



Shakopee City Council Regular Meeting

Tuesday, October 1, 2024

7:00 PM

City Hall, 485 Gorman Street

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
3. Pledge of Allegiance
4. Special Presentations
 - 4.a Southern Valley Alliance Update
Adopt proclamation recognizing October as Domestic Violence Awareness Month.
[2024 Proclamation.pdf](#)
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 City Council Meeting Minutes of September 17, 2024.
Approve the City Council meeting minutes of September 17, 2024.
[September 17, 2024](#)
 - 6.b Approve On-Sale and Sunday Liquor licenses for Soi21 Asian Bistro.
Approve on-sale and Sunday liquor licenses for Soi21 Asian Bistro, located

at 8048 Old Carriage Court.

- 6.c Approve On-Sale and Sunday Liquor Licenses for Do & Huynh Inc. dba Bun Mee Vietnamese Baguette Express.
Approve On-Sale and Sunday Liquor Licenses for Do & Huynh Inc. dba Bun Mee Vietnamese Baguette Express, located at 4135 Dean Lakes Blvd.
- 6.d Accept Quotes and Award Contract for the Horizon Drive Storm Sewer Reconstruction Project.
Accept quotes and award a contract to Minnesota Dirtworks, Inc., for the Horizon Drive Storm Sewer Reconstruction Project, in the amount of \$57,678.14.
[CIP Summary Sheet.pdf](#)
[Quote Tabulation.pdf](#)
[Project Location.pdf](#)
[Horizon Drive Contract.pdf](#)
- 6.e Approve a Special Event Permit and a Temporary Liquor License for the Shakopee Chamber & Visitors Bureau Holiday Fest Event, being held on December 7, 2024.
Approve the requested street closure, suspension of City Code 114.11 and a temporary liquor License for the Holiday Fest event, hosted by the Shakopee Chamber & Visitors Bureau.
[20240926_102550.pdf](#)
- 6.f Declaration of surplus property
Declare equipment as surplus and authorize its disposal
[IT Equip.pdf](#)
- 6.g Approval request to declare abandoned property as surplus.
The Shakopee Police Department is seeking council approval to declare the listed property
as surplus and authorize its administrative disposal.
[Surplus Property -1024.pdf](#)
- 6.h Encroachment Agreement between City of Shakopee and Midway Hospitality LLC (Culvers) for a retaining wall in a drainage and utility easement.
Make a motion to approve Encroachment Agreement.
[22-0271.00 Culvers Shakopee RLS_04242024.pdf](#)
[Encroachment Agreement--Tract B--Execution Version \(9-16-24\).pdf](#)
- 6.i 2025 Kavira Health Benefit

Approve Kavira Health Benefit contract, as requested

[Kavira_City of Shakopee Corporate Agreement_2024.pdf](#)

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.

7.a Legislative Recap by Representative Bakeberg

None

8. Business removed from consent agenda

9. Public Hearings

10. Recess for Economic Development Authority Meeting

11. Reconvene

12. General Business

13. Workshop

14. Reports

Liaison and Administration

14.b Liaison and Administration

N/A

15. Other Business

16. Adjournment to Tuesday, October 15, 2024 at 7:00 pm



Shakopee City Council October 1, 2024

4.a

Agenda Item: Southern Valley Alliance Update
Prepared by: Chelsea Petersen, Assistant City Administrator
Reviewed by:

Action to be considered:

Adopt proclamation recognizing October as Domestic Violence Awareness Month.

Motion Type:

Simple Majority

Background:

Representatives 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:

[2024 Proclamation.pdf](#)

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, calls to our local domestic abuse crisis line, Southern Valley Alliance, have increased 23% in the last year;

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 2024 as Domestic Violence Awareness Month.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 1st day of October, 2024.

Mayor

City Clerk



Shakopee City Council October 1, 2024

6.a

Agenda Item: City Council Meeting Minutes of September 17, 2024.
Prepared by: Lori Hensen, City Clerk
Reviewed by: Lori Hensen

Action to be considered:

Approve the City Council meeting minutes of September 17, 2024.

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Approve the City Council meeting minutes of September 17, 2024.

Budget Impact:

N/A

Attachments:

[September 17, 2024](#)



Shakopee City Council Minutes

September 17, 2024

7:00 PM

City Hall, 485 Gorman St.

Mayor Matt Lehman presiding

1. Roll Call

Present: Mayor Matt Lehman, Council Members Jay Whiting, Angelica Contreras, Jim DuLaney, Jesse Lara

Staff Present: City Administrator Bill Reynolds, City Attorney Jim Thomson, City Engineer Alex Jordan, Finance Director Nate Reinhardt, City Clerk Lori Hensen, Planning/Development Director Michael Kerski, Public Works Director Bill Egan, Parks/Recreation Director Kelsi McNutt

2. Pledge of Allegiance

3. Approval of Agenda

Council Member Angelica Contreras made a motion to approve the agenda, second by Council Member Jim DuLaney and the motion passed.

5 - 0

4. Consent Business - (All items listed in this section are anticipated to be routine. After a discussion by the Mayor there will be an opportunity for members of the Council to remove any items from the consent agenda for individual discussion. Those items removed will be considered following the Public hearing portion of the agenda. Items remaining on the Consent Agenda will not be discussed and will be approved in one motion.)

Council Member Jay Whiting made a motion to approve the consent agenda, second by Council Member Angelica Contreras and the motion passed.

5 - 0

A. Administration

*4. A.1. *City Council Minutes

Approve the minutes of September 3, 2024.

*4. A.2. *Certification of Delinquent Sewer and Storm Drainage Accounts

1. Adopt Resolution R2024-120, certifying assessments for delinquent sewer and storm drainage accounts from August 1, 2023 thru December 31, 2023.
2. Add a \$25 administrative charge for collection with payable 2025 property taxes.
3. Write off delinquent accounts less than \$25 which total \$430.40.

- *4. A.3. *Declare amounts, order the preparation of proposed assessments, set a public hearing date for delinquent false alarm & mowing service bills

Adopt Resolution R2024-121, a resolution declaring the amount to be assessed, ordering the preparation of proposed assessments, and set the public hearing date for delinquent ordinance services.

- *4. A.4. *Monthly Financial Review - August 2024

Review of August 2024 General Fund revenues/expenditures.

- *4. A.5. *Declare amounts, order the preparation of proposed assessments, set a public hearing date for delinquent refuse bills

Adopt Resolution R2024-122, declaring the amount to be assessed, ordering the preparation of proposed assessments, and setting the public hearing date for delinquent refuse bills.

- *4. A.6. *Approve Tobacco, 3.2 Off Sale and Sunday Liquor Licenses for Holiday Stationstores

Approve tobacco, 3.2 off sale and Sunday liquor licenses for Holiday Stationstores, located at 1605 Windermere Way.

- *4. A.7. *Minnesota Board of Water and Soil Resources' Clean Water Fund Watershed Based Implementation Funding Grant Award

Adopt Resolution R2024-127, accepting the Minnesota Board of Water and Soil Resources' (MN BWSR) Clean Water Fund Watershed Based Implementation Funding (WBIF) grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

- *4. A.8. *US Department of Transportation Safe Streets and Roads for All Grant Award

Adopt Resolution R2024-126, accepting US Department of Transportation (US DoT) Safe Streets and Roads for All (SS4A) grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

- *4. A.9. *Minnesota Department of Public Safety's Toward Zero Deaths Enforcement Program Grant Award

Adopt Resolution R2024-124, accepting the Minnesota Department of Public

Safety's (MN DPS) Toward Zero Deaths (TZD) grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

***4. A.10.*Minnesota Department of Safety's DWI/Traffic Safety Officer Program Grant Award**

Adopt Resolution R2024-125, accepting the Minnesota Department of Public 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.

***4. A.11.*Approve a Special Event Permit and a Temporary Liquor License for the Shakopee Chamber & Visitors Bureau**

Approve the requested street closure, suspension of City Code 114.11, and a temporary liquor license, for the Shak-O-Lantern Festival, hosted by the Shakopee Chamber & Visitors Bureau.

B. Engineering

***4. B.1. *Accept the Lions Park Pickleball Court Park Project and Authorize Final Payment**

Adopt Resolution R2024-118, accepting work on the 2022 Lions Park Pickleball Court Project, PR-21-004, and authorize final payment in the amount of \$3,052.56 to BKJ Land Co. II, Inc., dba BKJ Excavating.

***4. B.2. *Accept the Southbridge Lift Station Project and Authorize Final Payment**

Adopt Resolution R2024-119, accepting work on the Southbridge Lift Station Rehabilitation Project, SAN-23-002, and authorize final payment of \$3,036.70 to Pember Companies Inc.

***4. B.3. *Accept Proposal from EOR for Arbor Bluffs Stream Stabilization**

Accept proposal for professional services from EOR in the amount of \$88,200 for design and construction services for the Arbor Bluff Stream Stabilization project.

C. Planning and Development

***4. C.1. *Final Plat of Canterbury Southwest Fifth Addition**

Adopt Resolution R2024-123, a resolution approving the final plat of Canterbury Southwest Fifth Addition.

***4. C.2. *Award Contract to Braun Intertec for Construction Testing and Inspections for Jackson Commons Park Construction**

Approve a contract with Braun Intertec for Construction Inspection and Testing for an

amount not to exceed \$50,000.

*4. C.3. *Agreement for Miracle Field with Shakopee Lions Club

Approve Agreement with the Shakopee Lions for the creation of a Miracle Field at Tahpah Park.

D. Police

*4. D.1. Surplus Property

Declare one firearm as surplus property and authorize disposal.

5. RECOGNITION OF INVOLVED RESIDENTS BY CITY COUNCIL - Provides an opportunity for the public to address the Council on items which are not on the agenda. Comments should not be more than five minutes in length. The Mayor may adjust that time limit based upon the number of persons seeking to comment. This comment period may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Council Members will not enter into a dialogue with citizens, and questions from Council will be for clarification only. This period will not be used to problem solve issues or to react to the comments made, but rather for informational purposes only.

6. Business removed from consent will be discussed at this time

7. General Business

A. Administration

7. A.1. 2025 Proposed Property Tax Levies and Debt Levy Cancellations

Council Member Jesse Lara made a motion to adopt Resolution R2024-115, canceling Debt Service Levies for taxes payable in 2025, second by Council Member Angelica Contreras and the motion passed. 5 - 0

Council Member Jay Whiting made a motion to adopt Resolution R2024-116, setting Proposed Maximum 2024 Property Tax Levy collectible in 2025, second by Council Member Angelica Contreras and the motion passed.

3 - 2

Nays: DuLaney, Lehman

Council Member Angelica Contreras made a motion to adopt Resolution R2024-117, approving the Levy of a 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 Jesse Lara and the motion passed.

3 - 2

Nays: DuLaney, Lehman

8. Reports

8.A. City Bill List

Informational only

8.B. Liaison and Administration

9. Other Business

10. Adjournment to Tuesday, October 1, 2024, at 7 p.m.

Council Member Jesse Lara made a motion to adjourn to Tuesday, October 1, 2024, at 7:00 pm, second by Council Member Jay Whiting and the motion passed.

5 - 0



Shakopee City Council
October 1, 2024

6.b

Agenda Item: Approve On-Sale and Sunday Liquor licenses for Soi21 Asian Bistro.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by: Lori Hensen, City Clerk

Action to be considered:

Approve on-sale and Sunday liquor licenses for Soi21 Asian Bistro, located at 8048 Old Carriage Court.

Motion Type:

Simple Majority

Background:

Staff has received an application for On-Sale and Sunday liquor licenses for Soi21 Asian Bistro, located at 8048 Old Carriage Court North. The application is in order and the fees have been paid. All permits must be approved, prior to issuance of the license.

The Police Department conducted a background investigation and found nothing that would prohibit issuance of the license.

Recommendation:

Approve the above requested motion.

Budget Impact:

None.

Attachments:



Shakopee City Council
October 1, 2024

6.c

Agenda Item: Approve On-Sale and Sunday Liquor Licenses for Do & Huynh Inc. dba Bun Mee Vietnamese Baguette Express.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by: Lori Hensen, City Clerk

Action to be considered:

Approve On-Sale and Sunday Liquor Licenses for Do & Huynh Inc. dba Bun Mee Vietnamese Baguette Express, located at 4135 Dean Lakes Blvd.

Motion Type:

Simple Majority

Background:

Staff has received applications for On Sale and Sunday liquor licenses for Do & Huynh Inc. dba Vietnamese Baguette Express, located at 4135 Dean Lakes Boulevard. The application is in order and the fees have been paid.

The Police Department has conducted a background investigation and found nothing that would prohibit issuance of the license.

Recommendation:

Approve the above requested motion.

Budget Impact:

None.

Attachments:



Shakopee City Council October 1, 2024

6.d

Agenda Item: Accept Quotes and Award Contract for the Horizon Drive Storm Sewer Reconstruction Project.
Prepared by: Alex Enyi, Project Coordinator
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Accept quotes and award a contract to Minnesota Dirtworks, Inc., for the Horizon Drive Storm Sewer Reconstruction Project, in the amount of \$57,678.14.

Motion Type:

Simple Majority

Background:

City staff identified a sink hole caused by a failing storm sewer utility located on Horizon Drive east of Foothill Trail. This sink hole is within the roadway and poses a safety hazard to the public. The recommended improvements include replacement of the failing storm sewer system and repaving the roadway.

Quotes for the repairs were solicited and opened on September 6, 2024. Three quotes were received and Minnesota Dirtworks, Inc., from Lakeville, Minnesota, is the low bidder in the amount of \$57,678.14 (see attached quote tabulation). Minnesota Dirtworks, Inc. has the capacity and experience for the project and is deemed a responsible bidder.

Recommendation:

Award contract as requested.

Budget Impact:

The City's Capital Improvement Plan (CIP) includes \$150,000 for Annual Erosion, Pond Cleaning and Outlet Improvements, project STORM-24-010. The repairs will be funded out of the Storm Drainage Fund.

Attachments:

[CIP Summary Sheet.pdf](#)

[Quote Tabulation.pdf](#)

[Project Location.pdf](#)

[Horizon Drive Contract.pdf](#)

Capital Improvement Plan
City of Shakopee, Minnesota

2024 thru 2028

Department Storm Drainage Fund
Contact Public Works Director
Type Maintenance
Useful Life
Category Storm Sewer/Drainage
Priority 2 Important-Provide Efficiency
Status Active

Project # Storm-24-010
Project Name Annual Erosion/Pond Cleaning/Outlet Improvements

Accounting Code
Fund Surface Water Fund

Description
Total Project Cost: \$750,000
This project is a placeholder for improvements in future years to address erosion and pond maintenance issues.

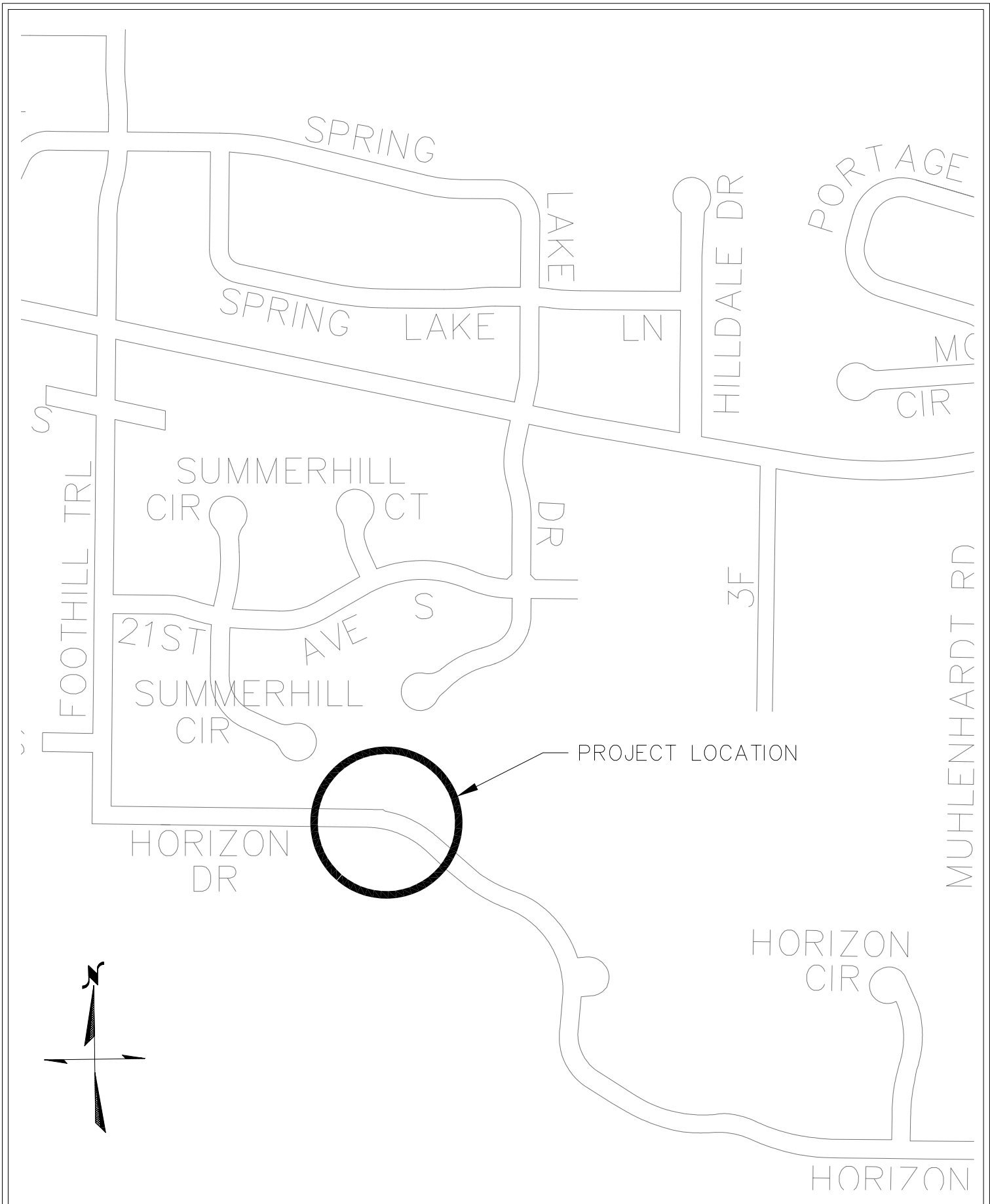
Justification
These projects are needed to address safety, erosion, water quality and pond outlet issues when large maintenance or repairs are needed.

Expenditures	2024	2025	2026	2027	2028	Total
Construction/Maintenance	125,000	125,000	125,000	125,000	125,000	625,000
Engineering/Administration	25,000	25,000	25,000	25,000	25,000	125,000
Total	150,000	150,000	150,000	150,000	150,000	750,000
Funding Sources	2024	2025	2026	2027	2028	Total
Storm Drainage Fund	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

Budget Impact/Other
Projects are identified through issues with frequent maintenance, and inspections required by the NPDES MS4 permit.

TABULATIONS OF BIDS
CITY OF SHAKOPEE
Horizon Drive Storm Sewer Recon
6-Sep-24

ITEM NO.	ITEM DESCRIPTION	UNITS	TOTALS	-----> NO. 1		-----> NO. 2		-----> NO. 3	
					Minnesota Dirtworks, Inc Lakeville		Bituminous Roadways, Inc Mendota Heights		Northwest Asphalt Shakopee
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION	LUMP SUM	1	\$8,310.35	\$ 8,310.35	\$ 3,900.00	\$ 3,900.00	\$ 8,405.00	\$ 8,405.00
2	CLEARING AND GRUBBING	SQ YD	65	\$18.63	\$ 1,210.95	\$ 77.00	\$ 5,005.00	\$ 80.00	\$ 5,200.00
3	SALVAGE CASTING	EACH	2	\$136.52	\$ 273.04	\$ 115.00	\$ 230.00	\$ 57.50	\$ 115.00
4	REMOVE DRAINAGE STRUCTURE	EACH	2	\$623.80	\$ 1,247.60	\$ 585.00	\$ 1,170.00	\$ 300.00	\$ 600.00
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	60	\$3.56	\$ 213.60	\$ 3.20	\$ 192.00	\$ 6.00	\$ 360.00
6	REMOVE STORM SEWER PIPE (ALL TYPES)	LIN FT	65	\$13.71	\$ 891.15	\$ 9.00	\$ 585.00	\$ 38.00	\$ 2,470.00
7	REMOVE BITUMINOUS PAVEMENT	SQ YD	155	\$4.49	\$ 695.95	\$ 11.00	\$ 1,705.00	\$ 16.10	\$ 2,495.50
8	AGGREGATE BASE CLASS 5	CY	40	\$90.80	\$ 3,632.00	\$ 45.00	\$ 1,800.00	\$ 83.00	\$ 3,320.00
9	BITUMINOUS MATERIAL FOR TACK COAT	GAL	12	\$10.00	\$ 120.00	\$ 0.01	\$ 0.12	\$ 6.00	\$ 72.00
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2, C)	TONS	31	\$100.00	\$ 3,100.00	\$ 235.00	\$ 7,285.00	\$ 295.00	\$ 9,145.00
11	24" RC PIPE SEWER DES 3006 CL III	LIN FT	66	\$123.44	\$ 8,147.04	\$ 165.00	\$ 10,890.00	\$ 121.00	\$ 7,986.00
12	CONNECT TO EXISTING STORM SEWER	EACH	2	\$721.67	\$ 1,443.34	\$1,525.00	\$ 3,050.00	\$ 2,170.00	\$ 4,340.00
13	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	2	\$7,640.29	\$ 15,280.58	\$8,250.00	\$ 16,500.00	\$ 7,355.00	\$ 14,710.00
14	INSTALL CASTING	EACH	2	\$302.26	\$ 604.52	\$635.00	\$ 1,270.00	\$ 440.00	\$ 880.00
15	CONCRETE CURB & GUTTER (ANY TYPE)	LIN FT	100	\$65.00	\$ 6,500.00	\$79.00	\$ 7,900.00	\$ 56.00	\$ 5,600.00
16	6" CONCRETE PAVEMENT	SQ FT	190	\$24.00	\$ 4,560.00	\$18.00	\$ 3,420.00	\$ 18.66	\$ 3,545.40
17	TRAFFIC CONTROL	LUMP SUM	1	\$592.62	\$ 592.62	\$4,350.00	\$ 4,350.00	\$ 2,500.00	\$ 2,500.00
18	SITE RESTORATION	SQ YD	65	\$13.16	\$ 855.40	\$19.00	\$ 1,235.00	\$ 45.00	\$ 2,925.00
					\$57,678.14		\$70,487.12		\$74,668.90



HORIZON DRIVE
STORM SEWER RECONSTRUCTION

DATE:	SEPT 2024
DRAWN BY:	AE
SHAKOPEE ENGINEERING DEPARTMENT	

FIGURE:
1

CONTRACT

THIS CONTRACT, made and entered into this 1st day of October, 2024 by and between Minnesota Dirtworks, Inc., hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH: That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

HORIZON DRIVE STORM SEWER RECONSTRUCTION

NOW THEREFORE, the parties to this contract agree to the following:

1. **Manner for Completion.** The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **Horizon Drive Storm Sewer Reconstruction** for the City of Shakopee, Minnesota, in a workman-like and substantial manner, as outlined in the Request For Quotation (RFQ).

2. **Due Diligence.** The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to ensure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the RFQ.

3. **Payment.** The City will pay the Contractor those prices stipulated in the Contractor's Quotation, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. **Contractor's Responsibility for Subcontractors.** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any

provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. Payment to Subcontractors. The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

6. City Instructions. The City may declare the contract forfeited, should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

7. Requirements of Performance Bond. The successful bidder, at the time of the execution of the Contract, shall furnish and at all times maintain a satisfactory and sufficient bond in full amount of the Contract as required by law with a corporate surety satisfactory to the Owner. The form of bond is that required by statute. Personal sureties will not be approved.

8. Indemnity. The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault. The Contractor shall provide a Certificate of Insurance with the City of Shakopee named as an additional insured. The limits of liability shall be as follows:

Worker's Compensation

(1)	State	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's Liability:	\$2,000,000

Contractor's Liability Insurance including completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	\$2,000,000
(2)	Products - Completed (Operations Aggregate)	\$2,000,000
(3)	Personal and Advertising Injury (Per Person/Organization)	\$2,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
(5)	Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.	\$2,000,000
(6)	Excess Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$2,000,000

Automobile Liability:

(1) Bodily Injury:

\$2,000,000 Each Person
\$2,000,000 Each Accident

Property Damage:

\$2,000,000 Each Accident

or

(2) Combined Single Limit (Bodily Injury and Property Damage)

\$2,000,000 Each Accident

9. Duplicate Originals. This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

10. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder

11. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____
Matt Lehman/Mayor

By _____

By _____
Bill Reynolds/City Administrator



Engineer Department
City of Shakopee
Phone: 952-233-9369
FAX: 952-233-3807

REQUEST FOR QUOTATION

HORIZON DRIVE STORM SEWER RECONSTRUCTION

DOCUMENT DATE:	SEPTEMBER 1 , 2024
QUOTATIONS DUE BY:	SEPTEMBER 5, 2024
SUBSTANTIAL COMPLETION DATE:	OCTOBER 15, 2024
FINAL COMPLETION DATE:	OCTOBER 25, 2024

QUOTATION FORM

HORIZON DRIVE STORM SEWER RECONSTRUCTION

COMPANY NAME: Minnesota Dirt Works, Inc.
ADDRESS: 10005 235th Street West, Lakville, MN ZIP 55044
TELEPHONE: 612-385-5823

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, THURSDAY, SEPTEMBER 5, 2024

To:

Alex Enyi, Project Manager
485 Gorman Street
Shakopee, MN 55379
Email: aenyi@shakopeemn.gov

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the City of Shakopee to supply all labor, materials, and equipment necessary to complete the City Project, all in accordance with the plans and specifications prepared by the City of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

NO.	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	1	\$8,310 ³⁵	\$8,310 ³⁵
2	2101.505	CLEARING AND GRUBBING	SQ YD	65	\$18.63	1,210 ⁹⁵
3	2104.502	SALVAGE CASTING	EACH	2	\$136 ³²	273 ⁰⁴
4	2105.502	REMOVE DRAINAGE STRUCTURE	EACH	2	\$623 ⁵⁰	1,247 ⁰²
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	60	\$3.54	213 ⁶⁰
6	2104.503	REMOVE STORM SEWER PIPE (ALL TYPES)	LIN FT	65	\$13.71	891 ¹⁵
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	155	\$4.44	688 ²⁰
8	2211.509	AGGREGATE BASE CLASS 5	CY	40	\$90 ³²	3,632 ⁰⁰
9	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	12	\$10 ⁰⁰	120 ⁰⁰
10	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2, C)	TONS	31	\$100 ⁰⁰	3,100 ⁰⁰
11	2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	66	\$123 ⁴⁴	8,142 ⁰⁴
12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	\$721 ⁶⁴	1,443 ²⁸
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	2	\$7,640 ²⁴	15,280 ⁴⁸
14	2506.502	INSTALL CASTING	EACH	2	\$302 ²⁶	604 ⁵²
15	2531.503	CONCRETE CURB & GUTTER (ANY TYPE)	LIN FT	100	\$65 ⁰⁰	6,500 ⁰⁰
16	2531.504	6" CONCRETE PAVEMENT	SQ FT	190	\$24 ⁰⁰	4,560 ⁰⁰
17	2563.601	TRAFFIC CONTROL	LUMP SUM	1	592 ⁰²	592 ⁰²
18	2575.504	SITE RESTORATION	SQ YD	65	13 ¹⁰	855 ⁴⁰

Total Bid: \$ 57,678.14

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
2. If this quotation is accepted, bidder will enter into a contract and furnish insurance certificate(s) within ten (10) days after bidder's quote is accepted. Bidder agrees to commence work as soon as possible after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.

Respectfully Submitted,

Firm: Minnesota Dirt Works, Inc.

By: [Signature]
(Signature of Bidder)

Title: President

Minnesota Dirt Works, Inc.
(Name)

10005 235th Street West
(Address)

Lakewood, MN
(City and State)

DATE: 09/06/2024

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Dan Amos (typed or printed name),
President (title) certify that I am an owner or officer of the company and do verify
under oath that my company is in compliance with each of the minimum criteria listed in the law.

Minnesota Dirt Works, Inc.
(name of the person, partnership or corporation submitting this proposal)
10005 235th Street West, Lakedale, MN, 55044
(business address)

Signed: _____

(bidder or authorized representative)

09/06/2024

Date



Shakopee City Council October 1, 2024

6.e

Agenda Item: Approve a Special Event Permit and a Temporary Liquor License for the Shakopee Chamber & Visitors Bureau Holiday Fest Event, being held on December 7, 2024.

Prepared by: Heidi Emerson, Deputy City Clerk

Reviewed by: Lori Hensen, City Clerk

Action to be considered:

Approve the requested street closure, suspension of City Code 114.11 and a temporary liquor License for the Holiday Fest event, hosted by the Shakopee Chamber & Visitors Bureau.

Motion Type:

Simple Majority

Background:

The Shakopee Chamber & Visitors Bureau is requesting the following locations to be closed at 11:00 a.m. (signs to be posted beginning Wednesday December 6th) until 6:30 p.m. for the annual Holiday Fest event:

- 1st Avenue between Holmes Street and Sommerville Street
- Lewis Street between 1st and 2nd Street
- Lewis Street Parking lot
- Huber Park (fireworks display)

The event will take place from 2:00 - 6:00 p.m., and include a tree lighting, a vendor marketplace in the Lewis Street parking lot and other fun activities for the community to enjoy. Along with a fireworks display after the tree lighting.

They are requesting that the City suspend city code 114.11 (A) Consumption and Possession on Public Streets, Property and the like, to allow patrons to consume alcohol on the closed streets. No glass containers will be allowed on the street. Patrons of the festival will be able to purchase alcohol from the Shakopee Brew Hall and Mana Brewing on the closed streets only. Anyone drinking alcohol will be carded and wrist banded.

Recommendation:

Approve the above requested motion.

Budget Impact:

Staff time will be needed to drop off and pick up barricades and garbage cans, post street and parking lot closure signs and clear the streets. Most of this can be accomplished during normal working hours.

Attachments:

[20240926_102550.pdf](#)



CSAH 101

First Avenue W

P

First Avenue

HUBER PARK

First Avenue E

Fuller Street

Holmes Street

Sommerville Street

Spencer Street

Lewis Street

Holiday Winter Market

P

P

3rd Avenue



FIREWORKS SHOW



SANTA PHOTOS



WALK THROUGH PARADE FLOATS; 2-5 PM



TREE LIGHTING CEREMONY; 5:30 PM



HOLIDAY WINTER MARKETPLACE; 2-5 PM



KIDS ACTIVITY STATIONS



ICE SCULPTURE DEMO; 2:30 PM





Shakopee City Council October 1, 2024

6.f

Agenda Item: Declaration of surplus property
Prepared by: Chelsea Petersen, Assistant City Administrator
Reviewed by: Myles Robb, Administration Intern

Action to be considered:

Declare equipment as surplus and authorize its disposal

Motion Type:

Simple Majority

Background:

The city's IT Department has a number of wireless access points and desk phones that have exceeded their useful life, and been replaced as part of the city's Capital Improvement Plan. At this time, staff is requesting to declare the equipment as surplus property and authorize its disposal. All items listed will be listed for sale at an online public auction, and if items are unable to be sold they will be recycled.

The surplus items are as follows and have photos attached:

- Mitel no. 6920 desk phones - 32
- Mitel no UC360 conference phones - 4
- Aruba APIN0315 - 36
- Aruba APIN0228 - 4
- Aruba AIN0615 - 3

Recommendation:

Approval as requested

Budget Impact:

N/A

Attachments:

[IT Equip.pdf](#)







Shakopee City Council October 1, 2024

6.g

Agenda Item: Approval request to declare abandoned property as surplus.
Prepared by: Courtney LaBruyere, Evidence Technician
Reviewed by:

Action to be considered:

The Shakopee Police Department is seeking council approval to declare the listed property as surplus and authorize its administrative disposal.

Motion Type:

Simple Majority

Background:

The Shakopee Police Department is requesting that the attached property list be declared surplus as it has exceeded the retention time provided by the Scott County Attorney's Office. Items have been considered abandoned and will be donated to the Tri-County Law Enforcement Association to be used as bidding items for a silent auction.

Recommendation:

Staff recommends that the property be declared surplus and be authorized for purposes of donation.

Budget Impact:

There is no impact to the department budget.

Attachments:

[Surplus Property -1024.pdf](#)

Surplus/Abandoned Property

10/2/2024

ICR	Description	Brand	Notes	Condition
19021997	5 NIB Dewalt power tools w/2batteries	Dewalt	Yellow/Black	N w/tags
20007983	Hackzall Saw	Milwaukee	Red/Black	N
20008896	Hopper Backflip Cooler	Yeti	Grey	N w/tags



Shakopee City Council October 1, 2024

6.h

Agenda Item: Encroachment Agreement between City of Shakopee and Midway Hospitality LLC (Culvers) for a retaining wall in a drainage and utility easement.
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Lori Hensen

Action to be considered:

Make a motion to approve Encroachment Agreement.

Motion Type:

Simple Majority

Background:

Midway Hospitality LLC (Culvers) has previously received approval for a RLS to realign properties to allow for additional parking and drive thru for the Shakopee Culvers. Midway also entered into a Purchase Agreement with J & A Financial LLC (AmericInn by Wyndham) for a portion of its property to provide for better circulation and access. Because of the changes, additional stormwater ponding is required that includes a retaining wall in the city's drainage and utility easement, triggering the requirement for an encroachment agreement.

Recommendation:

Approve requested action.

Budget Impact:

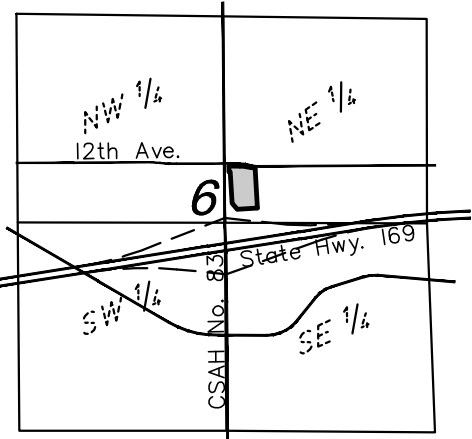
None

Attachments:

[22-0271.00 Culvers Shakopee RLS_04242024.pdf](#)

[Encroachment Agreement--Tract B--Execution Version \(9-16-24\).pdf](#)

VICINITY MAP
Sec.9, Twp.11S, Rng.22
Scott County, MN



LEGEND:

- Denotes found iron monument
- Denotes set iron monument
- Denotes set nail
- Denotes Robert L. Peters, LS
- Denotes easement

Survey Notes:

No monument symbol shown at any statute required location indicates a plat monument that will be set according to Minnesota Statutes and shall be in place within one year of the filing date of this plat.



0 30

(SCALE IN FEET)

SCALE: 1 INCH = 30 FEET

For the purpose of this survey, bearings are based on R.L.S. No. 175. The South line of said R.L.S. bears South 85 degrees 44 minutes 55 seconds West

CITY OF SHAKOPEE
SCOTT COUNTY, MN

I hereby certify that in accordance with the provisions of Chapter 508, Minnesota Statutes of 1949, as amended, I have surveyed the following described property in the County of Scott, State of Minnesota, to wit:

Torrens Certificate No. 46199:

That part of Lot 1, Block 2, VALLEY PARK TWELFTH ADDITION, Scott County, Minnesota, described as follows: Beginning at the northwest corner of said Lot 1; thence South 1 degree 08 minutes 50 seconds East, assumed bearing, along the west line of said Lot 1, a distance of 72.12 feet; thence North 88 degrees 51 minutes 10 seconds East, a distance of 15.00 feet; thence South 4 degrees 00 minutes 35 seconds East, a distance of 200.88 feet; thence North 86 degrees 04 minutes 21 seconds East, a distance of 203.43 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 252.24 feet to the north line of said Lot 1; thence westerly along the north line of said Lot 1 to the point of beginning.

Torrens Certificate No. 55424:

That part of Tract A, REGISTERED LAND SURVEY NUMBER 175, Scott County, Minnesota, which lies westerly of the following described line:

Commencing at the Southeast corner of said Tract A; thence South 85 degrees 44 minutes 55 seconds West, an assumed bearing, along the south line of said Tract A, a distance of 870.25 feet to the point of beginning of the line to be described; thence North 4 degrees 11 minutes 19 seconds West, a distance of 504.99 feet more or less to the north line of said Tract A, and said line there terminating.

I hereby certify that this Registered Land Survey is a correct delineation of said survey.

Dated this _____ day of _____, 20____

Craig A. Wensmann, Land Surveyor
Minnesota License No. 47468

This Registered Land Survey was approved and accepted by the City Council of _____ Minnesota on this _____ day of _____, 20____

(person and title as designated by approving authority)

I hereby certify that this Registered Land Survey has been reviewed and approved this _____ day of _____, 20____

Scott County Surveyor

I hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 20____

Scott County Auditor Scott County Treasurer
Signed by: _____, Deputy

I hereby certify that this instrument was filed in the office of the Registrar of Titles for record on this _____ day of _____, 20____, at _____ o'clock, _____M., and duly recorded as Document No. _____

Scott County Registrar of Titles

BOGART, PEDERSON & ASSOCIATES, INC.

ENCROACHMENT AGREEMENT

This Encroachment Agreement (“Agreement”) is made as of the ____ day of _____, 2024, by and between the City of Shakopee, a Minnesota municipal corporation (“City”), Midway Hospitality LLC, a Minnesota limited liability company (“Owner”), and J & A Financial, LLC, a Minnesota limited liability company (“J & A”).

RECITALS

- A. Owner is the owner of property located at 4100 12th Avenue E., City of Shakopee, County of Scott, State of Minnesota, legally described as follows:

Tract B, REGISTERED LAND SURVEY NUMBER _____, Scott County, Minnesota (the “Property”).
- B. The Property is subject to a drainage and utility easement in favor of the City, which was created in Utility and Drainage Easement dated April 5, 2001, filed April 10, 2001, as Document No. T118032 (the “Easement”);
- C. J & A owns property adjacent to the Owner’s property that is legally described as Tract A, Registered Land Survey No. _____, Scott County, Minnesota (“J & A Property”);
- C. Owner and J & A would like to construct and install a retaining wall (“Improvements”) that will encroach into the Easement (“Encroachment Area”); and;
- D. The City has agreed that Owner, J & A, their agents or contractors may construct, repair and maintain the Improvements within the Encroachment Area on the condition that Owner and J & A execute this Agreement and will promptly remove said Improvements at J & A’s expense upon the reasonable determination by and need of the City or other private utility company to work within the Easement.

AGREEMENT

NOW, THEREFORE, on the basis of the premises and the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner, J & A or their agents, or contractors may construct, repair, and maintain the Improvements within the Encroachment Area as shown on Exhibit A.

2. The permission granted by the City in this Agreement is limited exclusively to the proposed Improvements within the Encroachment Area as outlined in Exhibit A.

3. This Agreement shall not prevent or impair the use of the Encroachment Area for the drainage and utility purposes by the City or any other entity entitled by law to so use the Encroachment Area. In the event the Encroachment Area becomes unusable for the use contemplated by Owner or J & A herein, Owner or J & A will have no claim against the City unless such unusable status is caused by the negligence or willful misconduct of the City, its officials, employees, contractors and agents.

4. In the event the City needs to maintain, operate, repair, access or remove the utility or make necessary drainage improvements located within the drainage and utility easement and the Improvements interfere with such maintenance, operation, repair, access or removal, the City shall provide notice to Owner and J & A pursuant to Paragraph 8 of this Agreement. The City's costs of removing the necessary portion of the Improvements in order for the City to exercise its easement rights shall be paid by J & A. J & A shall be responsible for the costs of restoring or reinstalling any of the Improvements that were removed. Any damages to the Improvements resulting from the City's activities shall be borne and assumed by J & A, provided, however, that the City shall be responsible for any damages caused by the negligence or willful misconduct of the City, its officials, employees, contractors and agents.

5. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

6. Owner shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees), arising from or in connection with or caused by any act, omission or negligence of Owner, J & A or their contractors, licensees, invitees, agents, servants or employees in connection with the construction, repair or maintenance of the Improvements. J & A hereby agrees to indemnify, defend and hold Owner harmless from and against any costs, losses, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred in connection with the construction, maintenance, or repair of the Improvements in the Easement Area, unless such costs or damages are directly attributable to Owner's intentional act or negligence. Nothing in this Agreement is a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law.

7. Owner agrees not to suffer or allow any liens, claims, and processes to be placed against the City's rights to or interest in the Encroachment Area as a result of the use of the

Encroachment Area, including, without limitation, any liens for labor or materials provided for the construction, repair, or maintenance of the Improvements.

8. Owner and J & A must construct and maintain the Improvements in a sound manner, as may be reasonably determined by the City Building Official, City Engineer or other designated City official. If the Owner and J & A fail to repair or maintain the Improvements during the term of this Agreement, such limited use granted may be revoked by the City.

9. Required notices to the parties to this Agreement shall be in writing, and shall either be hand delivered or mailed to the following addresses:

- a) As to the City: City of Shakopee
485 Gorman Street South
Shakopee, MN 55379
Attn: City Administrator
- b) As to Owner: Midway Hospitality LLC
Attn: Anwer Kalim
2917 Cougar Path NW
Prior Lake, MN 55372
- c) As to J & A: J & A Financial, LLC
Attn: Richard Hafdal
14187 Shady Beach Trail NE
Prior Lake, MN 55372

10. Nothing contained in this Agreement shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Any claims shall be subject to the City's governmental immunity defenses and the maximum liability limits provided in Minnesota Statutes, Chapter 466, if applicable.

11. Owner and J & A agree that their use of the Encroachment Area is with the City's permission and is not open, continuous, notorious, or any other manner supportive of a claim of adverse possession, prescriptive easement, abandonment, or other entitlement to the Encroachment Area.

[Signatures Appear on Following Pages]

[Signature Page to Encroachment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF SHAKOPEE

By: _____
Matt Lehman

Its: Mayor

By: _____
William H. Reynolds

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Matt Lehman and William H. Reynolds the Mayor and City Administrator, respectively, of the City of Shakopee, Minnesota, a municipal corporation, on behalf of the City.

Notary Public

[Signature Page to Encroachment Agreement]

OWNER

MIDWAY HOSPITALITY LLC,
a Minnesota limited liability company

By: _____
Anwer Kalim, Managing Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Anwer Kalim, the Managing Partner of Midway Hospitality LLC, a Minnesota limited liability company, on behalf of the company.

Notary Seal

[Signature Page to Encroachment Agreement]

J & A FINANCIAL, LLC,
a Minnesota limited liability company

By: _____
Richard Hafdal, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Richard Hafdal, the President of J & A Financial, LLC, a Minnesota limited liability company on behalf of the company.

Notary Seal

This document was drafted by:

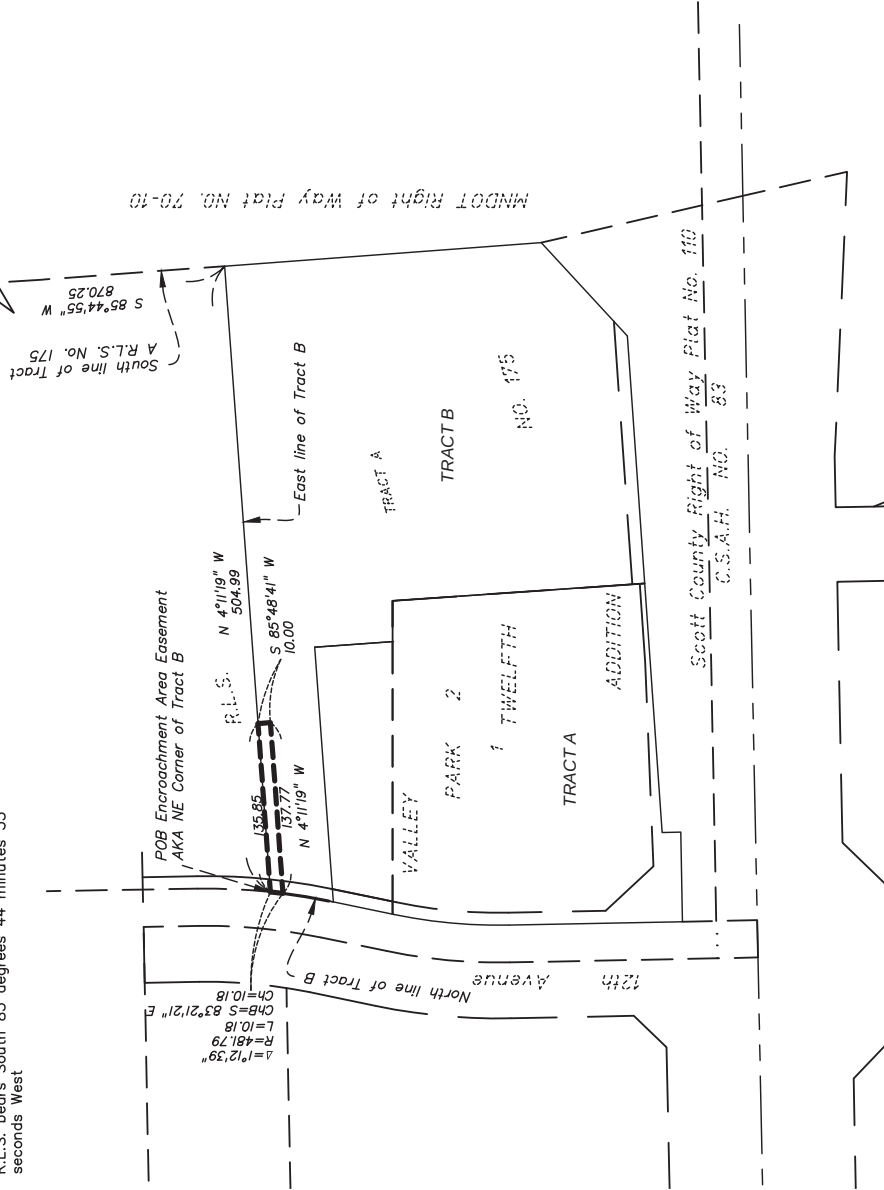
City of Shakopee
485 Gorman Street South
Shakopee, MN 55379
952-233-9300

EXHIBIT A
Encroachment Area

**Part of Tract B, RLS _____, Section 9 Township 115, Range 22
City of Shakopee, Scott County, Minnesota**

SCALE: 1 INCH = 100 FEET

For the purpose of this survey, bearings are based on R.L.S. No. 175. The South line of said R.L.S. bears South 85 degrees 44 minutes 55 seconds West



Proposed Retaining Wall Encroachment Area:
That part of Tract B REGISTERED LAND, SURVEY NO. _____ Scott County, Minnesota described as follows:
Beginning at the northeast corner of said Tract B; thence South 4 degrees 11 minutes 19 seconds East along the east line of said Tract B, a distance of 135.85 feet; thence South 85 degrees 48 minutes 41 seconds West, a distance of 10.00 feet; thence North 4 degrees 11 minutes 19 seconds West, a distance of 137.77 feet to the north line of said Tract B; thence easterly along a curve concave to the north which is also the north line of said Tract B, a distance of 10.18 feet, having a delta of 1 degree 12 minutes 39 seconds, a radius of 481.79 feet, and a chord bearing of South 83 degrees 21 minutes 2 seconds East to the point of beginning.

[illegible]

DATE: _____
DESIGN BY: _____
DRAWN BY: RT
CHECKED BY: CAM
DWG FILE: 22-271.dwg
FILE NO.: 22-0271.00

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: Craig A. Wensmann
 Date: 9/18/24 Lc. No. 47466

**BOGART, PEDERSON
& ASSOCIATES, INC.**
LAND SURVEYING
CIVIL ENGINEERING
MAPPING
10706 FIRST STREET, BECKER, MN 55306-9322
TEL: 763-262-8822 FAX: 763-262-8844

Enroachment Area Exhibit
J&A Financial, LLC
Pt. Tract A, RLS 175
Scott County, Minnesota

SHEET NO.



Shakopee City Council October 1, 2024

6.i

Agenda Item:

2025 Kavira Health Benefit

Prepared by: Christie Rossow, Human Resources Director

Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Approve Kavira Health Benefit contract, as requested

Motion Type:

Simple Majority

Background:

The City recently concluded its annual healthcare benefits renewal process and, like many organizations, is facing significant cost increases. The initial renewal rate increase was 16.7%, based on our last three years of claims and utilization rates.

After a thorough market analysis, including a previous RFP process 2023, the City decided to maintain its relationship with Medica. In conjunction with our insurance brokers, city staff have been researching several ways to help reduce costs. After vetting multiple alternatives staff is recommending adding a new benefit called Kavira, a direct-to-employer healthcare provider, to the City's benefit package.

Kavira offers a unique approach to healthcare, providing virtual care, unlimited house visits, and a wide range of medical services, including prescriptions. Their service area conveniently covers the locations of our employees.

Key Benefits of Kavira:

- Lower Costs: Kavira offers affordable healthcare with \$5 copays.
- Reduced Utilization: By offering accessible and affordable care, Kavira can

help decrease healthcare utilization, leading to lower overall costs in future renewal years. Importantly, all costs associated with Kavira are separate from Medica medical plan, providing additional savings to employees and their families.

- Future Savings: By reducing utilization and potentially negotiating better renewal rates, Kavira could help control long-term healthcare costs.

Recommendation:

Staff recommends approval of the Kavira Health Benefit contract, as requested

Budget Impact:

The cost for Kavira is \$25 per month per enrolled employee. By adding Kavira to our benefits package, the City will secure a 1.7% reduction in our 2025 Medica renewal. While the cost of Kavira will be approximately \$45,900 per year, the 1.7% reduction in the Medica renewal rate (from 16.7% to 15%) will reduce the renewal cost by \$41,058. The overall cost from the reduced renewal rate, plus the additional Kavira benefit would result in an approximate net cost of \$4,842 at current enrollment levels.

Attachments:

[Kavira_City of Shakopee Corporate Agreement_2024.pdf](#)

DIRECT PRIMARY CARE PROGRAM CORPORATE CONTRACT

PARTIES:

Kavira Health, LLC

(“Kavira”)

(“Company”)

RECITALS:

A. Kavira provides routine health care services through its Direct Primary Care (“DPC”) Program, as further described in this DPC Agreement.

B. Company and Kavira are entering into this DPC Agreement to provide access to DPC Program services, as described herein, to eligible Program Members (as defined herein) on the terms and conditions set forth herein.

C. NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, Kavira and Company agree as follows:

ARTICLE 1 OBLIGATIONS OF THE PARTIES

1.1 DPC Program. Kavira offers, through its employed or contracted non-physician health care professionals (“DPC Practitioners”), specified routine health care services via a direct primary care program, as further described in **Exhibit A** to this Agreement (“DPC Program”) in exchange for the monthly membership fees described in Section 1.3 of this Agreement. Beginning on 1/1/2025 (the “Commencement Date”), Kavira agrees to provide DPC Program membership to all of Company’s eligible Program Members at the membership level or levels indicated in **Exhibit B**. “Program Members” means and includes individuals who meet the criteria described in **Exhibit B**.

1.2 Program Members. Company shall provide, via an electronic platform and in a format reasonably requested by Kavira, all information reasonably required by Kavira to accurately and timely determine current Program Members. Company agrees to maintain and update the Program Member list(s) in accordance with **Exhibit B**.

1.3 Membership Fees. Kavira charges a flat monthly membership fee as payment for those DPC Services defined as included in the applicable membership fee, regardless of a member’s utilization during the month. During the term of this Agreement, Company agrees to pay the fees for all Program Members’ membership in the DPC Program in the amounts and in accordance with the payment schedule set forth in **Exhibit B** to this Agreement (“Membership Fees”). The Membership Fees may be modified by Kavira no more often than once every 12 months during the term of this Agreement by providing at least 60 days’ prior written notice to

Company. Some DPC Services are not included in the Membership Fees; these are called “Additional Fee Services” and are described in **Exhibit A**.

1.4 Qualifications; Malpractice Insurance. DPC Practitioners will provide DPC Program services in a competent, efficient, safe and satisfactory manner, consistent with accepted standards of practice for the practitioners’ professions. DPC Practitioners will be duly licensed, certified or registered, as applicable, to provide DPC Program services. Kavira will obtain and maintain malpractice liability insurance covering DPC Practitioners, in amounts no less than the coverage limits typically obtained for such practitioners.

1.5 Health Insurance. The DPC Program **is not insurance and is not a substitute for health insurance or health plan coverage**. The DPC Program consists of limited routine health services as further described in this Agreement. The DPC Program does not include or provide hospitalization, specialty care, surgeries, or any services not personally provided by DPC Practitioners.

1.6 No Insurance Billing. Kavira does not and will not submit a bill to any insurer for any services provided by Kavira to Program Members. If Kavira is mistakenly paid by an insurance plan on behalf of a Program Member, Kavira will return the check to the insurance plan.

1.7 Legal Advice and Compliance. Company acknowledges and agrees that Kavira has not provided, is not providing, and is not responsible for, any tax advice, legal advice, or other advice or recommendations regarding Company’s decision to enter into this Agreement or Company’s implementation of the arrangement described herein. Company acknowledges and agrees that it has and retains all responsibility for compliance with applicable state and federal laws and regulations applicable to it, and for any associated liability.

1.8 Disclosure of Health Information. Kavira and Company agree to comply with all laws regarding the confidentiality of patient health information, including state and federal privacy laws. All health records for Program Members treated by Kavira belong to Kavira. Kavira shall not release identifiable patient health information of Company employees to Company except as required or permitted by applicable state and federal laws.

1.8.1.1 HIPAA Compliance. Specifically, and without limiting the generality of the paragraph above, each party agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and any current and future regulations promulgated thereunder (collectively “HIPAA Requirements”), including without limitation the federal privacy regulations as contained in 45 C.F.R. Part 164, the federal security standards as contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162. Each party shall refrain from any use or further disclosure of any Protected Health Information, as defined in 45 C.F.R. § 164.504, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d, other than as permitted by HIPAA Requirements and the terms of this Agreement.

1.9 Use of Company Name. Company agrees that Kavira may use Company's name and/or logo on Kavira's website and marketing materials during the term of this Agreement. Kavira will discontinue use of Company's name and logo promptly following termination of this Agreement.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. This Agreement will be effective on the day it has been signed by both parties (the "Effective Date") and continue for an initial term ending on the first anniversary of the Commencement Date (defined in Section 1.1), unless sooner terminated in accordance with Section 2.2. Thereafter, this Agreement will renew automatically on the anniversary of the Commencement Date for successive terms of one year each, until terminated in accordance with Section 2.2.

2.2 Termination. This Agreement may be terminated as follows:

2.2.1 By mutual written agreement of the parties.

2.2.2 By either party, effective at the end of the initial term or the end of any renewal term, by providing to the other party at least 60 days' written notice of nonrenewal prior to the end of the term.

2.2.3 By either party, upon written notice to the other, due to the either party's insolvency or bankruptcy.

2.2.4 By either party due to the material breach of the Agreement by the other party, which breach is not cured to the non-breaching party's reasonable satisfaction within 30 days after such party has provided the breaching party with written notice of the breach.

2.3 Effect of Termination. Once notice of termination has been provided, Company will ensure that all Program Members are made aware of the termination of this Agreement. The parties will mutually agree on the content of all communications to Program Members regarding termination of this Agreement. All obligations that by their terms survive the termination of this Agreement shall survive the termination of this Agreement, together with Sections 1.7 and 1.8 of this Agreement.

ARTICLE 3 GENERAL PROVISIONS

3.1 Confidentiality of Agreement. Company shall not disclose the terms or provisions of this Agreement, in whole or in part, without the prior written consent of Kavira, except pursuant to a compulsory legal process (which Company shall resist and give immediate notice of to Kavira) or except to Company's business consultant, attorney and/or accountant provided each such professional has agreed prior to disclosure to maintain in confidence any such

confidential information disclosed to them and to not use such information for any purpose unrelated to this Agreement. This section shall survive termination of this Agreement.

3.2 Indemnification. Each party agrees to indemnify, hold harmless and, at the other party's instruction, defend the other party and its directors, officers, employees, affiliates, successors and assigns from and against any third party claims and charges, and any and all loss, costs, liability, damages, and expense of a third party claim (including, without limitation, reasonable attorneys' fees) which the indemnified party suffers that are directly attributable to (a) a breach of any representation, covenant or agreement of the indemnifying party contained in this Agreement; (b) a violation of applicable federal, state or local laws, rules or regulations by the indemnifying party or any of the indemnifying party's employees or representatives; and/or (c) the negligent or intentional acts or omissions of the indemnifying party; provided that in the event the law would allocate a portion of such liability to the non-indemnifying party because of its own fault, the indemnifying party shall not be required to indemnify for such portion. The indemnified party will notify the other party of any third party claim made against it within 10 days of knowledge of the claim if the indemnified party intends to seek indemnity under this paragraph with respect to such claim. This section shall survive termination of this Agreement.

3.3 Notice. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified or registered mail or courier, with return receipt requested, or sent by secure email with use of a verifiable read-receipt function, to the party for which the notice is intended, at the address set forth in the signature block of this Agreement, or such other address of which a party has provided notice to the other pursuant to this section. The notice shall be deemed given and effective on the date indicated on the return or read receipt.

3.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements relating to the same subject matter. This Agreement may be amended only in a writing signed by both parties, except that Kavira may change the terms hereof without Company's consent (i) if and to the extent necessary to comply with applicable law or regulatory obligations, and (ii) as expressly permitted by the terms of this Agreement.

3.5 Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, the remaining provisions will not be affected. Should a regulatory agency or court demand, as the result of a change in law or policy regarding direct primary care programs, that Kavira return to Company any Membership Fees paid hereunder, Company agrees that Kavira shall be entitled to payment from Company in an amount equal to the reasonable value of the DPC Program services actually rendered to Program Members during the period for which the refunded fees were paid, not to exceed the total fees paid by Company, and that Kavira may offset such amount against the amount to be refunded. This section shall survive termination of this Agreement.

3.6 Binding Effect; Assignment. This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; except that Kavira may assign this Agreement to an affiliated entity.

3.7 Governing Law. This Agreement is made in and shall be construed under the laws of the State of Minnesota.

3.8 Independent Contractor Status. The parties shall at all times be acting and performing as independent contractors. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint venture, partnership, or similar relationship between Kavira and Company or between any DPC Practitioner and Company.

3.9 No Waiver. The failure of either party to complain of any default by the other party hereunder or to enforce any of such party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such party's rights hereunder, including the right to seek monetary damages for a default. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

3.10 Dispute Resolution. Kavira and Company will work together in good faith to resolve any dispute(s) that arise between them relating to this Agreement ("Dispute"). To commence the resolution process, one party shall provide to the other written notice, in reasonable detail, of the Dispute. Within 10 days after receipt of such notice, a meeting will occur between representatives of each party with authority to resolve the issue in Dispute. If the parties are unable to resolve the issue to the parties' mutual satisfaction within a reasonable period of time, either party may submit the Dispute to binding arbitration in Hennepin County, Minnesota before a single arbitrator. If the parties cannot agree on an arbitrator, each party shall select one arbitrator, and the selected arbitrators shall nominate a third arbitrator, who shall act as the sole arbitrator of the Dispute. The parties shall equally share the costs of the arbitrator. Arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the Commercial Dispute Procedures of the American Arbitration Association and Minnesota law. This section shall survive termination of this Agreement.

3.11 Force Majeure. Neither party shall be deemed to have breached this Agreement, nor be held liable for any failure or delay in the performance of any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond the reasonable control of the party, such as natural disasters, pandemic, civil unrest, war, labor shortages, changes in the law, etc. ("Force Majeure Event"). If either party is prevented from, or delayed in, performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other party as soon as reasonably practicable (to be confirmed in writing as soon as reasonably practicable) and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and the performance that is or will be affected. Such party will continue to use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first written above.

Kavira Health, LLC

By: Andrew Headrick

By: _____

Its: CEO

Its: _____

Signed: Andrew Headrick

Signed: _____

Address for delivery of Notices:

Address for delivery of Notices:

1161 Wayzata Blvd E #162

Wayzata, MN 55391

Email address for Notices:

Email address for Notice:

Andrew.headrick@kavira.health

EXHIBIT A

DESCRIPTION OF DPC PROGRAM

The DPC Program provides members with routine primary care services as specified in Kavira's services listings and program overview posted at www.kavirahealth.com/services, as revised by Kavira from time to time ("DPC Services"). DPC Services and the means of accessing DPC Services vary based on the membership level selected. DPC Services will be provided when appropriate and medically indicated based on scientific evidence, sound medical judgment, and relevant professional guidelines. Depending on the membership level, DPC Practitioners provide DPC Services through one or more of the following: text messaging, telehealth visits, other remote means, or house visits (including locations other than a member's residence if mutually agreed). Kavira's days and hours of operation and service availability are posted at www.kavirahealth.com/services. Kavira does not guarantee same day visits.

Certain DPC Services are not included in the Membership Fee, for example, certain screenings, diagnostic tests, labs and specialty labs, and medications, as indicated in Kavira's services listing. These DPC Services may be available from Kavira for an additional fee ("Additional Fee Services").

Any service that is not described in Kavira's services listings and program overview as included in the DPC Program is not a DPC Service (for example, hospital services and care normally provided by a specialist). Without limiting the scope of the prior sentence, DPC Services excludes professional services that DPC Practitioners are not authorized to perform or provide under the laws of the State of Minnesota and services that are not consistent with the training and experience of a primary care provider and/or that cannot be safely and appropriately provided via the DPC Program. Program Members requiring emergency services should call 911.

Additional terms of the DPC Program are set forth in the registration agreement between Kavira and the Program Member.

EXHIBIT B
PROGRAM MEMBERS; PAYMENT

1. **Program Members.**

Program Members are all individuals who meet, and are not excluded by, the following criteria:

- a. Program Members will include all individuals in the following categories, subject to paragraphs 1(b) and 1(c) below.
 - All Company employees that enroll in the medical plan.
 - The spouse (if any) and dependents (if any) of each Company employee who is a Program Member. For purposes of eligibility as a Program Member:
 - (a) “spouse” means an individual to whom the employee is legally married, including partners of the same sex, and shall include an employee’s domestic partner if and to the extent Company makes other employee benefits available on such basis; and (b) “dependents” means children who are eligible as an employee’s dependents for other employee benefits offered by Company, as determined by Company.
- b. Program Members will exclude the following categories of individuals who otherwise qualify as Program Members under paragraph 1(a) above:
 - Employees who do not live in Kavira’s service area; in which case the dependents, if any, of such employees will also be ineligible to be Program Members under this Agreement.
 - The dependents of any Company employees who are not Program Members.
- c. Any individual who otherwise qualifies as a Program Member will be excluded as a Program Member for purposes of this Agreement if one or more of the following circumstances occur, effective as of the date any of the following occur:
 - The individual’s employment by Company has terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).
 - In the case of a spouse or dependent, the employment of the person through whom such individual is eligible under this Agreement is terminated, and Company does not have or no longer has any state or federal continuation of coverage requirement (if applicable).

In the event a Program Member becomes no longer employed with Company, and is disenrolled from the DPC Program, that Member (and his or her spouse/dependents) may continue their membership directly with Kavira at the

Membership Fee applicable under this Agreement, for up to the maximum period required under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and applicable guidance, by re-enrolling into the DPC Program and paying the monthly membership payments directly.

2. **Program Member Listing; Onboarding.**

Within ten (10) days after the Effective Date of this Agreement, or such other date as the parties mutually identify in writing, Company will input all initial Program Members information into the electronic platform identified by Kavira.

Company will ensure that the Program Members listing remains up-to-date from month to month consistent with the qualifications set forth in Section 1 of this Exhibit B. Company will use best efforts to add all newly eligible individuals to and delete any newly ineligible individuals from the listing promptly after becoming aware of the change, indicating the effective date of the change.

Newly eligible individuals will become Program Members as of the date the individual becomes eligible to be a Program Member. Program Member deletions will be effective as of the end of the month in which the individual ceases to meet the eligibility requirements.

Company will assist and cooperate with Kavira to ensure that Program Members are informed about the DPC Program, receive appropriate materials from Kavira, and complete applicable registration activities in a timely manner.

3. **Membership Fees.**

As of the Effective Date, the Membership Fees per Program Member per month or per partial month of membership are the following:

Monthly Membership Fee for each Program Member who is:	
Employee of Company Receiving House Visits	\$25.00
Employee of Company Receiving Telehealth Only Visits	\$10.00
Spouse of an Employee of Company	\$0.00
Dependent of an Employee of Company	\$0.00

Kavira does not offer pro-rated monthly Membership Fees. Accordingly, Company will be charged the full monthly amount of Membership Fees regardless of whether the Program Member joins the DPC Program after the first of the month or disenrolls prior to the end of the month. Membership benefits will continue through the last day of the month in which the termination or dis-enrollment occurs. Company agrees that it will communicate to Program Members the language contained in this paragraph pertaining to continued benefits for dis-enrolled Program Members.

The Membership Fees are subject to change as permitted by the Agreement.

Kavira will not charge or seek to collect directly from any Program Member any Membership Fees that are the obligation of Company hereunder.

4. **Payment Schedule.**

From and after the Commencement Date, Company agrees to pay the Membership Fees on a monthly basis, in advance, for all Program Members. Kavira will invoice Company by the 7th day of each month based on Program Member census data available on or about the 1st day of the month.

Company agrees to pay by the 15th day of each month.

Any discrepancy in Membership Fees paid for a given month as compared to Membership Fees owed for the actual Program Member census in that month due to adjustments made after invoicing will be reconciled and reflected in the invoice for the next month.

5. **Clinic Holiday Closures**

Kavira's clinic is closed, and does not provide care, the following holidays: New Year's day, Martin Luther King day, Presidents Day, Memorial day, Juneteenth, Independence day, Labor day, Columbus day, Veterans day, Thanksgiving, the Friday after Thanksgiving (virtual only 10am-2pm CT) Christmas Eve (Virtual only 10am-2pm CT), Christmas, and New Year's Eve (virtual only 10am-2pm CT). If the holiday falls on a Saturday the preceding Friday will be the observed holiday, if the holiday falls on a Sunday the following Monday will be the observed holiday.

6. **Additional Fee Services**

Program Members who elect to receive Additional Fee Services from Kavira are responsible for paying Kavira directly for such services in accordance with the member registration agreement.



Shakopee City Council
October 1, 2024

7.a

Agenda Item: Legislative Recap by Representative Bakeberg

Prepared by: Lori Hensen, City Clerk

Reviewed by: Lori Hensen, City Clerk

Action to be considered:

None

Motion Type:

Simple Majority

Background:

None

Recommendation:

None

Budget Impact:

None

Attachments:



Shakopee City Council
October 1, 2024

14.b

Agenda Item: Liaison and Administration
Prepared by: Lori Hensen, City Clerk
Reviewed by: Lori Hensen, City Clerk

Action to be considered:

N/A

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Information only

Budget Impact:

N/A

Attachments: