



AGENDA CITY COUNCIL MEETING

**February 2, 2026 - 6:00 PM
City Hall Council Chambers**

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. The mayor will allow for public comments and questions at the appropriate time.

The City Council is provided background information for agenda items in advance by staff and appointed commissions, committees, and boards. Decisions are based on this information, as well as City policy, practices, input from constituents, and a council member's personal judgment.

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Minnesota School Bus Driver Proclamation
 - b. Annual Economic Development Update
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 01/20/2026 City Council Meeting
 - c. Minutes of the 01/17/2026 City Council Retreat
 - d. Contract for Tree Maintenance and Removal Services
 - e. Amendment to the Contract for Public Ash Tree Injection Services
 - f. Contract with Axon Enterprise Inc. for FiRST Center Training Equipment
 - g. State of Minnesota Grant Agreement – FiRST Center
 - h. FiRST Center Capital Membership Agreements
 - i. Resolution Accepting Grant from the AKC Reunite K9 Grant Program
 - j. Contract for Replacement of Galaxie Liquor Store Flooring
 - k. Agreement for Purchase Residential Water Meters
 - l. Agreement with Castle Rock Contracting & Tree Service, LLC for Lake Marion Trail Tree Removals
 - m. Resolution Approving Charitable Gambling for Lakeville Lions Club

City Council Meeting Agenda
February 2, 2026

Page 2

- n. Resolution Approving Appointments to City Council Committees and Inter-Agencies
 - o. Policies 360 Software Service Agreement
 - p. Conditional Use Permit for 19730 Judicial Road
 - q. Conditional Use Permit for 21300 Juniper Way - Lakeville Soccer Club
 - r. Proposal from Lano Equipment, Inc. for Kubota RTVX2C
 - s. Calling Public Hearing on Unpaid Special Charges
7. Action Items
- a. Ordinance Amendment on Licensing Background Checks for Sexually Oriented Businesses and Massage Businesses
 - b. Comprehensive Plan Amendment and Ordinance Amendment - Lennar
8. Unfinished Business
9. New Business
- a. Draft Orderly Annexation Agreement with Eureka Township
10. Announcements
- a. Next City Council Meeting, Tuesday, February 17, 2026
11. Adjourn



Date: 2/2/2026

Minnesota School Bus Driver Proclamation

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 2/2/2026

Check Register Summary

Proposed Action

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

Overview

Checks	328571 - 328668	\$2,193,783.40
ACH/EFT	24176 - 24285	\$2,236,375.60
Total		\$4,430,159.00

The City Council receives a list of expenditures paid (claims detail), which is available to the public upon request. The City serves as the fiscal agent for Lakeville Arenas and Dakota 911 and processes their accounts payable and payments – these amounts are not included in the total above.

Supporting Information

1. 01.27.26 CKSUM-Checks
2. 01.27.26 CKSUM-ACH-EFT
3. Check Register 01.27.26 for February 2, 2026 Council Mtg - ACH-EFT
4. Check Register 01.27.26 for February 2, 2026 Council Mtg - Checks

Financial Impact: \$4,430,159.00 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	194,753.88
3116 2014B REFUNDING BONDS	325.00
3123 2023A PARK REFERENDUM BONDS	162.50
3125 2025A FIRST CENTER	4,094.00
3252 2021B KEOKUK LIQUOR STORE	325.00
3318 2014A IMPROVEMENT BONDS	325.00
3319 2015A IMPROVEMENT BONDS	230.75
3320 2016B IMP BONDS (15-02,16-02, 16-04)	325.00
3321 2017A IMPROVEMENT BONDS	325.00
3322 2018A IMPRV BONDS	325.00
3323 2019A IMPRV BONDS	325.00
3324 2020A IMPRV BONDS	325.00
3325 2022C IMPRV BONDS	325.00
3403 2015A STATE AID STREET BONDS	94.25
3539 2021C STREET RECONSTR BONDS	325.00
3541 2023A STREET RECON BONDS	162.50
4000 BUILDING FUND	1,082,236.44
4100 EQUIPMENT FUND	4,632.91
4125 TECHNOLOGY FUND	7,634.73
4161 ARENAS CAPITAL IMPROVEMENTS	57,307.63
4720 2024A PARK BONDS	120,111.30
5200 STATE AID CONSTRUCTION FUND	230,000.00
7450 ENVIRONMENTAL RESOURCES FUND	10,788.39
7575 STREET LIGHTING FUND	150,884.16
7600 WATER FUND	51,401.45
7700 SEWER FUND	8,283.92
7800 LIQUOR FUND	201,961.53
7900 MUNICIPAL RESERVES FUND	25,077.16
8000 ESCROW FUND	40,715.90
Report Total:	2,193,783.40

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	231,513.68
4000 BUILDING FUND	325,102.85
4161 ARENAS CAPITAL IMPROVEMENTS	5,095.14
4200 PARK DEDICATION FUND	42,369.51
4500 PARK IMPROVEMENT FUND	4,637.12
4710 2023A PARK BONDS	7,334.00
4720 2024A PARK BONDS	271,975.67
5200 STATE AID CONSTRUCTION FUND	588,009.15
5300 PAVEMENT MANAGEMENT FUND	2,685.50
5600 SANITARY SEWER TRUNK FUND	84,991.64
6611 2026 STREET PROJECTS	883.50
7450 ENVIRONMENTAL RESOURCES FUND	20,845.55
7575 STREET LIGHTING FUND	21.73
7600 WATER FUND	27,624.67
7700 SEWER FUND	751.02
7800 LIQUOR FUND	621,474.10
9800 PAYROLL CLEARING FUND	1,060.77
Report Total:	2,236,375.60



MINUTES CITY COUNCIL MEETING

**January 20, 2026 - 6:00 PM
City Hall Council Chambers**

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

Mayor Hellier called the meeting to order at 6:00 p.m.

2. Roll Call

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

Absent: Council Members Bermel

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Alissa Frey, Human Resource Director

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. 2025 Annual Liquor Operations Report

Liquor Operations Director Tana Wold presented the 2025 Annual Report.

6. Consent Agenda

Motion was made by Wolter, seconded by Lee, to approve the following:

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

Absent: Council Member Bermel

- a. Check Register Summary
- b. Minutes of the 01/05/2025 City Council Meeting
- c. Agreement with ECSI to upgrade Access Control at the Police Station
- d. Resolution Accepting Wellness Grant Funding
- e. Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization and Dakota County for Watershed Management Improvements at Jaguar Pond and Outlot D, Airlake 70 First Addition
- f. Agreement Between OptumHealth Care Solutions, LLC and the City of Lakeville for the Fitness Passport Program
- g. Encroachment Agreement with TCLD LF3 Ritter

for Private Improvements in Public Easements

- h. Agreement with RES PYRO for July 4th Fireworks Display
- i. Approve Plans and Specifications and Set a Bid Date For the 214th Street Reconstruction Project
- j. Purchase Agreement from EMI Audio for Grand Prairie Park Grandstand Audio System Equipment and Installation
- k. Professional Services Agreement for a Compensation Study
- l. Professional Services Agreement for Kenrick Avenue Wall Repairs and Area Drainage Improvements
- m. Agreements with Xcel Energy for Streetlight Replacement
- n. North Ryan Second Addition
- o. 2026 Community Development Block Grant Application
- p. Approval of Pay Equity Filing

7. Action Items

None

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. **Next City Council Work Session Monday, January 26, 2026**
- b. **Next City Council Meeting Monday, February 2, 2026**

11. Adjourn

Motion was made by Volk, seconded by Wolter, to adjourn at 6:08 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Lee, Volk, Wolter
Absent: Council Member Bermel

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Hellier, Mayor



MINUTES CITY COUNCIL WORK SESSION

**January 17, 2026 - 9:00 AM
Antlers Park, John Hennen Pavilion**

- 1. Call to order, moment of silence and flag pledge**
Mayor Hellier called the meeting to order at 9:00 a.m.
- 2. Staff Update of Key City Services**
 - a. 2025 3rd Quarter Financial Report**
Administrator Miller gave an overview of the report and recapped how the end of 2025 went.
 - b. 2026 Budget Recap**
Administrator Miller discussed the highlights of the 2026 budget.
 - c. 2026-2030 Capital Improvement Plan**
Administrator Miller gave an update on the projects that will be finishing in the next four years, as well as projects that are scheduled to start.
 - d. Current Residential Development Projects**
Administrator Miller reviewed the year-end report on residential development projects with Council.
 - e. Staffing Update**
Administrator Miller provided Council with a staffing update
- 3. 2026 Schedule/Organizational Items**
 - a. City Council Rules of Procedure**
Council reviewed the City Council Rules of Procedure.
 - b. Meeting formats/locations**
Council has decided to try a new meeting format that would add work session items to the end of each regular council meeting as discussion items and no longer have a separate monthly work session. This new format will be tried starting in February.
 - c. 2026 Committee Assignments**
Councilmembers reviewed existing assignments and agreed to changes, which will be approved at an upcoming council meeting.
 - d. Schedule of Key Items/Events**

Council reviewed the 2026 Schedule of Key Events.

4. City Council Priority Items

a. Council Priority Items Discussion

Administrator Miller guided Council through potential priority items for the upcoming year and Council decided which items they would like to discuss further throughout the year.

5. Lunch/Start-Stop Exercise

Administrator Miller guided Council through a Start-Stop exercise that included items and topics from both staff and councilmembers.

6. Strengths Finder Assessment

HR Director Alyssa Frey and Lieutenant Thor Howe guided Council through the StrengthsFinder Assessment that the councilmembers recently completed. They discussed what the results meant and how they can be applied to increase effective communication and strategic planning amongst the Council.

7. Adjourn

Mayor Hellier adjourned the meeting at 1:00 p.m.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 2/2/2026

Contract for Tree Maintenance and Removal Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Carr's Tree Service, LLC for miscellaneous tree maintenance and removal services.

Overview

Throughout the year, Forestry staff routinely inspects and schedules tree work on public property with a contractor. The most common work includes tree removal due to emerald ash borer and oak wilt as well as the pruning or removal of storm-damaged and poor-conditioned trees growing in natural areas such as outlots, conservation areas, and greenways adjacent to private properties. This work typically involves large or complex tree removals, difficult access, hazardous tree removals, work around utilities, or the need for specialized equipment that the City does not have the ability to complete. Pruning and removal services are also coordinated with other divisions and departments for storm damage response, large tree removal, or specialized pruning in the public right of way and parks.

To streamline work processes and ensure a quick response time, staff determined it would be more efficient to have a pre-negotiated rate for tree removals and pruning work. The designated contractor would provide tree removal and pruning services, and also be the primary contact when soliciting quotes for private property code enforcement for the shade tree epidemic pest control program. The contractor would be committed to prioritizing Lakeville if additional support is needed during a large-scale storm cleanup event with extensive tree damage.

In January 2026, the City solicited proposals for tree removal and pruning services. Two proposals were received and were evaluated based on the fee schedules, experience, and responsiveness of the proposals. Carr's Tree Service met the qualifications and provided the most cost-effective services as summarized in the attached table. Carr's Tree Service has provided tree removal and pruning services for Lakeville under the miscellaneous tree maintenance and removal contract for two years.

Staff recommends approval of the contract. The total anticipated cost of tree removal and pruning services is an estimate based on the average number of trees removed over the last two years plus anticipated pruning and hazard removal costs. Work may occur under this contract and be paid for by other division or department budgets including Streets, Construction Services, Parks, or Environmental Resources.

Supporting Information

1. Contract

2. Quotes

Financial Impact: \$110,000 Budgeted: Yes Source: Forestry Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zachary Jorgensen, City Forester

CONTRACT FOR SERVICES

THIS AGREEMENT made this 2nd day of February 2026, by and between the CITY OF LAKEVILLE, a Minnesota municipal corporation ("City"), and CARR'S TREE SERVICE, INC , a Minnesota corporation, hereinafter referred to as the "Contractor".

THE CITY AND THE CONTRACTOR, FOR THE CONSIDERATION HEREINAFTER STATED, AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services is detailed in the Contract Documents but generally consist of tree removal, pruning, and wood disposal at locations specified by the City. The Contractor agrees to perform the services as detailed in the Contract Documents.

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

- A. This document entitled "Contract for Services".
- B. City Request for Proposal for MISCELLANEOUS TREE MAINTENANCE AND REMOVAL MARCH 2026 THROUGH FEBRUARY 2027 dated January 5th, 2026
- C. Contractor's Proposal dated January 20th, 2026

If there is a conflict among the provisions of the Contract, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

3. OBLIGATIONS OF THE CONTRACTOR.

A. The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

B. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

C. The Contractor shall complete the work no later than February 28th, 2027.

4. PAYMENT.

A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted, which are inclusive of sales tax, as set forth in the Contractor's Proposal. Payment to the Contractor shall be made based on work completed and submission and approval of an invoice.

B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.425, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor

must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.

B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.

C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

8. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission

related to Contractor's professional services required under the contract. Contractor is required to carry the following minimum limits:

\$1,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

The Contractor's insurance must be "Primary and Non-Contributory."

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. A copy of the endorsement must be submitted with the certificate of insurance .

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

9. TERM. The term of this Contract shall be from the effective date of the executed contract to the completion of all work contemplated by this contract or February 28th, 2027, unless sooner terminated as hereinafter provided.

10. SUPPLIES, EQUIPMENT, AND INCIDENTALS. The City and Contractor agree that the Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance of this Contract.

11. SUPERVISION OF CONTRACTOR. The City's designated supervisor will be the City Forester. The City Forester, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Contractor under this Contract. The Contractor will contact the City of Lakeville to supply the dates and the times they will perform work. The City Forester's mailing address is: 20195 Holyoke Avenue, Lakeville,

MN 55044; telephone numbers is: (W) 952-985-2724; email address is zjorgensen@lakevillemn.gov.

12. TERMINATION WITHOUT CAUSE BY CITY. The City reserves the right to terminate Contractor at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipts of the written notice of termination.

13. INDEPENDENT CONTRACTOR. City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Contract for Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

14. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and the Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

CITY: City of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044

CONTRACTOR: Carr's Tree Service
PO Box 250
Ottertail MN 56571

15. WAIVER OF DEFAULT. Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

16. NO ASSIGNMENT OR SUBCONTRACTING. The City and Contractor agree that the services to be rendered by the Contractor under this Contract are unique and personal. Accordingly, the Contractor may not assign or subcontract any of the Contractor's rights or any of the Contractor's duties or obligations under this Contract.

17. INVALIDITY OF PROVISIONS. If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or

unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

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

20. ENTIRE AGREEMENT. This instrument herein contains the entire and only agreement between the parties and no oral statement or representation, or prior written matter not contained in this instrument shall have any force and effect. This Contract shall not be modified in any way except by writing executed by both parties.

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

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

22. WORK HOURS. Working hours shall be restricted to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Changes to those hours must be coordinated with the City.

23. BACKGROUND CHECKS. The City must receive from the Contractor and each Contractor's employee written authorization permitting the City of Lakeville Police Department to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other appropriate employees. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY:

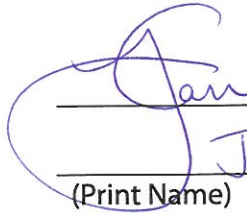
Luke M. Hellier, Mayor

AND

Ann Orlofsky, City Clerk

CONTRACTOR:

BY:

_____
Jacob Carr
(Print Name)

Its:

CED-PRESIDENT

Miscellaneous Tree Maintenance and Remvoal
March 1, 2026 - February 28, 2027

Quotes received January 20, 2026

	Tree Removal: ROW	Tree Removal: Parks, Facilities, Outlots	Total Removal	Stump Treatment	Pruning Routine	Storm Damage/Hazard Pruning and Removal
Carr's Tree Service	\$21,940.00	\$73,000.00	\$94,940.00	\$0.65/inch	\$264.80/hr	\$349.50/hr
Davey Tree Care	\$58,760.00	\$228,625.00	\$287,385.00	\$4.13/inch	\$490.00/hr	\$785.00/hr
SavATree	No proposal submitted					



Date: 2/2/2026

Amendment to the Contract for Public Ash Tree Injection Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve an amendment to the contract with Rainbow Tree Company, DBA Rainbow Treecare, to renew ash tree injection services for 2026 and 2027.

Overview

Emerald ash borer (EAB) was confirmed in Lakville in October 2017 and the City Council approved a comprehensive management plan in 2018. To preserve quality ash trees and allow for the planned removal and replacement of ash in the community forest, an EAB treatment program has been in place since 2018. The contract for ash treatment is a two-year contract with half the public ash trees treated each year. The contract provides both a price-per-diameter inch cost to treat city-owned trees, and a bulk discount program for residents. Currently, 1,400 public ash trees and 4,506 private ash trees are being treated under the program.

The City Council approved a contract with Rainbow Treecare in 2024 for ash tree injection services. The contract allows for an extension for an additional two-years if agreed to in writing. Rainbow Treecare provided a Letter of Interest and updated quote sheet with the per inch treatment pricing remaining unchanged for the 2026-2027 treatment cycle. Public ash tree treatments will remain at \$3.90 per diameter inch. Private ash tree treatments under the bulk discount program will remain at \$7.25 per diameter inch to be scheduled and paid for directly by the property owner.

Staff recommends approval of the amendment to the contract with Rainbow Treecare.

Supporting Information

1. Contract Amendment
2. Rainbow Treecare Letter of Interest

Financial Impact: \$104,929.50 over two years Budgeted: Yes Source: Forestry Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zach Jorgensen, City Forester

AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made this 2nd day of February, 2026 (“Effective Date”) by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **RAINBOW TREE COMPANY, DBA RAINBOW TREECARE**, a Minnesota corporation, hereinafter referred to as the “Contractor”.

RECITALS

A. The parties entered into a Contract for Services dated February 5th, 2024 (“Contract”) for tree injection services;

B. The parties desire to extend the Contract pursuant to the option for extension under the terms of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to Paragraph 2 of the Contract.** Paragraph 2 is hereby amended to read as follows:

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

- A. The Contract
- B. Ash Tree Injection Services Proposal, dated January 8th, 2024 (“RFP”)
- C. Contractor’s Proposal dated January 19, 2024, as amended by Letter of Interest dated December 23, 2025 together with Attachments A and B – Contract Renewal 2026-2027 (“collectively referred to herein as “Contractor’s Proposal”).

If there is a conflict among the provisions of the Contract, the order in which they are listed above shall control in resolving any such conflicts with Contract Document “A” having the first priority and Contract Document “C” having the last priority.

2. **Amendment to Paragraph 4 of the Contract.** Paragraph 4.A. is hereby amended to read as follows:

A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted, which are inclusive of sales tax, as set forth in the Contractor's Proposal. Payment to the Contractor shall be made based on work completed and submission and approval of an invoice.

3. **Amendment to Paragraph 9 of the Contract.** The term of this Contract shall be from the effective date of the executed contract to the completion of all work contemplated by the Contract or October 29th, 2027, unless sooner terminated as hereinafter provided.

4. **Effect of Agreement.** Except as specifically amended by this Amendment, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment as of the day and year first above written.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

RAINBOW TREECARE

DocuSigned by:
Ryan Spencer
By: _____
C8D802E98B08456...

Ryan Spencer

(Print Name)

Its: Municipal Consulting Arborist



December 23, 2025

Zach Jorgensen
City Forester
City of Lakeville
7570 179th St
Lakeville, MN 55044
Sent via e-mail to:
zjorgensen@lakevillemn.gov

Re: Extension of Contract for Services

Dear Mr. Jorgensen:

I am writing to inform you of Rainbow Treecare's interest in extending its 2024 Contract for Services with the City of Lakeville for the 2026 & 2027 seasons. All conditions and pricing will remain unchanged for 2026 & 2027.

Rainbow Treecare has a widespread reputation as Minnesota's premier arboriculture company. No other company in the State can offer our depth of skill, experience, and knowledge of emerald ash borer (EAB). We are fully prepared to maintain our partnership with the City of Lakeville to continue this important project.

Respectfully,

Ryan Spencer
Municipal Consulting Arborist
952-217-9776
rspencer@rainbowtreecare.com



Date: 2/2/2026

Contract with Axon Enterprise Inc. for FiRST Center Training Equipment

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Axon Enterprise Inc. to supply the equipment needed for the virtual reality training room within the FiRST Center.

Overview

The city is finalizing the construction of the FiRST Center, which is scheduled to be fully operational by July 2026. The FiRST Center includes a virtual reality training room that will provide first responders with immersive simulated training to prepare for everyday situations as well as more complex emergency scenarios.

The Police Department obtained several proposals from various vendors and after testing the products, determined the system and equipment from Axon Enterprise Inc. would be the best fit for the FiRST Center. As part of the First Center construction budget, the city included \$200,000 to equip the virtual reality training room. The proposal from Axon Enterprise Inc. includes a cost of \$95,512.72 for the complete system and required equipment.

Supporting Information

1. AXON VR Contract - Signed

Financial Impact: \$95,512.72 **Budgeted:** No **Source:** FiRST Center Construction Budget

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Allyn Kuennen, Assistant City Administrator



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-794130-46045BJ

Issued: 01/23/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 635848

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
FIRST Center Regional Training Facility 7777 214th Street Lakeville, MN 55044 USA	FIRST Center Regional Training Facility - MN 7777 214th Street Lakeville MN 55044 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Jones Phone: (480) 569-7841 Email: brjones@axon.com Fax:	Jason Haider Phone: Email: jhaider@lakevillemn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$95,512.72
ESTIMATED TOTAL W/ TAX	\$95,512.72

Discount Summary

Average Savings Per Year	\$4,781.84
TOTAL SAVINGS	\$23,909.22

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$95,512.72	\$0.00	\$95,512.72
Total	\$95,512.72	\$0.00	\$95,512.72

Quote Unbundled Price:	\$119,421.64
Quote List Price:	\$102,627.64
Quote Subtotal:	\$95,512.72

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
V00023	FULL VR PLAN	15	60	\$44.66	\$26.00	\$26.00	\$23,400.00	\$0.00	\$23,400.00
A la Carte Hardware									
74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	1			\$691.90	\$0.00	\$0.00	\$0.00	\$0.00
20018	AXON TASER - BATTERY PACK - TACTICAL	4			\$117.16	\$0.00	\$0.00	\$0.00	\$0.00
101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	1			\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
100833	AXON VR - CONTROLLER - TASER 7	1			\$1,785.00	\$0.00	\$0.00	\$0.00	\$0.00
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	1			\$86.00	\$86.00	\$86.00	\$0.00	\$86.00
101300	AXON VR - TABLET CASE	3			\$65.00	\$65.00	\$195.00	\$0.00	\$195.00
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	3			\$88.58	\$88.58	\$265.74	\$0.00	\$265.74
100126	AXON VR - TACTICAL BAG	3			\$138.00	\$138.00	\$414.00	\$0.00	\$414.00
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2			\$324.00	\$324.00	\$648.00	\$0.00	\$648.00
100122	AXON VR - HEADSET - BATTERY	8			\$100.00	\$100.00	\$800.00	\$0.00	\$800.00
100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	8			\$119.00	\$119.00	\$952.00	\$0.00	\$952.00
101294	AXON VR - TABLET	3			\$1,395.00	\$1,395.00	\$4,185.00	\$0.00	\$4,185.00
100210	AXON VR - TAP REFRESH 1 - TABLET	3			\$1,578.00	\$1,578.00	\$4,734.00	\$0.00	\$4,734.00
100748	AXON VR - CONTROLLER - TASER 10	3			\$1,785.00	\$1,785.00	\$5,355.00	\$0.00	\$5,355.00
100832	AXON VR - CONTROLLER - HANDGUN VR19H	3			\$1,900.00	\$1,900.00	\$5,700.00	\$0.00	\$5,700.00
101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	3			\$1,931.00	\$1,931.00	\$5,793.00	\$0.00	\$5,793.00
101751	AXON VR - HEADSET - HTC FOCUS VISION	3			\$1,993.00	\$1,993.00	\$5,979.00	\$0.00	\$5,979.00
101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	3			\$2,054.00	\$2,054.00	\$6,162.00	\$0.00	\$6,162.00
20373	AXON VR - TAP REFRESH 1 - HEADSET	3			\$2,156.00	\$2,156.00	\$6,468.00	\$0.00	\$6,468.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	2			\$5,499.00	\$5,499.00	\$10,998.00	\$0.00	\$10,998.00
A la Carte Services									
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	49		\$0.53	\$0.00	\$0.00	\$0.00	\$0.00
101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	49		\$9.50	\$0.00	\$0.00	\$0.00	\$0.00
100213	AXON VR - EXT WARRANTY - TABLET	3	49		\$4.46	\$4.46	\$655.62	\$0.00	\$655.62
101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	3	49		\$9.50	\$9.50	\$1,396.50	\$0.00	\$1,396.50
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	49		\$10.11	\$10.11	\$1,486.17	\$0.00	\$1,486.17
100197	AXON VR - EXT WARRANTY - HEADSET	3	49		\$6.63	\$6.63	\$974.61	\$0.00	\$974.61
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	49		\$90.46	\$90.46	\$8,865.08	\$0.00	\$8,865.08
Total							\$95,512.72	\$0.00	\$95,512.72

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
FULL VR PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	06/01/2026
FULL VR PLAN	100126	AXON VR - TACTICAL BAG	1	1	06/01/2026
FULL VR PLAN	100748	AXON VR - CONTROLLER - TASER 10	1	1	06/01/2026
FULL VR PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	06/01/2026
FULL VR PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	06/01/2026
FULL VR PLAN	101294	AXON VR - TABLET	1	1	06/01/2026
FULL VR PLAN	101300	AXON VR - TABLET CASE	1	1	06/01/2026
FULL VR PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	06/01/2026
FULL VR PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	06/01/2026
A la Carte	100122	AXON VR - HEADSET - BATTERY	8	1	06/01/2026
A la Carte	100126	AXON VR - TACTICAL BAG	3	1	06/01/2026
A la Carte	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	3	1	06/01/2026
A la Carte	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	1	1	06/01/2026
A la Carte	100748	AXON VR - CONTROLLER - TASER 10	3	1	06/01/2026
A la Carte	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	8	1	06/01/2026
A la Carte	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	06/01/2026
A la Carte	100833	AXON VR - CONTROLLER - TASER 7	1	1	06/01/2026
A la Carte	101294	AXON VR - TABLET	3	1	06/01/2026
A la Carte	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	1	1	06/01/2026
A la Carte	101300	AXON VR - TABLET CASE	3	1	06/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	1	06/01/2026
A la Carte	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	1	06/01/2026
A la Carte	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	06/01/2026
A la Carte	74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	1	1	06/01/2026
FULL VR PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	12/01/2028
FULL VR PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	12/01/2028
FULL VR PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	12/01/2028
FULL VR PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	12/01/2028
A la Carte	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	12/01/2028
A la Carte	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	3	1	12/01/2028
A la Carte	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	3	1	12/01/2028
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	1	12/01/2028
A la Carte	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FULL VR PLAN	20370	AXON VR - USER ACCESS - FULL VR	15	07/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FULL VR PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	1	06/01/2027	06/30/2031
FULL VR PLAN	100213	AXON VR - EXT WARRANTY - TABLET	1	06/01/2027	06/30/2031
FULL VR PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	06/01/2027	06/30/2031
FULL VR PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	06/01/2027	06/30/2031
A la Carte	100197	AXON VR - EXT WARRANTY - HEADSET	3	06/01/2027	06/30/2031
A la Carte	100213	AXON VR - EXT WARRANTY - TABLET	3	06/01/2027	06/30/2031
A la Carte	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	3	06/01/2027	06/30/2031
A la Carte	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	06/01/2027	06/30/2031
A la Carte	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	06/01/2027	06/30/2031
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	06/01/2027	06/30/2031
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	06/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7777 214th Street	Lakeville	MN	55044	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100122	AXON VR - HEADSET - BATTERY	8	\$800.00	\$0.00	\$800.00
Year 1	100126	AXON VR - TACTICAL BAG	3	\$414.00	\$0.00	\$414.00
Year 1	100197	AXON VR - EXT WARRANTY - HEADSET	3	\$974.61	\$0.00	\$974.61
Year 1	100210	AXON VR - TAP REFRESH 1 - TABLET	3	\$4,734.00	\$0.00	\$4,734.00
Year 1	100213	AXON VR - EXT WARRANTY - TABLET	3	\$655.62	\$0.00	\$655.62
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	3	\$265.74	\$0.00	\$265.74
Year 1	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	1	\$86.00	\$0.00	\$86.00
Year 1	100748	AXON VR - CONTROLLER - TASER 10	3	\$5,355.00	\$0.00	\$5,355.00
Year 1	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	8	\$952.00	\$0.00	\$952.00
Year 1	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	\$5,700.00	\$0.00	\$5,700.00
Year 1	100833	AXON VR - CONTROLLER - TASER 7	1	\$0.00	\$0.00	\$0.00
Year 1	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 1	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	3	\$1,396.50	\$0.00	\$1,396.50
Year 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	\$1,486.17	\$0.00	\$1,486.17
Year 1	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	3	\$6,162.00	\$0.00	\$6,162.00
Year 1	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	3	\$5,793.00	\$0.00	\$5,793.00
Year 1	101294	AXON VR - TABLET	3	\$4,185.00	\$0.00	\$4,185.00
Year 1	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	1	\$0.00	\$0.00	\$0.00
Year 1	101300	AXON VR - TABLET CASE	3	\$195.00	\$0.00	\$195.00
Year 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$10,998.00	\$0.00	\$10,998.00
Year 1	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	\$5,979.00	\$0.00	\$5,979.00
Year 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$648.00	\$0.00	\$648.00
Year 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$8,865.08	\$0.00	\$8,865.08
Year 1	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	4	\$0.00	\$0.00	\$0.00
Year 1	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	\$6,468.00	\$0.00	\$6,468.00
Year 1	74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	1	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	\$0.00	\$0.00	\$0.00
Year 1	V00023	FULL VR PLAN	15	\$23,400.00	\$0.00	\$23,400.00
Total				\$95,512.72	\$0.00	\$95,512.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

1-23-26
Signature

1-23-26
Date Signed

1/23/2026



Signature
Luke M. Hellier, Mayor

Date Signed

Signature
Ann Orlofsky, City Clerk

Date Signed





Date: 2/2/2026

State of Minnesota Grant Agreement – FiRST Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve a grant agreement with the State of Minnesota in the amount of \$7.170 million to assist with the construction of the FiRST Center.

Overview

A regional public safety training facility does not currently exist for use by public safety personnel in the south metro area and adjacent cities and counties. A regional training facility will help ensure our safety personnel have the highest degree of training possible to serve the public. The Minnesota Legislature has clearly stated that public safety personnel need to be better trained and equipped to respond to the growing demands placed on them. Public safety personnel often use local businesses, schools and vacant facilities as temporary training sites since there is not a permanent site that fits all the training and classroom needs. A permanent, dedicated site within Dakota County, available to all jurisdictions within the south metro and Greater Minnesota area, will improve the ability to consistently and routinely train public safety employees, as well as maintain certifications.

Construction of the FiRST Center began in early 2025 and is scheduled to be completed by July of 2026. \$7.170 million of the FiRST Center's construction costs is being funded through a grant from the State of Minnesota. Attached is the standard State of Minnesota Grant Agreement to accept the funds.

Supporting Information

1. GF Construction Agreement Lakeville - Final Version

Financial Impact: \$N/A Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator
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General Fund

Grant Agreement – Construction Grant

for the

Lakeville Regional Public Safety

Training Center

Project

TABLE OF CONTENTS

RECITALS	1
Article I - Definitions	1
Section 1.01 Defined Terms	1
Article II - GRANT	3
Section 2.01 Grant of Monies	3
Section 2.02 Use of Grant Proceeds	3
Section 2.03 Operation of the Real Property and Facility	3
Section 2.04 Grant Recipient Representations and Warranties	4
Section 2.05 Event(s) of Default	7
Section 2.06 Remedies.....	7
Section 2.07 Notification of Event of Default	8
Section 2.08 Term of Grant Agreement	8
Section 2.09 Modification and/or Early Termination of Grant	8
Section 2.10 Effect of Event of Default.....	9
Section 2.11 Excess Funds	9
Article III - USE AND SALE	9
Section 3.01 Use Contracts.....	9
Section 3.02 Sale	10
Section 3.03 Proceeds of a Sale.....	10
Article IV - DISBURSEMENT OF GRANT PROCEEDS	11
Section 4.01 The Advances	11
Section 4.02 Draw Requisitions	11
Section 4.03 Additional Funds from Grant Recipient	12
Section 4.04 Conditions Precedent to Any Advance.....	12
Section 4.05 Construction Inspections	15
Article V - MISCELLANEOUS	15
Section 5.01 Insurance.....	15
Section 5.02 Condemnation.....	16
Section 5.03. Use, Maintenance, Repair and Alterations	16
Section 5.04 Records Keeping and Reporting	17
Section 5.05 Inspection of Facility After Completion.....	17
Section 5.06 Data Practices	17
Section 5.07 Non-Discrimination	18
Section 5.08 Worker's Compensation	18
Section 5.09 Antitrust Claims.....	18
Section 5.10 Review of Plans and Cost Estimates	18
Section 5.11 Prevailing Wages	20
Section 5.12 Liability.....	20
Section 5.13 Indemnification by the Grant Recipient	20

Section 5.14	Relationship of the Parties	21
Section 5.15	Notices	21
Section 5.16	Binding Effect and Assignment or Modification.....	22
Section 5.17	Waiver.....	22
Section 5.18	Entire Agreement.....	22
Section 5.19	Choice of Law and Venue	22
Section 5.20	Severability	22
Section 5.21	Time of Essence.....	23
Section 5.22	Counterparts.....	23
Section 5.23	Matching Funds	23
Section 5.24	Source and Use of Funds	23
Section 5.25	Project Completion Schedule	24
Section 5.26	Third-Party Beneficiary	24
Section 5.27	Applicability to Real Property and Facility	24
Section 5.28	E-Verification	24
Section 5.29	Additional Requirements	25
Attachment I - DECLARATION		27
Attachment II - LEGAL DESCRIPTION		29
Attachment III - SOURCE AND USE OF FUNDS FOR THE PROJECT		30
Attachment IV - PROJECT COMPLETION SCHEDULE		31

General Fund
Grant Agreement - Construction Grant
for the
Lakeville Regional Public Safety Training Center
Project

THIS AGREEMENT shall be effective as of August 14, 2025, and is between City of Lakeville, a Statutory City, Plan A (the “Grant Recipient”), and the Minnesota Department of Public Safety (the “State Entity”).

RECITALS

A. Under the provisions contained in Minnesota Laws of 2023 Chapter 72, Article 2, Section 6, the State of Minnesota has allocated \$7,170,000, which is to be given to the Grant Recipient as a grant to assist it in the renovation and demolition of the existing building at the Project site and to design, construction, furnishing, and equipping the renovation of an existing building for a new regional public safety training center in Lakeville to provide training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties. The facility will include physical and virtual training areas, tactical training rooms, a firing range, classrooms, and meeting areas; and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I - Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center Project.

“Architect”, if any – means Leo A. Daly, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means February 28, 2026, the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means Lakeville Regional Public Safety Training Center, which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$ 7,170.000.

“Grant Recipient” - means the City of Lakeville, a Statutory City – Plan A.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Dakota, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Department of Public Safety.

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Use” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

Article II - GRANT

Section 2.01 Grant of Monies. The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

Section 2.02 Use of Grant Proceeds. The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property;
- ☐ Acquisition of a leasehold interest in the Real Property;
- ☐ Acquisition of an easement on the Real Property;
- ☐ Improvement of the Real Property;
- ☐ Acquisition of the Facility;
- ☐ Improvement of the Facility;
- ☒ Renovation or rehabilitation of the Facility;
- ☒ Construction of the Facility; or
- ☒ Design, construction, furnishing, and equipping of the Facility.

Section 2.03 Operation of the Real Property and Facility. The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as Lakeville Regional Public Safety Training Center, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Uses to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the provisions contained in Section 3.01.

The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 Grant Recipient Representations and Warranties. The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

E. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

☒ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility:

☒ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. The Useful Life of the Real Property and, if applicable, Facility is 50 years.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever

documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before December 31, 2027, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 Excess Funds. If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III - USE AND SALE

Section 3.01 Use Contracts. Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Grant Recipient, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

Section 3.02 Sale. The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

A. The Grant Recipient determines, by official action, that it is no longer usable or needed as Lakeville Regional Public Safety Training Center.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

Article IV - DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions

contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.23 that have been disbursed})$$

Formula #2

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly

inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

Section 4.03 Additional Funds from Grant Recipient. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 4.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all

additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 4.05 Construction Inspections. The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article V - MISCELLANEOUS

Section 5.01 Insurance. The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or

partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein. At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 5.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 5.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, without written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 5.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 5.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 5.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Worker's Compensation. The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 5.09 Antitrust Claims. The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.10 Review of Plans and Cost Estimates. The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to

complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local

government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 5.11 Prevailing Wages. The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 5.12 Liability. The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

Section 5.13 Indemnification by the Grant Recipient. The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044
Attention: Assistant City Administrator (Allyn Kuennen)

To the State Entity at:
Department of Public Safety
445 Minnesota Street Suite 126
St Paul, MN 55101
Attention: Agency Grants Director

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.

St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 Waiver. Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 5.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 Matching Funds. The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project: None

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 5.24 Source and Use of Funds. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a User under a Use Contract.

Section 5.25 Project Completion Schedule. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.26 Third-Party Beneficiary. The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 5.27 Applicability to Real Property and Facility. This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 5.28 E-Verification. The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 5.29 Additional Requirements. The Grant Recipient and the State Entity agree to comply with the following additional requirements: None.

American-Made Steel. Minnesota Laws 2014, Chapter 295, Section 21 (the "Act"), requires public entities receiving an appropriation of public money for a project in that Act to ensure those facilities are built with American-made steel, to the extent practicable. The Grant Recipient shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Lakeville Regional Public Safety Training Center Project on the day and date indicated immediately below their respective signatures.

GRANT RECIPIENT:

City of Lakeville,
a Statutory City, Plan A

By: _____

 Luke M. Hellier

Its:	Mayor
------	-------

And: _____
Ann Orlofsky

Its: _____ City Clerk

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Public Safety,

By: Shawn Kremer

Its: Fiscal and Administrative Services Division Director

Dated: _____, _____

**Attachment I -
DECLARATION**

The undersigned has the following interest in the real property legally described in Exhibit A attached hereto and all facilities situated thereon (the "Restricted Property"):

(Check the appropriate box.)

☒ a fee simple title

☐ a lease

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions and encumbrances contained in the "General Fund Grant Agreement Construction Grant for the FiRST Center Project" dated _____, 20__, between the Minnesota Department of Public Safety and the City of Lakeville. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement, at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner Minnesota Department of Public Safety , and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

CITY OF LAKEVILLE
(Borrower name)

By: _____
Luke M. Hellier, Mayor

And: _____

 Ann Orlofsky

Dated: _____

[illegible]

This forgoing instrument was acknowledged before me this ____ day of _____, 20____, by Luke M. Hellier the Mayor, and Ann Orlofsky, the City Clerk, respectively, of the City of Lakeville, a Minnesota municipal corporation.

Notary Public

This Declaration was drafted by:

Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

The North 198.34 feet of the south 858.34 feet of the West 988.98 feet of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty-three (33), Township One Hundred Fourteen (114), Range Twenty (20), excepting therefrom the West 330.00 feet thereof.

**Attachment II -
LEGAL DESCRIPTION**

The North 198.34 feet of the south 858.34 feet of the West 988.98 feet of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty-three (33), Township One Hundred Fourteen (114), Range Twenty (20), excepting therefrom the West 330.00 feet thereof.

**Attachment III -
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State Funds		Ownership Acquisition and Other Items Paid for with Grant Funds	
General Fund Capita Grant	\$ 7,170,000		
Other State Funds		Purchase of Ownership Interest	\$ _____
	\$ _____	Other Items of a Capital Nature:	
	\$ _____	Design	\$ 1,472,456
Subtotal	\$ 7,170,000	Construction	\$ 5,697,544
			\$ _____
Matching Funds		Subtotal	\$ 7,170,000
	\$ _____		
	\$ _____	Items Paid for with Non-Grant Funds	
Subtotal	\$ _____	Construction	\$ 16,778,710
Other Grant Recipient Funds		Furnishings & Equip	\$ 1,813,898
Federal Grant	\$ 800,000	Subtotal	\$ 18,592,608
Subtotal	\$800,000		
Loans			
	\$ _____		
Subtotal	\$ _____		
Other Funds			
Lakeville GO Bonds	\$ 17,792,608		
	\$ _____		
Subtotal	\$ 17,792,608		
Prepaid Project Expenses			
	\$ _____		
	\$ _____		
Subtotal	\$ _____		
TOTAL FUNDS	\$ 25,762,608	TOTAL PROJECT COSTS	\$25,762,608

**Attachment IV -
PROJECT COMPLETION SCHEDULE**

«2

Phase 2:

Schematic Design; December 13 – April 1, 2024

Design Development, April 3, 2024 – August 5, 2024

Construction Documents, August 7, 2024 – December 16, 2024

Bidding; on or about January 6, 2025

Construction Administration; on or about February 3, 2025 through February 1, 2026

Project Close out; on or about February 28, 2026



Date: 2/2/2026

FiRST Center Capital Membership Agreements

Proposed Action

Staff recommends adoption of the following motion: Move to approve the FiRST Center Capital Membership Agreements

Overview

The FiRST Center offers a Capital Membership for government entities. The purchase of this membership entitles the member of the government entity with preferred scheduling, pricing and other benefits. The below government entities are desiring to purchase a Capital Membership:

- City of Farmington, MN
- City of Apple Valley, MN
- City of Northfield, MN
- City of Elko New Market, MN

These agreements will help solidify the financial status of the FiRST Center, as well as fulfill our pledge that this is truly a regional facility that will benefit first responders throughout the south metro.

Supporting Information

1. FiRST Center Capital ELKO NEW MARKET
2. FiRST Center Contract NORTHFIELD
3. FiRST Center Capital FARMINGTON
4. FiRST Center Capital APPLE VALLEY

Financial Impact: \$10,000 Initiation fee per agency \$1,1100 / Each sworn peace officer annually Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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FIRST CENTER CAPITAL MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is made and entered into as of the 21st day of January, 2026 by and between CITY OF LAKEVILLE, a Minnesota municipal corporation ("Lakeville") and CITY OF ELKO NEW MARKET, a Minnesota Municipal Corporation on behalf of its [police department/law enforcement agency] ("Department") (each sometimes hereinafter called "party," and both sometimes collectively called "parties").

Recitals

- A. Lakeville owns and operates FiRST Center, a training facility designed for use by public safety first responders ("FiRST Center"). FiRST Center is located at 7777 – 214th Street, Lakeville, MN 55044.
- B. The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the "Grant"). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties.
- B. FiRST Center includes a variety of separate training spaces, each of which Lakeville makes available for rental. FiRST Center is intended primarily for use by law enforcement agencies and sworn peace officers, but portions of the facility are available for use by non-law enforcement governmental agencies.
- C. Lakeville offers two levels of memberships to governmental entities: Capital Membership and Preferred Membership. The purchase of a membership entitles the member government entity with preferred scheduling, pricing and other benefits.
- D. Department desires to purchase a membership in FiRST Center at the Capital Membership level.
- E. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59.

Capital Membership Terms and Conditions

- 1. **Term of Agreement; Termination.** This Agreement is effective as of the date written above and has a term of ten (10) years. Department may terminate this Agreement early by providing written notice to Lakeville of its intent to terminate, not less than 12 months in advance of the effective date of termination; provided: (1) no termination may be effective within the first five (5) years of this Agreement; and (2) the annual membership fee for 12 months preceding the early termination date will be 100% of the amount required by section 4(b) of this Agreement. Lakeville may terminate this Agreement if: (a) there is a material default by

Member that remains uncured after 30 days' written notice from Lakeville to Member or (b) the specific purpose for which the Grant was allocated is terminated or changed.

2. **Definitions.** For purposes of this Agreement, the terms below have the meanings ascribed to them:

"Capital Member" means any government entity that has purchased a membership for its law enforcement agency at the Capital Membership level. All references to "Capital Member" in this Agreement include the Department.

"Department" means the police department or other law enforcement agency of the government entity identified above.

"Space" means any of the individual spaces described in section 5 of this Agreement, any two or more of which are collectively referred to as "Spaces."

"General Schedule" means the schedule of normal operating hours for FiRST Center, during which non-member law enforcement agencies, non-member governmental entities, and members of the public may reserve FiRST Center Spaces.

"Preferred Member" means the law enforcement agency of any government entity that has purchased a membership at the Preferred Membership level.

"Authorized Agency Representatives" or "AARs" are those employees designated by Department to oversee Users' use of the Center, as provided in section 3(b) of this Agreement.

"Users" means every sworn peace officer who is an employee of Department and those non-sworn employees of the Department as authorized by the Department's chief law enforcement officer, each of whom is a "User."

3. **Roster of Users; Authorized Agency Representatives; Responsibilities.**

- a. This Agreement allows Users to access the Center outside of normal business hours. The parties agree that, for the security of the Center and all persons using the Center, it is essential that Department provide Lakeville with a roster of all Users in its employ and maintain that roster as current by promptly notifying Lakeville of any changes in the roster. When possible, Department must notify Lakeville at least three business days in advance of the date that a User will separate from employment with Department; and in all other cases Department must notify Lakeville as soon as practicable of the User's separation from employment.
- b. Department must designate one or more AARs who will coordinate the use of the Center by Department and its Users. At least one AAR must be present in each space(s) when Department or any of its Users accesses the Facility in the absence of FiRST Center Staff, whether during or after normal operating hours. Lakeville

will provide each AAR with mandatory orientation and instruction on the Center and its operations. Lakeville will provide each AAR with a key fob for access to the Center, to be used only by the AAR. AARs are prohibited from sharing the key fob with any other person. Only AARs may reserve Spaces for use by the Department or Users.

c. AARs have the following responsibilities:

- (1) Providing each User with a copy of the rules and regulations issued by Lakeville for the use of FiRST Center, prior to the User's use of the FiRST Center.
- (2) Obtaining each User's signature on a liability waiver form issued by Lakeville, prior to the User's first use of the FiRST Center. AARs must provide the original executed waiver form to the FiRST Center manager, and must maintain a copy for Member's use.
- (3) Each AAR shall be responsible for ensuring that all Spaces used by the Department or its Users are properly cleaned and reset after each use. This includes removal of trash/brass/debris, sanitization of surfaces, floors, and equipment, and restoration of the Space to its original condition. Lakeville will provide each AAR with training on the use of cleaning equipment and procedures. AARs must follow all cleaning protocols as instructed by the Lakeville FiRST Center Manager.

4. **Membership Fees.** Department agrees to pay the following membership fees:

- a. Initiation fee. Within thirty (30) days after the date of this Agreement, Department agrees to pay Lakeville a one-time, nonrefundable initiation fee of Ten Thousand and No/100ths Dollars (\$10,000.00).
- b. Annual membership fees. Department agrees to pay an annual membership fee to Lakeville equal to One Thousand One Hundred and No/100ths Dollars (\$1,100.00) for each sworn peace officer that the Department is authorized to employ at the time payment is made, regardless of whether all authorized positions are filled. There are no mid-year adjustments to annual membership fees, regardless of whether the Department's authorized roster increases or decreases.
 - (1) Every payment of annual membership fees must be accompanied by verification of the Department's authorized number of sworn officers and a current roster of all Users for the Department.
 - (2) The initial payment of membership fees is due within thirty (30) days of the date of this Agreement, and the fees shall be prorated for any partial calendar year. Payments for subsequent calendar years are due on or before January 5 of the

calendar year to which the payment will apply. The payment for the last calendar year of this Agreement shall be prorated to the termination date.

- (3) The per-User rate of \$1,100.00 will automatically increase by a percentage as provided in this clause, as of the anniversary date of this Agreement, and the annual payments must reflect the price adjustment for the applicable portion of each calendar year. For the second through fifth years of this Agreement, the annual increase will be three percent (3%); for the sixth through tenth years of this Agreement, the annual increase will be determined by Lakeville and will be not less than three percent (3%) and not more than five percent (5%). Lakeville will provide Member with notice of rate changes by August 1 of the year preceding the effective date of the rate change.

- c. In consideration of the initial fee and the annual membership fee, Department is entitled to priority scheduling of Spaces in accordance with section 6 of this Agreement, at no additional charge.

5. **Available Spaces and Use Segments.** The following Spaces within FiRST Center are available for use by Department as provided in this Agreement:

- a. 12-Lane, 50-yard gun range ("50-yard Range"). The 50-Yard Range is intended for use primarily by law enforcement agencies and their sworn peace officer employees. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 50-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- b. 6-Lane, 25-yard gun range ("25-yard Range"). The 25-Yard Range is intended for use by law enforcement agencies and members of the general public. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 25-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- c. Two rooms are available for classroom training, each of which can accommodate up to 57 persons, or when combined, up to 114 persons (collectively, the "Classrooms," and individually, a "Classroom"). The Classrooms are intended for use by law enforcement agencies, non-law-enforcement governmental entities, and members of the general public. They are available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members, and Preferred Members in accordance with

Section 6 below. During the priority scheduling period, Capital Members shall be allotted 2.0 hours per authorized sworn officer per calendar year. A Classroom may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours. When both Classrooms are reserved concurrently, each Classroom will count separately toward the total allotted hours (i.e., one hour per Classroom).

- d. Defensive Tactics/Mats room ("Mats Room"). The Mats Room is 1,503 square feet in size with wall pads and floor mats. The Mats Room is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The Mats Room may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- e. Virtual reality training area ("VR Area"). The VR Training Area is a purpose-built environment designed to immerse officers in realistic, scenario-based training through the use of cutting-edge virtual reality technology. The VR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.0 hours per authorized sworn officer per calendar year. The VR Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- f. Indoor reality-based training area and outdoor training area ("IR Area"). The IR Area is a two-story reality-based training space featuring flexible wall systems that simulate a variety of commercial and residential environments, with customizable lighting and sound options. The IR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The IR-Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.

6. **Priority Scheduling.** Lakeville will make FiRST Center Spaces available for priority reservation by the Lakeville Police and Fire Departments, Capital Members and Preferred

Members, as provided in this section. Lakeville will follow the process described below during the entire term of this Agreement but may modify the specified dates for the first calendar year of the Center's operation, which is expected to be a partial calendar year.

- a. No later than November 1 of each year, each Capital Member must notify Lakeville of its requested priority reservation times and dates for each Space.
- b. Lakeville staff shall review the schedules requested by all Capital Members and shall work in good faith with the law enforcement agencies of all Capital Members to resolve any scheduling conflicts. Each Capital Member agrees to work promptly and in good faith with Lakeville staff and any Capital Members to resolve scheduling conflicts.
- c. Lakeville, in its sole discretion, shall make a scheduling determination for any unresolved scheduling conflicts among Capital Members by December 1 of each year and shall notify Capital Members of the schedule.
- d. After the schedule for Capital Members is determined, Lakeville will follow a similar process for Preferred Member reservations. After the schedule for Preferred Members is determined and prior to the next calendar year, Lakeville will release the General Schedule for the FiRST Center for the upcoming calendar year.

7. **Use in Addition to Priority Scheduling.** In addition to the Department's priority reservations, the Department is allowed to use FiRST Center Spaces as follows:

- a. Subject to paragraph (c) of this section, any of Department's AARs may reserve any of the Spaces from the General Schedule or after normal operating hours for use by the Department, with no limitation on the number of hours, and at no additional cost to Department. All reservations made under this provision are subject to the provisions of section 8 of this Agreement.
- b. Based on availability, any of Department's AARs may make reservations from the General Schedule or after normal operating hours for use by an individual User of a lane at the 25-Yard Range or 50 Yard Range, with no limitation on the number of hours, and at no additional cost to Department. Reservations made from the General Schedule under this provision are subject to the provisions of section 8 of this Agreement, but after-hours reservations made under this provision are not subject to section 8.
- c. Reservations under this section may be made no more than fourteen (14) calendar days in advance of the reservation date and are subject to availability. The Center's facility manager may waive the fourteen-day limitation when the manager determines it is in the FiRST Center's interest.

8. **Unused Reservations.** Department may not assign or sublet its reservations to anyone. Department may return reserved Spaces and, subject to availability, reschedule by providing 30 days' advanced written notice to Lakeville prior to the scheduled reservation. Department agrees to pay a fee equal to one-half the normal rental rate for the rescheduled time. If Department fails to provide the required notice and fails to use a reserved Space, Department agrees to pay Lakeville for the unused reservation at the established rental rate for the unused Space(s). In its sole discretion, Lakeville may waive the provisions of this paragraph for reservations that are cancelled due to a public safety emergency.

9. **Storage.** Department will be provided with dedicated storage space at FiRST Center for Department's ammunition and related supplies.

10. **Rules and Regulations.** Lakeville may issue rules and regulations related to the use of FiRST Center. Member is responsible for ensuring that its officials, employees, volunteers, members, guests and invitees comply with FiRST Center's rules and regulations and applicable city ordinances and state and federal laws while using FiRST Center.

10. **Insurance.** Lakeville and Member each agree to maintain comprehensive liability insurance, or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. Member agrees to maintain workers' compensation coverage as required by law for all employees using the FiRST Center.

11. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Minnesota State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq., and other applicable law.

- a. **Waiver and assumption of risk.** Member understands and acknowledges the risk and hazards associated with using FiRST Center and hereby assumes any and all risks and hazards associated therewith. Member agrees that each User hereby irrevocably waives any and all claims against Lakeville and its officials, employees or agents for any bodily injury, including death, loss or property damage incurred by User as a result of using the FiRST Center and hereby irrevocably releases and discharges Lakeville and any of its officials, employees or agents from any and all claims of liability. This section does not apply to claims for bodily injury, including death, or property damage that directly result from a hazardous condition of the property attributable to the negligent acts or omissions of Lakeville, its officials, employees or agents.

12. **General Provisions.**

- a. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the Lakeville and Member by, certified mail, return-receipt requested, at the following address:

Lakeville: Lakeville FiRST Center
Attn: FiRST Center Manager
7777 214th St W
Lakeville, MN 55044

User: Elko New Market Police Dept
Attn: Chief of Police
601 Main St PO Box 99
Elko New Market MN 55020

Either party may change its address by written notice delivered to the other party pursuant to this section.

- b. **Non-Assignability.** This Agreement may not be assigned by either party.
- c. **Amendment.** Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by the parties.
- d. **No Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- e. **Governing Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regarding to choice of law provisions. Any civil action shall be venued in Dakota County district court.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- g. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

[signature pages follow]

Signature Page - Lakeville

By: _____
(Name of person signing)
Its:

Signature Page – Member



By: Andrew Garfield

Its: Mayor


By: Thomas M. Terry

Its: City Administrator/Clerk

FIRST CENTER CAPITAL MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2026 by and between CITY OF LAKEVILLE, a Minnesota municipal corporation ("Lakeville") and CITY OF NORTHFIELD, a MINNESOTA MUNICIPALITY on behalf of its [police department/law enforcement agency] ("Department") (each sometimes hereinafter called "party," and both sometimes collectively called "parties").

Recitals

A. Lakeville owns and operates FiRST Center, a training facility designed for use by public safety first responders ("FiRST Center"). FiRST Center is located at 7777 – 214th Street, Lakeville, MN 55044.

B. The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the "Grant"). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties.

B. FiRST Center includes a variety of separate training spaces, each of which Lakeville makes available for rental. FiRST Center is intended primarily for use by law enforcement agencies and sworn peace officers, but portions of the facility are available for use by non-law enforcement governmental agencies.

C. Lakeville offers two levels of memberships to governmental entities: Capital Membership and Preferred Membership. The purchase of a membership entitles the member government entity with preferred scheduling, pricing and other benefits.

D. Department desires to purchase a membership in FiRST Center at the Capital Membership level.

E. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59.

Capital Membership Terms and Conditions

1. **Term of Agreement; Termination.** This Agreement is effective as of the date written above and has a term of ten (10) years. Department may terminate this Agreement early by providing written notice to Lakeville of its intent to terminate, not less than 12 months in advance of the effective date of termination; provided: (1) no termination may be effective within the first five (5) years of this Agreement; and (2) the annual membership fee for 12 months preceding the early termination date will be 100% of the amount required by section 4(b) of this Agreement. Lakeville may terminate this Agreement if: (a) there is a material default by

Member that remains uncured after 30 days' written notice from Lakeville to Member or (b) the specific purpose for which the Grant was allocated is terminated or changed.

2. **Definitions.** For purposes of this Agreement, the terms below have the meanings ascribed to them:

"Capital Member" means any government entity that has purchased a membership for its law enforcement agency at the Capital Membership level. All references to "Capital Member" in this Agreement include the Department.

"Department" means the police department or other law enforcement agency of the government entity identified above.

"Space" means any of the individual spaces described in section 5 of this Agreement, any two or more of which are collectively referred to as "Spaces."

"General Schedule" means the schedule of normal operating hours for FiRST Center, during which non-member law enforcement agencies, non-member governmental entities, and members of the public may reserve FiRST Center Spaces.

"Preferred Member" means the law enforcement agency of any government entity that has purchased a membership at the Preferred Membership level.

"Authorized Agency Representatives" or "AARs" are those employees designated by Department to oversee Users' use of the Center, as provided in section 3(b) of this Agreement.

"Users" means every sworn peace officer who is an employee of Department and those non-sworn employees of the Department as authorized by the Department's chief law enforcement officer, each of whom is a "User."

3. **Roster of Users; Authorized Agency Representatives; Responsibilities.**

- a. This Agreement allows Users to access the Center outside of normal business hours. The parties agree that, for the security of the Center and all persons using the Center, it is essential that Department provide Lakeville with a roster of all Users in its employ and maintain that roster as current by promptly notifying Lakeville of any changes in the roster. When possible, Department must notify Lakeville at least three business days in advance of the date that a User will separate from employment with Department; and in all other cases Department must notify Lakeville as soon as practicable of the User's separation from employment.
- b. Department must designate one or more AARs who will coordinate the use of the Center by Department and its Users. At least one AAR must be present in each space(s) when Department or any of its Users accesses the Facility in the absence of FiRST Center Staff, whether during or after normal operating hours. Lakeville

will provide each AAR with mandatory orientation and instruction on the Center and its operations. Lakeville will provide each AAR with a key fob for access to the Center, to be used only by the AAR. AARs are prohibited from sharing the key fob with any other person. Only AARs may reserve Spaces for use by the Department or Users.

c. AARs have the following responsibilities:

- (1) Providing each User with a copy of the rules and regulations issued by Lakeville for the use of FiRST Center, prior to the User's use of the FiRST Center.
- (2) Obtaining each User's signature on a liability waiver form issued by Lakeville, prior to the User's first use of the FiRST Center. AARs must provide the original executed waiver form to the FiRST Center manager, and must maintain a copy for Member's use.
- (3) Each AAR shall be responsible for ensuring that all Spaces used by the Department or its Users are properly cleaned and reset after each use. This includes removal of trash/brass/debris, sanitization of surfaces, floors, and equipment, and restoration of the Space to its original condition. Lakeville will provide each AAR with training on the use of cleaning equipment and procedures. AARs must follow all cleaning protocols as instructed by the Lakeville FiRST Center Manager.

4. **Membership Fees.** Department agrees to pay the following membership fees:

- a. Initiation fee. Within thirty (30) days after the date of this Agreement, Department agrees to pay Lakeville a one-time, nonrefundable initiation fee of Ten Thousand and No/100ths Dollars (\$10,000.00).
- b. Annual membership fees. Department agrees to pay an annual membership fee to Lakeville equal to One Thousand One Hundred and No/100ths Dollars (\$1,100.00) for each sworn peace officer that the Department is authorized to employ at the time payment is made, regardless of whether all authorized positions are filled. There are no mid-year adjustments to annual membership fees, regardless of whether the Department's authorized roster increases or decreases.
 - (1) Every payment of annual membership fees must be accompanied by verification of the Department's authorized number of sworn officers and a current roster of all Users for the Department.
 - (2) The initial payment of membership fees is due within thirty (30) days of the date of this Agreement, and the fees shall be prorated for any partial calendar year. Payments for subsequent calendar years are due on or before January 5 of the

calendar year to which the payment will apply. The payment for the last calendar year of this Agreement shall be prorated to the termination date.

- (3) The per-User rate of \$1,100.00 will automatically increase by a percentage as provided in this clause, as of the anniversary date of this Agreement, and the annual payments must reflect the price adjustment for the applicable portion of each calendar year. For the second through fifth years of this Agreement, the annual increase will be three percent (3%); for the sixth through tenth years of this Agreement; the annual increase will be determined by Lakeville and will be not less than three percent (3%) and not more than five percent (5%). Lakeville will provide Member with notice of rate changes by August 1 of the year preceding the effective date of the rate change.

- c. In consideration of the initial fee and the annual membership fee, Department is entitled to priority scheduling of Spaces in accordance with section 6 of this Agreement, at no additional charge.

5. Available Spaces and Use Segments. The following Spaces within FiRST Center are available for use by Department as provided in this Agreement:

- a. 12-Lane, 50-yard gun range ("50-yard Range"). The 50-Yard Range is intended for use primarily by law enforcement agencies and their sworn peace officer employees. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 50-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- b. 6-Lane, 25-yard gun range ("25-yard Range"). The 25-Yard Range is intended for use by law enforcement agencies and members of the general public. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 25-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- c. Two rooms are available for classroom training, each of which can accommodate up to 57 persons, or when combined, up to 114 persons (collectively, the "Classrooms," and individually, a "Classroom"). The Classrooms are intended for use by law enforcement agencies, non-law-enforcement governmental entities, and members of the general public. They are available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members, and Preferred Members in accordance with

Section 6 below. During the priority scheduling period, Capital Members shall be allotted 2.0 hours per authorized sworn officer per calendar year. A Classroom may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours. When both Classrooms are reserved concurrently, each Classroom will count separately toward the total allotted hours (i.e., one hour per Classroom).

- d. Defensive Tactics/Mats room (“Mats Room”). The Mats Room is 1,503 square feet in size with wall pads and floor mats. The Mats Room is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The Mats Room may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- e. Virtual reality training area (“VR Area”). The VR Training Area is a purpose-built environment designed to immerse officers in realistic, scenario-based training through the use of cutting-edge virtual reality technology. The VR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.0 hours per authorized sworn officer per calendar year. The VR Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- f. Indoor reality-based training area and outdoor training area (“IR Area”). The IR Area is a two-story reality-based training space featuring flexible wall systems that simulate a variety of commercial and residential environments, with customizable lighting and sound options. The IR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The IR-Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.

6. **Priority Scheduling.** Lakeville will make FiRST Center Spaces available for priority reservation by the Lakeville Police and Fire Departments, Capital Members and Preferred

Members, as provided in this section. Lakeville will follow the process described below during the entire term of this Agreement but may modify the specified dates for the first calendar year of the Center's operation, which is expected to be a partial calendar year.

- a. No later than November 1 of each year, each Capital Member must notify Lakeville of its requested priority reservation times and dates for each Space.
- b. Lakeville staff shall review the schedules requested by all Capital Members and shall work in good faith with the law enforcement agencies of all Capital Members to resolve any scheduling conflicts. Each Capital Member agrees to work promptly and in good faith with Lakeville staff and any Capital Members to resolve scheduling conflicts.
- c. Lakeville, in its sole discretion, shall make a scheduling determination for any unresolved scheduling conflicts among Capital Members by December 1 of each year and shall notify Capital Members of the schedule.
- d. After the schedule for Capital Members is determined, Lakeville will follow a similar process for Preferred Member reservations. After the schedule for Preferred Members is determined and prior to the next calendar year, Lakeville will release the General Schedule for the FiRST Center for the upcoming calendar year.

7. Use in Addition to Priority Scheduling. In addition to the Department's priority reservations, the Department is allowed to use FiRST Center Spaces as follows:

- a. Subject to paragraph (c) of this section, any of Department's AARs may reserve any of the Spaces from the General Schedule or after normal operating hours for use by the Department, with no limitation on the number of hours, and at no additional cost to Department. All reservations made under this provision are subject to the provisions of section 8 of this Agreement.
- b. Based on availability, any of Department's AARs may make reservations from the General Schedule or after normal operating hours for use by an individual User of a lane at the 25-Yard Range or 50 Yard Range, with no limitation on the number of hours, and at no additional cost to Department. Reservations made from the General Schedule under this provision are subject to the provisions of section 8 of this Agreement, but after-hours reservations made under this provision are not subject to section 8.
- c. Reservations under this section may be made no more than fourteen (14) calendar days in advance of the reservation date and are subject to availability. The Center's facility manager may waive the fourteen-day limitation when the manager determines it is in the FiRST Center's interest.

8. **Unused Reservations.** Department may not assign or sublet its reservations to anyone. Department may return reserved Spaces and, subject to availability, reschedule by providing 30 days' advanced written notice to Lakeville prior to the scheduled reservation. Department agrees to pay a fee equal to one-half the normal rental rate for the rescheduled time. If Department fails to provide the required notice and fails to use a reserved Space, Department agrees to pay Lakeville for the unused reservation at the established rental rate for the unused Space(s). In its sole discretion, Lakeville may waive the provisions of this paragraph for reservations that are cancelled due to a public safety emergency.

9. **Storage.** Department will be provided with dedicated storage space at FiRST Center for Department's ammunition and related supplies.

10. **Rules and Regulations.** Lakeville may issue rules and regulations related to the use of FiRST Center. Member is responsible for ensuring that its officials, employees, volunteers, members, guests and invitees comply with FiRST Center's rules and regulations and applicable city ordinances and state and federal laws while using FiRST Center.

10. **Insurance.** Lakeville and Member each agree to maintain comprehensive liability insurance, or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. Member agrees to maintain workers' compensation coverage as required by law for all employees using the FiRST Center.

11. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Minnesota State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq., and other applicable law.

- a. **Waiver and assumption of risk.** Member understands and acknowledges the risk and hazards associated with using FiRST Center and hereby assumes any and all risks and hazards associated therewith. Member agrees that each User hereby irrevocably waives any and all claims against Lakeville and its officials, employees or agents for any bodily injury, including death, loss or property damage incurred by User as a result of using the FiRST Center and hereby irrevocably releases and discharges Lakeville and any of its officials, employees or agents from any and all claims of liability. This section does not apply to claims for bodily injury, including death, or property damage that directly result from a hazardous condition of the property attributable to the negligent acts or omissions of Lakeville, its officials, employees or agents.

12. **General Provisions.**

- a. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the Lakeville and Member by, certified mail, return-receipt requested, at the following address:

Lakeville: Lakeville FiRST Center
Attn: FiRST Center Manager
7777 214th St W
Lakeville, MN 55044

User: Northfield Police Dept
Attn: Chief of Police
1615 Riverview Drive
Northfield, MN 55057

Either party may change its address by written notice delivered to the other party pursuant to this section.

- b. **Non-Assignability.** This Agreement may not be assigned by either party.
- c. **Amendment.** Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by the parties.
- d. **No Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- e. **Governing Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regarding to choice of law provisions. Any civil action shall be venued in Dakota County district court.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- g. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

[signature pages follow]

Signature Page - Lakeville

By: _____
(Name of person signing)
Its:

Signature Page – Member

City of Northfield

By: 
Its: Mayor

By: 
Its: City Clerk

City of Northridge

Mayor
Joseph R. ...

City Clerk

FIRST CENTER CAPITAL MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Agreement”) is made and entered into as of the 1st day of January, 2026 by and between CITY OF LAKEVILLE, a Minnesota municipal corporation (“Lakeville”) and CITY OF FARMINGTON, a Minnesota Municipal Corporation, on behalf of its [police department/law enforcement agency] (“Department”) (each sometimes hereinafter called “party,” and both sometimes collectively called “parties”).

Recitals

A. Lakeville owns and operates FiRST Center, a training facility designed for use by public safety first responders (“FiRST Center”). FiRST Center is located at 7777 – 214th Street, Lakeville, MN 55044.

B. The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the “Grant”). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties.

B. FiRST Center includes a variety of separate training spaces, each of which Lakeville makes available for rental. FiRST Center is intended primarily for use by law enforcement agencies and sworn peace officers, but portions of the facility are available for use by non-law enforcement governmental agencies.

C. Lakeville offers two levels of memberships to governmental entities: Capital Membership and Preferred Membership. The purchase of a membership entitles the member government entity with preferred scheduling, pricing and other benefits.

D. Department desires to purchase a membership in FiRST Center at the Capital Membership level.

E. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59.

Capital Membership Terms and Conditions

1. **Term of Agreement; Termination.** This Agreement is effective as of the date written above and has a term of ten (10) years. Department may terminate this Agreement early by providing written notice to Lakeville of its intent to terminate, not less than 12 months in advance of the effective date of termination; provided: (1) no termination may be effective within the first five (5) years of this Agreement; and (2) the annual membership fee for 12 months preceding the early termination date will be 100% of the amount required by section 4(b) of this Agreement. Lakeville may terminate this Agreement if: (a) there is a material default by

Member that remains uncured after 30 days' written notice from Lakeville to Member or (b) the specific purpose for which the Grant was allocated is terminated or changed.

2. **Definitions.** For purposes of this Agreement, the terms below have the meanings ascribed to them:

"Capital Member" means any government entity that has purchased a membership for its law enforcement agency at the Capital Membership level. All references to "Capital Member" in this Agreement include the Department.

"Department" means the police department or other law enforcement agency of the government entity identified above.

"Space" means any of the individual spaces described in section 5 of this Agreement, any two or more of which are collectively referred to as "Spaces."

"General Schedule" means the schedule of normal operating hours for FiRST Center, during which non-member law enforcement agencies, non-member governmental entities, and members of the public may reserve FiRST Center Spaces.

"Preferred Member" means the law enforcement agency of any government entity that has purchased a membership at the Preferred Membership level.

"Authorized Agency Representatives" or "AARs" are those employees designated by Department to oversee Users' use of the Center, as provided in section 3(b) of this Agreement.

"Users" means every sworn peace officer who is an employee of Department and those non-sworn employees of the Department as authorized by the Department's chief law enforcement officer, each of whom is a "User."

3. **Roster of Users; Authorized Agency Representatives; Responsibilities.**

- a. This Agreement allows Users to access the Center outside of normal business hours. The parties agree that, for the security of the Center and all persons using the Center, it is essential that Department provide Lakeville with a roster of all Users in its employ and maintain that roster as current by promptly notifying Lakeville of any changes in the roster. When possible, Department must notify Lakeville at least three business days in advance of the date that a User will separate from employment with Department; and in all other cases Department must notify Lakeville as soon as practicable of the User's separation from employment.
- b. Department must designate one or more AARs who will coordinate the use of the Center by Department and its Users. At least one AAR must be present in each space(s) when Department or any of its Users accesses the Facility in the absence of FiRST Center Staff, whether during or after normal operating hours. Lakeville

will provide each AAR with mandatory orientation and instruction on the Center and its operations. Lakeville will provide each AAR with a key fob for access to the Center, to be used only by the AAR. AARs are prohibited from sharing the key fob with any other person. Only AARs may reserve Spaces for use by the Department or Users.

c. AARs have the following responsibilities:

- (1) Providing each User with a copy of the rules and regulations issued by Lakeville for the use of FiRST Center, prior to the User's use of the FiRST Center.
- (2) Obtaining each User's signature on a liability waiver form issued by Lakeville, prior to the User's first use of the FiRST Center. AARs must provide the original executed waiver form to the FiRST Center manager, and must maintain a copy for Member's use.
- (3) Each AAR shall be responsible for ensuring that all Spaces used by the Department or its Users are properly cleaned and reset after each use. This includes removal of trash/brass/debris, sanitization of surfaces, floors, and equipment, and restoration of the Space to its original condition. Lakeville will provide each AAR with training on the use of cleaning equipment and procedures. AARs must follow all cleaning protocols as instructed by the Lakeville FiRST Center Manager.

4. **Membership Fees.** Department agrees to pay the following membership fees:

- a. Initiation fee. Within thirty (30) days after the date of this Agreement, Department agrees to pay Lakeville a one-time, nonrefundable initiation fee of Ten Thousand and No/100ths Dollars (\$10,000.00).
- b. Annual membership fees. Department agrees to pay an annual membership fee to Lakeville equal to One Thousand One Hundred and No/100ths Dollars (\$1,100.00) for each sworn peace officer that the Department is authorized to employ at the time payment is made, regardless of whether all authorized positions are filled. There are no mid-year adjustments to annual membership fees, regardless of whether the Department's authorized roster increases or decreases.
 - (1) Every payment of annual membership fees must be accompanied by verification of the Department's authorized number of sworn officers and a current roster of all Users for the Department.
 - (2) The initial payment of membership fees is due within thirty (30) days of the date of this Agreement, and the fees shall be prorated for any partial calendar year. Payments for subsequent calendar years are due on or before January 5 of the

calendar year to which the payment will apply. The payment for the last calendar year of this Agreement shall be prorated to the termination date.

- (3) The per-User rate of \$1,100.00 will automatically increase by a percentage as provided in this clause, as of the anniversary date of this Agreement, and the annual payments must reflect the price adjustment for the applicable portion of each calendar year. For the second through fifth years of this Agreement, the annual increase will be three percent (3%); for the sixth through tenth years of this Agreement, the annual increase will be determined by Lakeville and will be not less than three percent (3%) and not more than five percent (5%). Lakeville will provide Member with notice of rate changes by August 1 of the year preceding the effective date of the rate change.

- c. In consideration of the initial fee and the annual membership fee, Department is entitled to priority scheduling of Spaces in accordance with section 6 of this Agreement, at no additional charge.

5. **Available Spaces and Use Segments.** The following Spaces within FiRST Center are available for use by Department as provided in this Agreement:

- a. 12-Lane, 50-yard gun range ("50-yard Range"). The 50-Yard Range is intended for use primarily by law enforcement agencies and their sworn peace officer employees. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 50-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- b. 6-Lane, 25-yard gun range ("25-yard Range"). The 25-Yard Range is intended for use by law enforcement agencies and members of the general public. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 25-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- c. Two rooms are available for classroom training, each of which can accommodate up to 57 persons, or when combined, up to 114 persons (collectively, the "Classrooms," and individually, a "Classroom"). The Classrooms are intended for use by law enforcement agencies, non-law-enforcement governmental entities, and members of the general public. They are available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members, and Preferred Members in accordance with

Section 6 below. During the priority scheduling period, Capital Members shall be allotted 2.0 hours per authorized sworn officer per calendar year. A Classroom may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours. When both Classrooms are reserved concurrently, each Classroom will count separately toward the total allotted hours (i.e., one hour per Classroom).

- d. Defensive Tactics/Mats room (“Mats Room”). The Mats Room is 1,503 square feet in size with wall pads and floor mats. The Mats Room is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The Mats Room may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- e. Virtual reality training area (“VR Area”). The VR Training Area is a purpose-built environment designed to immerse officers in realistic, scenario-based training through the use of cutting-edge virtual reality technology. The VR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.0 hours per authorized sworn officer per calendar year. The VR Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- f. Indoor reality-based training area and outdoor training area (“IR Area”). The IR Area is a two-story reality-based training space featuring flexible wall systems that simulate a variety of commercial and residential environments, with customizable lighting and sound options. The IR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The IR-Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.

6. **Priority Scheduling.** Lakeville will make FiRST Center Spaces available for priority reservation by the Lakeville Police and Fire Departments, Capital Members and Preferred

Members, as provided in this section. Lakeville will follow the process described below during the entire term of this Agreement but may modify the specified dates for the first calendar year of the Center's operation, which is expected to be a partial calendar year.

- a. No later than November 1 of each year, each Capital Member must notify Lakeville of its requested priority reservation times and dates for each Space.
- b. Lakeville staff shall review the schedules requested by all Capital Members and shall work in good faith with the law enforcement agencies of all Capital Members to resolve any scheduling conflicts. Each Capital Member agrees to work promptly and in good faith with Lakeville staff and any Capital Members to resolve scheduling conflicts.
- c. Lakeville, in its sole discretion, shall make a scheduling determination for any unresolved scheduling conflicts among Capital Members by December 1 of each year and shall notify Capital Members of the schedule.
- d. After the schedule for Capital Members is determined, Lakeville will follow a similar process for Preferred Member reservations. After the schedule for Preferred Members is determined and prior to the next calendar year, Lakeville will release the General Schedule for the FiRST Center for the upcoming calendar year.

7. **Use in Addition to Priority Scheduling.** In addition to the Department's priority reservations, the Department is allowed to use FiRST Center Spaces as follows:

- a. Subject to paragraph (c) of this section, any of Department's AARs may reserve any of the Spaces from the General Schedule or after normal operating hours for use by the Department, with no limitation on the number of hours, and at no additional cost to Department. All reservations made under this provision are subject to the provisions of section 8 of this Agreement.
- b. Based on availability, any of Department's AARs may make reservations from the General Schedule or after normal operating hours for use by an individual User of a lane at the 25-Yard Range or 50 Yard Range, with no limitation on the number of hours, and at no additional cost to Department. Reservations made from the General Schedule under this provision are subject to the provisions of section 8 of this Agreement, but after-hours reservations made under this provision are not subject to section 8.
- c. Reservations under this section may be made no more than fourteen (14) calendar days in advance of the reservation date and are subject to availability. The Center's facility manager may waive the fourteen-day limitation when the manager determines it is in the FiRST Center's interest.

8. **Unused Reservations.** Department may not assign or sublet its reservations to anyone. Department may return reserved Spaces and, subject to availability, reschedule by providing 30 days' advanced written notice to Lakeville prior to the scheduled reservation. Department agrees to pay a fee equal to one-half the normal rental rate for the rescheduled time. If Department fails to provide the required notice and fails to use a reserved Space, Department agrees to pay Lakeville for the unused reservation at the established rental rate for the unused Space(s). In its sole discretion, Lakeville may waive the provisions of this paragraph for reservations that are cancelled due to a public safety emergency.

9. **Storage.** Department will be provided with dedicated storage space at FiRST Center for Department's ammunition and related supplies.

10. **Rules and Regulations.** Lakeville may issue rules and regulations related to the use of FiRST Center. Member is responsible for ensuring that its officials, employees, volunteers, members, guests and invitees comply with FiRST Center's rules and regulations and applicable city ordinances and state and federal laws while using FiRST Center.

10. **Insurance.** Lakeville and Member each agree to maintain comprehensive liability insurance, or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. Member agrees to maintain workers' compensation coverage as required by law for all employees using the FiRST Center.

11. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Minnesota State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq., and other applicable law.

- a. **Waiver and assumption of risk.** Member understands and acknowledges the risk and hazards associated with using FiRST Center and hereby assumes any and all risks and hazards associated therewith. Member agrees that each User hereby irrevocably waives any and all claims against Lakeville and its officials, employees or agents for any bodily injury, including death, loss or property damage incurred by User as a result of using the FiRST Center and hereby irrevocably releases and discharges Lakeville and any of its officials, employees or agents from any and all claims of liability. This section does not apply to claims for bodily injury, including death, or property damage that directly result from a hazardous condition of the property attributable to the negligent acts or omissions of Lakeville, its officials, employees or agents.

12. **General Provisions.**

- a. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the Lakeville and Member by, certified mail, return-receipt requested, at the following address:

Lakeville: Lakeville FiRST Center
Attn: FiRST Center Manager
7777 214th St W
Lakeville, MN 55044

User: Farmington Police Dept
Attn: Cheif of Police
19500 Municipal Drive
Farmington MN 55024

Either party may change its address by written notice delivered to the other party pursuant to this section.

- b. **Non-Assignability.** This Agreement may not be assigned by either party.
- c. **Amendment.** Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by the parties.
- d. **No Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- e. **Governing Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regarding to choice of law provisions. Any civil action shall be venued in Dakota County district court.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- g. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

[signature pages follow]

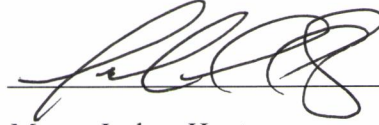
Signature Page - Lakeville

By: _____
(Name of person signing)
Its:

Signature Page – Member

City of Farmington

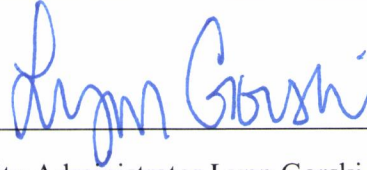
By:



Its:

Mayor Joshua Hoyt

By:



Its:

City Administrator Lynn Gorski

FIRST CENTER CAPITAL MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is made and entered into as of the 22nd day of Jan., 2026 by and between CITY OF LAKEVILLE, a Minnesota municipal corporation ("Lakeville") and City of Apple Valley, a MN municipal corp., on behalf of its [police department/law enforcement agency] ("Department") (each sometimes hereinafter called "party," and both sometimes collectively called "parties").

Recitals

- A. Lakeville owns and operates FiRST Center, a training facility designed for use by public safety first responders ("FiRST Center"). FiRST Center is located at 7777 – 214th Street, Lakeville, MN 55044.
- B. The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the "Grant"). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties.
- B. FiRST Center includes a variety of separate training spaces, each of which Lakeville makes available for rental. FiRST Center is intended primarily for use by law enforcement agencies and sworn peace officers, but portions of the facility are available for use by non-law enforcement governmental agencies.
- C. Lakeville offers two levels of memberships to governmental entities: Capital Membership and Preferred Membership. The purchase of a membership entitles the member government entity with preferred scheduling, pricing and other benefits.
- D. Department desires to purchase a membership in FiRST Center at the Capital Membership level.
- E. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59.

Capital Membership Terms and Conditions

1. **Term of Agreement; Termination.** This Agreement is effective as of the date written above and has a term of ten (10) years. Department may terminate this Agreement early by providing written notice to Lakeville of its intent to terminate, not less than 12 months in advance of the effective date of termination; provided: (1) no termination may be effective within the first five (5) years of this Agreement; and (2) the annual membership fee for 12 months preceding the early termination date will be 100% of the amount required by section 4(b) of this Agreement. Lakeville may terminate this Agreement if: (a) there is a material default by

Member that remains uncured after 30 days' written notice from Lakeville to Member or (b) the specific purpose for which the Grant was allocated is terminated or changed.

2. **Definitions.** For purposes of this Agreement, the terms below have the meanings ascribed to them:

"Capital Member" means any government entity that has purchased a membership for its law enforcement agency at the Capital Membership level. All references to "Capital Member" in this Agreement include the Department.

"Department" means the police department or other law enforcement agency of the government entity identified above.

"Space" means any of the individual spaces described in section 5 of this Agreement, any two or more of which are collectively referred to as "Spaces."

"General Schedule" means the schedule of normal operating hours for FiRST Center, during which non-member law enforcement agencies, non-member governmental entities, and members of the public may reserve FiRST Center Spaces.

"Preferred Member" means the law enforcement agency of any government entity that has purchased a membership at the Preferred Membership level.

"Authorized Agency Representatives" or "AARs" are those employees designated by Department to oversee Users' use of the Center, as provided in section 3(b) of this Agreement.

"Users" means every sworn peace officer who is an employee of Department and those non-sworn employees of the Department as authorized by the Department's chief law enforcement officer, each of whom is a "User."

3. **Roster of Users; Authorized Agency Representatives; Responsibilities.**

- a. This Agreement allows Users to access the Center outside of normal business hours. The parties agree that, for the security of the Center and all persons using the Center, it is essential that Department provide Lakeville with a roster of all Users in its employ and maintain that roster as current by promptly notifying Lakeville of any changes in the roster. When possible, Department must notify Lakeville at least three business days in advance of the date that a User will separate from employment with Department; and in all other cases Department must notify Lakeville as soon as practicable of the User's separation from employment.
- b. Department must designate one or more AARs who will coordinate the use of the Center by Department and its Users. At least one AAR must be present in each space(s) when Department or any of its Users accesses the Facility in the absence of FiRST Center Staff, whether during or after normal operating hours. Lakeville

will provide each AAR with mandatory orientation and instruction on the Center and its operations. Lakeville will provide each AAR with a key fob for access to the Center, to be used only by the AAR. AARs are prohibited from sharing the key fob with any other person. Only AARs may reserve Spaces for use by the Department or Users.

c. AARs have the following responsibilities:

- (1) Providing each User with a copy of the rules and regulations issued by Lakeville for the use of FiRST Center, prior to the User's use of the FiRST Center.
- (2) Obtaining each User's signature on a liability waiver form issued by Lakeville, prior to the User's first use of the FiRST Center. AARs must provide the original executed waiver form to the FiRST Center manager, and must maintain a copy for Member's use.
- (3) Each AAR shall be responsible for ensuring that all Spaces used by the Department or its Users are properly cleaned and reset after each use. This includes removal of trash/brass/debris, sanitization of surfaces, floors, and equipment, and restoration of the Space to its original condition. Lakeville will provide each AAR with training on the use of cleaning equipment and procedures. AARs must follow all cleaning protocols as instructed by the Lakeville FiRST Center Manager.

4. **Membership Fees.** Department agrees to pay the following membership fees:

- a. Initiation fee. Within thirty (30) days after the date of this Agreement, Department agrees to pay Lakeville a one-time, nonrefundable initiation fee of Ten Thousand and No/100ths Dollars (\$10,000.00).
- b. Annual membership fees. Department agrees to pay an annual membership fee to Lakeville equal to One Thousand One Hundred and No/100ths Dollars (\$1,100.00) for each sworn peace officer that the Department is authorized to employ at the time payment is made, regardless of whether all authorized positions are filled. There are no mid-year adjustments to annual membership fees, regardless of whether the Department's authorized roster increases or decreases.
 - (1) Every payment of annual membership fees must be accompanied by verification of the Department's authorized number of sworn officers and a current roster of all Users for the Department.
 - (2) The initial payment of membership fees is due within thirty (30) days of the date of this Agreement, and the fees shall be prorated for any partial calendar year. Payments for subsequent calendar years are due on or before January 5 of the

calendar year to which the payment will apply. The payment for the last calendar year of this Agreement shall be prorated to the termination date.

- (3) The per-User rate of \$1,100.00 will automatically increase by a percentage as provided in this clause, as of the anniversary date of this Agreement, and the annual payments must reflect the price adjustment for the applicable portion of each calendar year. For the second through fifth years of this Agreement, the annual increase will be three percent (3%); for the sixth through tenth years of this Agreement; the annual increase will be determined by Lakeville and will be not less than three percent (3%) and not more than five percent (5%). Lakeville will provide Member with notice of rate changes by August 1 of the year preceding the effective date of the rate change.

- c. In consideration of the initial fee and the annual membership fee, Department is entitled to priority scheduling of Spaces in accordance with section 6 of this Agreement, at no additional charge.

5. **Available Spaces and Use Segments.** The following Spaces within FiRST Center are available for use by Department as provided in this Agreement:

- a. 12-Lane, 50-yard gun range ("50-yard Range"). The 50-Yard Range is intended for use primarily by law enforcement agencies and their sworn peace officer employees. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 50-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- b. 6-Lane, 25-yard gun range ("25-yard Range"). The 25-Yard Range is intended for use by law enforcement agencies and members of the general public. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 25-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- c. Two rooms are available for classroom training, each of which can accommodate up to 57 persons, or when combined, up to 114 persons (collectively, the "Classrooms," and individually, a "Classroom"). The Classrooms are intended for use by law enforcement agencies, non-law-enforcement governmental entities, and members of the general public. They are available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members, and Preferred Members in accordance with

Section 6 below. During the priority scheduling period, Capital Members shall be allotted 2.0 hours per authorized sworn officer per calendar year. A Classroom may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours. When both Classrooms are reserved concurrently, each Classroom will count separately toward the total allotted hours (i.e., one hour per Classroom).

- d. Defensive Tactics/Mats room ("Mats Room"). The Mats Room is 1,503 square feet in size with wall pads and floor mats. The Mats Room is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The Mats Room may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
 - e. Virtual reality training area ("VR Area"). The VR Training Area is a purpose-built environment designed to immerse officers in realistic, scenario-based training through the use of cutting-edge virtual reality technology. The VR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.0 hours per authorized sworn officer per calendar year. The VR Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
 - f. Indoor reality-based training area and outdoor training area ("IR Area"). The IR Area is a two-story reality-based training space featuring flexible wall systems that simulate a variety of commercial and residential environments, with customizable lighting and sound options. The IR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The IR-Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
6. **Priority Scheduling.** Lakeville will make FiRST Center Spaces available for priority reservation by the Lakeville Police and Fire Departments, Capital Members and Preferred

Members, as provided in this section. Lakeville will follow the process described below during the entire term of this Agreement but may modify the specified dates for the first calendar year of the Center's operation, which is expected to be a partial calendar year.

- a. No later than November 1 of each year, each Capital Member must notify Lakeville of its requested priority reservation times and dates for each Space.
- b. Lakeville staff shall review the schedules requested by all Capital Members and shall work in good faith with the law enforcement agencies of all Capital Members to resolve any scheduling conflicts. Each Capital Member agrees to work promptly and in good faith with Lakeville staff and any Capital Members to resolve scheduling conflicts.
- c. Lakeville, in its sole discretion, shall make a scheduling determination for any unresolved scheduling conflicts among Capital Members by December 1 of each year and shall notify Capital Members of the schedule.
- d. After the schedule for Capital Members is determined, Lakeville will follow a similar process for Preferred Member reservations. After the schedule for Preferred Members is determined and prior to the next calendar year, Lakeville will release the General Schedule for the FiRST Center for the upcoming calendar year.

7. **Use in Addition to Priority Scheduling.** In addition to the Department's priority reservations, the Department is allowed to use FiRST Center Spaces as follows:

- a. Subject to paragraph (c) of this section, any of Department's AARs may reserve any of the Spaces from the General Schedule or after normal operating hours for use by the Department, with no limitation on the number of hours, and at no additional cost to Department. All reservations made under this provision are subject to the provisions of section 8 of this Agreement.
- b. Based on availability, any of Department's AARs may make reservations from the General Schedule or after normal operating hours for use by an individual User of a lane at the 25-Yard Range or 50 Yard Range, with no limitation on the number of hours, and at no additional cost to Department. Reservations made from the General Schedule under this provision are subject to the provisions of section 8 of this Agreement, but after-hours reservations made under this provision are not subject to section 8.
- c. Reservations under this section may be made no more than fourteen (14) calendar days in advance of the reservation date and are subject to availability. The Center's facility manager may waive the fourteen-day limitation when the manager determines it is in the FiRST Center's interest.

8. **Unused Reservations.** Department may not assign or sublet its reservations to anyone. Department may return reserved Spaces and, subject to availability, reschedule by providing 30 days' advanced written notice to Lakeville prior to the scheduled reservation. Department agrees to pay a fee equal to one-half the normal rental rate for the rescheduled time. If Department fails to provide the required notice and fails to use a reserved Space, Department agrees to pay Lakeville for the unused reservation at the established rental rate for the unused Space(s). In its sole discretion, Lakeville may waive the provisions of this paragraph for reservations that are cancelled due to a public safety emergency.

9. **Storage.** Department will be provided with dedicated storage space at FiRST Center for Department's ammunition and related supplies.

10. **Rules and Regulations.** Lakeville may issue rules and regulations related to the use of FiRST Center. Member is responsible for ensuring that its officials, employees, volunteers, members, guests and invitees comply with FiRST Center's rules and regulations and applicable city ordinances and state and federal laws while using FiRST Center.

10. **Insurance.** Lakeville and Member each agree to maintain comprehensive liability insurance, or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. Member agrees to maintain workers' compensation coverage as required by law for all employees using the FiRST Center.

11. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Minnesota State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq., and other applicable law.

- a. **Waiver and assumption of risk.** Member understands and acknowledges the risk and hazards associated with using FiRST Center and hereby assumes any and all risks and hazards associated therewith. Member agrees that each User hereby irrevocably waives any and all claims against Lakeville and its officials, employees or agents for any bodily injury, including death, loss or property damage incurred by User as a result of using the FiRST Center and hereby irrevocably releases and discharges Lakeville and any of its officials, employees or agents from any and all claims of liability. This section does not apply to claims for bodily injury, including death, or property damage that directly result from a hazardous condition of the property attributable to the negligent acts or omissions of Lakeville, its officials, employees or agents.

12. **General Provisions.**

- a. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the Lakeville and Member by, certified mail, return-receipt requested, at the following address:

Lakeville: Lakeville FiRST Center
Attn: FiRST Center Manager
7777 214th St W
Lakeville, MN 55044

User: City of Apple Valley
Attn: Chief Francis
7100 W 147th St
Apple Valley, MN 55124

Either party may change its address by written notice delivered to the other party pursuant to this section.

- b. **Non-Assignability.** This Agreement may not be assigned by either party.
- c. **Amendment.** Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by the parties.
- d. **No Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- e. **Governing Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regarding to choice of law provisions. Any civil action shall be venued in Dakota County district court.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- g. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

[signature pages follow]

Signature Page - Lakeville

By: _____
(Name of person signing)
Its:

Signature Page – Member

City of Apple Valley

By: Clint Hooppaw

Its: Clint Hooppaw, Mayor

By: Christina M. Scipioni

Its: Christina M. Scipioni, City Clerk



Date: 2/2/2026

Resolution Accepting Grant from the AKC Reunite K9 Grant Program

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept \$7,500 grant awarded from the AKC Reunite K9 Program.

Overview

The City has been awarded a grant in the amount of \$7,500, which requires a 25% local match.

The required match will be met with existing budgeted funds for the K-9 program; no additional appropriation is requested.

Approval of this item authorizes staff to accept the grant and make the necessary budget amendment(s) on the revenue side to recognize the awarded funds.

Supporting Information

None

Financial Impact: \$2500 **Budgeted:** Yes **Source:** This action has no impact on the adopted expenditure budget.

Envision Lakeville Community Values: Safety Throughout the Community

Report Completed by: Brad Paulson, Chief of Police

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION ACCEPTING GRANT FROM THE AKC REUNITE K9 GRANT PROGRAM

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and

WHEREAS, the City of Lakeville's Police Department has received a donation of money, goods, or property from AKC Reunite K9 (\$7,500.00); and

WHEREAS, the grant or donation is beneficial to the departments; and

WHEREAS, the additional revenue received may require the City to incur additional expenditures in order to comply with grant agreements and restricted donations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the grant or donation is hereby officially accepted and acknowledged with gratitude to the donor; and

BE IT FURTHER RESOLVED that City staff is authorized to amend the budget to comply with grant agreements and restrictive donation

ADOPTED by the Lakeville City Council on this 2nd day of February, 2026.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/2/2026

Contract for Replacement of Galaxie Liquor Store Flooring

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with National Flooring Contractors Inc. to remove and replace sales floor flooring and wall base at the Galaxie Liquor Store

Overview

The Galaxie Liquor Store recently completed a sales floor remodel that introduced new finishes to modernize the space and enhance the customer experience. As part of the remodel, new flooring was installed in select areas; however, the remaining existing flooring was not replaced, resulting in multiple flooring types that do not match and create a visually inconsistent space.

In addition to appearance concerns, the older flooring has reached the end of its useful life. The flooring has started to bubble beneath the shelving which limits the ability to reconfigure displays and presents a potential tripping hazard.

The City received three quotes for the work. To address both the aesthetic inconsistency and durability issues, staff recommends the flooring be replacement.

Supporting Information

1. Agreement Galaxie Flooring_Natnl Flooring Contractors
2. Galaxie Flooring Project Quote Tabulation

Financial Impact: \$37,041.81 Budgeted: Yes Source: Liquor Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggeman Facility Supervisor
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AGREEMENT

AGREEMENT made this 2st day of February 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **NATIONAL FLOORING CONTRACTORS INC.** an Iowa corporation. ("Contractor").

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

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

- A. This Agreement.
- B. Request For Quotes and Work Specifications
- C. Contractor Quote Form Dated 1-26-2026 (Exhibit A)
- D. Contractors Proposal Dated 1-26-2026 (Exhibit B)

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

2. SCOPE OF SERVICES. The Contractor shall provide the goods, services, and perform the work set forth in the Contract Documents. The Contractor agrees to furnish and install new flooring approximately 4,200 sq feet and new wall base approximately 260 linear feet, in the location of Lakeville Liquor Galaxie, 16000 Galaxie Ave, Rosemount, MN 55068 (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary.

3. COMPENSATION. Contractor shall be paid by the City for the Work in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

4. COMPLETION DATE. The Work must be completed March 26th 2026.

5. PROMPT PAYMENT TO SUBCONTRACTORS.

A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not

paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

B. Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

6. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

7. CONDITION/INSPECTION/REMEDY.

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

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

8. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

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

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

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

12. STANDARD OF CARE. Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

13. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

B. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

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

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

E. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

15. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Professional Liability

\$1,000,000 with a deductible maximum of \$125,000.

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The

Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

- (i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- (ii) Shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.
- (iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

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

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

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

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

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

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

23. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

24. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

25. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: February 2nd, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: February 2nd, 2026

NATIONAL FLOORING CONTRACTORS INC.

BY: Kathy A. Dunsburn
Its CEO

City of Lakeville
Positioned to Thrive

Galaxie Liquor Store – Flooring Replacement Contractor Quote Form

Company Name: NATIONAL FLOORING CONTRACTORS
 Contact Person: Tom Capes
 Phone: 612-559-3165 Email: Tom@NationalFlooringContractors.com

Quote Date: 1/26/26 Valid Through: 2/24/26

Project Pricing

Description	Quantity	Unit Price	Total	Amount
Remove and dispose of existing flooring	4,200 SF	\$	\$ 3,265.92	+ 1,036.70
Subfloor preparation / leveling	4,200 SF	\$	\$ 1,399.68	
Hybrid Resilient Terrazzo Flooring – All Surfaces, Color: Bedrock	4,200 SF	\$	\$ 17,908.70	
Flooring installation labor	4,200 SF	\$	\$ 9,630.15	+ 148.80
Rubber wall base Removal and Replacement	260 LF	\$	\$ 788.90	
Transitions, trims, and edge details	Lump Sum	—	\$ 122.40	
Work area isolation and protection	Lump Sum	—	\$ 960	
Cleanup and debris removal	Lump Sum	—	\$	

Subtotal: \$ 35,260.75

Sales Tax (if applicable): \$ 1,781.06

Total Project Cost: \$ 37,041.81

Total Project Cost if Performed Overnight: \$ 39,812.79

20195 Holyoke Avenue, Lakeville, MN 55044
 952-985-4400
 LakevilleMN.gov

City of Lakeville
Proposed to Three

Project Schedule

- Estimated lead time for materials: 1 WEEK IN STORE
- Estimated start date: - TBD
- Estimated duration: 3 DAYS IF PHASED

Warranty

- Flooring material warranty: _____
- Installation warranty: 1 Year

Notes / Exclusions / Clarifications

Floor Prep - TBD AFTER DEMO, BUILT AT \$120 / SQ YD + Labor + Moisture Mitigation

Moisture Testing - Removal of shelves, LEAKED BOTTLES, ETC, MATERIALS OR LABOR

FOR CONTROLS, FLOOR FAULTS, OR CLEANING. TIGHT UP FINISHES. FLOOR COVERING BOTTOM

Please include your companies standard quote form to this proposal.

Contractor Certification

I certify that this quote includes all labor, materials, equipment, and services necessary to complete the Galaxie Liquor Store Flooring Replacement project in accordance with the City of Lakeville's project scope and specifications.

Authorized Signature: Tom Gross Date: 1/26/26

Printed Name & Title: Tom Gross - Vice President of Sales

Estimate Date: 1/26/2026
Expires On: 2/24/2026



3440 Winpark Drive Suite A, New Hope, MN 55427

Lakeville Liquor Galaxie - 011525 - Tom Gross Bid Proposal

Prepared For:

Contact:
Tom Breeggemann
(952) 224-6219
tbreeggemann@lakevillemn.gov
Jobsite:
16000 Galaxie Ave, Rosemount, MN 55068

Prepared by:

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

Scope of work

Store area that currently has brown LVT including the hallway to the bathrooms
Does not include the breakroom or office

Exclusions

Floor Prep Material - Quantities TBD after substrate is exposed and will be billed at \$120/bag
Moisture mitigation in the event moisture results are higher than acceptable per manufacturer
If National Flooring Contractors is responsible for moisture testing it will be billed at \$150/sensor
Moving of shelves, liquor bottles, furniture, equipment, appliances, or other electrical or gas related items
Materials or labor for additional coatings, floor finishes or cleaning
Touch up painting
Floor covering protection

SKU/Item No.

Qty

Lakeville Liquor Galaxie

HRT

All Surfaces, Hybrid Resilient Terrazzo - Bed Rock 49631
24" x 24" LVT, 38.75 SF/CTN

4223.75 SF

HRT Adhesive

Mapei Ultrabond ECO 399 adhesive

7 EA

Rubber Base

Johnsonite, 4" H cove rubber base - color TBD

360 LF

Transitions

Furnish and install vinyl transitions - color TBD

12 LF

Demo

Removal and disposal of existing LVT

3888 SF

Adhesive Grinding

Grinding to remove existing adhesive

3888 SF

HRT Installation

Direct glue installation of HRT - monolithic method

4223.75 SF

Seam To Existing LVT

Cut / seam LVT to existing LVT

62 LF

Rubber Base Installation

Installation of 4" H cove rubber wall base

360 LF

Work Area Protection

Poly off area of work

1 EA

Subtotal

Summary

Price	Taxes	
Materials	Materials Tax	\$1,781.06
Labor	Labor Tax	\$0.00
Subtotal	Total Taxes	\$1,781.06

US\$37,041.81

Accepted By Date

Terms & Conditions

Payment for materials is required to be paid in full prior to product orders unless other acceptable payment terms have been agreed upon
Payments for labor to be agreed upon between client and National Flooring Contractors

Material warranty provided by manufacturer

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

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

Access to facility after hours may be required

Unforseeable substrate conditions concealed by or caused by the existing floor coverings such as asbestos, moisture, mold, mildew, subfloor failure, deteriorated subfloor or incompatible subfloor may be discovered. Upon occurrence, the work will cease and the cost of remediation or replacement along with the impact on the project schedule will be shared with client. Please note that it may be necessary to involve other parties to assess cost and proper remediation. Any change to the original scope of the project due to these circumstances will require written authorization for work to proceed.

Proposal is valid until expiration date shown at the top of the Bid Proposal. In the event that the expiration date has passed additional price increases may apply. Cancelled projects will incur a cancellation fee equal to material costs incurred plus 25% of the project total

Quote Tabulation			
Contractor	Base Bid	Overtime Rate	Project Duration
cfs Interiors and Flooring	\$39,202.00	\$48, 860	5-7 days
National Flooring Contractors	\$37,041.81	\$39,812.79	5-7 days
Floors by Farmer	\$42,796.95	\$45,296.95	TBD
Hertaus Floors	No Response	No Response	No Response



Date: 2/2/2026

Agreement for Purchase Residential Water Meters

Proposed Action

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

Overview

Lakeville provides metered water service to residential, commercial, and industrial customers in Lakeville. This order replenishes the residential meter inventory we use for repairs, replacements, and new construction.

The Utilities Division requested a quote from Ferguson Waterworks for compatible water meters used with our fixed base meter reading system. Ferguson Waterworks provided a quote for \$155,000.00. Ferguson Waterworks is the sole source for Neptune meters that are fully compatible with our fixed base reading system. Staff recommends approval of this purchase.

Supporting Information

1. Ferguson Quote
2. Neptune Sole Source Letter

Financial Impact: \$155,000.00 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent
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FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

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

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

17:18:41 JAN 27 2026

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B182050
Bid Date: 01/27/26
Quoted By: BRR

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

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

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

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
NED2D11RPDG11	LF 3/4 SL T10 MTR P/C R900I USG	500	310.000	EA	155000.00

Net Total: \$155000.00
Tax: \$0.00
Freight: \$0.00
Total: \$155000.00

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

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

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

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

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

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

Page 130 of 257

January 16, 2026

Shane Quade
City of Lakeville
18400 Ipava Ave
Lakeville, MN 55044

Ref.: Ferguson Water Works - Sole Authorized Distributor - State of Minnesota

Shane:

Neptune Technology Group Inc is pleased to affirm that Ferguson Water Works is the sole authorized distributor in the State of Minnesota for Neptune RF meter reading equipment and software, Neptune water meters and Neptune parts.

Ferguson Water Works is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson Water Works representative, Brian Rollins, at (319) 631-3174, or your local Neptune representative, Ian Coburn at (334) 220-9318 .

Sincerely,



Ian Coburn
Senior Territory Manager
MN, IA, WI, SD, ND, NE



Date: 2/2/2026

Agreement with Castle Rock Contracting & Tree Service, LLC for Lake Marion Trail Tree Removals

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Agreement with Castle Rock Contracting & Tree Service, LLC for Lake Marion Trail Tree Removals.

Overview

The Lake Marion Trail project is a cooperative project between the City of Lakeville and Dakota County which will improve existing trail segments and add new trail segments between downtown Lakeville and Ritter Farm Park. In addition to the trail improvements, a new restroom and shelter building will be constructed in Ritter Farm Park, and a gateway trailhead will be installed at the west end of 209th Street. The project is identified in the 2026-2035 CIP. The construction portion of the project will be open for bidding later this winter and constructed during the summer and fall of 2026. Tree removal, clearing and grubbing need to be completed before March 13th to limit the potential spread of oak wilt and support the protection of the surrounding woodlands. This portion of the project includes a 2.3 acre corridor within Ritter Farm Park to allow a new trail section to be constructed.

In January, the City requested quotes from three contractors for tree clearing and grubbing services. Two quotes were received. The successful quote was provided by Castle Rock Contracting & Tree Service, LLC in the amount of \$48,580. At this time, Staff is recommending the Mayor and City Council approve the Agreement with Castle Rock Contracting & Tree Service, LLC in the amount of \$48,580.

Supporting Information

1. Agreement for Lake Marion Tree Removals
2. Castle Rock Proposal

Financial Impact: \$48,580.00 Budgeted: Yes Source: Park Dedication Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Mark Kruse, Parks Superintendent
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**AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CASTLE ROCK CONTRACTING & TREE
SERVICE, LLC
FOR LAKE MARION TREE REMOVALS**

THIS AGREEMENT made this 2nd day of February 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **CASTLE ROCK CONTRACTING & TREE SERVICE, LLC**, a Minnesota limited liability company (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. The City’s Request for Proposal for Lake Marion Tree Removal dated 1/15/2026.
- C. Contractor’s Proposal dated 1/22/2026.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal. Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Parks Superintendent.
- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.

C. **Payments to Subcontractors.**

- (1) **Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) **Form IC-134 (attached) required from general contractor.** Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

- D. **Final Payment.** Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Parks Superintendent. Final completion shall be when all of the work is completed per the contract and 80% of the permanent cover is established, as determined by the Parks Superintendent.

5. **COMPLETION DATE.** The Work must be completed by March 13, 2026.

6. **CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
 - (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

8. **INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement

which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

9. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

11. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are not required.

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.

- (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

OWNER:
CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

CONTRACTOR:
**CASTLE ROCK CONTRACTING &
TREE SERVICE, LLC**

BY: _____
Mary Collins

Print Name: _____
Mary Collins

Its: _____
President

LAKE MARION TRAIL TREE REMOVAL RFP

1/15/2026

1.0 PURPOSE OF REQUEST

The City of Lakeville, through this Request for Proposals (RFP), invites written proposals from qualified contractors to oversee and execute tree removal, clearing, and grubbing at locations included in the Lake Marion Trail Tree Removal project. Proposed removals are identified in the Lake Marion Tree Removal Plans. Work must be completed by March 13th, 2026.

1.1 PROPOSAL SUBMISSION

Each Contractor will submit one original proposal delivered via email to zjorgensen@lakevillemn.gov, or in a sealed envelope to City Hall, attn Zach Jorgensen, City Forester; 20195 Holyoke Ave, Lakeville MN 55044. The Contractor must use the forms provided by the City but may add additional pages to complete any questions.

All proposals must be delivered by 10:00 a.m. on Monday January 26th, 2026. Requests for an extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Proposals sent via fax will not be accepted.

It is the sole responsibility of the Contractor to ensure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign the proposal. The name, address, and telephone number of the person to contact must be clearly identified. All preparation costs are the responsibility of the Contractor.

1.2 TERMS AND CONDITIONS

- A. The City of Lakeville is seeking proposals for the professional services of an ISA Certified Arborist to oversee and execute tree removal services for the City.
- B. All proposals must be submitted on the Proposal Form or word-processed equivalent provided in the specifications.
- C. The City reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the award of the proposal.
- D. The City reserves the right to request clarification of information submitted and to request additional information from firms submitting proposals.
- E. The City reserves the right to increase or decrease the quantity of work originally contemplated in the contract. Regardless of the final scope of the contract, payment to the contractor will be made based on unit prices as stated in the proposal along with adjustments referred to within this document.

- F. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in the enclosed specifications and response to the request.
- G. If, through any cause, the Contractor shall fail to fulfill in a timely or proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
- H. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the RFP. The City reserves the right to reject any agreement that does not conform to the RFP and to any City requirements for agreements and contracts.
- I. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
- J. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

1.3 ADDITIONAL ITEMS

A. Independent Contractor

It is understood, agreed, and recognized, the successful Contractor awarded the contract will be an independent contractor and not an employee of the City of Lakeville. The successful Contractor will be required to comply with such terms and conditions established by the City of Lakeville with regard to clearances, confidentiality, indemnification, and termination of services.

B. Governing Law and Venue

Awarded Contractor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of Minnesota, including all matters of construction, validity, enforcement, and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise.

C. Performance and Payment Bonds

Performance and payment bonds are not required.

D. Collusion

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

\$500,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$500,000 – Bodily Injury by Accident

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

Professional/Technical (Errors and Omissions) Liability Insurance

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

\$1,000,000 – per claim or event
\$2,000,000 – annual aggregate

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

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

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. A copy of the endorsement must be submitted with the certificate of insurance .

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

I. Indemnification

The Contractor shall indemnify and save the City, its officers, affiliates and employees from any and all claims, suits, losses, damages, or expenses on account of injuries or death of any or all persons or property damages sustained and caused by an act, omission, neglect, or misconduct of said Contractor to the fullest extent allowable by law. There shall be no limitation of this obligation in the Contract for service.

J. Incorporation into Contract

The City reserves the right to incorporate this Request for Proposals and the Contractor's response (or portions of either) into subsequent contract by reference or otherwise.

K. Legal Rights of Material

The successful Contractor(s) hereby guarantee that they will have full legal right of material delivered under this agreement, and agree(s) to pay all rents and royalties of every description on any and all patents or patent rights covering said material, or covering any process or machinery used in its construction and agree(s) to indemnify and save the City entirely harmless from any and all claims, demands, damages, actions, or causes of action, arising, or to arise against said City by reason of the construction or delivery of said material or the use of any process, machinery or material in the construction of same.

L. Contract and Term

Though the total amount for the project is a lump sum, progress payments can be provided by the City to the Contractor based on submitted invoices.

The contract shall be executed in two copies.

The term of the contract shall be from the effective date of the executed contract to the completion of all work contemplated by the contract or March 13th, 2026, unless sooner terminated as hereinafter provided.

1.4 PROPOSAL AND AWARD

In awarding the contract, the City will select the responsible qualified Contractor whose compliance with the specifications, experience, and costs will provide the greatest efficiency to the City. Selection will be based on compliance with the technical requirements and costs. Data submitted in response to this request from successful or unsuccessful proposers shall not be considered trade secret data and will become public upon successful negotiation and execution of a contract for services.

1.5 CANCELATION AND TERMINATION

The City reserves the right in its sole discretion to terminate this contract immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide the Contractor written notice of termination and upon receipt of same, the Contractor shall immediately cease and desist Contractor's provision of services under this Contract and the City shall have no further obligation under this Contract to pay any further compensation to the Contractor except for compensation due and owing for services prior to the Contractor's receipt of the written notice of termination.

Any agreement or collusion among Contractors or perspective Contractors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render proposals of such Contractors void and shall cause such Contractors to be disqualified from submitting proposals to the City.

E. Reference Information

Contractors shall provide a list of three (3) references for which they are currently or have provided services within the last five (5) years. At least two (2) of the references are to be from a City or County Government.

F. Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the tree removal contract.

G. Right to Refuse Personnel

Contractors must submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include certification, length of time employed by said contractor, and evidence of background security check. This includes part-time and full-time employees. The City reserves the right to refuse, at its sole discretion, any personnel.

H. Insurance Requirements

Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

REQUEST FOR PROPOSALS

2026 LAKE MARION TRAIL TREE REMOVAL PROJECT

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City in the form included in the Request for Proposal documents, and to perform all work as specified or indicated in the Request for Proposal documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the proposal documents.

2. Contractor accepts all terms and conditions of the Request for Proposal. This Proposal will remain subject to acceptance for 90 days after the Proposal opening.

1. In submitting this Proposal, the Contractor represents that:

- a. Contractor has examined and carefully studied the Request for Proposal documents, and any data and reference items identified in the Request for Proposal documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum Date

- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work. A map of proposed planting sites is included in Appendix B.
- c. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the work.
- d. Contractor has considered the information known to the Contractor itself; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Request for Proposal documents; and any site-related reports and drawings identified in the proposal documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures to be employed by the Contractor; and (3) Contractor's safety precautions and programs.
- e. Contractor agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of this Proposal or performance of the work at the price proposed and within the times required, and in accordance with the other terms and conditions of the Request for Proposal documents.
- f. Request for Proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.

- g. Submission of this Proposal constitutes an incontrovertible representation by the Contractor that the Contractor has complied with all the requirements of this paragraph, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the work required by the Request for Proposal documents.

4. The Contractor certifies that:

- a. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules or any group, association, organizations, or corporation,
- b. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal;
- c. Contractor has not solicited or induced any individual or entity to refrain from submitting a proposal; and
- d. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract. For the purposes of this paragraph:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;
 - ii. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of the City, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
 - iii. "Collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the City, a purpose of which is to establish Proposal prices at artificial non-competitive levels; and
 - iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

5. The Contractor will complete the work in accordance with the contract documents for the following price:

Line Item	Item Code	Item Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	2021.501	Mobilization	Lump Sum	1	2,500 ⁰⁰	2,500 ⁰⁰
2	2101.502	Clearing	Each	92	200 ⁰⁰	18,400 ⁰⁰
3	2101.502	Grubbing	Each	92	100 ⁰⁰	9,200 ⁰⁰
4	2101.505	Clearing	Acre	2.31	5,000 ⁰⁰	11,550 ⁰⁰
5	2101.505	Grubbing	Acre	2.31	3,000 ⁰⁰	6,930 ⁰⁰
TOTAL PROPOSAL COST						48,580 ⁰⁰

Describe the experience of the Contractor and staff involved in the project. Denote the number of years in business, staff member years of experience and ISA certification numbers (or other pertinent qualifications such as B.S./B.A.) and note the role each staff member will play.

We have been in business for 30+ years and worked for multiple cities in MN. Matt Collins - supervisor, estimator 25+ years exp; Andrew Collins - supervisor skilled operator 18+ years exp; James Lane - skilled operator / supervisor 25 yrs experi. 16 other employees with various years exp. We are a union 49r company. We also have a certified arborist Joel Barkness, Scott Haugen 25+ yrs exp. and holds a commercial pesticide applic. license. ISA # ~~none~~ Joel MN-0369A. We also have over 80 pieces of heavy equipment including a sennebogen. Provide at least three (3) references with relevant contact information (phone/email) for similar work completed in the last five (5) years. References must include two (2) projects performed for a City or County government agency.

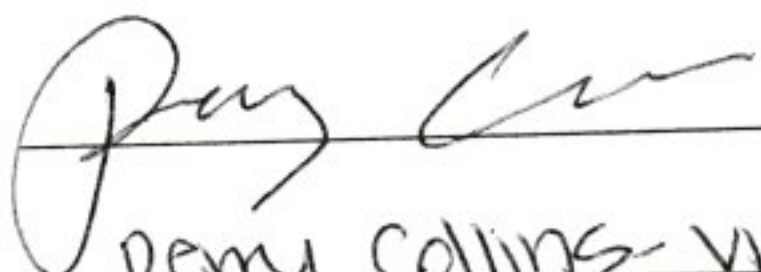
Washington City Public Works 3-29-2024 451-430-4300, Scott City Public Works 4-4-2024 multiple jobs for them 952-490-3033, Carver City Public Works 4-10-2024 952-410-5200, South Coast, Paul, MN 11-13-2023 651-554-3219

Can you meet the tree work order volume requirements and timelines? YES / NO

Firm: (indicate full legal name of proposing entity)

Castle Rock Contracting & Tree Service, LLC

By:



Signature

Perry Collins vice president / owner

Printed Name

Attest:

Signature

Printed Name

Title:

vice president / owner

Submittal Date:

1/22/2020

Address for giving notices:

4455 West 280th Street P.O. Box 514 Castle Rock, MN
55010

Telephone No.

(651) 463-2268

Facsimile No.

507 463-0257

Contact Name and Email

Perry Collins

Castlerockcontractingllc@gmail.com



Date: 2/2/2026

Resolution Approving Charitable Gambling for Lakeville Lions Club

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Lakeville Lions Club to conduct lawful gambling at Crystal Lake Golf Club.

Overview

Lakeville Lions Club has applied to the State of Minnesota Gambling Control Board to conduct gambling activities at Crystal Lake Golf Club, 16725 Innsbrook Drive. The application requires a resolution of approval by the City Council.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: <i>Ann Orlofsky</i>, City Clerk
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CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION APPROVING CHARITABLE GAMBLING FOR LAKEVILLE LIONS CLUB

WHEREAS, the City of Lakeville received an application from the Lakeville Lions Club to conduct gambling activities at Crystal Lake Golf Club, 16725 Innsbrook Drive; and

WHEREAS, Lakeville Lions Club is a qualified organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to Lakeville Lions Club to conduct gambling activities at Crystal Lake Golf Club, 16725 Innsbrook Drive.

ADOPTED by the Lakeville City Council this 2nd day of February, 2026.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/2/2026

Resolution Approving Appointments to City Council Committees and Inter-Agencies

Proposed Action

Staff recommends adoption of the following motion: Move to approve appointments to City Council committees and inter-agencies.

Overview

Each year, the City Council makes appointments to various internal and external committees and agencies. The attached resolution reflects the City Council's discussion at its annual goal setting retreat.

Supporting Information

1. Council Committee Assignments 2026

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider, Assistant to the City Administrator

CITY OF LAKEVILLE

RESOLUTION NO. 26-

**RESOLUTION APPROVING APPOINTMENTS TO CITY COUNCIL
COMMITTEES AND INTER-AGENCIES**

WHEREAS, the City Council believes it to be advantageous to facilitate the duties and responsibilities of the City Council by Committee and Inter-agency assignments.

NOW, THEREFORE, BE IT RESOLVED that the following City Council committees and inter-agencies are hereby established, and appointments thereto are approved for 2026:

INTERNAL COMMITTEE/COMMISSION	COUNCIL MEMBERS (*STAFF)	
	MEMBER(S)	ALTERNATE
Economic Development Commission	Hellier (Ex-officio)	*Miller (Ex-officio)
Fire Relief Association	Lee (Ex-officio)	*Meyer, *Stahl (Municipal Trustees)
Liquor Committee	Lee Bermel	N/A
Personnel Committee	Wolter Volk	N/A
Public Safety Committee	Lee Wolter	N/A
EXTERNAL COMMITTEE/COMMISSION		
ALF Ambulance	Bermel	Hellier
Dakota 911 Board of Directors (Two-year term 2024-2025)	Bermel	Wolter
Lakeville Arenas Board of Directors	Volk *Miller	Bermel
I-35 Solutions Alliance	Wolter *Johnson	*Oehme
League of Minnesota Cities (including appointments/ subcommittees on behalf of LMC)	All City Council	N/A

Metro Cities (including appointments/ subcommittees on behalf of Metro Cities)	All City Council	N/A
Housing and Redevelopment Authority	All City Council	N/A
Municipal Legislative Commission (MLC)	Hellier *Miller	N/A
Opioid Response Advisory Committee	Wolter	N/A
Airlake Airport Advisory Commission (ALAAC)	Bermel *Goodroad	Volk *Bachmayer
Dakota Mayor/ Manager Meetings	Hellier *Miller	N/A
Downtown Lakeville Business Association	Volk	Hellier
Chamber of Commerce Access and Issues Committee	Lee Wolter	N/A
Regional Council of Mayors (including associated groups/ committees)	Hellier	Bermel
LOGIS Board of Directors	*Kuennen	*Miller
Lakeville Area Historical Society	*Snider (Ex-officio)	

ADOPTED by the Lakeville City Council this 2nd day of February 2026.

Luke Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 2/2/2026

Policies 360 Software Service Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Policies 360 Software Service Agreement.

Overview

Policies 360 provides subscription-based law enforcement policies and through online software. This software provides policy support and legal counsel in relation to law enforcement policies and offers recommendations in alignment with state statutes and POST model policies.

Supporting Information

1. Lakeville PD LETAC Policies360 Contract - Revised

Financial Impact: Year 1: \$27,731.50 / 2026 Onboarding and Annual Management Year 2: \$17,128.10 / 2027 Annual Management Year 3: \$17,983.80 / 2028 Annual Management Budgeted: Yes Source: Year 1: 2026 Training Budget Year 2 & 3: Administrative Budget Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT

This **SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT** (“Agreement”) is effective as of January 16, 2026 (“Effective Date”) and is made and entered into by and between the Lakeville Police Department, a municipal corporation located at 9237 183rd Street, Lakeville, MN 55044 (“Subscriber”), and LETAC, a division of Eckberg Lammers, P.C., a Minnesota corporation, located at 1809 Northwestern Avenue, Stillwater, MN 55082 (“Licensor”). Subscriber and Licensor are referred to individually as a “Party” and collectively as “Parties”.

RECITALS

- A. Licensor has developed, owns and provides online, subscription-based law enforcement policies as described in Exhibit A (“Policies360”); and
- B. Subscriber desires to license, access and utilize Policies360 as a benefit to its organization; and
- C. The Parties mutually agree Policies360 be made available to Subscriber and its employees under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing express promises and the mutual covenants hereinafter set forth, Subscriber and Licensor hereby agree as follows:

- 1. **AGREEMENT; TERM**
 - 1.1. Subject to early termination of this Agreement by Subscriber as provided herein, Licensor shall provide the Services for the term of sixty (60) months commencing on the Commencement Date.
 - 1.2. Subscriber shall have the option, exercisable at its sole discretion, to extend the term for up to twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement would otherwise expire.
 - 1.3. If Subscriber exercises the option provided in Article 1.2 to extend the term, Subscriber shall have further options, exercised at its sole discretion, to extend the term for up to an additional twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement, as extended pursuant to Article 1.2, would otherwise expire.

- 1.4. Licensors shall notify Subscriber, at least sixty (60) days prior to the end of the current term, of any proposed increase in the fee for the extension of the term. If such notice is not provided by Licensors at least sixty (60) days prior to the end of the current term, the fees for the extension period cannot be increased.

2. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings provided below:

“Authorized Users” shall mean employees, representatives, consultants, contractors, or agents of Subscriber whom Subscriber has authorized to use the Services and to whom Licensors has supplied user identifications and passwords.

“Claims” shall mean any of the following, including any combination thereof: causes of action (*in rem* or *in personam*), assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys’ fees, and sums paid by way of settlement and compromise.

“Commencement Date” means the date Subscriber first accesses the Systems and begins using the Services.

“Indemnify” shall mean defend, indemnify, and hold harmless; and terms such as “Indemnified”, “Indemnifying”, “Indemnification”, “Indemnity”, “Indemnitor”, and “Indemnitee” shall have appropriately correlative meanings and be construed accordingly.

“Licensors Technology” means all of Licensors’ proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Subscriber by Licensors in providing the Services.

“Personal Data” means any first or last name, physical address, email address telephone number, other information that allows physical or online contacting of an individual, or other identity employment information, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to Licensors because of Subscriber using the Services.

“Services” means the specific edition of Licensors’ Policies360, its online policies, manuals and software application identified in Exhibit A, developed, operated, maintained and hosted by Licensors and made accessible designated website or IP address, and ancillary online or offline products and services provided to Subscriber by Licensors, to which Subscriber is being granted access under this Agreement, including the Licensors Technology and Systems.

“Subscriber Data” means any technology, intellectual property, data, information, or material provided or submitted by Subscriber to the Systems in the course of using the Services. Subscriber Data shall include Personal Data.

“Systems” means the application software, network servers, hardware, software, and data operations utilized by Licensor for the provision of Services.

3. LICENSE GRANT

- 3.1. In consideration of the fees Subscriber shall pay to Licensor as set forth in Exhibit B of this Agreement and the remaining obligations of Subscriber as set forth herein, Licensor grants to Subscriber and Subscriber accepts a nonexclusive non-transferable worldwide license for Subscriber and Authorized Users to access and use the Services set forth in Exhibit A. Subscriber agrees that only Authorized Users shall access and use the Services.

4. OWNERSHIP

- 4.1. Licensor transfers no right, title, or interest in and to Licensor Technology or the Systems except as expressly stated in this Agreement, and the same shall remain the sole and exclusive property of the Licensor.
- 4.2. All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain the property of Subscriber and no right, title, or interest in and to Subscriber Data or the results from processing Subscriber Data shall vest in Licensor.

5. HOSTING, SECURITY, PRIVACY, BACKUP, AND SUPPORT

- 5.1. Licensor shall provide a dedicated and secure hosting environment for the Services, which shall include, but not be limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Subscriber to use the Services, or otherwise required by this Agreement.

6. AVAILABILITY AND MAINTENANCE

- 6.1. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor.
- 6.2. Licensor shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Systems. Licensor shall use commercially reasonable efforts to inform Subscriber of any known or foreseeable disruptions to the availability of the Services.

7. USE AND ACCESS

- 7.1. Subscriber shall be responsible for obtaining access to the internet to access and use the Services and complete the implementation and set-up process as set forth in Exhibit A to access the Services.
- 7.2. Subscriber is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Subscriber or anyone authorized by Subscriber to access Subscriber's account that occur in connection with Subscriber's account
- 7.3. Subscriber shall not use the Services or the Licensor Technology for any purpose that is (i) unlawful; or (ii) not specifically agreed to by this Agreement.
- 7.4. Subscriber shall not without the express written consent of Licensor, copy, sell, sublicense, rent, or lease any portion of the Service, including all, updates, training and or revisions to said Services that may be periodically provided to Subscriber.
- 7.5. Except for a violation of Sections 7.3, 7.4 and 7.6 hereof, or Subscriber's failure to timely pay invoices as set forth in Section 8 hereof, Subscriber shall continue to have unrestricted use of the Services in accordance with the terms and conditions of this Agreement during any dispute between Subscriber and Licensor, provided Subscriber is proceeding in good faith to resolve such dispute.
- 7.6. Licensor acknowledges that nothing in this Agreement restricts Subscriber from copying, or reproducing, physical copies of the Services, policies, and manuals identified in Exhibit A, for use by the Subscriber during the term of the contract and if complying with authorized public data request as required by Minnesota law.
- 7.7. Subscriber may designate Authorized Users, such persons being able to use the Services for the exclusive benefit of Subscriber. Except as set forth hereinabove, Subscriber shall not assign, convey or transfer any interest in and to the Services without the written consent of the Licensor.

8. INVOICING, PAYMENT, AND TAXES:

- 8.1. Subscriber shall pay the fees set forth in Exhibit B. Within thirty-five (35) days of Subscriber's receipt of an invoice from Licensor, together with all required supporting documentation, Subscriber shall pay, or cause to be paid, the amount of such invoice. Any sum due that is not paid within thirty-five (35) days of the invoice receipt date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to one- and one-half percent (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Subscriber shall pay all costs of collection, including legal expenses, court costs and attorney fees at any time incurred by Licensor in the collection of any amounts owing by Subscriber to Licensor.

- 8.2. Licensors may invoice, and Subscriber shall pay to Licensors, such applicable sales, use, excise, or other similar taxes (federal, state, or local) that Licensors is required by law to apply to the fees set forth in Exhibit B. Any such tax amounts shall be clearly and separately stated on Licensors's invoices.

9. WARRANTIES

- 9.1. Performance. Licensors warrants and represents that the Services will perform the functions described in the documentation and specifications provided by Licensors identified in Exhibit A.
- 9.2. Non-Infringement Warranty. Licensors warrants and represents that when used in accordance with this Agreement, the Services, Systems, and Licensors Technology shall not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.
- 9.3. Limitations on Warranties. IN CONSIDERATION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE 9 AND THE ACCESSIBILITY COMMITMENT IN ARTICLE 6, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 9.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSORS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 9.5. Exclusive Remedies. Subscriber's exclusive remedies and Licensors's entire liability for any breach of the warranties specified in this Article 9, except as expressly provided otherwise in this Agreement, shall be the correction of the breach of warranty and the remedies provided in Article 6. However, if Licensors is unable to effect the correction without undue delay for the circumstances, Subscriber shall be entitled to terminate this Agreement, and the remedies defined in Article 14 shall apply.

10. INTELLECTUAL PROPERTY INDEMNITY

- 10.1. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensors Technology provided under this Agreement is made against Subscriber, Subscriber shall: (i) promptly notify Licensors; (ii) allow Licensors to control the litigation or settlement of such Claim; and (iii) cooperate with Licensors in the investigation, defense, and/or settlement thereof. Subscriber retain the right to participate at their own cost in any action in which Subscriber is named as a defendant.

- 10.2. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensor Technology provided under this Agreement is made against Subscriber, and Subscriber has complied with Section 10.1 above, Licensor shall defend Subscriber for copyright, trade secret, and other intellectual property violations claimed at Licensor's expense, including any settlement, or final judgement of the court for costs, damages, and attorney fees.
- 10.3. Should any portion of the Services or intended use thereof become, or in Licensor's reasonable opinion be likely to become, the subject of a Claim for infringement of a copyright, or other proprietary right, Licensor shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate this Agreement and refund fees pursuant to Article 14.3.

11. DISCLAIMER

- 11.1 Nothing in this Agreement shall be construed to create an attorney–client relationship between Licensor and Subscriber. Any consultations, discussions, or support provided by Licensor under this Agreement are strictly limited to assisting with the use and implementation of the licensed materials and shall not constitute legal advice. Subscriber is solely responsible for obtaining independent legal counsel regarding compliance with applicable laws, regulations, or legal obligations. Licensor expressly disclaims any responsibility or liability arising from Subscriber's legal, regulatory, or compliance decisions.

12. LOSS

- 12.1. LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER FOR AND SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER OR ANY THIRD-PARTY CLAIM OF LOSS RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH SERVICES, SYSTEMS, POLICIES, OR LICENSOR TECHNOLOGY, OR THIS AGREEMENT. ALL SYSTEMS AND POLICIES SUBJECT TO THIS AGREEMENT WERE PROVIDED FOR SUBSCRIBER'S EXCLUSIVE USE AND ADOPTED AT THE SOLE DISCRETION OF THE SUBSCRIBER.
- 12.2. SUBSCRIBER AGREES TO AND UNDERSTANDS THAT LICENSOR HAS MADE REASONABLE EFFORTS TO COMPLY WITH AND ADHERE TO ALL APPLICABLE STATUTES, OPINIONS, LAWS, AND INDUSTRY STANDARDS IN EFFECT AT THE TIME OF CREATION. SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT.

14. TERMINATION AND REMEDY

- 14.1. Termination of Agreement for Cause. Licensor and Subscriber each have the right to terminate this Agreement and pursue injunctive relief if the other Party breaches or is in default of any material obligation under this Agreement, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt of written notice of breach or default.
- 14.2. Termination for Convenience. This Agreement may be terminated by either Party at the annual anniversary date of each year of the Subscription Term by written notice to the other Party at least thirty (30) days prior to the anniversary date of the Subscription Term.
- 14.3. Remedy. In the event Subscriber terminates this Agreement pursuant to Article 14.1 or Article 14.2 Licensor shall return to Subscriber any prepaid payments it received for the terminated portion of the Agreement.
- 14.4. Subscriber Data. Upon termination or expiration of this Agreement, Licensor shall remove from its servers and return to Subscriber all Subscriber Data or provide Subscriber access for a reasonable period (but, in any event, no more than 180 days) after termination or expiration in order to gather and facilitate a transfer of all Subscriber Data. Notwithstanding the foregoing, Licensor shall be permitted to retain one archival copy of the Subscriber Data, and Licensor shall represent to Subscriber that the same is retained for archival purposes only and any possible litigation arising thereunder, and for no other purpose.

15. GOVERNING LAW

- 15.1. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF MINNESOTA, WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.
- 15.2. The Parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF MINNESOTA SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW, STATUTE, OR RULE OF ANOTHER JURISDICTION OR GOVERNMENTAL BODY IN A SPECIFIC PROVISION OF THIS AGREEMENT.

16. DISPUTE RESOLUTION

- 16.1. All actions and proceedings arising out of or related, in whole or in part, to this Agreement shall lie exclusively in the state courts of Washington County, Minnesota. Both Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

17. DATA AND CONFIDENTIAL INFORMATION

- 17.1. During the term of this Agreement, the Parties may provide information to each other or come into possession of information which is considered confidential (“Confidential Information”). Confidential Information shall include Subscriber Data, Licensor Technology, and information which is marked as “confidential” or “proprietary” or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure.
- 17.2. Licensor specifically agrees that all Subscriber Data (including Personal Data) is and shall always remain the exclusive property of Subscriber, and Licensor shall not access, download, or make use of the Subscriber Data for any reason other than for the purposes of providing the Services or as otherwise required by applicable law.
- 17.3. Upon expiration or termination of this Agreement, and as directed by the disclosing Party, each Party will promptly (i) return to the other Party all the Confidential Information of the other Party; or (ii) erase and destroy all copies of the Confidential Information of the other Party in its possession and certify destruction of the same except as otherwise provided under the Minnesota data retention laws.
- 17.4. **Data Practices Act.** All government data collected, created, received, maintained or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 et seq. (“the Data Practices Act”). Licensor agrees to comply with the Data Practices Act as it applies to any data provided to it by the Subscriber or third parties, and further agrees to cooperate and assist Subscriber staff in complying with any data practices requests arising out of, or related to, information generated or submitted via the Services.

Trade Secret Information. “Trade secret information” means all data defined under Minn. Stat. § 13.37 (General Nonpublic Data), as may be amended. It shall be the responsibility of Licensor to clearly mark any trade secret materials supplied to the Subscriber in performance of this Agreement, including a statement with the submission of such information justifying the trade secret designation for each item. Licensor agrees to defend any action seeking release of materials it believes to be trade secret and indemnify and hold harmless the Subscriber, its agents and employees, from any and all judgments or damages awarded against the Subscriber in favor of the party requesting the materials, and any and all costs connected with such defense. Licensor agrees that this indemnification survives as long as the trade secret materials are in possession of the Subscriber.

Security and Retention of Subscriber Data. For purposes of this Agreement, “Subscriber data” means “government data” as defined by the Data Practices Act, Minn. Stat. § 13.02 subd. 7, as may be amended. Licensor shall maintain industry-appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Subscriber data. Licensor agrees to backup and retain Subscriber data for not less than five (5) years from the date of receipt or submission, except as may otherwise be required by law.

18. ACCESS TO SUBSCRIBER’S SYSTEMS AND NETWORKS

- 18.1. Subscriber shall determine the portions of Subscriber’s System and/or Network to which the Accessing Parties will have access and will designate such portions of the System and Network in writing. No Accessing Party shall access or attempt to access any portion of Subscriber’s System or Network except as expressly permitted hereunder.
- 18.2. SUBSCRIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUBSCRIBER’S SYSTEM AND NETWORK.

19. ASSIGNMENT

- 19.1 Licensor may freely assign, transfer, and novate this Agreement without any obligation to obtain the prior written consent of Subscriber. Subscriber shall not assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of Licensor. Any assignment in violation of this Article 19.1 shall be null and void.

20. GENERAL

- 20.1 Headings. The captions and headings used in this Agreement are for convenience only and shall not be used for purposes of construction or interpretation.
- 20.2 Non-Waiver. No waiver by either Party of any one or more defaults by the other Party in performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character.
- 20.3 Amendment. No change to any term or provision hereof shall be effective unless stated in writing and signed by the duly authorized representatives of both Parties.
- 20.4 Right to Defend. Each Party shall notify the other immediately upon the commencement of any action brought and the outcome of which may affect the rights of the other Party herein granted, and such other Party shall have the right at its own expense to appear in and defend such actions.

- 20.5 Severability. It is intended that if any provision of this Agreement is determined to be unenforceable or void for any reason, such provision shall be adjusted, if possible, to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and enforceable.
- 20.6 Legal Representation and Language Construction. Each Party has had the opportunity to be represented by counsel in connection with the drafting and negotiation of this Agreement, and the Parties agree that this Agreement and the terms hereof shall not be construed more severely against one of the Parties than the other. Specifically, but not by limitation, the Parties agree that no term of this Agreement shall be construed more severely against the Party deemed to be the drafter of such term than against the other Party.
- 20.7 Entire Agreement. This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, warranties, or representations with respect to the subject matter of this Agreement are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

CITY OF LAKEVILLE

LETAC
A DIVISION OF ECKBERG LAMMERS, P.C.

By: _____

By: _____

Print: _____

Print: Imran S. Ali

Title: _____

Title: Executive Director, LETAC

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

Licensors will provide Policies360 Law Enforcement Policies and a hosted platform for Policies360 Law Enforcement Policies Software. The platform provides Subscriber the ability to receive law enforcement policies and provides a platform to deliver, access, manage, audit and report on Policies360 Law Enforcement Policies

2. SUMMARY OF SERVICES:

Policies360 is a web-based Law Enforcement Policy management system created to increase understanding, access, retention, proficiency, and efficiency in locating and understanding Law Enforcement Policies by eliminating unnecessary processes and providing enhanced targeted knowledge management systems. All policy storage, retrieval, updating, auditing, reporting and proprietary knowledge management systems are performed online.

Policies360 is used by law enforcement agencies to protect the public, officers and municipalities from unnecessary risk and harm by providing comprehensive policies and intuitive knowledge management systems to promote public safety.

With Policies360 you can:

- Receive, sort and manage policies
- Automatically route or complete tickets
- Search for current policies
- Access to policies
- Manage policy updates
- Eliminate unnecessary procedures from policies

Policies360 include the following:

- Complete and comprehensive Law Enforcement Policy Manual
- Online access to Policies 24/7
- Integrated intuitive Knowledge Management System
- Policy Update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialling and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center

3. IMPLEMENTATION AND SET-UP PROCESS

Outlined in Policies360 Implementation & Security Forms

4. DETAILS OF SERVICES

Policies360 include:

LETAC Law Enforcement Policy Manual
 Automated MN Law Enforcement Policy Manual
 Periodic policy updates
 Policy Monitoring
 Automated Notifications of Compliance
 Employee recognition Auditing
 Auditing and Reporting
 Completion Detail and Summary Reports
 Export Reports to Multiple Formats
 Seven Years of Archived Data
 Custom Reporting Tool

Intuitive Knowledge Management Systems
 Interactive Learning
 Support
 Online support
 Data Security
 Data Integrity
 Data Center Redundancy
 Network Redundancy
 Data Redundancy

EXHIBIT B FEES

SUMMARY OF FEES

Based on 73 FTE/PTE Officers

Policies360	
2026 Policies360 Onboarding, Included Customization and Annual Management	\$27,731.50
2027 Policies360 Annual Management	\$17,128.10
2028 Policies360 Annual Management	\$17,983.80

Contract pricing is based on the number of officers at the effective date of the agreement for the term of the agreement and adjusted for the number of officers prior to the effective date of any subsequent extension period.



Date: 2/2/2026

Conditional Use Permit for 19730 Judicial Road

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow the combination of accessory buildings to exceed the gross floor area of the principal structure and adopt the findings of fact for the property at 19730 Judicial Road.

Overview

John Kalthoff has submitted an application on behalf of the property owner of 19730 Judicial Road for a conditional use permit to allow the combination of accessory building square footage to be greater in floor area than the gross floor area of the principal structure. The property is 11.41 acres in area and zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,024 square foot (72' x 42') detached accessory building and with the existing attached garage (768 square feet), there would be a total of about 3,792 gross square feet of accessory buildings. According to Dakota County GIS, the finished square footage of the home is 3,076 square feet. City code allows the combined accessory building square footage to exceed the size of the principal structure by CUP.

The Planning Commission held a public hearing regarding the CUP application at the January 15, 2026 meeting and unanimously recommended approval with the stipulations listed in the attached CUP form. There was no public comment.

Supporting Information

1. CUP, Findings, PC Minutes
2. Staff Report and Exhibits

Financial Impact: NA Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT NO. 26-_____
19730 Judicial Road**

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow the combination of accessory buildings and garages to exceed the gross floor area of the principal structure:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

The West 753.60 feet of the South 1/2 of the North 1/2 of the Southwest 1/4 of Section 23, Township 114, Range 21, Dakota County, Minnesota. And reserving an easement over the West 40 feet and South 55 feet thereof for roadway purposes.

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The accessory building shall be constructed in the general location identified on the site plan approved with the conditional use permit.
 - b. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
 - c. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
 - d. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.

- e. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
 - f. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.
 - g. The existing shed on the property shall be removed prior to the issuance of the certificate of occupancy for the proposed detached accessory building.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 2nd day of **February, 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
19730 JUDICIAL ROAD

FINDINGS OF FACT AND DECISION

On January 15, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of John Kalthoff, on behalf of the property owner, for a conditional use permit to allow the combined accessory building area to be greater than the principal structure in the RA, Rural/Agricultural district on property located at 19730 Judicial Road. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The property owner was present and the Planning Commission heard testimony from all interested persons wishing to speak. Now therefore, the City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 7 of the 2040 Comprehensive Land Use Plan, which guides the property for rural density residential use.
2. The property is zoned RA, Rural/Agricultural District
3. The legal description of the property is:

The West 753.60 feet of the South 1/2 of the North 1/2 of the Southwest
1/4 of Section 23, Township 114, Range 21, Dakota County, Minnesota.
And reserving an easement over the West 40 feet and South 55 feet thereof
for roadway purposes.
4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The single-family home and existing and proposed accessory buildings are consistent with the 2040 Comprehensive Land Use Plan and District 7 recommendations of the Comprehensive Plan.

- b. The proposed use is or will be compatible with present and future land uses of the area.**

Finding: Provided compliance with the conditional use permit, the proposed accessory building will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this conditional use permit.

- d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The subject property is not served with City sanitary sewer or water. The attached accessory building square footage will have no impact on the City's service capacity.

- e. Traffic generation by the proposed use is within capabilities of streets serving the property.**

Finding: The proposed building will not overburden the streets serving the property.

- 5. The planning report dated January 5, 2026 prepared by Heather Botten, Senior Planner, is incorporated herein.**

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
RELATING TO ITEM 5.a
January 15, 2026

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson

Members Absent: Pat Kaluza

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director, Heather Botten, Senior Planner; Dawn Erickson, Community Development Recorder

5a. 19730 Judicial Road

Chair Zimmer opened the public hearing to consider the application of John Kalthoff on behalf of the property owners, Steve and Sarah Mealman, for a conditional use permit (CUP) to allow the combination of accessory buildings to exceed the gross floor area of the principal structure in the RA, Rural/Agricultural District, located at 19730 Judicial Road.

Steve Mealman introduced the project.

Senior Planner Heather Botten presented the staff report. The property is 11.41 acres in area and is zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,024 square foot (72' x 42') detached accessory building and with the existing attached garage (768 square feet), there would be a total of about 3,792 gross square feet of accessory buildings. According to Dakota County GIS, the finished square footage of the home is 3,076 square feet. City code allows the combined accessory building square footage to exceed the size of the principal structure by CUP.

The property owner has stated the proposed building would be used for family recreational purposes and personal storage.

Community Development Department staff recommend approval of the conditional use permit.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swenson, seconded by Einck to close the public hearing at 6:06 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson expressed his support for the project.

Motion was made by Traffas, seconded by Swaney to recommend to City Council approval of the conditional use permit to allow the combination of accessory buildings to exceed the gross floor area of the principal structure and the findings of fact, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit.
2. The detached accessory building shall be kept, used and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
4. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
5. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.
6. The existing shed on the property shall be removed prior to the issuance of the certificate of occupancy for the proposed detached accessory building.

Ayes: Traffas, Zimmer, Einck, Swaney, Swenson, Tinsley

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: January 5, 2026
Subject: Packet Material for the January 15, 2026 Planning Commission Meeting
Agenda Item: John Kalthoff - Conditional Use Permit
Application 60-day Deadline: February 16, 2026

INTRODUCTION

John Kalthoff has submitted an application on behalf of the property owner of 19730 Judicial Road for a conditional use permit (CUP) to allow the construction of a detached accessory building to have a combined accessory structure square footage greater than the gross floor area of the principal structure. The property is 11.41 acres in area and is zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,024 square foot (72' x 42') detached accessory building and with the existing attached garage (768 square feet), there would be a total of about 3,792 gross square feet of accessory buildings. According to Dakota County GIS, the finished square footage of the home is 3,076 square feet. City code allows the combined accessory building square footage to exceed the size of the principal structure by CUP.

The property owner has stated the proposed building would be used for family recreational purposes and personal storage.

The following exhibits are attached for your review:

- Exhibit A – Location/Aerial Map
- Exhibit B – Application Narrative
- Exhibit C – Site Plan
- Exhibit D – Building Floor and Elevation Plans

PLANNING ANALYSIS

Existing Conditions. The subject property includes a single-family home with an attached garage, and a 160-square-foot shed that will be removed once the new building is constructed.

Unimproved 197th Street runs through the southern portion of the property. The property is a legal conforming metes and bounds described (unplatted) parcel.

Adjacent Land Uses. Adjacent land uses and zoning are as follows:

North – Single-Family Home (RA)

East –Single-Family Homes (RA)

South - Single-Family Homes (RA)

West – Judicial Road, Single Family Home (Scott County)

Total Accessory Building Area. The request is to construct a detached accessory building roughly 3,024 square feet in size. The total combined accessory building area, including the attached garage and proposed detached accessory building is about 3,792 gross square feet. Within the RA District, the total allowable combined accessory building square footage is 8,712 square feet or the gross floor area of the home, whichever is less. In this case, the house has a gross floor area of 3,076 square feet, which is then the maximum size of combined accessory buildings allowed without a conditional use permit.

Setbacks. The minimum setback for an accessory structure in the RA District is 30 feet from the front lot line abutting street right of way and 10 feet from the interior side and rear lot lines. The proposed structure exceeds the minimum setback requirements and would be located over 400 feet from the closest neighboring home.

Screening. The property is 11.41 acres in area with over 60 feet of grade change throughout the property. The property includes stands of mature trees that will screen the building from the north, east, and Judicial Road. The property owner is also planning to install a privacy fence along the westerly side of the property for additional screening.

Access. The existing driveway access from Judicial Road will not change.

Exterior Elevations. The proposed structure will be a metal-sided, pole constructed building complying with zoning code requirements. A maximum building height of 20 feet is allowed for detached accessory buildings in the RA, Rural/Agricultural District.

CONDITIONAL USE PERMIT ANALYSIS

The Zoning Ordinance allows the accessory building area requirements to be exceeded by conditional use permit subject to the following criteria as listed in Section 11-18-5 of the Zoning Ordinance:

- A. **There is a demonstrated need and potential for continued use of the structure for the purpose stated.**

The property owner has indicated a need for the proposed size of building to store personal items and for indoor family recreational purposes.

- B. No accessory building or private garage shall be utilized for all or a portion of a home occupation, for commercial activities or for commercial storage.**

The applicant has stated the accessory building is for personal use. No home occupation or storage of commercial vehicles or equipment is allowed in any accessory building on the property.

- C. The accessory building has an evident reuse or function related to a single-family residential environment in urban service areas or hobby farm environment in nonurban service areas of the city.**

The proposed accessory building space has the evident function of creating storage of personal equipment for this property.

The proposed square footage is compatible with the rural character of the property, lot size, and neighborhood. The proposed accessory building square footage is consistent with other similar conditional use permits approved on similar properties.

- D. Detached accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety and general welfare.**

The proposed building would be compatible with adjacent residential uses and accessory buildings. The location exceeds minimum setback requirements, and the structure would be constructed in compliance with building code requirements.

- E. The performance standards and criteria of section 11-4-7 of this title shall be considered and a determination made that the proposed activity is in compliance with such criteria.**

The provisions of section 11-4-7 of the Zoning Ordinance (Conditional Use Permits) have been considered and satisfactorily met. Please refer to the attached findings of fact.

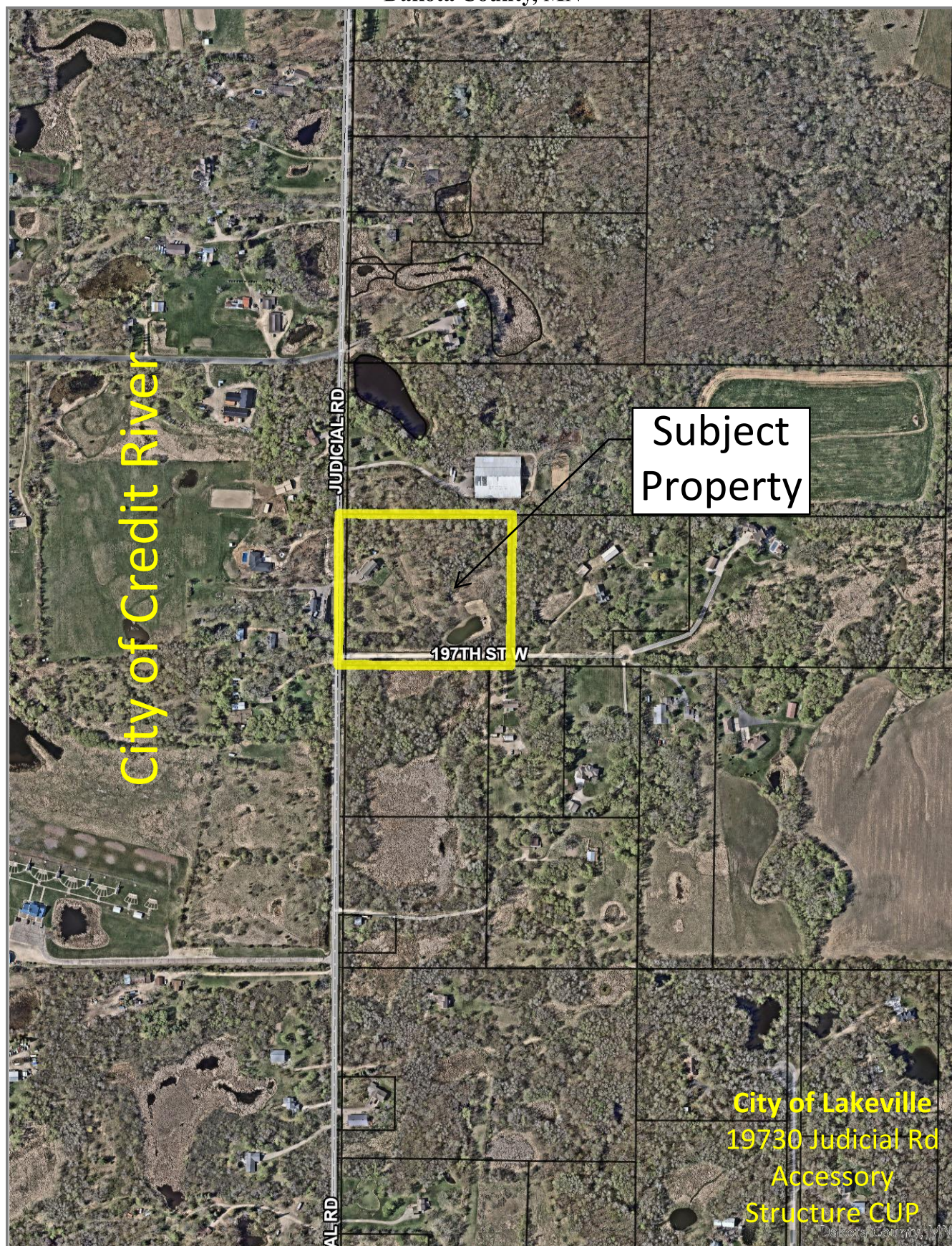
RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow the gross square feet of accessory buildings to exceed the square footage of the principal structure located at 19730 Judicial Road, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit.

2. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
4. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
5. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.
6. The existing shed on the property shall be removed prior to the issuance of the certificate of occupancy for the proposed detached accessory building.

Dakota County, MN



Dakota
County Logo

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

Map Scale
1 inch = 600 feet
1/8/2026

EXHIBIT A

Botten, Heather

From: Botten, Heather
Sent: Wednesday, January 7, 2026 9:53 PM
To: Botten, Heather
Subject: FW: 19730 Judicial Road-Pole Shed

Heather Botten
Senior Planner
952-985-4423

From: John Kalthoff
Sent: Friday, December 19, 2025 9:38 AM
To: Botten, Heather <hbotten@lakevillemn.gov>
Subject: RE: 19730 Judicial Road-Pole Shed

Hi Heather,

Thank you for sending over the remaining information needed from the customer (property owner). Below is their response:

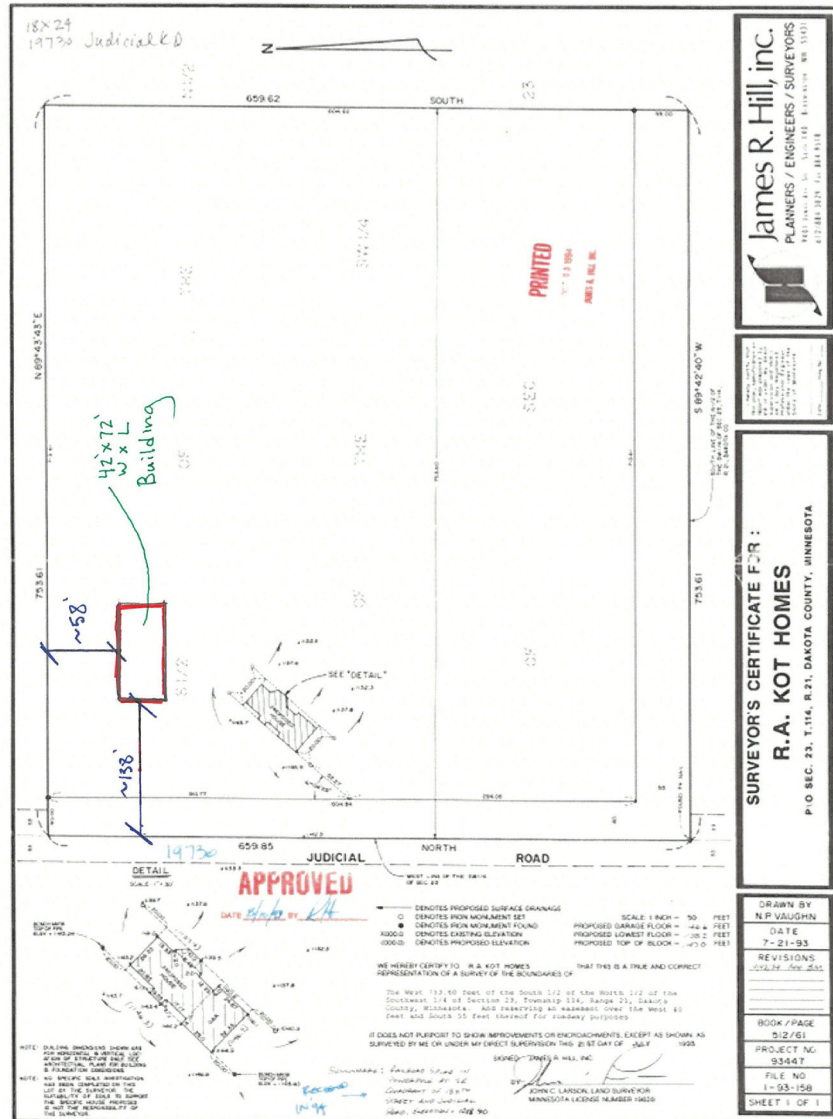
- The building will be used for personal use only. It will be located toward the north side of the property and will not be clearly visible from the road or neighboring properties in all directions. A privacy fence is also planned around the building. The building colors will complement the existing house.
- Please see the attached survey showing the proposed building location.
- Please see the attached drawings illustrating the building design.
- The customer will be reaching out separately to submit the \$500 application fee via credit card.

Please let me know if you have any questions or if you need any additional information from the property owner or RAM Buildings.

Thank you,

John Kalthoff
Territory Manager
RAM Buildings, Inc
592 Industrial Drive
Winsted MN 55395
Cell- 320-223-2578
Office- 320-485-2844

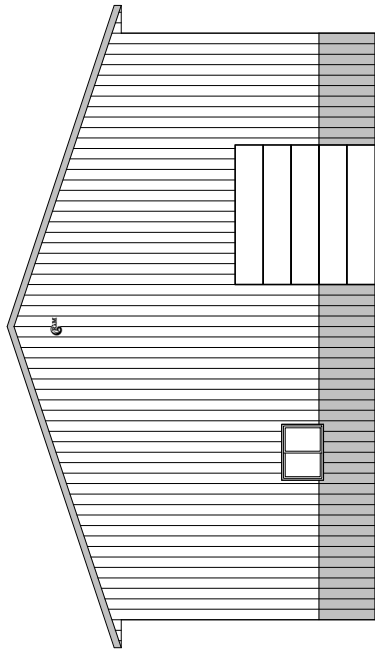




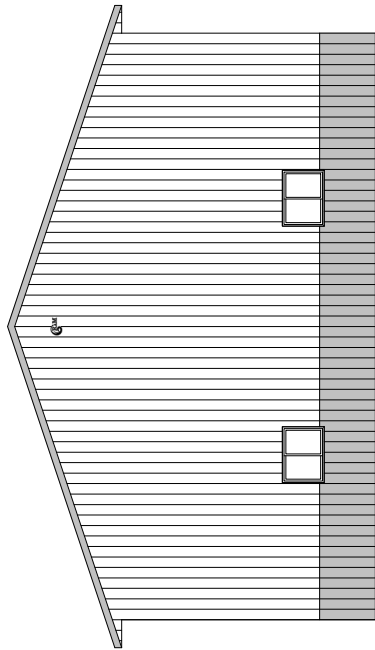
James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
417 HILL ST. N. ST. PAUL, MN 55101
(612) 221-1111

SURVEYOR'S CERTIFICATE FOR:
R.A. KOT HOMES
P.O. SEC. 23, T. 114, R. 21, DAKOTA COUNTY, MINNESOTA

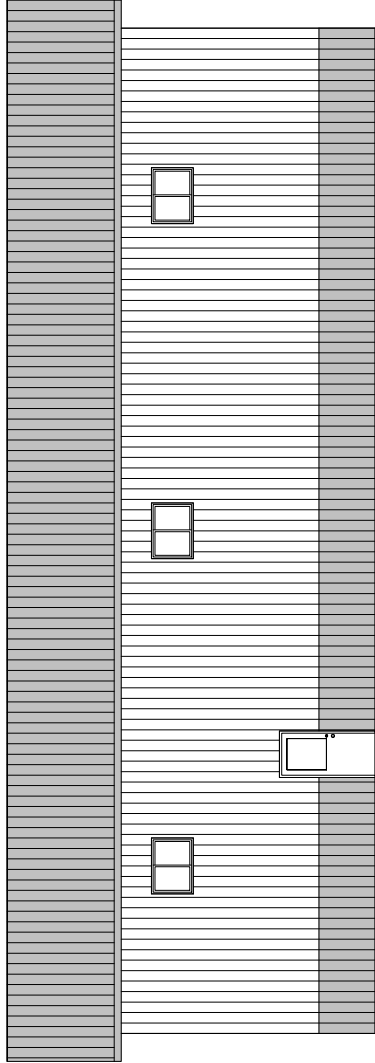
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Signature: Steven R. Engelbreitson
Typed or Printed Name: Steven R. Engelbreitson
Date: 11/24/25 License Number: 25910



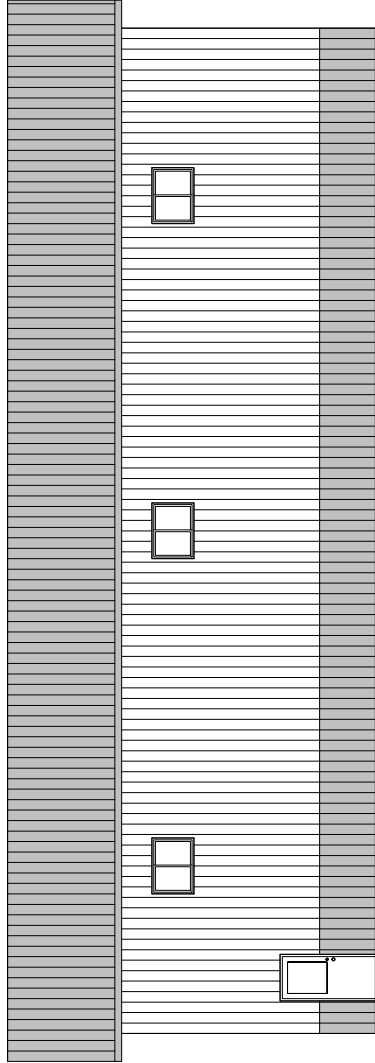
ENDWALL 1



ENDWALL 2



SIDEWALL 1



SIDEWALL 2

STRUCTURAL NOTES:

1. DESIGN PER 2020 MN STATE BUILDING CODE
2. 50 PSF GROUND SNOW LOAD, 5 PSF TC DEAD LOAD, 5 PSF BC DEAD LOAD
3. 115 MPH EXPOSURE B WIND LOAD
4. ALLOWABLE SOIL BEARING 1500 PSF PER ASABE EP486.2
5. CONCRETE COMPRESSIVE STRENGTH 3000 PSI
6. ALL LUMBER SPF #1/#2 UNLESS NOTED OTHERWISE
7. STEEL WALL AND ROOF PANELS TO BE METAL SALES CLASSIC RIB - FOLLOW MANUFACTURERS FASTENING PATTERN
8. COLUMNS TO BE M29 TREATED BASE W/ SPF OR SP - 1650 MSR UPPERS PER ASABE EP559

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DRAWN BY: J.B.
TERMINOLOGY: JOHN K.
DATE: 11/21/2025
SHEET: 1 OF 3

PROJECT NAME: SARAH ROME-MEALMAN
PROJECT NUMBER: (25-550)
BUILDING DESCRIPTION: 42'-0" X 72'-0" X 18'-0"
DESIGN NUMBER: P25469

592 Industrial Drive
Winsted, Minnesota 55395
Fax 320-485-2844 800-770-4726
www.rambuildings.com
Contractor License Number 20171976

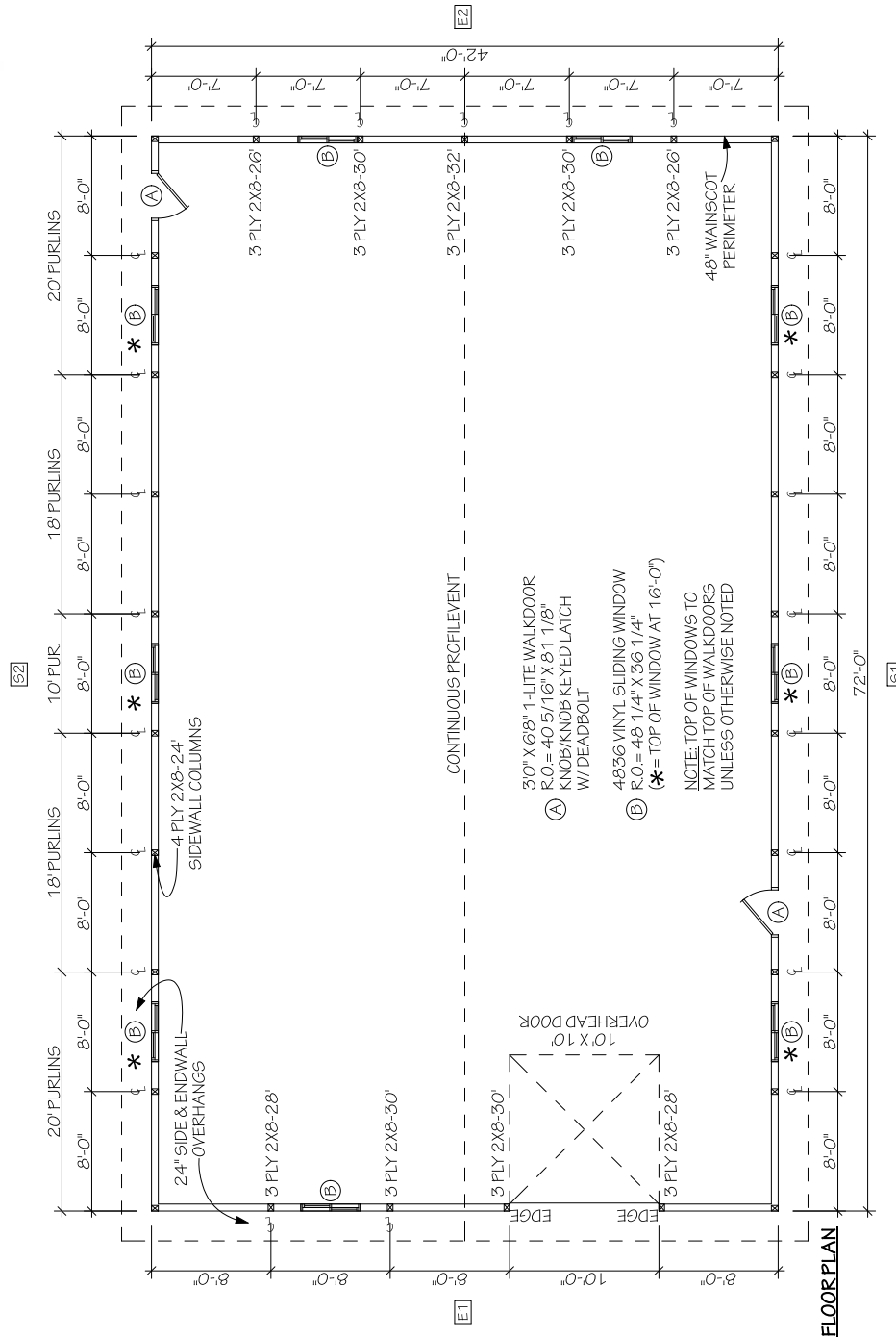


I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

Signature: Steve R. Engebretson

Typed or Printed Name: Steven R. Engebretson

Date: 11/24/25 License Number: 25910



PLEASE LOCATE: [] ATTIC ACCESS []

JACKSHAFT OPERATOR EP ELECTRICAL PANEL

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Date: 2/2/2026

Conditional Use Permit for 21300 Juniper Way - Lakeville Soccer Club

Proposed Action

Staff recommends adoption of the following motion: Move to approve the conditional use permit to allow a commercial recreation facility in the OP, Office-Park District and adopt the findings of fact for Lakeville Soccer Club.

Overview

Forrest Randall, on behalf of Lakeville Soccer Club, has submitted a conditional use permit application and plans for an indoor commercial recreation facility to be located at 21300 Juniper Way. The applicant is proposing to use approximately 21,000 square feet of the new 190,000 square foot multi-tenant building for indoor turf fields, along with office and meeting space. Section 11-75-7.B allows commercial recreation facilities in the OP, Office-Park District subject to approval of a conditional use permit.

The applicant has stated the anticipated hours of operation for the indoor recreation use would be Monday – Friday, 3:00 pm – 10:00 pm and weekends 8:00 am – 10:00 pm. The maximum number of participants (coaches, players, and staff) in the proposed space at one time would be 56 occupants, with most of the participants getting dropped off and picked up.

The Planning Commission held a public hearing on January 15, 2026, to consider the conditional use permit request and no public comments were received. The Planning Commission unanimously recommended approval of the conditional use permit, subject to two stipulations.

Supporting Information

1. CUP, Findings of Fact, PC Minutes
2. Staff Report and Exhibits

Financial Impact: NA Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Lakeville Soccer Club, to allow approximately 21,000 square feet of a multi-tenant building as an indoor commercial recreation use in the OP, Office-Park District located at 21300 Juniper Way.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Lakeville 35 Logistics Center North Addition, according to the recorded plat thereof, Dakota County, Minnesota.
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
 - b. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Data Safety Sheets (MSDS) to the City including and periodic updates at they might occur.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

(

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 2nd day of **February 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT
LAKEVILLE SOCCER CLUB
FINDINGS OF FACT AND DECISION**

On January 15, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Lakeville Soccer Club for a conditional use permit to allow an indoor commercial recreational use in the OP, Office-Park District located at 21300 Juniper Way. The Planning Commission held a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Plan, which guides the property for Industrial use.
2. The property is currently zoned OP, Office-Park.
3. The legal description of the property is: Lot 1, Block 1, Lakeville 35 Logistics Center North Addition according to the recorded plat thereof, Dakota County, Minnesota.
4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed commercial recreation use is consistent with the policies and provisions of Planning District 6 of the 2040 Comprehensive Land Use Plan.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed commercial recreation use is compatible with surrounding office park uses provided compliance with the stipulations of the conditional use permit.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed commercial recreation use conforms to the performance standards set forth in the Zoning Ordinance given compliance with the stipulations of the conditional use permit.

The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The proposed use will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

- d. **Traffic generation by the proposed use is within capabilities of streets serving the property.**

Finding: Traffic generation from the commercial recreation use can be accommodated with the existing streets serving the property.

5. The planning report dated January 5, 2026 prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
RELATING TO ITEM 5.c LAKEVILLE SOCCER CLUB
January 15, 2026

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson

Members Absent: Pat Kaluza

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director, Heather Botten, Senior Planner; Dawn Erickson, Community Development Recorder

5c. Lakeville Soccer Club

Chair Zimmer opened the public hearing to consider the application of Lakeville Soccer Club, for a conditional use permit to allow a commercial recreation facility in the O-P, Office Park District located at 21300 Juniper Way.

Jim Beard, Finance Manager for Lakeville Soccer Club, introduced the project.

Ms. Botten presented the staff report. Lakeville Soccer Club is proposing to use approximately 21,000 square feet for indoor turf fields along with office and meeting space. The recently opened Lakeville 35 Logistics Center is a 190,000 square foot multi-tenant building; Pickle in the Middle Indoor Pickleball Courts recently opened in the building.

The applicant has stated the anticipated hours of operation for the indoor recreation use would be Monday – Friday, 3:00 pm – 10:00 pm and weekends 8:00 am – 10:00 pm. This may overlap with the busy times of the other indoor commercial recreation use on the property but will more than likely differ than the typical industrial peak demand. The two indoor commercial recreation uses would occupy approximately 33% of the 190,000 square foot building.

Community Development Department staff recommend approval of the conditional use permit.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Traffas to close the public hearing at 6:41 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked if they are keeping the existing facility or combining to the new location. Mr. Beard stated the plan is to bring all of their activities to this location.
- Commissioner Einck inquired if the facility use is primarily for training and practice. Mr. Beard stated the facility will be used primarily for training and practice during the winter months, however there may be some opportunity to have adult three on three or five on five games, and they are currently exploring programming options.
- Commissioner Swenson stated that the parents will appreciate having the practices closer and expressed support for this use. He inquired if there is a cap of how much of the facility can be used for these types of uses. Ms. Botten stated the OP district does not have a cap; however, the building owner has a maximum number of commercial recreational uses that they will rent to.
- Commissioner Traffas asked about the possibility of industrial traffic in the future and whether the applicant is fine with it. Mr. Beard stated they are not concerned about industrial traffic as they have different times of use.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the conditional use permit for a commercial recreation facility in the OP, Office Park district subject to the following stipulations, and the findings of fact.

1. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
2. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Safety Data Sheets (MSDS) to the City including any periodic updates as they might occur.

Ayes: Einck, Swaney, Swenson, Tinsley, Traffas, Zimmer

Nays: 0



Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: January 5, 2026

Subject: Packet Material for the January 15, 2026 Planning Commission Meeting

Agenda Item: Lakeville Soccer Club/Forrest Randall - Conditional Use Permit

60-Day Action Deadline: February 13, 2026

INTRODUCTION

Forrest Randall, representing the Lakeville Soccer Club, has submitted a conditional use permit application and plans proposing to establish a commercial recreation facility at 21300 Juniper Way, in the OP, Office Park District. Lakeville Soccer Club is proposing to use approximately 21,000 square feet for indoor turf fields along with office and meeting space. The recently opened Lakeville 35 Logistics Center is a 190,000 square foot multi-tenant building; Pickle in the Middle Indoor Pickleball Courts recently opened in the building. Section 11-75-7.B allows commercial recreation facilities in the OP, Office-Park District subject to approval of a conditional use permit.

The applicant has stated the anticipated hours of operation for the indoor recreation use would be Monday – Friday, 3:00 pm – 10:00 pm and weekends 8:00 am – 10:00 pm. This may overlap with the busy times of the other indoor commercial recreation use on the property but will more than likely differ than the typical industrial peak demand. The two indoor commercial recreation uses would occupy approximately 33% of the 190,000 square foot building.

EXHIBITS

- A. Aerial Location Map
- B. Zoning Map
- C. Application Narrative
- D. Property Site Plan
- E. Floor Plan

STAFF ANALYSIS

Surrounding Land Uses. The property abuts the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Undeveloped property, Trinity Evangelical Free Church	Office Park Public/Quasi Public	OP, Office Park RM-1, Med. Dens.
South	Juniper Way (CSAH 70) and Agricultural Property	Office Park	OP, Office Park District
East	Lakeville South High School, South Creek Greenway	Public and Quasi-Public Restricted Development	P/OS, Public Open Space District
West	Juniper Way (CSAH 70) and Agricultural Property	Office Park	OP, Office Park District

Zoning. The subject property is zoned OP, Office Park. The multiple-tenant building approved for the property is 190,000 +/- square feet in area. The proposed commercial recreation facility will incorporate about 11% of the building, roughly 21,000 square feet of area.

The site recently received CUP approval of one other commercial recreation use for the property to allow a 42,000 square foot pickleball facility. No other tenants currently occupy the building.

CONDITIONAL USE CRITERIA.

Section 11-75-7.B of the Zoning Ordinance allows commercial recreation facilities in the OP, Office-Park district subject to compliance with five listed criteria. The five criteria and staff analysis of each are as follows:

1. The architectural appearance and function plan of the building and the site shall be designed with a high standard of architectural and aesthetic compatibility with surrounding properties. Building materials, orientation, colors, height, roof design, lighting, signage and site landscaping shall be designed to complement the surrounding industrial properties and demonstrate potential industrial reuse. All sides of the principal and accessory structures are to have essentially the same or a coordinated, harmonious exterior finish treatment.

The approved exterior of the building will not be altered with the proposed commercial recreation facility. The smooth texture, pre-cast concrete panels of the multiple tenant building meet the requirements of the OP District.

2. A commercial recreational use shall not be located within a shared tenancy building containing a use classified as an "H" occupancy as defined by Minnesota state building code, as may be amended.

According to the building owner and City of Lakeville Building Inspection records, there are no H (Hazardous) occupancy tenants in the subject building. No future H classified tenant may

occupy the subject building while the commercial recreation use occupies the same principal building.

3. In multiple occupancy buildings, a material safety data sheet (MSDS) shall be required identifying all materials stored or used in the operation of the tenant businesses. Any change in building tenants shall require that the MSDS be updated and provided to all other tenants in the multi-tenant building.

A stipulation will require that the property owner or future tenants in the multiple tenant building provide material safety data sheets to the City to determine there are no hazardous (H occupancies) and no hazardous materials present that could endanger use of the proposed commercial recreation space as proposed by Lakeville Soccer Club, or any future commercial recreation facility tenant occupying the same space subject to this conditional use permit.

4. A commercial recreational use in a shared tenancy building shall have its own exterior entrance and exit.

The proposed facility will have its own exterior entrance and exit, complying with code requirements.

5. The site must be accessed via a collector street. Vehicular access points shall create a minimum of conflict with through traffic movement, shall comply with Chapter 19, Off Street Parking Requirements of this title, and shall be subject to the approval of the city engineer.

Juniper Way (CSAH 70) is the primary access to the proposed facility and is classified as a principal arterial road, which is a higher classification than a collector street, complying with this requirement.

Vehicle parking is primarily provided on the west and south sides of the building. Semi-truck traffic accessing the warehouse loading docks in the building is on the north side of the building. The site was originally designed for 223 parking stalls plus trailer parking. With the previously approved indoor commercial recreation use, trailer parking on the northeast side of the lot was reduced, and 58 parking stalls were added on the north side of the building, increasing the total number of parking spaces to approximately 280. The maximum number of participants (coaches, players, and staff) in the proposed space at one time would be 56 occupants, with most of the participants getting dropped off and picked up. With the hours of the proposed use being night and weekends staff is not anticipating a shortage of shared onsite parking. If internal traffic congestion becomes a problem, the applicant is prepared to increase staff presence to restrict stopping in the drive aisles and they could also adjust arrival and dismissal windows to stagger traffic.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit for a commercial recreation use in the OP District at 21300 Juniper Way, subject to the following stipulations:

1. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
2. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Data Safety Sheets (MSDS) to the City including and periodic updates at they might occur.

Findings of Fact are attached for your review and consideration.



210TH ST

Site Location

JUNIPER PATH (CSAH 70)

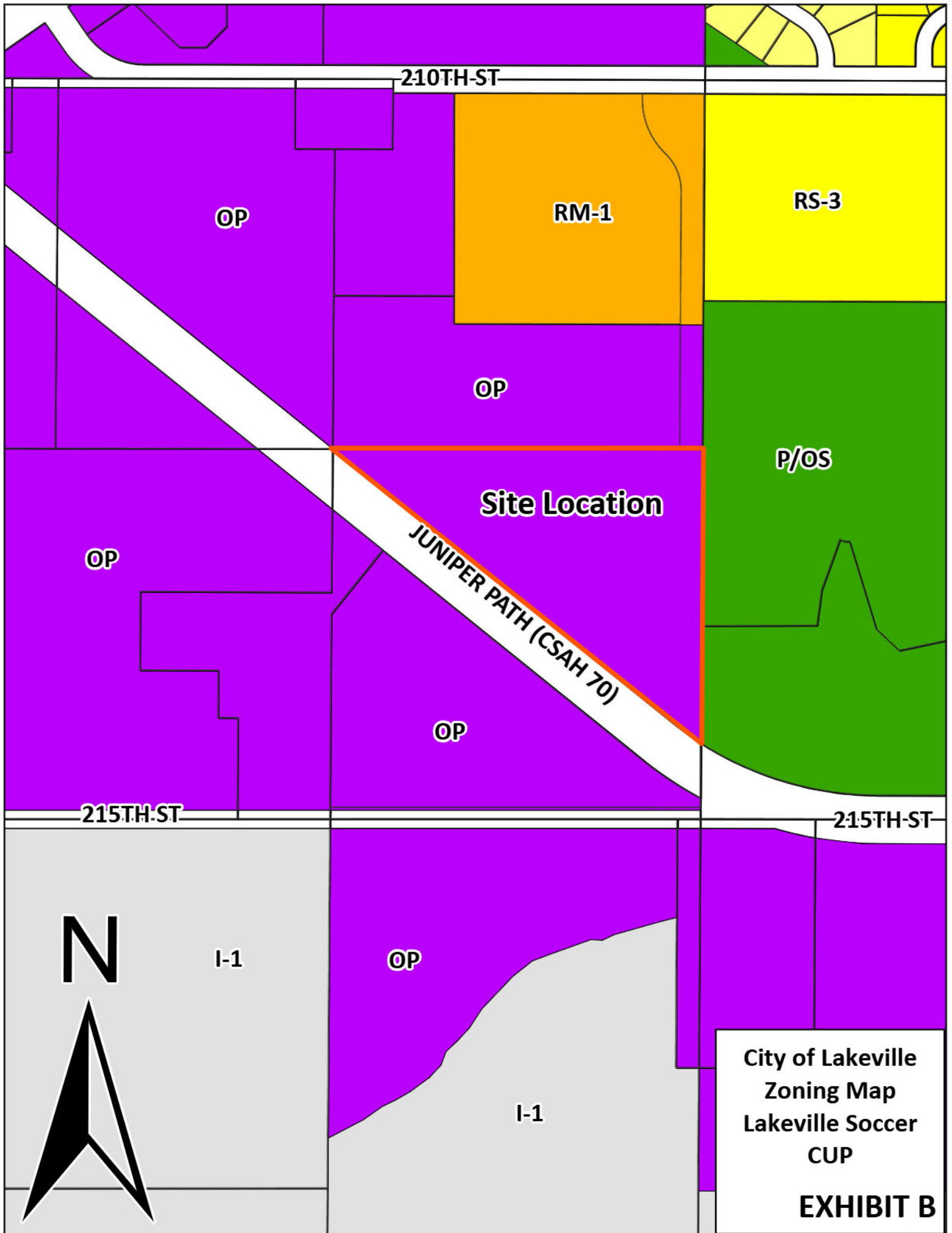
215TH ST

215TH ST

N

City of Lakeville
Location Map
Lakeville Soccer
CUP

EXHIBIT A



Lakeville Soccer – Conditional Use Permit

1. Description of Use

Applicant: Lakeville Soccer

Site Address: 21300 Juniper Way, Lakeville, MN

Zoning District: OP – Office Park District

Request: Conditional Use Permit for indoor recreational athletic use

Lakeville Soccer proposes to operate an indoor soccer and athletic training facility within approximately 21,000 square feet of an existing industrial/commercial building at 21300 Juniper Way. The space includes approximately 3,000 square feet of office, meeting, and support space, with the balance dedicated to indoor turf fields.

The turf area, located north of the office area, will be surfaced with artificial turf and divided by overhead netting into six (6) separate training fields. The facility will be used for soccer training, skill development, small-sided games, and related athletic programming. All activities will occur indoors.

The proposed use is consistent with the intent of the Office Park District and is compatible with surrounding commercial and industrial uses. The building and site were designed to accommodate high-occupancy commercial activity, including warehouse and distribution uses, and the proposed indoor recreational use is less intensive than many permitted or conditional industrial uses.

No exterior building expansions or site modifications are proposed as part of this request.

2. Operations Summary

Primary Use: Indoor soccer training and athletic programming

Number of Fields: Six (6) indoor turf fields separated by netting

Typical Users: Youth and adult soccer players participating in training sessions, practices, and small-sided games

Staffing: Coaching and administrative staff present during operating hours

Hours of Operation (anticipated):

- Weekdays: Approximately 3:00 PM – 10:00 PM

- Weekends: Approximately 8:00 AM – 10:00 PM

Hours may vary slightly by season but will be managed to avoid excessive peak congestion.

Occupancy: Participant and spectator presence is staggered through scheduled programming to avoid large simultaneous gatherings. Programs are scheduled to limit overlap between sessions.

3. Parking and Traffic Summary

The Lakeville 35 Logistics Center site provides approximately 226 off-street parking stalls. The building was designed to support high-intensity commercial and industrial uses, including warehouse and distribution operations.

The proposed indoor soccer use generates peak parking demand primarily during evening and weekend hours, which differs from typical weekday industrial peak demand. Scheduling practices are designed to minimize overlap between sessions and manage parking utilization.

Based on the size of the leased premises and the total parking supply on site, adequate off-street parking is available to accommodate players, spectators, and staff without spillover to adjacent properties or public streets.

No changes to existing parking, drive aisles, or site access are proposed.

4. Noise and Sound Control Statement

All athletic activities will occur entirely within the enclosed building. Primary noise sources include voices, whistles, and contact with athletic equipment.

Noise impacts are mitigated by:

- Indoor-only activities
- Existing building construction suitable for industrial use
- No exterior speakers or amplified sound systems
- Wall padding up to 12ft surrounding perimeter of fields

Operating hours are structured to avoid late-night activity. The proposed use is not expected to create exterior noise impacts beyond those typical of permitted commercial uses in the district.

5. Lighting Statement

No changes to exterior lighting are proposed.

All lighting associated with the proposed use will be located within the building. Existing exterior lighting will remain unchanged and compliant with City standards.

6. Fire Protection and Life Safety Summary

The building is equipped with an ESFR fire suppression system. The interior layout provides clear exit paths from all areas of the space, including the turf fields and office areas.

Occupant loads will be established in accordance with applicable building and fire codes. All required exits, emergency lighting, and life safety features will be maintained as required by code and reviewed as part of the building permit process.

7. Compatibility and Performance Standards Statement

The proposed indoor athletic use:

- Is compatible with surrounding commercial and industrial uses
- Utilizes an existing building without exterior expansion
- Does not increase traffic or noise during late-night hours
- Is supported by existing infrastructure, parking, and utilities

The use complies with applicable performance standards of the Office Park District and does not negatively impact neighboring properties.

8. Items Anticipated to Be Waived or Not Applicable

The applicant requests administrative waiver or confirmation of non-applicability for the following, as no exterior site changes are proposed:

- Grading and stormwater plans
- Landscaping modifications
- Exterior signage changes
- Environmental protection district impacts

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

Edward A. Farr
 Date: 06/12/2025
 Project Manager
 Reg. No. 16382

EDWARD FARR ARCHITECTS INC.
 770 Golden Triangle Drive
 East Point, Minnesota 55424
 Tel: 952.443.5666
 www.edwardfarr.com

GARDNER BUILDERS
 Client
Likewise Partners

Project
 Pickle in the Middle

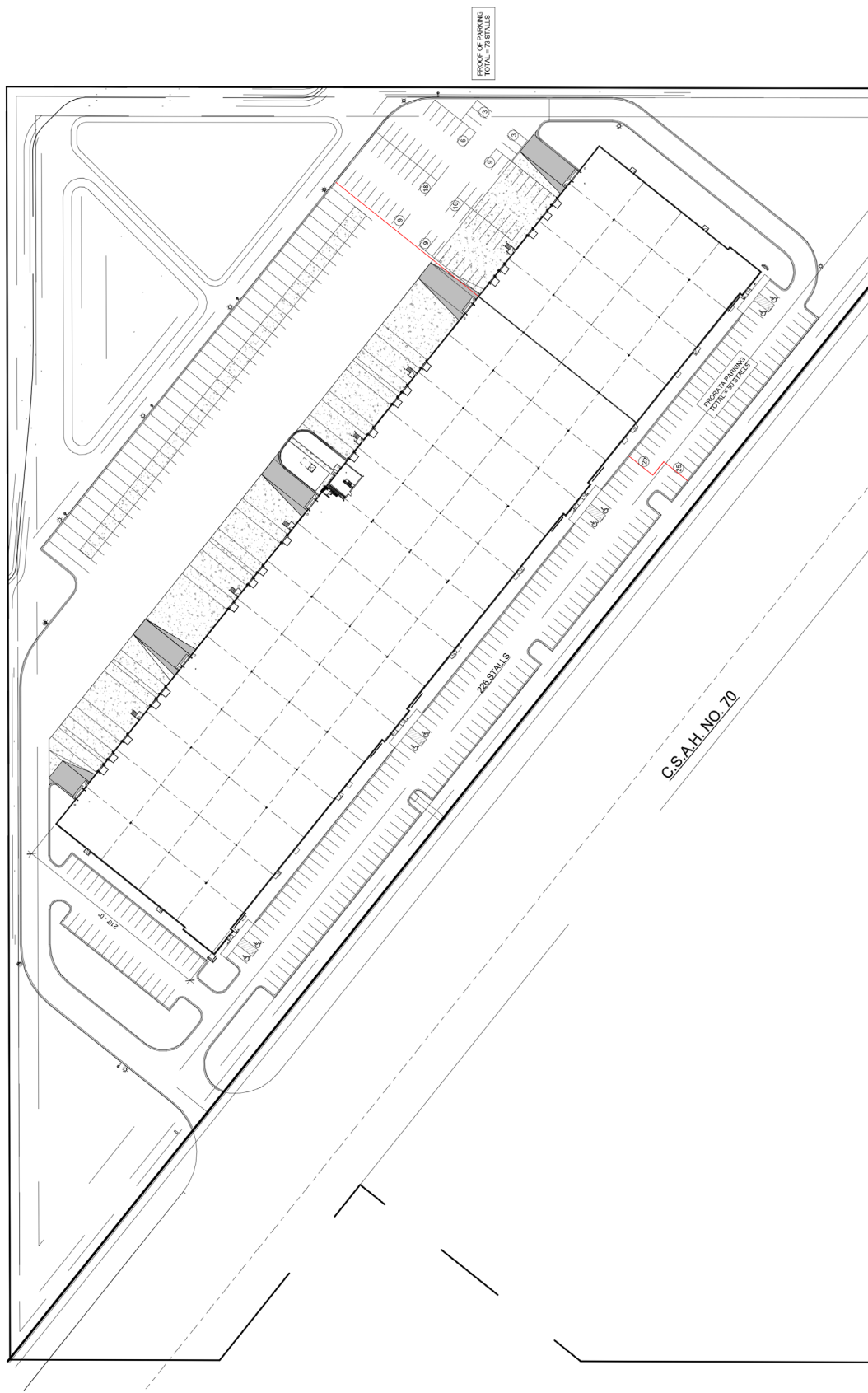
Location
 21300 Juniper Way
 Lakeville, Minnesota

Issued For
 PRELIMINARY REVIEW

Date
 06/12/2025

Sheet Title
 PICKLE IN THE MIDDLE
 PROOF OF PARKING

Project Number 25.027 **Sheet Number** 2



1 PICKLE IN THE MIDDLE - PROOF OF PARKING
 2 SCALE: 1" = 50'-0"



Date: 2/2/2026

Proposal from Lano Equipment, Inc. for Kubota RTVX2C

Proposed Action

Staff recommends adoption of the following motion: Move to accept Proposal from Lano Equipment, Inc. for the purchase of a Kubota RTVX2C.

Overview

Unit 3268, a 2016 Kubota 1100, experienced catastrophic engine failure. After discussing options with Fleet and Finance staff, the Parks department recommends replacing the unit with a new Kubota. The Kubota is an essential part of our Park Maintenance fleet. This unit is primarily utilized to operate as our athletic field striper. We rely on this unit to continue to meet the expectations of park users.

At this time, staff is recommending the Mayor and City Council approve the purchase of the Kubota RTVX2C from Lano Equipment, Inc. through the Sourcewell Cooperative Purchasing Contract in the amount of \$26,244.63.

Supporting Information

1. Lano Equipment Proposal 1.28.26

Financial Impact: \$26,244.63 Budgeted: No Source: Equipment Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Mark Kruse, Parks Superintendent
--

-- Standard Features --

-- Custom Options --



V Series

RTVX2C-SKLH-1

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+23.3 Gross Eng HP
75 Amp Alternator

KEY FEATURES

Factory Cab with A/C, Heater,
Defroster
Digital Multi-meter
Fully-opening roll-down side
windows
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

TIRES AND WHEELS

ATV Tire 25 x 10 - 12, 6 ply
HDMP Tires 25 x 10 - 12, 6 ply

RTVX2C-SKLH-1 Base Price: \$31,399.00

Selected Kubota Attachments

(1) Turn Signal/Hazard Light Kit K7741-99610-Turn Signal/Hazard Light Kit	\$298.02
(1) LED REAR WORK LIGHT KIT (1) 77700-11812-LED REAR WORK LIGHT KIT (1)	\$99.99
(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$187.95
(2) SINGLE SIDE MIRROR - CAB (1) 77700-V5059-SINGLE SIDE MIRROR - CAB (1)	\$237.64
(1) AM/FM/WX/BT/USB/DAB+/RBDS/CAN HD SHRT DN 77700-13485-AM/FM/WX/BT/USB/DAB+/RBDS/CAN HD SHRT DN	\$334.00
Total Kubota Attachments:	\$1,157.60
Total Attachments:	\$1,157.60
Configured Price:	\$32,556.60
Sourcewell Discounts:	
Kubota Items:	(\$7,162.45)
Total Discount:	(\$7,162.45)
SUBTOTAL:	\$25,394.15
Kubota Item Fees:	
Dealer Assembly:	\$256.67
Freight Cost:	\$881.25
PDI:	\$400.00
K759119613 TURF TIRE W STEEL WHEEL ASSY	\$312.56
(4) ILO K712119300 HDMP TIRE/WHEEL ASSY	
TRADE 2016 RTVX1100 SN 23830 AS IS	(\$1,000.00)

Total Unit Price: \$26,244.63

Quantity Ordered: 1

Final Sales Price: \$26,244.63

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Proposal Accepted on February 2, 2026

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk



February 2, 2026

Item No.

Resolution Calling Public Hearing On Unpaid Special Charges

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Calling Public Hearing on Unpaid Special Charges.

Overview

Staff requests that the City Council call a public hearing to be conducted on April 6, 2026 for 2026 spring Unpaid Special Charges. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, and unpaid utility bills for closed accounts, false alarm charges and tree removal charges. To recover the unpaid special charges, the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing will be mailed to customers and published in the legal newspaper.

Delinquent utilities – final bills

In addition to certifying the amount delinquent, the City also collects a \$50 administrative fee to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period of April 6, 2026 until December 31, 2027. The certification process affects less than 1% of the Lakeville utility customers.

Nuisance Abatement & Unpaid False Alarm Charges

The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period April 6, 2026 until December 31, 2027.

Nuisance Abatement-Diseased Tree Removal

The affected parcels will each be assessed the actual contractual cost incurred, a \$50 administrative fee to cover the cost of the assessment, and an interest rate of 4.3% of the amount delinquent plus the service charge for the period April 6, 2026 until the end of the term based on dollar amount below.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999
7 years	Over \$5,000

In the staff's opinion, certification is the least labor-intensive method of collecting delinquent accounts. It is also the process least likely to foster ill will amongst customers.

Supporting Information

- Resolution 2026-02-02 Calling Public Hearing Unpaid Special Charges

CITY OF LAKEVILLE

RESOLUTION No _____

Resolution Calling Public Hearing on Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges (“utility charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat. 429.101 authorizes the City to special assess unpaid streetlight charges, weed elimination from streets or private property and tree removal charges (“special charges”); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges (“special charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Title 4-4-15 of the City Ordinance authorizes the City to special assess the abatement of diseased shade trees to the County Auditor for collection with taxes; and

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

1. A public hearing shall be held on the 6th day of April 2026 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. to consider certifying unpaid utility charges, street light charges, weed elimination from streets or private property and tree removal charges to the County Auditor-Treasurer for collection with taxes and assessment of special charges.
2. The City Clerk is hereby directed to cause a notice of the hearing to be published once in the official newspaper at least two (2) weeks prior to the hearing. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the unpaid utility charge, street light charge, weed elimination from street or private property and tree removal charge list not less than two (2) weeks prior to the hearing.

ADOPTED this 2nd day of February 2026 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/2/2026

Ordinance Amendment on Licensing Background Checks for Sexually Oriented Businesses and Massage Businesses

Proposed Action

Staff recommends adoption of the following motion: Move to adopt an ordinance amending Title 1, Chapter 1, and Title 3, Chapters 10, 16, and 21 of the Lakeville City Code, and a summary ordinance for publication.

Overview

The proposed ordinance amends multiple sections of the Lakeville City Code to clarify licensing background investigation authority, fingerprinting and consent requirements, and applicant cooperation standards for sexually oriented businesses and massage therapy establishments.

The updates are intended to ensure compliance with Minnesota Statutes, including Minn. Stat. §299C.77 and Chapter 13, and to create consistent licensing processes across regulated business types.

Supporting Information

1. Ordinance 1118 Amendments_Redline
2. Ordinance 1118 Amendments_Clean
3. Summary for Publication

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Ann Orlofsky, City Clerk

ORDINANCE NO.1118

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 1 AND TITLE 3, CHAPTERS 10,
16, AND 21 OF THE LAKEVILLE CITY CODE CONCERNING LICENSING
BACKGROUND CHECKS FOR SEXUALLY ORIENTED BUSINESSES AND
MASSAGE BUSINESSES**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA ORDAINS:

SECTION 1. Section 1-7-6-1-B of the Lakeville City Code is hereby amended to add the underlined language as follows:

B. Criminal History License Background Investigations: The police department is hereby ~~required~~authorized, as the exclusive entity within the city, to do a criminal history background investigation on the applicants for city permits, licenses, and other approvals. In conducting the criminal history background investigation in order to screen license applicants, the police department is authorized to access data maintained in the Minnesota bureau of criminal apprehensions computerized criminal history information system in accordance with BCA policy and any other state or national criminal background data accessible pursuant to applicable law. Any data that is accessed and acquired shall be maintained at the police department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the computerized criminal history data may be released by the police department to the licensing authority, including the city council, the city administrator, or other city staff involved in the license approval process.

Before the investigation is undertaken, the applicant must authorize the police department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota statutes chapter 13 regarding the collection, maintenance and use of the information and Minnesota Statutes, Section 299C.77, as applicable. Except for the positions set forth in Minnesota statutes section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the city rejects the applicant's request on this basis, the city shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The applicant complaint and grievance procedure set forth in Minnesota statutes section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication. (Ord. 878, 4-18-2011)

SECTION 2. Section 3-10-4-C-3 of the Lakeville City Code is hereby amended to add the underlined language and delete the ~~strikethrough~~ language as follows:

3. ~~Either a~~ A set of classifiable fingerprints suitable for conducting necessary background checks pursuant to this chapter, or the applicant's social security number, to be used for the same purpose and a criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check.

SECTION 3. Section 3-10-5-B of the Lakeville City Code is hereby amended to add the underlined language and delete the ~~strikethrough~~ language as follows:

B. Approval Of License: Within thirty (30) days after the receipt of a completed application and completed fingerprint background check, the city administrator shall either issue a license, or issue a written notice of intent to deny a license, to the applicant. The city administrator shall approve the issuance of a license unless one or more of the following is found to be true:

1. An applicant is under eighteen (18) years of age.
2. An applicant is delinquent in the payment to the city of taxes, fees, fines, or penalties assessed against him or her or imposed upon him or her in relation to a sexually oriented business.
3. An applicant has failed to provide information required under section 3-10-4 of this chapter or which is necessary for issuance of the license or has falsely answered a question or request for information on the application form.
4. An applicant has been convicted of a violation of a provision of this chapter within two (2) years immediately preceding the application. The fact that a conviction is being appealed shall have no effect.
5. The premises to be used for the sexually oriented business has not been approved by the fire department and the building official as being in compliance with applicable laws and ordinances.
6. ~~The~~Any license fee required by this chapter has not been paid, including the license investigation fee.
7. An applicant or the proposed establishment is in violation of or is not in compliance with this chapter.
8. An applicant has been convicted of a crime:
 - a. Involving any of the following offenses:
 - (1) Prostitution as described in Minnesota statutes section 609.321;
 - (2) Solicitation, inducement of promotion of prostitution as described in Minnesota statutes section 609.322;

(3) Receiving profit derived from prostitution as described in Minnesota statutes section 609.323;

(4) Other prohibited acts relating to prostitution as described in Minnesota statutes section 609.324;

(5) Obscenity as described in Minnesota statutes section 617.241;

(6) Sale, dissemination, distribution, display or exhibition of harmful materials to minors as described in Minnesota statutes sections 617.293 and 617.294;

(7) Sexual performance by a child as described in Minnesota statutes section 617.246;

(8) Dissemination or possession of child pornography as described in Minnesota statutes section 617.247;

(9) Indecent exposure as described in Minnesota statutes section 617.23;

(10) Criminal sexual conduct as described in Minnesota statutes sections 609.342, 609.343, 609.344, and 609.345;

(11) Incest as described in Minnesota statutes section 609.365; or

(12) Criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses:

b. For which:

(1) Less than two (2) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense;

(2) Less than three (3) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a gross misdemeanor offense;

(23) Less than five (5) years have elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the conviction is of a felony offense; or

(34) Less than five (5) years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if the convictions are of two (2) or more misdemeanor offenses or combination of misdemeanor offenses occurring within any twenty four (24) month period.

SECTION 4. Section 3-16-4-B of the Lakeville City Code is hereby amended to add the following underlined language:

8. A set of classifiable fingerprints and a criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check.

SECTION 5. Section 3-21-4 of the Lakeville City Code is hereby amended to add the underlined language and delete the ~~strikethrough~~ language as follows:

Application for a massage therapy center license shall be made on forms provided by the city clerk. The application shall contain:

- A. A description of the property to be used;
- B. The names and addresses of the owner, lessee, if any, and the operator or manager;
- C. The names, residences and addresses of two (2) persons, residents of Dakota County, who may be referred to as to the applicant's, the manager's or operator's character;
- D. Whether the applicant, manager or operator has ever been convicted of a crime or offense other than a traffic offense and, if so, information as to the time, place, and nature of such crime or offense; ~~and~~
- E. A set of classifiable fingerprints and a criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check; and
- ~~E~~F. Such other information as the city clerk may require.

If the application is made on behalf of a corporation or a partnership, it shall be accompanied by appropriate business records showing the names and addresses of all individuals having an interest in the business and, in the case of a corporation, the names and addresses of the officers and shareholders. Applicants shall furnish to the city with their application documents establishing the applicant's interest in the premises on which the business will be located. Documentation shall be in the form of a lease, a deed, a contract for deed or any other document which establishes the applicant's interest. The application for license shall be signed and sworn to. If the application is by a natural person, it shall be signed and sworn to by such person; if by a partnership, by one of the partners; and if by an unincorporated association, by the manager or managing officer thereof. (Ord. 896, 11-19-2012)

SECTION 6. Section 3-21-7-D of the Lakeville City Code is hereby amended to add the following underlined language:

- D. Licenses shall be issued only to applicants who have provided all of the information requested in the application, have paid the full license fee and investigation fee and have cooperated with the city in review of the application, including cooperating in the background investigation process.

SECTION 7. Effective Date. This ordinance shall be effective immediately upon its passage and publication.

ADOPTED by the City Council of the City of Lakeville, Minnesota this 2nd day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. 1118

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 1 AND TITLE 3, CHAPTERS 10,
16, AND 21 OF THE LAKEVILLE CITY CODE CONCERNING LICENSING
BACKGROUND CHECKS FOR SEXUALLY ORIENTED BUSINESSES AND
MASSAGE BUSINESSES**

NOTICE IS HEREBY GIVEN that on February 2, 2026, Ordinance No. 1118 was adopted by the City Council of the City of Lakeville.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 1118, the following summary of the Ordinance has been prepared for publication:

This Ordinance amends Title 1, Chapter 1 and Title 3, Chapters 10, 16, and 21 of the Lakeville City Code concerning clarifying the licensing background check requirements for sexually oriented business and massage businesses pursuant to the requirements of Minnesota Statutes, Section 299C.77.

A printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours.

Approved for publication by the City Council of the City of Lakeville, Minnesota this 2nd day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

ORDINANCE NO.1118

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

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16, AND 21 OF THE LAKEVILLE CITY CODE CONCERNING LICENSING
BACKGROUND CHECKS FOR SEXUALLY ORIENTED BUSINESSES AND
MASSAGE BUSINESSES**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA ORDAINS:

SECTION 1. Section 1-7-6-1-B of the Lakeville City Code is hereby amended to add the language as follows:

B. Criminal History License Background Investigations: The police department is hereby authorized, as the exclusive entity within the city, to do a criminal history background investigation on the applicants for city permits, licenses, and other approvals. In conducting the criminal history background investigation in order to screen license applicants, the police department is authorized to access data maintained in the Minnesota bureau of criminal apprehensions computerized criminal history information system in accordance with BCA policy and any other state or national criminal background data accessible pursuant to applicable law. Any data that is accessed and acquired shall be maintained at the police department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the computerized criminal history data may be released by the police department to the licensing authority, including the city council, the city administrator, or other city staff involved in the license approval process.

Before the investigation is undertaken, the applicant must authorize the police department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota statutes chapter 13 regarding the collection, maintenance and use of the information and Minnesota Statutes, Section 299C.77, as applicable. Except for the positions set forth in Minnesota statutes section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the city rejects the applicant's request on this basis, the city shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The applicant complaint and grievance procedure set forth in Minnesota statutes section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication. (Ord. 878, 4-18-2011)

SECTION 2. Section 3-10-4-C-3 of the Lakeville City Code is hereby amended to add the language as follows:

3. A set of classifiable fingerprints and criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check.

SECTION 3. Section 3-10-5-B of the Lakeville City Code is hereby amended to add the language as follows:

B. Approval Of License: Within thirty (30) days after the receipt of a completed application and completed fingerprint background check, the city administrator shall either issue a license, or issue a written notice of intent to deny a license, to the applicant. The city administrator shall approve the issuance of a license unless one or more of the following is found to be true:

1. An applicant is under eighteen (18) years of age.
2. An applicant is delinquent in the payment to the city of taxes, fees, fines, or penalties assessed against him or her or imposed upon him or her in relation to a sexually oriented business.
3. An applicant has failed to provide information required under section 3-10-4 of this chapter or which is necessary for issuance of the license or has falsely answered a question or request for information on the application form.
4. An applicant has been convicted of a violation of a provision of this chapter within two (2) years immediately preceding the application. The fact that a conviction is being appealed shall have no effect.
5. The premises to be used for the sexually oriented business has not been approved by the fire department and the building official as being in compliance with applicable laws and ordinances.
6. Any license fee required by this chapter has not been paid, including the license investigation fee.
7. An applicant or the proposed establishment is in violation of or is not in compliance with this chapter.
8. An applicant has been convicted of a crime:
 - a. Involving any of the following offenses:
 - (1) Prostitution as described in Minnesota statutes section 609.321;
 - (2) Solicitation, inducement or promotion of prostitution as described in Minnesota statutes section 609.322;
 - (3) Receiving profit derived from prostitution as described in Minnesota statutes section 609.323;

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- (8) Dissemination or possession of child pornography as described in Minnesota statutes section 617.247;
- (9) Indecent exposure as described in Minnesota statutes section 617.23;
- (10) Criminal sexual conduct as described in Minnesota statutes sections 609.342, 609.343, 609.344, and 609.345;
- (11) Incest as described in Minnesota statutes section 609.365; or
- (12) Criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses:

b. For which:

- (1) Less than two (2) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense;
- (2) Less than three (3) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a gross misdemeanor offense;

SECTION 4. Section 3-16-4-B of the Lakeville City Code is hereby amended to add the following language:

8. A set of classifiable fingerprints and a criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check.

SECTION 5. Section 3-21-4 of the Lakeville City Code is hereby amended to the language as follows:

Application for a massage therapy center license shall be made on forms provided by the city clerk. The application shall contain:

- A. A description of the property to be used;
- B. The names and addresses of the owner, lessee, if any, and the operator or manager;

C. The names, residences and addresses of two (2) persons, residents of Dakota County, who may be referred to as to the applicant's, the manager's or operator's character;

D. Whether the applicant, manager or operator has ever been convicted of a crime or offense other than a traffic offense and, if so, information as to the time, place, and nature of such crime or offense;

E. A set of classifiable fingerprints and a criminal history records check consent form for a state and national criminal history background check, together with any fees required for the fingerprinting and criminal history records check; and

F. Such other information as the city clerk may require.

If the application is made on behalf of a corporation or a partnership, it shall be accompanied by appropriate business records showing the names and addresses of all individuals having an interest in the business and, in the case of a corporation, the names and addresses of the officers and shareholders. Applicants shall furnish to the city with their application documents establishing the applicant's interest in the premises on which the business will be located. Documentation shall be in the form of a lease, a deed, a contract for deed or any other document which establishes the applicant's interest. The application for license shall be signed and sworn to. If the application is by a natural person, it shall be signed and sworn to by such person; if by a partnership, by one of the partners; and if by an unincorporated association, by the manager or managing officer thereof. (Ord. 896, 11-19-2012)

SECTION 6. Section 3-21-7-D of the Lakeville City Code is hereby amended to add the following language:

D. Licenses shall be issued only to applicants who have provided all of the information requested in the application, have paid the full license fee and investigation fee and have cooperated with the city in review of the application, including cooperating in the background investigation process.

SECTION 7. Effective Date. This ordinance shall be effective immediately upon its passage and publication.

ADOPTED by the City Council of the City of Lakeville, Minnesota this 2nd day of February 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. 1118

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 1 AND TITLE 3, CHAPTERS 10,
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BACKGROUND CHECKS FOR SEXUALLY ORIENTED BUSINESSES AND
MASSAGE BUSINESSES**

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NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 1118, the following summary of the Ordinance has been prepared for publication:

This Ordinance amends Title 1, Chapter 1 and Title 3, Chapters 10, 16, and 21 of the Lakeville City Code concerning clarifying the licensing background check requirements for sexually oriented business and massage businesses pursuant to the requirements of Minnesota Statutes, Section 299C.77.

A printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours.

Approved for publication by the City Council of the City of Lakeville, Minnesota this 2nd day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/2/2026

Comprehensive Plan Amendment and Ordinance Amendment - Lennar

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving Comprehensive Plan Amendment, and 2) an ordinance approving a Zoning Map amendment and 3) adopt the findings of fact.

Overview

Lennar has submitted applications for roughly 20 acres of land located east of Holyoke Avenue, west of Highview Avenue, and north of Heritage Drive. The property is currently guided Low Density Residential (up to 3 units/acre) in the 2040 Comprehensive Land Use Plan and is proposed to be changed to Low-Medium Density Residential (up to 5 units/acre). The Zoning Map is proposed to be amended from RS-3 Single-Family Residential District to RST-2, Single and Two-Family Residential District, to be consistent with the proposed land use designation of the site.

The submitted concept plan illustrates about 12 acres of net developable land with a 46 single-family home development (roughly 3.8 units/acre) If the Comprehensive Plan and Zoning Map amendments are approved by the City Council and Met Council, the developer would prepare a preliminary plat application, which would require a public hearing with the Planning Commission prior to City Council consideration. The preliminary plat stage is when landscaping, setbacks, grading, stormwater, etc. are reviewed for a development.

Staff heard from neighbors who have concerns with the additional traffic, impact to the schools, and environmental impacts the proposed land use changes could bring. The findings are based on consistency with the 2040 Comprehensive Plan, existing background studies used to inform that plan, and the City's knowledge of current and planned infrastructure and service capacities. Holyoke Avenue (major collector roadway), and Highview Avenue and Heritage Drive (minor collector roadways) have the design capacity to accommodate the proposed development. Holyoke Avenue is currently proposed for reconstruction within the city's CIP for construction in 2029. The future reconstruction of Holyoke Avenue has gone under preliminary engineering and is awaiting a final engineering contract. This project has taken into consideration the development of the subject area and how its potential traffic generation impacts Holyoke Avenue. Final engineering design is anticipated to take place one year prior to construction and will further evaluate both existing and proposed intersection control measures along the corridor.

The city has historical wetland data for the property which will be reviewed more thoroughly at the preliminary plat stage, but the proposed concept plan demonstrates the site can be developed

at the proposed density while protecting the wetlands as required. Staff has sent an email to the school district letting them know of three minor comprehensive plan amendments that are currently in process, the other two amendments are both for decreases in density. Overall, the number of residential units proposed is decreasing when factoring in all three comprehensive plan amendments.

City staff did require the applicant to pay for a sanitary sewer capacity analysis because it directly related to a known system constraint that could be evaluated independent of a specific site design. The study reviewed the property to increase density from Low Density Residential (up to 3 units/acre) to Medium Density Residential (up to 7 units/acre) which could have had a greater impact to the sanitary sewer system. The current request is to change the land use designation to Low-Medium Density. The study concluded that the sanitary sewer system can handle the increased number of units.

The Planning Commission held a public hearing at the January 15, 2026 meeting to consider the Comprehensive Plan and Zoning Map amendments. There were four people who spoke during public comment at the public hearing. The main concerns being additional traffic and the direct impact to their properties. The Planning Commission unanimously recommended approval of the Comprehensive Plan Amendment, and Zoning Map amendment.

Supporting Information

1. Comp Plan Resolution, Rezoning Ordinance, Findings
2. PC Minutes and Staff Report

Financial Impact: NA Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner

RESOLUTION 2026-____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

2040 COMPREHENSIVE PLAN AMENDMENT
LENNAR

WHEREAS, on February 2, 2026, the Lakeville City Council met at its regularly scheduled meeting to consider the application by Lennar for approximately 20 acres located east of Holyoke Avenue, west of Highview Avenue, and north of Heritage Drive and,

WHEREAS, the property is guided for Low Density Residential land use by the 2040 Comprehensive Plan; the applicant has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low/Medium Density Residential; and,

WHEREAS, the proposed Comprehensive Plan amendment may be processed as an administrative amendment, which does not require notification of adjacent and affected jurisdictions; and,

WHEREAS, the 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:

- a) **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed comprehensive plan amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

- b) **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed low-medium density residential use is compatible with the single and multiple family residential character of the neighborhood.

- c) **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed low-medium density residential land use and site improvements illustrated on the concept plan will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary subdivision and zoning applications to develop the property.

- d) **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The subject site is within the MUSA and will be served by sanitary sewer and water services. The proposed use will not overburden the City's service capacity. The proposed development is not considered premature.

- e) **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by Holyoke Avenue, Heritage Drive, and Holt Avenue which can serve the proposed development. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use.

WHEREAS, the legal description of the property is in Exhibit A.

WHEREAS, The Planning Commission conducted a public hearing on the application at its January 15, 2026 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

NOW THEREFORE BE IT RESOLVED THAT the City Council approves the application of Lennar to amend the 2040 Comprehensive Plan subject to the approval of the Metropolitan Council and recording of a final plat for the parcels included with the amendment.

ADOPTED by the Lakeville City Council this 2nd day of **February 2026**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

Exhibit A

Legal Descriptions:

Parcel A: PID No. 22-02000-84-011

South half of Southeast quarter of Southeast quarter of except commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel B: PID No. 22-02000-84-012

Part of South half of Southeast quarter of Southeast quarter commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel C: PID No. 22-32175-00-030

Outlot C, Heritage Walk

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

2040 COMPREHENSIVE PLAN AMENDMENT
LENNAR

FINDINGS OF FACT AND DECISION

On January 15, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application by Lennar to consider an amendment to the 2040 Land Use Plan map of the 2040 Comprehensive Plan to reguide property from Low Density Residential to Low/Medium Density Residential. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is guided for LDR, Low Density Residential land uses in the 2040 Comprehensive Land Use Plan. Lennar has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land use to Low-Medium Density Residential.

2. The legal description of the property is:

See Attached

3. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed comprehensive plan amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed low-medium density residential use is compatible with the single and multiple family residential character of the neighborhood.

- c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed low-medium density residential land uses and site improvements illustrated on the concept plan will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary subdivision and zoning applications to develop the property.

- d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The subject site is within the MUSA and will be served by sanitary sewer and water services. The proposed use will not overburden the City's service capacity. The proposed development is not considered premature.

- e. Traffic generated by the proposed use is within capabilities of streets serving the property.

Finding: The subject site is accessed by Holyoke Avenue, Heritage Drive, and Holt Avenue which can serve the proposed development. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use.

5. The planning report dated January 6, 2026 prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council hereby approves the Comprehensive Plan amendment subject to the approval of the Metropolitan Council and recording of a final plat of the parcels included in the amendment.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

Exhibit A

Legal Descriptions:

Parcel A: PID No. 22-02000-84-011

South half of Southeast quarter of Southeast quarter of except commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel B: PID No. 22-02000-84-012

Part of South half of Southeast quarter of Southeast quarter commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel C: PID No. 22-32175-00-030

Outlot C, Heritage Walk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
LENNAR - HIGHVIEW

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The current legal description of the property is:

South half of Southeast quarter of Southeast quarter of except commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

and

Part of South half of Southeast quarter of Southeast quarter commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

and

Outlot C, Berean Baptist Church

Section 2. The property described above is hereby rezoned from RS-3, Single-Family Residential to RST-2, Single- and Two-Family Residential District.

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated above.

ADOPTED by the Lakeville City Council this **2nd** day of **February, 2026**.

CITY OF LAKEVILLE

BY:_____

Luke M. Hellier, Mayor

ATTEST:_____

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

ZONING MAP AMENDMENT
LENNAR

FINDINGS OF FACT AND DECISION

On January 15, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application by Lennar for an amendment to the Zoning Map to rezone property from RS-3, Single Family Residential District to RST-2-, Single- and Two-Family Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is guided for Low Density Residential land use by the 2040 Comprehensive Plan. Lennar has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low-Medium Density Residential.
2. The subject property is zoned RS-3, Single Family Residential District. Lennar has applied for an amendment to the Zoning Map to change the zoning of the property to RST-2, Single and Two Family Residential District.
3. The legal description of the property is:

See Attached

4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed Zoning Map amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed low-medium density residential use (single-family homes) is compatible with the single and multiple family residential character of the neighborhood and is consistent with the present and future land uses in the area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed land use shall be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property.

- d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The subject site is within the MUSA and is served within the public service capacity for the development. The proposed use will not overburden the City's service capacity.

- e. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by Holyoke Avenue, Heritage Drive, and Holt Avenue which can serve the proposed zoning of the property. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use.

5. The planning report dated January 6, 2026 prepared by Heather Botten, Senior Planner, is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map amendment, subject to Metropolitan Council approval of the Comprehensive Plan Amendment and recording of a final plat of the parcels included with the amendment.

DATED: February 2, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

Exhibit A

Legal Descriptions:

Parcel A: PID No. 22-02000-84-011

South half of Southeast quarter of Southeast quarter of except commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel B: PID No. 22-02000-84-012

Part of South half of Southeast quarter of Southeast quarter commencing Southeast corner West 475 feet North 175 feet East 475 feet South 175 feet to beginning Section 20, Township 114, Range 20

Parcel C: PID No. 22-32175-00-030

Outlot C, Heritage Walk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
RELATING TO ITEM 5.b - LENNAR
January 15, 2026

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson

Members Absent: Pat Kaluza

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director, Heather Botten, Senior Planner; Dawn Erickson, Community Development Recorder

5b. Lennar

Chair Zimmer opened the public hearing to consider the application of Lennar for a Comprehensive Plan amendment to re-guide property from Low Density Residential to Low-Medium Density Residential and a Zoning Map amendment to rezone property from RS-3, Single Family Residential District to RST-2, Single- and Two-Family Residential District.

Steve Troskey from Lennar introduced the project.

Ms. Botten presented the staff report. Lennar is requesting a comprehensive plan and zoning map amendments for three parcels of land totaling 20.06-acres. The properties are located east of Holyoke Avenue, west of Highview Avenue, and north of Heritage Drive.

A sewer capacity report was done at the request of the city and paid for by the applicant. The parcels are near the end of the line, and a study was required to add the proposed increase in units to the sanitary sewer model to confirm compliance. The study confirmed the City's sanitary sewer system has the capacity to serve the site with the proposed land use and rezoning changes.

The proposed RST-2 zoning is compatible with the single and multiple family residential character of the neighborhood and is consistent with the present and future land uses in the area.

The single-family home lots to the east would be buffered by a city owned outlot and Highview Avenue. The existing wetlands and proposed site design allow for adequate buffers to adjacent and nearby properties allowing for the proposed increase in density.

The submitted concept plan illustrates a potential 46 single-family home development. If the Comprehensive Plan and Zoning Map amendments are approved by the City Council and Met Council, the developer would prepare a preliminary plat application, which would require a Planning Commission public hearing prior to City Council consideration. The preliminary plat stage is when landscaping, setbacks, grading, etc. are reviewed for a development.

Community Development Department staff recommend approval of the Comprehensive Plan amendment and Zoning Map amendment subject to review and approval by Metropolitan Council.

Chair Zimmer opened the hearing to the public for comment.

Ann Wood, representing the Haglund property at 19874 Holyoke Avenue, asked if their property would also be zoned as single family. She also expressed concern about being landlocked.

Jerry Jirik, 19845 Highview Avenue, expressed concern about leaving 12 acres in limbo. He stated there is a street that is dead ended to his back door and feels they should develop it all or not develop any of it.

James Blare, 19841 Highview Avenue, expressed concern about being landlocked, as well as if traffic control is being addressed or when it will be addressed.

Jessica Feist, 19830 Holyoke Avenue, expressed concern about being landlocked, as well as traffic concerns.

Motion was made by Einck, seconded by Swenson to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Botten stated the six parcels north of the proposed development are not part of the request and will remain zoned RS-3, Single Family Residential District. As for development of the parcels, that would be for the property owners to discuss with the developer. At the next stage with the preliminary plat, a ghost plat would be required to show how road connections could connect into the single-family homes to the north and how the properties could be developed. Regarding traffic control with All Saints Church, the proposed street location on the east side of Holyoke Avenue was intentionally aligned with the church's driveway; offset intersections create additional conflict of vehicles on the roadway. Holyoke Avenue is within the City's Capital Improvement Plan for reconstruction in 2029, with the street designed with these parcels in mind.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Einck asked how many lots there are north of the Berean site. Ms. Botten replied there are six.
- Chair Zimmer asked about whether the dead ends in the townhome area to the south are to be opened up to make crossways. Ms. Botten stated there are no changes proposed to the development to the south.
- Commissioner Swenson stated this is one step in the process of a multi-step process; the developer will be required to prepare detailed plans for review if the project proceeds. Tonight, it is just the land use change that is being considered.
- Chair Zimmer asked for clarification of what is proposed to be built here and what is allowed regarding multi-family homes. Ms. Botten stated apartments would not be allowed in the proposed zoning district or land use guide. Only single family homes, detached townhomes,

and twin homes are permitted in the proposed zoning district. The concept plan is what the developer is intends to propose for the site.

- Commissioner Einck stated as part of the second step, the tree preservation plan, wetland mapping, and the like would be done; Ms. Botten confirmed that is accurate.
- Chair Zimmer asked Mr. Troskey to confirm that the intent is to build single family homes. Mr. Troskey concurred.
- Commissioner Traffas inquired whether Lennar has an interest in developing the property to the north. Mr. Troskey stated they do not have any interest at this time and would like to move forward with the property they have under contract and keep the discussion and approval to the site being discussed now.
- Chair Zimmer explained the scope of the Planning Commission.
- Commissioner Swenson stated that concerns regarding school capacity, boundary changes, etc. are handled by the school district. The city and the school district do share information about development activity. This land has been zoned for single family for many years and is proposed to be single family, albeit with a slightly higher density than currently permitted. He likes the concept of slightly higher density being the transition zone between the multi-family housing to the south moving to the single-family housing to the north and east.
- Commissioner Swaney asked if a traffic study will be conducted after the zoning is approved. Ms. Botten stated that staff is not recommending a study.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of the Comprehensive Plan amendment to re-guide property from Low Density Residential to Low-Medium Density Residential and the Zoning Map amendment to rezone property from RS-3, Single Family Residential District to RST-2-, Single- and Two-Family District Residential, and the Findings of Fact, subject to the following stipulations:

1. The Comprehensive Plan Amendment must be approved by Metropolitan Council.
2. The Comprehensive Plan and Zoning Map amendments will go into effect after approval by the City Council and the recording of a final plat for the parcels included in the amendments.

Ayes: Zimmer, Einck, Swaney, Swenson, Tinsley, Traffas,

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: January 6, 2026
Subject: Packet Material for the January 15, 2026 Planning Commission Meeting
Agenda Item: Lennar

1. Comprehensive Plan Amendment to change the land use designation from LDR, Low Density Residential to LMDR, Low-Medium Density Residential.
2. Zoning Map Amendment (Rezoning) from RS-3, Single Family Residential District to RST-2-, Single- and Two-Family District.

Application 60-day Deadline: February 25, 2026 (2nd 60 days)

BACKGROUND

Lennar, applicant, is requesting a comprehensive plan amendment from Low Density Residential to Low-Medium Density Residential and a zoning map amendment from RS-3, Single Family Residential District to RST-2-, Single- and Two-Family District Residential for three parcels of land totaling 20.06-acres. The properties are located east of Holyoke Avenue, west of Highview Avenue, and north of Heritage Drive.

The submitted concept plan illustrates a potential 46 single-family home development. If the Comprehensive Plan and Zoning Map amendments are approved by the City Council and Met Council, the developer would prepare a preliminary plat application, which would require a Planning Commission public hearing prior to City Council consideration. The preliminary plat stage is when landscaping, setbacks, grading, etc. are reviewed for a development.

EXHIBITS

- A. Aerial Photo/Site Location Map
- B. Land Use Plan Exhibit
- C. Zoning Map Exhibit
- D. Concept Plan

PLANNING ANALYSIS

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Designation	Zoning
North	Large lot single family residential	Low Density Residential	RS-3, Single-Family Residential
South	Townhome development	Medium/High Density Residential	RM-2, Medium Density Residential
East	Highview Avenue, city outlot, single-family residential	Low Density Residential and Restricted Development	Public/Open Space and RS-3, Single-Family Residential
West	Holyoke Avenue, All Saints Church, stormwater basin	Restricted Development, Medium Density Res, Public/Quasi Public	Public/Open Space and RM-1, Medium Density Residential

COMPREHENSIVE PLAN AMENDMENT

The subject site is guided Low Density Residential which allows a density of 0.1 to 3.0 dwelling units per acre. The proposed concept plan has a density of 3.88 units an acre. Therefore, the land use designation is proposed to be changed to Low/Medium Density Residential, allowing for a density up to five units an acre. The low/medium density designation allows for single-family homes, two-family, and detached townhomes.

Amendments to the 2040 Comprehensive Land Use Plan should be considered only for developments that serve Lakeville's long-term interests and are consistent with the goals and policies of the comprehensive plan. The proposed single-family homes shown on the developer's concept plan align with the low-medium density land use guidance, meet these goals, and provide an appropriate transition between the existing single-family homes to the north and east and the multiple-family development to the south.

A sewer capacity report was done at the request of the city and paid for by the applicant. The parcels are near the end of the line, and a study was required to add the proposed increase in units to the hydraulic sanitary sewer model to confirm compliance. The study confirmed the City's sanitary sewer system has the capacity to serve the site with the proposed land use and rezoning changes.

Due to the number of units in the development and the proximity of the plat to neighboring jurisdictions, the comprehensive plan amendment meets the criteria for administrative review by the Metropolitan Council. Staff has contacted the local sector representative and will submit a complete application following City Council review.

ZONING MAP AMENDMENT

Consistent with the land use designations described above, the same properties are proposed for a rezoning. The applicant is requesting to change the zoning of the properties from RS-3, Single Family Residential District to RST-2-, Single- and Two-Family District.

The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed Zoning Map amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

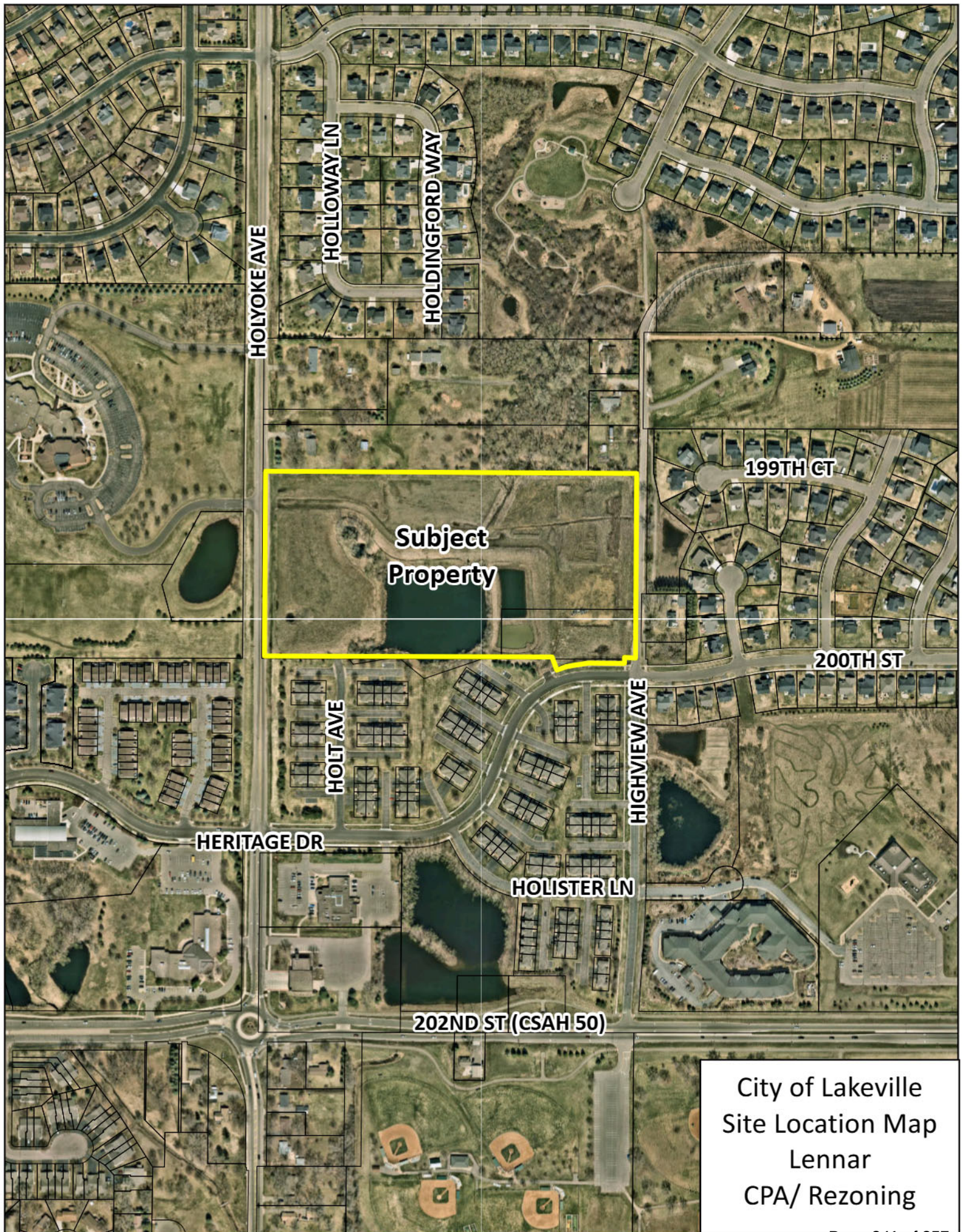
The proposed RST-2 zoning is compatible with the single and multiple family residential character of the neighborhood and is consistent with the present and future land uses in the area.

The single-family home lots to the east would be buffered by a city owned outlot and Highview Avenue. The existing wetlands and proposed site design allow for adequate buffers to adjacent and nearby properties allowing for the proposed increase in density.

CONCLUSION

Community Development Department staff recommends approval of the Comprehensive Plan Amendment and Zoning Map amendment subject to review and approval by Metropolitan Council.

Findings of fact for approval of the comprehensive plan amendment and zoning map amendment are included with the packet materials for your consideration.



**Subject
Property**

HOLYOKE AVE

HOLLOWAY LN

HOLDINGFORD WAY

199TH CT

200TH ST

HOLTER AVE

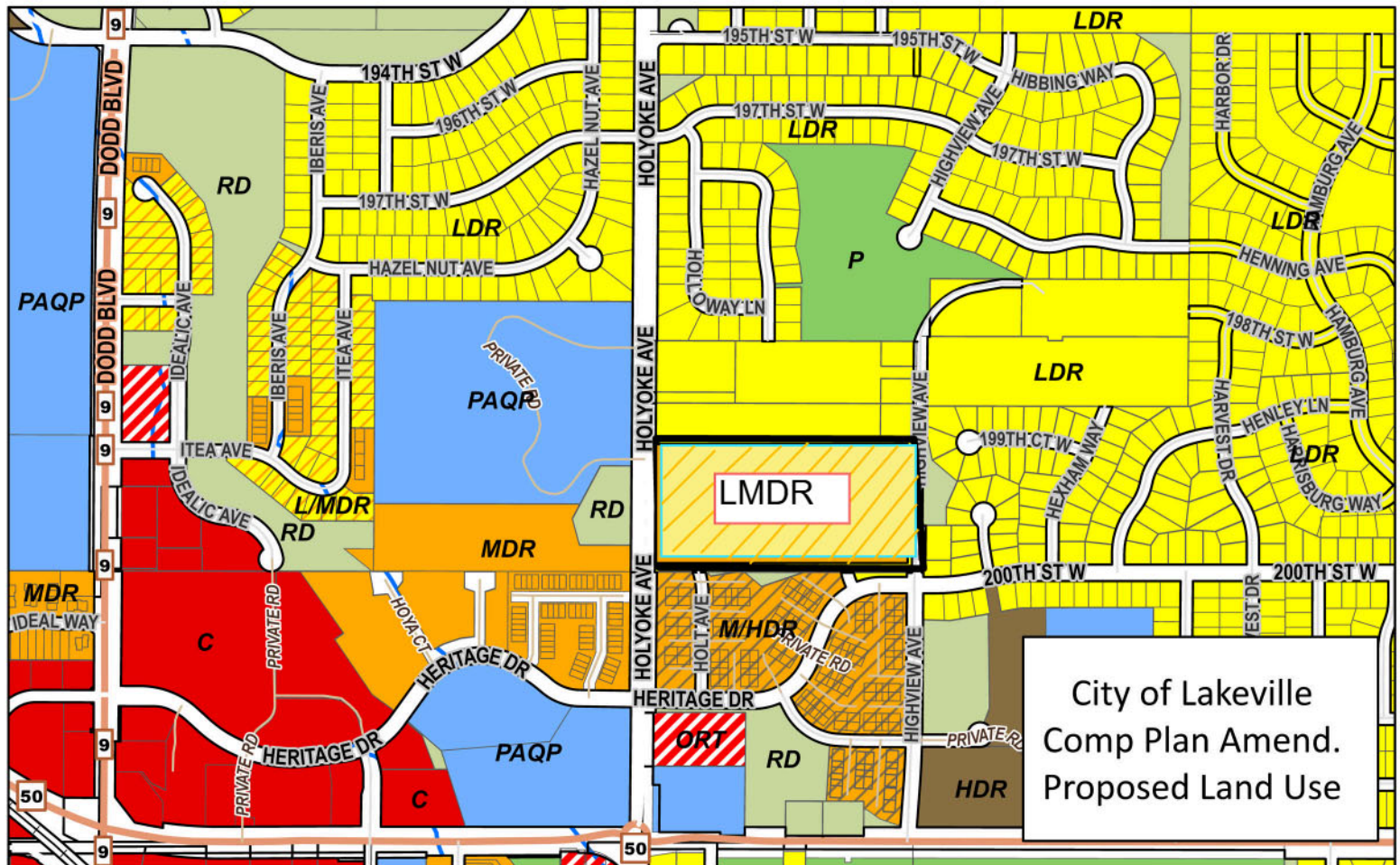
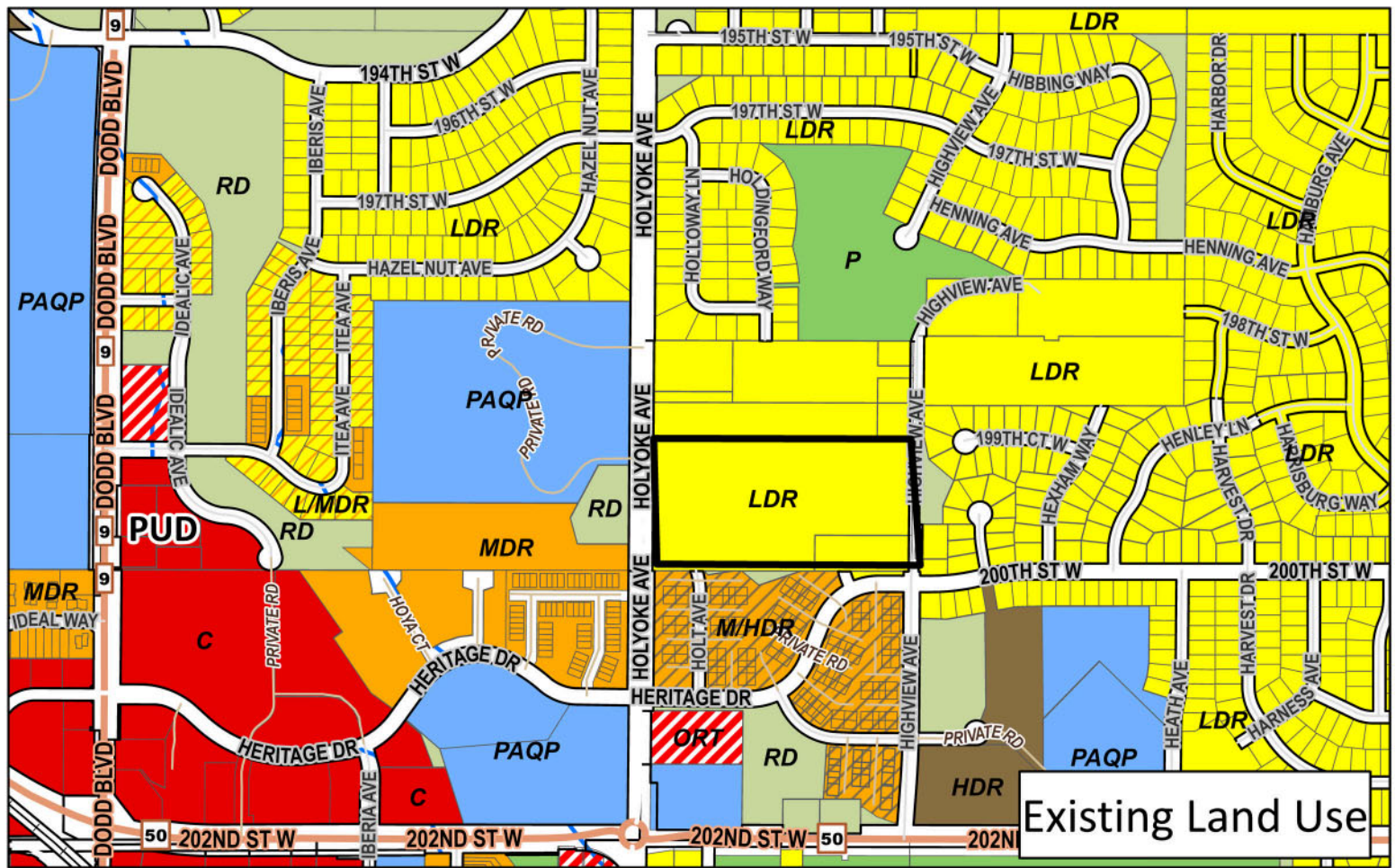
HIGHVIEW AVE

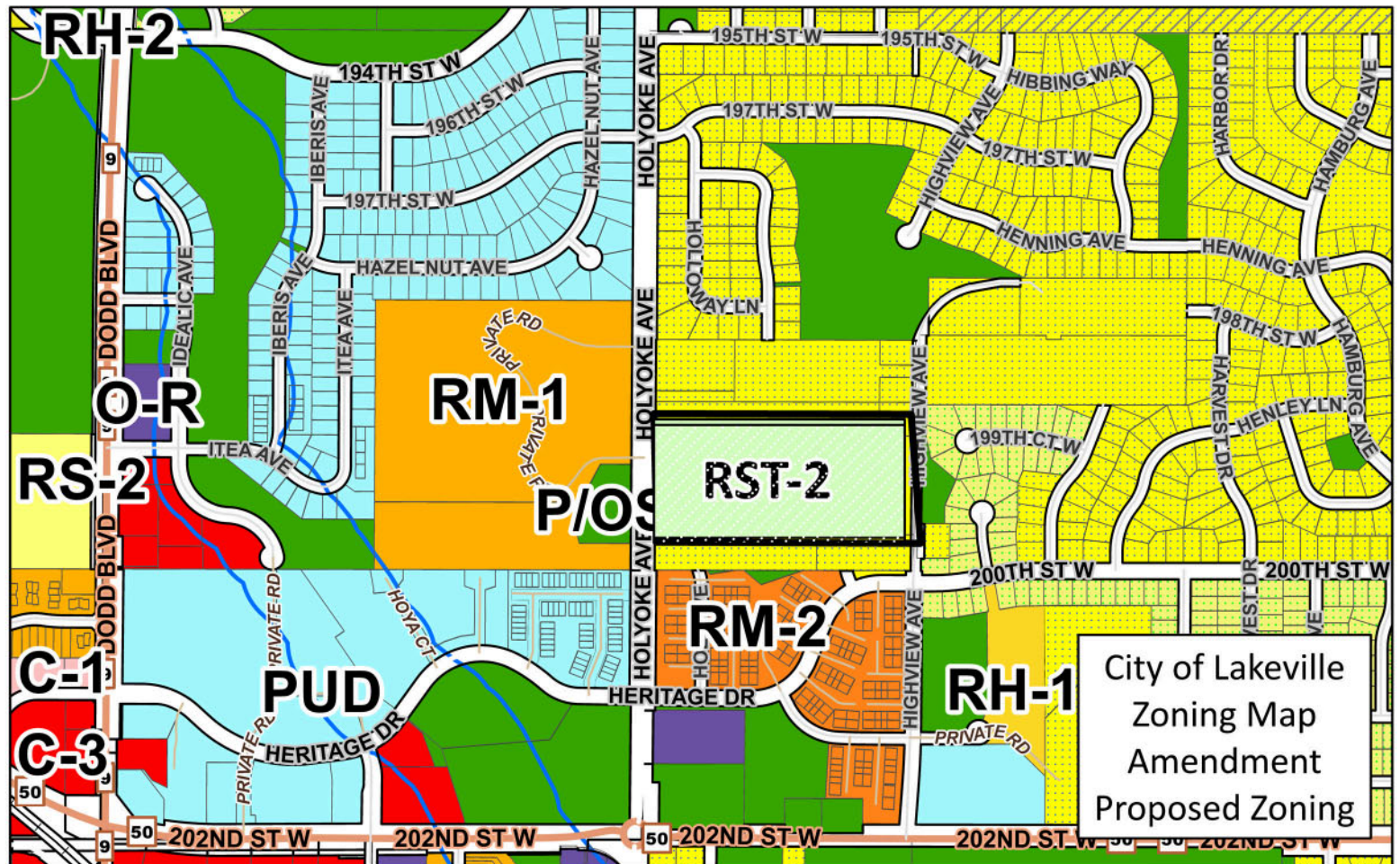
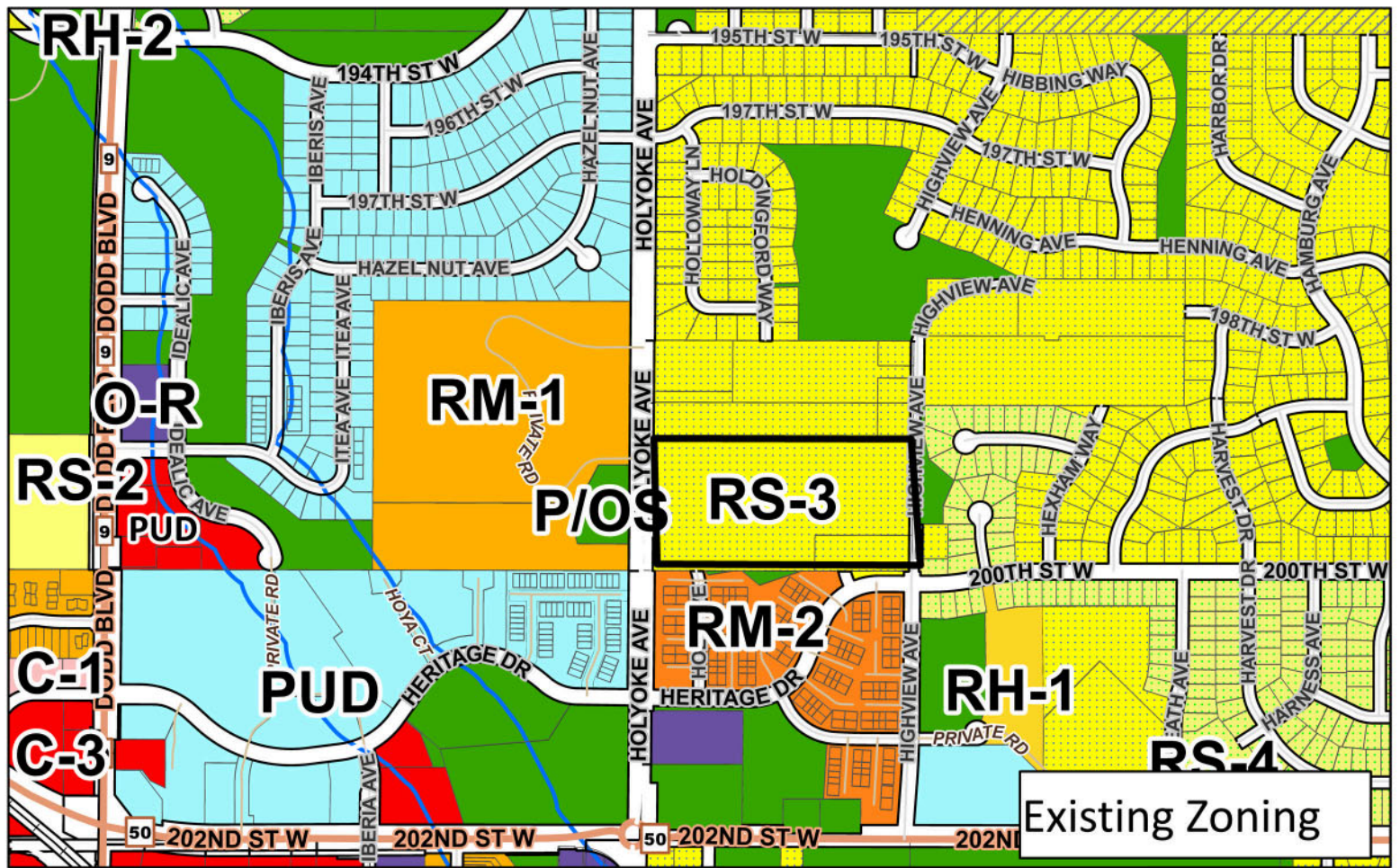
HERITAGE DR

HOLISTER LN

202ND ST (CSAH 50)

City of Lakeville
Site Location Map
Lennar
CPA/ Rezoning







Date: 2/2/2026

Draft Orderly Annexation Agreement with Eureka Township

Proposed Action

Staff recommends adoption of the following motion: No action needed - for discussion only.

Overview

Over the past several years, certain property owners in Eureka Township that have property adjacent to City of Lakeville borders have petitioned to have their property annexed into the city limits. Depending on the size of the property, this process is done by ordinance and then submitted to the State of Minnesota for approval.

Last year city and township officials began discussions about creating an orderly annexation agreement to address future annexation requests. An agreement would set standards for when property *could* be annexed into the city. Specifically, the area addressed by this draft agreement roughly follows a line along 225th Street and could possibly add up to 600 acres of property into the city.

From a City of Lakeville perspective, this agreement would create economic development opportunities by adding developable land into the city, most likely similar to development in Airlake Industrial Park. Currently, Eureka Township does not have the capability to serve these properties with water and sewer utilities, which is needed for development to occur.

Properties within this agreement would not be required to be annexed and could remain in Eureka Township if they wish. This agreement would simply expedite the process if and when they are interested in entering city limits.

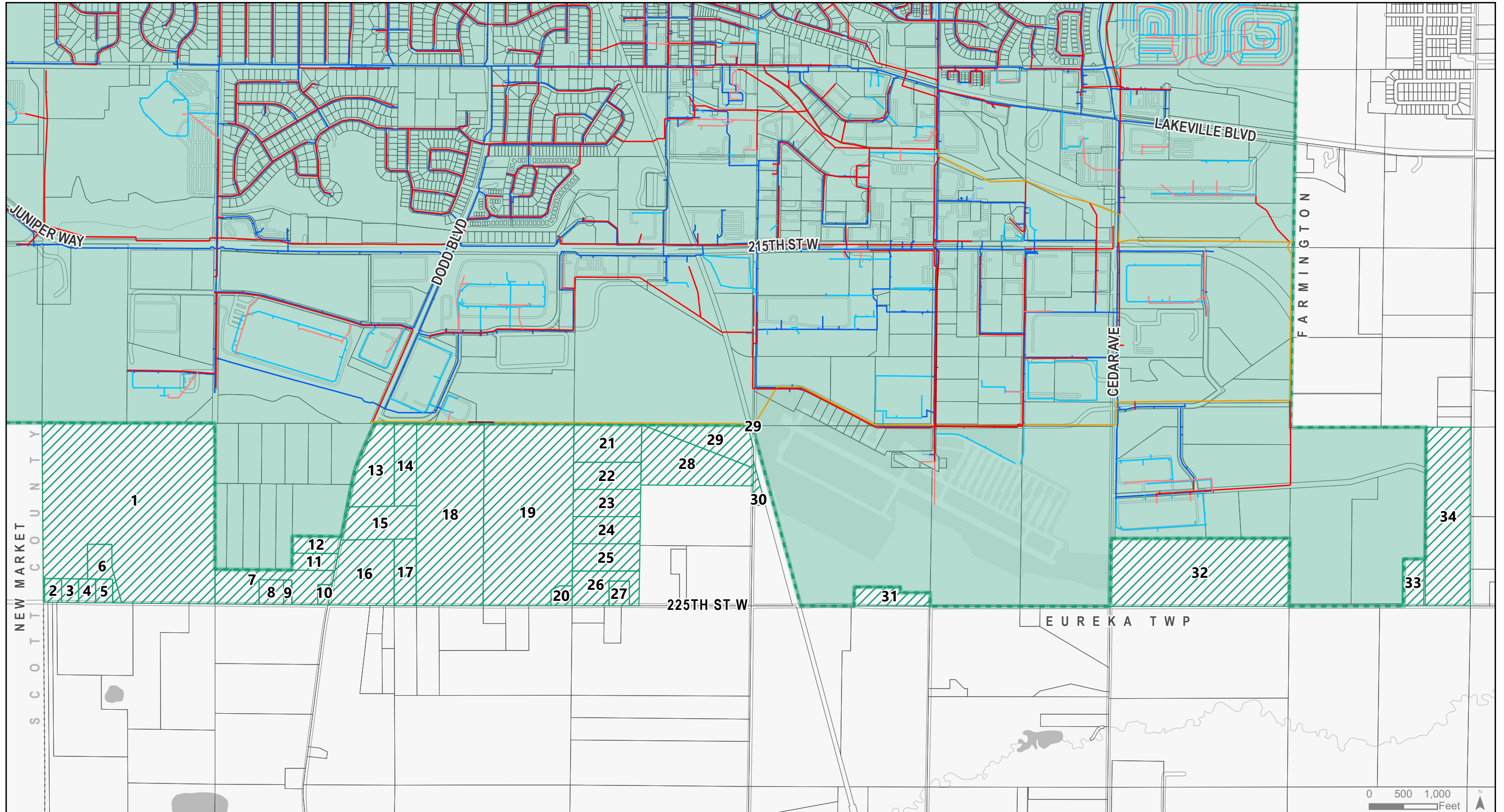
The attached agreement has been shared with Eureka Township officials, and while there is tentative agreement on many points, the portions in redline have not been agreed to since city staff last met with them.

Staff will be prepared to discuss the draft agreement and map and answer any questions that may arise.

Supporting Information

1. Proposed Annexation Jan. 2026
2. Draft Orderly Annexation Agreement - City of Lakeville 1-8-26

Financial Impact: N/A **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Justin Miller, City Administrator



Water Distribution	Sanitary Sewer	Proposed Annexation Areas
Public	Public	Lakeville Municipal Boundary
Private	Private	Proposed Annexation (Jan. 2026)
Well Collection	Interceptors/MCES	
Abandoned	Force Mains	

Proposed Annexation



Eureka Township Resolution No. _____
City of Lakeville Resolution No. _____

**JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN THE
TOWN OF EUREKA AND THE CITY OF LAKEVILLE, MINNESOTA**

WHEREAS, the Town of Eureka (“**Town**”) and the City of Lakeville (“**City**”) desire to enter into this joint resolution for orderly annexation (“**Joint Resolution**”) to provide for the orderly annexation of a certain portion of the Town to the City under the terms and conditions of this Agreement and to set out certain other agreements between the parties;

WHEREAS, the City and Town jointly agree to designate the area legally described in the attached Exhibit A and shown on the map attached as Exhibit B (“**Annexation Area**”) for orderly annexation in accordance with the terms and conditions of this Joint Resolution;

WHEREAS, the City and Town published notice on _____, 2025 of its intent to include the land in the Designated Area in accordance with Minn. Stat. § 414.0325, subd. 1b;

WHEREAS, the annexation provided for under this Agreement was initiated by the City and Town, not a petition, and so the requirement of Minn. Stat. §414.0325, subd. 1a, regarding electric utility service does not apply;

WHEREAS, the annexation provided for under this Joint Resolution was initiated by the City and Town, not a petition, and so the notice requirement in Minnesota Statutes, section 414.0325, subdivision 1a regarding electric utility service does not apply;

WHEREAS, the extension of sewer, water, and other public services can only be provided in prioritized phases if the process and timing of service requirements are clearly identified and jointly agreed upon in advance of the City’s capital planning, commitment, and expenditure; and

WHEREAS, the City and Town desire to accomplish the orderly annexation of the Annexation Area and the extension of municipal services in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Unit of the Office of Administrative Hearings, or its successor, (“**Adjustments Unit**”) and with the purpose of avoiding annexation disputes, enter into this Joint Resolution for orderly annexation pursuant to Minn. Stat. § 414.0325.

NOW, THEREFORE, the Town and City hereby resolve and agree as follows:

1. **Designation of the Annexation Area.** The Town and City hereby designate the area legally described in the attached Exhibit A and shown on the map attached as Exhibit B as in need of orderly annexation pursuant to Minnesota Statutes § 414.0325 and in accordance with the terms and conditions of this Joint Resolution. The Annexation Area contains approximately ____ acres, a population of approximately ____, and the current land use type is _____.

2. **Confer Jurisdiction.** This Joint Resolution confers jurisdiction upon the Adjustments Unit, or its successor, to complete orderly annexations in accordance with the terms of this Joint Resolution. The Town and City mutually state that the Adjustments Unit shall not alter the boundaries of the Annexation Area. This Joint Resolution sets forth all the conditions for annexation of the areas within the Annexation Area and no consideration by the Adjustments Unit is necessary. The parties understand and agree the administrative law judge (“**Judge**”) assigned to review an annexation shall determine, without a hearing, whether the proposed annexation is eligible for annexation and otherwise complies with the terms of this Joint Resolution. The Judge shall deny any requested annexation that does not comply with this Joint Resolution. If the Judge determines a requested annexation complies with this Joint Resolution, the Judge may review and comment, but shall order the annexation within 30 days after the City submits a resolution requesting annexation.
3. **Annexation Eligibility and Process.** The City shall only annex land from within the Annexation Area if it eligible for annexation under this Section, and then only in accordance with requirements of this Joint Resolution.
 - (a) Eligibility. The City may annex land within the Annexation Area pursuant to any of the following:
 - (1) The City receives a petition from all of the owners of the land to be annexed requesting annexation into the City;
 - (2) The Town adopts a resolution approving annexation of the identified land; ~~or~~
 - (3) The Adjustment Unit approves the incorporation of the Town into a city; or
 - (4) The land to be annexed abuts land located within the City.
 - (b) City Not Required to Annex. The City is not required to annex any land for which it receives a petition under this Joint Resolution and instead retains the discretion to determine whether to approve or deny any requested annexation.
 - (c) City Resolution. The City shall act by resolution (each an “**Annexation Resolution**”) to annex land within the Annexation Area after having completed all applicable procedures as provided in this Joint Resolution. The City’s Annexation Resolution must identify the eligibility criteria that applies to the land being annexed, provide the legal description of the affected land, and include a map showing the land proposed for annexation.
 - (d) Notice to Town. At least 60 days prior to filing an annexation resolution with the Adjustments Unit, the City shall provide the Town a copy of the resolution for review and comment.
 - (e) Objections. If for any reason the Town determines any portion of the land being annexed it is not eligible for annexation under this Joint Resolution, it shall notify the City of its objections within 30 days of receipt of the resolution. The parties agree to meet and work

in good faith to attempt to resolve the Town's objections. If the objections are not resolved within 20 days from the date of the Town's notice of objection, or such longer period as the parties may agree to, the City may proceed to file the resolution with the Adjustment Unit and the administrative law judge shall determine, without a hearing, whether the proposed annexation complies with the terms and conditions of this Agreement. The parties agree to abide by the administrative law judge's decision regarding the requested annexation. A denial of an annexation does not preclude the City from filing a new annexation resolution that complies with the terms and conditions of the Joint Resolution.

- (f) Filing and Costs. The City is solely responsible for preparing and filing its annexation resolutions with the Adjustments Unit, making any corrections to the filing as may be required, and for paying all related fees and costs.

4. **Provision of Municipal Services.**

- ~~(a) Utilities. The City shall extend municipal water and wastewater services to the land it annexes under this Joint Resolution as development occurs and City resources allow. The City shall provide all other City services in accordance with applicable City policies and procedures. (collectively, "Municipal Services") to the land it annexes under this Joint Resolution within eight months of the effective date of the annexation. Municipal Services shall be considered extended for the purposes of this paragraph if City water and wastewater lines are directly adjacent to the annexed land so that Municipal Services are available to the land with the installation of a service lateral, regardless of whether a structure has been constructed on the land. Except for an annexation of the remaining area under Section 3(a)(3) of this Joint Resolution, the City shall not annex any additional land under this Joint Resolution until Municipal Services have been extended to all annexed land.~~

~~(b)~~

- ~~(c) Other Services. The City shall provide other City services to the lands in annexes in the same manner as other land within the City and in accordance with all applicable policies and procedures.~~

- 5. **Property Taxes.** In accordance with Minnesota Statutes § 414.0325, subd. 4b, if an annexation becomes effective on or before August 1st, the City may levy on the annexed land. If the annexation becomes effective after August 1st, the Town may continue to levy on the annexed land and the City shall not impose its levy until the following levy year.
- 6. **Tax Reimbursement.** The parties agree the following satisfies the tax reimbursement requirement under Minnesota Statutes § 414.036.
 - (a) Amount. The Town retains the taxes levied on any land that is annexed on or before August 1 of a levy year and collected in the following year. Starting in the first year the City becomes the levying authority on the annexed land, the City shall make a cash payment to the Town to reimburse it for lost tax revenues in accordance with the following schedule:

Year City Becomes Taxing Authority	Percentage of Town Land Tax Paid to Town Each Year
1 st Year	90%
2 nd Year	70%
3 rd Year	50%
4 th Year	30%
5 th Year	10%
6 th Year	0%

(b) Payment. The percentage of land tax the City is required to pay the Town is fixed at the lesser of (i) last amount of land taxes payable to the Town from the annexed land or (ii) the amount of land taxes payable under the City's tax rate, and does not increase even though the amount of land taxes collected from the land may increase during the reimbursement period. The City shall pay the required amount to the Town within 30 days of the City's receipt of the first tax distribution in a year. The City may elect at any time to pay the Town the entire outstanding amount of reimbursement payments due in a single payment. The City may retain any land taxes paid on the land that exceed the required payment amount to the Town.

(c) Special Assessments. The City shall collect and pay to the Town any outstanding assessments for public improvements or services imposed by the Town under Minnesota Statutes, chapters 429, 365A, or other law, on land being annexed by the City as provided in Minn. Stat. § 414.036. The City shall pay such amounts over to the Town within 30 days of each tax distribution containing the assessed amounts until the assessment, including applicable interest, imposed on the annexed land is paid in full.

(d) Outstanding Debt. The City shall collect from the property taxes and forward to the Town any outstanding portion of Town debt attributable to land it annexes that is not being collected as a special assessment. The Town shall provide to the City the information regarding the amount of debt attributable to the land being annexed. The City shall pay such amounts over to the Town within 30 days of each tax distribution containing the debt payment until the debt, including applicable interest, attributable to the land is paid in full.

~~7. **Differential Taxation**. Land annexed pursuant to this Joint Resolution shall be subject to differential taxation, as provided in Minnesota Statutes, section 414.035, so that the tax rate applicable to the land after annexation shall be increased in substantially equal proportions over five years from the Town's tax rate in the year of annexation to the City's tax rate applicable to similar land in the City. If annexed land develops prior to the completion of the five-year differential period, the City's full tax rate shall apply to newly developed land based upon the tax assessor's inclusion of the development in the market value of the land. "Newly developed land" shall mean land that is platted after the date of annexation or land that experiences a change in use to multi-family residential, commercial, or industrial uses after the date of annexation (for example: a new commercial building constructed on previously vacant land in the second year of five-year period, assessor includes the new commercial value in third year, the City's full tax rate will apply in the third year due to development, which is then payable in the fourth year).~~

8.7. Incorporation of Town. The City agrees to adopt and file a resolution supporting the Town's incorporation into a city if the Town seeks incorporation under Minnesota Statutes § 414.02. If the Town seeks to incorporate, the City agrees to take no action to oppose such incorporation. If the Town seeks incorporation, the parties agree the proposed boundaries of the new city will not include any of the land within the Annexation Area unless mutually agreed by the City and Town. If the Town seeks incorporation before the City annexes all of the land within the Annexation Area, the remainder of the Annexation Area shall be annexed into the City on or before the effective date of the incorporation. If annexation occurs because of incorporation of the Town, the City shall extend municipal water and wastewater services to the annexed land as development occurs and City resources allow. The City shall provide all other City services in accordance with applicable City policies and procedures.

9.8. Planning and Land Use Regulations. The parties agree the Town shall continue to plan and administer its land use and subdivision regulations within the Annexation Area. Once land is annexed into the City, as of the effective date of the annexation the land shall become subject to the City's land use and subdivision regulations, as well as all other applicable City rules, regulations, and policies.

9.9. Road Maintenance. ~~When the City annexes up to or across a Town road right of way, that portion of the road, and any segment of the road between that portion and the City's boundary, become a City street and the City shall become responsible for maintaining it in the same manner as its other streets, unless the City and the Town agree otherwise in writing with respect to a particular road. For any annexation by the City pursuant to this Joint Resolution, responsibility for maintenance of affected roads shall be governed by Minn. Stat. § 414.038, as may be amended from time to time.~~

10. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.

11. No Further Annexation. The City agrees not to annex any land from the Town that is located outside of the Annexation Area unless the Town agrees to the annexation and the parties enter into a separate orderly annexation agreement providing for the annexation of the additional area.

12. Dispute Resolution. If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Town shall implement the following dispute resolution procedures in the sequence provided:

- (a) Negotiation. Upon written notice from one party to the other party requesting dispute resolution, representatives of the City and Township will meet a minimum of one time at a mutually convenient time and place to attempt to resolve the dispute through negotiation. Such meeting shall occur within 45 days of receipt of the notice by the non-noticing party. Failure of the non-noticing party to cooperate in the scheduling of the meeting within the 45-day period shall be deemed a waiver of this requirement and the noticing party may proceed to give notice of a demand for mediation.

Commented [JM1]: We would like to discuss how to address what happens if the parcels being proposed to remain in the township desire to be annexed and/or want to develop.

(b) Mediation. If negotiation is not successful, or is deemed waived as provided in Section 13(a), one party may demand by written notice that the parties participate in a minimum of one mediation session with a mutually agreed upon mediator to resolve the dispute. Such mediation shall be scheduled within 45 days of receipt of the notice by the non-noticing party. If mediation cannot occur within 45 days due to unavailability of a mutually agreed upon mediator, then mediation shall occur as soon as is practicable.

(c) Adjudication. If mediation is not successful, the parties may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the Court shall have the authority to award reasonable attorney fees, costs, and expenses to a party found to be in violation of the terms of this Agreement.

This section does not apply to objections to annexation provided for in Section 3 of this Agreement.

12.13. Binding Agreement. Pursuant to Minnesota Statutes § 414.0325, subd. 6, and by agreement of the parties hereto, this Joint Resolution is a binding agreement on the parties and its terms are not preempted by the provisions of Minnesota Statutes, Chapter 414 or other law as it may now exist or may later be adopted or amended. The parties intend this Joint Resolution to set out exclusive procedures for annexing land within the Annexation Area. The City agrees to oppose any effort to annex land within the Annexation Area that does not comply with the terms of this Joint Resolution.

13.14. Entire Agreement. This Joint Resolution, including the recitals and the attached exhibits, which are incorporated in and made a part hereof, constitutes the entire agreement between the parties regarding annexation of land from the Town and on the other matters addressed herein.

14.15. Severability. Should any provision of this Joint Resolution be held to be void or unconstitutional, the remaining provisions shall remain in full force and effect.

15.16. Effective Date. This Joint Resolution shall be effective after its adoption by the parties and upon the filing date as assigned by the Adjustments Unit. This Joint Resolution shall remain in effect until all land within the Annexation Area is annexed by the City or until the parties agree to amend or rescind it.

EUREKA TOWNSHIP

Adopted this ____ day of _____ 2025.

BY THE TOWN BOARD

Chairperson

Attest: _____
Town Clerk

CITY OF LAKEVILLE

Adopted this ____ day of _____ 2025.

BY THE CITY COUNCIL

Mayor

Attest: _____
City Administrator

REVISED DRAFT
12-1-25

EXHIBIT A
Legal Description of Annexation Area

REVISED DRAFT
12-1-25

EXHIBIT B
Map of Annexation Area



Date: 2/2/2026

Next City Council Meeting, Tuesday, February 17, 2026

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
