and/or roofing replacement.
5. Submit Superintendent's name and years of experience, along with the names of each project, location, and year completed.
6. Additional projects can be listed and/or presented to showcase subcontractor's relevant project experience as attachments to Form A.

PROJECT #1:

- A. Name of Project Site: SPPS 740 YORK RTU REPLACE AND REROOF
- B. Address of Project: 740 York Ave St. Paul MN 55106
- C. Listed on or eligible for National Register of Historic Places: ____ yes X no
- D. Dollar Value of Project: \$4,083,057
- E. Owner Reference: Name, Telephone Number, and Email Address:
St. Paul Public School - Independent School District No. 625
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Miller Dunwiddie
- G. Date of Project (from/to):
11/2025-09/2026

PROJECT #2:

- A. Name of Project Site:
MPRB SOUTHSIDE ROOF REPLACEMENT
- B. Address of Project: 3800 Bryant Avenue South, Minneapolis, MN 55409
- C. Listed on or eligible for National Register of Historic Places: ____ yes ☒ no
- D. Dollar Value of Project: \$782,823.60
- E. Owner Reference: Name, Telephone Number, and Email Address:
Department of Civil Rights/ 612.673.3000/ adahlin@minneapolispark.org
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Busch Architects, Inc.
- G. Date of Project (from/to):
05/2023-05/2024

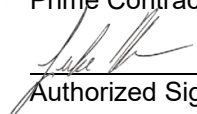
PROJECT #3:

- A. Name of Project Site:
DOA: POWER HOUSE PARTIAL ROOF REPLACEMENT
- B. Address of Project: 691 Robert St. N, St. Paul, MN 55101
- C. Listed on or eligible for National Register of Historic Places: ☒ yes ____ no
- D. Dollar Value of Project: \$1,211,019.07
- E. Owner Reference: Name, Telephone Number, and Email Address:
Marque Garczynski; marque.garczynski@state.mn.us; 651-201-2388
- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:
Roof Spec Inc: Tim Pekron; timp@roofspec.com; 651-286-8764
- G. Date of Project (from/to):
06/2024-07/2025

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Huot Construction & Services, Inc.

Prime Contractor Company Name


Authorized Signature

QUALIFICATIONS OF THE SUPERINTENDENT OF THE GENERAL CONTRACTOR

NAME: Thomas Skulski

YEARS OF EXPERIENCE WITH CURRENT FIRM: 2

TOTAL YEARS OF EXPERIENCE: 25+

PROJECT #1:

- A. Name of Project Site:
Huot can provide additional experience per request.
- B. Address of Project: _____
- C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no
- D. Dollar Value of Project: _____
- E. Owner Reference: Name, Telephone Number, and Email Address:

- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

- G. Date of Project (from/to):

PROJECT #2:

- A. Name of Project Site:

- B. Address of Project: _____
- C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no
- D. Dollar Value of Project: _____
- E. Owner Reference: Name, Telephone Number, and Email Address:

- F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

- G. Date of Project (from/to):

PROJECT #3:

A. Name of Project Site:

B. Address of Project: _____

C. Listed on or eligible for National Register of Historic Places: ____ yes ____ no

D. Dollar Value of Project: _____

E. Owner Reference: Name, Telephone Number, and Email Address:

F. Architect/Engineer Reference: Name, Telephone Number, and Email Address:

G. Date of Project (from/to):

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Huot Construction & Services, Inc.

Prime Contractor Company Name



Authorized Signature

END OF DOCUMENT 00 11 53

DOCUMENT 00 43 13 - BID SECURITY FORM

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 00 43 13



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Huot Construction and Services, Inc.
120 Bridgepoint Way, Ste A
South St Paul, MN 55075

OWNER:

(Name, legal status and address)

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

BOND AMOUNT: Five Percent of the Amount of the Attached Bid - (5%)

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Schroeder House & Livery Rehabilitation
217-219 Bluff Avenue East
Shakopee, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September, 2026


(Witness)

Huot Construction and Services, Inc.

(Principal)

(Seal)

Bidding Coordinator

(Title)

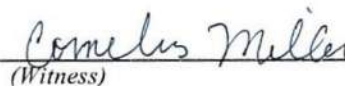
Nationwide Mutual Insurance Company

(Surety)

(Seal)


(Title)

Jordan Edwards, Attorney-in-Fact


(Witness)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

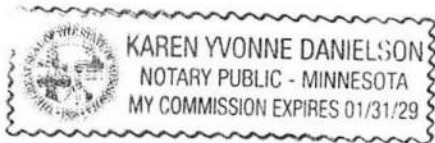
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081110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 29th day of September, 2026, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Nationwide Mutual Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Karen Yvonne Danielson
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of MN)
County of Dakota)

On this 29th day of September, 2026, before me personally appeared Luke Maughan, to me known, who being by me first duly sworn, did depose and say that s/he resides Downing, WI that s/he is the Bidding Coordinator of Huot Construction and Services, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Hoang Thanh Kim Nguyen
Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CARL GODZIEK; JORDAN EDWARDS; LAUREN TJADEN; PAMELA LYNN RONSKI; SAMANTHA BODDICKER; SEAN MCBRIDE

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of September, 2026.


Assistant Secretary

HUOT CONSTRUCTION & SERVICES, INC.

BID CLARIFICATIONS, ASSUMPTIONS AND EXCLUSIONS

Attachment to Document 00 41 13 – Roof Replacement Bid Form | Revision 1

Project: Schroeder House & Livery Roof Replacement, 717-719 Bluff Avenue East, Shakopee, MN

Owner: City of Shakopee Architect: Miller Dunwiddie (Project No. SKP2501)

Bid Date: September 29, 2026, 2:00 PM CST Addenda Acknowledged: No. 1 (9/2/2026), No. 2 (9/23/2026), No. 3 (9/24/2026)

This Bid is submitted in full conformance with the Bid Form and all Addenda. The clarifications below state how Huot Construction & Services, Inc. ("Huot") has interpreted scope where the Documents conflict or are silent. They follow the Architect's direction on the cover of the Project Manual and on Sheet G010 that only the Roof Scope of Work sections and sheets highlighted in orange are part of this Contract. All other work is for reference only and will be performed under a future contract.

A. SCOPE CLARIFICATIONS (INCLUDED)

4. **House Roof:** Tear-off of asphalt shingles, EPDM, edge flashing, counterflashing, gutters and downspouts to the existing deck (D22, D23, D26, D27). New 1/2-inch Structural I plywood overlay over the existing 1x deck; asphalt shingle roofing with underlayments; EPDM low-slope roofing with vapor retarder, tapered polyisocyanurate insulation and cover board; 24-gauge prefinished steel flashing and trim.
5. **Livery Roof and Structure:** Removal of the existing standing seam roof, underlayment, sheathing and roof framing (D24, D25). New pitched metal-plate-connected wood trusses at 24 inches on center, designed by the truss supplier's Minnesota-licensed engineer (delegated design), including gable-end truss, connectors and permanent bracing per S403. Joist reinforcement and ledger replacement per S213 Keynotes 1 and 2. New 3/4-inch plywood sheathing and 0.034-inch (22-gauge) steel standing seam roof panels, 16-inch coverage, per Section 07 41 13 and Addendum 2, Answers 3 and 9. The "standing seam aluminum" designation on A170/A180 is superseded by Addendum 2.
6. **Existing Roof Deck Replacement:** Replacement will be performed at Unit Price No. 061600-1, measured in place and verified by the Architect before the new deck is covered.
7. **Roof Blocking and Nailers:** Wood blocking, nailers and curbs are included only where required for attachment of the roofing, flashing and roof edge work in the highlighted Sections, and only in concealed locations. No exposed or finish carpentry is included.
8. **Flashing and Sheet Metal:** All flashing, drip edge and roof edge metal is 24-gauge prefinished galvanized steel. No copper is included (Addendum 2, Answer 13). Roof edge metal is installed over the existing fascia as found. See Item 17.
9. **Gutters and Downspouts:** 4-inch half-round zinc-coated steel gutters (white finish at the House, galvanized finish at the Livery) and 3-inch by 4-inch open-face downspouts discharging to splash blocks, with no extensions (Addendum 2, Answer 2). Gutters will be fastened to the existing fascia and substrate as found.
10. **Roof Penetrations:** Removal and replacement of existing roof vents in their current locations (Addendum 2, Answer 5), removal and disposal of the satellite dish (Answer 6), and flashing of existing roof penetrations and of mechanical curbs furnished and set by others (M3.0).
11. **Insulation:** Closed-cell spray foam and blown fiberglass insulation only at the roof assemblies shown on A170 and A180, installed from accessible attic or roof spaces.
12. **Fiber-Cement Siding and Weather Barrier:** Included only at Livery gable ends and roof-to-wall transitions created by the new roof framing, per Sections 07 25 00 and 07 46 46. No other siding, trim or wall cladding is included.

13. **Bat Guano Remediation (Bid Item 03):** Remediation, cleaning, disinfection, waste disposal and post-remediation exclusion sealing at the Livery per Section 02 87 16. Huot will not stage materials or equipment on the Livery mezzanine. Accordingly, mezzanine shoring is not included.
14. **Skylight Framing:** Framed opening, headers and truss design accommodating skylight loads per S213 and S403, and temporary covers at the openings until the skylights are installed by others.
15. **Pre-Construction Condition Survey:** Before demolition, Huot will photograph and video-record the existing masonry walls, chimney, parapets, fascia, soffits and trim of both buildings and furnish the record to the Owner and Architect. See Section D.

B. EXCLUSIONS

16. **Unhighlighted Specification Sections:** All Specification Sections not highlighted in orange in Document 00 01 10 are excluded in their entirety, even where referenced by a Drawing, keynote or highlighted Section. This includes all of Divisions 03, 04, 08, 09, 10, 11, 12, 13, 14, 21, 22, 23, 26, 27, 28, 31, 32 and 33; Division 02 except Section 02 87 16; Division 05 except Section 05 50 00; and Division 06 except Sections 06 16 00 and 06 17 53. Huot will follow the administrative procedures of Division 01 (submittals, payment, closeout and warranties) only as they apply to the included work. No other Division 01 work is included, including Sections 01 35 91 (historic treatment beyond the included work), 01 45 33 (testing and inspections), 01 56 39 (tree protection) and 01 78 23 (operation and maintenance data).
17. **Exterior and Interior Carpentry:** All exterior and interior carpentry. This includes repair, replacement, patching, consolidation, Dutchman repair, refastening, or restoration of wood soffits, fascia, frieze boards, cornices, brackets, rafter tails, trim, moldings, siding, porches, decking and stairs. It also includes Sections 06 02 01 (Exterior Finish Carpentry), 06 03 12 (Historic Wood Repair), 06 10 53 (Miscellaneous Rough Carpentry, except the concealed blocking in Item 7), 06 20 23 (Interior Finish Carpentry), 06 41 16, 06 64 20 and 06 73 00. Deteriorated fascia or soffit found at the roof edge will be reported to the Architect. Any repair or replacement will be by Change Order.
18. **Masonry, Paint and Finishes:** Masonry repointing, brick replacement, crack repair, cleaning, biological-growth removal, parge coating, masonry infill, chimney repair and rebuilding, and all other work shown on the A200-series elevations and A380 other than roofing and flashing; exterior and interior painting, staining and finishing; and sealant replacement at non-roof joints (windows, doors, lintels and control joints). Flashing and counterflashing at the existing chimney (D49) are included.
19. **Shoring and Bracing of Masonry:** Temporary or permanent shoring, bracing, needling, tie-backs, stabilization, anchoring or underpinning of existing brick or masonry walls, parapets, gables or chimneys. This applies before, during or after removal of the Livery roof framing and diaphragm, and during any other roof demolition. Stability of the existing masonry during and after removal of roof framing is not addressed in the Contract Documents. It is excluded and must be determined by the Owner's structural engineer. See Section D.
20. **Skylight:** The skylight unit and its installation, curb, flashing and structural connection, identified as "by others" on S213 and S402. Section 08 62 23 is not highlighted. The skylight detail on the roof plans is blank.
21. **Snow Guards:** All snow retention, deleted by Addendum 2, Answer 4. Section 07 72 53 is excluded.
22. **Under-Slab Vapor Retarder:** Section 07 26 16. No slab work is part of the roof scope.
23. **Mechanical, Electrical, Plumbing and Fire Protection:** All MEP and fire protection work, including new flues, combustion air, intake and exhaust ducts, vent-through-roof extensions, roof curbs, units, ductwork, and electrical disconnection or reconnection of roof-mounted equipment. New roof penetrations not existing at the time of bid are excluded.
24. **Interior and Site Work:** All interior rehabilitation, finishes, ceilings, gypsum board and thermal or ignition barriers over spray foam; all site work, paving, landscaping, irrigation, utilities and the trash enclosure.
25. **Hazardous Materials:** Testing, abatement, removal and disposal of asbestos-containing materials, lead-based paint, PCBs, mold, or other regulated materials, other than bat guano under Bid Item 03. Existing lead-

coated flashing will be removed using OSHA-compliant work practices and disposed of as construction waste. If suspect materials are encountered, Huot will stop work in the affected area and notify the Owner, who will arrange testing and abatement. Contract Time and Sum will be adjusted accordingly.

- 26. **Concealed and Unforeseen Conditions:** Repair or replacement of rotted, undersized or damaged framing, rafters, joists, top plates, sill plates, masonry bearing, lintels, fascia or soffit beyond what is expressly shown on the highlighted Drawings. Such work will be performed by Change Order.
- 27. **Existing Damage:** Repair of interior finishes, contents, or wet insulation resulting from leaks existing before Notice to Proceed.
- 28. **Testing, Inspection and Consultants:** Special inspections and testing (Section 01 45 33), independent hygienist clearance testing (02 87 16, 3.6), historic-preservation consultant review (02 87 16, 1.6.C), structural evaluation of existing masonry, and any third-party testing agency. These are by the Owner.
- 29. **Permits and Fees:** Building permit fees, SAC/WAC charges, and utility company fees are excluded. Huot will apply for the building permit.
- 30. **Design and Engineering:** Engineering or design of any kind other than the delegated truss design in Item 5.
- 31. **Wildlife:** Live capture, handling or relocation of bats or other animals, and MNDNR permitting. Exclusion sealing will be performed only after bats have naturally exited the structure outside the June 1–August 15 maternity window.
- 32. **Allowances:** No allowances are carried. The Metal-Plate-Connected Truss Bracing Allowance referenced in Section 06 17 53, 1.2 refers to Section 01 21 00, which is not included in the Project Manual; truss bracing is included in the Base Bid.
- 33. **Builder's Risk:** Builder's risk insurance is provided by the City of Shakopee (Addendum 3).

C. EXISTING MASONRY CONDITION – NOTICE AND LIMITATION OF RESPONSIBILITY

- 34. **Known Deteriorated Condition:** The Owner's own Drawings (A200–A213) document cracked, spalled, deteriorated and mismatched brick, failing mortar, cracked brick arches and upper-wall cracking at both buildings. Huot gives notice that these walls are in a pre-existing deteriorated and potentially unstable condition.
- 35. **Demolition Vibration and Loss of Lateral Support:** Normal roof tear-off and removal of the Livery roof framing and sheathing will produce vibration and impact. Removing the Livery roof framing will also temporarily remove the roof diaphragm that may now brace the tops of the masonry walls. Under these conditions, the existing brick may crack further, spall, loosen, displace, lose mortar, or partially or fully collapse, even when the work is performed with reasonable care and industry-standard methods.
- 36. **Owner Responsibility:** Huot is not responsible for cracking, spalling, displacement, loosening, loss of mortar, or collapse of existing masonry, chimneys, parapets or gables resulting from their pre-existing deteriorated condition, from normal demolition vibration, or from the temporary loss of roof bracing. Huot is also not responsible for resulting damage to other property or work. Repair, stabilization and rebuilding of such masonry are excluded. If authorized, they will be performed by Change Order with a corresponding adjustment to Contract Time.
- 37. **Recommended Owner Action Before Demolition:** Huot requests that, before Notice to Proceed on Livery demolition, the Owner's structural engineer (Meyer Borgman Johnson) review the existing masonry and state in writing whether temporary bracing, shoring, or sequencing restrictions are required. If they are required, Huot will provide pricing as a Change Order. Huot will not begin removal of Livery roof framing until it receives this written direction.
- 38. **Stop-Work:** If Huot observes new or worsening cracking, movement or instability in existing masonry during the work, Huot may stop work in the affected area, secure the area for safety, and notify the Owner and Architect. Resulting delays will extend Contract Time.

D. SCHEDULE AND WEATHER

39. **Schedule Basis:** The Bid is based on Notice to Proceed on October 7, 2026 and Substantial Completion on January 31, 2027 (Addendum 2). Contract Time will be extended day-for-day for late Notice to Proceed, delays in Owner or Architect approvals, delays in approval of truss shop drawings, delays in receiving the structural direction in Item 37, and weather days beyond normal for the season.
40. **Cold-Weather Installation:** Work will follow manufacturer temperature limits for self-adhering underlayments, EPDM adhesives and sealants. If temperatures prevent installation that complies with warranty requirements, Huot will provide temporary weather protection and complete the affected work when conditions permit, without constituting a default. Temporary heat for the building interior and the requirement in Section 07 31 13, 1.10.A that permanent or temporary HVAC be operating before shingle installation are excluded.
41. **Roof Snow and Ice:** Removal of snow and ice from roof areas under construction is included. Snow removal from site, drives and walks is excluded.

E. COMMERCIAL TERMS

42. **Bid Validity:** Pricing is firm for 60 days after bid opening per the Instructions to Bidders. After that, pricing is subject to documented material cost escalation.
43. **Contract Form:** The Bid is subject to execution of a mutually acceptable agreement based on AIA A101 and the Owner's standard form, which was not included in the bid documents. The agreement must include a mutual waiver of consequential damages and the existing-masonry provisions of Section D. Retainage and payment are to be in accordance with Minnesota law, including Minn. Stat. §§ 15.72 and 471.425.
44. **Warranties:** Warranties are limited to those expressly specified in the included Sections. Manufacturer warranties are provided per manufacturer terms. Warranties exclude damage from acts of the Owner or others, wind exceeding rated speeds, hail, structural or masonry movement, and conditions listed in the specified warranty forms.
45. **Prevailing Wage:** No prevailing wage or union requirements apply (Addendum 2, Answer 8).

Submitted by: Huot Construction & Services, Inc.

Authorized Signature:  Date: 09/29/2026
Name / Title: Luke Maughan Bidding Coordinator



Shakopee City Council October 6, 2026

6.u

Agenda Item: Agreement with Stantec for 2050 Comprehensive Plan Creation
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Approve

Motion Type:

Simple Majority

Background:

The Metropolitan Council requires communities within the seven-county metropolitan area to periodically update their comprehensive plans to ensure consistency with regional plans, forecasts, policies, and requirements. The upcoming planning cycle requires Shakopee to prepare and submit its 2050 Comprehensive Plan.

Staff requested a proposal from Stantec to complete an update that builds upon the City's existing 2040 Comprehensive Plan, Envision Shakopee, rather than undertaking an entirely new comprehensive planning process. Stantec's proposal assumes that the overall vision and goals established through the 2040 planning process will remain substantially intact while being reviewed and updated to reflect changes that have occurred in Shakopee over the past decade.

Stantec will manage the overall planning process, including data analysis, mapping, coordination with City staff and the Planning Commission, public engagement, preparation of the draft plan, agency review, Metropolitan Council review, and preparation of the final plan.

The updated Comprehensive Plan will address the major elements required by the Metropolitan Council, including:

- Land Use
- Housing
- Transportation
- Parks, Trails and Open Space
- Climate
- Natural Systems
- Implementation

The proposal also includes an update to the City's Economic Competitiveness chapter, even though that chapter is not specifically required by the Metropolitan Council.

The City's wastewater, water supply, and surface water management plans will be updated separately and are therefore not included in the Stantec scope and will be completed by a separate contract with the Engineering Department. Shakopee Public Utilities will complete its portion concerning water supply capacities.

Community Engagement

Community engagement will be an important part of the 2050 Comprehensive Plan process. Metropolitan Council requirements specifically call for communities to document public participation and demonstrate efforts to engage populations that have historically been underrepresented in planning processes.

Stantec's base proposal includes development of a public engagement plan, one community open house and three pop-up events at community gathering locations, with particular emphasis on reaching underrepresented populations. The engagement process will also evaluate how well the vision established through Envision Shakopee is being realized and identify issues, priorities, and community changes that should be reflected in the 2050 plan.

The base proposal allocates approximately \$12,027 for community engagement.

Staff recommends authorizing up to an additional \$20,000 for community engagement including a website and additional marketing of the plan process and the draft plan. While the Stantec scope satisfies the minimum engagement contemplated for the Comprehensive Plan, staff believes the 2050 update presents an opportunity to continue the broader community participation.

Recommendation:

The City Council is asked to authorize the City to enter into an agreement with Stantec Consulting Services, Inc. for preparation of the City of Shakopee 2050 Comprehensive Plan Update in an amount not to exceed \$103,736, and to authorize up to an additional \$20,000 for expanded community engagement, for a total project authorization not to exceed \$123,736.

Budget Impact:

Budgeted already in the 2026 budget and in the 2027 budget in the Planning & Development area.

Attachments:

[081926 Stantec - Shakopee Comp Plan Proposal Letter.pdf](#)



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis MN 55402-2314

August 19, 2026

City of Shakopee

Michael Kerski
485 Gorman St.
Shakopee, MN 55379

Dear Michael Kerski,

Reference: 2050 Comprehensive Plan Update

Thank you for reaching out regarding a scope for a comprehensive plan update that meets the Metropolitan Council's requirements for the 2050 comprehensive plan cycle. We understand that you are seeking a minimum update, building from your 2040 comprehensive plan.

The following scope includes these general assumptions:

- The vision and goals of the previous plan will remain substantially unchanged.
- Updates to the water supply, wastewater, and surface water plans will be handled separately.
- Required engagement of underrepresented populations is included and will be documented per Met Council requirements.
- The required 6-month adjacent community review period will be incorporated into the timeline, along with the required 120-day Met Council review period.
- Stantec will manage and facilitate the entire process – preparing the information, analysis and mapping, coordinating with City staff and Planning Commission, facilitating the various meetings, and preparing the updated document.
- The final plan will be developed and delivered in Microsoft Word format.

Scope of Work

To accomplish the required update, we have divided up the project into the following phases. The basic elements (Land Use, Transportation, etc.) are augmented with tasks for Kickoff & Goals, Meetings, and Project Management.

Phase 0: Project Management and Coordination

Reference: 2050 Comprehensive Plan Update

Our project management approach emphasizes early issue identification and regular coordination. We will maintain a detailed project schedule aligned with the City's timeline and coordinate regularly with city staff. Defined review milestones will allow incorporation of public, Planning Commission and City Council input while maintaining a clear path to adoption and Council acceptance.

The process will begin with a kickoff meeting led by project manager (PM), Erin Perdu. This discussion will confirm project priorities, development trends, capital planning considerations, and engagement strategies.

PHASE 0 DELIVERABLES

- Detailed work plan and schedule
- Agendas and meeting summaries

Phase 1: Foundation Building

Phase 1 will establish the policy, data, and engagement foundation for the plan. We will review your 2040 Comprehensive Plan and previous planning efforts. This comprehensive data collection and analysis will help to inform the plan elements and meet the Met Council minimum requirements. This information will be documented in a community profile memorandum and utilized in each chapter of the Comprehensive Plan. We will coordinate with Met Council staff to review and use available regional data and tools.

To comply with the Met Council requirements for community engagement, Stantec will create a targeted public engagement plan to document methods of public engagement to be conducted and methods for documentation of this engagement. Stantec is proposing 1 community open house and 3 pop-up events at community gathering spaces in the community to engage underrepresented audiences (as required by the Met Council). These engagement activities will have a specific focus on promoting implementation progress of the 2040 Comprehensive Plan (Envision Shakopee) with questions geared toward how the 2040 vision is being realized.

Stantec will work with staff and the Planning Commission to verify the vision and goals for the plan based on those in the 2040 comprehensive plan. The purpose of the vision and goals is to build alignment among both decision-makers and the public on the overall direction of the comprehensive plan and its implementation. Since ten years have passed since the Envision Shakopee visioning and goal-setting process, this exercise will validate the previous direction and add/revise topical goals based on new community trends and priorities.

Also included in this phase is a minor update to the Economic Competitiveness chapter, which was included in the 2040 comprehensive plan. While not a requirement of Met Council, we assume that it should be incorporated into this update since it was included during the last round.

PHASE 1 DELIVERABLES

- Community Profile Memorandum
- Public Engagement Plan
- Engagement Summary
- Vision and Topical Goals
- Economic Competitiveness Chapter

Reference: 2050 Comprehensive Plan Update

Phase 2: Plan Development and Adoption

Phase 2 focuses on drafting the comprehensive plan according to the required Council components. The minimum requirements for the plan are included as an attachment to this work plan. The key elements in the minimum requirements include:

- Land Use
- Housing
- Transportation
- Parks, Trails and Open Space
- Climate (new chapter)
- Natural Systems
- Implementation

Stantec will create a draft plan for staff, Planning Commission and City Council review, which will be refined based on this input. Stantec will assist the City in agency review, Metropolitan Council submittal and response to any subsequent incomplete letters. This phase assumes up to two rounds of plan revisions after the initial draft is completed.

PHASE 2 DELIVERABLES:

- Draft 2050 Comprehensive Plan
- Final 2050 Comprehensive Plan
- Support through agency review, Council submittal, and responses to comments.

Budget

The following table includes the proposed budget for the update. The total is a not-to-exceed amount; time and materials will be billed on a monthly basis.

Phase 0		
Task 1	Project Management	\$5,820
Phase 1		
Task 2	Community Profile	\$4,918
	Community Composition	
	Community Designation	
	Forecasts	
Task 3	Community Engagement	\$12,027
	Community Engagement Plan	
	Open House	
	Update City Website	
	Pop-ups to engage underrepresented audiences (3)	
	Engagement Summary	
Task 4	Vision and Goals	\$4,827
	Draft Vision and Goals	

Reference: 2050 Comprehensive Plan Update

	Economic Competitiveness Chapter	
Phase 2		
Task 5	Required Elements	\$58,181
	Land Use	
	Housing	
	Transportation	
	Parks Trails, Open Space	
	Climate	
	Natural Systems	
	Implementation	
	Wastewater	Not included
	Water Supply	Not included
	Surface Water Management	Not included
Task 6	Met Council Process and Adoption	\$17,960
	Submittal and Coordination with Met Council	
	Incomplete Letters	
	Revisions	
	Adoption Process	
Total		\$103,736

We appreciate the opportunity to submit this proposal and would be happy to discuss our proposed scope and budget with you in more detail.

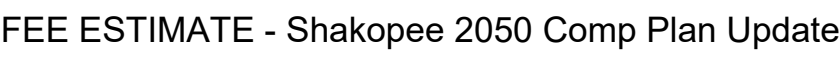
Respectfully,

Stantec Consulting Services Inc.



Erin Perdu AICP
Principal, Senior Urban Planner
Phone: (612) 712-2006
Mobile: (612) 325-7666
erin.perdu@stantec.com

Attachments: Shakopee Minimum Requirements Checklist
Detailed Budget



Project Summary			
Hours	Labor	Expense	Total
551	\$103,136	\$600	\$103,736

Hours	Labor	Expense	Total
28	\$5,820	\$0	\$5,820
30	\$4,918	\$0	\$4,918
24	\$3,952	\$0	\$3,952
3	\$483	\$0	\$483
3	\$483	\$0	\$483

65	\$11,728	\$300	\$12,028
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10	\$1,858	\$0	\$1,858
16	\$3,020	\$300	\$3,320
4	\$737	\$0	\$737
28	\$4,956	\$0	\$4,956
7	\$1,157	\$0	\$1,157

24	\$4,827	\$0	\$4,827
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12	\$2,591	\$0	\$2,591
12	\$2,236	\$0	\$2,236

314	\$58,182	\$0	\$58,182
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157	\$28,614	\$0	\$28,614
0	\$0	\$0	\$0
10	\$1,589	\$0	\$1,589
42	\$7,797	\$0	\$7,797
40	\$7,215	\$0	\$7,215
34	\$6,450	\$0	\$6,450
16	\$3,147	\$0	\$3,147
8	\$1,351	\$0	\$1,351
0	\$0	\$0	\$0
4	\$609	\$0	\$609
1	\$152	\$0	\$152
1	\$152	\$0	\$152
1	\$152	\$0	\$152
52	\$9,487	\$0	\$9,487
20	\$3,490	\$0	\$3,490
12	\$2,153	\$0	\$2,153
20	\$3,844	\$0	\$3,844
38	\$7,517	\$0	\$7,517
2	\$406	\$0	\$406
2	\$406	\$0	\$406
2	\$406	\$0	\$406
2	\$406	\$0	\$406
2	\$406	\$0	\$406
2	\$406	\$0	\$406
4	\$812	\$0	\$812
2	\$406	\$0	\$406
2	\$406	\$0	\$406
18	\$3,459	\$0	\$3,459
16	\$2,859	\$0	\$2,859
8	\$1,430	\$0	\$1,430
8	\$1,430	\$0	\$1,430
16	\$3,016	\$0	\$3,016
8	\$1,508	\$0	\$1,508
8	\$1,508	\$0	\$1,508
8	\$1,508	\$0	\$1,508
27	\$5,181	\$0	\$5,181
14	\$2,600	\$0	\$2,600
4	\$754	\$0	\$754
9	\$1,827	\$0	\$1,827

90	\$17,661	\$300	\$17,961
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16	\$3,475	\$0	\$3,475
48	\$8,633	\$0	\$8,633
26	\$5,553	\$300	\$5,853

Verify only, minor revisions. Vision not required by Met Council, Goals required sporadically throughout minimum requirements
Not required, but minor updates to existing chapter.

Hours included in community profile



2050 Comprehensive Plan Minimum Requirements Checklist

Shakopee

This document comprises the minimum requirements each community must address in its local comprehensive plan to align with the Metropolitan Land Planning Act and regional policies. It serves as both a planning reference and a submission checklist to ensure all required elements are included.

Each section corresponds with a Plan Element [webpage](#) in the Local Planning Handbook. Requirements may change, so always refer to the website for the latest information. During the plan review, additional details may be requested by Technical Review staff for clarity and accuracy.

How to use this checklist

The number in the first column is a unique reference identifier for each requirement. You may notice gaps in the numbering sequence; that simply indicates certain requirements in the full regional list do not apply to your community (for example, if a community is fully developed or lacks a relevant system).

Use the final column to record where, by page or section, each applicable requirement is addressed in your comprehensive plan. Providing these cross-references at submission will help expedite the Metropolitan Council's review and reduce follow-up requests. If you have any questions, please contact your [Sector Representative](#).

Required Plan Elements:

- | | |
|-----------------------------------|-------------------------------------|
| 1. Land Use | 6. Surface Water |
| 2. Housing | 7. Parks and Trails |
| 3. Transportation | 8. Climate |
| 4. Wastewater | 9. Natural Systems |
| 5. Water Supply | 10. Implementation |

Land Use		Pg #
Forecasts and Community Designations		
1	Include a table of forecasted population, households, and employment for 2030, 2040, and 2050, consistent with the Met Council's forecasts.	
2	Met Council forecasts must be used consistently throughout your entire comprehensive plan.	
2.1	Your transportation plan needs to utilize allocated forecasts to transportation analysis zones (TAZs) as published by the Met Council.	
2.2	Your water and wastewater plans need to reflect forecasts to plan for urban services.	
2.3	Your land use plan must reflect and accommodate your forecasts.	
3	Include a map acknowledging your regional Community Designation(s) and state the overall density expectations for your Community Designation(s).	
Existing Land Use		
4	Provide an Existing Land Use Map with a land use legend.	
4.1	Show existing regional parks, park reserves, and special features with a land use of "Park" (or your equivalent) on your Existing Land Use Map.	
5	Provide an Existing Land Use Table. Calculate total acres and percent of total acres for each land use category.	
6	Land uses categories on the map and in the table, as well as any text references must all be consistent with one another.	
Future Land Use Plan		
7	Each Comprehensive Plan must contain a Future Land Use Plan which is consistent with the Met Council's forecasts of population, households, and employment and identify sufficient land supply to support your community's forecasted growth. Planned land uses must be realistically marketable within the planning period, focusing on plausibility and long-term viability.	
8	The information developed in the land use plan must carry over to other elements of the comprehensive plan. The areas and densities in the land use plan must be consistent across elements including: • forecasted growth • wastewater • water resources • housing	

	• transportation	
9	Include a description of each land use category which includes:	
9.1	Allowed uses and a general description of each use and its purpose.	
9.2	Minimum and maximum densities (“the allowable density range”) for all categories that allow residential uses. (Zero is not an acceptable minimum. The maximum value must be a whole number). The allowable density range must be inclusive of any density bonus permitted by the underlying zoning districts.	
9.3	Narrative descriptions of land use categories must be consistent with the land use table and map.	
9.4	For residential land use categories within the MUSA which include the use type of single family detached, at least one additional use type must be permitted, which may include, but is not limited to; Accessory Dwelling Units (ADUs), Attached Single-Family Housing, Duplex, Triplex, Apartments, etc.	
10	Provide a Future Land Use Map and land use legend which includes all land use categories and is consistent with the land use descriptions and land use table.	
10.1	Identify all areas guided to support forecasted growth within the planning period on the Future Land Use Map.	
10.2	Acknowledge Council-approved long-range plan boundaries of regional parks, park reserves, and special features by guiding the properties with a land use of “Park” (or your equivalent) on your Future Land Use Map.	
10.3	Identify areas enrolled or eligible for enrollment within the Metropolitan Agricultural Preserves program on the Future Land Use Map using an agricultural land use designation with a maximum density of 1 unit per 40 acres, as required for program eligibility in state law.	
11	Provide a Future Land Use table which includes:	
11.1	All land use categories, consistent with the Future Land Use table and map.	
11.2	Total net acres of all future land uses. Exclude wetlands and natural water bodies, public parks and open space, arterial road rights-of-way, and areas protected from development by local plans and ordinances (i.e. steep slopes, wetland buffers) from area calculations.	
11.3	Total net acres and percent of total net acres planned to support forecasted growth for each land use category in each 10-year planning period (2030, 2040, and 2050).	

11.4	Minimum and maximum densities (“the allowable density range”) for all categories that allow residential uses.	
11.5	For each “mixed use” category, define an expected share of individual land uses and identify the permitted density range for residential uses. For example, Mixed Use Downtown might have an expectation of 30% commercial, 40% office, and 30% residential with a density of 10-15 units per acre	
11.6	The planned minimum net residential density must meet the community designation(s) minimum density requirements within each planning decade.	
Density Expectations: Urban Service Area and Rural Centers		
12	Provide a table which Identifies land supply guided to support forecasted growth for each 10-year planning period (2030, 2040, and 2050).	
12.1	The planned minimum net residential density must meet the community designation(s) minimum density requirements within each planning decade (2030, 2040, and 2050).	
12.2	For each residential land use category identified to support forecasted growth; • Identify the density range for each residential land use category, which must be consistent with the Future Land Use Table. • Use the lowest allowed residential density from land use ranges in your calculations. For example, a land use that permits a density range of 7-10 units per acre must use 7 units per acre in all density calculations for this land use. This ensures that even at the lowest permitted density, the community will be developing at densities that meet overall density expectations. • For each “mixed use” category, define an expected share of individual land uses and identify the permitted density range for residential uses. For example, Mixed Use Downtown might have an expectation of 30% commercial, 40% office, and 30% residential with a density of 10-15 units per acre. Utilize only the planned residential acreage for your calculation.	
12.3	Provide the net developable acreage for each residential land use category identified to support forecasted growth for each planning decade (2030, 2040, and 2050). Exclude wetlands and natural water bodies, public parks and open space, arterial road rights-of-way, and areas protected from development by local plans and ordinances (i.e. steep slopes, wetland buffers) from area calculations.	
Staged Development		
17	Identify potential local infrastructure impacts for each 10-year increment and demonstrate that the municipality is capable of providing services and facilities that accommodate its planned growth.	
17.1	The proposed staging plan or development phasing must be consistent with the distribution of sewer and unsewered growth identified in your community’s Local	

	Sewer Plan.	
17.2	The proposed staging plan or development phasing must support and be consistent with your community's allocation of the region's Future Affordable Housing Need for 2031 - 2040.	
Redevelopment and Infill		
18	Identify policies that encourage redevelopment and infill in areas with existing infrastructure and/or transit access where applicable.	
19	Specify in the capital improvement plan the timing and sequence of local public facilities updates, fiscal devices or official controls that will facilitate redevelopment in accordance with the plan.	
20	Identify and map the land areas that are available or likely to be available for redevelopment, infill development, or new development in your community. Redevelopment and infill areas need to be mapped when those areas are being used to meet density and forecast requirements.	
21	Provide a table of those areas identified that includes future land uses, acreages, density ranges, and total residential units in 10-year increments. Estimate the timing of development for areas that are uncertain or do not have plans in process.	
22	Communities proposing an addition to the MUSA must demonstrate that the proposed addition meets the following criteria:	
22.1	Requests must meet system conformance requirements and maintain consistency with regional policies and goals.	
22.2	The proposed additions must demonstrate a need for additional land supply, including the need for a change to adopted forecasts. The Met Council will review requests to ensure a 20-year rolling land supply considering both regional and local market demand.	
22.3	For local governments already served by regional wastewater services, planned sewer-served densities must be consistent with regional density policy for the applicable community designation, including existing planned densities and the planned densities for the new area to be served.	
22.4	Any previous conditions related to Met Council authorization of comprehensive plan or plan amendments must be fulfilled and program participation (Plat Monitoring program, building permit survey, etc.) must be current and complete.	
22.5	Past performance must meet density expectations. The Met Council will consider a shorter look-back period for performance and/or measure performance against rules in place at the time.	
22.6	When calculating land capacity, the following will be excluded: publicly protected areas, water bodies, wetlands, steep slopes, areas with limited depth to bedrock, areas with limited depth to water table, and areas protected by public	

	ownership/easements.	
Adjacent to Unincorporated Areas or with Orderly Annexation Agreements		
23	Plan to accommodate growth only in areas within your municipal boundaries unless an orderly annexation agreement (OAA) authorizes another jurisdiction to assume planning authority.	
24	Orderly annexation agreements must encompass the planning horizon and identify needed updates that occur within the planning period.	
	24.1 If an adopted OAA terminates prior to the end of the planning horizon, additional land supply within the jurisdictional authority of the local government may need to be identified to accommodate forecasted growth or the Met Council may consider a forecast adjustment.	
25	Map stages of development in 10-year increments (existing, 2030, 2040, and 2050).	
26	Provide a table of staged development in 10-year increments. The table must include future land uses, area in acres, density ranges, and total residential units by each 10-year time increment.	
Community Composition		
27	Provide a detailed demographic profile, identifying the representation of Black, American Indian, Asian and Latine residents, non-English speakers, youth, older adults, and individuals with disabilities in your community.	
28	The demographic profile needs to include the number of households below the 200% poverty threshold and percent of households without vehicle access.	
29	Identify community engagement efforts implemented in the creation of the Comprehensive Plan. Highlight efforts that were made to collaborate with underrepresented populations in the planning process. (Black, American Indian, people of color, youth, older adults, renters, etc.)	
Historic and Cultural Assets		
30	Identify historic and cultural assets in the community (except where Federal and State policies protect the confidentiality of sensitive sites, such as American Indian burial mounds). Specify any assets that are formally designated at the local level, at the state level by the State Historic Preservation Office (SHPO), or at the federal level by the US Department of the Interior.	
31	Identify policies to protect and preserve the community's historic and cultural assets.	
Aggregate Resources		

32	Identify if aggregate resources are present (or not) within the jurisdiction's staging areas for new development.	
33	If aggregate resources are present:	
33.1	Provide a map showing the location of aggregate resources as mapped in Minnesota Geological Survey Information Circular No. 46.	
33.2	Identify your goals, intentions, and priorities concerning aggregate resources. Provide for aggregate resource extraction prior to development where viable deposits remain accessible and the extraction would not conflict with other established priorities (i.e. preserving natural systems, protecting highly vulnerable Drinking Water Supply Management Areas, etc.).	
33.3	Include strategies needed to implement the identified aggregate resources policies.	
Solar Resource Protection & Development		
34	Include a policy or policies relating to the protection and development of access to direct sunlight for solar energy systems.	
35	Include strategies needed to implement the policy or policies.	
Drinking Water Supply Management Areas (DWSMA)		
36	Identify if surface water or groundwater Drinking Water Supply Management Areas (DWSMA) are located within the community.	
37	If DWSMA are present:	
37.1	Provide a map of all DWSMA indicated their location and vulnerability.	
37.2	Include land use goals and policies to protect water quality and prevent overuse of source waters due to development, especially in highly vulnerable DWSMAs. Refer to existing source water protection plans, the water chapter of the comprehensive plan, or other areas as relevant.	
37.3	Include strategies needed to implement the identified policies.	

Housing		Pg #
Existing Housing Needs		
1	Complete an existing housing assessment including:	
1.1	Provide the following information on existing local conditions: • The total number of housing units. • The number of rental housing units affordable to households with incomes at or below 30% area median income (AMI), between 31-50% AMI, between 51-60% AMI, and 61% AMI or greater. • The number of ownership and co-operative housing units affordable to households with incomes at or below 50% AMI, between 51-60% AMI, between 61-80% AMI, between 81-115% AMI, and 116% AMI or greater. • The share of housing units by detached townhomes, accessory dwelling units (ADU's), manufactured housing, attached townhomes, 2-4 unit multifamily, and 5 unit or larger multifamily housing. • The number of households with incomes at or below 30% AMI, between 31-50% AMI, between 51-60% AMI and between 61-80% AMI. • The number of households that are experiencing housing cost burden with incomes at or below 30% AMI, between 31-50% AMI, between 51-60% AMI, and between 61-80% AMI. • The share of households experiencing housing cost burden by racial/ethnic group. • The homeownership rate by racial/ethnic group. • The number of affordability-restricted housing units. Include the breakout of units by restriction when possible such as: housing for people 55 and older, housing for people with disabilities, and high priority homeless units. • Include the number of low-income affordable ownership housing units needed.	
1.2	Include a map of subsidized housing units.	
2	Complete a narrative analysis of existing housing needs. At a minimum, address the components of the existing housing assessment within the context of your city or township. Plans consistent with Met Council policy will clearly identify existing housing needs and priorities for the city or township. The existing housing assessment includes data at various levels of affordability, therefore, the needs should be identified within levels of affordability when applicable. In addition to the needs identified through the existing housing assessment, a complete narrative will consider the following:	
2.1	Providing affordable housing opportunities that are accessible to households of varying abilities.	

2.2	Maintenance and preservation of unsubsidized affordable housing.	
2.3	Households at risk of losing housing and/or experiencing housing instability.	
Projected Housing Needs		
3	Discuss how the land use plan addresses the future housing need for your forecasted growth.	
4	Acknowledge the need for affordable housing units that are age-restricted and/or offer supportive services for older people.	
5	Acknowledge your city or township's 2031-2040 allocation of future affordable housing need at three levels of affordability: 30% AMI or less, 31-50% AMI and 51-60% AMI	
6	Guide residential land at densities sufficient to create opportunities for affordable housing using one of the following options:	
6.1	Option 1: Guide sufficient land at minimum residential densities of 10 units/acre to support your city or township's total allocation of future affordable housing need for 2031-2040	
6.2	Option 2: Guide sufficient land at minimum residential densities of: • 12 units/acre to support your city or township's 2031-2040 allocation of future affordable housing need at 30% AMI or less. • 8 units/acre to support your city or township's allocation of future affordable housing need at 31-60% AMI. This combines your city or township's allocation of 31-50% AMI and 51-60% AMI. • A city or township that chooses Option 2 and has a demonstrated history of creating 51-60% AMI affordable units at densities lower than 8 units/acre, may guide land at lower minimum densities (as low as 4-8 units/acre) to meet only the 51-60% AMI allocation of future affordable housing need.	
Housing Implementation Plan		
7	Identify the top three existing housing needs for the city or township and include a description of how these needs were selected as the top housing needs for the city or township. Describe the tools (public programs, fiscal devices, and/or other specific actions) that will be used to meet the top three existing housing needs identified. Include in what circumstances and in what sequence they will be used. • A list of accepted tools is provided. However, this list is not exhaustive. Local governments are strongly encouraged to include any additional tools at their disposal when identifying how they will address these housing needs.	
8	Describe the tools (public programs, fiscal devices, and/or other specific actions) that your local government will consider using to meet all other existing and projected housing needs identified in the housing element of your comprehensive plan. Include in what	

	circumstances and in what sequence they would be used. • Plans consistent with Met Council policy will clearly and directly link identified needs to available tools. • A list of accepted tools is provided. However, this list is not exhaustive. Local governments are strongly encouraged to include any additional tools at their disposal when identifying how they will address their housing needs.	
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Transportation		Pg #
Roadways		
1	Describe and Map the Roadway Functional Classification in your community. Include identification of all classifications in your community including: • Principal Arterials • Minor Arterials • Major Collectors • Minor Collectors • Local roadways	
2	Include the following information on the Principal and Minor Arterial functional classification systems:	
2.1	Describe and map the existing and proposed number of traffic lanes	
2.2	Describe and map the existing and projected traffic volumes	
2.3	Describe and map the following funded and planned investments outlined in the Imagine 2050 TPP Highway Investment Plan (planned projects are within the 2050 fiscally constrained plan). The vision and under study managed lane projects and vision targeted regional capacity projects are not required to be added, but their inclusion should be considered general guidance. -Figure 9: Regional Mobility Investments: Interchanges -Figure 10. Regional Mobility Investments: Managed Lanes -Figure 11. Regional Mobility Investments: Targeted Regional Capacity	
2.4	Incorporate and describe recommendations from any corridor studies and identify any opportunities to complete or update existing corridor studies documented as priority tiered intersection locations in the Intersection Mobility and Safety Study.	
3	Include a safety analysis that includes an analysis of crash trends, data and safety needs by mode and crash severity from the most recent 5 years of available data to prioritize future investments to reduce deaths and serious injuries using a Safe Systems Approach. Identify any high priority transportation corridors and locations in your community to reduce fatalities and serious injuries. Reference any existing local safety plans like Safe Streets and Roads for All action plans or county road safety plans in local planning, when applicable.	
Transit		
4	Identify, describe and map your local community's identified transit market area(s). Include a discussion of your community's relationship with the transit market area(s).	
5	Identify, describe and map the transit system located in your community. Include the following features: • Local transit services and demand response (including dial-a-ride, microtransit) services • The existing and planned transit centers and park and rides • The existing and planned transit advantages	

6	Identify areas of known planned transit service expansion, working with transit provider(s) and identify desired transit expansion corridors or areas based on community land use plan.	
7	Describe and address multimodal access needs to transit services within your community. • Include a description of pedestrian access routes to transitway stations, local bus stops and other transit facilities. This may be included in the transit element or in the pedestrian element of the plan.	
Biking		
10	Describe and map the full local existing and planned bike network. Ensure networks are coordinated across jurisdictions. Include the following information:	
10.1	Identify local bikeway connections to transit facilities.	
10.2	Describe plans, strategies or policies to address connectivity gaps in the bike network that improve accessibility and safety.	
11	Describe and map RBTN within your community including the following:	
11.1	Show all tier 1 and tier 2 RBTN corridors and alignments	
11.2	Show the relationships between the RBTN and local bike network including all existing and planned connections	
11.3	Include locations of regional destinations as shown on the RBTN map within your community. Include any locally identified activity centers in your community.	
11.4	Review RBTN corridors to determine whether there is an existing or planned bicycle facility alignment you want to designate as the RBTN alignment (to replace the corridor). Describe and map the existing and/or planned bike facility alignment(s) proposed for RBTN designation as a dashed line. (It is recommended to contact Met Council MTS prior to including in the draft Comp Plan.)	
12	Describe and map regional bicycle barriers (i.e., freeways, railroad corridors, rivers and streams) and discuss how to address the need to provide new or improved crossings of regional bicycle barriers.	
Pedestrian		
13	Include a full pedestrian element of your local transportation element of the comprehensive plan. Include the following:	
13.1	Community pedestrian system needs in a manner that responds to your community designation.	
13.2	Describe plans, strategies or policies to address connectivity gaps in the pedestrian network that improve accessibility and safety. Identify if Safe Routes to School	

	plans have been done for schools in the community.	
13.3	Map the existing pedestrian network.	
13.4	Identify and map locally developed pedestrian priority networks or areas, if applicable.	
Freight		
14	Identify and map railways, barge facilities and truck or intermodal freight terminals within your community (see designated freight nodes on the Metropolitan Freight System map. Include other important nodes that may generate freight movement, such as industrial parks, warehouses or distribution centers and large shopping areas.	
15	If available from MnDOT or other sources, include heavy commercial annual average truck volumes on the Principal Arterial and Minor Arterial network within your community. Link to MnDOT AADT app	
16	Identify, describe and map any local roadway issues or problem areas for goods movement, such as weight-restricted roads or bridges, bridges with insufficient height or width clearances, locations with unprotected road crossings of active rail lines, or intersections with inadequate turning radii.	
Travel Demand Management		
17	Describe and document existing local travel demand management policies, ordinances or practices, if applicable. Include any activities or plans to collaborate with regional TDM partners on outreach and promotional activities that support sustainable travel choices.	
Aviation		
18	Identify policies and ordinances that protect regional airspace from obstructions. Include how your community will notify the FAA of proposed tall structures.	
21	For communities impacted by an airport (located within the 3-nautical mile influence area of a regional airport) include the following items:	
21.1	Map the airport location, including the existing and future (if different) airport boundaries, land access locations, and runways.	
21.2	Describe the existing and future functional and operational characteristics for any airport whose influence area includes your community. These can be found in airport long term comprehensive plans.	
21.3	Evaluate, address, and establish policies related to land use compatibility issues, identifying efforts that include land acquisition, "preventive" land use measures, or "corrective" land use measures.	
Equity and Inclusion		

22	Describe status of the agency's Americans with Disabilities Act (ADA) transition plan (applies to agencies with 50 or more employees) or self-evaluation for public rights of way. Identify when it was last updated, any identified target date for compliance, and strategies used to monitor implementation progress and make updates.	
Climate and Natural Systems		
23	Include an acknowledgement of state designated targets for statewide vehicle miles traveled (VMT) reduction and greenhouse gas (GHG) emission reductions for the seven-county metro region. Identify plans, policies or strategies to reduce per capita VMT and total transportation-related GHG emissions in your community to meet state statutes on reduction targets. Surface transportation GHG emissions are a portion of the total reduction targets, see land use requirements for the total reduction targets from all sectors and tools to calculate reduction needs and strategies for your community.	
Transportation Analysis Zone (TAZ)		
24	Communities must confirm their Local Comprehensive plan's use of the forecasted population, household and employment data by TAZ published by the Met Council. Communities may alternatively cooperate with Met Council staff to prepare a different allocation.	
24.1	If using the forecasts published by the Met Council, local comprehensive plans can reference the published forecasts. The TAZ table does not need to be replicated in the Comprehensive Plan Update.	
24.2	Alternately, if preparing a different allocation, the sum of TAZ allocations must equal the total forecasts by city/township. The preparation and delivery of alternative TAZ allocations can be provided separate from the Plan Update; this deliverable must precede Met Council's completeness determination of the Plan Update.	
24.3	Transportation Analysis Zones allocation of the forecast is waived for cities and townships with population and employment fully contained in one TAZ.	

Wastewater		Pg #
GIS Requirements		
1	Provide the following GIS sewer system data with the comprehensive sewer plan submittal (GIS shape files or geodatabase feature classes):	
1.1	Local sanitary lines. Include pipe size, pipe material, year built, conveyance method (gravity and forcemain).	
1.2	Local sanitary structures (for example, manholes, lift stations, etc).	
1.3	Existing connections points to the MCES collection system.	
1.4	Future connection points to the MCES collection system (for new growth).	
1.5	Local sewershed service areas or districts by connection point.	
1.6	Intercommunity connection points.	
1.7	Proposed changes in government boundaries based on orderly annexation agreements.	
1.8	Location of all private and public wastewater treatment plants in the community.	
1.9	Individual subsurface sewage treatment systems (as mentioned in the Requirements for Areas Served by Subsurface Sewage Treatment Systems section).	
Areas Served by the Regional System (Urban Area)		
2	Table that details adopted community sewer forecasts:	
2.1	10-year increments to 2050 • Households • Employment	
2.2	Forecasts shall be broken down by areas served by the Metropolitan Disposal System, locally owned and operated wastewater treatment systems, and communal and subsurface sewage treatment systems.	
3	Copy of intercommunity service agreements entered into with an adjoining community, or a description of the intercommunity service agreements that confirms the Met Council's understanding that one community reimburse the other community for the municipal wastewater charges that it will incur by receiving flow from the adjacent community. If the Met Council is responsible for adjusting flow for each community for the purpose of calculating the Municipal Wastewater Charge, note that in the description of the	

	intercommunity agreement. Include a map of service areas covered by the agreements.		
4	Table or tables that provide the following local system information:		
	4.1	Capacity and design flows for existing trunk sewers and lift stations. • For local sanitary sewer lines 12" and larger that connect to the Met Council system, provide the 2050 design flow and pipe capacity for each connecting trunk sewer and lift station. Include the percentage of total capacity of each pipe that will be used by 2050.	
	4.2	Assignment of 2050 growth forecasts by Met Council interceptor facility. • Household and employment forecasts.	
5	For new trunk sewer systems that require connection to the Metropolitan Disposal System: • A table that details the proposed time schedule for the construction of the new trunk sewer system.		
6	Define the community's goals, policies, and strategies for preventing and reducing excessive inflow and infiltration (I/I) in the local municipal (city) and private (private property) sanitary sewer systems. • Include a summary of activities or programs intended to mitigate I/I from both public and private property sources.		
7	Describe the requirements and standards in the community for minimizing I/I.		
	7.1	Include a copy of the local ordinance or resolution that prohibits discharge from sump pumps, foundation drains, and/or rain leaders to the sanitary sewer system.	
	7.2	Include a copy of the local ordinance or resolution requiring the disconnection of existing foundation drains, sump pumps, and roof leaders from the sanitary sewer system	
8	Describe the sources, extent, and significance of existing I/I in both the municipal and private sewer systems.		
	8.1	Include a description of the existing sources of I/I in the municipal and private sewer infrastructure.	
	8.2	Include a summary of the extent of the systems that contribute to I/I such as locations, quantities of piping or maintenance holes, quantity of service laterals, or other measures. If an analysis has not been completed, include a schedule and scope of future system analysis.	
	8.3	Include a breakdown of residential housing stock age within the community into pre- and post-1970 era, and what percentage of pre-1970 era private services have been evaluated for I/I susceptibility and repair.	
	8.4	Include the measured or estimated amount of clearwater flow generated from the public municipal and private sewer systems.	

	8.5	Include a cost summary for remediating the I/I sources identified in the community. If previous I/I mitigation work has occurred in the community, include a summary of flow reductions and investments completed. If costs for mitigating I/I have not been analyzed, include the anticipated wastewater service rates or other costs attributed to I/I.	
9	Describe the implementation plan for preventing and eliminating excessive I/I from entering both the municipal and private sewer systems.		
	9.1	Include the strategy for implementing projects, activities, or programs planned to mitigate excessive I/I from entering the municipal and private sewer systems.	
	9.2	Include a list of priorities for I/I mitigation projects based on flow reduction, budget, schedule, or other criteria.	
	9.3	Include a schedule and the related financial mechanisms planned or needed to implement the I/I mitigation strategy.	
10	Provide current community SSTS ordinances or description of community's SSTS management program compliant with current Minnesota Pollution Control Agency Rules Chapters 7080-7083.		
Requirements for Areas Served by Private Communal Treatment Systems			
19	Table that details adopted community forecasts served by each private communal system:		
	19.1	10-year increments to 2050 • Households • Employment	
20	Describe the management program for private communal treatment systems.		
21	Copies of the associated National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.		
22	Map or maps showing the following information:		
	22.1	Locations of private communal treatment systems including treatment facilities and subsurface systems	
	22.2	Current and projected service areas for private communal treatment systems.	
23	Conditions under which additional private communal treatment systems would be allowed: • Allowable land uses and residential densities. • Installation requirements. • Management requirements. • Local government responsibilities.		

Requirements for Areas Served by Subsurface Sewage Treatment Systems (SSTS)		
24	Indicate in the comprehensive sewer plan the number of individual SSTSs in operation serving residences and businesses in the community.	
25	Map identifying location of individual SSTSs. Location of known nonconforming systems or known problems should be identified. A list of addresses for SSTSs is acceptable where mapping is unavailable.	
26	Describe the conditions under which new individual SSTSs would be allowed.	
27	Provide description of community's SSTS management program compliant with current Minnesota Pollution Control Agency Rules Chapters 7080-7083.	
28	Provide current community SSTS ordinance.	

Water Supply		Pg #
Source Water Protection		
1	Because surface water and/or groundwater Drinking Water Supply Management Areas (DWSMAs) overlap your community, describe risks to water quality from development and redevelopment through 2050, focusing on potential contaminants in those areas. • Include a table of likely water supply quality risks by land use types, noting changes over time, especially in highly vulnerable surface water and groundwater DWSMAs.	
2	Include water resource management goals and policies to protect the quality of water supply sources, especially in any highly vulnerable DWSMAs.	
3	Include water resource strategies to implement source water protection goals and policies.	
	3.1 Describe any fiscal devices or official controls and a timeline for actions.	
	3.2 Describe planned collaboration with neighbors, watersheds, and agencies to prevent contamination, especially in highly vulnerable DWSMAs.	
4	Attach and respond to comments from neighbors whose DWSMAs extend into your community as part of your comprehensive plan update submittal, especially regarding shared water supply concerns and opportunities for collaboration.	
Privately-owned wells and non-municipal water supply systems		
5	Attach and respond to comments as part of your comprehensive plan update submittal, especially regarding opportunities to safeguard water supplied by privately-owned wells and non-municipal water supply systems.	
Municipal community public water supply systems		
9	Because your community is served by a municipal community public water supply system, describe where and how municipal water supply is available to support forecasted growth including new development and redevelopment consistent with the proposed staging plan. This must be consistent with the volume of anticipated water demand identified in the supplying community's local water supply plan. • Describe current and planned municipal water supply service areas. • Include a map (optional)	
10	Include goals and policies for providing municipal community public water supply service through 2050.	
11	Include strategies to implement goals and policies for providing water supply service. • Describe any fiscal devices or official controls and a timeline for actions, to address items not included in your local water supply plan.	
12	Include the DNR-approved local water supply plan and approval letter for the municipal community public water supply system(s) providing water to your community. To be	

	consistent with regional policies, the local water supply plan must:		
	12.1	Include water demand forecasts for all served communities, consistent with the Met Council forecasts for 2030, 2040 and 2050.	
	12.2	Include the design capacity, current or typical operating capacity, limitations for existing water supply infrastructure, and status of all water sources.	
	12.3	Include the difference between projected demand and existing capacity for 2030, 2040 and 2050.	
	12.4	Include implementation strategies to meet forecasted water demand that exceeds existing capacity, including but not limited to water conservation and efficiency. • Include or reference any adopted and planned local controls.	
	12.5	Describe implementation strategies to support emergency preparedness for ensuring water supply. • Include or reference any adopted and planned local controls.	
	12.6	Describe proposed construction of any planned new water supply infrastructure for 2030, 2040 and 2050.	
13	Include in an appendix copies of any water service agreements with neighboring communities or utilities, or a summary of the agreement. It should confirm the Met Council's understanding that one community or utility will provide the other with an agreed-upon amount of water at certain locations through a set time period.		
14	Attach and respond to comments from neighbors and affected jurisdictions as part of your comprehensive plan update submittal, especially regarding how planned water supply service aligns with neighboring plans.		
15	Because your community has a water appropriation permit for water supply sources, describe anticipated changes to water appropriation needs, especially from growth, development or redevelopment, to inform proposed staging and water plans through 2050.		
16	Include water management goals and policies to address potential impacts of changing water appropriation needs.		
17	Include strategies to implement these water appropriation-related goals and policies. • Describe any fiscal devices or official controls and a timeline for actions, to address items not included in your local water supply plan.		
22	To support emergency preparedness and to ensure that the DNR-approved local water supply plan is consistent with regional policies, it must:		
	22.1	Include information about the source, capacity and limitation of the emergency water provided.	
	22.2	Include in an appendix copies of emergency water service agreements with neighboring communities or utilities, or a summary of these agreements. It should confirm the Met Council's understanding that one community will provide the other	

	community with an agreed upon volume of drinking water at certain locations under certain emergency conditions.	
23	Attach and respond to comments from neighbors with emergency water supply agreements as part of your comprehensive plan update submittal, especially regarding any impacts of your plan on their water supply system.	

Surface Water		Pg #
Surface Water		
1	An executive summary that summarizes the highlights of the local water plan.	
2	A summary of the appropriate water resource management-related agreements that have Local been entered into by the local community.	
3	A description of the existing and proposed physical environment and land use. Data may be incorporated by reference for other required elements of this section as allowed by the WMO. The community should be aware that not all WMO plans will contain the level of detail needed for the community and, in those instances, the community will need to provide additional information. In addition, the following must be defined in the plan:	
3.1	Drainage areas	
3.2	Volumes, rates, and paths of stormwater runoff (Runoff rates are recommended for a 24-hour precipitation event with a return frequency of 1 or 2 years. Communities with known flooding issues may want to require rate control for storms with other return frequencies such as 10, 25 or 100-year events.)	
3.3	An assessment of existing or potential water resource-related problems. At a minimum, the plan should include: A prioritized assessment of the problems related to water quality and quantity in the community.	
4	A local implementation program/plan that includes prioritized nonstructural, programmatic and structural solutions to priority problems identified as part of the assessment completed for number 3.3, above. Local official controls must be enacted within six months of the approval of the local water plan. The program/plan must:	
4.1	Include areas and elevations for stormwater storage adequate to meet performance standards or official controls established in the WMO plan(s)	
4.2	Define water quality protection methods adequate to meet performance standards or official controls. At a minimum, the plan should include: • Information on the types of best management practices to be used to improve stormwater quality and quantity. (A five-year establishment period is recommended for native plantings and bioengineering practices). • The maintenance schedule for the best management practices. (The maintenance schedule in plans submitted by regulated Municipal Separate Storm Sewer System (MSA) communities must be consistent with BMP inspection and maintenance requirements of the MS4 Permit)	
4.3	Clearly define the responsibilities of the community from that of the WMO(s) for carrying out the implementation components	
4.4	Describe official controls and any changes to official controls. At a minimum, the plan should include:	

	• An erosion and sediment control ordinance consistent with NPDES Construction Stormwater permit requirements and other applicable state requirements • Identify ways to control runoff rates so that land-altering activities do not increase peak stormwater flow from the site for a 24-hour precipitation event with a return frequency of 1 or 2 years. Communities with known flooding issues may want to require rate control for storms with other return frequencies (10-year, 25-year or 100-year)	
4.5	Include a table that briefly describes each component of the implementation program and clearly details the schedule, estimated cost, and funding sources for each component including annual budget totals	
4.6	Include a table for a capital improvement program that sets forth by year, details of each contemplated capital improvement that includes the schedule, estimated cost, and funding source	
4.7	A section titled "Amendments to Plan" that establishes the process by which amendments may be made.	

Parks		Pg #
Regional Parks and Trails		
1	Describe, map, and label the Regional Parks and Trails System facilities that are located in your community. These include any regional parks, park reserves, special features, or regional trails that are open to the public, planned, or in a search status (i.e., regional park search areas, special feature search areas, regional trail search corridors).	
2	If no portion of the Regional Parks and Trails System falls within your community, state that fact in your comprehensive plan.	
3	Describe, map, and label the federal and state recreational lands within your community, as shown on your System Statement.	
4	Depict existing regional parkland (e.g., regional parks, park reserves, special features, and regional trail corridor land) with a land use of "Park" (or your community's equivalent) on your Existing Land Use map.	
5	Acknowledge the Council-approved long-range plan boundaries of regional parkland (e.g., regional parks, park reserves, special features, and regional trail corridor land) by guiding the properties with a land use of "Park" (or your community's equivalent) on your Future Land Use map.	
Local Parks and Trails		
6	Describe and map your existing and proposed local parks, trails, and recreation facilities.	
7	Include a capital improvement program for parks and open space facilities as part of your implementation program.	

Climate		Pg #
Climate Mitigation		
1	Include an acknowledgement of statewide targets for GHG reductions: 50% GHG reduction by 2030 and net zero by 2050 from a 2005 baseline.	
2	Include a greenhouse gas emissions inventory that includes transportation, energy use, solid waste, and livestock and agriculture (where applicable)	
3	Include at least one strategy to reduce greenhouse gas emissions for each of the above sectors	
4	Detail the emissions impact of reduction strategies through 2050 for the above sectors using the Met Council Greenhouse Gas Emissions Reduction Tool or an equivalent modeling tool.	
Climate Adaptation		
5	Identify social, built, and natural systems vulnerabilities to the following climate hazards: Extreme Heat and Localized Flooding	
6	Include strategies to address social, built, and natural systems vulnerabilities for the following climate hazards: Extreme Heat and Localized Flooding	
7	Include strategies that support local food systems to increase access to healthy food, food security, and community resilience	

Natural Systems		Pg #
Natural Systems Requirements		
1	Identify existing natural systems in your community by mapping terrestrial areas and water bodies.	
2	Identify and map protected areas using the provided commonly protected areas data.	
3	Identify and map significant and sensitive terrestrial and water areas in your community.	
4	Identify areas within your community that present opportunities for protection or improvement. Use the Met Council mapping tool to guide your analysis, focusing on the provided opportunity areas data. • Based on this analysis, map or list the areas your community considers priorities for protection or improvement—including any areas the tool may have overlooked.	
5	List specific protection and improvement goals, and issues the goals are intended to address for your community's terrestrial systems. • Describe how your terrestrial systems goals and issues relate to the planned water systems outcomes that are identified in your locally adopted surface water management, watershed, wellhead protection, and local water supply plans.	
6	Identify and list protection and improvement strategies to help achieve your community's overall natural systems goals for terrestrial and water systems.	
7	List any planned or proposed protection or improvement initiatives for natural systems in your community in the next 10 years.	

Implementation		Pg #
Implementation Actions		
1	Identify changes to local ordinances including the Zoning Code that will be needed to align with the 2050 plan, including those necessitated by the implementation section of the local surface water management plan and housing plan.	
1.1	Define a timeline as to when actions will be taken to implement each required element of your comprehensive plan.	
1.2	Include a schedule for the preparation, adoption, and administration of needed changes to official controls.	
1.3	Describe all public programs, fiscal devices, and other actions your community will use to implement your plan.	
1.4	Include your local zoning map and zoning category descriptions. Identify what changes are needed to ensure zoning is not in conflict with your new land use plan and consistent with regional system plans and policies.	
Capital Improvement Plan		
2	Include a Capital Improvement Plan (CIP) for transportation, sewers, parks, water supply, and open space facilities. Specify the timing and sequence of major local public investments. • Describe all relevant official controls related to zoning, subdivision, water supply, and private sewer systems. • The CIP must align with development staging identified in other parts of your plan and include budgets and expenditure schedules.	
Update Local Controls		
3	Review and update official controls within 9 months of adopting your 2050 plan. Official controls must not conflict with the updated plan. Copies of all revised official controls must be provided.	



Shakopee City Council October 6, 2026

9.a

Agenda Item: Assessment hearing on delinquent refuse bills from Dick's Sanitation
Prepared by: Kim Weckman, Accounting Clerk
Reviewed by:

Action to be considered:

Adopt Resolution R2026-138, certifying assessments for delinquent refuse bills.

Motion Type:

Simple Majority

Background:

The city has received a listing of unpaid refuse and recycling services from Dick's Sanitation (DSI), the city's designated garbage hauler.

In a previous action, the City Council authorized city participation in the collection of delinquent garbage accounts in the city's designated "organized" collection area. By doing this, it eliminates the need to stop service to the accounts, which would lead to a higher incidence of illegal dumping.

DSI provided a list of delinquent accounts (greater than 60 days past due as of August 31st which was presented to the City Council on September 15, 2026. That list included 456 property owners with unpaid garbage/refuse bills for a total amount due of \$65,263.56.

All property owners impacted received mailed notices, which included information on the certification process. Attached is an updated list of delinquent property owners who have unpaid garbage/refuse bills as of September 30, 2026, which was comprised of 276 property owners with unpaid garbage/refuse bills for a total amount of \$46,118.28. Property owners have been informed that a \$25.00 administration fee will be added, and the delinquent amount will be levied to their 2027 property tax bill if not paid by November 20, 2026.

Recommendation:

Following a public hearing, adopt Resolution R2026-138, ordering certification of unpaid refuse bills for collections with payable 2027 property taxes.

Budget Impact:

There is no budget impact to the City as the amounts were previously owed. A \$25.00 administrative charge will be added to cover administrative costs of the certification process.

Attachments:

[Resolution R2026-138.pdf](#)

[Delinquency List 9-30-26.pdf](#)

[2026 Delinquent Garbage Public Hearing 10-6-2026 \(presentation\).pdf](#)

RESOLUTION NO. R2026-138
A Resolution Ordering Certification of Unpaid Refuse Bills for Collection
with Payable 2027 Property Taxes

WHEREAS, pursuant to proper notice duly given as required by law, the City Council of the City of Shakopee met and heard and passed upon all objections to the proposed assessments of: Delinquent Refuse Bills

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA:

1. That such proposed assessment together with any amendments thereof, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named herein and each tract therein included is hereby found to be delinquent.
2. That there will be added to the delinquent amount a \$25.00 fee if the delinquent amount is not paid to City of Shakopee on or before November 20, 2026.
3. Such assessments shall be payable in one installment, payable on or before the first Monday in January 2027, and shall bear interest at the rate of 6.0 percent per annum from the date of the adoption of this assessment resolution. To the one installment shall be added the interest on the entire assessment from the date of this resolution until December 31, 2026.
4. The owner may thereafter January 2027 pay to the County Treasurer the installment and interest in process of collection on the current tax list.
5. The Finance Department shall file the assessment rolls pertaining to this assessment and shall certify to the County Auditor the total amount of the installment on each parcel of land for collection with next year's taxes.

Adopted in _____ session of the City Council of the City of Shakopee,
Minnesota, held this _____ day of _____, 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Unpaid Refuse Bills (As of 9/30/26)

PID	Amount Due
270011940	83.70
270012090	78.23
270012150	94.86
270012963	251.10
270013620	401.65
270013670	336.79
270014200	130.21
270014550	78.23
270014610	170.90
270014620	177.40
270014910	83.70
270015070	374.69
270015180	89.60
270015310	151.10
270015480	234.69
270015490	98.23
270016010	353.20
270016090	279.50
270016110	169.02
270016280	177.40
270016310	299.55
270016360	251.10
270016690	325.33
270016780	87.11
270017001	251.10
270017040	608.77
270017160	103.70
270017230	321.00
270017250	83.70
270017290	252.46
270017390	251.10
270018110	91.30
270018260	166.46
270018430	234.69
270020100	134.56
270020320	83.70
270020530	78.23
270030180	166.46
270030180	83.23
270040230	83.70
270040510	251.10
270040661	321.00

PID	Amount Due
270040741	166.46
270040741	78.23
270040872	240.16
270041151	159.69
270041152	144.89
270041230	267.71
270041360	234.69
270041491	83.70
270041680	83.70
270060040	88.23
270080130	336.79
270080400	321.00
270080450	78.23
270090010	96.79
270110050	128.23
270120180	162.81
270120340	40.93
270120710	251.10
270130190	72.77
270130210	78.23
270150040	177.40
270160030	83.70
270170060	83.70
270170180	78.23
270170610	279.50
270170650	83.70
270190050	177.40
270190110	78.23
270210130	248.02
270210220	251.10
270210310	177.40
270210310	177.40
270210340	321.00
270210340	83.70
270210420	199.55
270210460	234.69
270210550	255.54
270210550	163.16
270240090	83.70
270250040	83.70
270270220	78.23
270290170	69.74
270290250	251.10

PID	Amount Due
270290300	251.10
270290360	88.23
270310260	83.70
270340020	117.23
270370040	240.21
270380010	83.70
270390030	61.10
270410380	303.20
270410440	78.23
270520220	83.70
270520400	134.56
270560010	187.46
270620310	251.10
270630280	234.69
270660080	83.70
270830061	187.65
270840260	521.78
270840320	299.55
270920061	339.77
270920100	279.50
270920220	273.00
270920381	131.09
270970231	119.09
271010020	238.97
271020060	299.55
271020090	234.69
271040022	234.69
271150030	127.15
271190080	166.46
271210170	78.23
271250040	336.79
271250070	110.00
271330300	299.55
271330360	336.79
271330590	166.46
271360070	83.70
271360160	49.50
271380230	353.20
271380300	170.90
271450090	251.10
271450130	83.70
271500220	251.10
271500350	177.40

PID	Amount Due
271600130	93.70
271620040	129.09
271630040	251.10
271630221	264.69
271680260	63.69
271700260	123.62
271770260	251.10
271890040	123.10
271920280	251.10
271920620	103.70
271950100	251.10
271960140	202.63
272040050	83.70
272040270	45.23
272070340	234.69
272070520	83.70
272080250	83.70
272080360	78.23
272080480	55.97
272090350	78.23
272090360	134.56
272090380	329.86
272100050	119.50
272100071	83.70
272100081	83.70
272100191	166.46
272200010	166.46
272200130	49.69
272300130	78.23
272300380	423.10
272310260	78.23
272500550	303.99
272600270	251.10
272660020	163.16
272660100	143.96
272660130	83.70
272660190	25.00
272660220	49.31
272660350	78.23
272670050	166.46
272690150	336.79
272740050	229.74
272800250	52.47

PID	Amount Due
272810270	251.10
272840570	129.09
272930030	251.10
272940140	78.23
272960190	128.97
272970030	83.70
272970090	251.10
272970480	401.65
273050130	83.70
273050140	248.01
273050160	256.89
273050360	251.10
273080500	53.67
273090160	93.40
273100260	221.15
273100320	251.10
273150350	83.70
273160080	336.79
273190360	229.74
273220200	96.01
273310150	78.23
273401260	84.69
273430030	76.58
273430540	79.21
273430780	344.54
273430820	49.69
273430890	107.40
273430920	83.70
273430970	78.23
273431480	714.49
273432180	83.70
273432880	88.23
273470090	82.67
273580300	78.23
273590230	76.46
273591120	163.16
273640020	81.10
273650010	78.23
273660400	45.23
273660440	137.86
273660640	268.56
273680090	66.46
273760130	83.70

PID	Amount Due
273760230	83.70
273760410	83.70
273760850	78.23
273790070	234.69
273790130	76.58
273820360	177.40
273860210	251.10
273860500	59.28
273860530	78.23
273860640	25.00
273870230	78.23
273900070	137.54
273900120	251.10
273900820	83.70
273901380	251.10
273902540	278.30
273903000	166.46
273904020	177.40
273904060	78.23
273920100	336.79
273940300	108.23
274210060	353.20
274550040	279.50
274630210	83.70
274630550	234.69
274720100	164.56
274730030	264.78
274730030	227.55
274730030	227.10
274730030	123.73
274730030	95.73
274730030	83.70
274730030	101.10
274730030	80.46
274730030	38.49
274750280	78.23
274900030	177.40
274900090	122.23
274901120	166.46
275020150	177.40
275020170	64.89
275020260	166.46
275020340	83.70

PID	Amount Due
275020350	172.24
275080230	76.57
275080340	251.10
275080880	64.97
275080900	83.70
275081030	203.20
275081080	85.20
275100430	177.40
275180300	113.70
275220140	83.70
275331090	231.07
275331380	157.60
275331420	83.70
275331690	74.43
275410260	186.29
275470360	30.78
279061000	141.21
279130340	251.10
279130560	239.20

Total (276)	\$	46,118.28
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Public Hearing Delinquent Garbage/Refuse Services

October 6, 2026



INNOVATING. ENTERTAINING. THRIVING.
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952-233-9300 | www.ShakopeeMN.gov

Delinquent Garbage Assessment Hearing

- This is the final assessment for properties with unpaid refuse and recycling services from the City's designated garbage hauler, Dick's Sanitation (DSI).
- In previous action, the Council has authorized the collection of delinquent garbage accounts in the city's designated organized collection area.
- Ordinance No. 583 obligates the property owner to pay charges and costs for the collection and disposal of refuse and recyclable materials.
- This action has eliminated the need to stop services to accounts, which could lead to an increase in illegal dumping.



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Assessment Listing – Comparable data (original)

- Dick’s Sanitation (DSI) provides the city with a list of delinquent accounts (greater than 60 days past due) as of August 31.

Comparable data as of the Council meeting date when public hearing was set:

Description	8/31/2026	8/31/2025	8/31/2024	8/31/2023	8/31/2022	8/31/2021
# of Properties	456	312	450	376	446	320
\$ Amount	\$65,263.56	\$40,352.81	\$56,523.44	\$46,143.63	\$59,984.74	\$42,127.98

Assessment Listing – Comparable data (current)

Comparable data as of the Council meeting public hearing date:

Description	8/31/2026*	8/31/2025	8/31/2024	8/31/2023	8/31/2022	8/31/2021
# of Properties	276	134	179	95	275	213
\$ Amount	\$46,118.28	\$23,768.46	\$31,160.73	\$17,074.27	\$39,018.67	\$30,040.80

- *Payment list has been provided with payments as of Wednesday, September 30th.



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Delinquent Garbage Assessment Hearing

- Property owners will receive a courtesy letter informing them of their assessment.
- After the assessment roll is adopted, property owners have until November 20th to pay the assessment without interest.
- Assessments bear an interest rate of 6.00%
- An additional administrative charge of \$25 will be added to each account if not paid by November 20th.
- This administrative charge is to cover costs associated with assessing these delinquent accounts.

Staff recommends certifying the assessments for delinquent refuse bills.



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Action Requested

- Motion to open the public hearing
 - Accept public input
- Motion to close the public hearing
- Council consideration of:
 - Resolution No. 2026-138, A Resolution Ordering Certification of Unpaid Refuse Bills for Collection with Payable 2027 Property Taxes.



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Shakopee City Council October 6, 2026

12.a

Agenda Item: Award Contract for the Minnesota Riverbank Stabilization Project
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Adopt Resolution R2026-134, accepting bids and authorizing the City Administrator to award a contract in the amount of \$14,675,000 to S.M. Hentges & Sons, Inc., and accept a proposal from Bolton & Menk, Inc. to perform construction services for the Minnesota Riverbank Stabilization Project.

Motion Type:

Simple Majority

Background:

The City's adopted 2026-2030 Capital Improvement Plan programs the construction of the Minnesota Riverbank Stabilization Project. The projects includes stabilizing sections of the Minnesota Riverbank, flood protection for the City's parallel sanitary sewer, and parks integration improvements, including re-establishment of the historic Sweeney's Marina. On August 18, 2026, the City Council adopted Resolution R2026-117 approving plans and specifications, and authorizing bidding for the combined projects.

In accordance with Minnesota Statute Section 471.345 Uniform Municipal Contracting Law, bids were solicited and opened September 22, 2026. Four bids were received and S.M. Hentges & Sons, Inc. from Jordan, Minnesota, was the low bidder in the amount of \$14,675,000.00 (see attached resolution for the bid tabulation summary).

S.M. Hentges & Sons, Inc. has the capacity and experience for the project and is deemed a responsible bidder. Construction is anticipated to begin in November and be completed fall of 2027.

Bolton & Menk's proposal identifies the scope of services and estimated cost to provide construction services for the improvements. Bolton & Menk has the experience, technical skill and capacity to provide the needed services and is a recommended firm as part of the City's approved consultant pool. The attached proposal authorizes and describes the scope and fee for their needed work on this project.

Recommendation:

Adopt Resolution R2026-134 and accept the proposal.

Budget Impact:

The scope of Bolton & Menk's construction services proposal is based on a not to exceed cost of \$1,101,273. This work is budgeted in the 2026-2030 CIP.

After review of the bids, it was identified that all bidders interpreted a design detail in the plans for the shore fishing structures incorrectly. The City and S.M. Hentges are working on a change order after the bid award to clarify the details in the plans. This design change is expected to reduce the total contract amount by \$1,590,000. The expected amended contract cost is reflected in the project financing table below.

Based on the amended low bid amount, the total estimated project cost is as follows:

	CIP	Estimate Based On Bid Award
COSTS		
Construction Cost (bid contract amended)	\$ 16,300,277.00	\$ 13,085,000.00
Previously Executed Contracts	\$ 0.00	\$ 1,111,354.80
Contingency	\$ 0.00	\$ 1,133,726.32
Subtotal	\$ 16,300,277.00	\$ 15,330,081.12
Engineering, Legal, Administration	\$ 2,500,000.00	\$ 2,832,172.78
Total Estimated Project Cost	\$ 18,800,277.00	\$ 18,162,253.90
FUNDING		
State Bonding Funds	\$ 8,260,000.00	\$ 7,452,099.50
EPA Grant	\$ 3,500,00.00	\$ 3,500,000.00
Storm Sewer Fund	\$ 1,248,700.00	\$ 1,248,700.00
Sanitary Sewer Fund	\$ 1,760,000.00	\$ 1,760,000.00
Park Development Fund	\$ 1,000,000.00	\$ 1,000,000.00
Park Asset	\$ 200,000.00	\$ 200,000.00
LCCMR Grant	\$ 1,400,000.00	\$ 1,400,000.00
WBIF Grant	\$ 149,297.00	\$ 149,297.00

Lower MN River Watershed District Cost Share	\$ 92,000.00	\$ 92,000.00
LMNWD Restoration Fund	\$ 90,280.00	\$ 90,280.00
Sweeney's Marina DNR Grant*	\$ 1,000,000.00	\$ 1,169,877.40
MN DNR Shore Fishing Grant	\$ 100,000.00	\$ 100,000.00
Total Funding	\$ 18,800,277.00	\$ 18,162,253.90

After adoption of the 2026-2030 CIP, the City secured an additional 190,280 in grant funds from the DNR and Lower MN River Watershed District. Those additional funds are represented in the CIP funding summary.

*The Sweeney's Marina funding includes \$319,877.40 in DNR grant funds and \$850,000 in Park Development Funds.

The remainder of the State Bonding Funds not allocated with this project will be used for a future bank stabilization project between the Marina and The Landing, as required by the appropriation.

Attachments:

[Capital Improvement Plan.pdf](#)

[Shakopee Riverbank Stabilization Project - PHASE 3 Construction Services - 09302026.pdf](#)

[Minnesota Riverbank Project Presentation - For Packet.pdf](#)

[R2026-134.docx](#)

Project Details
Shakopee, MN

Project #	PR-23-002
Project Name	Riverbank Stablization

Total Project Cost	\$17,610,000	Contact	City Engineer
Department	Park Development Fund	Type	Improvement
Category	Park Improvements	Priority	1 - Have to do
Status	Active	Useful Life	50 years
Accounting Code	5934/6934	Fund	Park Development Fund

Description

Stabilize sections of the Minnesota River riverbank that has eroded along the city's parallel trunk sanitary sewer line that flows to L-16 and at storm sewer outlets. An evaluation was completed in 2023 to determine the scope and cost of this project. This project is essential in order to complete Huber Park and the Cultural Corridor project. Cost share funding and grant opportunities have been obtained from State Bonding and Federal Funds along with a grant from LCCMR and Watershed Based Implementation Funding. Additional funding opportunity will be applied for from various grants and sources.

Justification

Huber Park is one of the signature parks in the Parks Master Plan. This includes the recently completed playground, riverbank stabilization, cultural corridor and creation of a natural flooding area that will protect the main elements of the park. Eroded riverbank needs to be stabilized to protect the city's adjacent trunk sanitary sewer, repair erosion along the riverbank and at outlets, and to minimize future erosion (Minnesota River is impaired). The stabilized river banks will help create areas for the planned Art Plaza and Veterans Memorial.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
1,800,000	Improvements	15,110,000	0	0	0	0	15,110,000
	Engineering/Administration	700,000	0	0	0	0	700,000
	Total	15,810,000	0	0	0	0	15,810,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
1,800,000	State Bonding Funds	6,460,000	0	0	0	0	6,460,000
	Cost Sharing, MnDOT/Federal	3,500,000	0	0	0	0	3,500,000
	Sanitary Sewer Fund	1,760,000	0	0	0	0	1,760,000
	Grants	1,549,300	0	0	0	0	1,549,300
	Storm Drainage Fund	1,248,700	0	0	0	0	1,248,700
	Park Development Fund	1,000,000	0	0	0	0	1,000,000
	Park Asset Internal Service Fund	200,000	0	0	0	0	200,000
	Cost Sharing	92,000	0	0	0	0	92,000
	Total	15,810,000	0	0	0	0	15,810,000

Budget Impact

The City received following dedicated funds for the project:

- \$8,260,000 from State Bonding
- \$3,500,000 EPA Grant
- \$149,297 WBIF for downtown stormwater treatment
- \$1,400,000 LCCMR Funds
- The City share of the Riverbank Stabilization project would be funded primarily from the Sanitary Sewer, Park Dedication and Storm Drainage Funds.

Project Details
Shakopee, MN

Project #	PR-23-002	Contact	City Engineer
Project Name	Riverbank Stabilization	Department	Park Development Fund



Project Details**Shakopee, MN**

Project # PR-19-002
Project Name Riverfront Marina/Schroeder House

Total Project Cost	\$2,650,000	Contact	Director of Planning & Development
Department	Park Development Fund	Type	Improvement
Category	Park Improvements	Priority	2 - Smart to do
Status	Active	Useful Life	30 years
Accounting Code	5876/6876	Fund	Park Development Fund

Description

The Parks System Master Plan provides guidance for this development. This will provide public access to the MN River. In cooperation with Three Rivers Park System, there may be an opportunity for boat rentals that would exit the river on the Three River's Landing property. This park development will also allow for the preservation and reuse of the Schroeder House, the owner of the Shakopee Brick Company. The house will be used for a public purpose as part of the parks master plan. The city already owns the property to the west as part of Huber Park. Funding for the restoration of the house may come from the State Historic Preservation Grant program. The Marina is in the Riverfront project and the grant is for the ramp in the Marina.

Justification

This is a very historic house and site and will also provide the public with access to the river. The use of the house as a potential event site will also provide the community with another option. The event portion would be likely run by a private operator with the city reserving use of the space for public meetings.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
950,000	Improvements	1,700,000	0	0	0	0	1,700,000
	Total	1,700,000	0	0	0	0	1,700,000
Prior	Funding Sources	2026	2027	2028	2029	2030	Total
950,000	Park Development Fund	1,560,000	0	0	0	0	1,560,000
	Grants	140,000	0	0	0	0	140,000
	Total	1,700,000	0	0	0	0	1,700,000

Project Details
Shakopee, MN

Project #	PR-19-002	Contact	Director of Planning & Development
Project Name	Riverfront Marina/Schroeder House	Department	Park Development Fund





September 30, 2026

Mr. Alex Jordan, PE
City Engineer
City of Shakopee, MN
ajordan@shakopeemn.gov

RE: Proposal for Minnesota Riverbank Protection and Parks Integration - Phase 3 Construction Services
City of Shakopee, Minnesota

Dear Mr. Jordan,

In accordance with your request and our previous conversations, we have developed a scope of work and fee associated with Construction Services for the Minnesota Riverbank Restoration and Parks Integration project at Huber Park. The scope of services described herein includes the following key tasks:

- Construction and contractor management.
- Construction observation.
- Field staking.
- Cultural and environmental monitoring.
- Project closeout.

Project Purpose and Scope

With the completion of the final design phase 2, the purpose of this letter is to provide the scope and fee associated with the final phase 3 - construction. The overall project has been divided into three phases, which include the following.

- **Phase 1 – COMPLETE:** Preliminary Design, October 17, 2023, to December 31, 2024. This phase included project management and coordination meetings, geotechnical evaluation, survey data collection, preliminary project communications, wetland delineation, preliminary concept development, alternatives review, initial environment review development and submittals, and regulatory agency engagement.
- **Phase 2 – COMPLETE:** Final Design, January 2025 to September 2026. This phase included final design, environmental assessment worksheet (EAW), no-rise certification, archeological consultations, final permitting coordination, project bidding, and final project communications.
- **Phase 3:** Construction Administration, anticipated 2026/2027. This phase will include construction inspection and administration, survey staking, construction testing (per separate Braun Proposal), and as-built survey collection.

Phase 3: Construction Services

Task 3.1 – Construction Administration

Our team's project management team will lead the following construction administration responsibilities:

- Prepare the agenda for and orchestrate the preconstruction meeting.
- Review/approve shop drawings and required material submittals to be used for construction for conformance with the plans and specifications.
- Respond to contractor RFIs related to the plans and specifications.
- Periodically oversee the efforts of the construction observer and administrative staff, reviewing contractor documentation for wage compliance, as required in the grant agreements.
- Participate in weekly progress meetings.
- Review and recommend approval of partial pay requests.
- Review contractor claims/additional work requests and review contract change orders, as required by the engineer per the project specifications.
- Prepare and coordinate project closeout information as required.

Task 3.2 – Field Staking

Bolton & Menk will provide construction staking as required by the Engineer/Owner in the project specifications. Our survey crews will work closely with construction crews to assist in construction staking on the following features:

- Job control
- Erosion control
- Riprap limits
- Utilities
- Trails and sidewalks
- Retaining walls
- Perform as-built survey

Survey crews will provide construction stakes with alignment and grade, as necessary, and documentation of all survey points installed. If the assumptions above change or other facilities are requested for staking, our project staff will be available to complete the additional field staking for an additional fee based on submitted hourly rates. It is assumed that four total survey trips will be required, and this will be communicated to the contractor during the preconstruction meeting, while also reminding the contractor that they are responsible for protecting the stakes and appropriately timing the survey requests.

Task 3.3 – Construction Observation

We will provide a construction site representative (CSR) to perform periodic construction observation of the contractor's work and weekly coordination. The CSR will be on-site throughout the various stages of construction to observe and review the quality of work; record progress and review quantities for payments on a periodic basis; and will be on-site full-time during critical aspects of the project construction. The CSR will perform the following tasks:

- Provide construction observation as the engineer's representative in the field to verify compliance with the plans and specifications, produce documentation of these observations, arrange for construction staking, and facilitate/schedule soils and material testing with our subconsultant.
- Maintain good public relations with adjacent residents and park users and provide communications support for city staff as it leads the construction phase engagement with the public.
- Maintain construction logs and documentation of pay item quantities using the city's preferred software or methods.
- Work with the contractor and city staff to prepare partial pay estimates.
- Prepare the preconstruction meeting agenda, weekly construction meeting agendas, and lead the construction meetings along with the Construction Phase Project Manager.
- Coordinate with other team members on specialty construction observations, such as those requiring field review by bridge inspection certified staff and/or cultural resources monitoring.
- The CSR will provide inspection notes, photos, and other field records.

Task 3.4 – Cultural Resources Monitoring

Task 3.4.1 – Archaeological Construction Monitoring

- Project Management and Tribal Coordination – Project Management and Tribal Coordination will be ongoing throughout construction as needed. This will include meetings and other communications, construction monitoring coordination, billing review, project updates, and other tasks as needed in coordination with the city, design team, construction crews, and Tribal and Agency partners.
- Monitoring Plan/Discoveries Plan – A Monitoring Plan/Discoveries Plan will be developed ahead of construction. The finalized Monitoring Plan/Discoveries Plan will be submitted to MIAC, OSA, Tribal Partners, and other identified Consulting Parties for their review and approval.
- Archaeological Monitoring – Bolton & Menk will provide SOI-qualified staff to monitor all construction activities within the project area. The applicable archaeological licensing will be secured prior to the start of construction. A tailgate meeting will kickoff construction that will include the onsite archaeologist(s) and full construction crew. Monitored activities will be documented through daily notes, photographs, and GIS data.
- Technical Report – Bolton & Menk will produce a technical report following the completion of Archaeological Monitoring that will summarize the monitored activities and any findings.
- Recommendations may also be provided for future projects in this location. This report will be in accordance with state and federal guidelines and will be provided to the client for initial review prior to finalization. Once finalized, the report can be submitted along with other supporting documents to the appropriate consulting parties.

Task 3.4.2: Artifact Curation and Site Recording (as needed)

This task will be performed in accordance with the Monitoring Plan/Discoveries Plan following the completion of Archaeological Monitoring. Artifacts recovered will either be curated with the Minnesota Historical Society or repatriated to the Tribal Communities. The proposed scope of our services assumes no more than 50 artifacts will be recovered. An additional scope and fee for artifact curation/repatriation and archaeological site reporting will be provided following the completion of monitoring, should it be necessary.

Assumptions

- The Bolton & Menk cultural resources team will have full access to the project area during construction.
- This scope and fee estimate assumes one (1) qualified archaeologist will be required on-site during critical construction periods. If multiple crews are operating simultaneously, then additional archaeological monitors may be required.
- If cultural resources or human remains are encountered during construction monitoring, the established Monitoring Plan/Discoveries Plan will be followed. Additional time required to complete these tasks will be provided in a separate scope and fee estimate, if necessary.
- This scope and fee estimate does not include time for a Tribal Monitor. Tribal monitoring would be subcontracted, and a scope and fee estimate would be provided separately.

Task 3.5: Project Closeout

Task 3.1: Conduct Final Review of Project

- Complete a review of the project site with the city and the contractor.
- Walk the site with project stakeholders and identify any punch list items that need to be addressed.
- Provide a copy of the punch list from the walkthrough and review the items in coordination with the construction observer.

Task 3.2: Obtain Record Information from Field Representatives

- Obtain record drawing information from field representatives.
- Gather field information prepared by the contractor, subcontractors, and construction observation staff for use in preparing record drawings.

Task 3.3: Record Drawings

- Prepare final record drawings in electronic format and provide electronic and/or paper drawings to the city.
- It is assumed that a post-construction topographic survey will be required on installed utilities throughout the project corridor.

Task 4: Construction Materials Testing

We have partnered with Braun Intertec to provide construction materials testing services for this project. A scope of services and assumptions from Braun is included at the end of this proposal.

Project Team

The proposed project team will include diverse disciplines to meet the project requirements. Our team includes:

- Principal In Charge – The Principal In Charge brings leadership and familiarity with your community and the project’s needs. He will work closely with the Project Manager to ensure your needs are met and that the project’s goals remain in focus.
 - *Todd Hubmer, PE – Principal In Charge & Water Resources Practice Leader*
- Project Manager – we will rely on a Project Manager who has a history with similar construction project delivery. This sometimes means we utilize more than one person to manage the scope of services and any potential issues with fees and schedule, and a person to manage the day-to-day design implementation.
 - *Jason Malecha, PE – Construction Phase Project Manager*
 - *Tim Olson, PE – Design Phase Project Manager & Construction Phase Support*
- Construction Observation – Our construction support representative will work closely with the contractor to verify that the project’s quality is on par with expectations specified in the contract documents. Construction observation also includes meeting attendance, pay request support, quantities management, change order support, etc.
 - *Alex Madson – Construction Manager & CSR*
- Environmental and Cultural Resources Monitoring – Environmental and cultural resources monitoring is of particular importance given the project location and stakeholders. Effective construction monitoring and engagement will ensure project requirements are met, and all stakeholders remain satisfied.
 - *Kelly Wolf – Cultural Resources Project Manager*
 - *Brandon Bohks – Senior Natural Resource Specialist*
- Structural and Landscape Architecture Support – We will utilize structural engineers and landscape architects to support sensitive project components requiring their expertise.
 - *Eric Leagjeld, PE – Principal Structural Engineer*
 - *Josh Shields, PLA, ASLA, LEED AP – Principal Landscape Architect*
- Survey – We will provide construction staking services. Digital surface and base CAD linework information will be shared with the contractor for use with their own equipment.
 - *Eric Wilfahrt, PLA – Principal Survey Manager*

Our proposed efforts assume a 48-week construction duration following the preconstruction meeting. We are allocating time each week for construction administration throughout the assumed construction schedule; however, the actual construction duration will dictate the hours necessary to complete the project. If additional duration is required, our project staff will be made available to complete construction services for an amended fee based on the submitted hourly rates.

Mr. Alex Jordan
City of Shakopee
September 30, 2026
Page 6

Project Costs

Total design and construction administration costs have been developed based on a percentage of total construction. Our proposed fixed fee for the construction phase based on the scope of work herein totals \$1,101,273. This fee will be invoiced on a percent completion basis each month. The proposal is subject to the Master Services Agreement dated August 7, 2024 between the City of Shakopee and Bolton & Menk, Inc.

Bolton & Menk is excited to bring the years of planning and design on this project to reality through the construction phase. If you have any questions or comments regarding the above, or if you would like to discuss this information in more detail, please do not hesitate to contact me.

Respectfully Submitted,

Bolton & Menk, Inc.



Todd Hubmer, P.E.

Principal Water Resources Manager

cc: Jason Malecha – Bolton & Menk, Inc.

Enclosure: Braun Construction Testing Proposal

APPROVED BY:

Date

Matt Lehman, Mayor

Date

William. H. Reynolds, City Administrator

Minnesota Riverbank Stabilization and Parks Integration Project

Project Update



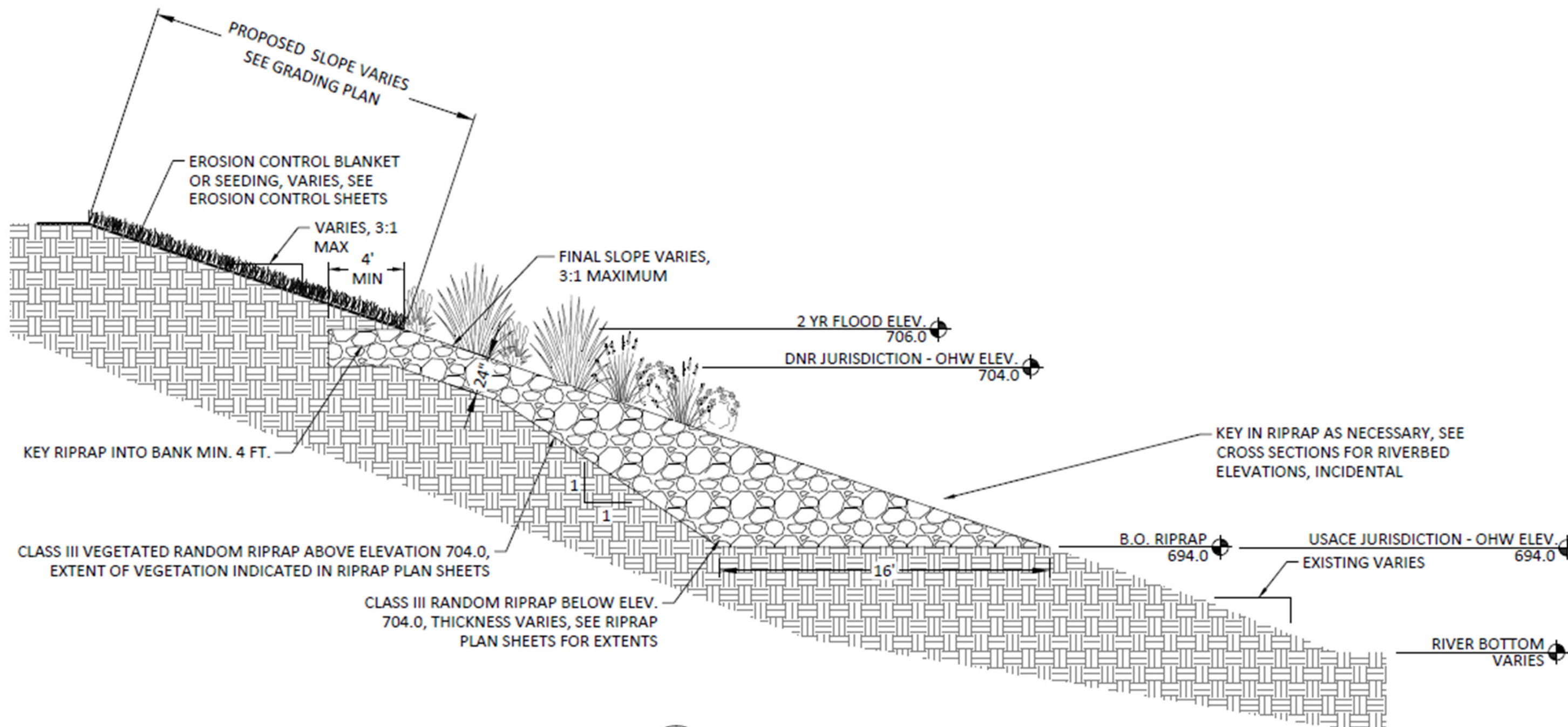
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Project Elements

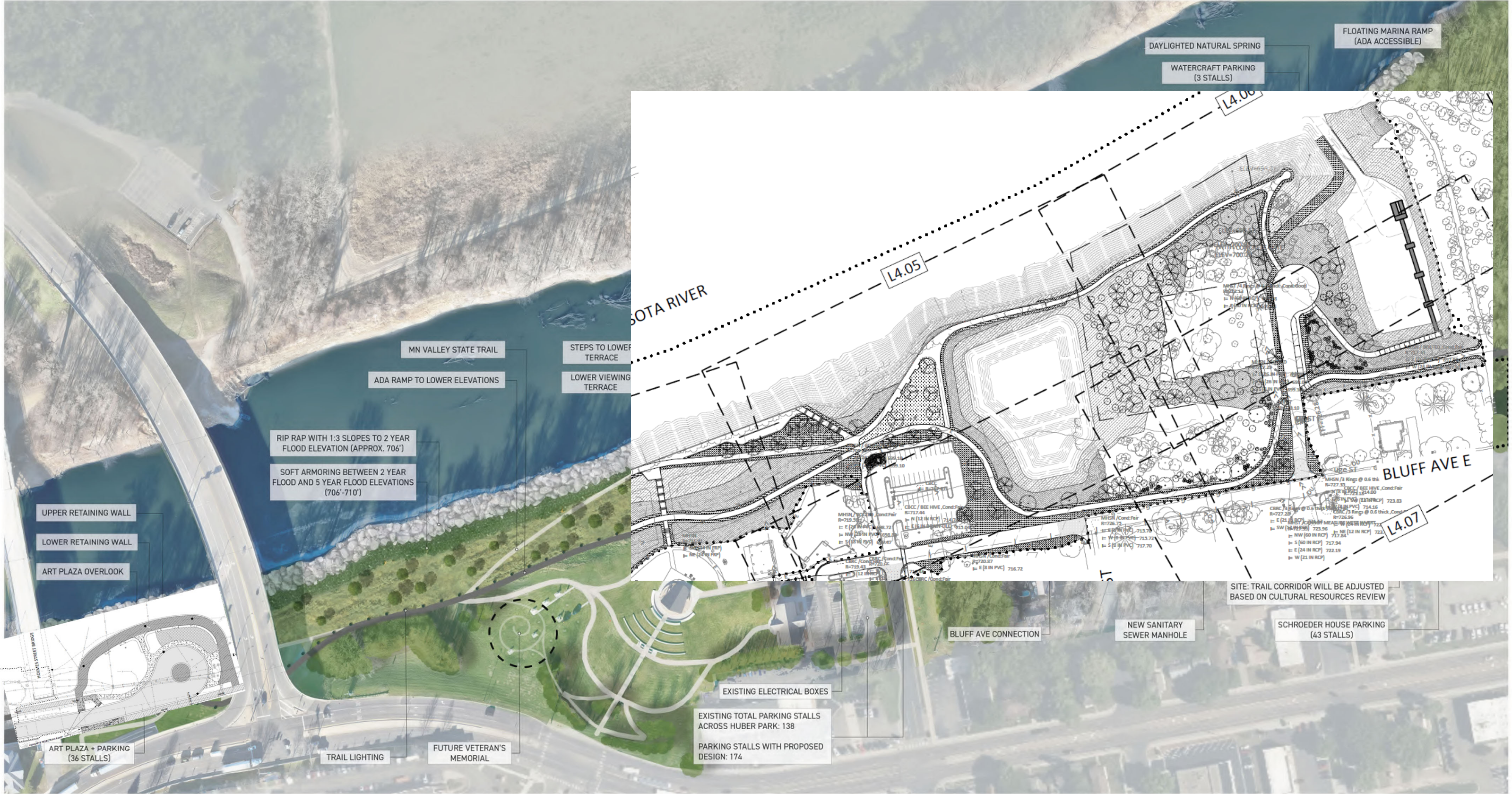
- 4,000 LF Riverbank Grading and Armoring
- Sanitary Sewer Manhole Protection
- Levee Drive Parking Lot Improvements – Art Plaza
- Realigned and Elevated DNR State Trail and Pedestrian Paths
- River Touchpoints, Fishing Opportunities and Overlooks
- Native Landscaping and Ecological Restoration
- Stormwater Management Improvements
- Improved Marina Access and ADA Ramp

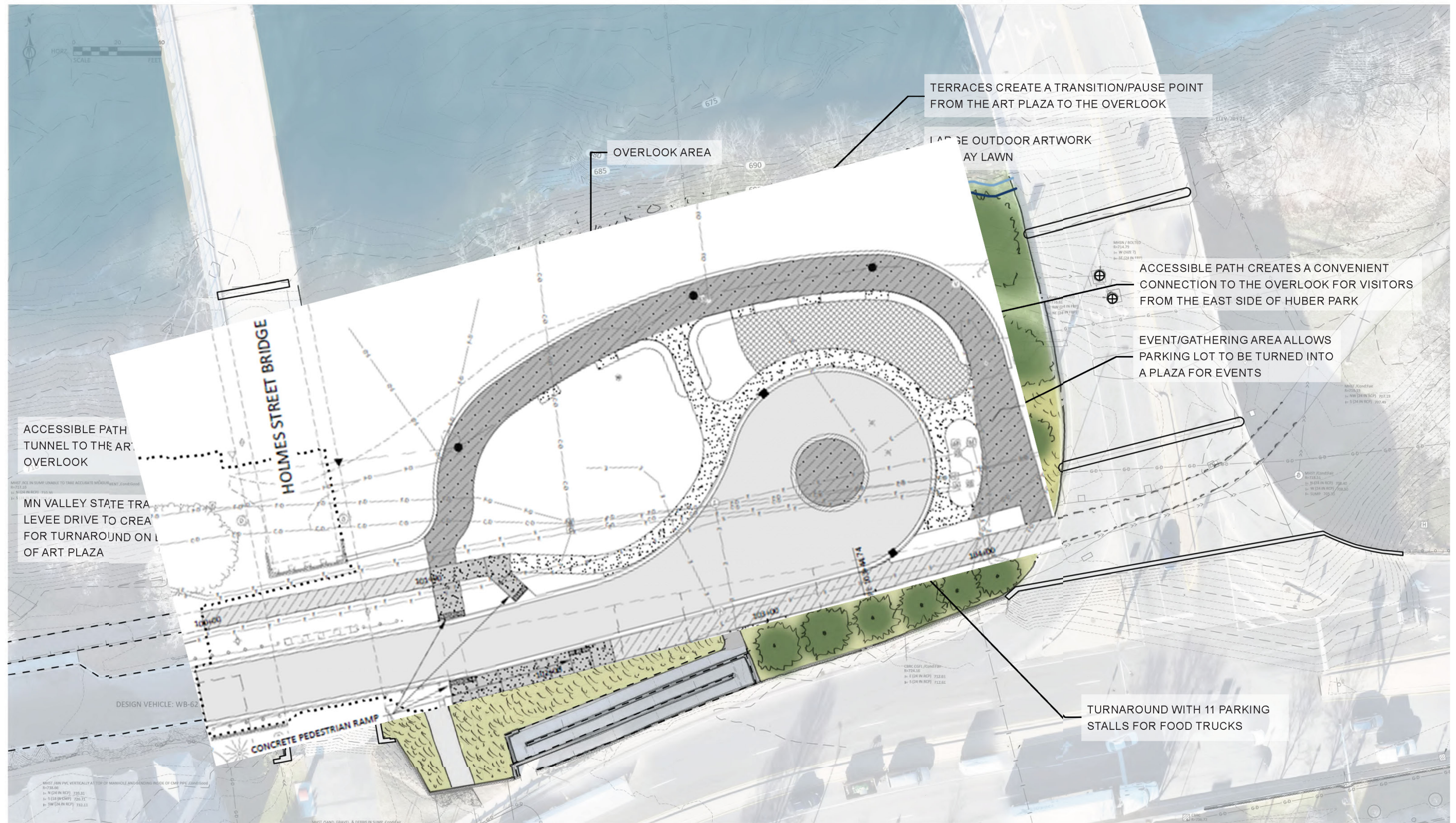


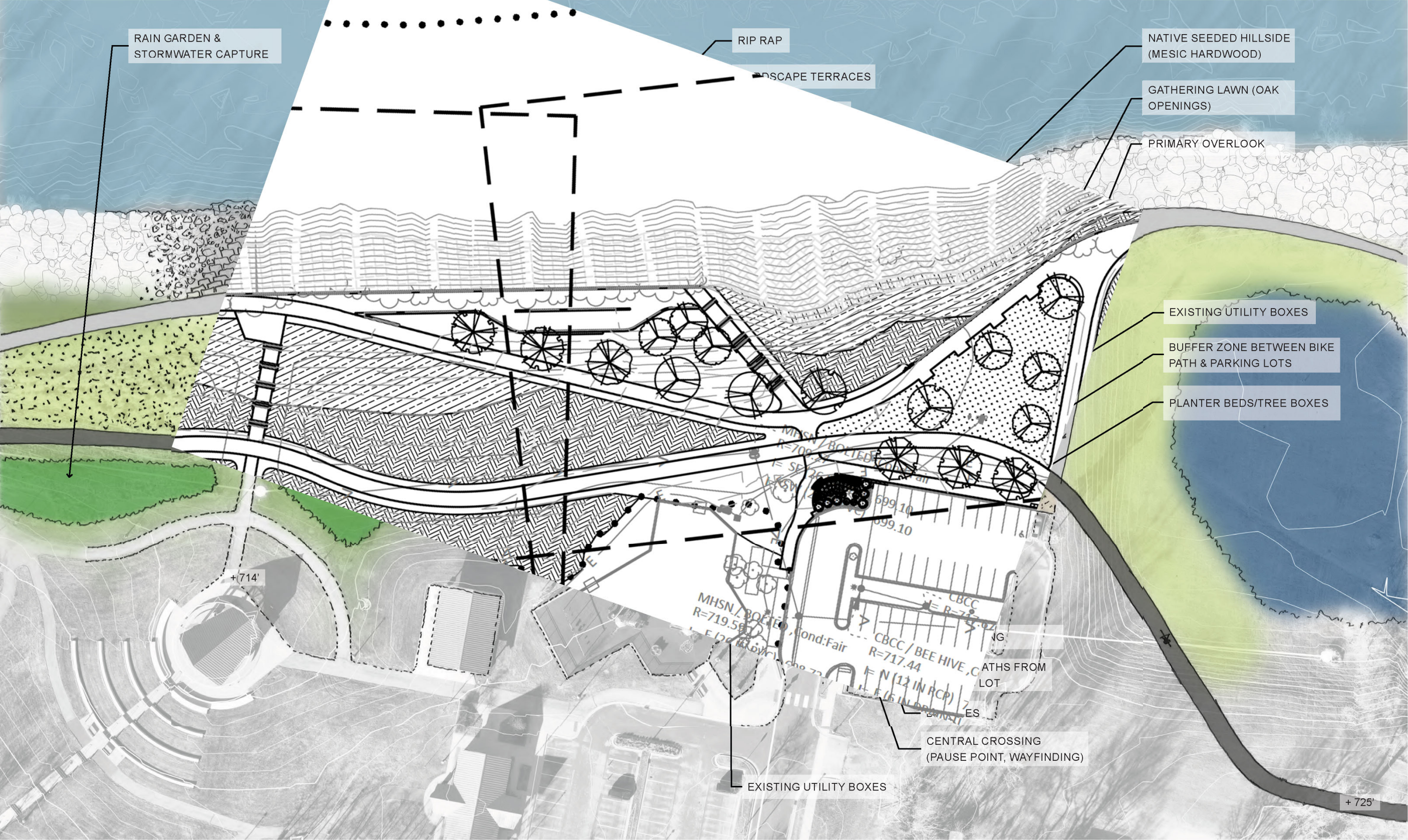
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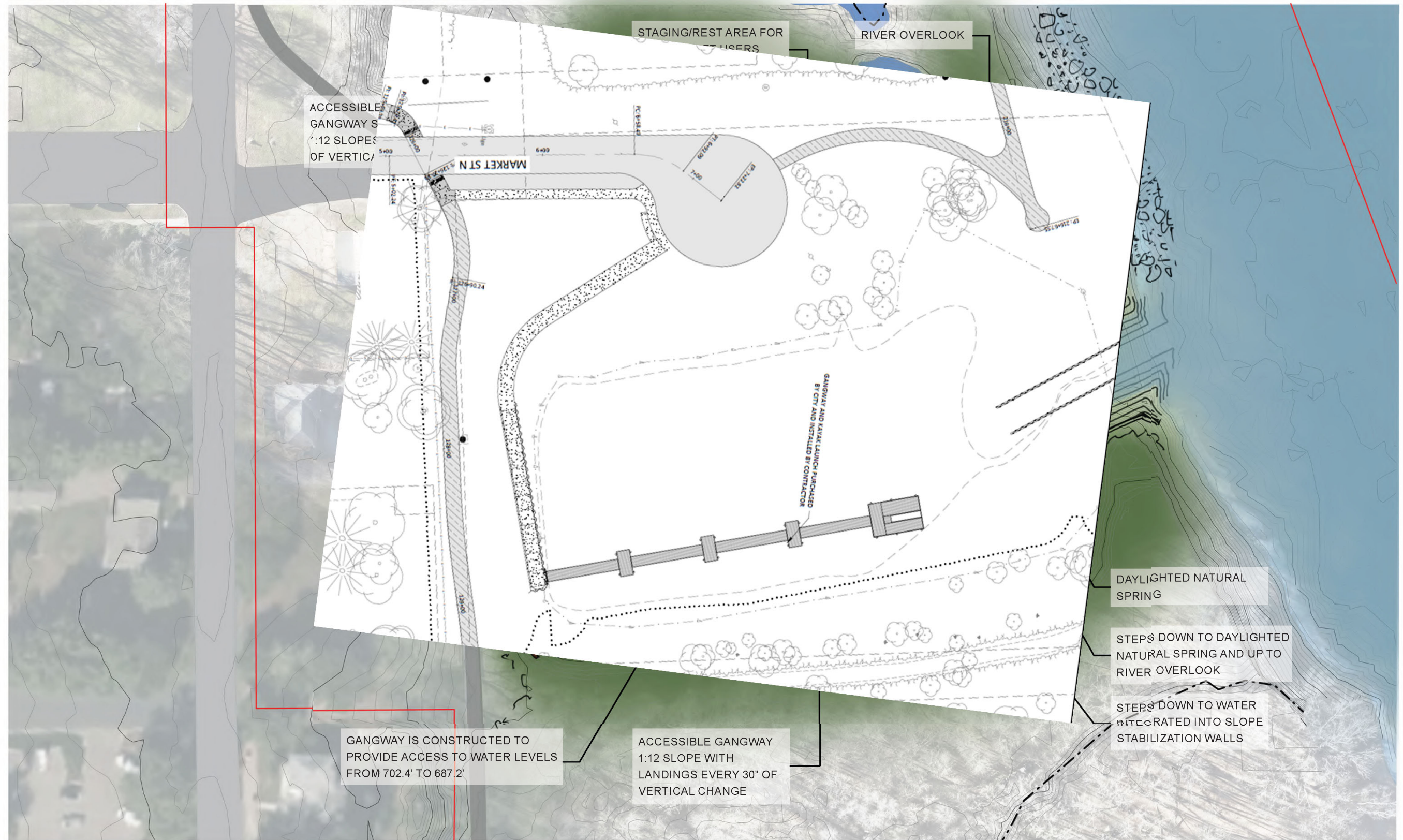


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Commercial Dock & Launch Systems



Crescent Park Town of Halfmoon, NY – Mohawk River

ADA Canoe/kayak launch with composite decking, aluminum commercial gangway, and ADA transfer platform.



Grab & Launch Rails
for a smooth transition



Boarding Handle
for safe & easy boarding



Project Funding

- State Bonding Funds - \$7,450,000
- EPA Community Grant - \$3,500,000
- LCCMR Grant (Environment & Natural Resources Trust Fund) - \$1,400,000
- DNR Outdoor Recreational Grant - \$320,000
- Lower MN River Watershed Funding - \$180,000
- WBIF Grant - \$149,000
- DNR Shore Fishing Grant - \$100,000
- Local Funds (Park Dedication, Storm, Sewer, Park Asset) - \$5,059,000
- Total Project Cost - \$18,160,000
- Outside funding – 72% of overall project cost



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Project Schedule and Impacts

- October - Finalize funding agreements and permits
- Late October – Ribbon cutting
- November – Begin construction
- Impacts – Temporary parking restrictions, state trail closed
- Early Construction Items – Removals, retaining walls, bank grading
- Winter Work – Bank grading and stabilization
- 2027 – Park improvements (parking lots, trails, lighting, irrigation)
- Fall 2027 – Project completion and reopening



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Questions?



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Action Requested

Adopt Resolution R2026-134, accepting bids and authorizing the City Administrator to award a contract in the amount of \$14,675,000 to S.M. Hentges & Sons, Inc., and accept a proposal from Bolton & Menk, Inc. to perform construction services for the Minnesota Riverbank Stabilization Project.



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RESOLUTION R2026-134
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING BIDS AND AUTHORIZING THE CITY ADMINISTRATOR TO AWARD A CONTRACT IN THE
AMOUNT OF \$14,675,000 TO S.M. HENTGES & SONS, INC., FOR THE MINNESOTA RIVERBANK
STABILIZATION IMPROVEMENTS

WHEREAS, pursuant to an advertisement for bids for the Minnesota Riverbank Stabilization Improvements bids were received, opened on September 22, 2026, and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Amount</u>
S.M. HENTGES & SONS, INC.	\$ 14,675,000.00
MAX STEININGER, INC.	\$ 16,154,290.01
SUNRAM CONSTRUCTION, INC.	\$ 16,601,931.00
AMES CONSTRUCTION	\$ 18,045,968.00

WHEREAS, S.M. Hentges & Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352, is the lowest responsible bidder for the Minnesota Riverbank Stabilization Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. Once all jurisdictional agencies have provided authorization to do so, the City Administrator is hereby authorized to issue an award of contract and enter into a contract with S.M. Hentges & Sons, Inc., in the name of the City of Shakopee for the Minnesota Riverbank Stabilization Improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. Once the official award is issued, the City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. Pursuant to Section 1.150-2(d) of the Treasury Regulations, the City Council declares its official intent to reimburse itself for the costs of the improvements from the proceeds of tax-exempt bonds.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of October 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379



Shakopee City Council October 6, 2026

12.b

Agenda Item: Ordinance O2026-018 to strengthen the City's requirements for grease interceptors and the control of fats, oils, grease, and food solids discharged.

Prepared by: Michael Kerski, Planning and Development Director

Reviewed by: Michael Kerski

Action to be considered:

Approve

Motion Type:

Simple Majority

Background:

Ordinance O2026-018 will strengthen the City's requirements for grease interceptors and the control of fats, oils, grease, and food solids discharged from food-service establishments into the sanitary sewer system.

The need for the ordinance has become evident through inspection and maintenance of the City's sanitary sewer system. The photographs attached illustrate the type of conditions staff is encountering. Significant accumulations of grease, food solids, and other material can collect within sewer structures and piping, restricting wastewater flow and, in severe cases, substantially obstructing the sanitary sewer. These conditions increase the likelihood of sewer backups and sanitary sewer overflows and require City crews to perform additional cleaning and maintenance.

The proposed ordinance is intended specifically to prevent sanitary sewer blockages, obstructions, overflows, excessive maintenance, and damage to public infrastructure caused by fats, oils, grease, food solids, and related wastes.

Existing City requirements do not provide the same level of detail regarding interceptor sizing, installation, maintenance, inspection, and corrective action. The proposed ordinance establishes clearer and more enforceable standards for both new and existing food-service establishments. New food-service establishments would be required to provide properly sized grease-control equipment, while existing establishments could continue using their current systems when those systems are operating properly and adequately protecting the sanitary sewer.

The ordinance also establishes minimum maintenance requirements. Exterior underground interceptors would generally be required to be completely pumped and cleaned at least once every three months, while approved interior interceptors would be cleaned at least weekly or more frequently when necessary.

These requirements are important because even a properly designed grease interceptor will not protect the sewer system if it is not routinely maintained.

Another important component is the City's ability to address deficient systems. When an interceptor is missing, undersized, deteriorated, improperly installed, inadequately maintained, or otherwise failing to protect the sanitary sewer, the City could require corrective action. The ordinance also allows the City to recover costs reasonably attributable to grease-related sewer cleaning, blockages, overflows, repairs, or damage.

Staff believes the ordinance is necessary to move the City from responding to grease-related sewer problems after they occur to preventing those problems through clear installation, maintenance, inspection, and enforcement standards. The objective is not simply to impose additional requirements on restaurants and other food-service businesses, but to protect the City's sanitary sewer infrastructure, reduce emergency maintenance and cleaning costs, minimize the risk of sewer backups and overflows, and establish consistent expectations for food-service establishments throughout Shakopee.

These are the exact changes to the code:

1. The ordinance amends the City Code by repealing Section 52.10 in its entirety and replacing it with new language.
2. The ordinance creates new definitions for "Exterior Underground Gravity Grease Interceptor", "Interior Grease Interceptor", "New Food Service Establishment", "Retrofit Food Service Establishment" in 52.10.
3. The ordinance outlines the requirement for a grease interceptor for every new food service establishment, regulations for interior interceptors in new construction, and existing building retrofit exceptions.
4. The ordinance establishes standards for exterior underground gravity grease interceptors.
5. The ordinance clarifies processes for deficient systems, maintenance for exterior and interior interceptors.
6. The ordinance outlines the fats, oils, and grease discharge limitations, testing requirements, and exemption standards.
7. The ordinance clarifies sewer access and enforcement regulations.
8. The ordinance will be effective upon publication.

Recommendation:

Approve Ordinance O2026-018 to strengthen the City's requirements for grease interceptors and the control of fats, oils, grease, and food solids discharged from food-service establishments into the sanitary sewer system.

Budget Impact:

Reduced emergency calls for service and damage to the city's sewer infrastructure.

Attachments:

[O2026-018 Grease Interceptor Ordinance for Website.pdf](#)

[Grease clog.jpeg](#)

[Grease clog2.jpeg](#)

ORDINANCE NO. 02026-018

AN ORDINANCE OF THE CITY OF SHAKOPEE, MINNESOTA, REPEALING AND REPLACING TITLE V, CHAPTER 52, SECTION 52.10 RELATED TO GREASE INTERCEPTORS

The City Council of Shakopee, Minnesota ordains:

Section 1. Section 52.10 of the Shakopee City Code is repealed in entirety and replaced with the following:

52.10 GREASE INTERCEPTORS AND FATS, OILS, AND GREASE CONTROL

A. *Scope, Purpose, and Condition of Sanitary Sewer Service.* The purpose of this section is to prevent sanitary sewer blockages, obstructions, sanitary sewer overflows, excessive maintenance, damage to public infrastructure, and other adverse impacts resulting from the discharge and accumulation of fats, oils, grease, food solids, and related wastes into the City's sanitary sewer system.

This section applies to all Food Service Establishments located within the City and to all persons or establishments located outside the City that discharge wastewater to the City sanitary sewer system pursuant to contract, agreement, or other authorization.

Compliance with this section is a condition of connection to, access to, and continued discharge into the City sanitary sewer system. No Food Service Establishment shall connect to or discharge food-service wastewater into the City sanitary sewer system except in compliance with this section.

Nothing in this section shall be construed as modifying or superseding the Minnesota State Building Code or Minnesota Plumbing Code. All plumbing installations shall comply with applicable state law and the Minnesota Plumbing Code. The requirements of this section constitute conditions imposed by the City for protection and use of its sanitary sewer system.

B. *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

EXTERIOR UNDERGROUND GRAVITY GREASE INTERCEPTOR. A gravity grease interceptor located outside a building and below grade that receives grease-bearing wastewater and separates and retains fats, oils, grease, food solids, and other materials prior to discharge to the City sanitary sewer system.

INTERIOR GREASE INTERCEPTOR. A hydromechanical grease interceptor, under-counter interceptor, point-of-use interceptor, or other grease-control device installed inside a building.

NEW FOOD SERVICE ESTABLISHMENT. A Food Service Establishment located in a newly constructed building, building addition, or newly constructed portion of a building intended or designed for food-service occupancy.

RETROFIT FOOD SERVICE ESTABLISHMENT. A new or substantially modified Food Service Establishment occupying an existing building or tenant space where the building and substantially all site improvements existed before the proposed food-service use.

The Minnesota Plumbing Code specifically recognizes hydromechanical grease interceptors and notes that those devices are generally installed indoors.

C. Grease Interceptor Required as Condition of Sewer Service.

1. General requirement.

Every Food Service Establishment shall provide grease-control equipment meeting this section as a condition of connection to and discharge into the City sanitary sewer system unless the establishment has received a written exemption under subsection J.

2. New Food Service Establishments.

Every New Food Service Establishment shall install and maintain an interior or exterior underground gravity grease interceptor that meets the volume requirements of the establishment before beginning food-service operations or discharging grease-bearing wastewater into the City sanitary sewer system.

3. Interior interceptors are allowed for new construction.

An Interior Grease Interceptor may satisfy the requirements of this section for a New Food Service Establishment if they are properly sized and located and approved by the city's Plumbing Inspector.

4. Existing-building retrofit exception.

An Interior Grease Interceptor may be approved for a Retrofit Food Service Establishment when:

- a. the establishment is located in an existing building or tenant space;
- b. installation of an exterior underground gravity grease interceptor is determined by the City to be technically impracticable because of existing physical site or building conditions;
- c. the Building Official or designee provides written approval;
- d. the proposed interceptor complies with the Minnesota Plumbing Code;
- e. the interceptor is adequately sized for all connected fixtures and equipment;
- f. the interceptor is readily accessible for inspection, cleaning, and maintenance; and
- g. the establishment agrees to the enhanced inspection, cleaning, and recordkeeping requirements applicable to Interior Grease Interceptors.

5. Burden of proof.

The applicant bears the burden of demonstrating technical impracticability.

D. Exterior Underground Gravity Grease Interceptor Standards.

1. Every exterior underground gravity grease interceptor required by this section shall:

- a. have a capacity of **not less than 1,000 gallons**.
- b. have an individual interceptor capacity of **not more than 2,000 gallons**, unless otherwise authorized by the City and permitted by applicable state requirements.

- c. where required capacity exceeds 2,000 gallons, consist of multiple interceptors **installed in series**, unless an alternative arrangement is approved by the Building Official.
- d. provide a wastewater detention time of **at least 30 minutes**, where consistent with the Minnesota Plumbing Code and approved interceptor design.
- e. be constructed of impervious, durable material suitable for the intended installation.
- f. be watertight and designed to prevent infiltration and exfiltration.
- g. be installed underground and outside the building served.
- h. be protected from freezing.
- i. be protected against buoyancy where groundwater or soil conditions create a potential for flotation.
- j. be designed to withstand anticipated traffic, soil, groundwater, and other structural loading.
- k. have readily removable access covers permitting inspection, pumping, cleaning, and maintenance of all compartments, inlet piping, outlet piping, and internal components.
- l. be located so that pumping and maintenance equipment can reasonably access the interceptor.
- m. be properly vented in accordance with the Minnesota Plumbing Code.
- n. receive grease-bearing wastewater from required food-service fixtures and equipment as approved by the City and required by the Minnesota Plumbing Code.
- o. be installed and permitted in accordance with all applicable requirements of the Minnesota Plumbing Code.

E. Existing Food Service Establishments and Deficient Systems.

- 1. An existing Food Service Establishment may continue using an existing grease-control system if the City determines that the system:
 - a. is properly operating and maintained;
 - b. provides adequate grease control;
 - c. does not cause or contribute to excessive FOG accumulation, sewer maintenance, blockage, obstruction, or overflow; and
 - d. otherwise complies with this section.
- 2. If the City determines that an existing grease interceptor is absent, undersized, under-designed, deteriorated, improperly installed, inadequately maintained, or otherwise insufficient to protect the City sanitary sewer system, the City shall issue written notice identifying the deficiency and required corrective action.
- 3. The City may require the owner to install an interior or exterior underground gravity grease interceptor as the corrective action.
- 4. Required corrections shall be completed within the time stated by the City, **not to exceed six months after written notice**, unless the Building Official grants a written extension based upon circumstances beyond the owner's reasonable control.

5. Failure to complete required corrective action within the established compliance period constitutes a violation of this section and a violation of the conditions governing discharge into the City sanitary sewer system.

F. Maintenance.

1. **Exterior Interceptors.** Exterior underground gravity grease interceptors shall be completely pumped and cleaned sufficiently often to maintain effective operation and **not less than once every three months**. Complete service shall include removal of all:
 - a. grease and floatable material;
 - b. wastewater;
 - c. sludge;
 - d. food solids; and
 - e. other accumulated material.

Separation, decanting, back-flushing, or returning any portion of interceptor waste to the interceptor or sanitary sewer system is prohibited.

2. **Interior Interceptors.** Any Interior Grease Interceptor authorized for an existing-building retrofit or new construction shall be inspected regularly and **completely cleaned at least once per week**, or more frequently when necessary to maintain effective operation.

J. 100 mg/L FOG Standard and Exemption.

1. **FOG discharge standard.** No Food Service Establishment shall discharge wastewater containing fats, oils, and grease at a concentration of 100 milligrams per liter (mg/L) or greater into the City sanitary sewer system except through grease-control facilities required and approved pursuant to this section.
2. **Exemption.** A Food Service Establishment may request an exemption from the grease interceptor requirement if it demonstrates to the satisfaction of the City that its wastewater discharge consistently contains **less than 100 mg/L of fats, oils, and grease**.
3. **Testing.** Sampling and testing shall:
 - a. be performed at the establishment's expense;
 - b. be performed by a qualified independent laboratory;
 - c. use an analytical method and sampling procedure acceptable to the City;
 - d. occur at a location approved by the City; and
 - e. be representative of normal and peak food-service operations.

The City may require multiple samples or sampling on multiple operating days.

4. **Written approval required.** No exemption is effective unless approved in writing by the Building Official or designee.

5. **Exemption tied to operation.** An exemption applies only to the specific:

- a. establishment;
- b. location;
- c. menu;
- d. food-preparation processes;
- e. kitchen equipment; and
- f. operating conditions evaluated by the City.

6. **Change in operation.** An exemption automatically terminates upon a material change in:

- a. ownership;
- b. menu;
- c. food-preparation methods;
- d. kitchen equipment;
- e. plumbing configuration; or
- f. wastewater characteristics, unless the City determines in writing that the exemption may continue.

7. **Revocation.** The City may revoke an exemption whenever:

- a. testing establishes FOG at **100 mg/L or greater**;
- b. the facility causes or contributes to grease accumulation in the City sewer;
- c. the facility causes or contributes to a sewer blockage or sanitary sewer overflow;
- d. required records or testing are not provided; or
- e. circumstances upon which the exemption was granted have materially changed.

K. *Sewer Access and Enforcement.* Connection to and use of the City sanitary sewer system by a Food Service Establishment constitutes acceptance of and is conditioned upon compliance with this section.

A Food Service Establishment has no right under this section to discharge wastewater into the City sanitary sewer system in a manner that fails to comply with the grease-control requirements, discharge limits, maintenance requirements, or corrective orders established by this section.

Where a Food Service Establishment fails to comply, the City may:

1. issue an order requiring corrective action;
2. require increased pumping, maintenance, sampling, or reporting;
3. require installation or replacement of grease-control equipment;
4. recover costs reasonably attributable to grease-related sewer cleaning, obstruction, overflow, repair, or damage;
5. suspend or revoke applicable City licenses as otherwise authorized by City Code;
6. impose penalties authorized by City Code; and
7. restrict or terminate the establishment's authorization to discharge food-service wastewater into the City sanitary sewer system, following notice and procedures required by law.

Section 2. Effective Date. This ordinance becomes effective from and after its adoption and publication.

Passed in regular session of the City Council of the City of Shakopee, Minnesota held on the _____ day of _____, 2026.

Mayor of the City of Shakopee

Attest:

Richard Parsons, City Clerk







Shakopee City Council
October 6, 2026

13.a

Agenda Item: City Bill List
Prepared by: Becky Smith, Accounting Specialist
Reviewed by:

Action to be considered:

Review of City Bill List

Motion Type:

Informational only

Background:

The City Bill has been provided to the City Council.

Recommendation:

Review of City Bill List

Budget Impact:

N/A

Attachments:



Shakopee City Council October 6, 2026

13.b

Agenda Item: News and Announcements
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

No action, item is informational only.

Motion Type:

Informational only

Background:

Announcements and Upcoming Events:

- Spooky Swim

- Join us at the Community Center Indoor Pool on Tuesday, Oct. 27 for an evening of Spooky Swim! The event will have photo ops with Halloween creatures, crafts, and snacks for all. Registration is required for this event, \$15/resident or \$19.50/non-resident. Register at www.ShakopeeMN.gov/registration

- Spooky Family Fun Event

- Join us at Huber Park from 4–7 p.m. Saturday, Oct. 24 for our annual Spooky Family Fun event! Games, booths, prizes, animals, food trucks, and candy! No registration is required for this free event. We'll see you there!

- Jack-O-Lantern 5K and Kids' Pumpkin Run

- The Jack-O-Lantern 5K and Kids' Pumpkin Run (1/2 mile) is back at 9 a.m. Saturday, Oct. 31! Halloween costumes are encouraged but not required. Prizes will be awarded for the overall best costume as well as the top 3 male and female finishers. Race begins and ends at the Shakopee Community Center. The 5k begins at 9 a.m. and the Kids' Pumpkin Run begins at the completion of the 5k (approximately 10 a.m.).

- Huber Park Movie Night

- October 10! Grab your blankets and lawn chairs and join us at Huber Park for a movie under the stars! We'll be showing Toy Story 5, with the movie beginning at dusk. Bring the family and enjoy a fun fall evening in the park!

- Community Center October Incentive Challenge
 - Stop by the Community Center front desk to pick up our October Incentive Challenge! It's FREE to participate, and everyone who completes the challenge can earn fun prizes. Pick up your challenge and get started!
- 2026 Fall Clean-up Day
 - 2026 Fall Clean-up Day is on Saturday, October 17, from 7:30 - 11:30 am at the Shakopee Public Works Facility.
- 2026 Fall Yard Waste Drop-Off Event
 - In partnership with SMSC, Dakota Prairie Composting is offering free fall yard waste drop-off for the month of October. Drop off your yard waste at 12386 Chestnut Blvd. Shakopee residents must show ID.

Recommendation:

Please review the information on upcoming news and announcements.

Budget Impact:

N/A.

Attachments: