



AGENDA CITY COUNCIL MEETING

February 17, 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. Police Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 02/02/2026 City Council Meeting
 - c. Portable Restroom Service Agreement with Rent-N-Save Portable Services
 - d. Resolution Approving Charitable Gambling for Lakeville Lakeville South High School Clay Target Team
 - e. Quote for Annual Purchase of Hydrant Parts
 - f. Quote for Purchase of Pressure Reducing Valve and Meter Coupling
 - g. Quote for Purchase of Watermain Parts
 - h. Resolution Ordering Preparation of Feasibility Report for 215th Street and Utility Improvements
 - i. Encroachment Agreement with Warsan Property L.L.C. for Private Improvements in Public Easements
 - j. Amendment to Supplemental Agreement for Professional Services with WSB for Lake Marion Greenway Improvements
 - k. CNH Architects Contract Amendment
 - l. Professional Services Agreements for Mechanical Systems Design and Construction

City Council Meeting Agenda
February 17, 2026

Page 2

Services

- m. Keokuk Property Real Estate Brokerage Services
- n. Conditional Use Permit - CA Commercial Development
- o. Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2027 Environmental and Natural Resources Trust Fund Grant

7. Action Items

- a. Short-Term Rental Ordinance
- b. 2026 Fee Schedule Amendment
- c. Public Hearing for Vacation of Right-of -Way from the Deer Park Plat and Dedication of Easements

8. Unfinished Business

9. New Business

New Business items are intended for informal City Council discussion and will not begin before 6:30 p.m. The Council may provide direction to staff but will not take formal action on these matters.

- a. Cedar Avenue Corridor Land Use and Market Analysis
- b. 2026-2036 Parks System Master Plan and State of the Parks

10. Announcements

- a. Next City Council Meeting, March 2, 2026

11. Adjourn



Date: 2/17/2026

Check Register Summary

Proposed Action

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

Overview

Checks	328669 - 328773	\$1,376,845.36
ACH/EFT	24286 - 24474	\$22,900,002.52
Total		\$24,276,847.88

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. 02.10.26 CKSUM-Checks
2. 02.10.26 CKSUM-ACH-EFT
3. Check Register 02.10.26 for February 17, 2026 Council Mtg - Checks
4. Check Register 02.10.26 for February 17, 2026 Council Mtg - ACH-EFT

Financial Impact: \$24,276,847.88 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director
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CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	324,568.77
2000 COMMUNICATIONS FUND	5,679.19
3125 2025A FIRST CENTER	1,084.00
4125 TECHNOLOGY FUND	77,421.59
4720 2024A PARK BONDS	87,400.00
7450 ENVIRONMENTAL RESOURCES FUND	213.35
7550 UTILITY FISCAL ADMINISTRATION	76,510.08
7575 STREET LIGHTING FUND	16,226.50
7600 WATER FUND	63,856.35
7700 SEWER FUND	507,927.59
7800 LIQUOR FUND	206,414.39
7900 MUNICIPAL RESERVES FUND	100.00
8000 ESCROW FUND	8,648.75
9800 PAYROLL CLEARING FUND	794.80
Report Total:	1,376,845.36

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
0999 CITY OF LAKEVILLE CASH CO	0.00
1000 GENERAL FUND	725,563.45
2000 COMMUNICATIONS FUND	1,110.00
3116 2014B REFUNDING BONDS	1,071,825.00
3119 2017A HRA LEASE REV LIQ REF BO	(5.37)
3120 2022A REFUNDING BONDS	1,899,500.00
3121 2022B GO TAXABLE BONDS HASSE	261,238.75
3122 2022C BONDS (PARK REF)	771,609.38
3123 2023A PARK REFERENDUM BONDS	236,025.00
3124 2024A TAX BONDS (PARK REF)	801,121.88
3125 2025A FIRST CENTER	626,975.27
3250 2020A AMES ARENA PARKING LOT	69,500.00
3251 2021A APEX ENERGY SAVINGS	404,850.01
3252 2021B KEOKUK LIQUOR STORE	290,950.00
3253 2022B TAXABLE GO REF BONDS 16A	482,117.50
3315 2011A IMPROVE BONDS	50,242.50
3318 2014A IMPROVEMENT BONDS	139,962.50
3319 2015A IMPROVEMENT BONDS	734,275.00
3320 2016B IMP BONDS (15-02,16-02, 16-04)	1,080,959.38
3321 2017A IMPROVEMENT BONDS	775,590.63
3322 2018A IMPRV BONDS	861,150.00
3323 2019A IMPRV BONDS	711,675.00
3324 2020A IMPRV BONDS	1,082,175.00
3325 2022C IMPRV BONDS	1,244,875.00
3326 2022A IMPRV BONDS	163,600.00
3403 2015A STATE AID STREET BONDS	285,196.88
3537 2017A ST RECON & REF (07H) BONDS	185,000.00
3538 2018B ST RECON & REF BOND (09A)	302,050.00
3539 2021C STREET RECONSTR BONDS	608,400.00
3541 2023A STREET RECON BONDS	514,125.00
3542 2024A IMPRV BONDS	676,375.00
3543 2025A ST RECON BONDS	164,270.83
3702 2016A WATER REVENUE BONDS	557,575.00
4000 BUILDING FUND	24,757.82
4100 EQUIPMENT FUND	144,763.80
4125 TECHNOLOGY FUND	1,440.00
4200 PARK DEDICATION FUND	3,375.05
4401 TRAIL IMPROVEMENT FUND	941.00
4710 2023A PARK BONDS	7,433.69
4720 2024A PARK BONDS	71,077.60
5300 PAVEMENT MANAGEMENT FUND	40,189.50
6589 22-24 AIRLAKE 70 IMPROVEMENT	775.00
6595 24-02 STREET RECONSTRUCTION	42,446.88
6611 2026 STREET PROJECTS	65,800.50
7450 ENVIRONMENTAL RESOURCES FUND	13,540.50
7575 STREET LIGHTING FUND	54,677.58
7600 WATER FUND	1,786,232.50
7700 SEWER FUND	3,570.90
7800 LIQUOR FUND	737,950.76
8000 ESCROW FUND	691.78
9800 PAYROLL CLEARING FUND	2,120,459.07
Report Total:	22,900,002.52



MINUTES CITY COUNCIL MEETING

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

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

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

2. Roll Call

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

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Zach Johnson, City Engineer; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director; Kati Bachmeyer, Economic Development Manager

3. Citizen Comments

The following individuals addressed the City Council regarding the Traditions Development plans for the southwest study area Alternative Urban Areawide Review (AUAR):

- Beth Loudon, 12330 210th Street West, Lakeville, also distributed handouts for the City Council to follow along.
- Mark Zweber, 12320 210th Street West, Lakeville
- Bob Erickson, 19081 Inndale Drive, Lakeville
- Larry Jones, 12450 210th Street West, Lakeville
- Phil Curtis, electrical contractor in Lakeville
- Katie Gross, 22100 Penn Avenue, New Market, Scott County resident
- Sheryl Soule, 22035 Penn Avenue, New Market, Scott County resident

4. Additional agenda information

None.

5. Presentations/Introductions

a. Minnesota School Bus Driver Proclamation

Acting Mayor John Bermel proclaimed Wednesday, February 18th as Minnesota School Bus Driver Day.

b. Annual Economic Development Update

Community Development Director Tina Goodroad presented the Annual Economic Development Update.

6. Consent Agenda

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

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

Absent: Mayor Hellier

- 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
- 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

City Clerk Ann Orlofsky presented proposed amendments related to licensing background checks for Sexually Oriented Businesses and Massage Businesses, noting that the updates are intended to ensure compliance with Minnesota Statutes.

Motion was made by Volk, seconded by Lee, 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.

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

Absent: Mayor Hellier

b. Comprehensive Plan Amendment and Ordinance Amendment - Lennar

Steve Troskey, Lennar, submitted applications for approximately 20 acres located east of Holyoke Avenue, west of Highview Avenue, and north of Heritage Drive to amend the 2040 Comprehensive Plan from Low Density Residential to Low-Medium Density Residential and to rezone the property from RS-3 to RST-2.

Community Development Director Tina Goodroad presented the staff report and explained that the concept plan includes 46 single-family homes on approximately 12 acres that could be developed. She noted that future development would require a preliminary plat and a Planning Commission public hearing. The Planning Commission held a public hearing on January 15, 2026, during which residents raised concerns regarding traffic, school impacts, and environmental issues. Based on comprehensive planning policies, infrastructure studies, wetland data, roadway capacity, and a sanitary sewer analysis, staff determined the site can accommodate the proposed density. Holyoke Avenue is included in the City's Capital Improvement Program for future reconstruction, and additional review will occur during final engineering and platting.

The following individuals addressed the City Council regarding concerns about traffic, school impacts, and environmental issues:

- Jerome Jirik, 19845 Highview Avenue
- Ann Wood, 17025 Jonquil Avenue
- Brian Loudon, 210th Street West
- Jim Wood, 17025 Jonquil Avenue

City Council members asked questions regarding water and sewer service, wetland delineation, density and housing type, and Metropolitan Council density requirements.

City Engineer Zach Johnson stated that the properties would not be landlocked from a utilities or transportation standpoint.

Motion was made by Lee, seconded by Volk, to adopt a resolution approving the Comprehensive Plan Amendment, and an ordinance approving a Zoning Map amendment, and adopt the findings of fact.

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

Absent: Mayor Hellier

8. Unfinished Business

None

9. New Business

a. Draft Orderly Annexation Agreement with Eureka Township

City Administrator Justin Miller reported that, in response to past annexation requests from Eureka Township property owners adjacent to Lakeville, the City and Township began discussions last year on a draft orderly annexation agreement to establish standards for future annexations. Miller presented the draft agreement, which would create a framework for coordinating future annexations along the City's southern boundary, potentially encompassing up to 600 acres near 225th Street, to support long-term growth, infrastructure planning, and economic development opportunities similar to Airlake Industrial Park.

Miller explained that the agreement would allow properties to remain in the Township unless owners seek annexation, while helping facilitate development in areas that currently lack water and sewer service. Staff noted that the draft has been shared with Township officials and that there is general alignment on several provisions.

City Council directed staff to continue discussions with Eureka Township regarding the draft orderly annexation agreement.

10. Announcements

a. Next City Council Meeting, Tuesday, February 17, 2026

11. Adjourn

Motion was made by Volk, seconded by Wolter, to adjourn at 7:32 p.m.
Voice vote was taken on the motion. Ayes - Bermel, Lee, Volk, Wolter
Absent: Mayor Hellier

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Hellier, Mayor



Date: 2/17/2026

Portable Restroom Service Agreement with Rent-N-Save Portable Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Rent-N-Save Portable Services to provide and service portable restrooms.

Overview

In January, City staff requested proposals from two contractors for portable restroom services. Rent-N-Save Portable Services provided the lowest proposal. Portable restrooms are available at various locations throughout the City.

Staff recommends approving a 2-year contract with Rent-N-Save Portable Services for the term of April 1, 2026 – March 31, 2028, at a cost of \$23,570.88 per year.

Supporting Information

1. Contract for Services 2026-2028
2. Exhibit A, Portable Restroom Schedule 2026
3. Proposal Results

Financial Impact: \$23,570.88/year Budgeted: Yes Source: General Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Paul Miskimen, Parks Supervisor

**AGREEMENT
BETWEEN CITY OF LAKEVILLE AND RENT-N-SAVE PORTABLE SERVICES
DAKOTA COUNTY, MINNESOTA**

AGREEMENT made this 17th day of February 2026, between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **RENT-N-SAVE PORTABLE SERVICES** a Minnesota corporation ("Contractor") for providing and servicing portable restrooms within the City of Lakeville.

**IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE
PARTIES AGREE AS FOLLOWS:**

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

- A. The City of Lakeville Portable Restroom Facilities Request for Quotes, dated January 20, 2026.
- B. This Agreement.
- C. Quote dated January 20, 2026.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide and service portable restrooms in accordance with the Contract Documents in accordance with the number of restrooms at the locations provided in Exhibit A, as directed by the City's Park and Recreation Director, or his designee.

3. ASSIGNMENT. Neither party may assign 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.

4. TIME OF PERFORMANCE. The Contractor shall complete its obligations from April 1, 2026 through March 31, 2028. The City in its sole discretion may extend the Contract for the period of April 1, 2028 thru March 31, 2030. The City must notify the Contractor of its decision to extend the Contract by November 1, 2027.

5. PAYMENT. The City will pay the Contractor in accordance with the Quote, which is inclusive of reimbursable expenses. Payment shall be made periodically after a work has been performed and within thirty-five (35) days of receiving an invoice for work performed.

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

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

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

9. STANDARD OF CARE. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. INDEMNITY. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents ("Representatives") from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees ("Claims"), arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract, provided such Claims are not caused by the negligence or willful misconduct of the City or its Representatives. 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. 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.

16. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

17. 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.

18. 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.

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

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

21. TERMINATION. This Agreement or any portion of the service provided under this Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at

the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

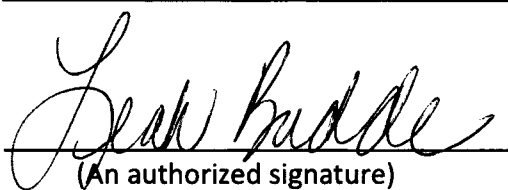
CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

RENT-N-SAVE PORTABLE SERVICES

BY: Leah Budde _____

BY:  1-30-36
(An authorized signature)

DISTRIBUTION OF PORTABLE RESTROOMS IN LAKEVILLE - 2026
EXHIBIT A

PORTABLE RESTROOM SITES

SUMMER/FALL

No. of Units No. of Months DBL Service Dates Supplied

Aronson Park, 8520 202nd Street - Double service June-Aug.	2	6.25	3	April 13th - October 19th
Aronson Park (Field #5), 8520 202nd Street	1	6.25		April 13th - October 19th
Bunker Hill Park, 7267 167th Street	1	6.25		April 13th - October 19th
Casperson Soccer/Off Road Bike Course	2	3.25		April 13th - July 20th
Cedar Crossing, 20785 Glade Ave	1	6.25		April 13th - October 19th
Chadwick Park, 21225 Italy Avenue	1	6.25		April 13th - October 19th
Dodd Trail Park, 17035 Flagstaff Avenue - ADA - Dbl May-Sept	1	7.5	5	April 13th - November 23rd
Fieldstone Park, 16525 Fairgreen Avenue	1	6.5		April 13th - October 26th
Foxborough Park, 7743 Upper 167th Street	2	6.25		April 13th - October 19th
Jaycee Park, 20510 Hull Avenue	1	6.25		April 13th - October 19th
Kensington Park, 20600 Kensington Blvd	1	5		April 13th - September 14th
King Park, 18350 Dodd Blvd	3	6.25		April 13th - October 19th
Knob Hill Park, 6000 178th street (new in 2024)	1	6.25		April 13th - October 19th
Northcreek Park, 5182 175th Street W	1	6.25		April 13th - October 19th
Pinnacle Reserve Park, 18268 Hamel Drive	1	6.25		April 13th - October 19th
Oak Shores Park, East parking lot 10435 162nd Street	1	5		April 13th - September 14th
Oak Shores Park, BB, west parking lot 10435 162nd Street	1	5		April 13th - September 14th
Parkview Park, 6833 Gerdine Path (building closed '21)	1	6.25		April 13th - October 19th
Quail Meadows Park, 5580 170th Street	1	5		May 4th - October 5th
Spyglass Park, 7175 205th Street	1	5		April 13th - September 14th
Summerlyn , 19352 Hillcrest Ave	1	5		April 13th - September 14th
Village Creek Park 20651 Hartford Way	1	5		April 13th - September 14th

RESTROOMS WILL BE CLEANED ON THURSDAYS -- 2x/wk UNITS ON M & TH

ALL YEAR LOCATIONS

Casperson Boat Launch, 19520 Juno Trail - Double Service June-Sept	1	12	4	ALL YEAR
Cherryview Park, 7952 175th Street	1	12		ALL YEAR
Dakota Heights Park, 9550 175th Street	1	12		ALL YEAR
East Community Park, 16700 Pilot Knob Road	1	12		ALL YEAR
Greenridge Park, 17685 Flagstaff Avenue	1	12		ALL YEAR
Highview Heights Park, 16181 Harvard Lane	1	12		ALL YEAR
Juno Trailway parking area - Double Service April - Oct.	1	12	7	ALL YEAR
Meadows Park, 20707 Jacquard Avenue	1	12		ALL YEAR
Orchard Lk Boat Launch, 11875 175th Street	1	12		ALL YEAR
Ritter Farm Park, 19300 Ritter Trail (lower lot)	1	12		ALL YEAR
Ritter Farm Dog Park, 19440 Ritter Trail (NW corner of lot)	1	12		ALL YEAR
Rolling Oaks Park, 10595 167th Street	1	12		ALL YEAR
Steve Michuad Playground, - ADA Dbl May-Sept	1	12	5	ALL YEAR
Valley Lake Park 7165 Upper 162nd St, (On path, off parking lot)	1	12		ALL YEAR
Quail Meadows Park, 5580 170th Street	1	12		ALL YEAR

FUTURE PLACEMENTS IN LAKEVILLE

Casperson Soccer/Off Road Bike Course (remove 1 unit above)	1	4.25		July 20th - November 30th
Century MS, 185th & Ipava - Near Tennis courts	1	3		June 1st - August 31st
Hypointe Crossing Park, 16396 Hutchinson Drive	1	2.5		June 8th - August 17th
McGuire Jr. High, 8660 210th Street	1	2.25		Dec. 16th - Feb 22nd

RESTROOMS WILL BE CLEANED ON THURSDAYS -- 2x/wk UNITS ON M & TH

Portable Restroom RFP Results

1/30/2026

<u>ITEM</u>	<u>Rent N Save</u>	<u>Rent N Save Notes</u>	<u>OnSite</u>	<u>OnSite Notes</u>
Unit cost per month	54.50		65.00	
Twice a week service (2nd service cost)	20.00		65.00	
ADA unit cost	135.00		155.00	
Twice a week service (2nd service cost)	20.00		155.00	
Hand sanitizer	0.00		5.00	
Damage waiver	5.00		5.00	
Tip over charge - extra service call	0.00	\$50 if it can't wait for them to be in the area.	39.00	
Tip over charge - extra service call-within 24 hours of call	50.00		39.00	
Tip over charge - extra service call-weekend or emergency	50.00		39.00	
Extra Cleaning - 1-2 units	50.00		29.00	
Extra Cleaning - 3 or more units	20.00		29.00	
Stake or chain unit	0.00		10.00	
Special event standard	54.50		63.00	
Special event ADA	135.00		150.00	
Cost for total loss replacement	850.00			No total loss cost provided

Grand Total 2026-28 Scheduled Service

\$23,570.88

\$28,461.25



Date: 2/17/2026

**Resolution Approving Charitable Gambling for Lakeville Lakeville South High School
Clay Target Team**

Proposed Action

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

Overview

Lakeville South Clay Target Team 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
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHARITABLE GAMBLING FOR LAKEVILLE
LAKEVILLE SOUTH HIGH SCHOOL CLAY TARGET TEAM**

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

WHEREAS, Lakeville South Clay Target Team is a qualified organization.

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

ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/17/2026

Quote for Annual Purchase of Hydrant Parts

Proposed Action

Staff recommends adoption of the following motion: Move to approve quote of hydrant parts from Core and Main.

Overview

Annually, the City issues a request for quotes to replenish its inventory of hydrant parts needed to maintain the City's fire hydrants. The Utility Division is responsible for maintaining more than 4,500 hydrants throughout the City.

Replacement parts are used to repair hydrants that are broken or leaking and inventory levels are replenished based on actual usage. Utilities staff solicited quotes from Ferguson Waterworks and Core & Main, the two primary hydrant parts suppliers in the metro area. Core & Main submitted the lowest responsive quote with a total cost of \$31,374.67.

Supporting Information

1. Core and Main Quote
2. Ferguson Quote

Financial Impact: \$31,374.67 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Kyle Hanson, Utilities Supervisor



Bid Proposal for Lakeville 2026 Hyd Parts

CITY OF LAKEVILLE, MN

Job Location: Lakeville , MN

Bid Date: 02/27/2026 03:00 pm

Core & Main Bid #: 4685139

Core & Main

5145 211th Street West

Farmington, MN 55024

Phone: 6514636090

Fax: 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
10	1	HYDRANT GREASE 5 LB V3174	EA	207.69	207.69
20	200	5FT HYDRAFINDER FLAG/HYD MARKR	EA	19.50	3,900.00
30**	1	K528 BREAKABLE KIT FLG WB-67	EA	364.00	364.00
40**	1	6" WB67 HYD EXT F/5-1/4VO	EA	785.00	785.00
50**	1	12" WB67 HYD EXT F/5-1/4VO	EA	925.00	925.00
60**	1	#3 WB-67 5" O-RING	EA	10.07	10.07
70	20	#7 WB-67 5" DRAIN PLUNGER	EA	24.98	499.60
80		#8 N/A REPLACED BY #179/180			
90**	1	#11 WAT HOSE CAP GASKET	EA	10.07	10.07
100**	1	#11B WAT PUMPER CAP GASKET	EA	14.38	14.38
110	15	#17A WAT LOWER OP NUT LH	EA	54.99	824.85
120	15	17B WAT UP OP NUT W/#90 WASHER	EA	99.99	1,499.85
130	12	#30 HYD BRONZE CROSSARM W67	EA	106.98	1,283.76
140	12	#31 WAT VALVE SEAT W/O-RING	EA	307.89	3,694.68
150	16	#34 WAT UPPER VALVE WASHER BRZ	EA	106.99	1,711.84
160	30	#35 MAIN VLV RBR URETHANE	EA	99.89	2,996.70
170**	1	#36 WAT LOWER VALVE WASHER STD	EA	57.00	57.00
180**	1	#56 WAT HYD SUPPORT	EA	107.25	107.25
190**	1	#57 WAT OP NUT O-RING	EA	4.35	4.35
200**	1	#59 WAT STEM O-RING (EACH)	EA	4.35	4.35
210	40	#64 WAT SS LOCK RING	EA	12.89	515.60
220	30	#67 WAT BREAK CPLG HALF	EA	19.35	580.50
230	10	ACIPCO K712 UPPER ROD ASSEMBLY WITH STUDS AND NUTS #71	EA	243.89	2,438.90
240**	1	#77 WAT O-RING PACKING	EA	15.10	15.10
250**	1	#82 UPPER SUPPORT O-RING W67	EA	4.32	4.32
260**	1	#83 LOWER SUPPORT O-RING WB67	EA	4.32	4.32
270	25	#84 WAT HYD GASKET (2 REQ'D)	EA	4.29	107.25
280**	1	#85 WAT HYD SUPPORT TUBE	EA	56.79	56.79
290**	1	#86 WAT HYD STOP NUT	EA	10.07	10.07
300	40	#87 WB-67 5" CPLG NUT	EA	6.44	257.60
310**	1	#88 WB-67 5" CPLG STUD	EA	13.66	13.66
320	25	AFC #89 OP NUT BUSHING WB-67 52836	EA	44.49	1,112.25
330	10	#90 WAT HYD THRUST RING	EA	10.04	100.40
340	40	#92 WAT HYD GASKET LIPPED 7/8" X 8 1/2" X 1/16" TH	EA	15.09	603.60
350	15	#179 CLEVIS W/PIN W67 INCL#180	EA	7.89	118.35
360		#179 INCLUDES #180			
370**	1	#72 PACER LOWER ROD 7'6" BURY	EA	298.89	298.89
380	2	#72 PACER LOWER ROD 8'0" BURY	EA	298.89	597.78
390	2	#72 PACER LOWER ROD 8'6" BURY	EA	298.89	597.78
400	1	#72 PACER LOWER ROD 9'0" BURY	EA	298.89	298.89
410	1	#72 PACER LOWER ROD 9'6" BURY	EA	298.89	298.89
420	1	#72 PACER LOWER ROD 10'0" BURY	EA	298.89	298.89
430**	1	#72 PACER LOWER ROD 10'6" BURY	EA	298.89	298.89
440**	1	#72 PACER LOWER ROD 11'0" BURY	EA	298.89	298.89

** For reference only - not included in total

01/21/2026 - 3:25 PM

Actual taxes may vary

Page 1 of 2



Bid Proposal for Lakeville 2026 Hyd Parts

Bid #: 4685139

Seq#	Qty	Description	Units	Price	Ext Price
450**	1	#72 PACER LOWER ROD 11'6" BURY	EA	298.89	298.89
460	20	#113 WAT HYD BREAKABLE FLG	EA	81.94	1,638.80
470	8	#40 16" UPPER STANDPIPE W67	EA	635.66	5,085.28
480	1	1 GAL. #51 HYDRANT OIL	EA	104.94	104.94
				Sub Total	31,374.67
				Tax	0.00
				Total	31,374.67

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Taylor Snider, Deputy Clerk

** For reference only - not included in total

01/21/2026 - 3:25 PM

Actual taxes may vary

Page 2 of 2



FERGUSON WATERWORKS #2805
1420 3RD AVE WEST
SHAKOPEE, MN 55379-1036

Phone: 651-286-2334

Deliver To:

From: Michael P Fries
michael.fries@ferguson.com

Comments:

10:10:28 JAN 30 2026

Page 1 of 2

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 651-286-2334

Bid No: B181895
Bid Date: 01/21/26
Quoted By: TMF

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

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

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

Cust PO#: 2026 PRICING

Job Name: HYDRANT PARTS

Item	Description	Quantity	Net Price	UM	Total
AFCV1936	5 LB HYD GRSE	1	212.140	EA	212.14
SP-EZFG21	E-Z GUIDE HYD MRKR FIBERGLASS	200	19.520	EA	3904.00
AFCK56206	PACER 6 K562 TOP HYD EXT KIT	1	779.070	EA	779.07
AFCK56212	PACER 12 K562 TOP HYD EXT KIT	1	917.200	EA	917.20
AFCPACER3	PACER #3 LWR VLV SEAT ORING W59	1	10.280	EA	10.28
AFC51469	PACER #7 DRN PLGR	20	24.900	EA	498.00
AFCPACER179	PACER #179 CLEVIS PIN W/ #180 RNG	15	8.070	EA	121.05
AFCPACER11	PACER PUMPER CAP GSKT	1	14.230	EA	14.23
AFCPACER11H	PACER #11 HOSE CAP GSKT	1	10.280	EA	10.28
AFCPACER17A	PACER #17A LWR OP NUT	15	54.940	EA	824.10
AFCPACER17B	PACER #17B UPPER OP NUT	15	102.770	EA	1541.55
AFCPACER30	PACER #30 CROSSARM BRZ	12	109.370	EA	1312.44
AFCPACER31	PACER #31 VLV SEAT	12	311.590	EA	3739.08
AFCPACER34BRZ	PACER #34 UPPER VLV WSHR BRZ	16	109.373	EA	1749.97
AFCPACER35	PACER #35 MAIN VLV URTHN	30	102.770	EA	3083.10
AFCPACER36	PACER #36 LWR VLV WSHR EPOX	1	57.990	EA	57.99
AFCPACER56	PACER #56 SUPP WHL W/ #59 ORING	1	108.620	EA	108.62
AFCPACER57	PACER #57 OP NUT ORING	1	4.400	EA	4.40
AFCPACER59	PACER #59 SUPP ORING	1	4.400	EA	4.40
AFCPACER64	PACER #64 FLG LCK RNG	40	13.200	EA	528.00
AFCPACER67	PACER #67 BREAK COUP SLV	30	19.800	EA	594.00
AFCPACER7116	#71 16 UPPER ROD ASSY OL	10	249.310	EA	2493.10
AFCPACER77	PACER #77 UPPER VLV SEAT ORING	1	15.400	EA	15.40
AFCPACER82	PACER #82 UPPER ORING TUBE SEAL	1	4.400	EA	4.40
AFCPACER83	PACER #83 LOWER ORING TUBE SEAL	1	4.400	EA	4.40
AFCPACER84	PACER #84 SUPP GSKT	25	4.400	EA	110.00
AFCPACER85	PACER #85 SUPP TUBE	1	57.930	EA	57.93
AFCPACER86	PACER #86 STOP NUT	1	10.270	EA	10.27
AFCPACER87	PACER #87 COUP NUT BRZ	40	6.590	EA	263.60
AFCPACER88	PACER #88 COUP STUD	1	14.670	EA	14.67
AFCPACER89	PACER #89 NOZ SEC BUSH	25	45.460	EA	1136.50
AFCPACER90	PACER #90 THRUST RNG	10	10.270	EA	102.70
AFCPACER92	PACER #92 LIPPED UPPER S/PIPE GSKT	40	15.400	EA	616.00
SP-AFCPACER7276	LOWER ROD W/STUD&NUT 1-3/4 7'6" BURY	1	331.580	EA	331.58
SP-AFCPACER728	LOWER ROD W/STUD&NUT 1-3/4 8' BURY	2	331.580	EA	663.16
SP-AFCPACER7286	LOWER ROD W/STUD&NUT 1-3/4 8'6" BURY	1	331.580	EA	331.58



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=24674>

10:10:28 JAN 30 2026

Reference No: B181895

Item	Description	Quantity	Net Price	UM	Total
SP-AFCPACER729	LOWER ROD W/STUD&NUT 1-3/4 9' BURY	1	331.580	EA	331.58
SP-AFCPACER7296	LOWER ROD W/STUD&NUT 1-3/4 9'6" BURY	1	331.580	EA	331.58
SP-AFCPACER7210	LOWER ROD W/STUD&NUT 1-3/4 10' BURY	1	331.580	EA	331.58
SP-AFCPACER72106	LOWER ROD W/STUD & NUT 10'6" BURY	1	331.580	EA	331.58
SP-AFCPACER7211	LOWER ROD W/STUD&NUT 1-3/4 11' BURY	1	331.580	EA	331.58
SP-AFCPACER72116	LOWER ROD W/STUD&NUT 11'6" BURY	1	331.580	EA	331.58
AFCPACER113	PACER #113 B/FL	20	83.680	EA	1673.60
AFCPACER4016	16 PACER UPPER S/ PIPE TRFC	8	652.560	EA	5220.48
AFCV3175	1 GAL HYD OIL	1	107.170	EA	107.17
Net Total:					\$35159.92
Tax:					\$0.00
Freight:					\$0.00
Total:					\$35159.92

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.



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<https://survey.medallia.com/?bidsorder&fc=2518&on=24674>



Date: 2/17/2026

Quote for Purchase of Pressure Reducing Valve and Meter Coupling

Proposed Action

Staff recommends adoption of the following motion: Move to approve a quote for the purchase of pressure-reducing valves and meter couplings from Core and Main.

Overview

Annually, the Utilities Division issues a request for quotes to replenish its inventory of pressure reducing valves and meter couplings used for new development and repairs to existing infrastructure. Utilities staff solicited quotes from Ferguson Waterworks and Core & Main, the two primary suppliers in the metro area. Core & Main submitted the lowest responsive quote, with a total cost of \$72,450.00.

Supporting Information

1. Core & Main PRV & Meter Coupling Quote
2. Ferguson PRV & Coupling Quote

Financial Impact: \$72,450.00 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kyle Hanson, Utilities Supervisor
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Bid Proposal for Lakeville 2026 PRV & Meter Coupling

CITY OF LAKEVILLE, MN

Job Location: Lakeville, MN

Bid Date: 02/27/2026 03:00 pm

Core & Main Bid #: 4689957

Core & Main

5145 211th Street West

Farmington, MN 55024

Phone: 6514636090

Fax: 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
10	300	1 WATT 25AUB PRES REG FIPXFIP	EA	173.98	52,194.00
20		1LF25AUB-Z3			
30	1200	74620 3/4X1 METER COUPLING NO LEAD	EA	16.88	20,256.00
				Sub Total	72,450.00
				Tax	0.00
				Total	72,450.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Taylor Snider, Deputy Clerk



FERGUSON WATERWORKS #2805
1420 3RD AVE WEST
SHAKOPEE, MN 55379-1036

Phone: 651-286-2334

Deliver To:

From: Michael P Fries
michael.fries@ferguson.com

Comments:

10:02:58 JAN 30 2026

Page 1 of 1

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 651-286-2334

Bid No: B182109
Bid Date: 01/29/26
Quoted By: TMF

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

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

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

Cust PO#: 2026 PRICING

Job Name: PRV & METER COUP QT

Item	Description	Quantity	Net Price	UM	Total
WLF25AUBZ3G	LF 1 WTR PRV	300	174.920	EA	52476.00
FC382425NL	LF 3/4X1X2-1/2 MIP STRT MTR COUP	1200	19.190	EA	23028.00
Net Total:					\$75504.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$75504.00

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=24674>



Date: 2/17/2026

Quote for Purchase of Watermain Parts

Proposed Action

Staff recommends adoption of the following motion: Move to approve the purchase of Watermain parts from Core and Main.

Overview

Annually, the Utilities Division issues a request for quotes to replenish its inventory of watermain parts used to repair broken and leaking watermain. Utilities staff solicited quotes from Ferguson Waterworks and Core & Main, the two primary watermain parts suppliers in the metro area. Core & Main submitted the lowest responsive quote, with a total cost of \$29,818.11.

Supporting Information

1. Core & Main Watermain Parts Quote
2. Ferguson Waterworks Watermain Parts Quote

Financial Impact: \$29,818.11 Budgeted: Yes Source: Water fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kyle Hanson, Utilities Supervisor
--



Bid Proposal for Lakeville 2026 Watermain Parts

Seq#	Qty	Description	Units	Price	Ext Price
10	100	5614L LID 1 1/4 UPPER 1 1/4 PE NT NUT	EA	14.99	1,499.00
20	120	1-1/4 WESTERN CB REPAIR LID	EA	32.99	3,958.80
30	25	5614BP AY 1-1/4 CB LID PLUG PENT PLUG ONLY	EA	4.99	124.75
40	5	5614A 8'0" AIS MP CURB BOX TAPT 1-1/2 4517-061	EA	81.75	408.75
50		INCLUDE 60" ROD			
60	8	A-1 15" F&C MK: WATER USA	EA	84.99	679.92
70	6	74MAL8WO 8 REC CVR MK: WATER 4174-346	EA	38.49	230.94
80	6	5-1/4 VB LID M/WATER DOM USA	EA	17.94	107.64
90	6	6850-60 16T TOP SECT THRD USA DOMESTIC FOR 6850/6860 VB	EA	73.25	439.50
100	10	6850-60 26T TOP SECT THRD USA	EA	109.99	1,099.90
110	10	#59 SCREW VLV BOX 18" EXT USA THRD DOMESTIC ALSO 24B/#6860	EA	82.99	829.90
120	5	EJIW 8550 24A VLV BOX EXT ADJ 2-1/2-21" SCREW TYPE 85508024 USA	EA	96.49	482.45
130	8	69S 5-1/4 X 9 SCREW VB RISER 148197 USA	EA	70.69	565.52
140	6	#6 BASE FOR #6860 VLV BOX USA DOMESTIC ROUND BASE	EA	94.59	567.54
150	1	226-090515-001 8X15 REP CLP SS B&N 8.99-9.39 OD	EA	245.00	245.00
160	1	238-090515-009 8X15X1CC TAPT REP CLP 8.99-9.39 OD	EA	232.00	232.00
170	2	3/4X3-1/2 304SS T-HEAD B&N USA	EA	18.00	36.00
180	250	203031 BLUE WATER BASED 17OZ MARKING PAINT	EA	4.02	1,005.00
190	325	RUSTOLEUM WB GRN MARKER PAINT 17 OZ #203032	EA	4.02	1,306.50
200	100	32# MAX MAG ANODE	EA	159.99	15,999.00
				Sub Total	29,818.11
				Tax	0.00
				Total	29,818.11

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Taylor Snider, Deputy Clerk



FERGUSON WATERWORKS #2805
1420 3RD AVE WEST
SHAKOPEE, MN 55379-1036

Phone: 651-286-2334

Deliver To:

From: Michael P Fries
michael.fries@ferguson.com

Comments:

10:20:11 JAN 30 2026

Page 1 of 2

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 651-286-2334

Bid No: B182064
Bid Date: 01/28/26
Quoted By: TMF

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

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

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

Cust PO#: 2026 PRICING

Job Name: WATERMAIN PART QUOTE

Item	Description	Quantity	Net Price	UM	Total
FPLLID	1-1/4 PL-LID CB LID & PLUG	100	11.610	EA	1161.00
FRL	1-1/4 CB REP LID	120	37.540	EA	4504.80
M5614BPH	1-1/4 BRS PENTAGON PLUG	25	5.270	EA	131.75
M5614AX	1-1/4 X 8 X 1-1/2 MINN CURB BX DOM WITH STAT ROD INCLUDED	5	78.240	EA	391.20
M74M1AWO	74M1AWO FRAME 15 & REC CVR 8 WATER	8	105.280	EA	842.24
M74MAL8WO	REC CVR 8-WATER	6	40.770	EA	244.62
DVBLIDW	TYLER VLV BX LID WTR DOM	6	18.950	EA	113.70
DVBSTS16	16 HD SC VLV BX TOP SECT DOM	6	73.420	EA	440.52
DVBSTS26	26 SC VLV BX TOP SECT DOM	10	110.140	EA	1101.40
DVBEXT59	18 VLV BX EXT SCRW 59 DOM	10	83.210	EA	832.10
T685069AR	69 VLV BX RSR 2-12 SCRW TYPE DOM	8	70.980	EA	567.84
T6860B6	6 BX BSE 6860 DOM	6	94.630	EA	567.78
S22600090515001	8X15 FC REP CLMP 8.99-9.39	1	230.000	EA	230.00
S23900090515009	8X15X1 2B CC REP CLMP 8.99-9.79	1	217.390	EA	217.39
MDSS4TBFN	DOM 3/4X3-1/2 304SS T-BLT HH NUT *X	100	18.880	EA	1888.00
R203031	17OZ INV WTR MARK PAINT CBLU	250	3.840	EA	960.00
R203032	FLGR INV MARK PAINT WTR	325	3.840	EA	1248.00
E32LBPKG10B	32# HP MAG ANO PKG W/10 #12 TW	100	167.370	EA	16737.00
Net Total:					\$32179.34
Tax:					\$0.00
Freight:					\$0.00
Total:					\$32179.34



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=24674>

FERGUSON WATERWORKS #2518
Price Quotation

10:20:11 JAN 30 2026

Reference No: B182064

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=24674>



Date: 2/17/2026

Resolution Ordering Preparation of Feasibility Report for 215th Street and Utility Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution ordering preparation of a feasibility report for 215th Street and Utility Improvements, City Project 26-09.

Overview

The City's adopted 2026-2030 Capital Improvement Plan programs improvements to 215th Street from Kenrick Avenue (County State Aid Highway 5) to Juniper Way (County State Aid Highway 70). City Project 26-09 is intended to improve safety and provide capacity for increasing traffic volumes associated with anticipated private development along the corridor. Proposed improvements include a) public utility extensions (sanitary sewer, water, and stormwater management), and b) reconstruction of 215th Street to a two-lane undivided roadway. Potential funding sources include special assessments and sanitary sewer, stormwater infrastructure and water trunk funds.

Because the City intends to finance the local improvement with bonds and special assessments to benefiting properties (Minnesota Statutes, Chapter 429), state law requires that an engineering feasibility report be prepared. The report will advise whether the improvement is necessary, cost-effective, and feasible and include an estimated project cost and an estimate of the total amount to be assessed. The report will be used for future City Council consideration before ordering the improvements.

Supporting Information

1. 2026.02.17 Resolution Ordering Report

Financial Impact: \$0 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer
--

CITY OF LAKEVILLE

RESOLUTION NO. 26-__

**RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT
FOR 215TH STREET AND UTILITY IMPROVEMENTS**

WHEREAS, 215th Street is located between Kenrick Avenue (County State Aid Highway 5) and Juniper Way (County State Aid Highway 70) and is programmed in the City's adopted 2026-2030 Capital Improvement Plan to be improved, and to include the extension of public utilities; and

WHEREAS, the City of Lakeville wishes to finance a portion of the project costs through special assessments to benefited properties; and

WHEREAS, an engineering feasibility report is required under Minnesota Statutes, Chapter 429, for this proposed local improvement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lakeville, that the City Engineer is hereby authorized to prepare an engineering feasibility report for the 215th Street and Utility Improvements, City Project 26-09, advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcel(s).

ADOPTED by the Lakeville City Council this 17th day of February 2026.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 2/17/2026

**Encroachment Agreement with Warsan Property L.L.C.
for Private Improvements in Public Easements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Warsan Property L.L.C. for private improvements in public easements.

Overview

Warsan Property L.L.C. (5928 Upper 179th Street) requests approval for an existing privately-owned and maintained deck in public easements. The property owner will own and maintain the deck and is responsible for removing the private improvements if the City determines the public easement must be utilized.

Supporting Information

1. Encroachment Agreement

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

Envision Lakeville Community Values: Design that Connects the Community

Report Completed by: Jonathan Nelson, Assistant City Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **WARSAN PROPERTY L.L.C.**, a Minnesota limited liability company (“Owner”).

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Lakeville, County of Dakota, State of Minnesota, legally described as follows:

Parcel ID No. 22-42277-03-050

Lot 5, Block 3, Knob Hill of Lakeville Third Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Abstract Property)

having a street address of 5928 Upper 179th Street W, Lakeville, Minnesota 55044 (“Subject Property”). The City owns easements for drainage and utility purposes over portions of the Subject Property. Owner constructed a deck overhang (“Improvements”) on the Subject Property which encroach on the City’s drainage and utility easement areas as depicted on the attached Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment of the Improvements in its easement areas on the Subject Property to the extent depicted in Exhibit A. Further conditions of encroachment approval are as follows:

- The Improvements located on the Subject Property shall not impact or increase water drainage on the abutting property or cause any adverse drainage patterns or erosion to the abutting property.
- Owner agrees that the construction of the Improvements is consistent with all applicable federal, state and local laws and regulations.
- The Owner of the Subject Property will own and maintain the Improvements.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's easement areas, Owner, for itself, its successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Improvements in the City's easement areas, caused in whole or in part by the encroachment into the City's easement areas.

4. TERMINATION OF AGREEMENT. The City may, at its sole discretion, terminate this agreement at any time if the City needs to occupy the easements for drainage and utility purposes by giving the then owner of the Subject Property thirty (30) day advance written notice. The owner of the Subject Property may be required to remove the Improvements if it is deemed necessary by the City in order to exercise the purpose of the existing drainage and utility easement. If the owner fails to do so, the City may remove the Improvements and charge the cost of removal back to the owner for reimbursement. No notice under this paragraph shall be required in the event of an emergency condition determined solely by the City and the Agreement may then be terminated immediately.

5. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

*[The remainder of this page is intentionally left blank.
Signature pages to follow.]*

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And _____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Luke M. Hellier and Taylor Snider, respectively the Mayor and Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

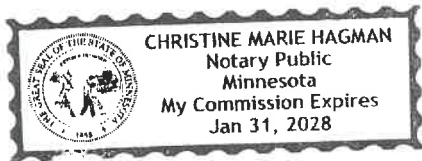
PROPERTY OWNER:
WARSAN PROPERTY L.L.C.
a Minnesota limited liability company

By: Wbah Hassan
Its Wbah Hassan [print name]
owner [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

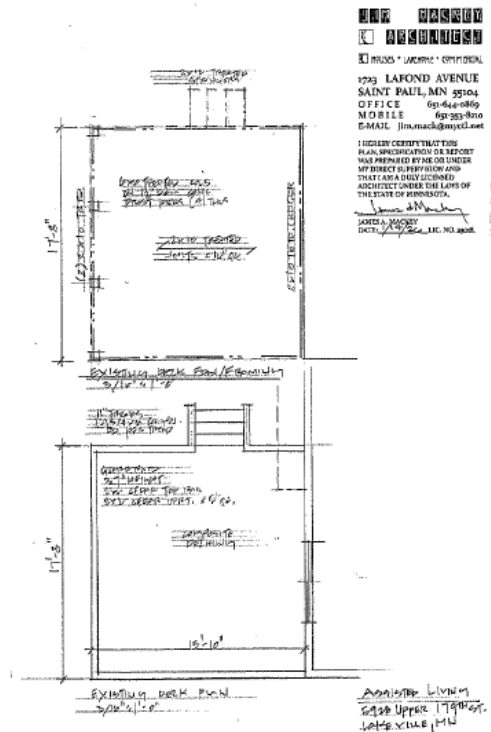
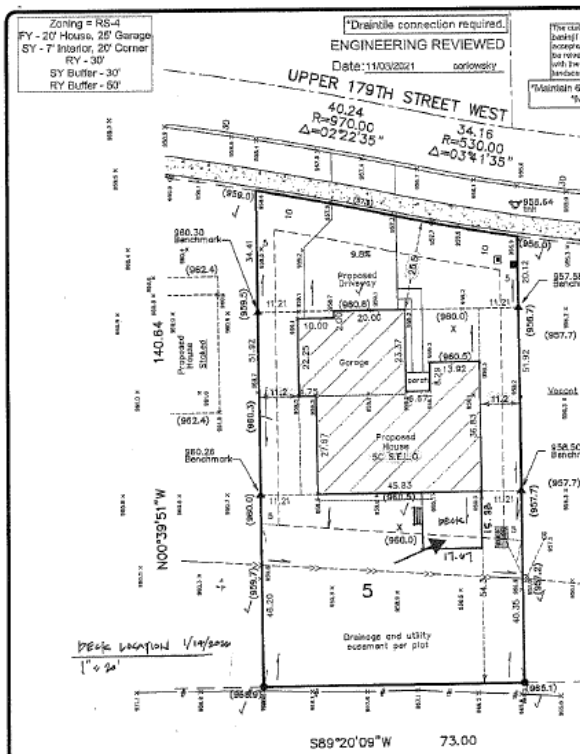
The foregoing instrument was acknowledged before me this 27 day of Jan 2026
2026, by Wbah Hassan, the owner of **WARSAN**
PROPERTY L.L.C., a Minnesota limited liability company, on behalf of said entity.

Christine M. Hagman
Notary Public



THIS INSTRUMENT 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”





Date: 2/17/2026

**Amendment to Supplemental Agreement for Professional Services
with WSB for Lake Marion Greenway Improvements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB amendment to supplemental agreement for professional services for Lake Marion Greenway Improvements, City Project 26-15.

Overview

The City and Dakota County are partnering to construct segments of the Lake Marion Greenway (City Project 26-15), a multiphased trail project that will connect existing City and County trail systems and improve bicyclist and pedestrian safety. When complete, the greenway will span approximately 20 miles through Burnsville, Credit River, Farmington, Lakeville and Savage.

The City Council previously approved a supplemental agreement with WSB for preliminary and final engineering on January 21, 2025, with amendments on April 7, 2025 (Ritter Farm Park trailhead design) and October 20, 2025 (state grant applications, environmental documents, bridge design, and traffic analysis).

WSB has submitted an amendment to cover additional work requested during design and to provide construction services. The amendment reflects design adjustments including a) modified trail alignment at Ritter Farm Park, including retaining wall analysis and additional survey, b) expanded sidewalk design in downtown, and c) archaeological investigations required for state grant compliance. The amendment also incorporates construction services, including field staking, materials testing and inspection. This amendment is subject to the Master Agreement for Professional Engineering Services between the City and WSB (dated September 20, 2021) and adds value by ensuring the project remains on schedule for 2026 construction.

The City and County will share responsibilities and costs consistent with the County's adopted cost-share policies and as established in a future Joint Powers Agreement. The City is the lead agency; therefore, the total cost of this amendment is reflected in this memo.

Supporting Information

1. 2026.01.30 WSB Amendment No.3 to Lake Marion Greenway Improvements

Financial Impact: \$539,526 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Jonathan Nelson, Assistant City Engineer

January 30, 2026

Mr. Jonathan Nelson, PE
Assistant City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Lake Marion Greenway Improvements Phase 1 (Preliminary and
Final Engineering), CP 26-15
Amendment No. 3: Various Scope Items

Dear Mr. Nelson

On behalf of WSB we are pleased to submit this Amendment for Professional Services Agreement, dated January 21, 2025, to provide engineering services to the City. Specifically, our services will include the following tasks and associated fee:

Date (Notice to Proceed)	Scope	Budget
September & October 2025	Additional Field Walks and Survey: Original assumption was one field walk; three were completed to ensure thorough evaluation of site conditions and alignment feasibility.	\$13,587
10/30/2025	Alignment Shifts / Re-Design at Ritter Farm Park: Adjustments made to accommodate unforeseen site conditions, including re-design of trail alignment for optimal functionality and minimal environmental impact.	\$7,112
10/30/2025	Wall Analysis & Design at Ritter Farm: Structural analysis & design required for proposed retaining wall(s) to ensure compliance with bike & ped standards along with minimizing tree impacts. • 5 hand augers to 10 feet • 5 tests to 10 feet • Soil classification, logs, lab tests, site trip • Tech memo with retaining wall foundation recommendations	\$17,390
11/18/2025	LCCMR Grant Administration: Assistance with work plan revisions, status summaries, reimbursement requests, and final submittal.	\$35,398
11/22/2025	Additional Survey & Design Along Existing Ski Trail: Expanded survey scope to include ski trail corridor and	\$19,484

	design modifications to integrate trail improvements with existing conditions. Complete tree inventory, use symbology/colors to distinguish the different tree species.	
11/24/2025	Expanded Sidewalk Construction: Additional sidewalk segment between Howland and Holyoke along 209th Street to enhance pedestrian connectivity and safety.	\$2,886
12/09/2025	Phase I Archaeological Survey: Additional investigation (literature review and field work) required to facilitate project review by State Historic Preservation Office (SHPO) for compliance with DNR grant environmental review requirements. To be completed by sub-consultant (Merjent, Inc.).	\$12,000
01/30/2026	Construction Services: Contract administration, Construction Inspection, Labor compliance, survey, and material testing.	\$431,969
TOTAL		\$539,526

Attached to this memo are the services for each task outlining the details of each out-of-scope activity and associated budget.

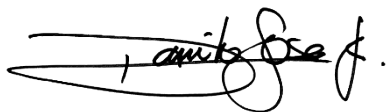
PROPOSED FEE

Our budget was developed based on our understanding of the scope and coordinating closely with staff members in the City of Lakeville working on the project. We estimate an hourly not to exceed fee of **\$539,526**.

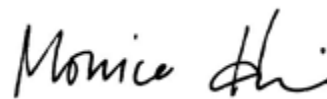
The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact DJ Sosa at (612) 214-9244 | dsosa@wsbeng.com. Once again, we appreciate the opportunity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

Sincerely,

WSB



DJ Sosa, PE
Principal/Sr. Project Manager



Monica Heil, PE

Vice President of Municipal Services
Attachments

Cc: Travis Wieber, WSB

ACCEPTED BY:

City of Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk

City of Lakeville
Amendment No. 3 - Various Scope Items
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	PM	QA/QC	Roadway Engineer	Roadway Support	Forester Lead	Forester Support	Structural Engineer	Geotechnical Engineer	Geotechnical Support	Survey Chief	Survey Crew (1 Person)	Sr. Planner	Sr. Soil Scientist	Project Controls	Total Hours	Cost
1.0	Additional Field Walks & Survey																
*****	Field Investigation (2 additional visits)	16		8	16											40	\$ 8,320.00
*****	Supplemental Survey	1	2	2							4	16				25	\$ 5,267.00
2.0	Alignment Shifts/Re-Design at Ritter																
*****	Update alignment and profile within Ritter Farm	2	2	4	24											32	\$ 5,190.00
*****	Parking lot re-configure (i.e., Equestrian & upper lot)	2	2	2	4											10	\$ 1,922.00
3.0	Wall Analysis & Design at Ritter Farm																
*****	5 hand augers, 5 DCP tests, & Reports			4					10	24						38	\$ 7,456.00
*****	Retaining Wall Design	2	2	8	16			16	4							48	\$ 9,934.00
4.0	LCCMR Grant Administration																
*****	Project Management and Coordination	2											16	2		20	\$ 4,160.00
*****	Work Plan Revisions	2											8	4		14	\$ 3,034.00
*****	Work Plan Status Summaries	8											36	8		52	\$ 11,124.00
*****	Reimbursement Requests	4											32	4		40	\$ 8,320.00
*****	Final Submittal	8											24	8		40	\$ 8,760.00
5.0	Additional Survey & Design Along Existing Ski Trail																
*****	Supplemental Survey	1									8	16				25	\$ 5,479.00
*****	Add design, update plan set, & permit requirements	2	2	8	24											36	\$ 5,966.00
*****	Tree Survey	1	2			16	32									51	\$ 8,039.00
6.0	Expanded Sidewalk Construction																
*****	Add design & update plan set	2	2	4	8											16	\$ 2,886.00
Total Hours		53	14	40	92	16	32	16	14	24	12	32	116	26	0	487	
2025 Hourly Costs		\$279.00	\$200.00	\$194.00	\$144.00	\$206.00	\$127.00	\$270.00	\$200.00	\$195.00	\$250.00	\$200.00	\$197.00	\$225.00	\$143.00		
SUBTOTAL		\$14,787.00	\$2,800.00	\$7,760.00	\$13,248.00	\$3,296.00	\$4,064.00	\$4,320.00	\$2,800.00	\$4,680.00	\$3,000.00	\$6,400.00	\$22,852.00	\$5,850.00	\$0.00		\$95,857.00
Subconsultant - Merjent (Archaeological Study)																	\$12,000.00
TOTAL																	\$107,857.00

January 30th, 2026

Jonathan Nelson, PE
Assistant City Engineer
City of Lakeville

RE: Lake Marion Trail Construction

Dear Mr. Nelson:

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the Lake Marion Trail Project. The scope of work WSB will provide is the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Project Management
- Contract Administration
- Construction Inspection
- Labor compliance
- Survey
- Material Testing

Deliverables and responsibilities provided for each of the above tasks are described in the Project Approach/Scope of Services below. The intent of the scope is to outline the major tasks required for this project and highlight areas of importance that are needed to complete the requested services. The scope does not list all responsibilities to be performed.

PROJECT APPROACH/SCOPE OF SERVICES

A. Project Management

WSB will provide project management throughout the duration of this project. This will include the following deliverables:

- Prepare materials for and facilitate the preconstruction meeting and weekly on-site meetings for the duration of the project.
- Prepare materials and coordinate private utility relocations prior to and during construction.
- Communicate with the County and Contractor to address project related issues.
- Provide understanding of County standard construction practices as they relate to the project.
- Provide the necessary resources and direction to WSB personnel to ensure project compliance and quality results.
- Review and verify prepared pay vouchers and documented quantities.
- Provide the tools and equipment needed to WSB personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
- Provide services required under this contract as necessary to accommodate the contractor's schedule.

B. Contract Administration

WSB will provide contract administration for this project. Our project team will work with the contractor and the city to ensure construction work and activities will be constructed in accordance with the plans and standards and are correctly and adequately documented throughout the project. Scope of work for this task includes:

- Coordinate, facilitate, and document construction meetings for close coordination of day-to-day progress of work and ensure the project is completed as intended.
- Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- Review, document and file contractor permits, submittals, test reports, and certificates of compliance.
- Verify and review all labor submittals meet requirements.
- Accurately verify contract pay items daily.
- Prepare all pay vouchers in accordance to project revenues and expenses.
- Prepare contract change documents and cost estimates with negotiations with the contractor on any contract changes.
- Respond to all contractor requests for information (RFI).
- Complete all necessary field finalizing of the project documentation in accordance with project specifications.

C. Construction Inspection

WSB will provide Construction Inspection services through construction of the project and final project closeout. This task will include:

- Record construction activities daily, making a complete and accurate record of all events.
- Ensure construction practices and materials used on site are compliant with project specifications.
- Accurately measure and record contract pay items daily.
- Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
- Perform monthly labor compliance interviews.
- Communicate regularly with the Project Manager, Contractor, County, and involved stakeholders.
- Perform reviews of temporary and permanent erosion control measures on the project for compliance with applicable permits and specifications.
- Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
- Exercise the "Authority and Duties of the Inspector" as necessary.

D. Survey

WSB will provide Survey services through project construction. This will include:

- Verifying datum points are accurate and correct.
- Provide all required construction staking including setting benchmark elevation locations.
- Provide and maintain records for as-builts.
- Coordinate with contractor on private utility relocations.

E. Construction Materials Testing

WSB will provide materials testing as required by the special provisions and Schedule of Materials control through the project. This will include:

- Grading and base items including material gradations and densities.

- Asphalt gradations, extractions, and densities.
- Concrete air, slump, and strength tests.
- Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.

Depending on project sequence and workload, as determined by the contractor, we will adjust our staffing needs accordingly.

PROPOSED FEE

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work based on the time determination schedule that was developed as part of design. A better understanding of the level of effort needed will be realized once the contractor presets their approach to the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with many similar projects. Our 2026 estimate used the current time determination as was developed with the project design to date.

The proposed scope and fee presented herein represents our complete understanding of the project based on current plans and schedule being developed. If you have any questions or concerns, please feel free to contact me at (763)-286-6141. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB



Craig Alberg, PE, DBIA
Vice President, Contract Admin

Attachments

ACCEPTED BY:

City of Lakeville

By: _____
City of Lakeville

Date: _____



WSB
ESTIMATE OF COST - Lake Marion Trail Project
Grading, Bituminous Surfacing, Drainage, ADA Improvements

	Project Design Manager	Project Manager Construction	Project Lead Inspector	Environmental Compliance	EEO/ Labor	Senior Survey Technician	Two Person Survey Crew	Clerical	Total Hours	Cost
WORK TASK										
<i>Description</i>										
PROJECT MANAGEMENT										
Project Management (2 hour per week CM)		56						20	76	\$17,300.00
Submittal Review/Shop Drawing Review/RFI's (1 hour/Week)	20	28							48	\$13,020.00
CONTRACT ADMINISTRATION										
Pre-Construction Conference	2	4	3						9	\$2,130.00
Private Utility Meetings	2	13							15	\$4,005.00
Weekly Meeting (Assume 1 meeting a week, 2 hours per meeting)		56							56	\$14,840.00
Labor Compliance (4 hours per week for 28 weeks)					112				112	\$14,560.00
Documentation Review (1/2 hour a week)		14							14	\$3,710.00
Contract Administration (1 hour a week)		28						8	36	\$8,404.00
Monthly Pay Estimates (10 estimates)		10						15	25	\$4,495.00
Final Documentation		10	10						20	\$4,350.00
CONSTRUCTION INSPECTION SERVICES										
Pre-Project Inspection / Removal Measurements			20						20	\$3,400.00
Construction Inspection (28 Weeks)		28	1400						1428	\$245,420.00
Punchlist			15						15	\$2,550.00
Record Plan Measurements			20						20	\$3,400.00
CONSTRUCTION SURVEYING SERVICES										
Construction Survey							140		140	\$37,100.00
Office Support						6			6	\$1,230.00
Record Plans						15	10		25	\$5,725.00
ENVIRONMENTAL										
Weekly NPDES Inspections (3 hours per week, for 28 weeks)				84					84	\$10,920.00
On Site Documentation (1.5 hours per week, for 28 weeks)				42					42	\$5,460.00
Post Rain Event Inspections (Assume 1 rain event every other week)				42					42	\$5,460.00
Permit Coordination				8					8	\$1,040.00
Assume 28 weeks inspection, 5 days per week, 10 hours per day. (Lead Inspector)										
Total Hours	24	247	1468	176	112	21	150	43	2241	\$408,519.00
Hourly Costs	280.00	265.00	170.00	130.00	130.00	205.00	265.00	123.00		
WSB SALARY COSTS	\$6,720.00	\$65,455.00	\$249,560.00	\$22,880.00	\$14,560.00	\$4,305.00	\$39,750.00	\$5,289.00		\$408,519.00
Materials Testing										\$23,450.00
TOTAL CONSTRUCTION SERVICES PROJECT COST										\$431,969.00
TOTAL PROJECT COST 2026										\$431,969.00



Construction Materials Testing Estimate of Costs
City of Lakeville
Lake Marion Trail Greenway Phase I
R-027938-000
January 29, 2026

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
<i>Field Testing</i>				
CMT03	Excavation Observations (Restroom Building Footings) 1 trips at 2.00 hours each	2.00 hours	\$ 135.00	\$ 270.00
CMT02	Compaction Testing of Fill and Backfill 8 trips at 2.00 hours each	16.00 hours	\$ 110.00	\$ 1,760.00
3510	Nuclear Density Testing 4 tests on embankment (select granular & common) 4 tests on footing backfill 4 tests on subgrade 2 tests on watermain trench backfill 2 tests on storm sewer trench backfill 2 tests on sanitary trench backfill	18 tests	\$ 40.00	\$ 720.00
3500	Dynamic Cone Penetrometer (DCP)	4 tests	\$ 55.00	\$ 220.00
CMT01	Sample Pick Up 2 trips at 1.50 hours each	3.00 hours	\$ 95.00	\$ 285.00
2130	Trip Charge	11 trips	\$ 60.00	\$ 660.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve 2 tests on aggregate base CL 5 1 tests on select granular 1 tests on aggregate surfacing CL 2 1 tests on reclamation material	5 tests	\$ 165.00	\$ 825.00
3260	Standard Proctor 1 tests on footing backfill 2 tests on embankment (select granular & common) 1 tests on subgrade 1 tests on trench backfill	5 tests	\$ 250.00	\$ 1,250.00
4030	Extraction - Bituminous Content	1 tests	\$ 190.00	\$ 190.00
Subtotal				\$ 6,180.00
Asphalt Pavements				
CMT01	Sample Pick Up 8 trips at 1.50 hours each	12.00 hours	\$ 95.00	\$ 1,140.00
2130	Trip Charge	8 trips	\$ 60.00	\$ 480.00
<i>Laboratory Testing</i>				
4090	MnDOT Gyratory Mix Properties	6 tests	\$ 650.00	\$ 3,900.00
4050	Rice Specific Gravity	2 tests	\$ 115.00	\$ 230.00
4030	Asphalt Content	2 tests	\$ 190.00	\$ 380.00
4040	Extracted Gradation	2 tests	\$ 155.00	\$ 310.00
Subtotal				\$ 6,440.00
Concrete Reinforcement				
CMT03	Concrete Reinforcement Observations Footings 3 trips at 2.00 hours each	6.00 hours	\$ 135.00	\$ 810.00
2130	Trip Charge	3 trips	\$ 60.00	\$ 180.00
Subtotal				\$ 990.00

Concrete				
Field Testing				
CMT02	Testing of Concrete	24.00 hours	\$ 110.00	\$ 2,640.00
Footings	3 pours at 2.00 hours each			
4" Colored	1 pours at 2.00 hours each			
5" Walk	1 pours at 2.00 hours each			
6" Walk	3 pours at 2.00 hours each			
B618	1 pours at 2.00 hours each			
S424	1 pours at 2.00 hours each			
D412	1 pours at 2.00 hours each			
Misc.	1 pours at 2.00 hours each			
CMT01	Sample Pickup	12.00 hours	\$ 95.00	\$ 1,140.00
	8 trips at 1.50 hours each			
2130	Trip Charge	20 trips	\$ 60.00	\$ 1,200.00
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing	48 cylinders	\$ 40.00	\$ 1,920.00
	12 sets at 4 cylinders each			
Subtotal				\$ 6,900.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	3.00 hours	\$ 215.00	\$ 645.00
CMT85	Principal Engineer	1.00 hours	\$ 275.00	\$ 275.00
CMT70	Project Assistant	11.00 hours	\$ 175.00	\$ 1,925.00
CMT90	Project Administrator	1.00 hours	\$ 95.00	\$ 95.00
Subtotal				\$ 2,940.00

Inspection and Testing Project Summary	
Aggregate and Soils	\$ 6,180.00
Concrete Reinforcement	\$ 990.00
Concrete	\$ 6,900.00
Project Supervision, Review and Management	\$ 2,940.00
Estimated Total	\$ 23,450.00

Assumptions
Testing assumptions are based on 90% plans.
Actual cost will depend on project management time, time spent onsite and testing tasks performed for the project.



Via Email: aharwood@wsbeng.com

January 6, 2025

Alison Harwood
Director, Natural Resources
WSB Engineering
540 Gateway Blvd
Burnsville, MN 55337
Office: 612.360.1320

Alison Harwood <aharwood@wsbeng.com>

Subject: Proposal for Phase I Survey of the Lake Marion Greenway Trail – Ritter Farm Park to Casperson Park, T114 R21 S23 and S24, Lakeville, Dakota County, Minnesota. SHPO No. 2026-0042

Dear Ms. Harwood,

Merjent, Inc. (Merjent) is happy to present this proposal to provide a Phase I survey and report to satisfy the requirements of the Minnesota State Historical Preservation Office (SHPO) and the Office of the State Archaeologist (OSA) for WSB Engineering (WSB) on behalf of the City of Lakeville. This proposal is based on information received via email December 29, 2025.

PROJECT UNDERSTANDING

Merjent understands the City of Lakeville Lake Marion Greenway Trail – Ritter Farm Park to Casperson Park, T114 R21 S23 and S24 (Project) entails approximately 0.89 linear miles of greenway trail, in two segments, to be constructed by the City of Lakeville (City). Merjent assumes that the work is completely locally funded; therefore, unless the project requires federal permitting, federal laws and regulations, such as Section 106 of the National Historic Preservation Act (NHPA), will not apply. The Phase Ia literature review will focus on the area depicted in the provided maps, and the surrounding 0.5-mile radius from the centerline of the proposed trail, using SHPO and OSA professional files. Since SHPO recommended a Phase I survey in their letter to the City, dated November 16, 2025, the results of the literature review will be included in the final Phase I report and will not be provided as a standalone document. This Proposal addresses the scope of work by describing our technical approach for providing the Phase I investigations for SHPO compliance.



PROJECT APPROACH AND SCOPE OF WORK

The proposed Project Approach addresses the scope of work by describing our technical approach to providing the Phase I survey and report for SHPO compliance. The estimated cost to conduct the survey and prepare the deliverable is included in the Cost Estimate section of this proposal.

Phase Ia Literature Review

Merjent will conduct a desktop literature review survey to compile existing information and identify archaeological resources within and around the Project area to aid in assessing the overall facility to provide sufficient background information for NHPA compliance per SHPO guidelines. Merjent will conduct a review of a 0.5-mile radius study area around the property for archaeological and architectural resources. At a minimum, Merjent will:

- Review the OSA Portal and the Minnesota Statewide Historic Inventory Portal (MnSHIP) to identify previously recorded archaeological and architectural resources within a 0.5-mile buffer from the Project, and review their NRHP eligibility status (NRHP listed, NRHP eligible, NRHP ineligible, and inventoried/recorded, but unevaluated, properties).
- Review and provide historical topographic maps and historical aerial photographs to identify historic-aged resources older than 45-years old within the Project for additional inventory.

Geographic information system (GIS) staff will prepare GIS files for previous archaeological resources within the Project area. Results of the desktop archaeological resources survey will be summarized in the final Phase I report.

In developing this scope of work and cost estimate, Merjent has made the following assumptions:

- Accurate shape files of the project location will be provided upon award, either by WSB or the City,
- Will only present data on archaeological and architectural sites within a 0.5-mile study area.

Phase I Archaeology Survey

If awarded, Merjent will concurrently apply for an OSA permit and begin the literature review. Currently, the turnaround time for the OSA permit is 30 to 45 days. Following receipt of the permit, Merjent will conduct a Phase I Archaeological Survey of the proposed location in the spring of 2026 as soon as ground conditions allow. This work will incorporate both prehistoric and historical archaeology. It is assumed that archaeological survey will be required for the entirety the project areas. Throughout all stages of this investigation, Merjent will apply industry (cultural resource management) best practices and adhere to the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* (48 CFR 44716). Methods will be in accordance with reconnaissance survey described by the SHPO Manual for Archaeological Projects in Minnesota (Anfinson, 2005) and the State Archaeologist's Manual for Archaeological Projects in Minnesota (Anfinson, 2011).

The goals for Phase I Archaeological survey include:

- The Identification of archaeological resources within the defined Project Area of Potential Effect (APE) and documentation of their specific archaeological contexts, if any are present.
- Provide management recommendations for each archaeological resource identified or reidentified during the course of these investigations.

- Discuss eligibility/non-eligibility of minor and/or repetitiously occurring sites.
- Identify those archaeological resources that are recommended for additional testing in Phase II survey to evaluate their NRHP eligibility.

Merjent has made several assumptions with regard to completing the archaeological survey. Our assumptions include:

- Archaeological fieldwork will be completed during a single mobilization
- No archaeological sites will be identified during the course of the Phase I investigations
- No deep testing will be required in association with the currently proposed undertaking
- No more than 40 shovel tests will require excavation.
- No subsurface testing will occur on steep slopes, wetlands, or paved surfaces.
- Survey investigations for any revisions to the Project footprint or modifications to the assumed APE during or after the completion of the initial work will require a change order.

Survey Methods for the archaeological survey will include:

- Use of an iPad and using the Collector application and an GPS receiver during Phase I survey to provide geospatial data for all field datums and site boundaries.
- The field methods and reporting format will adhere to the Minnesota SHPO and OSA Standards and Guidelines for Archaeological Resource Management Studies
- Surface investigations will be conducted along linear transects spaced at 15-meter intervals

Phase I reporting

Merjent will prepare a Phase I archaeological report for the Project. All reporting will be done in accordance with the Minnesota SHPO guidelines.

Merjent will submit the following deliverables:

- One electronic copy of the Phase I Archaeological Survey report for the proposed Project, including all associated maps and photographs for submittal to the SHPO through the OSA Portal

SCHEDULE

Merjent will submit the application for the OSA license and begin the literature review within 3 days of award. Surface/near surface pedestrian survey will commence as early in the Spring 2026 as ground conditions allow. The draft report will be provided to WSB no more than 2 weeks following completion of fieldwork. WSB will provide one round of consolidated edits for deliverables prior to submission of the final letter report.

PROJECT TEAM

Merjent's proposed Project team has experience providing Phase I surveys and reports for similar projects with similar resources. The Merjent Team for this Project will consist of an overall Project



Manager, an archaeologist, and a GIS specialist. Merjent's small but experienced team was specifically selected to be as flexible and responsive as possible during all phases of the Project. A brief profile of the key staff members proposed to manage and complete the Project is provided below, including their proposed Project role and relevant experience.

Linda Naunapper – Project Manager

Dr. Linda Naunapper, PhD, RPA, an archaeologist at Merjent, has 20 years of experience in environmental and cultural resources compliance. Her professional expertise includes National Historic Preservation Act (NHPA) Section 106 analyses, National Environmental Policy Act (NEPA) analyses, interagency and tribal consultation, and regulatory compliance documentation. Dr. Naunapper has worked on federal, state and privately funded cultural resources projects in the Midwest/Great Lakes, California, Hawaii, Louisiana, Puerto Rico, Texas and South Carolina. Prior to working in regulatory compliance, Dr. Naunapper conducted archaeological and historical field investigations for numerous consulting firms, universities and state agencies in the Midwest, Great Lakes and eastern Plains. Although her research specialization is in material culture of late prehistory and early history, she has worked at archaeological sites spanning the Paleoindian through late historic periods.

Aaron Armstrong-Duarte – Principal Investigator

Dr. Aaron Armstrong-Duarte is proposed as the Principal Investigator for this undertaking. He has a PhD. from the University of Minnesota, Twin Cities, and has over 20 years of experience working on archaeological projects in the United States and abroad. Dr. Armstrong-Duarte is an Archaeologist and has been Principal Investigator at Merjent for over two years. His experience as a project Principal Investigator includes data recovery and test excavations, human osteology and zooarchaeology, geoarchaeology, artifact analysis and curation, construction monitoring, site and project background research, permitting, archaeological survey, consulting with Tribal Historic Preservation Offices, conducting surveys with Tribal Cultural Assistants, and report and grant writing. With projects under his purview, Aaron has ensured compliance with federal and state historic preservation laws and procedures. He has experience implementing guidelines of Section 106 of the National Historic Preservation Act, Minnesota's Field Archaeology Act, Private Cemeteries Act, and Historic Sites Act. Dr. Armstrong-Duarte meets the Secretary of the Interior's Professional Qualification Standards for Archaeology as published in 36 CFR Section 61.

Lacy Lepisto – Archaeologist

Ms. Lacy Lepisto is proposed as the research archaeologist for this undertaking. Ms. Lepisto has 10 years of experience that includes archival research as well as fieldwork on both small- and large-scale projects in Minnesota and the surrounding states. She is proficient in all aspects of pre-survey archival research and post-survey reporting for both archaeological and historical surveys.

COST ESTIMATE

Merjent's estimated costs for the required task in the scope of work described above is **\$12,000**. Merjent proposes to perform the scope of work described herein on a time and materials basis in accordance with the terms and conditions of the contract, not to exceed the total proposed cost without prior approval from WSB. Merjent will provide all invoices electronically and will include the WSB project name and number on each invoice.

Merjent appreciates the opportunity to provide this proposal and assist WSB on this Project. Please do not hesitate to contact me if you have any questions regarding the proposed approach or wish to discuss any scope of work tasks or budget. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "William M. Harding". The signature is written in a cursive style with a horizontal line underlining the last name.

William M. Harding, MA, RPA
Merjent, Inc.

CC: Linda Naunapper, Merjent
Lacy Lepisto, Merjent
Aaron Armstrong-Duarte, Merjent
Jeff Thommes, Merjent

Scope of Work

Lake Marion Greenway Trail

LCCMR Grant Administration Services

The City of Lakeville's Lake Marion Greenway Trail project has been recommended for Environment and Natural Resources Trust Fund (ENRTF) funding by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). City staff have requested a scope of work and proposed fee for assistance with grant administration. WSB will complete the tasks listed below.

This document represents WSB's best understanding of the scope and level of effort required to assist the City of Lakeville through the administration process. However, the actual level of effort will depend on the project schedule and the specific requests made to the City by LCCMR.

1. Project Management and Coordination

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

Deliverables:

- Invoicing and progress reports
- Calls, emails and other correspondence
- Kickoff and check in meetings

2. Work Plan Revisions

Task 2 will involve completing any additional work plan revisions required by LCCMR.

Deliverables:

- Revised work plan text, graphics, maps, or other materials as requested

3. Work Plan Status Summaries

LCCMR will require work plan status summaries every 3-6 months that contain budget and schedule updates, work plan modifications (if needed), etc. Based on the anticipated project schedule, this scope assumes three updates per year from 2026 through 2029 for a total of 12 updates.

Deliverables:

- Draft and final work plan status summaries

4. Reimbursement Requests

This task will involve assisting the City with assembling and submitting the required materials to request reimbursement for work completed based on project milestones. Required materials will include invoices and proof of payment to contractors completing the work.

Deliverables:

- Draft and final reimbursement requests

5. Final Submittal

Task 5 involves preparation of the final project budget information, as built, payment requests, and proof of payment. This information will need to be submitted prior to the project's proposed end date.

Proposed Staff

Austin Hauf will lead the proposed scope. He will be supported by DJ Sosa and Luke Lunde. DJ is currently serving as PM for WSB's existing contract with the City for this project. Luke has assisted other communities with similar grant administration work.

Proposed Fee

WSB's proposed fee to assist the City with LCCMR grant administration activities is not to exceed \$35,398.

Task	Description	Hours	Cost
1.0	Project Management and Coordination	20	\$4,160
2.0	Work Plan Revisions	14	\$3,304
3.0	Work Plan Status Summaries	52	\$11,124
4.0	Reimbursement Requests	40	\$8,320
5.0	Final Submittal	40	\$8,760
TOTAL		166	\$35,398

Proposed Timeline

WSB will complete the tasks listed above on an as-needed basis according to funder requirements. Once this scope amendment is approved, a draft schedule will be submitted to the City of Lakeville for review and approval prior to commencing these services.

City of Lakeville
LCCMR Grant Administration Services
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	Sr. PM	Sr. Planner	Sr. Soil Scientist	Total Hours	Cost
1.0	Project Management and Coordination	2	16	2	20	\$ 4,160.00
2.0	Work Plan Revisions	2	8	4	14	\$ 3,034.00
3.0	Work Plan Status Summaries	8	36	8	52	\$ 11,124.00
4.0	Reimbursement Requests	4	32	4	40	\$ 8,320.00
5.0	Final Submittal	8	24	8	40	\$ 8,760.00
Total Hours		24	116	26	166	
2026 Hourly Costs		\$279	\$197	\$225		
Fee		\$6,696	\$22,852	\$5,850		\$35,398



Date: 2/17/2026

CNH Architects Contract Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract amendment with CNH Architects for the design of the new Fire Station 2

Overview

The original AIA B132 contract with CNH dated April 9, 2025, indicates that if the size of the project increases from the original proposed design, the fee paid to CNH will be adjusted based on the final established project scope at the completion of the Schematic Design Phase.

The original \$1,518,900 fee for service was based on an estimated construction of a 42,200 square foot fire station. After completion of the Schematic Design Phase as reviewed by the City Council at their October 2025 work session, the final size of the fire station is 47,865 square feet. CNH also included civil design of the new north/south access road through the site and the storm water basin, which was not originally included in their scope of work. The increase in the overall size of the fire station and the additional civil design work correlates to an increase of \$242,040 to CNH's fees for a total of \$1,760,940.

Supporting Information

1. CNH Contract Amendment 1

Financial Impact: \$242,040 Budgeted: Yes Source: New FS2 Project Fund. Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator

ADDITIONAL SERVICE AGREEMENT

PROJECT: Lakeville Combined Fire Station
CNH No.: 24051
CLIENT: City of Lakeville

ASA #01 – Increased Fire Station Building Size and Adjacent Site Work
February 4, 2026

Allyn Kuennen
Assistant City Administrator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

DESCRIPTION

This proposal expands the architectural service by the following changes in scope:

Item A - Increased Building Size: The Lakeville Combined Fire Station has increased in size, as approved by the City, from a 42,200 square foot facility indicated in the original RFP and listed in the current AIA B132 Agreement Between Owner-Architect to a size of 47,865 square feet, a 13.42% increase in project scope. This increase in project size responds to Owner decisions increasing the space program to best meet the fire department's long-term needs resulting in significantly larger station than requested at time of proposal. This Additional Service Agreement adjusts the design services and fee to address the larger project scope.

Item B – Adjacent Site Work: To best meet the City's future needs on the remainder of the overall property purchased by the City, design of some site improvements are desired to be included in this project. This includes design of the new city street east of the fire station site, design of an enlarged stormwater pond to meet the anticipated stormwater requirements for the entire property, and grading design on the east property as needed to maintain a balanced cut and fill design for the project.

Lakeville Combined Fire Station

2/4/2026

Calculations for ASA #1

Original Contract Station Size 42,200 square feet
Original CNH Fee \$1,518,900

ASA 1 - Item A - Bldg Size Increase		
47,865	sf	13.42% Increase

\$1,518,900	Fee
13.42%	Size increase
\$1,722,800	Total revised fee
\$25,315	Design Changes to Reduce Scope
\$1,748,115	Total Fee Building Design
-\$1,518,900	Original Contract

ASA 1 - Item A - Bldg Size Increase

Total Add	\$229,215
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ASA 1 - Item B - East Roadway and Stormwater

Total Add	\$12,825
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Total Additional Fee ASA 1 \$242,040

SERVICES:

The services for each of these items will include the following:

ITEM A - INCREASED BUILDING SCOPE

Our services for architectural, structural, civil, mechanical, electrical, and landscape design for this project are to be increased to address the design of this larger building.

PART I – Schematic Design

The services included additional schematic design services of the larger fire station including:

- Multiple schematic floor plan options
- Preliminary review of building codes
- Preliminary review of city site planning requirements
- Schematic exterior image options
- Refinement of floor plan, site plan and image options selected
- Exterior elevations
- Preliminary civil plan with grading, utilities and stormwater.
- Electrical site lighting layout and light level plan
- Preliminary landscape plan

PART II – Design Development

This portion of the work includes further development of the detailed elements of the larger fire station building design.

- Further development of floor plan
- Further development of site plan along with additional changes to meet property seller requests
- Further development of civil plan with grading, utilities and stormwater
- Further development of landscape plan
- Further development of exterior elevations
- Interior millwork and interior elevations
- Interior material selection

PART III – Construction Documents

Our expanded services for this part include providing construction drawings for the larger building design.

- Structural design, final drawings and details as well as recalculated and detailed drawings at revised building footprint.
- Landscape design, final drawings and details plus revisions for reduced footprint
- Civil design, final drawings and details plus revisions for reduced footprint
- Mechanical / electrical design plus revising drawings and recalculating mechanical and electrical equipment sizing for the reduced building footprint
- Site plan and details plus revisions for reduced footprint
- Overall and enlarged floor plans plus revisions for reduced building plans
- Exterior elevations plus revisions to exterior for reduced building envelope layout

- Building and wall sections, details including revisions where wall systems changed
- Interior elevations plus revisions to adjust for changes in room layouts for reduced scope
- Millwork and other interior details
- Room and door schedules, revisions to room and door schedules
- Door, window and wall types
- Roof plan and details plus revisions for revised roof plan footprint
- Final review of building codes plus recalculation of allowable areas, occupant loads, exiting, and sanitary fixture counts for revise building size

PART IV – Bidding

Our services for this part includes increased management and questions related to a larger building size.

- Answer bidder questions
- Write addenda as required
- Review product substitution requests

PART V – Construction Administration

Our services for this part include extended scope for administration of a larger building scope including construction phase support, submittals and site review.

- Weekly site review and client construction meetings
- Shop drawing review
- Monthly pay application review
- Preparation of construction administration documents as needed (Supplemental Information, Proposal Requests, and Change Orders)
- Answer contractor questions (Request for Information)
- Final punchlist review
- Review of project closeout documents

ITEM B – ADJACENT SITE WORK

This item includes the following additional services.

- Design of new east roadway
- Design of enlarged shared stormwater pond
- Provide cut and fill calculations for entire site and adjust east property grading as required to minimize import or export materials for the overall project
- Prepare stormwater calculations
- Construction Documents of east roadway and stormwater pond / piping in plan and profile documents to meet City of Lakeville street and utility standards
- Additional specifications as needed for roadway and stormwater elements
- Preparation of as-built drawings based on survey provided by others covering both fire station and east roadway
- Construction Administration of east roadway and larger stormwater elements including RFI, PR, and CO documents, site review, and pay application review.

FEE

We propose the above additional services for a fixed stipulated sum as shown below.

ITEM A – Increased Building Scope \$229,215.00

ITEM B – Adjacent Site Work \$ 12,825.00

TOTAL ADDITIONAL SERVICES \$242,040.00

Reimbursable fees will be billed as indicated in the original contract.

AGREEMENT

Upon acceptance, this additional fee proposal becomes a part of the original AIA B132 Standard Form of Agreement Between Owner and Architect dated January 21, 2025. All items are to remain as originally indicated except as modified herein.

SCHEDULE

The Construction Document design phase completion noted in Paragraph 1.1.4.2 will remain unchanged showing a completion date of around April, 2026.

We appreciate working with you on this project and are pleased to meet these additional needs.

Sincerely,



Quinn S. Hutson, AIA, LEED AP
Principal / President
CNH Architects, Ltd.

Accepted by City of Lakeville:

Luke M. Hellier, Mayor

Date

Taylor Snider, Deputy City Clerk

Date



Date: 2/17/2026

Professional Services Agreements for Mechanical Systems Design and Construction Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve professional services supplemental agreement with SEH, Inc. to provide design and consultation services for city facilities mechanical systems renovations.

Overview

The Water Treatment Facility, Police Station, and Central Maintenance Facility each have mechanical system renovation projects programmed in the 2026 Capital Improvement Plan as part of the City's ongoing effort to maintain reliable, efficient, and sustainable building infrastructure. To support these projects, staff proposes engaging Short, Elliott, Hendrickson, Inc. (SEH), a consultant included under the City's master agreement for professional services, to provide consulting, design, and construction administration services. SEH will assist staff in evaluating existing system conditions, developing detailed project scopes, and supporting project implementation to ensure the renovations meet current operational and performance needs.

The proposed improvements include the following:

- **Water Treatment Facility:** Replacement of the boiler plant, which is original to the building's 1998 construction and is highly inefficient.
- **Police Station:** Replacement of the boiler plant installed during the original 2008 construction. The boilers are nearing the end of their expected service life and currently require significant repairs to burners and heat exchangers.
- **Central Maintenance Facility:** Replacement of the air handling unit, condenser, and boiler plant, all original to the building's 2000 construction. This equipment is inefficient and no longer meets current EPA refrigeration requirements.

Staff will evaluate the benefits and risks of packaging these projects into a single bid solicitation, as well as the option of bidding by mechanical system type, to encourage broader contractor participation, improve pricing competitiveness, and support efficient project delivery.

All services will be provided in accordance with the terms and conditions of the September 20, 2021 General Services Agreement between the City of Lakeville and Short, Elliott, Hendrickson, Inc. (SEH).

Supporting Information

1. Lakeville Maintenance Building Proposal
2. Lakeville Police Station Proposal
3. Lakeville WTP Proposal

Financial Impact: Not to exceed \$170,000 Budgeted: Yes Source: Building Fund CIP Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Tom Breeggemann Facilities Supervisor



February 4, 2026

RE: Lakeville Maintenance Building HVAC
Replacements
Lakeville Maintenance Building
Lakeville, MN
SEH No. LAKEV P-189662

Tom Breeggemann
City of Lakeville
18400 Ipava Avenue
Lakeville MN, 55044

Dear Tom,

The City of Lakeville is proposing to make upgrades to the heating, ventilation, and air conditioning (HVAC) systems serving the Lakeville Maintenance Building in Lakeville, MN. The upgrades include replacement of a central air handling unit and associated rooftop condensing unit with a new air handler and condenser utilizing code compliant A2L refrigerant. The project will also include a design option for boiler and boiler pump replacement. Herewith is our proposal for professional engineering services for the work of assembling a cost estimate, bid documents, bidding assistance, and construction administration services for the project.

Background

The Lakeville Maintenance Building is currently equipped with a McQuay central station air handling unit with hot water heating coil and DX cooling coil. The air handler is factory matched with a rooftop condensing unit. The air handler and condenser are past their expected service life and utilize non-compliant refrigerant. The boilers are Burnham standard efficiency boilers, each providing 1063 MBH gross heating output. All HVAC equipment including the air handler, condenser, and boiler plant is controlled via the facility's existing Schneider Electric building automation system (BAS). The City has experienced the following issues with the existing HVAC systems:

- **Air Handling Unit and Condenser:** The air handler and condenser are both past their expected service life and utilize non-compliant refrigerant.
- **Boilers:** The existing boilers and associated inline boiler pumps are past their expected service life and no longer function as originally intended.
- **HVAC Controls:** The facility is currently equipped with a Schneider Electric BAS. New equipment including pumps and boilers will need to be incorporated into the existing Schneider BAS system.

The City would like SEH to provide design services including construction documents, bidding assistance, and construction administration services for upgrades to these systems.

Scope of Services

The following is a scope of services for each phase of the project.

Task 1: Design Services – Task 1A to include Air Handler and Condenser replacement, Task 1B to include Boiler and pump replacement.

1. Prepare 90% level plans, and specifications and submit to the City for review.
2. Prepare opinion of probable construction cost and submit to the City for review.
3. Meet with the City of Lakeville to discuss 90% submittal documents.
4. Incorporate City review comments.
5. Provide internal QA (Quality Assurance) review.
6. Finalize plans and specifications for bidding.

Task 2: Bidding Services

1. Post bid docs to Quest CDN. Respond to RFIs and inquiries from Contractors.
2. Prepare addenda as required.
3. Attend pre-construction walk-through with bidders.
4. Attend bid opening. Document bid-results.
5. Prepare bid tabulation and letter of recommendation and submit to the City.

Task 3: Construction Administration

1. Lead the construction kickoff meeting. Assemble / distribute meeting minutes.
2. Review shop drawings.
3. Prepare change orders and proposal requests if needed for construction modifications to meet design intent.
4. Attend one construction site visit to review progress and conformance with plans.
5. Visit the site at completion of project for final review and punch list.
6. Review contractor payment invoices.
7. Review project close out documents and coordinate final close-out.

Assumptions and Clarifications

1. HVAC Controls integration and installation will be by the City of Lakeville under a separate contract.
2. SEH will provide all documentation electronically and has not included any printing costs.
3. SEH will post the bidding documents electronically via Quest CDN.

Project Schedule

Based on the City's budgeting schedule, the following is proposed for the project:

Prepare the bidding documents	May 2026
Provide Opinion of Probable Cost	May 2026
Bid Project	June 2026
Award Contract	June 2026
Contracts Signed	July 2026
Shop Drawings.....	August 2026
Start Construction	August 2026
End Construction (HVAC on-line).....	November 2026

Consultant Staff

Nick Brula P.E (MN)..... Project Manager/Mechanical Engineer
Tyler Duffin Mechanical Graduate Engineer
Keith Lahde..... Mechanical CADD Technician
John Carlson P.E (MN) Electrical Engineer
Nate Smith Electrical CADD Technician
Joel Rector P.E (MN) Structural Engineer
Tom Schuette Architectural Designer

Compensation

Task 1A – Design Services: Air Handler and Condenser Replacement

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$38,353** for this phase.

Task 1B – Design Services: Boilers and Inline Boiler Pump Replacement

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$16,850** for this phase, contingent on acceptance of Task 1A.

Task 2 – Bidding Services

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$5,288** for this phase.

Task 3 - Construction Administration

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not- to-Exceed amount of **\$11,502** for this phase.

Reimbursable Expenses

We propose a Not-to-Exceed amount of **\$350**, for reimbursable expenses including travel expenses.

Fee Summary:

\$38,353	Task 1A - Air Handler and Condensing Unit Replacement
\$16,850	Task 1B – Boiler and Pump Replacement (Contingent on 1A)
\$5,288	Bidding Services
\$11,903	Construction Administration
\$350	Expenses
\$71,893	Total Fee

Project Level of Effort Estimate
 Lakeville HVAC Replacements
 Lakeville Maintenance Building
 Lakeville, MN



Lakeville HVAC Replacements	Project Manager - Brula	Mechanical Project Engineer - Duffin	Mechanical CADD Tech - Lahde	Sr. Electrical Engineer - Carlson	Electrical CADD Tech - Smith	Structural Engineer - Rector	Architect - Schuette	Administrative - Koontz	Total
Task 1.1A - 90% Plans and Specs (AHU and Condenser)	6	30	54	6	32	16	16	8	\$26,022
Task 1.2 - Opinion of Probable Construction Cost	2	2	0	1	1	1	1	0	\$1,692
Task 1.3 - Meet with City to Review Plans and OPC	2	2	0	1	0	0	0	0	\$1,149
Task 1.4 - Incorporate City Comments	0	2	4	1	4	2	2	0	\$2,445
Task 1.5 - Internal QA/QC	2	0	0	1	0	0	0	0	\$881
Task 1.6 - Finalize plans and specs	4	8	12	1	8	2	2	2	\$6,164
Task 1A Total	16	44	70	11	45	21	21	10	\$38,353
Task 1.1B - 90% Plans and Specs (Boilers and Pumps)	2	30	40	6	24	8	0	0	\$16,850
Task 1B Total	2	30	40	6	24	8	0	0	\$16,850
Task 2.1 - Post plans to Quest / Respond to RFIs	2	2	0	0	0	0	0	4	\$1,225
Task 2.2 - Prepare Addenda	0	2	2	2	2	0	0	4	\$1,799
Task 2.3 - Pre-bid meeting	2	2	0	0	0	0	0	0	\$844
Task 2.4 - Bid Opening	2	2	0	0	0	0	0	0	\$844
Task 2.5 - Bid Tab and Letter of Recommendation	2	0	0	0	0	0	0	0	\$576
Task 2 Total	8	8	2	2	2	0	0	8	\$5,288
Task 3.1 - Construction Kickoff and meeting minutes	4	0	0	0	0	0	0	2	\$1,343
Task 3.2 - Review shop drawings.	2	4	0	2	2	0	1	0	\$2,165
Task 3.3 - Prepare change orders and proposals	2	4	0	2	4	0	0	0	\$2,310
Task 3.4 - Mid-construction site visit	0	3	0	0	0	0	0	0	\$402
Task 3.5 - Final site visit and punch list.	2	2	0	2	2	0	0	0	\$1,748
Task 3.6 - Contractor pay apps	5	0	0	0	0	0	0	0	\$1,440
Task 3.7 - Project closeout	2	2	0	2	0	0	0	2	\$1,645
Task 3 Total	17	15	0	8	8	0	1	4	\$11,052
Estimated Project Hours	43	97	112	27	79	29	22	22	431
Estimated Project Labor Cost	\$12,384	\$12,998	\$13,776	\$8,235	\$11,613	\$7,163	\$3,278	\$2,096	\$71,543
Estimated Project Expenses	\$100	\$100	\$0	\$0	\$50	\$50	\$50	\$0	\$350
Estimated Project Totals	\$12,484	\$13,098	\$13,776	\$8,235	\$11,663	\$7,213	\$3,328	\$2,096	\$71,893

General Services Agreement

The terms and conditions of this proposal wholly include the contents of the September 20, 2021 General Services Agreement between the City of Lakeville and Short, Elliott, Hendrickson, Inc. Upon approval of this proposal, we will assemble a project amendment to our standard agreement.

Closure

We want to thank you for the opportunity to provide the City of Lakeville with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have. If this proposal is acceptable, please sign and return a copy of this proposal letter, authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Nicholas J. Brula, PE
Project Manager

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

Title: _____

Date: _____

And,

By: _____

Title: _____

Date: _____



February 4, 2026

RE: Lakeville Police Station Boiler
Replacement
Lakeville Police Station
Lakeville, MN
SEH No. LAKEV P-189662

Tom Breeggemann
City of Lakeville
18400 Ipava Avenue
Lakeville MN, 55044

Dear Tom,

The City of Lakeville is proposing to make upgrades to the heating systems serving the Lakeville Police Station in Lakeville, MN. The upgrades include improvements to the hot water heating system including boiler plant and associated hot water pumping system at the facility. Transmitted herewith is our proposal for professional engineering services for the work of assembling a Boiler Options technical memorandum and cost estimate, bid documents, bidding assistance, and construction administration services for the project.

Background

The Lakeville Police Station is currently equipped with two (2) Benchmark 2.0 hydronic boilers each with a 2000 MBH input rating. The boilers are original to the building and provide 100% redundant heating capacity to the facility. Three base mounted, Bell and Gossett centrifugal pumps are utilized to distribute heated water to coils throughout the building. The pumps are Bell and Gossett 1510 series base mounted centrifugal pumps each sized at 310 gpm at 90 feet of total dynamic head (TDH). All HVAC equipment including the boiler plant is controlled via the facility's existing Schneider Electric building automation system (BAS). The City has experienced the following issues with the existing HVAC systems:

- **Boilers:** The existing boilers are past their expected service life and no longer function as originally intended. The City has replaced boilers at other facilities with Riello high-efficiency condensing boilers.
- **HVAC Pumps:** Existing hydronic pumps are past their expected service life. Pumps show visible wear, and tear.
- **HVAC Controls:** The facility is currently equipped with a Schneider Electric BAS. New equipment including pumps and boilers will need to be incorporated into the existing Schneider BAS system.

The City would like SEH to provide design services including construction documents, bidding assistance, and construction administration services for upgrades to these systems.

Scope of Services

The following is a scope of services for each phase of the project.

Task 1: Boiler Improvements Technical Memorandum

1. Visit the site to gather data and take field measurements.
2. Assemble technical memorandum summarizing boiler improvement options, feasibility, and cost. Two options will be reviewed.
 - a. Option 1: Demo both existing Aerco boilers and provide two new high efficiency Reillo boilers each sized for 60% capacity.
 - b. Option 2: Demo existing Aerco boiler. Provide one new high-efficiency Reillo boiler sized for full (100%) capacity. Leave one Aerco boiler to remain as lag (backup) boiler.
3. Meet with the City of Lakeville to discuss boiler improvement options. Once the City selects which option is preferred, SEH will proceed with design phase.

Task 2: Design Services

1. Prepare 90% level plans, and specifications and submit to the City for review. Design will include the boiler replacement option selected by the City of Lakeville and will include Add-Alternate 1 for pump and motor replacement and Add-Alternate 2 for variable frequency drive (VFD) replacement.
2. Prepare opinion of probable construction cost and submit to the City for review.
3. Meet with the City of Lakeville to discuss 90% submittal documents.
4. Incorporate City review comments.
5. Provide internal QA (Quality Assurance) review.
6. Finalize plans and specifications for bidding.

Task 3: Bidding Services

1. Post bid docs to Quest CDN. Respond to RFIs and inquiries from Contractors.
2. Prepare addenda as required.
3. Attend pre-construction walk-through with bidders.
4. Attend bid opening. Document bid-results.
5. Prepare bid tabulation and letter of recommendation and submit to the City.

Task 4: Construction Administration

1. Lead the construction kickoff meeting. Assemble / distribute meeting minutes.
2. Review shop drawings.
3. Prepare change orders and proposal requests if needed for construction modifications to meet design intent.
4. Attend one construction site visit to review progress and conformance with plans.
5. Visit the site at completion of project for final review and punch list.
6. Review contractor payment invoices.
7. Review project close out documents and coordinate final close-out.

Assumptions and Clarifications

1. HVAC Controls integration and installation will be by the City of Lakeville under a separate contract.
2. SEH will provide all documentation electronically and has not included any printing costs.
3. SEH will post the bidding documents electronically via Quest CDN.

Project Schedule

Based on the City's budgeting schedule, the following is proposed for the project:

Prepare the bidding documents	May 2026
Provide Opinion of Probable Cost	May 2026
Bid Project	June 2026
Award Contract	June 2026
Contracts Signed	July 2026
Shop Drawings.....	August 2026
Start Construction	August 2026
End Construction (HVAC on-line).....	November 2026

Consultant Staff

Nick Brula P.E (MN).....	Project Manager/Mechanical Engineer
Tyler Duffin	Mechanical Graduate Engineer
Keith Lahde.....	Mechanical CADD Technician
John Carlson P.E (MN)	Electrical Engineer
Nate Smith	Electrical CADD Technician
Joel Rector P.E (MN)	Structural Engineer

Compensation

Task 1 – Boiler Technical Memorandum

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$6,122** for this phase.

Task 2 – Design Services

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$29,009** for this phase.

Task 3 – Bidding Services

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$5,288** for this phase.

Task 4 - Construction Administration

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not- to-Exceed amount of **\$10,903** for this phase.

Reimbursable Expenses

We propose a Not-to-Exceed amount of **\$250**, for reimbursable expenses including travel expenses.

Fee Summary:

\$6,122	Boiler Technical Memorandum
\$29,009	Design Services
\$5,288	Bidding Services
\$10,903	Construction Administration
\$250	Expenses
\$51,572	Total Fee

Project Level of Effort Estimate
 Lakeville Boiler Replacement
 Lakeville Police Station Boiler Replacement
 Lakeville, MN



Lakeville Boiler Replacement	<i>Project Manager - Brula</i>	<i>Mechanical Project Engineer - Duffin</i>	<i>Mechanical CADD Tech - Lahde</i>	<i>Sr. Electrical Engineer - Carlson</i>	<i>Electrical CADD Tech - Smith</i>	<i>Structural Engineer - Rector</i>	<i>Administrative - Koontz</i>	<i>Total</i>
Task 1.1 - Kickoff Meeting and Site Investigation	4	4	0	0	4	4	0	\$3,264
Task 1.2 - Boiler Tech Memo and OPC	2	8	0	0	2	2	0	\$2,436
Task 1.3 - Meet with City to Review Findings	1	1	0	0	0	0	0	\$422
Task 1 Total	7	13	0	0	6	6	0	\$6,122
Task 1.1 - 90% Plans and Specs	6	30	54	6	32	0	8	\$19,686
Task 1.2 - Opinion of Probable Construction Cost	0	2	0	1	0	0	0	\$573
Task 1.3 - Meet with City to Review Plans and OPC	2	2	0	1	0	0	0	\$1,149
Task 1.4 - Incorporate City Comments	0	2	4	0	4	0	0	\$1,348
Task 1.5 - Internal QA/QC	2	0	0	1	0	0	0	\$881
Task 1.6 - Finalize plans and specs	4	8	12	1	8	0	2	\$5,372
Task 2 Total	14	44	70	10	44	0	10	\$29,009
Task 2.1 - Post plans to Quest / Respond to RFIs	2	2	0	0	0	0	4	\$1,225
Task 2.2 - Prepare Addenda	0	2	2	2	2	0	4	\$1,799
Task 2.3 - Pre-bid meeting	2	2	0	0	0	0	0	\$844
Task 2.4 - Bid Opening	2	2	0	0	0	0	0	\$844
Task 2.5 - Bid Tab and Letter of Recommendation	2	0	0	0	0	0	0	\$576
Task 3 Total	8	8	2	2	2	0	8	\$5,288
Task 3.1 - Construction Kickoff and meeting minutes	4	0	0	0	0	0	2	\$1,343
Task 3.2 - Review shop drawings.	2	4	0	2	2	0	0	\$2,016
Task 3.3 - Prepare change orders and proposals	2	4	0	2	4	0	0	\$2,310
Task 3.4 - Mid-construction site visit	0	3	0	0	0	0	0	\$402
Task 3.5 - Final site visit and punch list.	2	2	0	2	2	0	0	\$1,748
Task 3.6 - Contractor pay apps	5	0	0	0	0	0	0	\$1,440
Task 3.7 - Project closeout	2	2	0	2	0	0	2	\$1,645
Task 4 Total	17	15	0	8	8	0	4	\$10,903
Estimated Project Hours	46	80	72	20	60	6	22	306
Estimated Project Labor Cost	\$13,248	\$10,720	\$8,856	\$6,100	\$8,820	\$1,482	\$2,096	\$51,322
Estimated Project Expenses	\$100	\$100	\$0	\$50	\$0	\$0	\$0	\$250
Estimated Project Totals	\$13,348	\$10,820	\$8,856	\$6,150	\$8,820	\$1,482	\$2,096	\$51,572

General Services Agreement

The terms and conditions of this proposal wholly include the contents of the September 20, 2021 General Services Agreement between the City of Lakeville and Short, Elliott, Hendrickson, Inc. Upon approval of this proposal, we will assemble a project amendment to our standard agreement.

Closure

We want to thank you for the opportunity to provide the City of Lakeville with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have. If this proposal is acceptable, please sign and return a copy of this proposal letter, authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Nicholas J. Brula, PE
Project Manager

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

Title: _____

Date: _____

And,

By: _____

Title: _____

Date: _____



February 4, 2026

RE: Lakeville WTP Boiler Replacement
Lakeville Water Treatment Plant
Lakeville, MN
SEH No. LAKEV P-165911

Tom Breeggemann
City of Lakeville
18400 Ipava Avenue
Lakeville MN, 55044

Dear Tom,

The City of Lakeville is proposing to make upgrades to the heating systems serving the Lakeville Water Treatment Plant (WTP) in Lakeville, MN. The upgrades include improvements to the hot water heating system including boiler plant and associated primary and secondary hot water pumping system at the facility. Transmitted herewith is our proposal for professional engineering services for the work of assembling bid documents, bidding assistance, and construction administration services for the project.

Background

The Lakeville WTP is currently equipped with two (2) Weil-McLain model 988 hydronic boilers. The boilers were installed in 1997 and are standard efficiency (non-condensing) with natural gas fired burners. The boilers provide 100% redundant heating capacity to the facility. Primary and secondary pumps are utilized to distribute heated water to coils throughout the building. The pumps are Taco FE series base mounted centrifugal pumps. All HVAC equipment including the boiler plant is controlled via the facility's existing Schneider Electric building automation system (BAS). The City has experienced the following issues with the existing HVAC systems:

- **Boilers:** The existing boilers are past their expected service life and are showing wear and tear. The boilers are non-condensing which limits control options and overall performance. The City has replaced boilers at other facilities with Riello high-efficiency condensing boilers.
- **HVAC Pumps:** Existing hydronic pumps are past their expected service life. Pumps show visible corrosion, wear, and tear.
- **Combustion Air:** Existing boilers are not equipped with separated combustion flue system. Combustion air is drawn from a large combustion air duct system located in the boiler room.
- **HVAC Controls:** The plant is currently equipped with Schneider Electric BAS. New equipment including pumps and boilers will need to be incorporated into the existing Schneider BAS system.

The City would like SEH to provide design services including construction documents, bidding assistance, and construction administration services for upgrades to these systems.

Scope of Services

The following is a scope of services for each phase of the project.

Task 1: Design Services

1. Prepare 90% level plans, and specifications and submit to the City for review. Design to include replacement of existing boilers with two new Riello boilers sized for 100% redundancy along with new HVAC pumps and associated controls.
2. Prepare opinion of probable construction cost and submit to the City for review.
3. Meet with the City of Lakeville to discuss 90% submittal documents.
4. Incorporate City review comments.
5. Provide internal QA (Quality Assurance) review.
6. Finalize plans and specifications for bidding.

Task 2: Bidding Services

1. Post bid docs to Quest CDN. Respond to RFIs and inquiries from Contractors.
2. Prepare addenda as required.
3. Attend pre-construction walk-through with bidders.
4. Attend bid opening. Document bid-results.
5. Prepare bid tabulation and letter of recommendation and submit to the City.

Task 3: Construction Administration

1. Lead the construction kickoff meeting. Assemble / distribute meeting minutes.
2. Review shop drawings.
3. Prepare change orders and proposal requests if needed for construction modifications to meet design intent.
4. Attend one construction site visit to review progress and conformance with plans.
5. Visit the site at completion of project for final review and punch list.
6. Review contractor payment invoices.
7. Review project close out documents and coordinate final close-out.

Assumptions and Clarifications

1. HVAC Controls integration and installation will be by the City of Lakeville under a separate contract.
2. SEH will provide all documentation electronically and has not included any printing costs.
3. SEH will post the bidding documents electronically via Quest CDN.

Project Schedule

Based on the City's budgeting schedule, the following is proposed for the project:

Prepare the bidding documents	May 2026
Provide Opinion of Probable Cost	May 2026
Bid Project	June 2026
Award Contract	June 2026
Contracts Signed	July 2026
Shop Drawings.....	August 2026
Start Construction	August 2026
End Construction (HVAC on-line).....	November 2026

Consultant Staff

Nick Brula P.E (MN).....	Project Manager
Tyler Duffin	Mechanical Graduate Engineer
Keith Lahde.....	Mechanical CADD Technician
John Carlson P.E (MN)	Electrical Engineer
Nate Smith	Electrical CADD Technician

Compensation

Task 1 – Design Services

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$31,083** for this phase.

Task 3 – Bidding Services

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of **\$5,288** for this phase.

Task 4 - Construction Administration

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not- to-Exceed amount of **\$10,903** for this phase.

Reimbursable Expenses

We propose a Not-to-Exceed amount of **\$250**, for reimbursable expenses including travel expenses.

Fee Summary:

\$31,083	Design Services
\$5,288	Bidding Services
\$10,903	Construction Administration
\$250	Expenses
\$47,524	Total Fee

Project Level of Effort Estimate
Lakeville Boiler Replacement
Lakeville Water Treatment Plant Boiler Replacement
Lakeville, MN



Lakeville Boiler Replacement	Project Manager - Brula	Mechanical Project Engineer - Duffin	Mechanical CADD Tech - Lahde	Sr. Electrical Engineer - Carlson	Electrical CADD Tech - Brummell	Administrative - Koontz	Total
Task 1.1 - 90% Plans and Specs	8	32	60	6	32	8	\$21,268
Task 1.2 - Opinion of Probable Construction Cost	0	2	0	1	0	0	\$573
Task 1.3 - Meet with City to Review Plans and OPC	2	2	0	1	0	0	\$1,149
Task 1.4 - Incorporate City Comments	0	2	4	0	4	0	\$1,348
Task 1.5 - Internal QA/QC	2	0	0	1	0	0	\$881
Task 1.6 - Finalize plans and specs	4	8	16	1	8	2	\$5,864
Task 1 Total	16	46	80	10	44	10	\$31,083
Task 2.1 - Post plans to Quest / Respond to RFIs	2	2	0	0	0	4	\$1,225
Task 2.2 - Prepare Addenda	0	2	2	2	2	4	\$1,799
Task 2.3 - Pre-bid meeting	2	2	0	0	0	0	\$844
Task 2.4 - Bid Opening	2	2	0	0	0	0	\$844
Task 2.5 - Bid Tab and Letter of Recommendation	2	0	0	0	0	0	\$576
Task 2 Total	8	8	2	2	2	8	\$5,288
Task 3.1 - Construction Kickoff and meeting minutes	4	0	0	0	0	2	\$1,343
Task 3.2 - Review shop drawings.	2	4	0	2	2	0	\$2,016
Task 3.3 - Prepare change orders and proposals	2	4	0	2	4	0	\$2,310
Task 3.4 - Mid-construction site visit	0	3	0	0	0	0	\$402
Task 3.5 - Final site visit and punch list.	2	2	0	2	2	0	\$1,748
Task 3.6 - Contractor pay apps	5	0	0	0	0	0	\$1,440
Task 3.7 - Project closeout	2	2	0	2	0	2	\$1,645
Task 4 Total	17	15	0	8	8	4	\$10,903
Estimated Project Hours	41	69	82	20	54	22	288
Estimated Project Labor Cost	\$11,808	\$9,246	\$10,086	\$6,100	\$7,938	\$2,096	\$47,274
Estimated Project Expenses	\$100	\$100	\$0	\$50	\$0	\$0	\$250
Estimated Project Totals	\$11,908	\$9,346	\$10,086	\$6,150	\$7,938	\$2,096	\$47,524

General Services Agreement

The terms and conditions of this proposal wholly include the contents of the September 20, 2021 General Services Agreement between the City of Lakeville and Short, Elliott, Hendrickson, Inc. Upon approval of this proposal, we will assemble a project amendment to our standard agreement.

Closure

We want to thank you for the opportunity to provide the City of Lakeville with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have. If this proposal is acceptable, please sign and return a copy of this proposal letter, authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Nicholas J. Brula, PE
Project Manager

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

Title: _____

Date: _____

And,

By: _____

Title: _____

Date: _____



Date: 2/17/2026

Keokuk Property Real Estate Brokerage Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with North Star Commercial Real Estate Advisors for real estate brokerage services to sell 1.83 acres of city-owned property located directly north of the Keokuk Liquor Store.

Overview

Earlier this year, the city requested proposals for brokerage services for the sale of 1.83 acres of city-owned commercial property. The city received and reviewed three proposals in response to the RFP. The city council directed staff to move forward with a one-year contract with North Star Commercial Real Estate Advisors. The attached contract has been reviewed by the city attorney and staff recommends approval as presented.

Supporting Information

1. North Star Commercial Real Estate Services Contract

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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EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL OR LEASE

(eXp Commercial®)

This agreement ("**Agreement**") is designed to allow a seller or landlord to engage a qualified, licensed professional for the purpose of obtaining listing and marketing services, and receiving contract negotiation and advocacy services, throughout the entire real estate listing and sale or leasing process for the real property described below ("**Property**"). The undersigned seller or landlord ("**Seller/Landlord**") grants the undersigned brokerage firm ("**Broker**") the exclusive right to lease or sell the Property for the Term.

1. **PROPERTY.** The Property to be sold or leased under this Agreement is as follows:

Street Address: 20830 Keokuk Ave

City, County, State, Zip Code: Lakeville, Dakota, MN 55044

Identification (for ex: Legal Description, Tax ID # or Parcel # or Lot, Block): _____

22-44340-01-033

2. **LENGTH AND TYPE OF AGREEMENT.** This Agreement shall begin on 02/04/2026, and will automatically end on 2/28/2027 (at 11:59 p.m., in the Property's time-zone) or upon the closing or termination of any then-pending transaction involving the Property, whichever is later ("**Term**"). The Property will be listed (*check all that apply*): ☒ For Sale; and/or ☐ For Lease

3. **AGENCY DISCLOSURE.** The agency relationship between Seller/Landlord and Broker determines how Broker will work on Seller's/Landlord's behalf. Broker's agency relationship with Seller/Landlord is disclosed and documented in a separate disclosure/form.

4. **LISTING PRICE/LEASE RATE.** The listing price/lease rate ("**Listing Price/Lease Rate**") shall be \$ 1,120,000. Any adjustment to the Listing Price/Lease Rate shall be agreed upon in writing between Seller/Landlord and Broker.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller/Landlord and Broker.

5. **LISTING BROKER COMPENSATION.** Broker will earn compensation ("**Listing Broker Compensation**") when a sale or lease of the Property has been completed, regardless of who has found the buyer or tenant ("**Buyer/Tenant**"). Listing Broker Compensation shall be paid by Seller/Landlord, in U.S. funds, at the time of, and as a condition of, sale completion, or upon mutual execution and delivery of a lease agreement (or as otherwise negotiated between the parties per the attached addendum). This Agreement shall serve as escrow instructions. Listing Broker Compensation is (*check all that apply*):

<u>For Sale:</u>	<u>For Lease:</u>
☐ Exactly \$ _____; or	☐ Exactly \$ _____; or
☒ <u>3</u> % of the gross purchase price of the Property, as reflected on the final settlement statement; or	☐ _____ % of the gross rental amount over the initial term, as reflected in the signed lease agreement; or
☐ Other: _____	☐ Other: _____

Unrepresented Buyer/Tenant. If Buyer/Tenant is not represented by a broker ("**Buyer's/Tenant's Broker**"), then Broker (eXp) assumes additional liability and paperwork responsibilities. In this scenario, Broker (eXp) will not represent Buyer/Tenant, but will facilitate the completion of necessary forms and ensure fair treatment of all parties. In this situation, the Listing Broker Compensation shall be: (i) for a sale, exactly \$ _____; or 1 % of the gross purchase price of the Property, as reflected on the final settlement statement, and/or (ii) for a lease, exactly \$ _____; or _____ % of the gross rental amount over the initial term, as reflected in the signed lease agreement.

Buyer/Tenant Prospect List. If, within fifteen (15) days after expiration or early cancellation of this Agreement, Broker submits to Seller/Landlord a written list of prospective Buyer's/Tenant's who viewed the Property during the Term, and any prospective Buyer's/Tenant's on that written list go under contract to purchase or lease the Property within _____ (180) days after the Term, then Broker will earn and receive Listing Broker Compensation from Seller/Landlord in accordance with Section 5. Further, if negotiations with any prospective Buyer's/Tenant's on that written list are ongoing at the end of this period, Seller/Landlord agrees that this period will be extended for so long as negotiations are continuing.

Exclusive Authorization. Seller/Landlord understands that having multiple exclusive real estate listing agreements at the same time may lead to Seller/Landlord having to pay additional fees. Thus, Seller/Landlord confirms it is not party to any active, exclusive real estate listing agreement besides this one.

Notice: Broker (eXp) does not share commissions with a Buyer's/Tenant's Broker. Compensation to Buyer's/Tenant's Broker is not required by law.

6. **BUYER/TENANT BROKER COMPENSATION.** Seller/Landlord may, at its discretion, offer compensation to a Buyer's/Tenant's Broker ("**Buyer/Tenant Broker Compensation**"). By completing any boxes below, Seller/Landlord is choosing to offer Buyer/Tenant Broker Compensation, and authorizes Broker (eXp) to disclose the Buyer/Tenant Broker Compensation being offered by Seller/Landlord (as specified in Section 6). Buyer/Tenant Broker Compensation is (*check all that apply*):

<u>For Sale:</u> ☐ Exactly \$ _____; or ☐ _____ % of the gross purchase price of the Property, as reflected on the final settlement statement; or ☒ Other: <u>Buyer Broker compensation may be addressed as part of the LOI and/or Purchase Agreement</u>	<u>For Lease:</u> ☐ Exactly \$ _____; or ☐ _____ % of the gross rental amount over the initial term, as reflected in the signed lease agreement; or ☐ Other: _____
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Buyer/Tenant Broker Compensation Payment. Seller/Landlord acknowledges that Buyer/Tenant Broker Compensation, if any, shall be paid by Seller/Landlord (and not Broker) according to the terms of a separate written agreement between Seller/Landlord and Buyer's/Tenant's Broker.

7. **SELLER/LANDLORD CONCESSIONS.** Buyer/Tenant may request a concession from Seller/Landlord ("**Seller/Landlord Concession**") in the form of a credit, to be given to Buyer/Tenant at close of escrow or as part of a lease agreement. This Seller/Landlord Concession may be used to reduce Buyer/Tenant loan or lease costs, title and escrow fees, Buyer's/Tenant's Broker fee, Property repair costs, or any other allowable Buyer/Tenant costs and fees. The final amount of the Seller/Landlord Concession must be determined in writing, whether in the purchase contract, lease agreement, or other applicable documentation. All Seller/Landlord Concessions are negotiable.

8. **AUTHORIZATION TO PROMOTE.** Seller/Landlord authorizes and instructs Broker to advertise and promote the Property as follows (*check all that apply*):

- ☒ On eXp Access (<https://access.exprealty.com/>), Broker's global listing network.
- ☒ On those listing services platforms serving that geographic area in which the Property is situated (provided that Broker's undersigned advisor is a subscribing member).
- ☒ Through placement of a "For Sale", "For Lease" or "Available" sign and customary sign riders on the Property.
- ☒ Through placement of photos/video and virtual tours of the Property on the internet and in other electronic and online media platforms. (Once images are uploaded to the internet, Broker no longer has control over how they are used or the length of time they remain accessible to the public.)

Broker ☒ **is** ☐ **is not** authorized to disclose the existence of offers (including sale or lease price, and/or terms and conditions of sale or lease) to third parties.

9. PROPERTY SHOWINGS AND ACCESS.

- (a) Seller/Landlord ☒ **authorizes** ☐ **does not authorize**, the installation of a lockbox/keysafe on the Property, which will contain a key for others to access the interior of the Property.
- (b) Seller/Landlord will safeguard valuables.
- (c) Seller/Landlord accepts responsibility for preparing the Property to minimize the likelihood of injury, damage, and/or loss of personal property.
- (d) Seller/Landlord shall provide access to the Property at reasonable times and upon reasonable notice to allow for showing the Property to prospective Buyer's/Tenant's and their brokers.

10. BROKER SERVICES. Broker agrees to perform, advise, and take action as follows:

- (a) exercise reasonable care, skill, and due diligence to achieve the purpose of this Agreement;
- (b) provide comparative market analysis to recommend and assist Seller/Landlord in determining an appropriate Listing Price/Lease Rate and any changes to the Listing Price/Lease Rate;
- (c) create and execute a marketing plan to promote, advertise, and market the Property to prospective Buyer's/Tenant's;
- (d) coordinate and facilitate showings and scheduled viewing events based on instructions provided by the Seller/Landlord;
- (e) represent Seller/Landlord in negotiations with potential Buyer's/Tenant's to obtain offers to purchase or lease the Property on terms acceptable to Seller/Landlord;
- (f) handle all necessary paperwork, coordinate inspections, and communications to ensure compliance with legal and contractual requirements; and
- (g) provide regular updates to Seller/Landlord regarding marketing efforts, interest or feedback from prospective Buyer's/Tenant's, market condition changes, and the sale or lease process.

11. SELLER/LANDLORD COMMITMENT. Seller/Landlord understands and commits to perform as follows:

- (a) Seller/Landlord possesses, and shall continue to possess, full legal authority to sell or lease the Property, and to execute documents concerning the Property sale or lease;
- (b) provide all documentation reasonably requested by Broker to confirm Seller's/Landlord's ability to perform under this Agreement;
- (c) provide timely disclosure of Property conditions, including immediate disclosure to Broker of any known hidden defects concerning the Property and its surroundings;
- (d) cooperate with Broker in the sale or lease process, and act in good faith to accomplish the sale or lease of the Property;
- (e) maintain the Property's condition;
- (f) inform broker of any past due mortgage loan payments, tax payments, insurance payments, association dues, and utility payments;
- (g) inform Broker prior to leasing, mortgaging, or encumbering the Property;
- (h) in a way that demonstrates that Broker is not responsible for custody or condition of the Property or for its management; and
- (i) Seller/Landlord, in its discretion, shall consult with its own advisors for specific legal, financial, tax and other professional advice.

12. FIXTURES; INCLUDED/EXCLUDED ITEMS. Unless specifically excluded, all fixtures and built-in furniture will be included in the sale or lease. All fixtures and built-in furniture rented by Seller/Landlord must be listed as an excluded item. Please specify all items that will be excluded from the sale or lease, if any:

Excluded items: _____

- 13. RECORDINGS AT THE PROPERTY.** If Seller/Landlord has an audio/video recording system at the Property, Seller/Landlord understands that recording and transmitting of audio or video may result in a violation of state and/or federal laws. Seller/Landlord is advised to post a conspicuous notice on the Property regarding the existence of such devices in the Property. Seller/Landlord acknowledges that prospective Buyer's/Tenant's may photograph or video the interior of the Property. Therefore, Seller/Landlord should remove any items of a personal nature that Seller/Landlord does not want photographed, recorded, or transmitted, including photos, paperwork, and other personally identifiable information.
- 14. CANCELLATION.** This Agreement may be canceled prior to the end of the Term, upon mutual written agreement between Seller/Landlord and Broker.
- 15. BINDING EFFECT.** Seller's/Landlord's obligation to pay Listing Broker Compensation (according to the terms of Section 5), and if applicable, Buyer/Tenant Broker Compensation (according to the terms of Section 6), is binding upon Seller/Landlord, its estate, and its heirs, beneficiaries, legatees, successors and permitted assigns.
- 16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. If a provision of this Agreement is found to be invalid, the remaining provisions shall not be affected and remain in effect.
- 17. EQUAL HOUSING OPPORTUNITY.** The Property is offered in compliance with federal, state, and local fair housing laws.
- 18. FIRPTA.** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller/Landlord is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. If applicable, Seller/Landlord agrees to comply with all state and federal regulations regarding the FIRPTA. Seller/Landlord is responsible for obtaining independent legal and tax advice.
- 19. POTENTIALLY COMPETING SELLERS/LANDLORDS AND BUYERS/TENANTS.** Broker may represent or take listings on similar property types to the Property. Broker may also represent Buyer's/Tenant's looking for a property similar to Seller's/Landlord's Property. The client will always make the determination of which property is best for them to purchase.
- 20. ELECTRONIC SIGNATURES.** This Agreement may be signed by electronic means, and any electronic signing on this Agreement shall have the same force and effect as if signed by original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 21. ASSIGNMENT.** Neither Seller/Landlord nor Broker may assign any rights or obligations under this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 22. CYBER PROTECTION.** As a seller involved in a real estate transaction where money is changing hands, Seller/Landlord may be a potential target for cyber-criminals. Seller/Landlord is advised to always contact the closing attorney or escrow company directly before wiring any money.
- 23. ADDITIONAL TERMS AND CONDITIONS.** (Reserved for additional terms as agreed upon)
- _____
- _____
- _____
- _____
- _____
- 24. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between parties, and replaces any prior written or oral agreements between them. This Agreement may only be modified in a writing signed by Seller/Landlord and Broker.

SIGNATURE PAGE
TO
EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL OR LEASE

BY SIGNING BELOW, Seller/Landlord and Broker agree to the terms set forth in this Agreement.

Seller/Landlord 1:	Luke Hellier	02/17/2026
	(Signature)	(Typed/Print Name)
	Mayor, City of Lakeville	lhellier@lakevillemn.gov
	(Title)	(E-mail/Phone)
Seller/Landlord 2:	Taylor Snider	
	(Signature)	(Typed/Print Name)
	Deputy City Clerk	tsnider@lakevillemn.gov
	(Title)	(E-mail/Phone)
Seller/Landlord 3:		
	(Signature)	(Typed/Print Name)
	(Title)	(E-mail/Phone)
Seller/Landlord 4:		
	(Signature)	(Typed/Print Name)
	(Title)	(E-mail/Phone)
Broker:	eXp Commercial	02/04/2026
	(Firm Name)	(Date)
	 Scott Naasz	Scott Naasz
	(Broker/Advisor's Signature)	(Broker/Advisor's Typed/Printed Name)
	612-819-8285	40922534
	(Broker/Advisor's Telephone)	(Advisor's License No.)
	scott@northstarexperts.com	
	(Broker/Advisor's E-mail)	(Broker License No.)

(Colorado Only) This form has not been approved by the Colorado Real Estate Commission and is not for use in Colorado.

(Wisconsin Only) This form has been drafted by Broker.

WIRING FRAUD ADVISORY NOTICE

Cybercrime is a potential threat in real estate and business brokerage transactions. Instances have occurred where criminals hack into the email accounts of real estate and business brokerage transaction service providers (such as, for example, law firms, escrow companies, and financial institutions), and from these email accounts, criminals proceed to send emails containing fraudulent wiring instructions to innocent parties. These fraudulent wiring instructions direct innocent parties to deliver funds to the criminals' bank accounts (often to off-shore accounts), rather than to the legitimate bank accounts belonging to the respective service provider. Once innocent parties release their funds to the criminals' bank accounts, there is little chance that such funds will ever be recovered.

Some criminals have even established fraudulent telephone numbers, intended to be called by innocent parties if they attempt to seek verbal confirmation that the fraudulent wiring instructions are accurate. In such cases, innocent parties call the telephone number (mistakenly believing that they are calling the respective service provider), the call is then answered by the criminals, and then the criminals provide confirmation that the fraudulent wiring instructions are in fact accurate. The innocent parties, wrongly believing that they just spoke to, and received confirmation from, the respective service provider, then authorize a transfer of their funds into the criminals' bank accounts under the false impression that they are transferring their funds to the respective service provider. Don't let this be you!

EXP WILL NEVER SEND WIRING INSTRUCTIONS TO YOU REGARDING YOUR TRANSACTION

Be advised of the following:

1. You should obtain the telephone numbers of your service providers at the time that you first engage them.
2. You should never wire funds to your service providers without first calling them (at the telephone number that you originally obtained from them), and having them confirm that the wiring instructions you received from them are accurate (including the account number, routing number, and any other codes).
3. You should avoid sending personally identifiable information (such as social security numbers, social insurance numbers, dates of birth, etc...) in emails or text messages. It is best to provide such information in person or over the telephone directly to your intended service provider.
4. You should take steps to secure any electronic systems you are using. For example, ensure that your email account and WiFi service each contain strong passwords, and that you are opting-in to use two-step verification processes, where available.
5. If an email, telephone call, or other communication seems suspicious, follow your instincts and do not authorize the release of any funds without first independently confirming that the communication is legitimate. Additional information concerning how to protect yourself from and against wiring fraud may be obtained from the following sources, among others:
 - U.S. Department of Justice (Criminal Division): <https://www.justice.gov/criminal/criminal-fraud/report-fraud>
 - Federal Bureau of Investigation: <https://www.fbi.gov/investigate/white-collar-crime> & <https://www.fbi.gov/investigate/cyber>
 - The National White-Collar Crime Center: <https://www.nw3c.org/UI/Index.html>
 - On Guard Online: www.onguardonline.gov

Received, reviewed, and understood by each of the undersigned:

_____	<u>Luke Hellier, Mayor</u>	<u>02/17/2026</u>
		Date
_____	<u>Taylor Snider, Dep. City Clerk</u>	<u>02/17/2026</u>
		Date

(For Colorado Residents Only): This form has not been approved by the Colorado Real Estate Commission.

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____ 02/17/2026 _____ 02/17/2026
(Signature) Luke Hellier, Mayor (Date) (Signature) Taylor Snider, Dep. City Clerk (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, they must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any information
21. disclosed to them, except confidential information acquired in a facilitator relationship (see paragraph IV on page
22. two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the
23. broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if they are being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, they
31. must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to them,
32. except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about them. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
60. Broker (see paragraph II on page one (1)).

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61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
62. one to four families as their residence.
63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:
64. Loyalty - broker/salesperson will act only in client(s)' best interest.
65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
67. which might reasonably affect the client(s)' use and enjoyment of the property.
68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
69. information (such as disclosure of material facts to Buyers).
70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
75. purchase/lease properties listed by the broker.

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76. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
77. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
78. obtained by contacting the local law enforcement offices in the community where the property is located,
79. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
80. <https://coms.doc.state.mn.us/publicregistrantsearch>

MN:AGCYDISC-2 (8/25)



FACILITATOR SERVICES AGREEMENT: SELLER

This form is approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date 02/04/2026

2. Page 1 of 6 pages

3. **DEFINITIONS:** This Agreement involves the property located at 20830 Keokuk Ave,
4. City of Lakeville,
5. County of Dakota, State of Minnesota, Zip Code 55044,
6. legally described as 22-44340-01-033 ("Property").
7. Seller is Justin Miller ("Seller").
(e.g., individual(s), estate, trust, corporation, etc.)
8. Broker is eXp Realty ("Broker").
(Real Estate Company Name)
9. This Agreement starts on 02/04/2026, and ends at 11:59 P.M. on
10. 2/28/2027. This Agreement terminates upon successful closing of the
11. Property(ies) specified in this Agreement or expiration or cancellation of this Agreement, whichever occurs first.
12. This Agreement may only be canceled by written mutual agreement of the parties.
13. **PRICE:** Seller offers the Property for sale for the price of \$ 1,120,000, upon the following
14. terms: _____
15. **LISTING:** Seller gives Broker the ☐ **EXCLUSIVE** ☒ **NONEXCLUSIVE** right to provide the services specified below.
------(Check one.)-----
16. **BROKER'S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller's agent and owes Seller
17. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
18. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
19. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
20. efforts and professional knowledge and skills to assist Seller in selling the Property. Broker shall comply with Minnesota law
21. regarding escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
22. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could
23. adversely and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any intended use of
24. the Property.
25. Broker shall, unless prohibited by governing authority,: (Check all that apply.)
26. ☒ list the Property in the Multiple Listing Service ("MLS").
27. ☐ assist in showing the Property to prospective buyers.
28. ☐ place a lock box with keys on the Property.
29. ☐ display a "For Sale" sign on the Property.
30. ☐ assist in the preparation of the *Purchase Agreement*.
31. ☐ provide Seller with information about other service providers related to the real estate transaction (e.g., real
32. estate closers).
33. ☐ assist the parties in completing the transaction.
34. ☐ provide the following additional services:
35. _____
36. Seller shall grant Broker access to the Property and Seller authorizes Broker to market the Property, including submission
37. of data to an MLS. Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
38. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
39. the following MLS Data Feed Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to
40. withdraw the Property from the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS®
41. of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of
42. REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

43. Page 2

44. Property located at 20830 Keokuk Ave Lakeville, Dakota, MN 55044

45. **MLS DATA FEED OPTIONS:**

46. **EXPLANATIONS AND DEFINITIONS:**

47. **“IDX site”** means a website operated by a broker participating in the MLS on which the broker can advertise the
48. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
49. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

50. **“Virtual office website” (“VOW”)** means a website operated by a broker participating in the MLS that delivers
51. brokerage services to consumers over the worldwide web. Visitors to a VOW are required to register on the site (with
52. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
53. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the
54. broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS’s VOW
55. policy. The MLS imposes various other rules and restrictions on VOWs.

56. For each of the following options, the MLS system automatically defaults to “Yes.” Seller’s instructions pertaining to
57. the Internet display of the MLS input data for the Property are as follows:

58. **Option 1. Listing display on the Internet.** If Seller selects “No,” this listing will not be included in MLS data feeds
59. to Internet websites that display property listing data, whether intended for advertising the Property or
60. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
61. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

62. Shall the Property listing be displayed on the Internet, including sold information? ☒ Yes ☐ No

63. Seller understands and acknowledges that if Seller has selected “No” for Option 1, consumers who
64. conduct searches for listings on the Internet will not see information about the Property in response to
65. their searches.

66. **If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.**

67. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
68. “No,” the address of the Property will be hidden on web sites receiving data feeds from MLS that result
69. in Internet listing display, whether intended for advertising the Property or providing online brokerage
70. services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients
71. via other means, including e-mail, fax, mail, hand delivery, and orally.

72. Shall the listing address (house and unit numbers and street name) be displayed
73. on the Internet? ☒ Yes ☐ No

74. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
75. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
76. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based
77. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
78. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
79. factors in valuing a property. Seller, by selecting “No,” may prohibit display of an automated valuation of
80. their listing adjacent to the listing.

81. Shall an automatic valuation of the Property listing or a link to an automated
82. valuation be displayed adjacent to the listing? ☐ Yes ☒ No

83. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
84. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
85. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
86. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing
87. on their VOW or IDX site may add commentary representing their professional judgment regarding the
88. listing’s value, etc.

89. Shall comments or reviews of the Property by persons other than the displaying
90. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☒ No

**FACILITATOR SERVICES AGREEMENT:
SELLER**

91. Page 3

92. Property located at 20830 Keokuk Ave Lakeville, Dakota, MN 55044.
93. **LISTED FOR LEASE:** The Property ☐ IS ☒ **IS NOT** currently listed for lease. If **IS**, the listing broker is
------(Check one.)-----
94. eXp Commercial. If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during
------(Check one.)-----
95. the term of this Agreement with another broker.
96. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
97. Property upon terms acceptable to both parties.
98. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller
99. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender
100. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,
101. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title
102. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to
103. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
104. Access to the Property: To facilitate the showing and sale of the Property, Seller authorizes Broker to:
105. 1. access the Property;
106. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
107. professionals to access the Property at reasonable times and upon reasonable notice; and
108. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
109. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with or
110. without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property,
111. and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to commit no
112. act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller,
113. Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with
114. proper notice in advance of any Property showing. Seller understands that prospective buyers and others authorized to
115. access the Property may record the Property by photograph, video, or other medium while accessing the Property.
116. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception
117. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
118. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
119. oral communications between persons other than Seller.
120. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
121. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, worldwide, transferable,
122. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
123. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
124. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
125. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
126. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
127. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
128. **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**
129. **TOTAL BROKER'S COMPENSATION:**
130. Seller agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Agreement,
131. which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction
132. of any obligation to compensate Broker.
133. Seller shall pay Broker, as Broker's total compensation, 0 percent (%) of the selling price or
134. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term of this
135. Agreement.
136. If Seller agrees to pay buyer broker's compensation directly to buyer broker, then Seller's obligation to pay Broker's
137. compensation as specified on lines 133–135 shall be reduced by the amount paid up to 0 % or
138. \$ _____ of the selling price.
139. Other _____

**FACILITATOR SERVICES AGREEMENT:
SELLER**

140. Page 4

141. Property located at 20830 Keokuk Ave Lakeville, Dakota, MN 55044.
142. **COOPERATING BROKER COMPENSATION:** Of the total Broker's compensation, Broker ☒ **SHALL** ☐ **SHALL NOT** offer
------(Check one.)-----
143. compensation to cooperating brokers. If **SHALL**, the compensation to cooperating brokers shall be as follows:
144. ☐ _____ % of the selling price or \$ _____, whichever is greater, to cooperating brokers
145. representing buyer.
146. ☐ _____ % of the selling price or \$ _____, whichever is greater, to cooperating brokers
147. assisting buyer.
148. ☒ Other: Buyer/Tenant Broker compensation may be addressed as part of the LOI and/or Purchase Agreement
- 149.
150. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Agreement, Seller sells or agrees to
151. sell the Property to anyone who:
152. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker
153. about the inquiry; or
154. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or
155. by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name
156. and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;
157. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
158. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing
159. contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under
160. which Seller is obligated to compensate another licensed real estate broker.
161. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of
162. the Property in an amount equal to the compensation due to Broker under this Agreement.
163. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
164. effectively reduce the proceeds from the sale.
165. **CLOSING SERVICES:**
166. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT
167. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
168. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
169. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
170. understands that no one can require Seller to use a particular person in connection with a real estate closing and
171. that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
172. Seller's choice for closing services: (*Check one.*)
173. ☐ Seller directs Broker to arrange for a qualified closing agent to conduct the closing.
174. ☒ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
175. _____
(Seller's Initials) (Seller's Initials)
176. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
177. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
178. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable
179. exceptions from FIRPTA withholding.
180. Seller represents and warrants that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual,
------(Check one.)-----
181. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
182. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
183. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
184. **or whether the withholding requirements of FIRPTA apply.**

**FACILITATOR SERVICES AGREEMENT:
SELLER**

185. Page 5

186. Property located at [20830 Keokuk Ave](#) [Lakeville, Dakota, MN 55044](#).
187. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
188. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.
189. **NOTICE:** **IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A**
190. **SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR**
191. **BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION**
192. **CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.**
193. **A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER**
194. **WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**
195. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
196. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration
197. of this Agreement.
198. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency
199. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting
200. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
201. motivation for buying confidential, if known.
202. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
203. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
204. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
205. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
206. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the
207. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.
208. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,
209. or privileges of sale, to any person due to race, color, creed, religion, national origin, sex, marital status, status
210. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
211. understands further that local ordinances may include other protected classes.
212. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
213. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller
214. agrees to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this
215. Agreement.
216. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
217. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A
218. copy of this document shall be as valid as the original.
219. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the
220. entire agreement between Seller and Broker. Any other written or oral communication between Seller and Broker,
221. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.
222. This Agreement can be modified or canceled only in writing signed by Seller and Broker or by operation of law. All
223. monetary sums are deemed to be United States currency for purposes of this Agreement.
224. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
225. this transaction constitute valid, binding signatures.
226. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
227. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

228. Page 6

229. Property located at 20830 Keokuk Ave Lakeville, Dakota, MN 55044

230. **OTHER:** _____

231. _____

232. _____

233. BROKER

SELLER

234. **ACCEPTED BY:** eXp Realty

ACCEPTED BY: _____

Signed on Click By: (Real Estate Company Name)

(Seller's Signature)

235. By: Bonnie Nguyen

Luke M. Hellier, Mayor

(Licensee's Signature)

(Seller's Printed Name)

236. Bonnie Nguyen

02/17/2026

(Licensee's Printed Name)

(Date)

237. 02/04/2026

(Date)

n/a

(Marital Status)

238. 5851 Cedar Lake Road #500

(Address)

20195 Holyoke Avenue

(Address)

239. St. Louis Park, MN 55416

(City/State/Zip)

Lakeville, MN 55044

(City/State/Zip)

240. 612-532-7445

(Phone)

952-985-4403

(Phone)

241. bonnie@northstarexperts.com

(E-Mail Address)

lhellier@lakevillemn.gov

(E-Mail Address)

242.

SELLER

243.

ATTESTED BY: _____

(Signature)

244.

Taylor Snider, Deputy City Clerk

(Printed Name)

245.

02/17/2026

(Date)

246.

n/a

(Marital Status)

247.

20195 Holyoke Avenue

(Address)

248.

Lakeville, MN 55044

(City/State/Zip)

249.

952-985-4403

(Phone)

250.

tsnider@lakevillemn.gov

(E-Mail Address)

251.

252.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL**

Certification to Withhold Property Listing from NorthstarMLS™



If the listing is being withheld from the Multiple Listing Service, this signed form must be uploaded in Add/Edit by the listing office within two business days of the contract start date. Contact the NorthstarMLS Help Desk with any questions at 651-251-5456, 877-251-5455, or help@northstarmls.com

Informed Consent: The undersigned as owners of the property at:

20830 Keokuk Ave

Lakeville, Dakota, MN 55044

Address

City

Zip

have listed it for sale with Bonnie Nguyen | eXp Realty

Name of MLS Participant (Agent/Broker) (Please Print)

Contract Date _____

Contract Expiration Date 2/28/2027

County Dakota

PID# 22-44340-01-033

Property Type: ☐ Single Family ☐ Multi-Family ☐ Farm ☐ Lots & Land ☒ Commercial/Mixed Use

In 2022, over 87,000 properties sold through the NorthstarMLS database. Withholding your property from the Multiple Listing Service (MLS):

- Prevents your property from being exposed to the broadest market of over 22,000 agents and their buyers.
- Eliminates the ongoing advertising benefit of having your property available 24/7 to all potential buyers regardless of when they may start looking.
- Limits marketing to agents affiliated with your listing broker and limits public advertising of the property.
- Keeps your property off public web sites where buyers search for properties.

This form acknowledges that the listing agent has fully explained the benefits of placing your property for sale on the MLS. The undersigned are aware that they are entitled to have their property entered on the MLS, and that their property can be withheld from the MLS only at their written request. The undersigned affirm that they have not been induced in any manner by the above-named MLS Participant to withhold their property from the MLS. By signing this form, the undersigned acknowledge having read and understood the foregoing.

The undersigned request that the property identified above be withheld from the Multiple Listing Service. Upon sale of this property, the undersigned authorizes the listing broker to disseminate sales information to members of the MLS.

Dated _____ Owner signature: _____

Dated _____ Owner signature: _____

The undersigned Participant of the MLS hereby acknowledges that the above owners of property have listed with the undersigned; that they have been advised by the undersigned of the benefits of the MLS; and that the undersigned has not acted in any manner to induce them to withhold their property from the MLS.

Dated: 02/04/2026

By Bonnie Nguyen
Agent or Broker Signature

Office ID # 25792

Office Name: eXp Realty

Agent ID # 506006217

Address: 5851 Cedar Lake Rd #500, St. Louis Park, MN 55416

Phone: 612-532-7445



NorthstarMLS

COMMERCIAL / MIXED-USE LISTING INPUT FORM

Disclosures

By signing the authorization section below, the Seller acknowledges the following disclosures:

1. The Seller's real estate broker (the Broker) is a participant in the Regional Multiple Listing Service of Minnesota, Inc. (RMLS).
2. The Seller has authorized the Broker to give the information on this form about the Seller's property to RMLS.
3. All data submitted to RMLS becomes the sole property of RMLS.
4. RMLS assumes no responsibility or liability to the Seller for errors or omissions on this form or in the RMLS computer system.
5. The Broker is required to promptly provide information to RMLS about any change in status or price of the Seller's listing.
6. If the Seller's property is sold, the Broker must report to RMLS the price and terms of the sale.
7. Neither the Seller nor any prospective buyer of the property can alter the Broker's responsibility to report all such data to RMLS by agreement among them.
8. RMLS shall retain and make available all such data and photographs to all its participants (real estate brokers, appraisers, and affiliated professionals) for an indefinite period.
9. Under no circumstances will RMLS permit data about the Seller's listing to be deleted from RMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
10. The Broker's use of RMLS's systems is subject to the duties imposed on the Broker by the rules and regulations of RMLS and by the Code of Ethics of the National Association of REALTORS®.
11. At the request of the Broker, unless the field called Advertising Selection is marked "NO", RMLS will electronically transmit information about the Seller's property to Internet web sites to aid in marketing the property for sale.
12. At the request of the Broker, unless the field called Display Address is marked "NO", RMLS will include the address of the Seller's property in transmissions of data to web sites.

Authorization: I have read and understood the disclosures above.

I certify that the information contained on this form is accurate to the best of my knowledge.

100 The Listing Contract Starts* 02/17/2026	101 and ends at 11:59 P.M. on* 2/28/2027
102 Owner (Signature)* Luke Hellier, Mayor	103 Owner (type or print)* City of Lakeville
104 Owner (Signature)* Taylor Snider, Dep. City Clerk	105 Owner (type or print)*
106 Real Estate Company* eXp Realty	107 By (Agent Signature)* Signed on Click by: Bonnie Nguyen CLHHKM6jqXc2JOM...



Date: 2/17/2026

Conditional Use Permit - CA Commercial Development

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a convenience restaurant with a drive-through

Overview

Representatives of CA Commercial Development have submitted an application for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons PUD. The property is currently platted as Outlot A, Heritage Commons 9th Addition, located north of 202nd Street (CSAH 50), south of Heritage Drive, and east of Idealic Avenue.

The project includes a 4,750 square foot building designed for two convenience restaurant tenants, one of which would have a drive-through service window. The property is 1.29 acres in size and is currently an outlot. Final plat approval is required before construction of the building can take place. The subject property is zoned PUD, Planned Unit Development, with the underlying zoning of C-3, General Commercial District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit. The plans have been reviewed by Community Development Department and Engineering Division staff.

The Planning Commission held a public hearing at its regular meeting on December 18, 2025. The applicant was present and there was no public comment. The Planning Commission unanimously recommended approval of the request subject to 11 stipulations.

Supporting Information

1. Conditional Use Permit Form and FOF
2. Planning Commission Minutes
3. Staff Memos
4. Exhibits

Financial Impact: \$ 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 CA Commercial Development to allow a convenience restaurant with a drive-through for property zoned PUD, Planned Unit Development located north of 202nd Street (CSAH 50), south of Heritage Drive, and east of Idealic Avenue.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Outlot A, Heritage Commons 9th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a) Outlot A, Heritage Commons 9th Addition must be platted into a lot and block prior to development of the parcel.
 - b) Implementation of the recommendations listed in the December 4, 2025 planning and engineering reports.
 - c) The site shall be developed according to the plans approved by the City Council.
 - d) Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the subject parcel.
 - e) An agreement for shared driveway access shall be established between Lots 1 and 2, Block 1, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) prior to the release of the final plat.
 - f) The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.

- g) Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
 - h) The City Forester has reviewed and approved the landscape plan dated December 11, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
 - i) The Developer must provide a security with the final plat to guarantee installation of the landscaping.
 - j) Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
 - k) Snow storage shall not occur within required parking spaces.
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 17, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deput City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 17th day of **February, 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy 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**

CA COMMERCIAL DEVELOPMENT CONDITIONAL USE PERMIT

FINDINGS OF FACT DECISION

On December 18, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application by CA Commercial Development for a conditional use permit to allow the construction of a convenience restaurant with a drive-through service window on property zoned Planned Unit Development. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 4, which guides the property for Commercial.
2. The subject site is zoned PUD, Planned Unit Development.
3. Legal description of the property is:

Outlot A, Heritage Commons 9th Addition, Dakota County, Minnesota

4. Chapter 4 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 convenience restaurant use is consistent with the guided commercial use of the property.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed convenience restaurants will be compatible with the existing 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: Provided compliance with the stipulations of the conditional use permit and PUD ordinance, the proposed use will conform to all other performance standards contained in the Zoning Ordinance and the City Code.

- d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed uses can be accommodated with existing public services and will not over burden the City's service capacity.

- e. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The streets serving this site are adequate to accommodate traffic from the proposed use.

5. The report dated December 4, 2025, 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 17, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier,

Mayor

SEAL

BY: _____
Taylor Snider, Deputy City

Clerk

**CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
RELATING TO ITEM 5.e CA COMMERCIAL DEVELOPMENT**

December 18, 2025

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Amanda Tinsley

Members Absent: None

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director (via Teams), Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

5e. CA Commercial Development – Conditional Use Permit

Chair Zimmer opened the public hearing to consider the application of CA Commercial Development for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons.

Mark Wilhoite introduced the project.

Ms. Botten presented the staff report. Representatives of CA Commercial Development have submitted an application for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons PUD. The property is currently platted as Outlot A, Heritage Commons 9th Addition, located north of 202nd Street (CSAH 50), south of Heritage Drive, and east of Idealic Avenue.

The project includes a 4,750 square foot building designed for two convenience restaurant tenants, one of which would have a drive through service window. The property is 1.29 acres in size and is currently an outlot. Final plat approval is required before construction of the building can take place.

The subject property is zoned PUD, Planned Unit Development, with the underlying zoning of C-3, General Commercial District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Traffas, seconded by Swaney to close the public hearing at 6:38 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson expressed his appreciation for the angled parking spaces.

Motion was made by Tinsley, seconded by Kaluza to recommend to City Council approval of the conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons Planned Unit Development (PUD) and Findings of Fact, subject to the following stipulations:

1. Outlot A, Heritage Commons 9th Addition must be platted into a lot and block prior to development of the parcel.
2. Implementation of the recommendations listed in the December 4, 2025 engineering report.
3. The site shall be developed according to the plans approved by the City Council.
4. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the subject parcel.
5. An agreement for shared driveway access shall be established between Lots 1 and 2, Block 1, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) prior to the release of the final plat.
6. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
7. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
8. The City Forester has reviewed and approved the landscape plan dated December 11, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
9. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
10. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
11. Snow storage shall not occur within required parking spaces.

Ayes: Swaney, Swenson, Tinsley, Traffas, Kaluza, Zimmer, Einck

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten
Date: December 4, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: CA Commercial Development - Conditional use permit for a convenience restaurant with a drive-through.
Application Action Deadline: February 20, 2026 – 2nd 60-Days

BACKGROUND

Representatives of CA Commercial Development have submitted an application for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons PUD. The property is currently platted as Outlot A, Heritage Commons 9th Addition, located north of 202nd Street (CSAH 50), south of Heritage Drive, and east of Idealic Avenue.

The project includes a 4,750 square foot building designed for two convenience restaurant tenants, one of which would have a drive through service window. The property is 1.29 acres in size and is currently an outlot. Final plat approval is required before construction of the building can take place.

The subject property is zoned PUD, Planned Unit Development, with the underlying zoning of C-3, General Commercial District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit. The plans have been reviewed by Community Development Department and Engineering Division staff.

EXHIBITS

- A. Location Map
- B. Site Plan
- C. Grading and Drainage Plan
- D. Landscape Plan
- E. Building Elevation Plans

STAFF ANALYSIS

The Heritage Commons PUD commercial development plan has progressed over several phases since the initial development phase was approved in 1999. The Heritage Commons 9th Addition preliminary plat was approved by the City Council on May 19, 2025.

Comprehensive Plan. The property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed convenience restaurant uses are consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The proposed development is located on property zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	Heritage Drive and multi-tenant commercial building	Commercial	PUD District
South	202 nd Street (CSAH 50) and commercial businesses	Commercial	C-3, General Commercial
East	Tires Plus	Commercial	PUD District
West	Chase Bank (under construction)	Commercial	PUD District

Streets/Access. No new street construction is proposed with the site improvements.

Grading, Drainage, Erosion Control, and Utilities. Final civil plans have not been approved and will be reviewed at the time of final plat for the property. A copy of the engineering report dated December 4, 2025 is attached for your review. The Engineering Division recommends approval of the CUP subject to the recommendations outlined in the report.

CUP SITE PLAN REVIEW

Use. Development of a convenience food restaurant use within the PUD is subject to the same requirements as those within the C-3, General Commercial District. Section 11-73-7.G of the Zoning Ordinance establishes performance standards for convenience food uses. The performance standards include limiting the hours of operation from 5:00 am to 11:00 pm unless approved by CUP. Other performance standards are reviewed below.

Setbacks. The minimum setback requirements of the C-3 District are:

Abutting a Public Street: 30 feet

Interior Lot Lines: 10 feet

Rear: 10 feet

The proposed building meets the setback requirements of the Zoning Ordinance.

Building Height. The proposed two-tenant building is a single-story structure about 20 feet in height, including mechanical screening. A maximum building height of 35 feet is allowed in the C-3 District.

Parking/Drive Aisles. The setback requirements for parking are 15 feet abutting right-of-way and five feet from interior lot lines. Parking setbacks have been met.

Convenience food uses have a parking requirement of one stall per 80 square feet of floor area. Based on the building size of 4,750 square feet, minus 10% floor area as allowed by the Zoning Ordinance, the proposed convenience restaurants require 54 parking spaces. The maximum number of parking stalls allowed is up to 125% of the minimum parking spaces, without CUP approval. The maximum number of parking stalls permitted without a CUP is 68 spaces (125% of 54). The site plan includes 67 parking spaces, in compliance with code requirements.

Circulation/Loading Area. Access to the site will be from Heritage Drive. Parking spaces are located around the perimeter of the site. The drive through starts along the north side of the building and continues around the west side. Direct driveway access to 202nd Street is not permitted. An agreement for shared driveway access between the parcels in Heritage Commons 9th Addition and Heritage Commons 8th Addition (Tires Plus) is required to be executed prior to the release of the final plat.

Open Space. At least 25 percent of the lot shall remain as greenspace, including trees, shrubbery, plantings or fencing. The site plan identifies that 25% percent of the site is greenspace. This complies with the greenspace requirements of the Zoning Ordinance for convenience food uses.

Landscaping. The landscape plan proposes a mix of overstory trees around the perimeter of the site, foundation plantings on three sides of the building, and a row of plantings along the south side of the drive through to minimize headlights shining on to 202nd Street. Remaining areas will be seeded and in-ground irrigation is required. Development of the site shall include responsibility for boulevard maintenance along 202nd Street and Heritage Drive. The Developer must provide an estimate of the landscape costs to be submitted as a security to guarantee installation of the landscaping. The City Forester has reviewed the landscape plan dated December 11, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Exterior. The proposed one-story, two-tenant, convenience restaurant building is proposed to be clad with exterior materials that are at least 65% Grade A material. The proposed Grade A materials include brick and glass are at 68%, complying with code requirements. Other exterior materials used, including EIFS and fiber cement, are Grade C materials. The materials proposed comply with Zoning Ordinance requirements. A contrasting stripe of brick is shown on the building. The contrasting stripe is a design element seen in buildings in the Heritage Commons PUD development.

Drive-Through Window. The drive-through lane includes the minimum 180 feet of segregated vehicle stacking lane from the service windows.

Menu Boards. A sign permit must be issued prior to the installation of the menu board and the sign must comply with the requirements of Section 11-23-7.G.11.c of the Zoning Ordinance.

Signs. Signs shall comply with the Heritage Commons PUD sign plan. Since the building fronts more than one street, up to two wall signs are permitted, not to exceed 100 square feet each in sign area. All signs require approval of a sign permit prior to installation.

Signs shown on the plans are illustrative only and no approvals are granted as a part of the CUP request.

Trash Enclosure. The trash and recycling enclosure will be located on the northwest side of the property. The enclosure shall comply with Section 11-18-11 of the city code, including the gate being made of maintenance-free material.

Exterior Lighting. No light source or combination thereof which casts light on a public street shall exceed one foot-candle meter reading as measured at the right of way or property line. All building mounted lighting must face downward onto the structure.

Mechanical Equipment. Any roof-mounted mechanical equipment must be screened if greater than three feet in height. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

Snow Storage. Snow storage may not take place in required parking spaces.

Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final plat for maintenance of the stormwater system on site.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit subject to the following stipulations:

1. Outlot A, Heritage Commons 9th Addition must be platted into a lot and block prior to development of the parcel.

2. Implementation of the recommendations listed in the December 4, 2025 engineering report.
3. The site shall be developed according to the plans approved by the City Council.
4. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the subject parcel.
5. An agreement for shared driveway access shall be established between Lots 1 and 2, Block 1, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) prior to the release of the final plat.
6. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
7. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
8. The City Forester has reviewed and approved the landscape plan dated December 11, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
9. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
10. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
11. Snow storage shall not occur within required parking spaces.

Findings of fact are attached for your review and consideration.



City of Lakeville
Site Location Map
CA Commercial
Development
CUP



Memorandum

To: Heather Botten, Senior Planner
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: December 4th, 2025
Subject: CUP for a convenience restaurant with a drive-through

BACKGROUND

CA, Commercial Development has submitted a conditional use permit named CA Panera Lakeville. The parent parcel (PID No. 223203200010) consists of Outlot A, Heritage Commons 9th Addition. It is zoned PUD, Planned Unit Development. The proposed development is located east of Dodd Boulevard, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The proposed development will be completed by:

Developer:
CA Commercial Development

Engineer: Westwood

SITE CONDITIONS

The site consists of undeveloped land. Two existing driveways are located on the north and northeast sides of the parcel. The northeast driveway is a shared access driveway with the parcel to the east. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

EASEMENTS

Prior to issuance of the conditional use permit:

- A shared access easement shall be placed over the private parking lot.

STREET AND SUBDIVISION LAYOUT

202nd Street (CSAH 50)

Heritage Commons 9th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The Developer is responsible for any requirements stipulated by Dakota County.

Heritage Drive

Heritage Commons 9th Addition is located south of and adjacent to Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with the CUP request.

Idealic Avenue

Heritage Commons 9th Addition is located east of and adjacent to Idealic Avenue, a private street as identified in the City's Transportation Plan.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans approved with the final plat.

PARKS, TRAILS AND SIDEWALKS

The park land dedication was satisfied on the parent parcel as part of the phase one PUD for Heritage Commons in 2000 and will not be required with this final plat. Development of the site does not include the construction of public trails or sidewalks. Existing sidewalks are located along Idealic Avenue, Heritage Drive, and 202nd Street adjacent to the plat.

UTILITIES

SANITARY SEWER

The site is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. Existing 8-inch sanitary sewer extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of the site includes the

construction of privately owned and maintained 6-inch sanitary sewer to provide service to the development. The construction of utility services shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Sanitary Sewer Availability Charge will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

Existing 8-inch watermain extends into the parcel from Heritage Drive on the north portion of the parcel. Development of the site will include the construction of 2-inch privately owned and maintained watermain to provide services to the development. The construction of utility service shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

DRAINAGE AND GRADING

The property is located within subdistricts SC-52 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

The site contains less than one acre of site disturbance, however is identified as part of a common plan of development of greater than one acre. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

The applicant shall enter into a Stormwater Maintenance Agreement over the stormwater management areas prior to issuance of a Conditional Use Permit. A grading permit is required to be obtained from the City Engineering Department prior to construction commencing on the site. To issue a grading permit, the applicant must submit a revised planset that conforms to all city stormwater ordinances.

STORM SEWER

The applicant shall submit a planset that conforms to all city stormwater ordinances prior to issuance of a CUP. The construction of utility service shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

The property is shown on the Flood Insurance Rate Map (Map Nos. 27037C0211E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated at the rate in effect at that time.

RECOMMENDATION

Engineering recommends approval of the CUP subject to the stipulations outlined in this report. Applicable securities and cash requirements will be due with the final plat application.



DAKOTA C.S.A.H. NO. 50 (202ND STREET WEST)
(VARIABLE WIDTH RIGHT OF WAY)

1 SITE DETAILS (SI-0XX)

- 1 B618 CURB AND GUTTER
- 8 PRIVATE CONCRETE SIDEWALK
- 9 PRIVATE PEDESTRIAN CURB RAMP
- 10 PRIVATE PARALLEL PEDESTRIAN CURB RAMP
- 11 CROSS WALK STRIPING
- 13 TRAFFIC ARROW
- 14 SIGN INSTALLATION
- 15 HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- 19 PAVEMENT SECTIONS
- 36 SIGN POST WITH BOLLARD

A SITE KEYNOTES

- A TRANSITION CURB
- B FLAT CURB
- C PAINT 4" WHITE STRIPING
- D PAINT TRANSITION CURBS YELLOW
- E MENU BOARD AND ORDER STATION (SEE ARCH PLANS)
- F OVERHEAD CLEARANCE BAR AND CONCRETE BASE (SEE ARCH PLANS)
- G MATCH EXISTING CURB
- H TRASH ENCLOSURE (SEE ARCH PLANS)
- I SITE LIGHTING (BY OTHERS)

SITE DEVELOPMENT SUMMARY

- EXISTING ZONING: PUD, PLANNED URBAN DEVELOPMENT
- PROPOSED ZONING: PUD W/ CUP (CONDITIONAL USE PERMIT)
- EXISTING PARCEL DESCRIPTION: OUTLOT A - HERITAGE COMMONS 8TH ADDITION
- PROPOSED PARCEL DESCRIPTION: HERITAGE COMMONS 12TH ADDITION
- PROPERTY AREA: 56,407 SF (1.29 AC)
- EXISTING IMPERVIOUS SURFACE: 1,873 SF (3.3%)
- PROPOSED IMPERVIOUS SURFACE: 42,306 SF (75.00%)
- BUILDING GROSS SIZE: 4,750 SF
- EAST RESTAURANT: 2,063 SF
- WEST RESTAURANT: 2,606 SF
- UTILITY ROOM: 82 SF
- FLOOR-AREA-RATIO(FAR): 0.08
- BUILDING SETBACK PER CODE: 30"=FRONT
10"=SIDE
30"=REAR
- PARKING SETBACK: 15"=FRONT AND ROW
5"=SIDE
15"=REAR
- 90 DEGREE PARKING SPACE/DRIVE AISLE: 9' WIDE X 20' LONG, 24' AISLE
- PARKING RATIO REQUIREMENT: CITY OF LAKEVILLE
RESTAURANT W/ DRIVE-THRU: 1 SPACE / 70 SF OF GFA
RESTAURANT W/ DRIVE-THRU (4,668 GFA/70): 67 SPACES
TOTAL SPACES REQUIRED: 67 SPACES
- PARKING PROVIDED: 67

SITE LEGEND

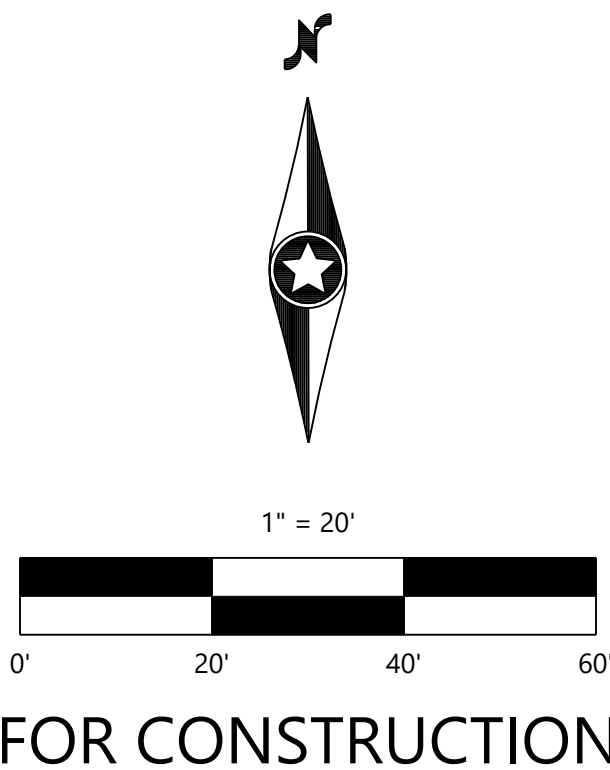
EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		SITE LIGHTING BY OTHERS
		TRAFFIC SIGN
		BOLLARD / POST

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNESOTA, JUNE 6, 2025.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B618 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SIGN LEGEND

REFERENCE		SIZE	MnDOT DESIGNATION
S.1	HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.2	DO NOT ENTER	30" X 30"	R5-1
S.3	BEGIN ONE WAY	24" X 30"	R6-6
S.4	ONE WAY (RIGHT)	24" X 30"	R6-2R



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	10/16/2025
CHECKED:	11/19/2025
DRAWN:	12/17/2025
FOR CITY COMMENTS:	07/12/2026
FOR FORESTRY COMMENTS:	07/12/2026
FOR CITY COMMENTS:	07/12/2026

PREPARED FOR:
CA COMMERCIAL
DEVELOPMENT
2805 EDWARDS RD, SUITE 300
CINCINNATI, OH 45209

WE HEREBY CERTIFY THAT THIS PLAN 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.
JOSEPH SCHRAMM
DATE: 2/10/2026 LICENSE NO. 56078

CA PANERA
LAKEVILLE
LAKEVILLE, MN

Westwood

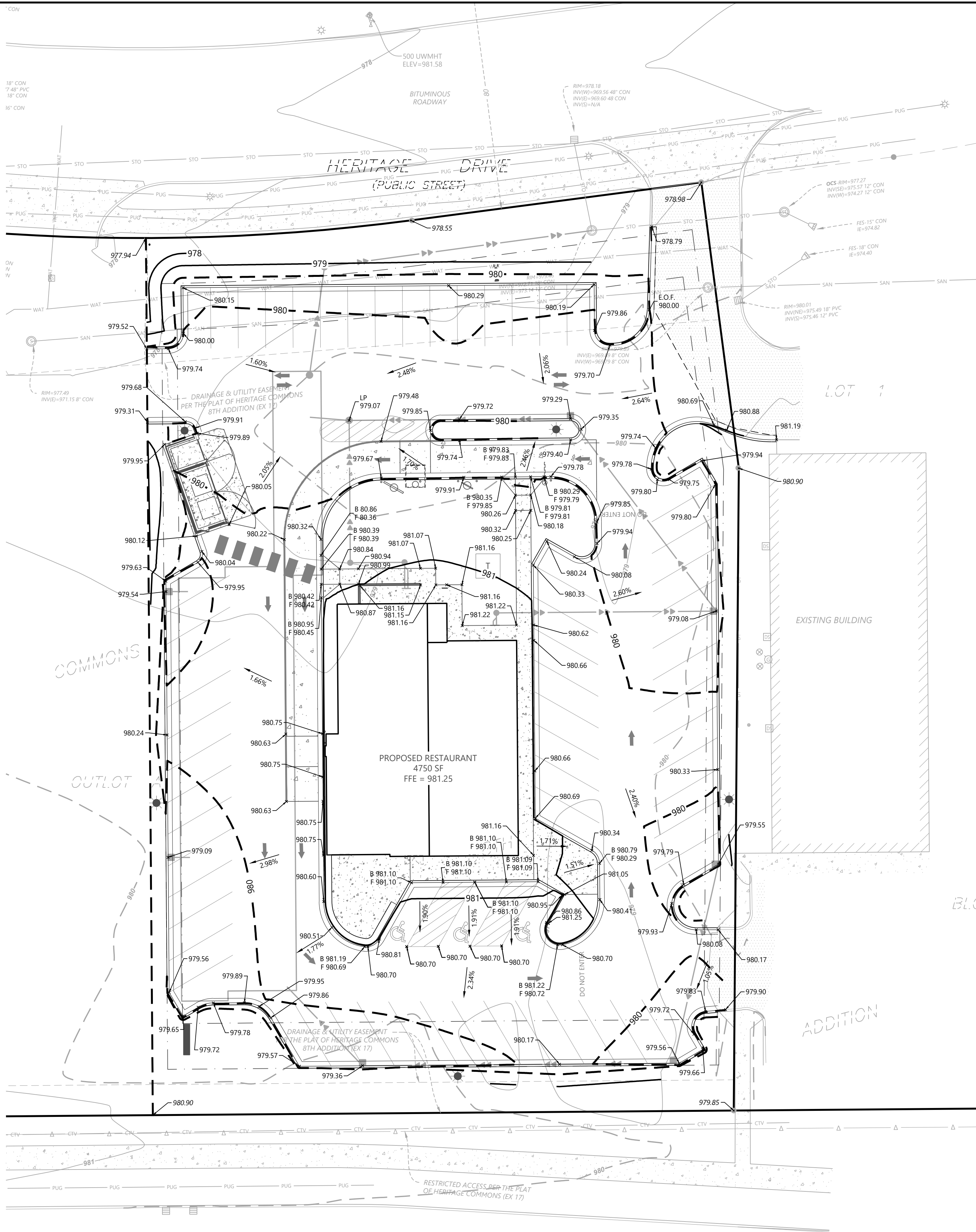
(320) 233-9495 1900 Medical Arts Ave S, Suite 100
(320) 338-2001 Sandell, MN 56377
(800) 272-9495 westwood@wp.com
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

C200

DATE: 2/10/2026



DAKOTA C.S.A.H NO. 50 (202ND STREET WEST)
(VARIABLE WIDTH RIGHT OF WAY)

GRADING LEGEND

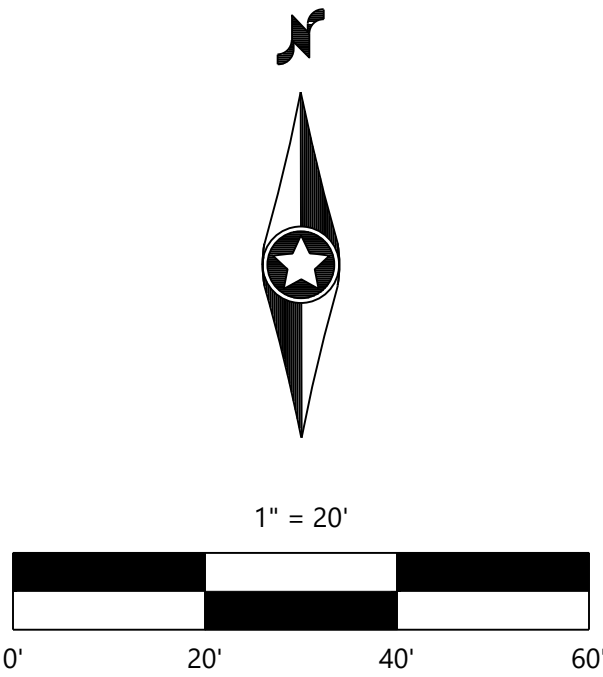
EXISTING	PROPOSED	PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		STORM SEWER
		DRAIN TILE
		SPOT ELEVATION
		FLOW DIRECTION
		SOIL BORING LOCATION

Call 48 Hours before digging:

811 or call 811.com
Common Ground Alliance

GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.



FOR CONSTRUCTION

DESIGNED:	10/16/2025
CHECKED:	11/19/2025
DRAWN:	12/17/2025
FOR CITY COMMENTS:	01/12/2026
FOR FORESTRY COMMENTS:	01/12/2026
FOR CITY COMMENTS:	01/12/2026

PREPARED FOR:
CA COMMERCIAL DEVELOPMENT
2805 EDWARDS RD, SUITE 350
CINCINNATI, OH 45209

ENGINEER: JOSEPH SCHRAMM
DATE: 2/10/2026
LICENSE NO.: 56078

CA PANERA LAKEVILLE
LAKEVILLE, MN

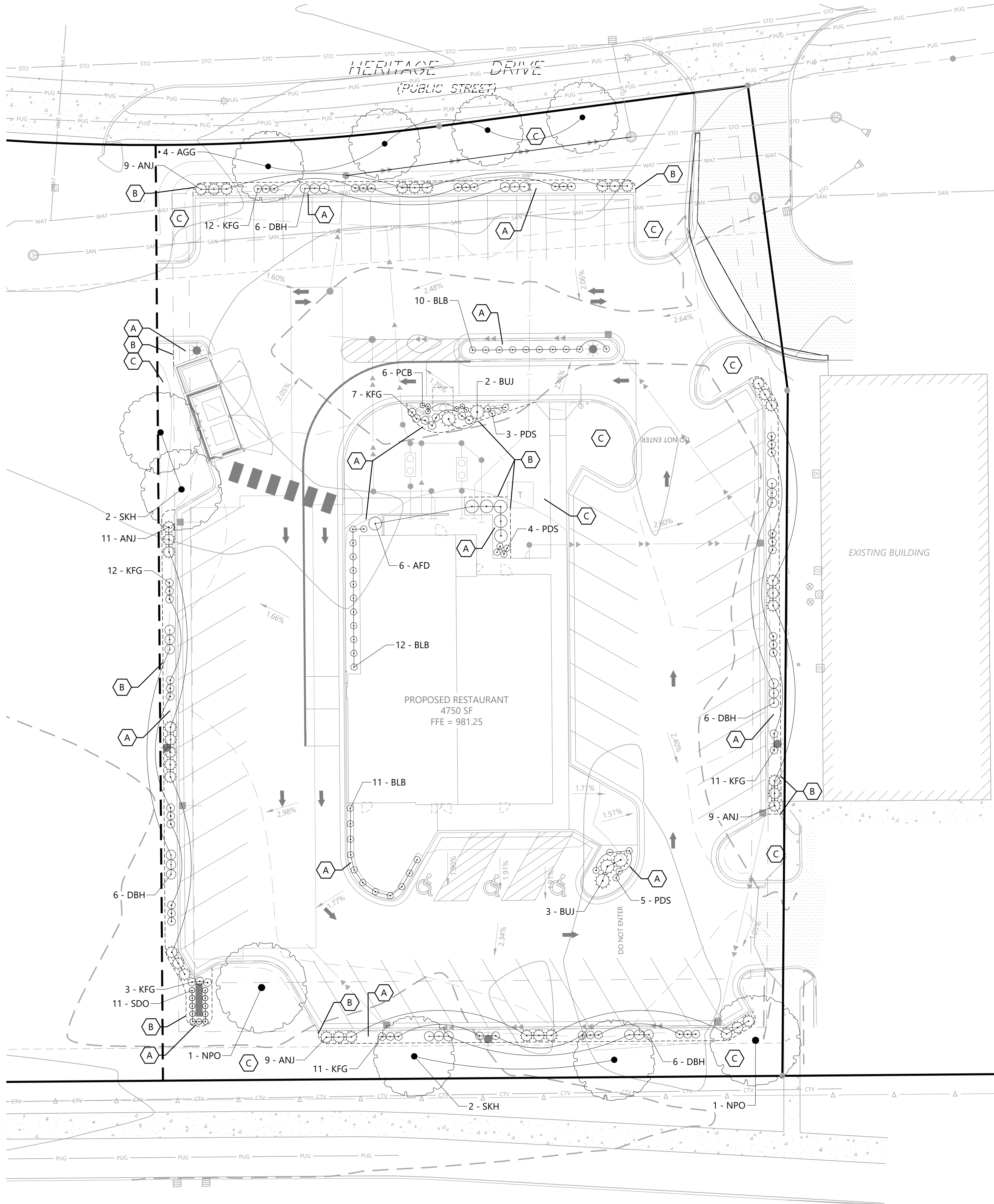
Westwood
1900 Medical Arts Ave S, Suite 100
Sartell, MN 56377
Phone: (320) 233-9495
Fax: (320) 233-2001
Toll Free: (800) 274-9495
www.westwoodps.com

GRADING PLAN

SHEET NUMBER:

C300

DATE: 2/10/2026



PLANT SCHEDULE

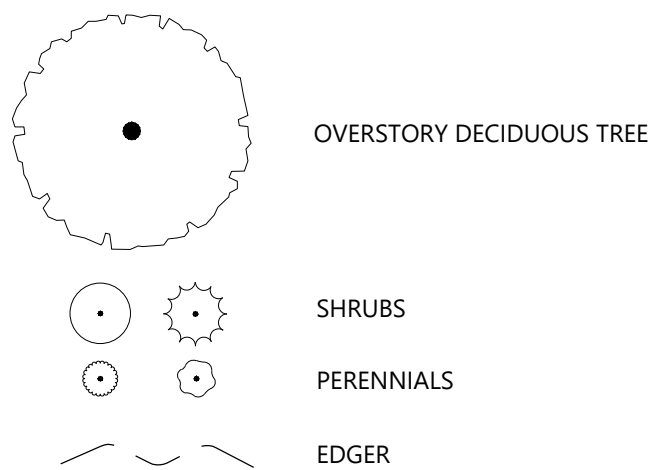
DECIDUOUS TREES						
AGG	4	AUTUMN GOLD GINKGO / GINKGO BILOBA 'AUTUMN GOLD'	2.5" CAL. B&B	AS SHOWN	H 40"-50"	W 25"-35"
SKH	4	SKYLINE® HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2.5" CAL. B&B	AS SHOWN	H 40"-50"	W 30"-40"
NPO	2	NORTHERN PIN OAK / QUERCUS ELLIPSOIDALIS	2.5" CAL. B&B	AS SHOWN	H 50"-60"	W 40"-50"
CONIFEROUS SHRUBS						
ANJ	38	ANDORRA JUNIPER / JUNIPERUS HORIZONTALIS 'ANDORRA'	#5 CONT.	4'-0" O.C.	H 3'-4"	W 3'-4"
BUJ	5	BUFFALO JUNIPER / JUNIPERUS SABINA 'BUFFALO'	#5 CONT.	5'-0" O.C.	H 8'-10"	W 3'-5"
DECIDUOUS SHRUB						
DBH	6	ARCTIC FIRE® RED TWIG DOGWOOD / CORNUS SERICEA 'FARROW'	#5 CONT.	4'-0" O.C.	H 3'-5"	W 3'-5"
ADF	24	DWARF BUSH HONEYSUCKER / DIERVILLA LONICERA	#5 CONT.	3'-0" O.C.	H 3'-4"	W 3'-4"

PERENNIALS						
SDO	11	STELLA DE ORO DAYLILY / HEMEROCALLIS X 'STELLA DE ORO'	#1 CONT.	24" O.C.	H 18-20" W 18-24"	
PCB	6	NORTHERN EXPOSURE™ PURPLE CORAL BELL / HEUCHERA X 'TNHEUNE'	#1 CONT.	18" O.C.	H 15-18" W 18-24"	
GRASSES						
KFG	57	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	30" O.C.	H 3-4' W 2-3'	
BLB	33	BLAZE LITTLE BLUESTEM / SCHIZACHYRIUM SCOPARIUM 'BLAZE'	#1 CONT.	24" O.C.	H 2-3' W 18-24"	
PDS	12	PRAIRIE DROPS EED / SPOROBOLUS HETEROLEPIS	#1 CONT.	24" O.C.	H 2-3' W 2-3'	
ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER QTY = QUANTITY CONT. = CONTAINER						
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.						

PLANTING NOTES

1. CONTRACTOR SHALL CONTACT COMMON DGROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
 - ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
 - ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
 - ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
 - ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
 - CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. OPEN TOP OF BURLAP ON 8B MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS. REMOVE ALL TWINE, BURLAP, AND WIRE BASKET FROM THE TOP HALF OF THE ROOT BALL AND DISPOSE OF OFFSITE.
12. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
14. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION FOR SELECT TOPSOIL BORROW AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 6" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
17. TREE PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL TREES WITHIN TURF AREAS. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL COLORED, OR APPROVED EQUAL. ROCK MULCH TO BE BUFF LIMESTONE, 1 1/2" TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
18. EDGING TO BE COMMERCIAL GRADE VALLEY-V-GRADE BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SODDED OR SEEDDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX. BEDS OF LAWN WARE ARE SODDED AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER M/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
20. PROVIDE IRRIGATION TO ALL PLANTED AND SODDED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
21. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
22. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
23. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

LANDSCAPE LEGEND



LANDSCAPE KEYNOTES

A BUFF LIMESTONE ROCK MULCH (TYP.)
B EDGER (TYP.)
C SOD (TYP.)

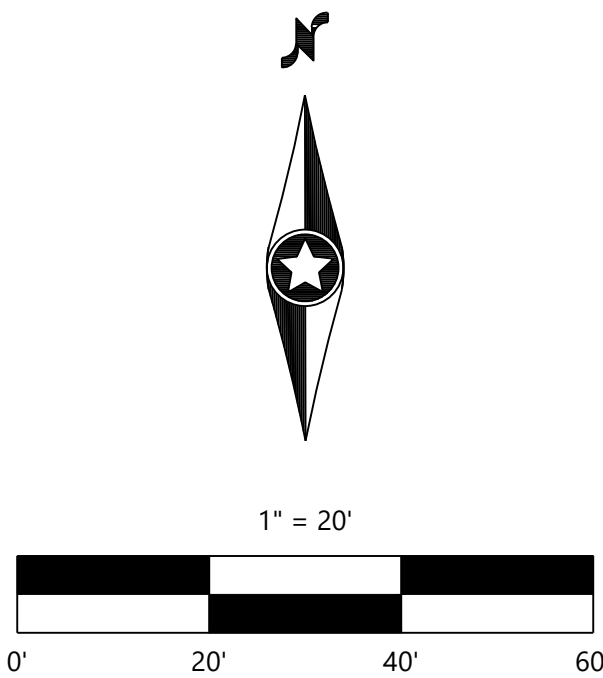
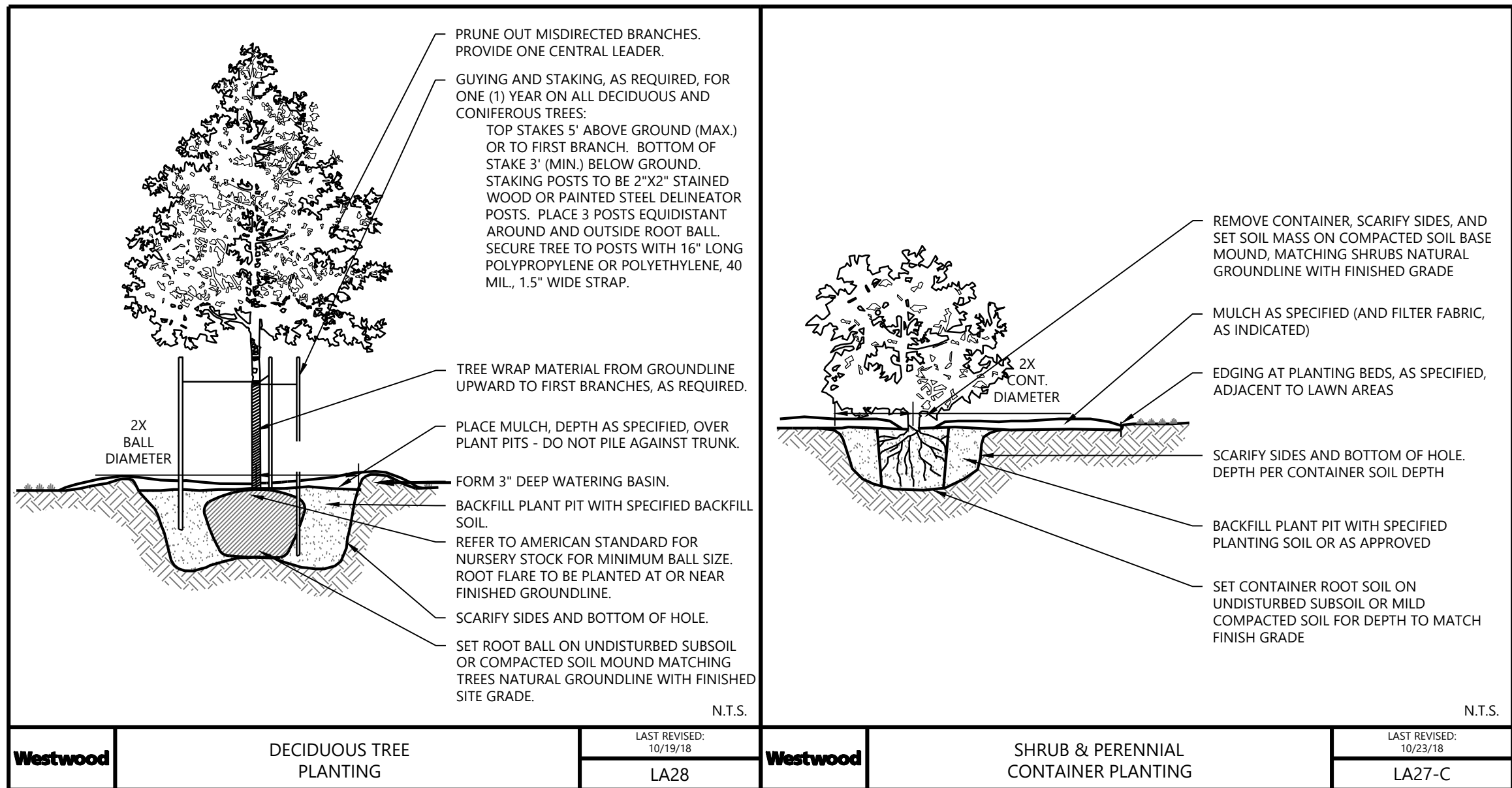
GROUND COVER NOTES

SOD

SOD:	10,612 SF (0.24 AC)
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MULCH

ROCK MULCH:	2,692 SF (0.06 AC)
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FOR CONSTRUCTION

INITIAL ISSUE REVISIONS:	10/16/2025	DESIGNED:
△ 11/19/2025	CITY COMMENTS	CHECKED:
△ 12/11/2025	FORESTRY COMMENTS	DRAWN:
△ 01/12/2026	CITY COMMENTS	HORIZONTAL SCALE 30'
△ 2/10/2026	CITY COMMENTS	VERTICAL SCALE 4' @ 1"

PREPARED FOR:
**CA COMMERCIAL
DEVELOPMENT**
2805 EDWARDS RD, SUITE 390
CINCINNATI, OH 45209

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
 OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
 LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS
 OF THE STATE OF MINNESOTA

[Signature]
JEFF WESTENDORF
 DATE: 2/10/2026 LICENSE NO. 44018

**CA PANERA
LAKEVILLE
LAKEVILLE, MN**

Westwood

Phone (320) 253-9495 1900 Medical Arts Ave S, Suite 100
Fax (320) 358-2001 Sartell, MN 56377
eMail (800) 270-9495 westwoodsps.com
Westwood Professional Services, Inc.

LANDSCAPE
PLAN

SHEET NUMBER:

L100

DATE: 2/10/2026

CA PANERA LAKEVILLE

ELEVATION PERCENTAGES	
WINDOWS:	39%
EIFS:	8%
BRICK:	33%
GREEN:	16%
CANOPY:	5%

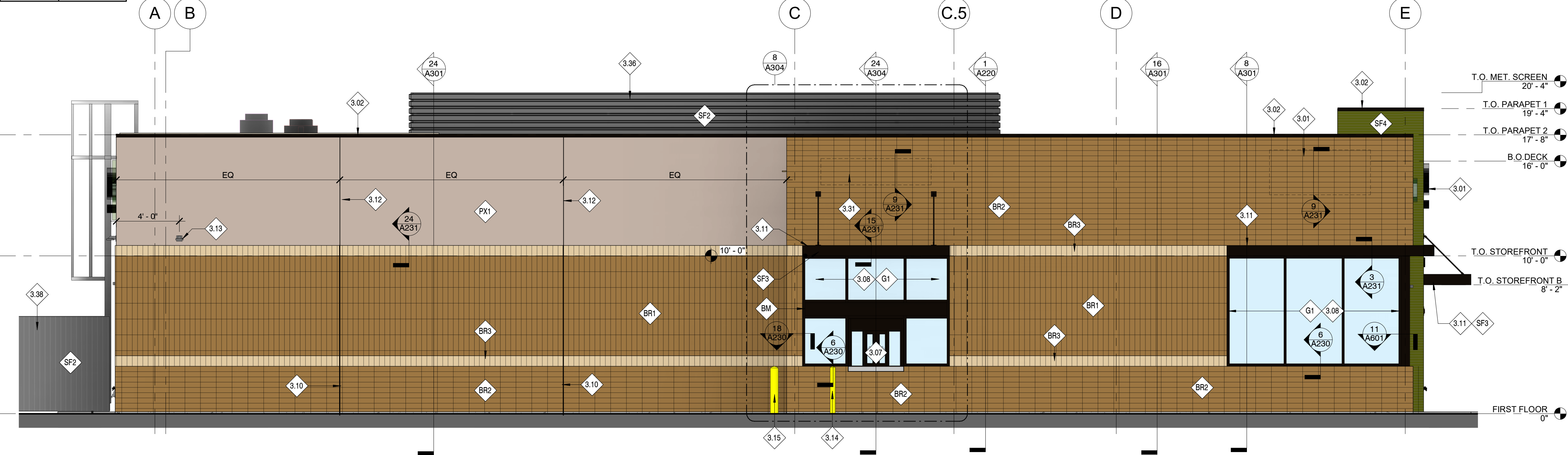
TOTAL BUILDING
5,237 SF TOTAL
65% MIN GRADE A MATERIALS REQUIRED (BRICK + GLASS)
REQUIRED: 3,404 SF (65%)
PROVIDED: 3,581 SF (68%)



22 FRONT ELEVATION - SOUTH

1/4" = 1'-0"

ELEVATION PERCENTAGES	
WINDOWS:	9%
EIFS:	20%
BRICK:	67%
WOOD:	0%
GREEN:	2%
CANOPY:	2%



24 DT ELEVATION - WEST

1/4" = 1'-0"

GENERAL NOTES:

- ALL GLAZING TO BE G1 UNLESS NOTED OTHERWISE. FOR STOREFRONT / WINDOW ELEVATIONS SEE SHEET A611.
- GENERAL CONTRACTOR TO PROVIDE BLOCKING FOR EXTERIOR BUILDING SIGNS
- REFER TO SHEET A230 FOR TYPICAL CORNER DETAILS AT THIN BRICK AND NICHHA SYSTEM - SF4.**

KEYED NOTES

- LOCATION OF INTERNALLY ILLUMINATED FLUSH MOUNTED CHANNEL LETTERS AND/OR TRADEMARK SYMBOL: PROVIDED AND INSTALLED BY TENANT SIGN VENDOR UNDER SEPARATE PERMIT. SHELL GC TO PROVIDE BLOCKING AND POWER IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED. (UNDER SEPARATE SIGNAGE PERMIT)
- PRE-FINISHED METAL 2-PIECE SNAP-ON COMPRESSION COPING BY DUROLAST® OR SIMILAR | COLOR: CHARCOAL TO MATCH RAL 7043
- WALL MOUNTED LIGHT FIXTURE. FIXTURES SHALL BE PROVIDED AND INSTALLED BY LANDLORD. LANDLORD TO PROVIDE POWER AND J-BOX AT LOCATION PER TENANT DRAWINGS. REFER TO REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION.
- MAIN ENTRANCE/EXIT | REFER TO DOOR ELEVATIONS, SCHEDULES, & DETAILS SHEET FOR FURTHER INFORMATION.
- DRIVE-THRU WINDOW | MFR: QUICKSERV | MODEL: FM42E | TO BE INSTALLED IN STOREFRONT SURROUND. COLOR TO MATCH STOREFRONT.
- ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING. REFER TO SHEET A603 FOR FURTHER INFORMATION.
- CONTROL JOINT WHERE INDICATED, PROVIDE SEALANT TO MATCH ADJACENT MATERIAL. REFER TO DETAILS FOR FURTHER INFORMATION.
- INSTALL PREMANUFACTURED ALUMINUM CANOPY W/ TIE RODS WITH FINISHED UNDERSIDE. PROVIDED WITH SHELL CONSTRUCTION. | MANF: API, INC. | COLOR: DARK BRONZE, CANOPY TO INCLUDE LIGHTING, DRAINAGE, CANOPY UNDERSIDE TO HAVE FINISH SF3.
- HORIZONTAL OR VERTICAL 'V' SCORE JOINT, REFER TO SECTIONS FOR FURTHER INFORMATION.
- SECURITY CAMERA INSTALLED BY PANERA IT, GC TO PROVIDE ROUGH-IN LOCATION(S) COORDINATE ROUGH-IN LOCATION(S) AND HEIGHTS WITH PANERA CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
- 4" DIA. CONCRETE BOLLARD BY LANDLORD | FINISH: PAINT SAFETY YELLOW AT DRIVE THRU | REFER TO SHEET A003 FOR FURTHER INFORMATION
- 6" DIA. CONCRETE BOLLARD BY LANDLORD | FINISH: PAINT SAFETY YELLOW AT DRIVE THRU, EXCEPT AT DRIVE THRU | REFER TO SHEET A003 FOR FURTHER INFORMATION
- FIRE DEPARTMENT ACCESS BOX | INSTALLED ADJACENT ENTRY DOOR. COORDINATE LOCATION WITH LOCAL FIRE DEPARTMENT.
- HOSE BIBB | STAINLESS STEEL BOX. REFER TO PLUMBING DRAWINGS FOR LOCATION AND 18/A231 FOR ADDITIONAL INFORMATION.
- BUILDING ADDRESS SIGN | VERIFY SIZE, LOCATION, AND STYLE WITH LOCAL FIRE DEPARTMENT
- 'DRIVE THRU' SIGN AS PART OF TENANT SIGNAGE BY SIGN VENDOR. SHELL GC TO PROVIDE BLOCKING IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED
- PREMANUFACTURED RIBBED PANEL ROOF EQUIPMENT SCREENING, MFR: ROOFSCREEN, TYPE: 7.2 RIBBED PANEL COLOR: TO MATCH CHARCOAL OR EQUAL.
- CONTROL JOINT, PER MANUFACTURER RECOMMENDATIONS, MFR: NICHHA.
- COMPOSITE PLANK SCREEN WALL | MFR: TREX COMPOSITE PLANK | COLOR: SF2 REFER TO SHEET A021 FOR FURTHER INFORMATION.
- ALUMINUM BREAK METAL | COLOR TO MATCH STOREFRONT
- BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK, UTILITY STACKED, VERTICAL PATTERN | COLOR: MCNEAR (THIN BRK.) + SANTIAGO CREATIVE MATERIALS CUSTOM BLEND (TABS WALL SYSTEM)
- BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK, UTILITY STACKED, HORIZONTAL PATTERN | COLOR: MCNEAR (THIN BRK.) + SANTIAGO CREATIVE MATERIALS CUSTOM BLEND (TABS WALL SYSTEM)
- BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK, UTILITY STACKED, VERTICAL PATTERN | COLOR: ENDICOTT (THIN BRK.) GOLDEN BUFF
- ALUMINUM STOREFRONT | MFR: KAWNEER TRIFAB VERRSAGLAZE 451T | COLOR: DARK BRONZE | 2" x 4 1/2" PROFILE | THERMAL BREAK | 1" CLEAR INSULATED GLAZING: PPG SOLARBAN 70 (OR APPROVED EQUAL) | REFER TO SHEET A602 FOR ADDITIONAL INFORMATION
- EIFS SYSTEM | PRODUCT: DRYVIT OUTSULATION PLUS MD w/ MOISTURE DRAINAGE SYSTEM | TEXTURE: DRYVIT LYMESTONE | PAINTED COLOR: #105 SUEDE
- TREX SELECT, EARTH TONES: COLOR: PEBBLE GREY.
- TONGUE & GROOVE PLANKS; 6" EXTRUDED ALUMINUM SMOOTH PLANK WITH BEECHWOOD (#15BEE) FINISH, MFR: LONGBOARD
- SPECIALTY FINISH: RIBBED FIBER CEMENT PANEL WITH 3" CORNER PIECE BY MFR. ALL CORNERS | MFR: NICHHA | COLOR: PANERA GREEN

G.C. TO INSTALL AFTER CONSTRUCTION
BARRIER SIGN REMOVED - WITHOUT DRIVE THRU



SPECIFICATIONS:

- ONE SIDED BANNER
- MATERIAL: WHITE BANNER WITH GROMMETS
- GRAPHICS: DIGITALLY PRINTED
- HEIGHT: 3'-11 1/2"
- WIDTH: 7'-9 1/2"

INSTALLATION:

BANNERS PROVIDED BY PANERA AND TO BE INSTALLED ON EXTERIOR OF BUILDING BY G.C. PER PANERA PROVIDED HANGING INSTRUCTIONS AND PLACEMENT LOCATION(S).

4 NEW CONSTRUCTION BANNER

1/4" = 1'-0"

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.
Signature: *Mark S. Salopek*
Typed or Printed Name: **Mark S. Salopek, AIA**
Date: **12/11/25** License Number: **26710**

REV.	DATE	DESCRIPTION

Bakery Cafe #: 6492
20170 Ibelia Ave,
Lakeville, MN 55044

EXTERIOR ELEVATIONS - SHELL

	DATE
PERMIT	11/10/25
BID	-/-/-
CONSTRUCTION	-/-/-
RECORD	-/-/-

PROJECT MANAGER	DESIGNER
Approver	JO

JOB NO.
2025383.08

A200

ELEVATION PERCENTAGES	
WINDOWS:	7%
EIFS:	39%
BRICK:	52%
GREEN:	0%
CANOPY:	1%
DOORS:	1%

TOTAL BUILDING
5,237 SF TOTAL
65% MIN GRADE A MATERIALS REQUIRED (BRICK + GLASS)
REQUIRED: 3,404 SF (65%)
PROVIDED: 3,581 SF (68%)

GENERAL NOTES:

- A. ALL GLAZING TO BE G1 UNLESS NOTED OTHERWISE. FOR STOREFRONT / WINDOW ELEVATIONS SEE SHEET A603.
B. GENERAL CONTRACTOR TO PROVIDE BLOCKING FOR EXTERIOR BUILDING SIGNS
C. REFER TO SHEET A230 FOR TYPICAL CORNER DETAILS AT THIN BRICK AND NICHHA SYSTEM - SF4.



KEYED NOTES

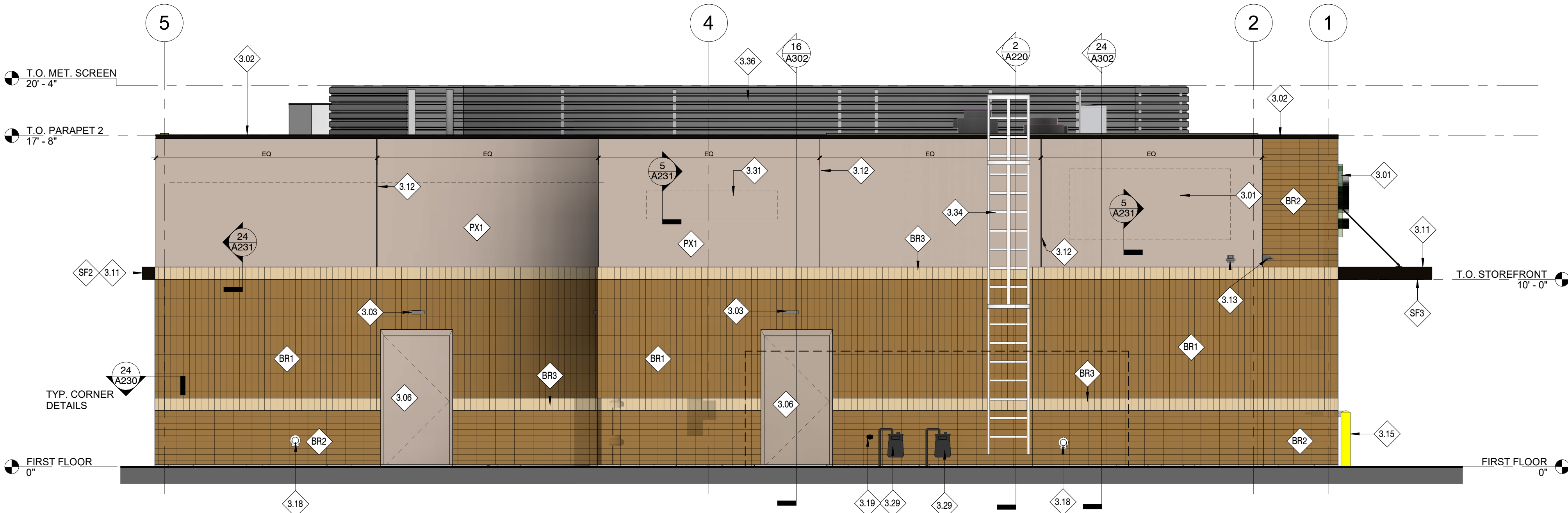
- 3.01 LOCATION OF INTERNALLY ILLUMINATED FLUSH MOUNTED CHANNEL LETTERS AND/OR TRADEMARK SYMBOL; PROVIDED AND INSTALLED BY TENANT SIGN VENDOR UNDER SEPARATE PERMIT. SHELL GC TO PROVIDE BLOCKING AND POWER IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED. (UNDER SEPARATE SIGNAGE PERMIT)
- 3.02 PRE-FINISHED METAL 2-PIECE SNAP-ON COMPRESSION COPING BY DUROLAST OR SIMILAR | COLOR: CHARCOAL TO MATCH RAL 7043
- 3.03 WALL MOUNTED LIGHT FIXTURE. FIXTURES SHALL BE PROVIDED AND INSTALLED BY LANDLORD. LANDLORD TO PROVIDE POWER AND J-BOX AT LOCATION PER TENANT DRAWINGS. REFER TO REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION.
- 3.06 HOLLOW METAL SERVICE DOOR. EXTERIOR PAINT FINISH TO MATCH ADJACENT MATERIAL PX1. REFER TO A603 FOR ADDITIONAL INFORMATION.
- 3.08 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING. REFER TO SHEET A603 FOR FURTHER INFORMATION.
- 3.10 CONTROL JOINT WHERE INDICATED. PROVIDE SEALANT TO MATCH ADJACENT MATERIAL. REFER TO DETAILS FOR FURTHER INFORMATION.
- 3.11 INSTALL PRE-MANUFACTURED ALUMINUM CANOPY W/ TIE RODS WITH FINISHED UNDERSIDE. PROVIDED WITH SHELL CONSTRUCTION. | MANF: API, INC. | COLOR: DARK BRONZE. CANOPY TO INCLUDE LIGHTING, DRAINAGE, CANOPY UNDERSIDE TO HAVE FINISH SF3.
- 3.12 HORIZONTAL OR VERTICAL 'V' SCORE JOINT. REFER TO SECTIONS FOR FURTHER INFORMATION.
- 3.13 SECURITY CAMERA INSTALLED BY PANERA IT. GC TO PROVIDE ROUGH-IN LOCATION | COORDINATE ROUGH-IN LOCATION(S) AND HEIGHTS WITH PANERA CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
- 3.15 6" DIA. CONCRETE BOLLARD BY LANDLORD | FINISH: PAINT SAFETY YELLOW AT DRIVE THRU, EXCEPT AT DRIVE THRU | REFER TO SHEET A003 FOR FURTHER INFORMATION
- 3.18 NICKEL BRONZE NOZZLE RWLOVERFLOW DRAIN THRU ROOF. MIN. 12" ABOVE GRADE. SEE DETAIL 23/A231
- 3.19 HOSE BIBB | STAINLESS STEEL BOX. REFER TO PLUMBING DRAWINGS FOR LOCATION AND 18/A231 FOR ADDITIONAL INFORMATION.
- 3.29 GAS METER AND PIPING. PAINT PIPING TO MATCH BUILDING FACADE. REFER TO PLUMBING DRAWINGS FOR FURTHER INFORMATION.
- 3.31 'DRIVE THRU' SIGN AS PART OF TENANT SIGNAGE BY SIGN VENDOR. SHELL GC TO PROVIDE BLOCKING IN WALL FOR SIGN AND PROVIDE ACCESS PANEL ON BACKSIDE OF PARAPET FOR ACCESS AS REQUIRED
- 3.34 EXTERIOR ROOF ACCESS LADDER TO INCLUDE CAGE, PROVIDED BY LANDLORD.
- 3.35 GC TO PROVIDE NEW CONSTRUCTION BANNER. REFER TO 4/A200. VERIFY PLACEMENT ON ELEVATION WITH CPM.
- 3.36 PRE-MANUFACTURED RIBBED PANEL ROOF EQUIPMENT SCREENING. MFR: ROOFSCREEN. TYPE: 7.2 RIBBED PANEL COLOR: TO MATCH CHARCOAL OR EQUAL.
- 3.38 COMPOSITE PLANK SCREEN WALL | MFR: TREX COMPOSITE PLANK | COLOR: SF2 REFER TO SHEET A021 FOR FURTHER INFORMATION.
- BR1 BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK. UTILITY STACKED. VERTICAL PATTERN | COLOR: MCNEAR (THIN BRK.) + SANTIAGO CREATIVE MATERIALS CUSTOM BLEND (TABS WALL SYSTEM)
- BR2 BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK. UTILITY STACKED, HORIZONTAL PATTERN | COLOR: MCNEAR (THIN BRK.) + SANTIAGO CREATIVE MATERIALS CUSTOM BLEND (TABS WALL SYSTEM)
- BR3 BRICK MASONRY WALL SYSTEM | MFR: TABS WALL SYSTEM + THIN BRICK. UTILITY STACKED. VERTICAL PATTERN | COLOR: ENDICOTT (THIN BRK.) GOLDEN BUFF
- G1 ALUMINUM STOREFRONT | MFR: KAWNEER TRIFAB VERRSAGLAZE 451T | COLOR: DARK BRONZE | 2" x 4 1/2" PROFILE | THERMAL BREAK | 1" CLEAR INSULATED GLAZING: PPG SOLARBAN 70 (OR APPROVED EQUAL) | REFER TO SHEET A602 FOR ADDITIONAL INFORMATION
- PX1 EIFS SYSTEM | PRODUCT: DRYVIT OUTSULATION PLUS MD w/ MOISTURE DRAINAGE SYSTEM | TEXTURE: DRYVIT LYMESTONE | PAINTED COLOR: #105 SUEDE
- SF2 TREX SELECT, EARTH TONES; COLOR: PEBBLE GREY.
- SF3 TONGUE & GROOVE PLANKS; 6" EXTRUDED ALUMINUM SMOOTH PLANK WITH BEECHWOOD (#15BEE) FINISH, MFR: LONGBOARD

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.
Signature: *Mark S. Salopek*
Typed or Printed Name: **Mark S. Salopek, AIA**
Date: **12/11/25** License Number: **26710**

22 SIDE ELEVATION - EAST

1/4" = 1'-0"

ELEVATION PERCENTAGES	
DOORS:	5%
EIFS:	37%
BRICK:	58%
WOOD:	0%
GREEN:	0%
CANOPY:	0%



24 REAR ELEVATION - NORTH

1/4" = 1'-0"

DESCRIPTION	
REV.	DATE

Bakery Cafe # : 6492
20170 Ibeta Ave,
Lakeville, MN 55044

EXTERIOR ELEVATIONS - SHELL

PERMIT	DATE
BID	11/10/25
CONSTRUCTION	-/-/-
RECORD	-/-/-

PROJECT MANAGER	DESIGNER
HB	JO

JOB NO.
2025383.08

A201



Date: 2/17/2026

Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2027 Environmental and Natural Resources Trust Fund Grant

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing an Application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for a 2027 Environmental and Natural Resources Trust Fund (ENRTF) Grant.

Overview

The LLCMR makes funding recommendations to the legislature for special environment and nature resources projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Projects that are awarded funding from the ENRTF help maintain and enhance Minnesota's environment and natural resources. The 2027 ENRTF Request for Proposal welcomes proposals for projects that aim to protect, conserve, preserve and enhance Minnesota's air, water, land, fish, wildlife and other natural resources. The requested funding includes three years of salary for a dedicated naturalist at the Ed Mako Environmental Learning Center, as well as an outdoor classroom and a nature play area.

Supporting Information

1. Resolution Approving an Application to the LCCMR for a 2027 Environmental and Natural Resources Trust Fund Grant

Financial Impact: \$NA Budgeted: No Source: NA Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Susan Johnson, Recreation Manager
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING AN APPLICATION TO THE LEGISLATIVE-CITIZEN
COMMISSION ON MINNESOTA RESOURCES FOR A 2027 ENVIRONMENTAL AND
NATURAL RESOURCES TRUST FUND GRANT**

WHEREAS, The City of Lakeville seeks \$723,000 for dedicated naturalist staff at the Ed Mako Environmental Learning Center along with an outdoor classroom and nature play area at Ritter Farm Park.

NOW, THEREFORE, BE IT RESOLVED, That the City of Lakeville supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Lakeville to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2027 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, That, if funding is awarded, the City of Lakeville agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Lakeville will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, That City of Lakeville understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Lakeville has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That City of Lakeville certifies none of the current principals of the City of Lakeville have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, That the City of Lakeville Parks & Recreation Director is hereby authorized to execute such agreements and work plans as necessary, and Joe Masiarchin is authorized to implement the project on behalf of the City of Lakeville.

BE IT FURTHER RESOLVED, That the City of Lakeville has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed; and

PASSED AND ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

**A RESOLUTION APPROVING AN APPLICATION TO THE LEGISLATIVE-CITIZEN COMMISSION
ON MINNESOTA RESOURCES (LCCMR) FOR A 2027 ENVIRONMENTAL AND NATURAL
RESOURCES TRUST FUND (ENRTF) GRANT**

WHEREAS, The City of Lakeville seeks \$723,000 for dedicated naturalist staff at the Ed Mako Environmental Learning Center along with an outdoor classroom and nature play area at Ritter Farm Park.

NOW, THEREFORE, BE IT RESOLVED, That the City of Lakeville supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Lakeville to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2027 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, That, if funding is awarded, the City of Lakeville agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Lakeville will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, That City of Lakeville understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Lakeville has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That City of Lakeville certifies none of the current principals of the City of Lakeville have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, That the City of Lakeville Parks & Recreation Director is hereby authorized to execute such agreements and work plans as necessary, and Joe Masiarchin is authorized to implement the project on behalf of the City of Lakeville.

BE IT FURTHER RESOLVED, That the City of Lakeville has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed; and

PASSED AND ADOPTED by the Lakeville City Council this 17th day of February, 2026.

Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 2/17/2026

Short-Term Rental Ordinance

Proposed Action

Staff recommends adoption of the following motion: move to approve ordinances amending Titles 9 and 11 of the City Code and summary ordinances for publication

Overview

At the July and December 2025 work sessions, the City Council discussed short-term rentals. The current Zoning ordinance language allows for the renting of rooms by administrative permit within most residential districts. It limits how often a unit may be rented and requires off-street parking but includes no other standards. The City Council directed staff to create a clear and robust short-term ordinance section, similar to the long-term rental program. The Council emphasized occupancy and parking restrictions.

The proposed amendment will be added to Title 9: Building Regulations of the City Code, which also includes the rental registration language. Because the new ordinance language will be added to Title 9, the renting of rooms language in the Zoning Ordinance (Title 11) must be deleted. A public hearing was held by the Planning Commission on February 5, 2026, regarding an ordinance amendment to those residential sections to remove renting of rooms.

The proposed short-term rental language requires an annual permit from the city and addresses occupancy standards, parking requirements, management requirements, and enforcement language. It also limits a maximum of two short-term rental permits per person/entity.

The new short-term ordinance would go into effect immediately and communication would begin in March to inform the public about the changes in order to gain compliance.

Supporting Information

1. Lakeville Short-Term Rental Ordinance redline
2. Lakeville Short-Term Rental Ordinance Final
3. Zoning Ord Update to Residential District related to STR redline
4. Summary For Publication Title 9
5. Summary For Publication Title 11

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Tina Goodroad, Community Development Director
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CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE LAKEVILLE CITY CODE REGULATING SHORT-TERM RENTALS

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section Title 9 of the City Code (Building Regulations) is hereby amended to include the following chapter:

CHAPTER 10
SHORT-TERM RENTALS

9-10-1: Purpose

9-10-2: Definitions

9-10-3: Application

9-10-4: Permit Required

9-10-5: Procedure

9-10-6: General Provisions

9-10-7: Performance Standards

9-10-8: Suspension and Revocation

9-10-9: Enforcement

9-10-1: PURPOSE: The City of Lakeville is committed to maintaining the quality of life of its residents and has a compelling interest in protecting the character of its residential neighborhoods. The rental of homes for temporary residential occupancy is a commercial activity, and when not properly managed, short-term rentals have the capacity to generate noise, traffic, and trash beyond what is typically present in a residential neighborhood creating a public nuisance. The purpose of this chapter is to ensure that the short-term rental of a permitted dwelling unit is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhood, an influence that fosters blight and deterioration, or creates a disincentive to reinvest in the community.

9-10-2: DEFINITIONS: For the purpose of this chapter, the following words and terms are defined as follows:

BEDROOM: A habitable room within a dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen, dining room, or living room.

DWELLING UNIT: A residential building or portion thereof intended for occupancy by one or more persons with facilities for living, sleeping, cooking and eating, but not including hotels, motels, nursing homes, tents, seasonal cabins, boarding or rooming houses, motor homes, or travel trailers.

OFF-STREET PARKING SPACE: An area within the permitted short-term rental property or within a building on the short-term rental property intended for the parking of a passenger vehicle.

OWNER: The fee owner of the building containing a short-term rental unit, as listed on the records of the Dakota County Property and Taxation Services.

PRIMARY RESIDENCE: A dwelling unit occupied by the same person or persons for more than six (6) months per calendar year.

REMUNERATION: Compensation, money, or other considerations given in return for occupancy, possession, or use of real property.

RENT OR RESERVATION FEE: The remuneration charged for the temporary occupancy of a home rental unit.

RENTAL MANAGEMENT: A person, enterprise, or agency representing the owner of the short-term rental dwelling or unit to serve as the primary contact for the city.

RESIDENTIAL RENTAL: Any building, or one (1) or more portions thereof, occupied or intended to be occupied for residential purposes.

SHORT-TERM RENTAL (ACCESSORY USE): A dwelling unit which is the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for remuneration.

SHORT-TERM RENTAL (PRINCIPAL USE): A dwelling unit which is not the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for remuneration.

TRANSIENT: Any person who, at their own expense or at the expense of another, exercises, or is entitled to, temporary occupancy or temporary possession, by reason of any rental agreement, concession, permit, right of access, or any other type of agreement.

ZONING ADMINSTRATOR: The person designated by the City Administrator to be the Zoning Administrator for the City of Lakeville.

9-10-3: APPLICATION:

- A. This chapter applies to any dwelling unit or portion of a dwelling unit proposed to be used as a residential rental for a period of thirty-one (31) consecutive calendar days or less herein defined as a short-term rental.
- B. All other residential rental dwelling units other than those defined by section 9-10-3.A of this title shall be subject to the provisions of title 9, chapter 9 of this code.

9-10-4: PERMIT REQUIRED:

- A. The short-term rental of any dwelling unit, or advertisement of a dwelling unit for short-term rental, shall be prohibited unless a permit authorizing short-term rental has been approved in accordance with this Chapter.

- B. Rental of all or a portion of a dwelling unit as a short-term rental by a homeowner to any transient is allowed as provided by this section following issuance of a short-term rental permit.

9-10-5: PROCEDURE:

- A. Form. Application for a short-term rental permit shall be filed by the property owner or local management with the Zoning Administrator on forms to be provided by the city and shall include the following information:
1. The name, address, telephone number, and email of the short-term rental property owner and rental management;
 2. The name, address, telephone number, and email of the person completing the registration form;
 3. The address of the short-term rental property.
 4. For short-term rental as an accessory use, the name, address, telephone number, and email of the person using the property as a primary residence, along with proof of occupancy (such as but not limited to proof of homestead tax status or a lease agreement).
- B. Fee. The application shall be accompanied by a fee as established by city council resolution. The annual fee is non-refundable.
- C. Zoning Administrator. The Zoning Administrator or their designee shall review the application and related materials and shall determine whether the proposal is in compliance with all applicable evaluation criteria, codes, ordinances, and applicable performance standards set forth in this title and the city code.
- D. Incomplete Application. In cases where the application is judged to be incomplete, the Zoning Administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.
- E. Term. Issuance of a short-term rental permit shall authorize use of the property as a short-term rental in accordance with the following schedules:
1. A short-term rental permit issued between January 1 and October 31 of any given calendar year shall expire at midnight on December 31 of that same calendar year.
 2. A short-term rental permit issued between November 1 and December 31 of any given calendar year shall authorize use of the property as a short-term rental through December 31 of the following calendar year.

- F. Renewal. The renewal of a short-term rental permit shall be processed in the same manner as the initial application, unless said permit has been suspended or revoked in accordance with section 9-10-8 of this title.
- G. Number of Permits Limited. No property owner shall be issued more than two (2) short-term rental permits within the city, no more than one (1) of which may be for short-term rental (principal use).
- H. Permit Transfer. A short-term rental permit is non-transferable and may not be assigned to another person or premises, including, but not limited to, any successor in title to ownership of the short-term rental or upon lease of the short-term rental to a person or persons for a period longer than thirty-one (31) consecutive days.

9-10-6: GENERAL PROVISIONS:

A. Property Owner Consent:

1. All property owners as identified on Dakota county property records shall agree to operate the property as a short-term rental and must sign the short-term rental permit application.
2. The Zoning Administrator shall be notified of any changes in ownership during the term of a short-term rental permit.

B. Certification of Taxes:

1. Prior to approving an application for a short-term rental permit, the property owner shall provide certification to the city that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the interim use permit application relates.
2. The property owner shall pay all federal, state and local taxes, including local lodging tax as required by title 3, chapter 17 of this code during the short-term rental permit term.

C. Compliance. The short-term rental property shall be in compliance with all city, county, and state codes, laws, and regulations in order to be eligible for a short-term rental permit including, but not limited to, exterior maintenance of the structure, yard, access, and off-street parking areas.

D. Rental Management:

1. Each short-term rental property owner shall appoint rental management upon whom the city may lawfully serve notices pertaining to the administration of this or any other chapter of the city code or state or federal law, service of which shall be as effective as if made upon such residential rental property owner.
2. The short-term property owner may serve as the rental management, provided they reside or maintain a business office within Minnesota.

3. The designated rental management shall be able to respond to matters regarding the condition, operation, or conduct of the short-term rental or needs or behavior of transient guests of a short-term rental at the property.

E. Inspection. Property owner and rental management shall agree that the Zoning Administrator or their designee have permission to access exterior areas of the property when responding to a reported violation of the standards in this section, in order to ascertain if a violation has occurred.

9-10-7: PERFORMANCE STANDARDS: The following performance standards shall apply to all short-term rentals:

A. Advertising. Listings advertising a property's availability for rent or reservation fee shall state the assigned city permit number, maximum occupancy permitted, and the maximum number of vehicles that may be legally parked within off-street parking spaces on the property.

B. Occupancy:

1. A minimum of one (1) transient of a short-term rental must be an adult eighteen (18) years of age or older.

2. The maximum number of overnight occupants, including permanent occupants of the property if they are present, is limited to two (2) adults per bedroom, plus their dependent children.

C. Dwelling Requirements:

1. There shall be a minimum of one (1) bedroom within the short-term rental dwelling unit and all bedrooms must be located within the principal building.

2. There shall be no change in the exterior appearance of principal or accessory buildings, or premises, or any other visible evidence of the conduct of a short-term rental, except that additional off-street parking as required by this chapter may be provided and appropriate signage designating such.

D. Off-Street Parking:

1. Use of off-street parking spaces by transient vehicles within the short-term rental property shall be limited to passenger vehicles in accordance with Section 11-19-7.F.3 of this code.

2. All transient vehicles shall be parked within the garage or upon a driveway surface(s) that complies with the design requirements of section 11-19-7.I of this code within the short-term rental property.

3. Transient vehicle parking accessory to the short-term rental use shall not be parked upon public streets between the hours of 2:00 a.m. to 6:00 a.m and shall not obstruct traffic within the public street, visibility at intersections, or access to fire hydrants, mailboxes, or neighboring properties at any time.

E. Waste:

1. The property owner shall maintain a contract for waste collection services as required by section 4-2-2 of this code.
2. An appropriate number of waste containers shall be provided to accommodate the amount of trash and recycling generated by the short-term rental, but not less than one (1) container for mixed municipal solid waste and one (1) container for recyclable waste;
3. Waste shall not be stored outside of approved containers and all waste containers shall be stored within the garage, except on the day of collection.

F. Outdoor Use. No special events, loud parties, camping, fireworks, or discharge of firearms is allowed.

G. Noise. Noise shall not carry beyond property lines and shall be subject to section 4-1-4 of this code, including reduced noise levels between 10:00 p.m. and 7:00 a.m.

I. Disclosures. The following information shall be posted in a conspicuous location near the home's front entrance:

1. Phone number(s) contact info for the short-term rental property owner or rental management at which they will be accessible twenty-four (24) hours each day.
2. The Good Neighbor Brochure provided by the city.

9-10-8: SUSPENSION AND REVOCATION: Any short-term rental found to be out of compliance with the general provisions and performance standards of this chapter or any other provision of this code violations shall be subject to permit suspension or revocation.

A First Offense. Upon determining a short-term rental property is out of compliance with any provision of this chapter or any city code violations, the permittee shall be ordered by Zoning Administrator to correct the violation and take any/all appropriate actions necessary to prevent further violations.

B. Second Offense. Upon determining that a second offense has occurred within three hundred sixty-five (365) days of an initial offense, the permittee shall be ordered by the Zoning Administrator to correct the violation and take any/all appropriate actions necessary to prevent further violations.

- C. Third Offense. Upon determining that a third offense has occurred within one hundred eighty (180) days of the second offense, the permit shall be immediately suspended and directed to the Zoning Administrator or their designee for reinstatement, amendment, or revocation.
- D. Revocation. The Zoning Administrator may, after a third offense, upon making a finding that the short-term rental property is and continues to be in violation of this title or other provisions of this code, revoke a short-term rental license.
- E. Reapplication. Revocation of a short-term home rental permit by the city will prohibit the property owner's ability to reapply for a permit until after three hundred sixty-five (365) calendar days have passed from the date of revocation.
- F. Appeals:
1. An appeal from an administrative order or suspension by the Zoning Administrator related to a first, second, or third violation offense or a revocation of a rental permit shall be filed by the property owner or local management agreement with the Zoning Administrator within ten (10) days after the making of the order or suspension.
 2. The Zoning Administrator shall prepare technical reports when appropriate and shall provide general assistance in preparing a recommendation on the appeal to the city council.
 3. City Council Action:
 - a. An appeal of an administrative order or suspension related to a first, second, or third violation or suspension shall be heard by the City Council at its next regular meeting.
 - b. Revocation Appeals:
 - (1) Upon receipt of an appeal application for a revocation, the Zoning Administrator shall notify the short-term rental permit holder, in writing, of the violations triggering the revocation, and the date upon which a public hearing will be held by the city council to consider the appeal.
 - (2) Notice of said hearing shall consist of description of request and property location published in the official newspaper and written notification of said hearing mailed to the short-term rental property owner and all owners of land within five hundred feet (500') of the boundary of the property in question at least ten (10) days prior to the hearing.
 - (3) Failure of a property owner to receive said notice shall not invalidate any such proceedings as set forth within this section.

- (4) The short-term rental property owner or local management shall appear before the city council in order to answer questions concerning the appeal request.
- (5) Upon receiving the report of the Zoning Administrator and conducting the public hearing, the city council shall make recorded findings of fact and may reinstate the permit, impose any condition it considers necessary to protect the public health, safety and welfare or revoke the permit.
- 4. An appeal stays all proceedings and the furtherance of the action being appealed unless it is certified to the city council, after the notice of appeal is filed, that by reason of facts stated in the certificate a stay would cause imminent peril to life and property.
- 5. The Zoning Administrator shall serve a copy of the final order of the city council upon the short-term rental property owner by mail.
- 6. All decisions made by the city regarding an appeal shall be final, except that any aggrieved person shall have the right to appeal within thirty (30) days after delivery of the decision to the appellant, to the District Court in Dakota County. Any person seeking judicial review under this chapter must serve the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.

9-10-9: ENFORCEMENT:

- A. An owner, operator, tenant, or occupant of any building or property in violation of the provisions of this chapter or any city code violations may be charged and found guilty of a misdemeanor and may be held responsible for the cost of enforcement in addition to penalties.
- B. The City may exercise any and all remedies at law or in equity to ensure compliance. All unpaid costs, charges, and penalties may be certified to the property for collection with the property taxes.

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Section 2. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE LAKEVILLE CITY CODE REGULATING SHORT-TERM RENTALS

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section Title 9 of the City Code (Building Regulations) is hereby amended to include the following chapter:

**CHAPTER 10
SHORT-TERM RENTALS**

- 9-10-1: Purpose
- 9-10-2: Definitions
- 9-10-3: Application
- 9-10-4: Permit Required
- 9-10-5: Procedure
- 9-10-6: General Provisions
- 9-10-7: Performance Standards
- 9-10-8: Suspension and Revocation
- 9-10-9: Enforcement

9-10-1: PURPOSE: The City of Lakeville is committed to maintaining the quality of life of its residents and has a compelling interest in protecting the character of its residential neighborhoods. The rental of homes for temporary residential occupancy is a commercial activity, and when not properly managed, short-term rentals have the capacity to generate noise, traffic, and trash beyond what is typically present in a residential neighborhood creating a public nuisance. The purpose of this chapter is to ensure that the short-term rental of a permitted dwelling unit is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhood, an influence that fosters blight and deterioration, or creates a disincentive to reinvest in the community.

9-10-2: DEFINITIONS: For the purpose of this chapter, the following words and terms are defined as follows:

BEDROOM: A habitable room within a dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen, dining room, or living room.

DWELLING UNIT: A residential building or portion thereof intended for occupancy by one or more persons with facilities for living, sleeping, cooking and eating, but not including hotels, motels, nursing homes, tents, seasonal cabins, boarding or rooming houses, motor homes, or travel trailers.

OFF-STREET PARKING SPACE: An area within the permitted short-term rental property or within a building on the short-term rental property intended for the parking of a passenger vehicle.

OWNER: The fee owner of the building containing a short-term rental unit, as listed on the records of the Dakota County Property and Taxation Services.

PRIMARY RESIDENCE: A dwelling unit occupied by the same person or persons for more than six (6) months per calendar year.

REMUNERATION: Compensation, money, or other considerations given in return for occupancy, possession, or use of real property.

RENT OR RESERVATION FEE: The remuneration charged for the temporary occupancy of a home rental unit.

RENTAL MANAGEMENT: A person, enterprise, or agency representing the owner of the short-term rental dwelling or unit to serve as the primary contact for the city.

RESIDENTIAL RENTAL: Any building, or one (1) or more portions thereof, occupied or intended to be occupied for residential purposes.

SHORT-TERM RENTAL (ACCESSORY USE): A dwelling unit which is the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for remuneration.

SHORT-TERM RENTAL (PRINCIPAL USE): A dwelling unit which is not the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for remuneration.

TRANSIENT: Any person who, at their own expense or at the expense of another, exercises, or is entitled to, temporary occupancy or temporary possession, by reason of any rental agreement, concession, permit, right of access, or any other type of agreement.

ZONING ADMINISTRATOR: The person designated by the City Administrator to be the Zoning Administrator for the City of Lakeville.

9-10-3: APPLICATION:

- A. This chapter applies to any dwelling unit or portion of a dwelling unit proposed to be used as a residential rental for a period of thirty-one (31) consecutive calendar days or less herein defined as a short-term rental.
- B. All other residential rental dwelling units other than those defined by section 9-10-3.A of this title shall be subject to the provisions of title 9, chapter 9 of this code.

9-10-4: PERMIT REQUIRED:

- A. The short-term rental of any dwelling unit, or advertisement of a dwelling unit for short-term rental, shall be prohibited unless a permit authorizing short-term rental has been approved in accordance with this Chapter.

- B. Rental of all or a portion of a dwelling unit as a short-term rental by a homeowner to any transient is allowed as provided by this section following issuance of a short-term rental permit.

9-10-5: PROCEDURE:

- A. Form. Application for a short-term rental permit shall be filed by the property owner or local management with the Zoning Administrator on forms to be provided by the city and shall include the following information:
 - 1. The name, address, telephone number, and email of the short-term rental property owner and rental management;
 - 2. The name, address, telephone number, and email of the person completing the registration form;
 - 3. The address of the short-term rental property.
 - 4. For short-term rental as an accessory use, the name, address, telephone number, and email of the person using the property as a primary residence, along with proof of occupancy (such as but not limited to proof of homestead tax status or a lease agreement).
- B. Fee. The application shall be accompanied by a fee as established by city council resolution. The annual fee is non-refundable.
- C. Zoning Administrator. The Zoning Administrator or their designee shall review the application and related materials and shall determine whether the proposal is in compliance with all applicable evaluation criteria, codes, ordinances, and applicable performance standards set forth in this title and the city code.
- D. Incomplete Application. In cases where the application is judged to be incomplete, the Zoning Administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.
- E. Term. Issuance of a short-term rental permit shall authorize use of the property as a short-term rental in accordance with the following schedules:
 - 1. A short-term rental permit issued between January 1 and October 31 of any given calendar year shall expire at midnight on December 31 of that same calendar year.
 - 2. A short-term rental permit issued between November 1 and December 31 of any given calendar year shall authorize use of the property as a short-term rental through December 31 of the following calendar year.

- F. Renewal. The renewal of a short-term rental permit shall be processed in the same manner as the initial application, unless said permit has been suspended or revoked in accordance with section 9-10-8 of this title.
- G. Number of Permits Limited. No property owner shall be issued more than two (2) short-term rental permits within the city, no more than one (1) of which may be for short-term rental (principal use).
- H. Permit Transfer. A short-term rental permit is non-transferable and may not be assigned to another person or premises, including, but not limited to, any successor in title to ownership of the short-term rental or upon lease of the short-term rental to a person or persons for a period longer than thirty-one (31) consecutive days.

9-10-6: GENERAL PROVISIONS:

- A. Property Owner Consent:
 - 1. All property owners as identified on Dakota county property records shall agree to operate the property as a short-term rental and must sign the short-term rental permit application.
 - 2. The Zoning Administrator shall be notified of any changes in ownership during the term of a short-term rental permit.
- B. Certification of Taxes:
 - 1. Prior to approving an application for a short-term rental permit, the property owner shall provide certification to the city that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the interim use permit application relates.
 - 2. The property owner shall pay all federal, state and local taxes, including local lodging tax as required by title 3, chapter 17 of this code during the short-term rental permit term.
- C. Compliance. The short-term rental property shall be in compliance with all city, county, and state codes, laws, and regulations in order to be eligible for a short-term rental permit including, but not limited to, exterior maintenance of the structure, yard, access, and off-street parking areas.
- D. Rental Management:
 - 1. Each short-term rental property owner shall appoint rental management upon whom the city may lawfully serve notices pertaining to the administration of this or any other chapter of the city code or state or federal law, service of which shall be as effective as if made upon such residential rental property owner.
 - 2. The short-term property owner may serve as the rental management, provided they reside or maintain a business office within Minnesota.

3. The designated rental management shall be able to respond to matters regarding the condition, operation, or conduct of the short-term rental or needs or behavior of transient guests of a short-term rental at the property.
- E. Inspection. Property owner and rental management shall agree that the Zoning Administrator or their designee have permission to access exterior areas of the property when responding to a reported violation of the standards in this section, in order to ascertain if a violation has occurred.

9-10-7: PERFORMANCE STANDARDS: The following performance standards shall apply to all short-term rentals:

- A. Advertising. Listings advertising a property's availability for rent or reservation fee shall state the assigned city permit number, maximum occupancy permitted, and the maximum number of vehicles that may be legally parked within off-street parking spaces on the property.
- B. Occupancy:
 1. A minimum of one (1) transient of a short-term rental must be an adult eighteen (18) years of age or older.
 2. The maximum number of overnight occupants, including permanent occupants of the property if they are present, is limited to two (2) adults per bedroom, plus their dependent children.
- C. Dwelling Requirements:
 1. There shall be a minimum of one (1) bedroom within the short-term rental dwelling unit and all bedrooms must be located within the principal building.
 2. There shall be no change in the exterior appearance of principal or accessory buildings, or premises, or any other visible evidence of the conduct of a short-term rental, except that additional off-street parking as required by this chapter may be provided and appropriate signage designating such.
- D. Off-Street Parking:
 1. Use of off-street parking spaces by transient vehicles within the short-term rental property shall be limited to passenger vehicles in accordance with Section 11-19-7.F.3 of this code.
 2. All transient vehicles shall be parked within the garage or upon a driveway surface(s) that complies with the design requirements of section 11-19-7.I of this code within the short-term rental property.

3. Transient vehicle parking accessory to the short-term rental use shall not be parked upon public streets between the hours of 2:00 a.m. to 6:00 a.m and shall not obstruct traffic within the public street, visibility at intersections, or access to fire hydrants, mailboxes, or neighboring properties at any time.
- E. Waste:
1. The property owner shall maintain a contract for waste collection services as required by section 4-2-2 of this code.
 2. An appropriate number of waste containers shall be provided to accommodate the amount of trash and recycling generated by the short-term rental, but not less than one (1) container for mixed municipal solid waste and one (1) container for recyclable waste;
 3. Waste shall not be stored outside of approved containers and all waste containers shall be stored within the garage, except on the day of collection.
- F. Outdoor Use. No special events, loud parties, camping, fireworks, or discharge of firearms is allowed.
- G. Noise. Noise shall not carry beyond property lines and shall be subject to section 4-1-4 of this code, including reduced noise levels between 10:00 p.m. and 7:00 a.m.
- I. Disclosures. The following information shall be posted in a conspicuous location near the home's front entrance:
1. Phone number(s) contact info for the short-term rental property owner or rental management at which they will be accessible twenty-four (24) hours each day.
 2. The Good Neighbor Brochure provided by the city.

9-10-8: SUSPENSION AND REVOCATION: Any short-term rental found to be out of compliance with the general provisions and performance standards of this chapter or any other provision of this code violations shall be subject to permit suspension or revocation.

- A First Offense. Upon determining a short-term rental property is out of compliance with any provision of this chapter or any city code violations, the permittee shall be ordered by Zoning Administrator to correct the violation and take any/all appropriate actions necessary to prevent further violations.
- B. Second Offense. Upon determining that a second offense has occurred within three hundred sixty-five (365) days of an initial offense, the permittee shall be ordered by the Zoning Administrator to correct the violation and take any/all appropriate actions necessary to prevent further violations.

- C. Third Offense. Upon determining that a third offense has occurred within one hundred eighty (180) days of the second offense, the permit shall be immediately suspended and directed to the Zoning Administrator or their designee for reinstatement, amendment, or revocation.
- D. Revocation. The Zoning Administrator may, after a third offense, upon making a finding that the short-term rental property is and continues to be in violation of this title or other provisions of this code, revoke a short-term rental license.
- E. Reapplication. Revocation of a short-term home rental permit by the city will prohibit the property owner's ability to reapply for a permit until after three hundred sixty-five (365) calendar days have passed from the date of revocation.
- F. Appeals:
 - 1. An appeal from an administrative order or suspension by the Zoning Administrator related to a first, second, or third violation offense or a revocation of a rental permit shall be filed by the property owner or local management agreement with the Zoning Administrator within ten (10) days after the making of the order or suspension.
 - 2. The Zoning Administrator shall prepare technical reports when appropriate and shall provide general assistance in preparing a recommendation on the appeal to the city council.
 - 3. City Council Action:
 - a. An appeal of an administrative order or suspension related to a first, second, or third violation or suspension shall be heard by the City Council at its next regular meeting.
 - b. Revocation Appeals:
 - (1) Upon receipt of an appeal application for a revocation, the Zoning Administrator shall notify the short-term rental permit holder, in writing, of the violations triggering the revocation, and the date upon which a public hearing will be held by the city council to consider the appeal.
 - (2) Notice of said hearing shall consist of description of request and property location published in the official newspaper and written notification of said hearing mailed to the short-term rental property owner and all owners of land within five hundred feet (500') of the boundary of the property in question at least ten (10) days prior to the hearing.
 - (3) Failure of a property owner to receive said notice shall not invalidate any such proceedings as set forth within this section.

- (4) The short-term rental property owner or local management shall appear before the city council in order to answer questions concerning the appeal request.
 - (5) Upon receiving the report of the Zoning Administrator and conducting the public hearing, the city council shall make recorded findings of fact and may reinstate the permit, impose any condition it considers necessary to protect the public health, safety and welfare or revoke the permit.
- 4. An appeal stays all proceedings and the furtherance of the action being appealed unless it is certified to the city council, after the notice of appeal is filed, that by reason of facts stated in the certificate a stay would cause imminent peril to life and property.
- 5. The Zoning Administrator shall serve a copy of the final order of the city council upon the short-term rental property owner by mail.
- 6. All decisions made by the city regarding an appeal shall be final, except that any aggrieved person shall have the right to appeal within thirty (30) days after delivery of the decision to the appellant, to the District Court in Dakota County. Any person seeking judicial review under this chapter must serve the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.

9-10-9: ENFORCEMENT:

- A. An owner, operator, tenant, or occupant of any building or property in violation of the provisions of this chapter or any city code violations may be charged and found guilty of a misdemeanor and may be held responsible for the cost of enforcement in addition to penalties.
- B. The City may exercise any and all remedies at law or in equity to ensure compliance. All unpaid costs, charges, and penalties may be certified to the property for collection with the property taxes.

(remainder of page intentionally blank)

Section 2. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Taylor Snider, Deputy City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-46-13.E the City Code (Zoning Ordinance – AP District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~E. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~

~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 2. Section 11-47-11.E the City Code (Zoning Ordinance – RA District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~E. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~

~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 3. Section 11-50-11.G the City Code (Zoning Ordinance – RS-1 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 4. Section 11-51-11.G the City Code (Zoning Ordinance – RS-2 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 5. Section 11-52-11.G the City Code (Zoning Ordinance – RS-3 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 6. Section 11-53-11.G the City Code (Zoning Ordinance – RS-4 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G. Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~

2. ~~There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 7. Section 11-54-11.F the City Code (Zoning Ordinance – RS-CBD District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

F. ~~Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

1. ~~The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
2. ~~There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 8. Section 11-55-11.F the City Code (Zoning Ordinance – RSMH District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

F. ~~Renting of rooms within an owner occupied single family dwelling to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

1. ~~The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
2. ~~There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 9. Section 11-56-11.G the City Code (Zoning Ordinance – RST-1 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

G. ~~Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

1. ~~The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
2. ~~There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 10. Section 11-57-11.G the City Code (Zoning Ordinance – RST-2 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G.—— Renting of rooms within an owner occupied dwelling unit to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1.—— The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2.—— There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 11. Section 11-58-13.G the City Code (Zoning Ordinance – RM-1 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G.—— Renting of rooms within an owner occupied single family dwelling to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1.—— The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2.—— There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 12. Section 11-59-13.G the City Code (Zoning Ordinance – RM-2 District; Uses by Administrative Permit) is hereby repealed it its entirety with subsequent sections renumbered accordingly:

~~G.—— Renting of rooms within an owner occupied single family dwelling to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

- ~~1.—— The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
- ~~2.—— There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 13. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AMENDING TITLE 9
OF THE LAKEVILLE CITY CODE**

This ordinance amends Title 9 of the Lakeville City Code. An amendment has been made to add chapter 10.

Title 9, Chapter 10 (Short-Term Rentals)

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 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk

SUMMARY ORDINANCE NO.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AMENDING TITLE 11
OF THE LAKEVILLE CITY CODE**

This ordinance amends Title 11 of the Lakeville City Code. An amendment has been made to the following chapters of the Lakeville City Code:

Title 11 (Zoning)

- 11-46-13: AP, Agriculture Preserve District
- 11-47-11: RA, Rural/Agriculture District
- 11-50-11: RS-1, Single- Family Residential District
- 11-51-11: RS-2, Single-Family Residential District
- 11-52-11: RS-3, Single-Family Residential District
- 11-53-11: RS-4, Single-Family Residential District
- 11-54-11: RS-CBD, Single-Family Residential Central Business District
- 11-55-11: RSMH, Single-Family Residential Manufactured Home Park District
- 11-56-11: RST-1, Single and Two-Family Residential District
- 11-57-11: RST-2, Single and Two-Family Residential District
- 11-58-11: RM-1, Medium Density Residential District
- 11-59-11: RM-2, Medium Density Residential District

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 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 2/17/2026

2026 Fee Schedule Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution amending the 2026 fee schedule to include short-term rental application fees.

Overview

Upon adoption of the short-term rental ordinance, updates to the 2026 fee schedule are necessary to include the annual and renewal fees. A resolution has been prepared to amend the fee schedule to add short-term rental fees, including the initial application fee of \$100 and annual renewal of \$50.

Supporting Information

1. Resolution Amending the 2026 Fee Schedule - Short Term Rental Fees

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Tina Goodroad, Community Development Director
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION AMENDING THE 2026 FEE SCHEDULE TO
INCLUDE SHORT-TERM RENTAL APPLICATION FEES**

WHEREAS, the City of Lakeville has adopted Ordinance No. _ regulating short-term rentals;
and

WHEREAS, the City of Lakeville desires to incorporate short-term rental application fees into
the 2026 Fee Schedule to recover administrative costs and ensure safe and lawful operations;
and

WHEREAS, all short-term applications shall be administratively reviewed and approved by City
staff;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville,
Minnesota, that the 2026 Fee Schedule is hereby amended to include the following short-term
application fees, effective immediately:

Short-Term Rental Registration Fees:

Initial Application	\$100	Applies to first-time short-term rental application with the City
Annual Renewal	\$50	Annual renewal for continued operation

BE IT FURTHER RESOLVED that staff is authorized to administer the collection and
processing of these fees in accordance with applicable state and local regulations.

ADOPTED by the Lakeville City Council this 17th day of February 2026.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Taylor Snider, Deputy Clerk



Date: 2/17/2026

Public Hearing for Vacation of Right-of -Way from the Deer Park Plat and Dedication of Easements

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution vacating right-of-way from the Deer Park Plat and dedication easements.

Overview

The property owner at 16535 Laigle Avenue has requested the City vacate the perimeter right-of-way surrounding the property. This action requires a public hearing to consider the vacation of the right-of-way. The Deer Park Plat was recorded in 1887 and the City does not have any public infrastructure within the plat. The City has no current or future need for this right-of-way and finds the request acceptable.

In conjunction with the proposed vacation, staff has worked with the property owner to dedicate road easements along Laigle Avenue. Currently, Laigle Avenue does not have a formal road easement over much of the area where the roadway was constructed.

Supporting Information

1. Resolution Vacating Rights-of-Way

Financial Impact: \$ NA Budgeted: No Source: NA Envision Lakeville Community Values: Design that connects the Community Report Completed by: Paul Oehme, Public Works Director

(Reserved for recording)

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION VACATING DEDICATED RIGHTS-OF-WAY

WHEREAS, pursuant to Minnesota Statutes Section 412.851, after two (2) weeks published notice of the hearing and after mailing written notice of the hearing at least ten (10) days before the hearing to each property owner affected by the proposed vacation, the Lakeville City Council has conducted a hearing to consider the vacation of the dedicated rights-of-way of legally described on the attached Exhibit “A” and depicted in Exhibit “B” (the “Easements”); and

WHEREAS, following the hearing and consideration of the proposed vacation of the Easements the City Council has determined the Easements are not needed for public purposes, provided that the easements attached hereto as Exhibits “C”, “D” and “E” are granted to the City and recorded simultaneously with this Resolution (“Additional Easements”).

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

1. The Easements legally described on the attached Exhibit A and depicted in Exhibit B are hereby vacated subject to the Additional Easements being granted to the City and recorded simultaneously with this Resolution.
2. The vacation shall not affect the authority of any person, corporation, or municipality owning or controlling the electric or telephone poles and lines, gas lines, sanitary and storm sewer lines, water pipes, mains, hydrants, and natural drainage areas thereon or thereunder, to continue to maintain the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereof.
3. The City Clerk is directed to file a certified copy of this Resolution with the Dakota County Recorder subject to the condition identified in Section 1 of this Resolution.

ADOPTED by the Lakeville City Council this 17th day of February, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

I hereby certify that the foregoing Resolution No. 26-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 17th day of February, 2026 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(seal)

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000

EXHIBIT A

EASEMENTS TO BE VACATED

That part of Pearl Street, as delineated and dedicated, in Deer Park Addition to South Saint Paul, according to the recorded plat thereof, lying northerly of the centerline of Walnut Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its easterly extension; and lying southerly of the westerly extension of the southerly right-of-way line of Laigle Avenue, as delineated and dedicated, in SWAN ADDITION, according to the recorded plat thereof, all in Dakota County, Minnesota.

AND

The North Half of Walnut Street, as delineated and dedicated, in Deer Park Addition to South Saint Paul, according to the recorded plat thereof, lying easterly of the centerline of Central Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its southerly extension; and lying westerly of the easterly right-of-way line of Pearl Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its extension across said Walnut Street, all in Dakota County, Minnesota.

AND

The East Half of Central Street, as delineated and dedicated, in Deer Park Addition to South Saint Paul, according to the recorded plat thereof, lying northerly of the centerline of Walnut Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its westerly extension; and lying southerly of the northerly right-of-way line of Vine Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its extensions across said Central Street, all in Dakota County, Minnesota.

AND

That part of Vine Street, as delineated and dedicated, in Deer Park Addition to South Saint Paul, according to the recorded plat thereof, lying easterly of the centerline of Central Street, as delineated and dedicated, in said Deer Park Addition to South Saint Paul, and its northerly extension; and lying westerly of the following described line and its extensions:

Commencing at the northeast corner of Government Lot 3 in Section 2, Township 114 North, Range 21 West of the 5th Principal Meridian; thence on an assumed bearing of South 89 degrees 59 minutes 01 second West along the north line of said Government Lot 3, a distance of 47.24 feet to the point of beginning of the line to be described, thence South 07 degrees 32 minutes 31 seconds East, a distance of 30.26 feet to a point on the north line of Lot 1, Block 1, said Deer Park Addition to South Saint Paul, distant 13.00 feet westerly of, as measured at a right angle, the east line of said Lot 1, and said line there terminating. All in Dakota County, Minnesota.

EXHIBIT B

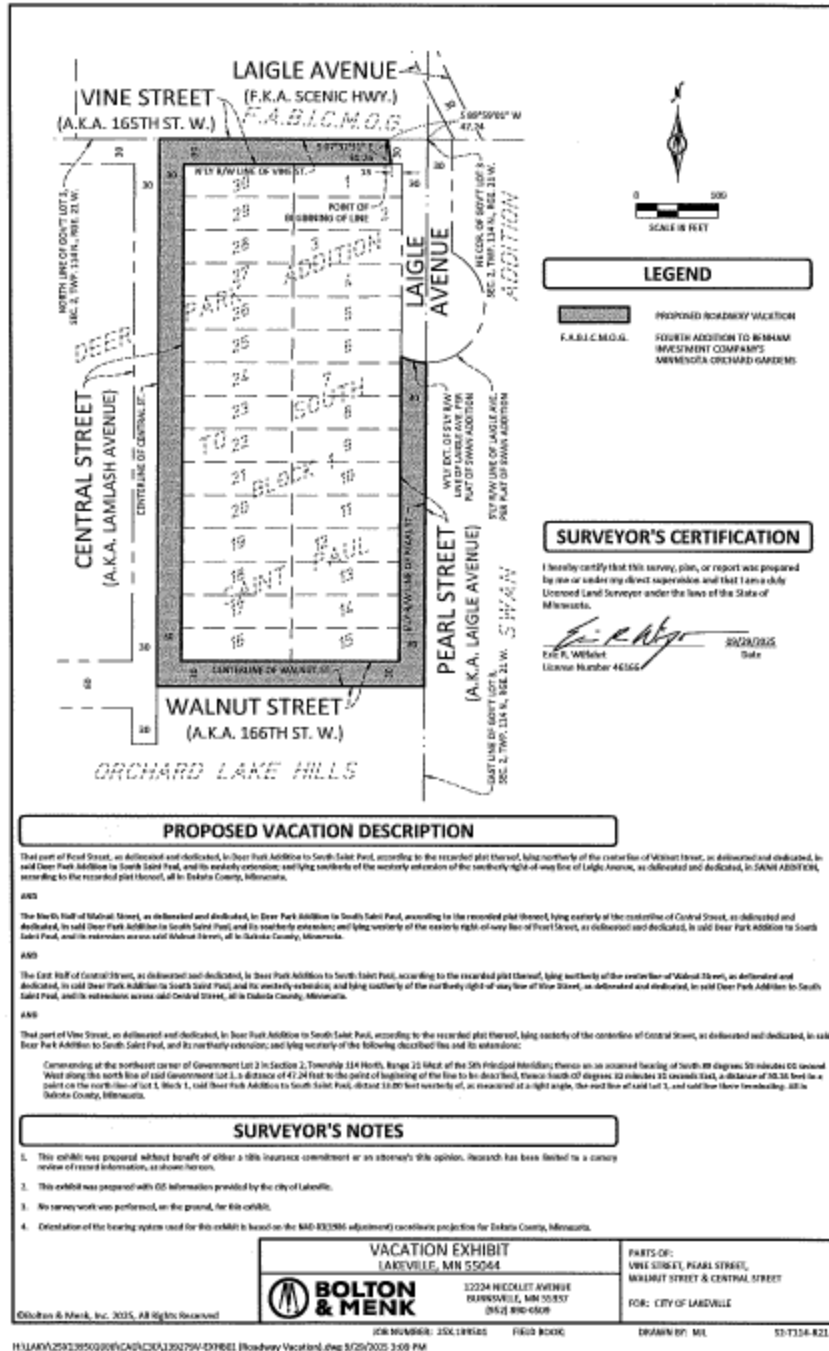


EXHIBIT C

GRANT OF PERMANENT EASEMENT FOR PUBLIC ROADWAY AND DRAINAGE AND UTILITY PURPOSES

DARREN B. SCHMITT AND ELIZABETH M. SCHMITT, married to each other, as joint tenants, hereinafter referred to as "Grantors", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the **CITY OF LAKEVILLE**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public roadway and drainage and utility purposes over, on, across, under and through the land situated in the County of Dakota, State of Minnesota, legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement Premises").

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public roadway and drainage and utility systems over, across, on, under, and through the Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public roadway and drainage and utility systems.

IN TESTIMONY WHEREOF, the Grantors hereto have signed this easement this _____ day of _____, 2025.

GRANTORS:

Darren B. Schmitt

Elizabeth M. Schmitt

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by **Darren B. Schmitt**, spouse to Elizabeth M. Schmitt.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by **Elizabeth M. Schmitt**, spouse to Darren B. Schmitt.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

**EXHIBIT A
TO
GRANT OF PERMANENT EASEMENT**

Easement Description

A perpetual easement for roadway and drainage and utility purposes over, under and across that part of the herein described Parcel A, lying easterly of the following described line and its extensions:

Commencing at the northeast corner of Government Lot 3 in Section 2, Township 114 North, Range 21 West of the 5th Principal Meridian; thence on an assumed bearing of South 89 degrees 59 minutes 01 second West along the north line of said Government Lot 3, a distance of 47.24 feet to the point of beginning of the line to be described, thence North 14 degrees 57 minutes 41 seconds West, a distance of 337.03 feet to the north line of said Parcel A, and said line there terminating.

Parcel A

(Warranty Deed Doc. No. 3229913)

That part of Lot 52, Fourth Addition to Benham Investment Company's Minnesota Orchard Gardens, lying Southwesterly of Scenic Highway, Dakota County, Minnesota.

**EXHIBIT B
TO
GRANT OF PERMANENT EASEMENT**

Easement Depiction

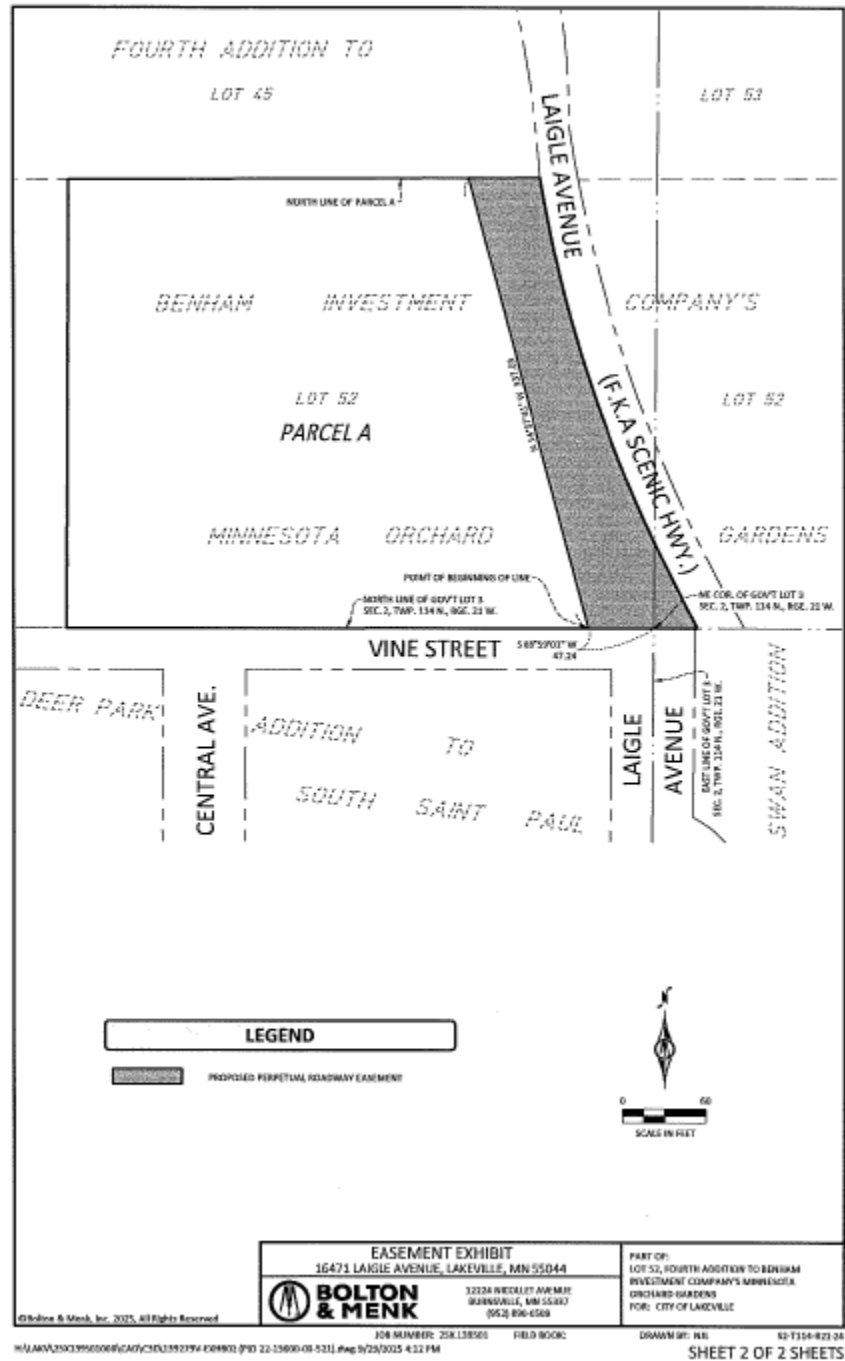


EXHIBIT D

GRANT OF PERMANENT EASEMENT FOR PUBLIC ROADWAY AND DRAINAGE AND UTILITY PURPOSES

DARREN B. SCHMITT AND ELIZABETH M. SCHMITT, married to each other, as joint tenants, hereinafter referred to as "Grantors", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the **CITY OF LAKEVILLE**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public roadway and drainage and utility purposes over, on, across, under and through the land situated in the County of Dakota, State of Minnesota, legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement Premises").

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public roadway and drainage and utility systems over, across, on, under, and through the Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public roadway and drainage and utility systems.

The above-named Grantors, for themselves, their heirs, successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee title of the Easement Premises; that they have the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Easement Premises; and they will indemnify and hold the City harmless for any breach of the foregoing covenants.

IN TESTIMONY WHEREOF, the Grantors hereto have signed this easement this _____ day of _____, 2025.

GRANTORS:

Darren B. Schmitt

Elizabeth M. Schmitt

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by **Darren B. Schmitt**, spouse to Elizabeth M. Schmitt.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by **Elizabeth M. Schmitt**, spouse to Darren B. Schmitt.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

**EXHIBIT A
TO
GRANT OF PERMANENT EASEMENT**

Easement Description

A perpetual easement for roadway purposes over, under and across that part of the herein described Parcel A, described as follows:

Beginning at the northeast corner of said Parcel A; thence on an assumed bearing of South 00 degrees 30 minutes 34 seconds West along the east line of said Parcel A, a distance of 30.90 feet; thence North 22 degrees 23 minutes 11 seconds West, a distance of 33.41 feet to a point on the north line of said Parcel A, distant 13.00 westerly of, as measured at a right angle, said east line; thence North 89 degrees 59 minutes 11 seconds East along the north line of said Parcel A, a distance of 13.00 feet to said point of beginning.

AND

A perpetual easement for roadway purposes over, under and across that part of the herein described Parcel A, described as follows:

Commencing at the northeast corner of said Parcel A; thence on an assumed bearing of South 00 degrees 30 minutes 34 seconds West along the east line of said Parcel A, a distance of 58.33 feet to the point of beginning of the easement to be described; thence southerly a distance of 112.61 feet along a non-tangential curve, concave to the east, having a radius of 56.00 feet, a central angle of 115 degrees 12 minutes 54 seconds, a chord distance of 94.57 feet, and a chord bearing of South 00 degrees 30 minutes 34 seconds West, to the east line of said Parcel A; thence North 00 degrees 30 minutes 34 seconds East along said east line, a distance of 94.57 feet to said point of beginning.

Parcel A

(Certificate of Title No. 115013)

Land situated in the County of Dakota and State of Minnesota

Lots Seven (7) to Twenty four (24) inclusive, Block One (1) all in Deer Park Addition to South Saint Paul, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said County and State.

AND

Lots Three (3), Four (4), Five (5), Six (6), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Block One (1), Deer Park Addition to South Saint Paul, according to the map or plat thereof on file and of record in the office of the Register of Deeds within and for said County and State.

EXHIBIT B
TO
GRANT OF PERMANENT EASEMENT

Easement Depiction

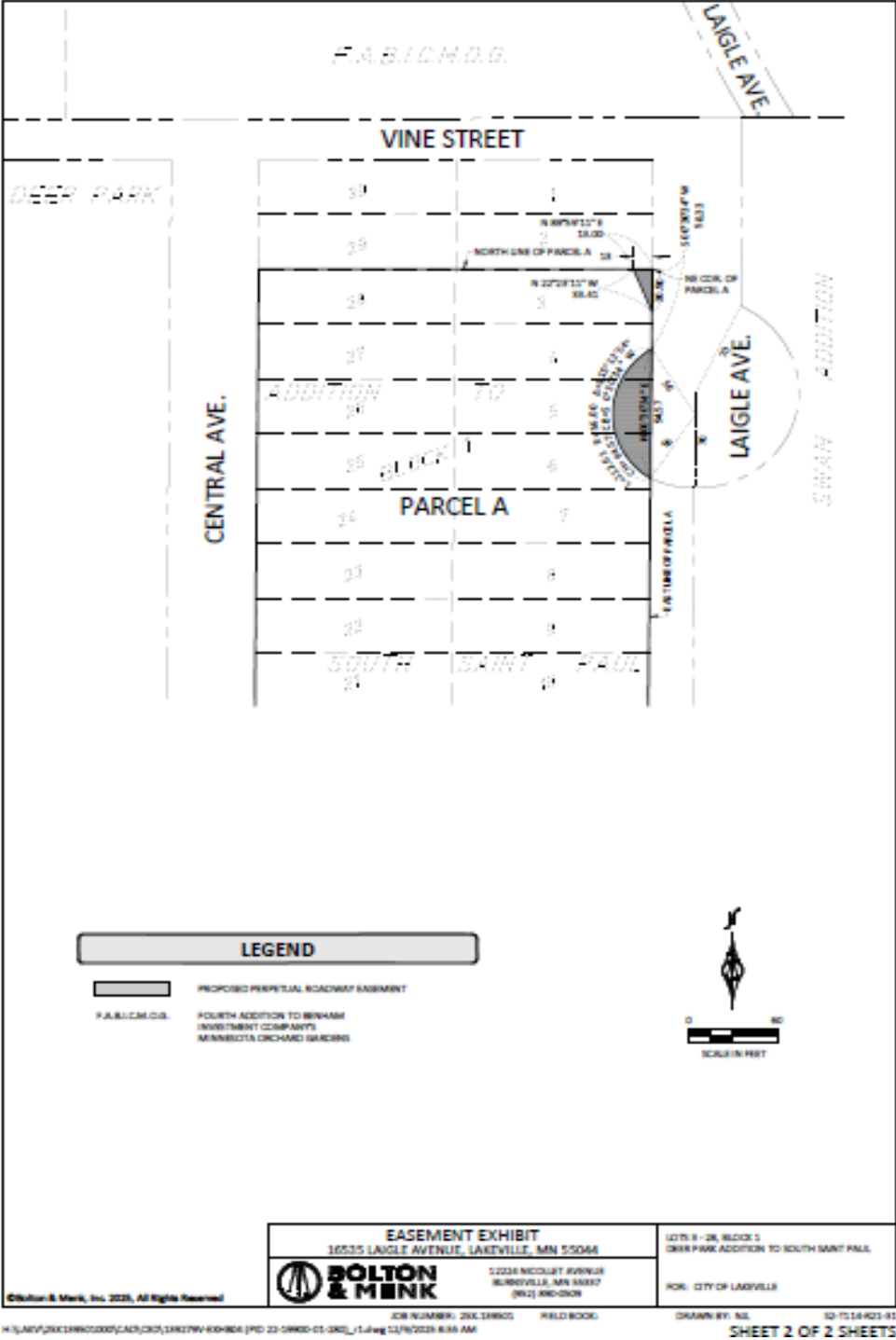


EXHIBIT E

GRANT OF PERMANENT EASEMENT FOR PUBLIC ROADWAY AND DRAINAGE AND UTILITY PURPOSES

DARREN B. SCHMITT AND ELIZABETH M. SCHMITT, married to each other, as joint tenants, hereinafter referred to as "Grantors", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the **CITY OF LAKEVILLE**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public roadway and drainage and utility purposes over, on, across, under and through the land situated in the County of Dakota, State of Minnesota, legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement Premises").

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public roadway and drainage and utility systems over, across, on, under, and through the Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public roadway and drainage and utility systems.

The above-named Grantors, for themselves, their heirs, successors and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee title of the Easement Premises; that they have the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Easement Premises; and they will indemnify and hold the City harmless for any breach of the foregoing covenants.

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The foregoing instrument was acknowledged before me this ____ day of _____,
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Notary Public

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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
GRANT OF PERMANENT EASEMENT**

Easement Description

A perpetual easement for roadway and drainage and utility purposes over, under and across the east 13.00 feet, as measured at a right angle, of Lots 1 and 2, Block 1, Deer Park Addition to South Saint Paul, according to the recorded plat thereof, Dakota County, Minnesota.



Date: 2/17/2026

Cedar Avenue Corridor Land Use and Market Analysis

Proposed Action

Staff recommends adoption of the following motion: No action required

Overview

Community Development staff have been working with a consulting group (TKDA) to evaluate land use along the Cedar Avenue corridor between 185th and 200th Streets. The 2040 Comprehensive Plan identified this area (one half mile on either side of Cedar Avenue) as a special planning district, intended to align land use strategies with the Red Line Bus Rapid Transit (BRT) plan. The Land Use Plan proposed five transit station areas along Cedar Avenue to support the potential extension of the Red Line through Lakeville and increased residential densities of at least eight dwelling units per acre within the broader Cedar Corridor and 20-40 units per acre within a ½-mile radius of the proposed station areas.

With the Red Line BRT no longer included in the Metropolitan Council's Imagine 2050 Transportation Policy Plan, it is necessary to reassess market conditions and determine appropriate land uses along the corridor to guide development in Lakeville's upcoming 2050 Comprehensive Plan.

The market study for this area has been completed, and City staff have conducted a design charrette to develop an updated land use plan. City staff and a TKDA representative met with study area property owners on December 9th and 11th to share the findings and gather feedback. Planning Commission received this report at their meeting on February 5, 2026. These findings and the concept will be used as we continue the process to update the 2050 Comprehensive Plan.

Supporting Information

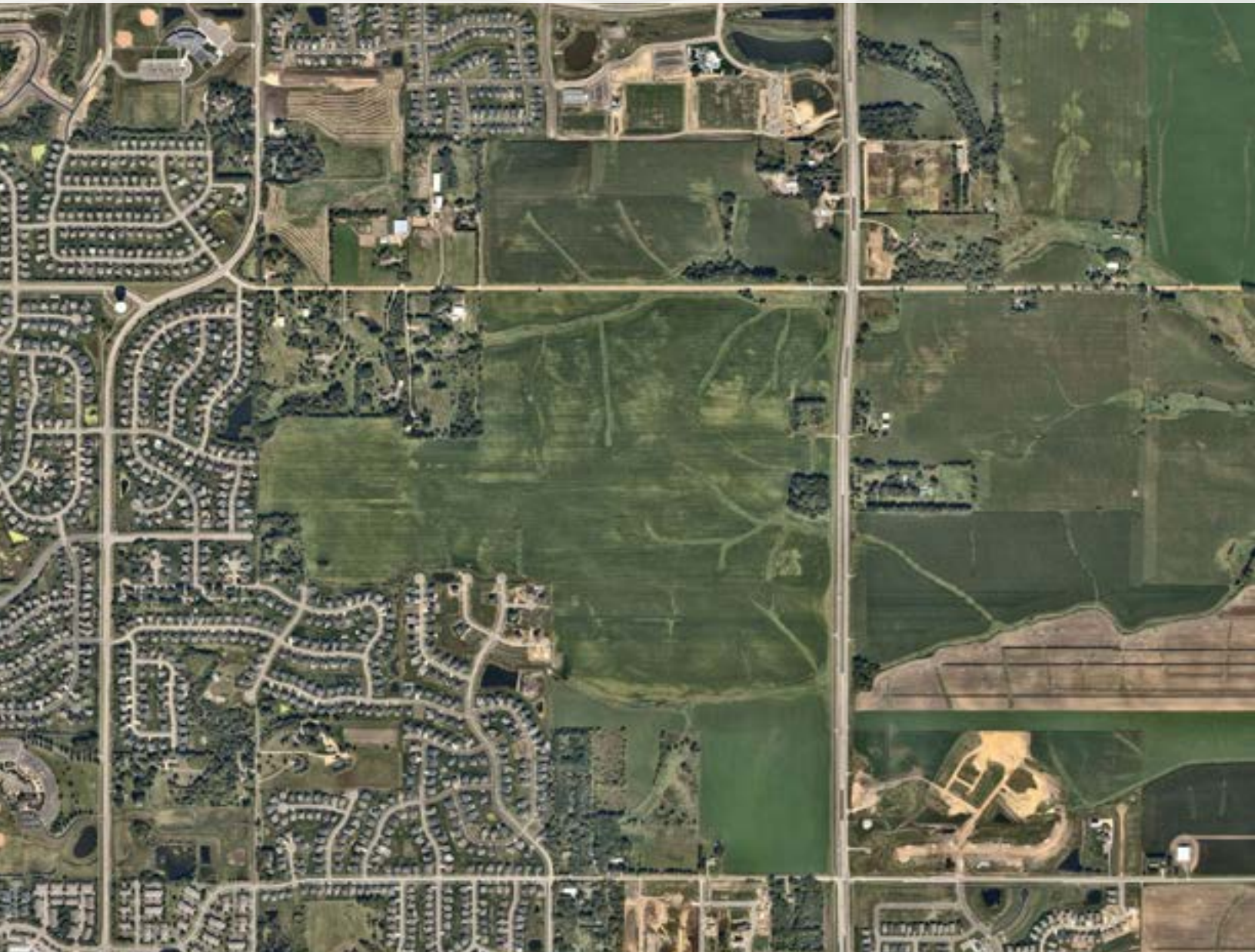
1. Lakeville-Cedar Ave-SAP Final

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director



Cedar Avenue

Land Use & Market Analysis Study



Prepared by



January 2026

Table of Contents

Introduction.....	1
Site Boundary	1
Background	1
Planning Process	2
Existing Conditions Review	3
Transportation and Infrastructure Context	3
Environmental Context	4
Development Context	4
Market Analysis and Context Review	5
Guidance for developing the Small Area Plan includes:	7
Land Use	7
Commercial and Office Development	7
Concept Review and Development Framework	8
Small Area Plan	9
Transportation Network	9
Land Use	10
Phasing	11
Conclusion	11

Introduction

The City of Lakeville developed a Land Use and Market Analysis Plan for the Cedar Avenue corridor between 185th Street and 200th Street. While the City of Lakeville has consistently ranked as the fastest growing city in the Twin Cities metro area, this segment of the community has remained undeveloped. The purpose of this Plan is to understand the market and land use opportunities in this project area to support the City's broader 2050 planning efforts. Ultimately, the study aims to provide a baseline analysis of how the Cedar Avenue site is likely to develop based on current market conditions and develop a stronger understanding of stakeholder goals. The analysis serves as general guidance for land use decisions and sets the stage for comprehensive planning.

Site Boundary

The limits of the study, shown in Figure 1, include 185th Street to the north, 200th Street to the south, Hamburg Avenue to the west, and the City boundary to the east.

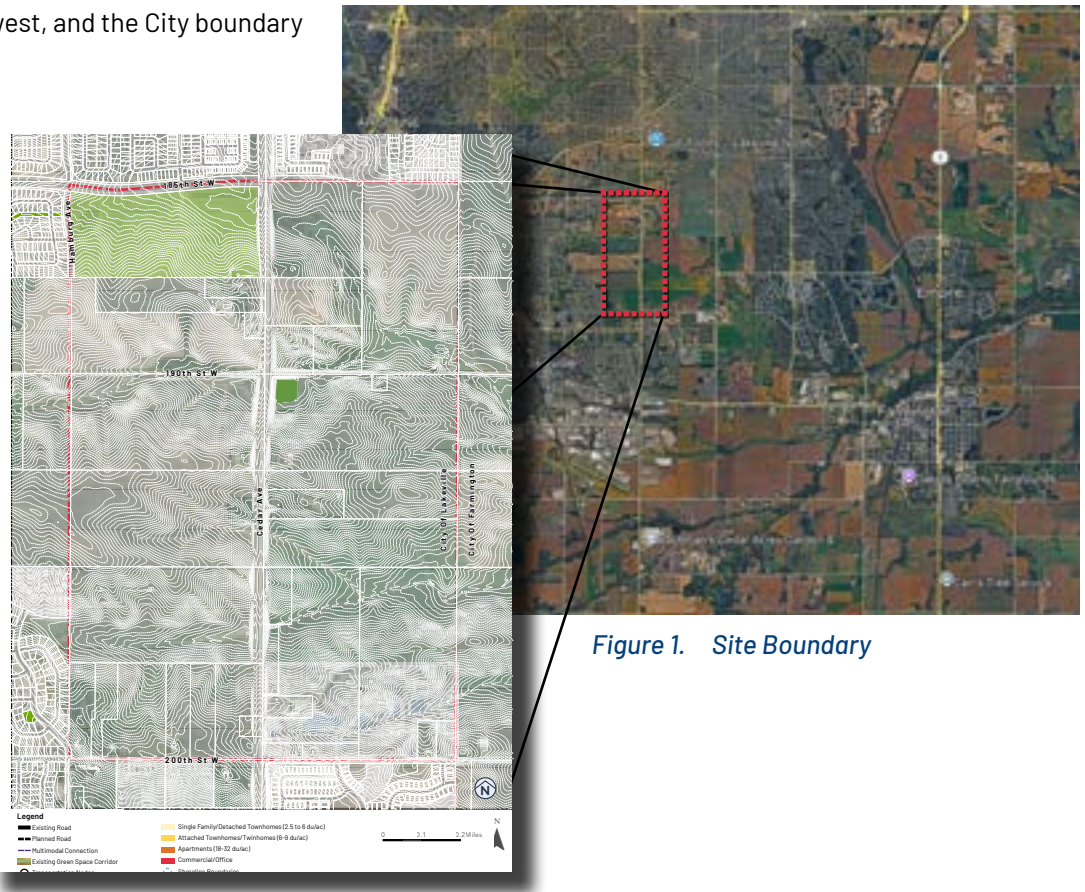


Figure 1. Site Boundary

Background

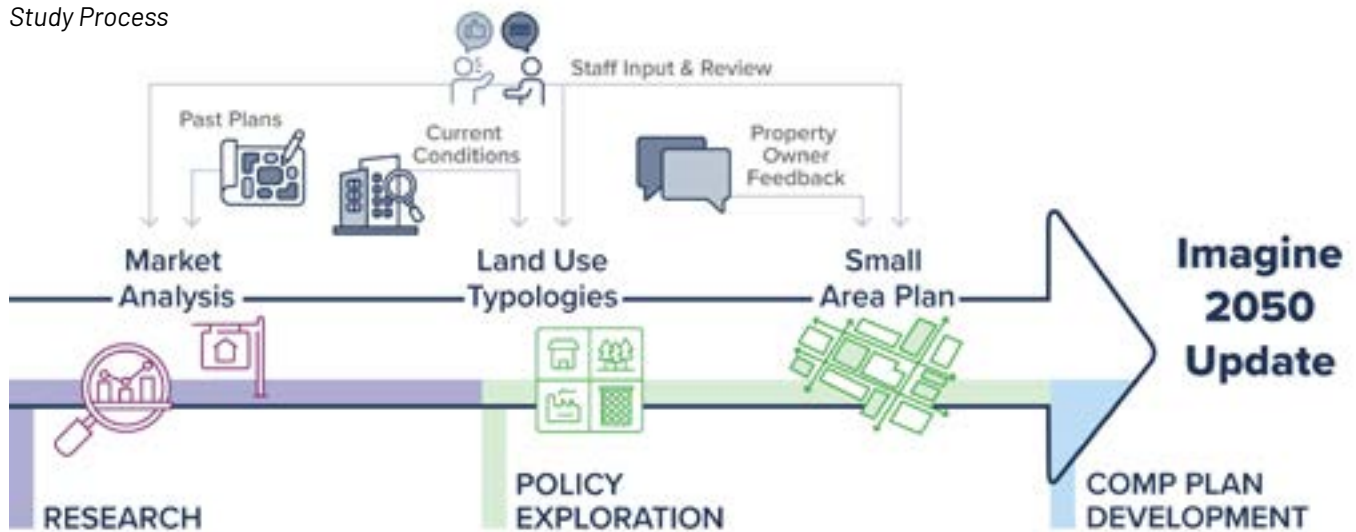
The 2040 Comprehensive Plan designated the Cedar Avenue Corridor as a special planning area, aligning land use approaches with plans for the Red Line Bus Rapid Transit (BRT) extension. It called for the creation of five transit station areas to support the Red Line's expansion through Lakeville. Additionally, the plan recommended increasing residential density to at least 8 units per acre within the Cedar Avenue Corridor, and between 20 and 40 units per acre within a half-mile of the five planned transit stations. However, since the Red Line BRT is no longer included in the Imagine 2050 Transportation Policy Plan, the City is now re-evaluating market trends and land use opportunities along the corridor to help shape the forthcoming 2050 Comprehensive Plan.

Planning Process

The planning process began with a comprehensive assessment of the site's existing conditions, including land use, transportation connections, utilities, topography, and socioeconomic trends. The project team completed a market analysis specific to the project area, followed by an analysis of the current land use conditions. A design charrette was facilitated with city staff where a design framework and multiple alternatives were developed. After iterative review, a final alternative was selected and presented to property owners for review.



Study Process



Existing Conditions Review

Transportation and Infrastructure Context

Dakota County has jurisdiction over Cedar Avenue (Highway 23) and 185th Street (Highway 60), as well as 200th Street (Highway 64) east of Cedar Avenue. All other roadways within the study area fall under the ownership and maintenance responsibilities of the City of Lakeville. Figure 2 provides a visual representation of the Annual Average Daily Traffic (AADT) volumes in the area, which indicates the approximate number of vehicles traveling along each roadway on an average day throughout the year. This information is important for understanding current traffic patterns and identifying potential areas of congestion or safety concerns.

Cedar Avenue, classified as a principal arterial, serves as the primary transportation corridor in the study area and currently experiences the highest volume of vehicular traffic. Crash data collected between 2015 and 2025 is mapped by both severity and location, providing insights into safety issues along these key corridors. Understanding crash patterns also informs future roadway design and traffic control measures.

Dakota County has identified a future extension of 185th Street, which is depicted as a dashed line on the project maps. This planned extension will continue eastward, ultimately connecting with the City of Farmington and linking to 195th Street. As the area continues to evolve, these planned transportation improvements will play a significant role in shaping travel patterns and supporting the long-term vision for the Cedar Avenue Corridor.

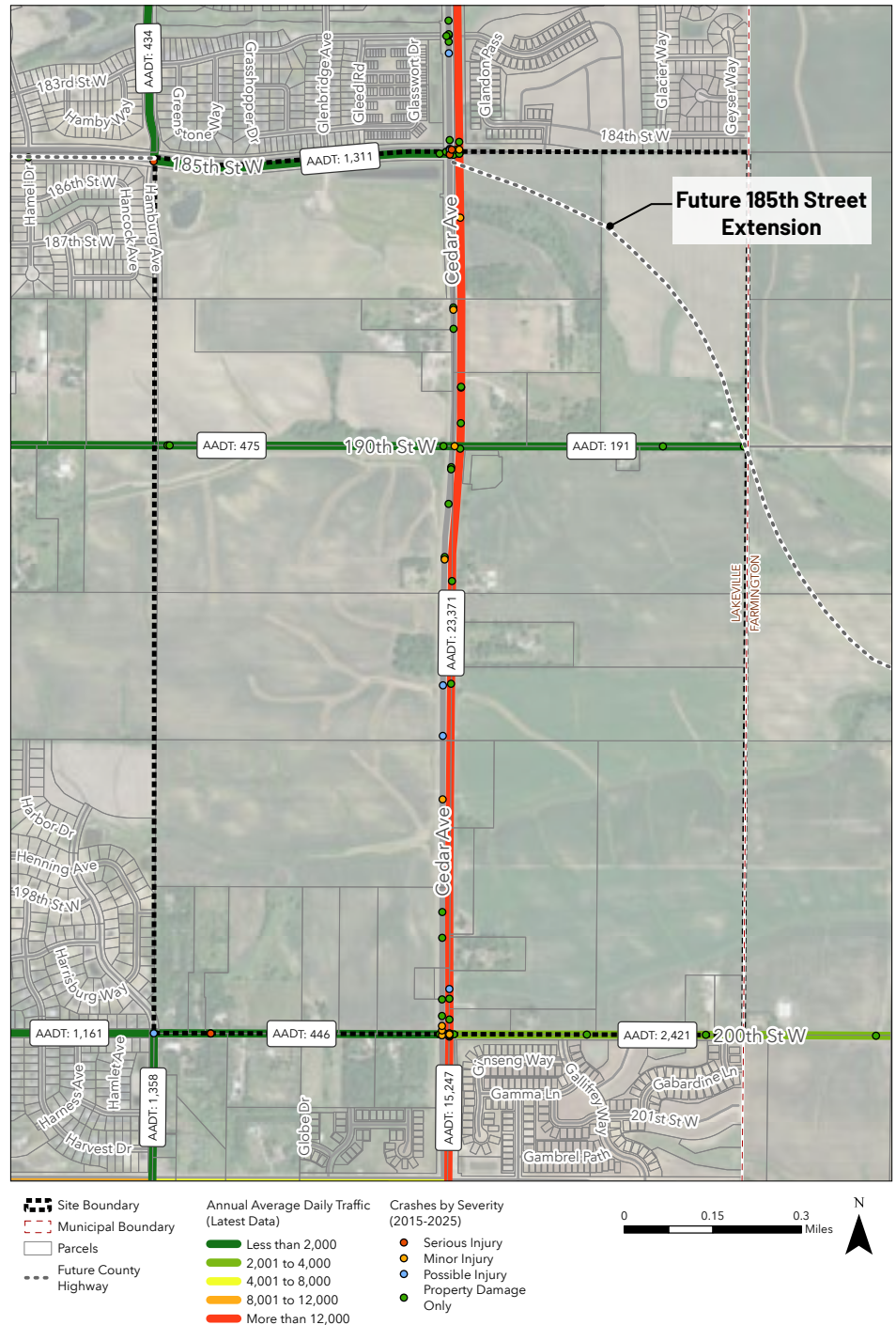


Figure 2. Transportation Context

Environmental Context

Figure 3 represents the existing topography across the project. Areas in blue highlight low-lying drainage corridors. These corridors are crucial to the site's natural water management, as they direct stormwater runoff and help prevent flooding in developed and undeveloped areas. Understanding the location and extent of these low-lying areas is important for planning future development, as they may present constraints for building placement, infrastructure, and road alignments. Additionally, preservation of these drainage corridors can help maintain ecological function and support green infrastructure strategies, such as stormwater retention basins or natural open space buffers.

Development Context

Figure 4 illustrates recent developments in and near the project study area. See Table A for a summary of the overall densities. All developments are residential, with a mix of single-family and attached and detached townhomes. These new neighborhoods reflect current housing trends and demand for a variety of residential options within the area. The single-family homes provide traditional detached living, while the attached and detached townhomes offer higher-density alternatives that cater to diverse household preferences and affordability levels. These new residential areas contribute to shaping the character of the area and establish a foundation for future infrastructure investments, community amenities, and transportation improvements as outlined in the planning process.

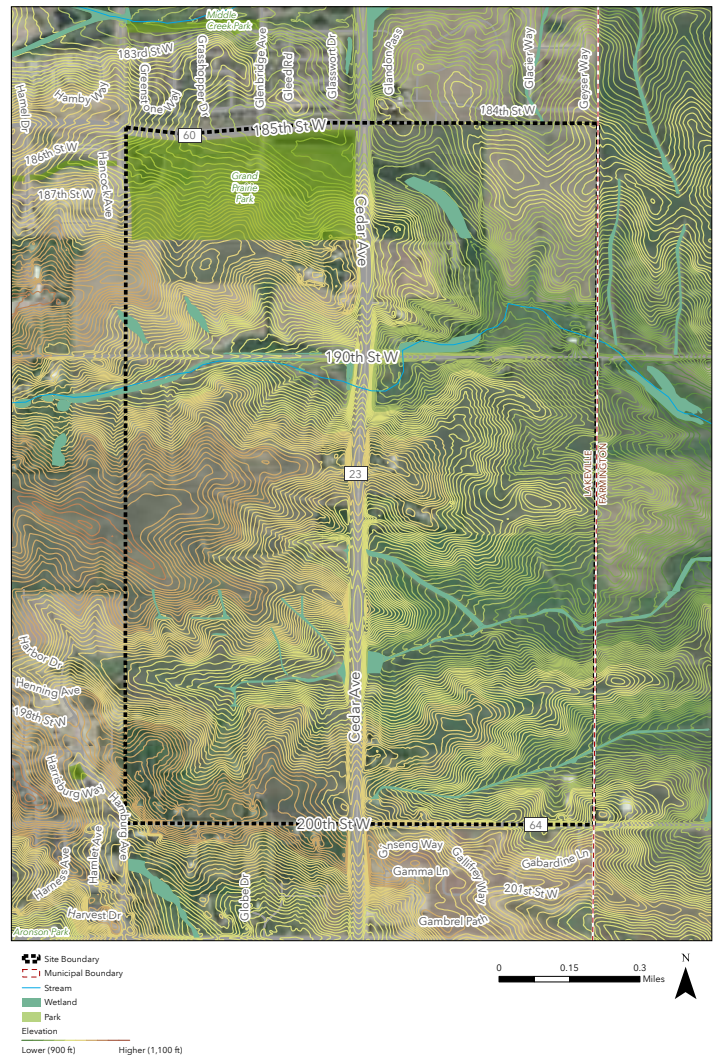


Figure 3. Environmental Context



Figure 4. Development Context

Table A. Recent Development Context

Development	Housing Types	Total Units	Net Density	Gross Density
Voyager Farms Addition	Detached townhomes	154 units	4.0 u/a	2.47 u/a
Glacier Creek 5th Addition	Single-family homes	39 units	3.18 u/a	3.10 u/a
Amelia Meadows	Single-family and attached townhomes	232 units	3.88 u/a	3.15 u/a
Berres Ridge 9th Addition	Single-family homes	34 units	2.6 u/a	1.95 u/a
Reserve at Cedar Creek	Single-family homes	48 units	3.27 u/a	2.40 u/a
Cedar Creek Villas Addition	Single-family homes	66 units	3.13 u/a	2.20 u/a
Cedar Hills Addition	Single-family homes	205 units	3.11 u/a	2.16 u/a

Market Analysis and Context Review

The project team conducted a comprehensive market analysis to guide planning and land-use decisions for the undeveloped Cedar Avenue corridor in Lakeville (See Appendix A for the full report). The methodology included site analysis, demographic and economic assessment, review of competitive market conditions, and demand forecasts based on population, household, and employment projections, all adjusted with recent market trends. The intent of the market analysis was to provide a foundation of understanding for the current development opportunities in the project area. This data was used to influence the development of alternative concepts.

The market study identified expected development typologies for the corridor, providing density estimates and anticipated uses for each type:

- Single-Family Homes & Detached Townhomes: 3 units per acre
- Attached Townhomes & Twinhomes: 6 units per acre
- Apartments: 25 units per acre
- Restaurant & Retail: General retail, service, and office uses (no specified density)
- Office & Medical Office: Professional office uses, retail, sales, and services (no specified density)



Table B represents the market demand findings. The data illustrates approximately how many units of each development typology are likely to develop between 2025-2030 and 2030-2040 if development were left solely to the market. Note that a total build-out of all the land by 2040 is not anticipated.

Table B. Demand Estimates for the Project Area

	Development Densities from Market Analysis*	2025-2030	2030-2040
Single-Family Homes and Detached Townhomes	3.0 units per acre	350 – 400 units 115.0 – 135.0 acres	700 – 800 units 230.0 – 270.0 acres
Attached Townhomes and Twinhomes	6.0 units per acre	100 – 130 units 16.0 – 22.0 acres	200 – 300 units 33.0 – 50.0 acres
Apartments	25.0 units per acre	250 – 300 units 10.0 – 12.0 acres	500 – 600 units 20.0 – 24.0 acres
Restaurant and Retail	10,000 sqft per acre	8,000 – 12,000 sqft 1.0 – 1.5 acres	0 – 50,000 sqft 0.0 – 5.0 acres
Office and Medical Office	10,000 sqft per acre	0 – 15,000 units 0.0 – 1.5 acres	0 – 30,000 units 0.0 – 3.0 acres

*These are typical densities of new developments in the City of Lakeville and are used to estimate absorption of land in the project area.

The following is a summary of key findings from this market analysis:

Residential

- Overall, the site would work well for residential development
- Absorption of single-family homes/townhomes in Lakeville has been steady despite market swings, interest rate spikes, etc.
- Several new rental projects have been built in the Lakeville market in recent years, increasing overall supply, but absorption has been strong

Restaurant and Retail

- Based on traffic counts and site characteristics, retail would work well at parcels immediately adjacent to Cedar Avenue
- However, the site currently lacks the east-west connections that would drive significant retail development in the study area

Office, Medical Office, and Industrial

- General office development will continue to be slow, but there may be opportunities for medical office development in the study area

Guidance for developing the Small Area Plan includes:

- Focus initial development on single-family residential projects closer to but not immediately adjacent to Cedar Avenue
- Cluster higher-density apartments and townhome developments closer to major intersections
- As housing affordability continues to drive household decisions, provide flexibility to pivot to more dense housing option—both for-sale and rental
- Set aside some parcels immediately adjacent to major intersections for retail development—especially the 185th Street intersection
- Carefully consider the specifics of the planned 185th Street extension into Farmington. This roadway will become critical in determining how traffic flows through the area and the overall commercial opportunity of these sites
- Plan for total build-out of area to be greater than 15 years
- Take the opportunity to develop a trail and park system throughout the area—leverage connectivity to the new Grand Prairie Park

Land Use

The project team approached the determination of overall densities by utilizing them as a planning tool rather than as final recommendations. Densities helped estimate land consumption and identify appropriate locations for different housing typologies within the study area. The team compared market analysis findings with existing city policies and recent development trends within the City of Lakeville. This process allowed for a flexible and responsive land use plan that could adapt to evolving market conditions and community needs while maintaining consistency with broader city goals.

Table C. 2040 Comprehensive Plan Land Use Categories

Land Use	Density (du/ac)	Anticipated Uses	Acres	% of Area
Low/Medium Density	4.0–5.0	Single-family, two family, detached townhouses	557	64%
Medium/High Density	5.0–9.0	Detached townhouse, quad, row/back-to-back attached townhouses	119	14%
Corridor Mixed Use	26.0–45.0	High density residential, senior housing, commercial, office	119	14%
Parks	N/A	Open space and recreation	69	8%

The study compared market analysis findings against the Comprehensive Plan guidance and assumed the following residential density ranges for proposed development scenarios:

- Single-family Homes: 2.5–4.5 units/acre
- Attached Townhomes: 6.0–9.0 units/acre
- Detached Townhomes: 3.0–6.0 units/acre
- Apartments: 18.0–32.0 units/acre
- Twinhomes: 4.0–7.0 units/acre

Commercial and Office Development

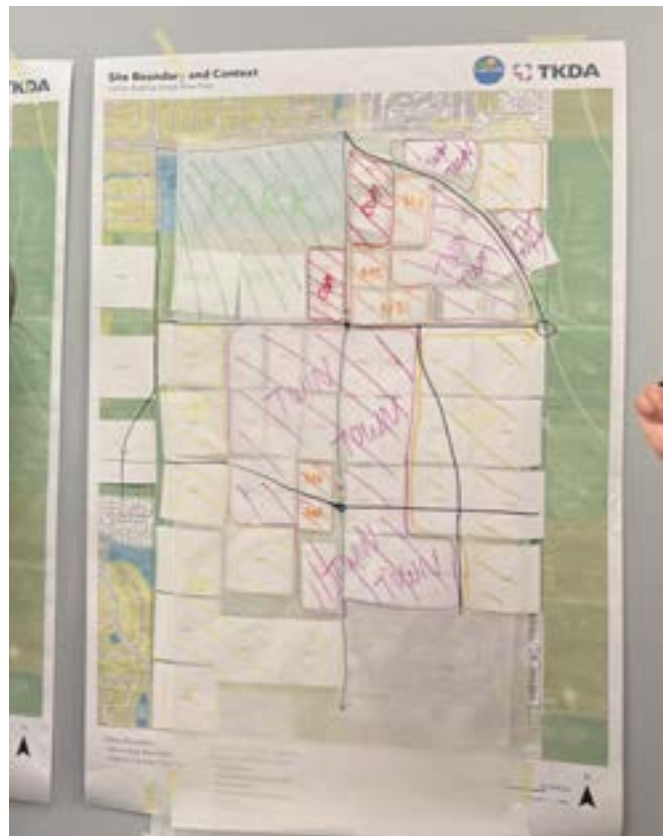
Commercial and office uses were estimated at 10,000 square feet per acre, with considerations for supporting retail, service, and office uses. These uses are planned to complement residential areas and support community needs.

Concept Review and Development Framework

Following an analysis of the existing conditions and input gathered from City staff, a range of alternatives was considered. Each concept was carefully analyzed to understand its unique strengths, limitations, and potential impacts. The following design framework was developed to guide and evaluate each concept:

- **Balancing community amenities**
- **Enhancing multimodal transportation connectivity**
- **Developing robust east-west connections**
- **Providing flexibility in land uses**
- **Protecting green space corridors**
- **Developing “complete neighborhoods”**
- **Supporting Envision Lakeville and the Economic Development Strategic Plan**

These priorities aim to create vibrant, accessible, and sustainable neighborhoods along the Cedar Avenue Corridor.



Concepts Developed During Design Charrette

Small Area Plan

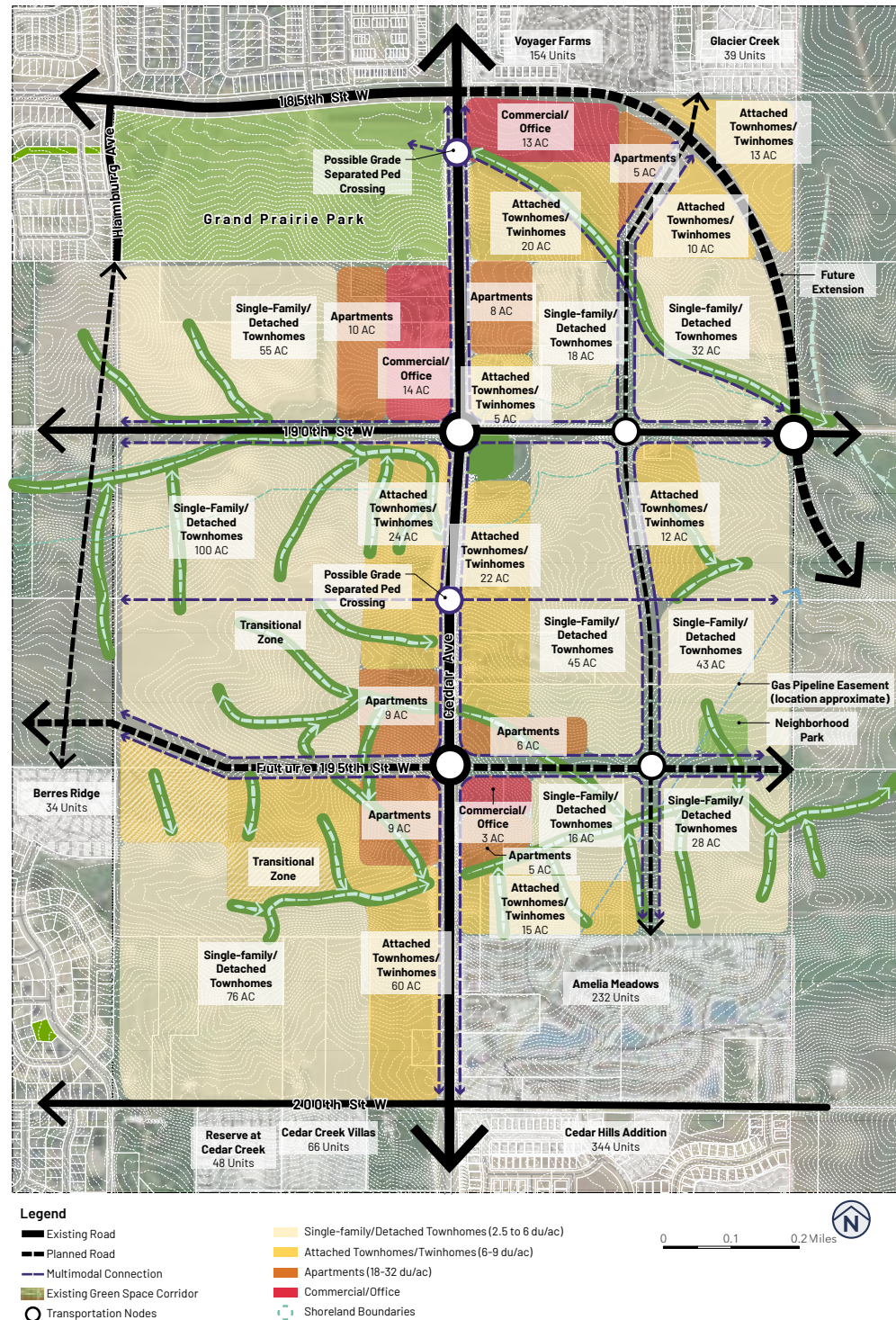
Figure 5 represents the final alternative developed for the Small Area Plan. This concept represents the general location of the land use typologies and circulation through the project area if the site were to be built out. Based on the findings of the market study, complete consumption is not anticipated by 2040.

Transportation Network

The solid black lines represent the existing roadways, while the dashed lines represent anticipated future connections. Dakota County's 2040 Transportation Plan allows for access to Cedar Avenue every ½ mile along principal arterials. An additional crossing is identified between 190th Street and 200th Street. The County-led 185th Street extension is illustrated, which would provide enhanced east-west connections at the north end of the project area. A north/south roadway is shown on the east connecting Glacier Creek down to Amelia Meadows. An additional north/south connection is anticipated outside of the project area connecting Hamburg Avenue to Berres Ridge. Internal circulation is anticipated within the proposed developments.

Multimodal connections are illustrated in purple dashed lines. Overall multimodal connectivity is desired along major thoroughfares, with the goal of connecting neighborhoods to community destinations, including Grand Prairie Park. A future greenway is desired along the low-lying green corridor in the northeast area of the project area, with a potential grade separated pedestrian crossing into Grand Prairie Park. An additional grade separated pedestrian crossing is identified at the center of the project area across Cedar Avenue.

(Note that at the time of this study, the City of Lakeville is undergoing a Parks System Master Plan Update which may effect some of the planned connections.)



Land Use

The proposed land use scenarios build upon the previously established development framework, prioritizing adaptability to accommodate a range of future growth patterns. Rather than concentrating density in isolated pockets, the plan envisions a thoughtful distribution of residential and commercial uses throughout the project area. This approach encourages a vibrant mix of housing types and commercial amenities, fostering a more integrated and dynamic community environment.

Preservation of existing green space corridors is a key principle, ensuring that new developments not only respect but actively enhance these ecological assets. By positioning buildings and infrastructure in harmony with natural features, the plan seeks to maintain critical habitats, support stormwater management, and offer residents direct access to recreational open spaces. Developments adjacent to these corridors are encouraged to incorporate pedestrian and bicycle pathways, further strengthening multimodal connections and encouraging active lifestyles.

Higher density residential housing is strategically situated near major intersections and commercial nodes to support walkability, increase accessibility to services, and promote efficient use of transportation networks. This placement allows residents to easily access shops, offices, and public transit options, reducing reliance on personal vehicles and supporting sustainable mobility.

The inclusion of a neighborhood park on the east side of the project area provides a central gathering place for community activities, recreation, and social interaction. The park's location is designed to maximize accessibility for nearby residents while complementing the broader network of green spaces and multimodal connections envisioned for the corridor. Collectively, these strategies aim to create a well-balanced, resilient, and inclusive neighborhood that aligns with the broader goals of the Cedar Avenue Corridor and the City of Lakeville's long-term vision.

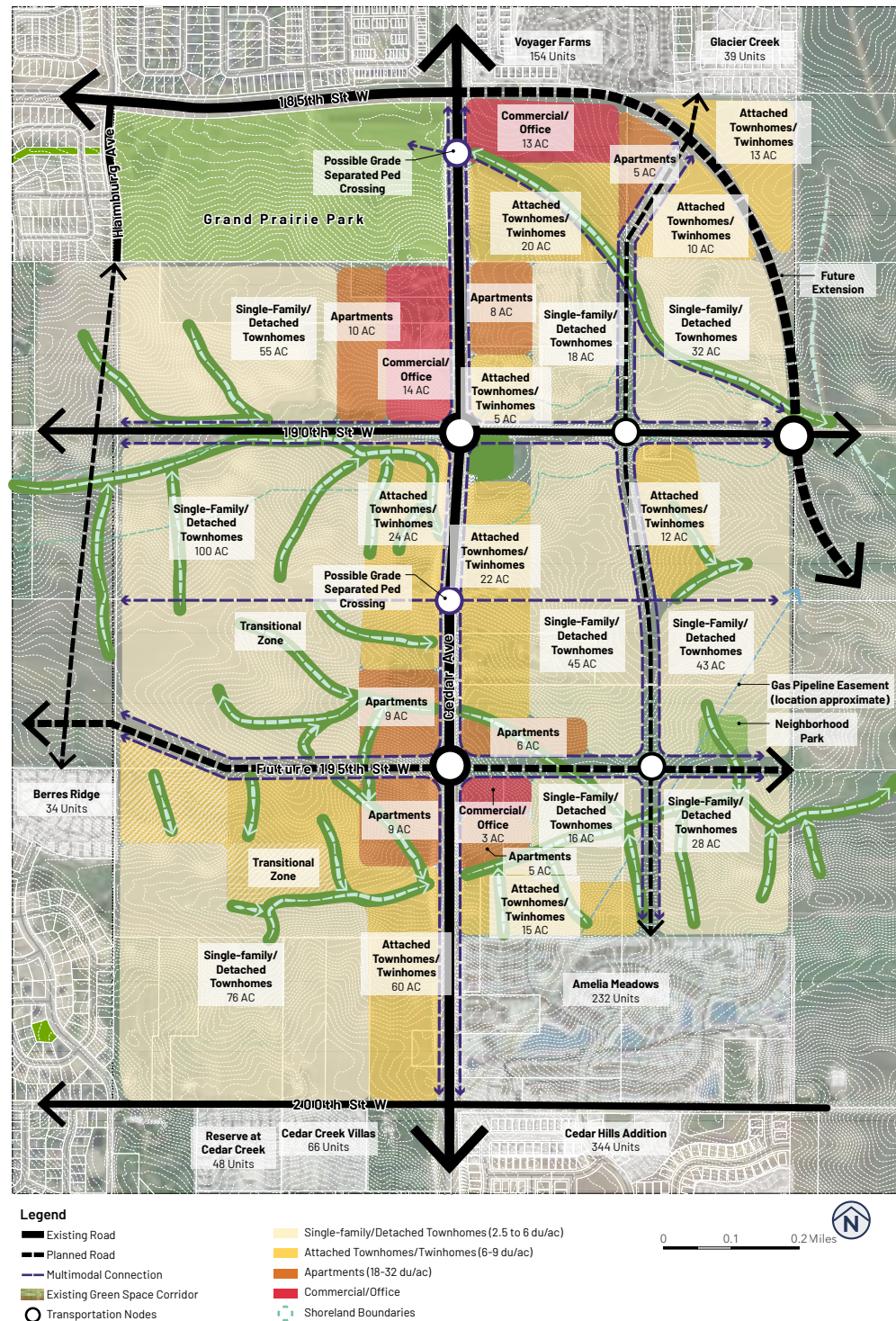


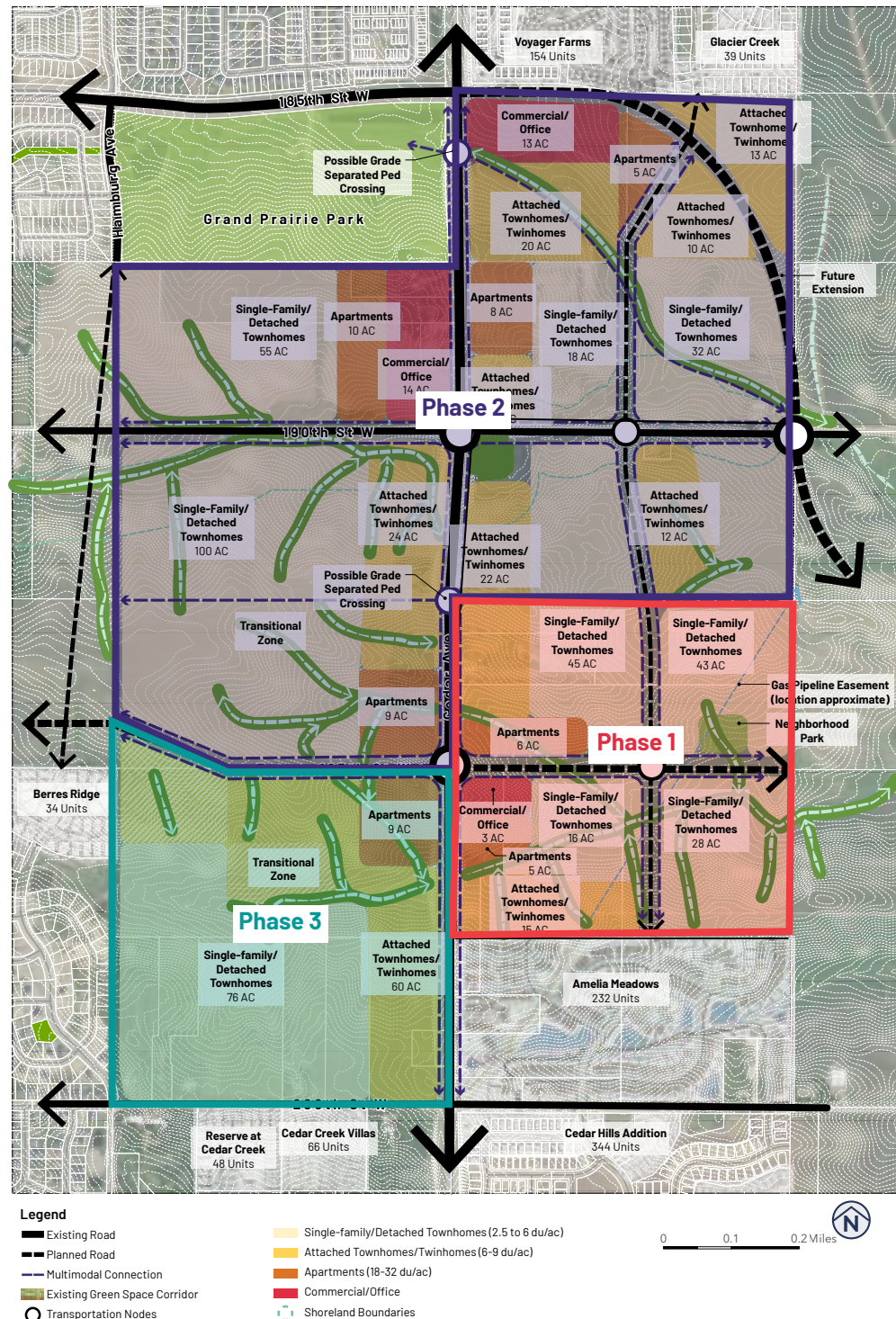
Figure 5. Small Area Plan

Phasing

Due to the presence of existing utilities, it is anticipated that initial development will take place in the southeast portion of the project area. Subsequent phases of growth are expected to progress northward, then expand west, and finally extend down to the south as illustrated in Figure 6. This sequencing leverages available infrastructure to facilitate efficient development and supports the phased implementation of the Small Area Plan.

Conclusion

The Small Area Plan for the Cedar Avenue Corridor presents a comprehensive and forward-thinking framework that balances growth, mobility, and environmental stewardship. By integrating flexible land use strategies, robust transportation networks, and enhanced multimodal connections, the plan aims to accommodate future development while preserving the area's natural assets and fostering a vibrant community. Key principles such as the distribution of diverse housing and commercial options, the creation of accessible public spaces, and the reinforcement of greenway corridors ensure that the evolving neighborhood remains resilient, inclusive, and sustainable. As the City of Lakeville continues to refine its vision through ongoing initiatives and future planning work, this plan provides a strong foundation for achieving a well-connected and thriving corridor for current and future residents.



Market Analysis for the Cedar Avenue Small Area Planning Study

Prepared for TKDA and the City of Lakeville
September 9, 2025

Market Analysis for Cedar Avenue Small Area Planning Study

Purpose

- Provide market analytics component to guide a larger planning and land-use analysis for an undeveloped area on the Cedar Avenue corridor

Overall Methodology

- Site analysis
- Demographic and economic analysis
- Review of competitive market
- Forecasts of demand
 - Based on demographic and economic projections
 - Calibrated with recent market trends
- Summary of findings and recommendations

Considered Uses

- Single-family homes
- Townhomes and twinhomes
- Multifamily apartment buildings
- Restaurant and retail space
- Other commercial land uses



Market Analysis Methodology Summary

	Summary of Demand Estimate Methodology	Sources of Data
Residential Demand	1. Use household forecasts from ESRI and Metropolitan Council to forecast demand from new households. 2. Use existing rental rates to estimate split between for-sale and rental. 3. Use turnover rates to estimate demand from existing households. 4. Use building permits and recent sales to estimate the demand for single-family versus attached units. 5. Calibrate with absorption from market analysis and with other estimates. 6. Project forward next 10 years using population, household, and employment assumptions from the Metropolitan Council.	• US Census • HUD and City of Lakeville (building permits) • ESRI • Metropolitan Council • Costar • Minneapolis Area Association of Realtors • Fieldwork, interviews, and other primary research
Commercial Demand	1. Understand strengths and challenges for commercial uses at the site 2. Use consumer expenditure and employment projections to estimate increase in demand for retail and office space. 3. Use site analysis, sales tax data, and existing commercial space to estimate amount capturable by the site. 4. Calibrate with findings from the commercial market analyses. 5. Project forward next 10 year using population, household, and employment assumptions from the Metropolitan Council.	• City of Lakeville • US Census • ESRI • Metropolitan Council • Costar • Fieldwork and other primary research

Demand Estimates for the Cedar Avenue Small Area Planning Process



	Development Densities from Market Analysis*	2025-2030	2030-2040
Single-Family Homes and Detached Townhomes	3.0 units per acre	350 – 400 units 115.0 – 135.0 acres	700 – 800 units 230.0 – 270.0 acres
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Apartments	25.0 units per acre	250 – 300 units 10.0 – 12.0 acres	500 – 600 units 20.0 – 24.0 acres
Restaurant and Retail	10,000 sq. ft. per acre	8,000 – 12,000 sq. ft. 1.0 – 1.5 acres	0 – 50,000 sq. ft. 0.0 – 5.0 acres
Office and Medical Office	10,000 sq. ft. per acre	0 – 15,000 sq. ft. 0.0 – 1.5 acres	0 – 30,000 sq. ft. 0.0 – 3.0 acres

Preliminary Findings

Key Findings from Market Analysis

Residential

- Overall, the site would work well for residential development
- Absorption of single-family homes/townhomes in Lakeville has been steady despite market swings, interest rate spikes, etc.
- Several new rental projects have been built in the Lakeville market in recent years, increasing overall supply, but absorption has been strong

Restaurant and Retail

- Based on traffic counts and site characteristics, retail would work well at parcels immediately adjacent Cedar Avenue
- However, the site currently lacks the east-west connections that would drive significant retail development in the study area

Office, Medical Office, and Industrial

- General office development will continue to be slow; but there may be opportunities for medical office development in the study area

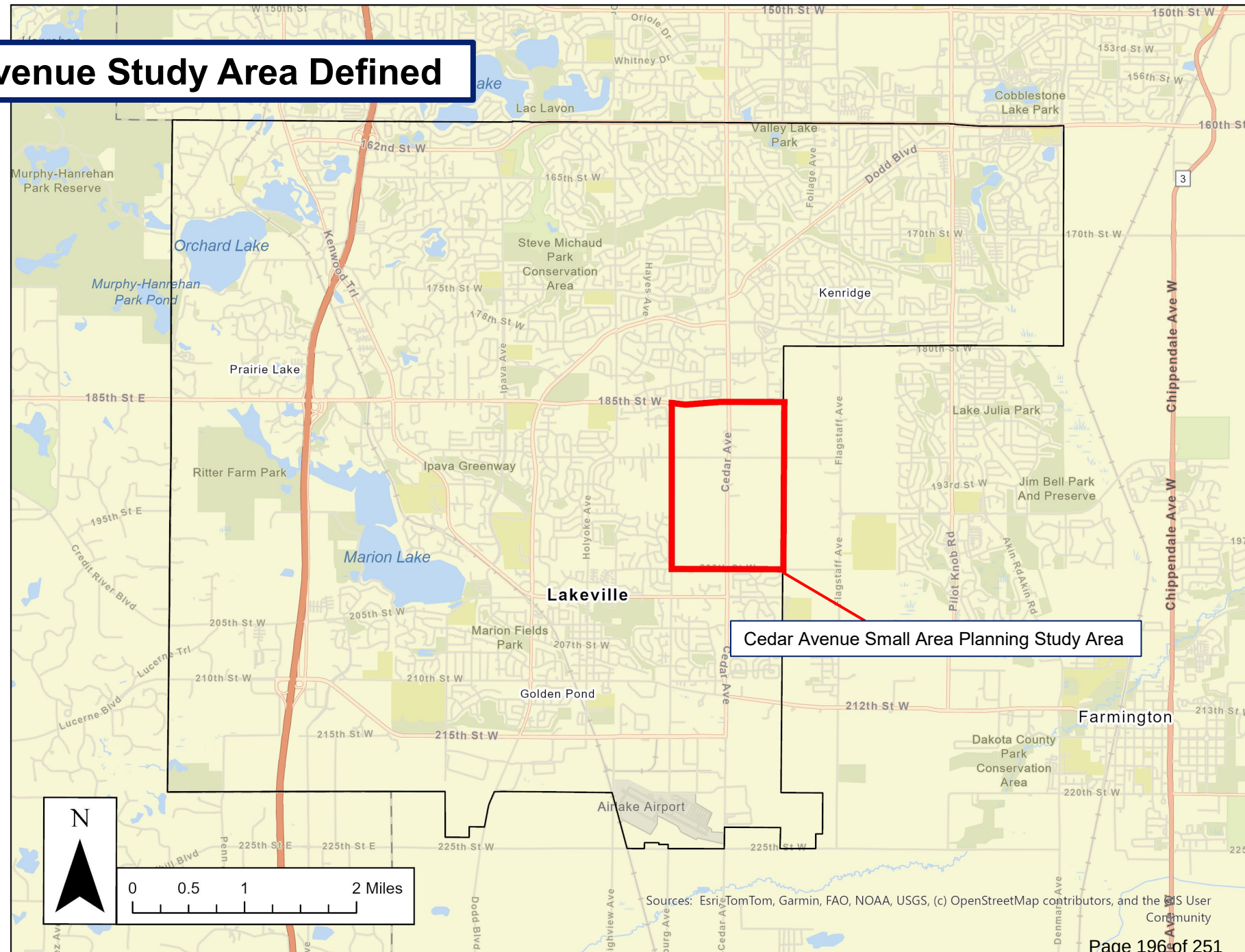
Guidance for Small Area Planning Process

- Focus initial development on single family residential projects closer to but not immediately adjacent to Cedar Avenue
- Cluster higher-density apartments and townhome developments nearer to major intersections
- As housing affordability continues to drive household decisions, provide flexibility to pivot to more dense housing option—both for-sale and rental
- Set aside some parcels immediately adjacent to major intersections for retail development—especially the 185th Street intersection
- Carefully consider the specifics of the planned 185th Street extension into Farmington. This roadway will become critical in determining how traffic flows through the area and the overall commercial opportunity of these sites
- Plan for total buildout of area to be greater than 15 years
- Take opportunity to develop trail and park system throughout the area—leverage connectivity to the new Grand Prairie Park

Market Analysis for the Cedar Avenue Small Area Planning Study

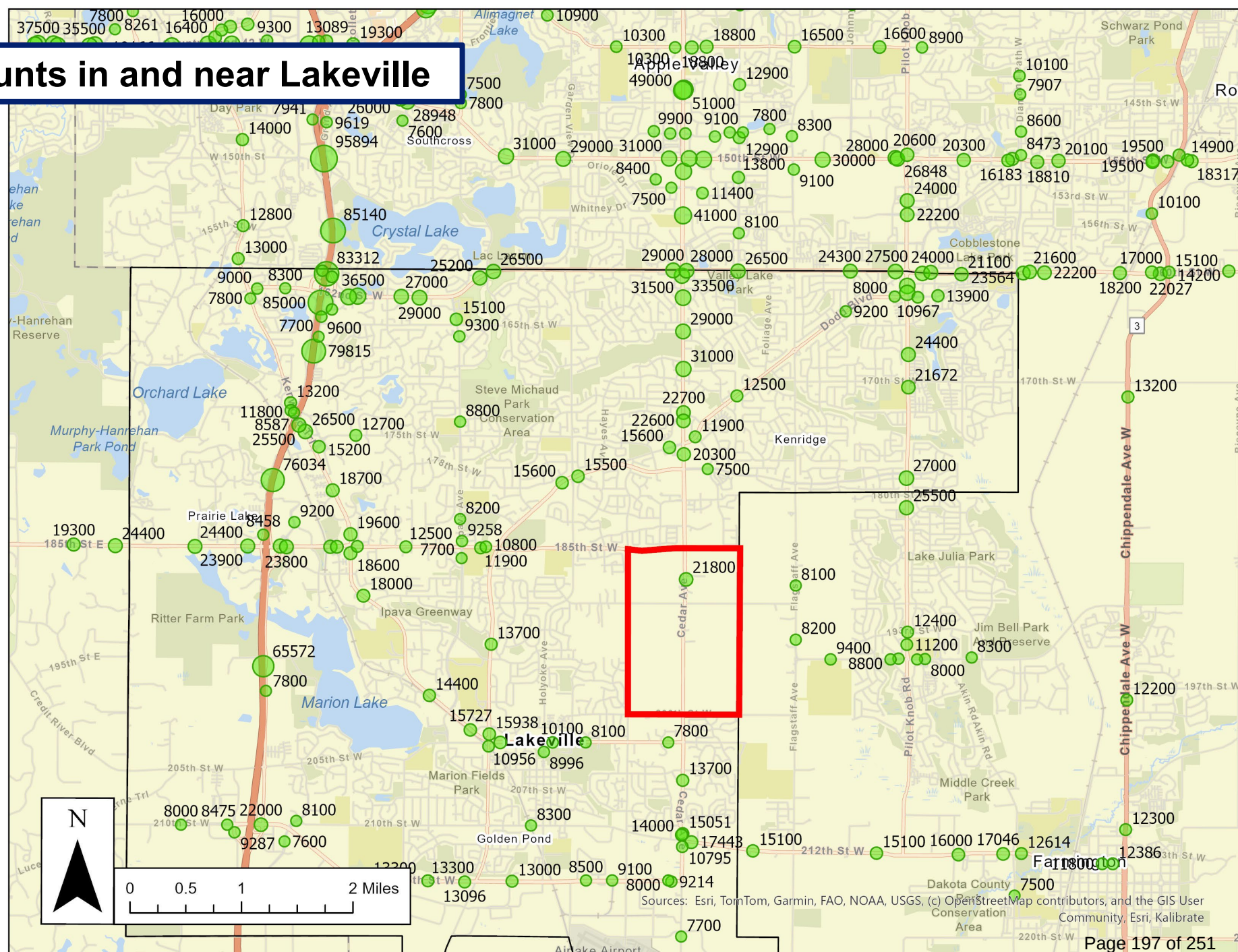
Site Analysis: Cedar Avenue Study Area Defined

- The red boundary marks the study area in the City of Lakeville
- The area includes about 950 acres



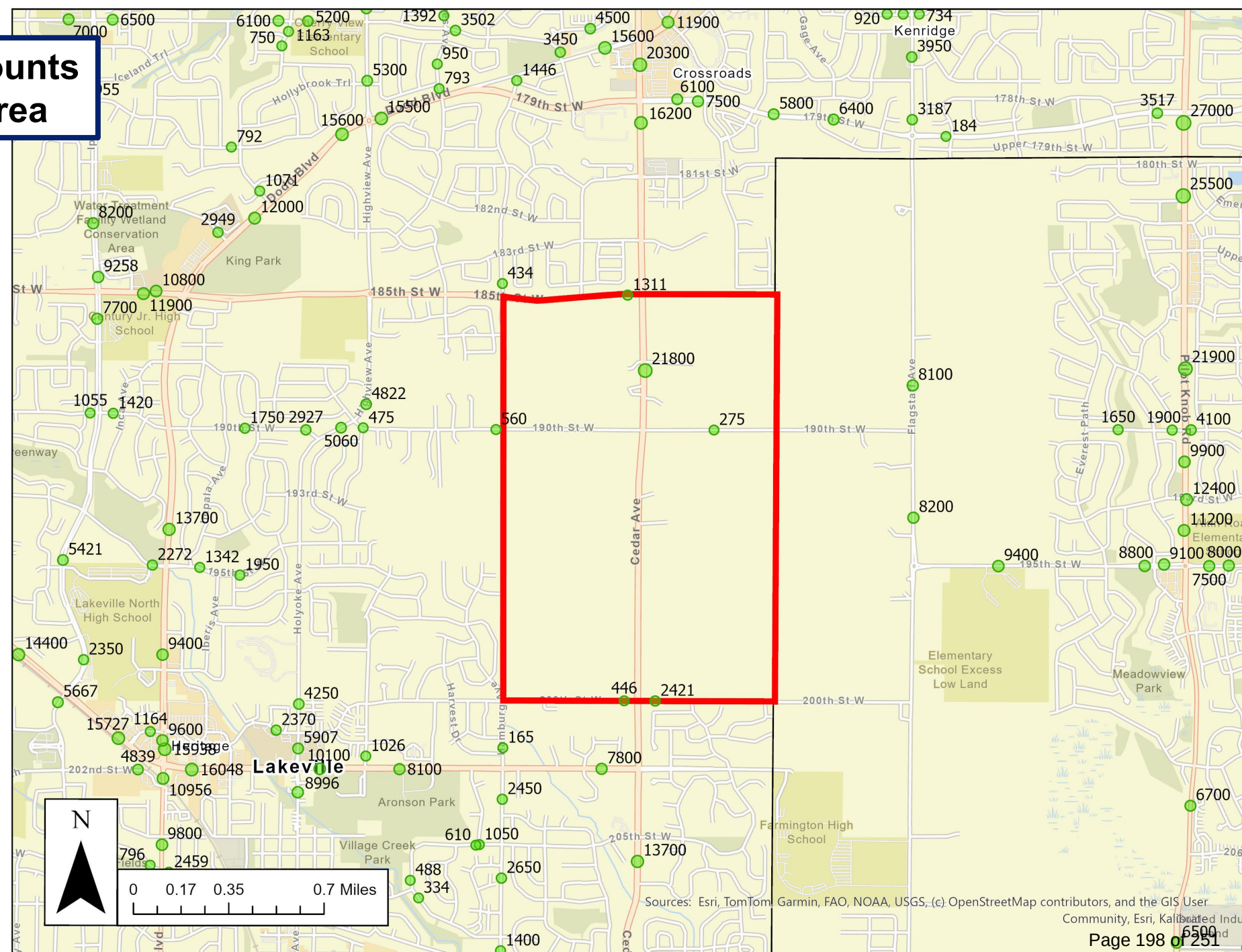
Site Analysis: Traffic Counts in and near Lakeville

- Cedar Avenue has about 22,000 vehicles per day through the study area
- There are intersections carrying existing vehicle traffic on Cedar Avenue at:
 - 150th Street (CSAH 42)
 - 160th Street (CSAH 60)
 - Dodd Boulevard
 - 179th Street (CSAH 9)
 - 202nd Street/Lakeville Boulevard (CSAH 50)
 - 215th Street (CSAH 70)



Site Analysis: Traffic Counts in and near the Study Area

- Traffic counts east-west through the study area are limited
 - 185th Street: 1,300 vehicles per day
 - 190th Street: 300-600 vehicles per day
 - 200th Street: 500-2,400 vehicles per day
- Traffic counts through this area will evolve as road connections are made further east of the study area and as development occurs



Strengths

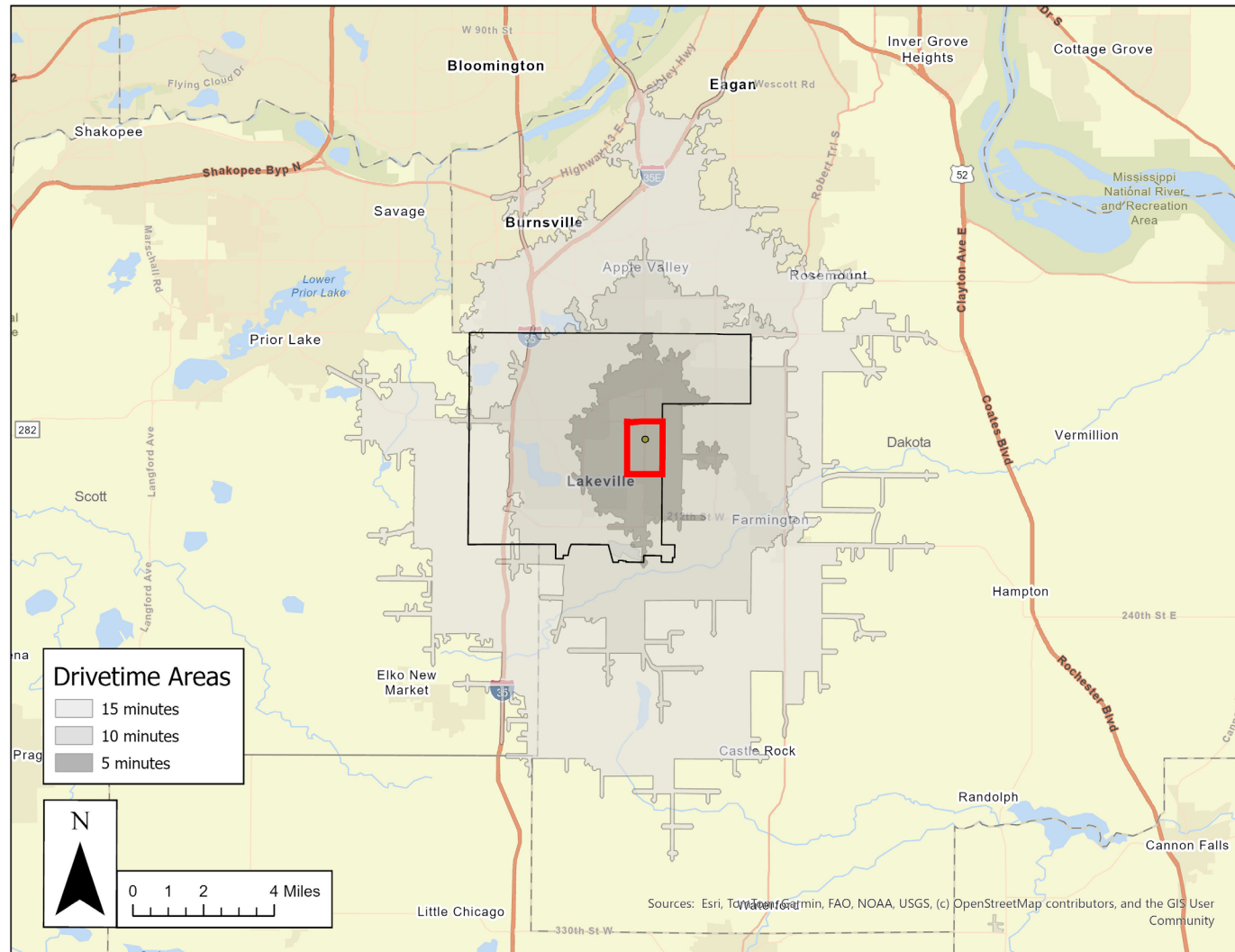
- Large, vacant parcels create open opportunity for development, with potential create road network to optimize future development
- Cedar Avenue provides excellent connectivity north to Apple Valley and the central Twin Cities area
- New housing growth and commercial development already on the edge of the development
- Close to strong retail districts at Cedar Avenue and Dodd Boulevard and farther north along Cedar Avenue in Apple Valley
- Employment districts south of the site provides daytime employment that is attractive to commercial uses

Weaknesses

- In the short term, there is no key east-west thoroughfare to attract commercial development
- Connections to key interchanges on Interstate 35 (202nd Street (CSAH 50), 185th Street, and 215th Street (CSAH 70)) east of the study area are not simple and can be challenging to navigate. There is no one east-west road funneling traffic to the interstate
- Mass of retail to the north near Cedar Avenue and CSAH 42 in Apple Valley and northeast at Pilot Knob Road and 160th Street and may limit demand in the study area
- Over the long term, the large industrial district and airport to the south may create a psychological barrier to developing residential markets south of the industrial district



Demographics: Drive-Time Rings around the Cedar Avenue Study Area



- Primary market area for residential development is generally defined as the City of Lakeville
- It is assumed that almost all demand for housing will come from forecasted growth and turnover in the City of Lakeville
- For retail and other commercial demand, the trade area is assumed to be the 10-minute drivetime area around the study area
- For the retail and commercial analysis, it is assumed development at the study area will capture a portion of the growth occurring in this 10-minute drivetime area



Demographics: Population and Population Growth

- Lakeville is seeing strong population growth
- The population of the Lakeville is approximately 78,000, according to ESRI**, a national demographics firm used by real estate developer and users
- The rate of growth for the City of Lakeville and the drivetime areas exceed growth rates in Dakota County, the Twin Cities MSA*, and the nation as a whole
- The annual growth rate over the next five years is projected to slow considerably, compared to the previous 15 years

1 Population and Population Growth

	Census 2010	Census 2020	Estimate 2025	Forecast 2030	Annual Growth Rate 2010-2025	Proj. Annual Growth Rate 2025-2030
City of Lakeville	55,975	69,496	77,927	83,439	2.2%	1.4%
<u>Cedar Avenue Study Area</u>						
5-Minute Drive-Time Area	16,803	24,238	29,551	32,023	3.8%	1.6%
10-Minute Drive-Time Area	91,639	111,712	121,354	127,342	1.9%	1.0%
15-Minute Drive-Time Area	182,366	208,553	220,045	226,662	1.3%	0.6%
Dakota County	398,552	439,882	456,240	468,184	0.9%	0.5%
Minneapolis-St. Paul MSA	3,333,633	3,690,261	3,809,346	3,903,629	0.9%	0.5%
United States	308,745,538	331,449,281	339,887,819	347,149,422	0.6%	0.4%

Source: US Census Bureau; ESRI; LOCi Consulting LLC

*The Census-defined Minneapolis-St. Paul Metropolitan Statistical Area (MSA) consists of Hennepin, Ramsey, Dakota, Anoka, Washington, Scott, Wright, Carver, Sherburne, Chisago, Isanti, Le Sueur, Mille Lacs counties in Minnesota and St. Croix and Pierce counties in Wisconsin.

**This analysis uses ESRI data because it is forecasted for smaller areas and geographies (e.g., drivetime areas). It also provides 5-year forecasts by demographic characteristics (e.g., age and income). Further, this data source is used by developers and private sector decision makers for site selection.



Demographics: Households and Household Growth

- Household growth is strong in Lakeville
- The City of Lakeville has approximately 27,000 households, based on ESRI estimates
- As with population, household growth in the city and the drivetime areas is projected to exceed the comparison areas
- The annual household growth rate is projected to slow in the next five years, compared to the previous 15-year period

2

Households and Household Growth

	Census 2010	Census 2020	Estimate 2025	Forecast 2030	Annual Growth Rate 2010-2025	Proj. Annual Growth Rate 2025-2030
City of Lakeville	18,690	23,267	26,691	28,873	2.4%	1.6%
<u>Cedar Avenue Study Area</u>						
5-Minute Drive-Time Area	5,689	7,955	9,998	10,897	3.8%	1.7%
10-Minute Drive-Time Area	31,734	38,525	42,500	45,047	2.0%	1.2%
15-Minute Drive-Time Area	66,598	75,813	81,101	84,359	1.3%	0.8%
Dakota County	152,060	168,008	176,680	182,870	1.0%	0.7%
Minneapolis-St. Paul MSA	1,293,601	1,434,315	1,498,244	1,546,472	1.0%	0.6%
United States	116,716,292	126,817,580	132,422,916	136,716,884	0.8%	0.6%

Source: US Census Bureau; ESRI; LOCi Consulting LLC



Demographics: Long-Term Population, Household, and Employment Projections

- The long-term projections show continued growth in Lakeville but rates of growth slowing
- Metropolitan Council has preliminary estimates available for projected population, households, and employment, 2020 to 2050
- (Note that these forecasts are more conservative than the ESRI forecasts for the current decade)
- Growth rates for both population and households are projected to slow somewhat between 2030 and 2050, according to the Metropolitan Council
- Demand forecasts for residential and commercial uses in this analysis account for this projected slow down

3 Long-Term Population, Household, and Employment Projections

	Census	Forecast	Forecast	Forecast	Projected Change			Projected Annual % Growth Rate		
	2020	2030	2040	2050	2020-2030	2030-2040	2040-2050	2020-2030	2030-2040	2040-2050
Population										
Lakeville	69,490	79,900	84,700	89,500	10,410	4,800	4,800	1.4%	0.6%	0.6%
Dakota County	439,882	468,828	489,346	524,186	28,946	20,518	34,840	0.6%	0.4%	0.7%
Seven-County Metro Area	3,163,100	3,374,100	3,559,300	3,814,000	211,000	185,200	254,700	0.6%	0.5%	0.7%
Households										
Lakeville	23,265	28,100	31,000	33,100	4,835	2,900	2,100	1.9%	1.0%	0.7%
Dakota County	168,008	184,913	198,226	213,600	16,905	13,313	15,374	1.0%	0.7%	0.7%
Seven-County Metro Area	1,239,525	1,357,300	1,454,300	1,563,300	117,775	97,000	109,000	0.9%	0.7%	0.7%
Employment										
Lakeville	15,888	23,100	25,200	29,900	7,212	2,100	4,700	3.8%	0.9%	1.7%
Dakota County	166,945	202,433	217,393	244,283	35,488	14,960	26,890	1.9%	0.7%	1.2%
Seven-County Metro Area	1,543,400	1,814,100	1,901,400	2,061,700	270,700	87,300	160,300	1.6%	0.5%	0.8%

* Imagine 2050 local forecasts approved February 2025

Source: Metropolitan Council; LOCi Consulting LLC



Demographics: Daytime Employment

4 Daytime Population, 2025

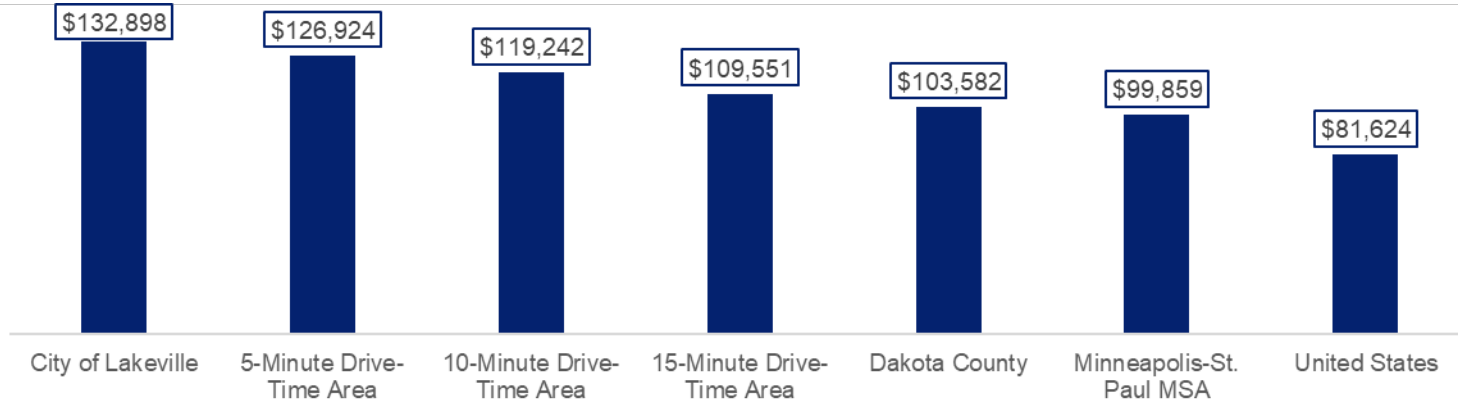
	Total Population	Total Daytime Population	Daytime Population: Workers	Daytime Population: Residents
City of Lakeville	77,927	61,065	25,315	35,750
<u>Cedar Avenue Study Area</u>				
5-Minute Drive-Time Area	29,551	23,064	9,261	13,803
10-Minute Drive-Time Area	121,354	99,039	44,205	54,834
15-Minute Drive-Time Area	220,045	182,745	81,824	100,921
Dakota County	456,240	422,035	208,817	213,218

Source: US Census Bureau; ESRI; LOCi Consulting LLC

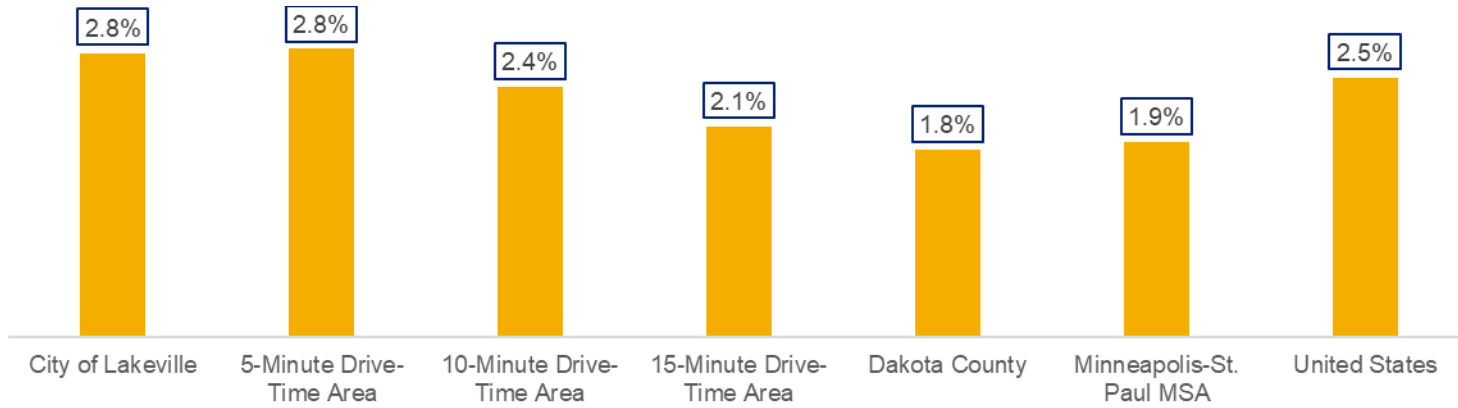
- The employment base in Lakeville contributes to residential and commercial demand
- Because many workers who reside in Lakeville commute outside of the city, the daytime population shrinks to about 61,000 people
- Based on US Census Data from 2022 (not shown on chart):
 - 14,185 workers commute into the city
 - 32,338 residents commute out of the city
 - 4,470 residents both work and live in Lakeville
- Workers who commute into Lakeville provide additional retail spending
- These workers are also potential residents who may consider homes in Lakeville to be closer to their jobs

Demographics: Median Household Income

5. Median Household Income, 2025



6. Projected Annual Growth in Median Household Income, 2025-2030

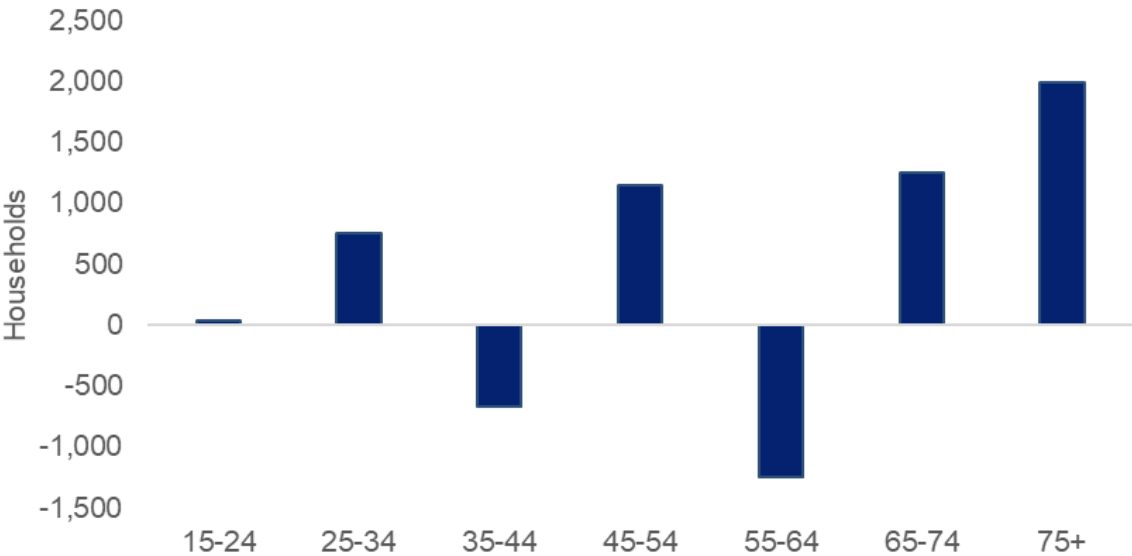


- Incomes are high in the City of Lakeville and increasing relative to inflation
- Median household income in the City of Lakeville is about \$133,000—33% higher than the median for the Metro MSA
- ESRI is forecasting 2.4% inflation over the 2025-2030 period and provide forecasts without adjustments for inflation—so growth below 2.4% means that incomes are actually declining relative to inflation
- The projected annual growth rates for the City of Lakeville and the 5- and 10-minute drivetime areas meet or exceed this projected inflation—2.4% to 2.8%
- This forecasts suggests that income growth in the market is real growth
- Dakota County and the Metro MSA, however, are projected to see declines in income relative to inflation
- Higher base incomes and income growth are attractive to housing and commercial developers



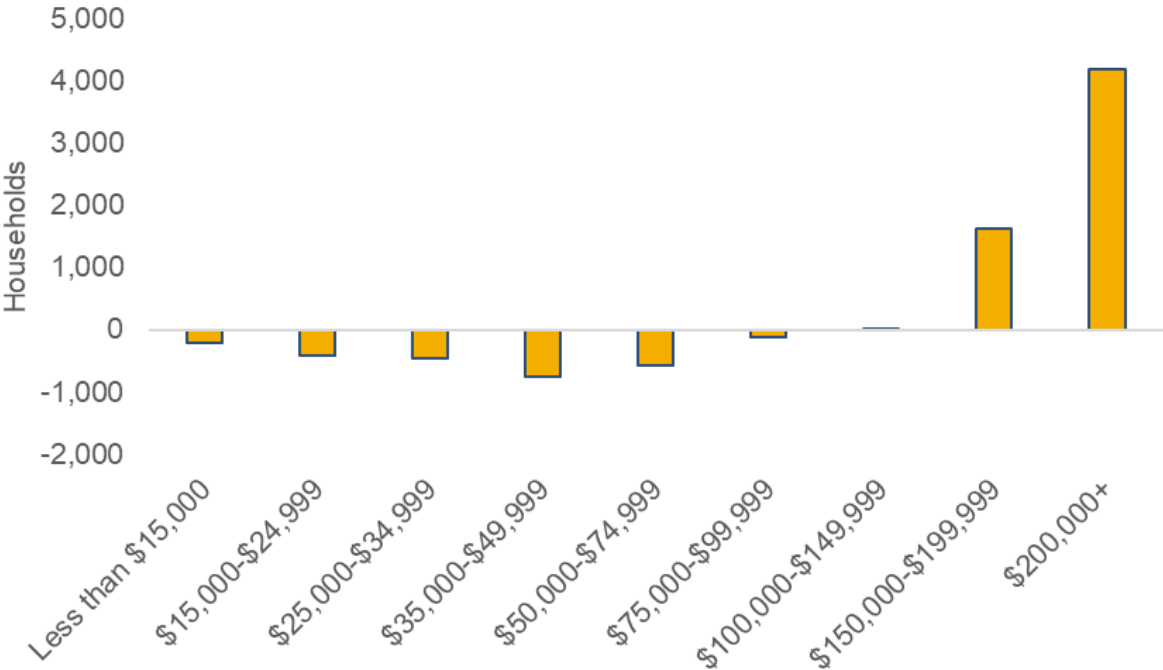
Demographics: Projected Household Growth by Age of Householder in the City of Lakeville, 2025 to 2030

7. Projected Household Growth by Age of Householder, City of Lakeville, 2025 to 2030



- Baby Boomers (Age 65 plus) will continue to drive household growth

8. Projected Household Growth by Income of Householder, City of Lakeville, 2025 to 2030

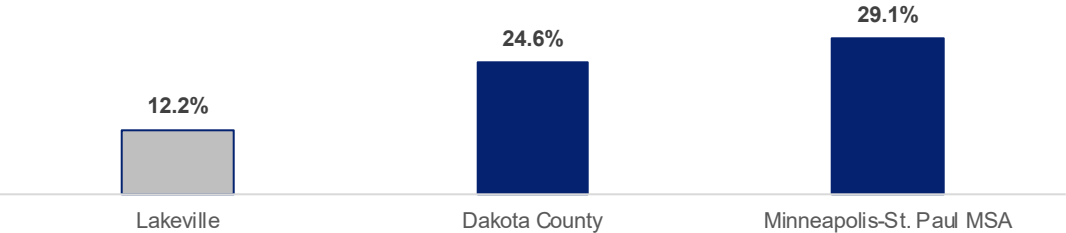


- Overall shift in growth to higher income groups—Millennials hitting higher income earning years and Baby Boomers with higher investment incomes



Demographics: Household Rental Rates and Housing Turnover for Homeowners and Renters in the City of Lakeville

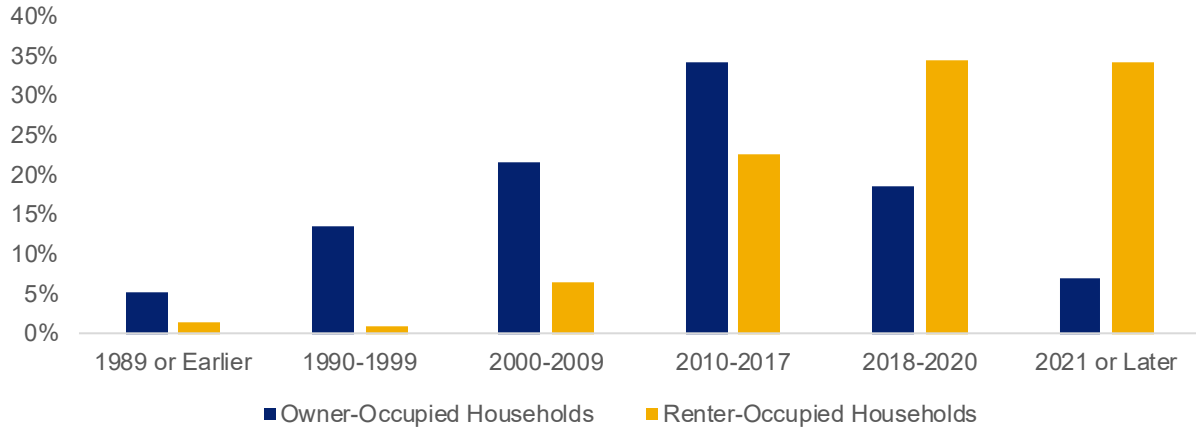
9 Household Rental Rates in Lakeville, 2023



Source: American Community Survey, U.S. Census; ESRI; LOCi Consulting LLC

- The household rental rate in Lakeville is half the rate for the Minneapolis-St. Paul market as a whole

10 Move-In Year for Households in Lakeville, 2023



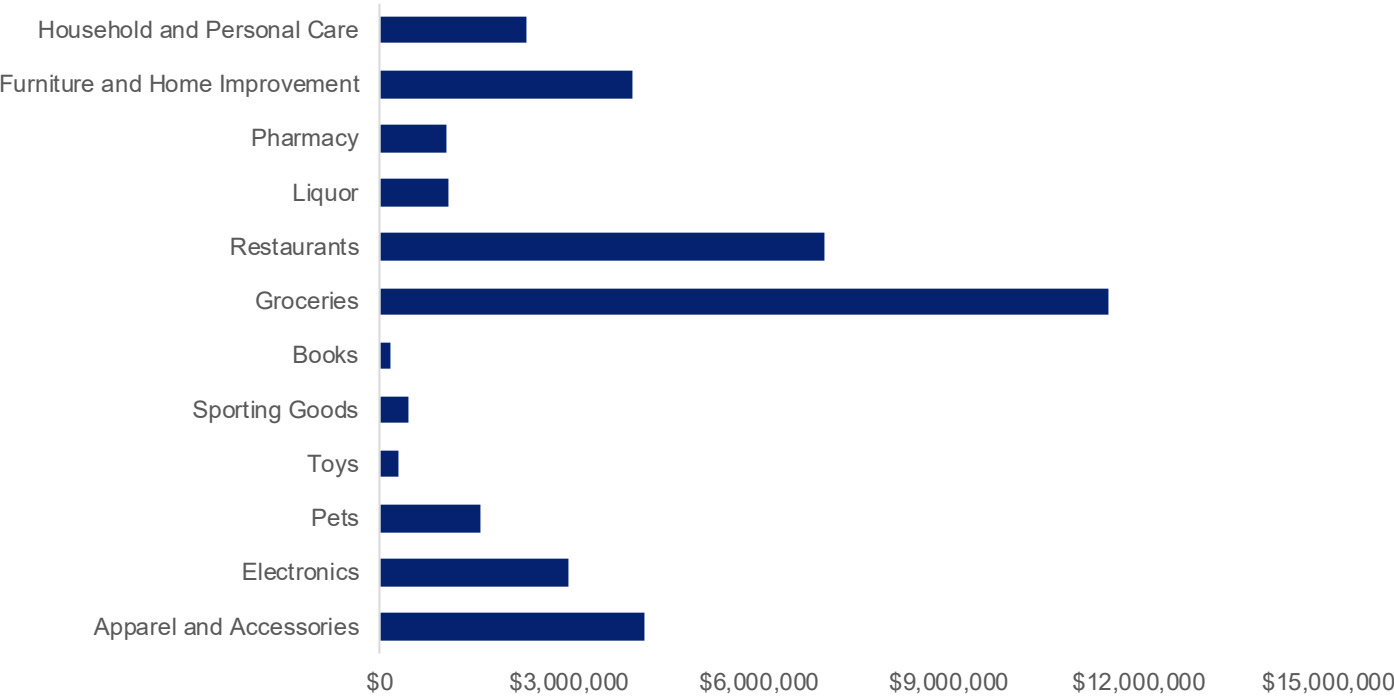
Source: American Community Survey, US Census Bureau; ESRI; LOCi Consulting LLC

- 26% of homeowners and 68% of renters moved into their homes within the last five years
- This data is used to determine housing demand from turnover within existing households



Demographics: Growth in Consumer Expenditure in Retail Categories

11 Forecasted Growth in Consumer Spending in the 10-Min Drivetime Area, 2025-2030



* Data is shown in 2024 Dollars, adjusted from ESRI projection. ESRI assumes 2.4% inflation.

Source: US Census Bureau; ESRI; LOCi Consulting LLC

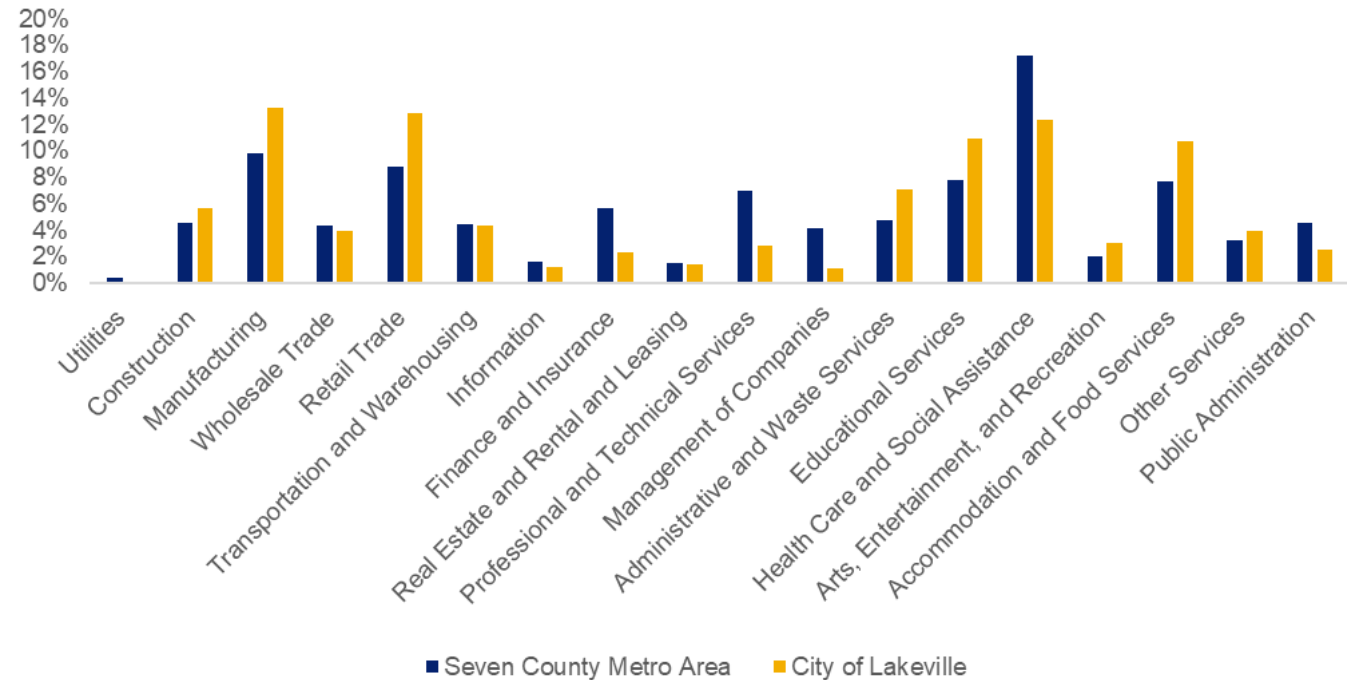
- Retail expenditure is projected to grow by about \$37 million in the 10-Minute Drivetime Area—about 0.6% per year when adjusted for inflation
- This growth is driven by new households in the market and real income growth
- Grocery stores and restaurant categories are projected to see the highest increases in consumer spending
- These categories make up the largest percentage of overall spending
- Additionally, groceries and restaurants tend to be less impacted by online competition, so these categories have seen more growth in commercial real estate demand

Demographics: Employment by Industry

- Compared to the Seven-County Metro Area, the City of Lakeville has a higher percentage of Construction, Manufacturing, Retail Trade, Educational Service, and Accommodation and Food Service jobs
- These types of jobs are more likely to be located at retail and industrial real estate and less likely to be located in office space

12

Distribution of Employment for the City of Lakeville and the Metro Area, 2024



Notes:

Utilities employment is not disclosed for the City of Lakeville.

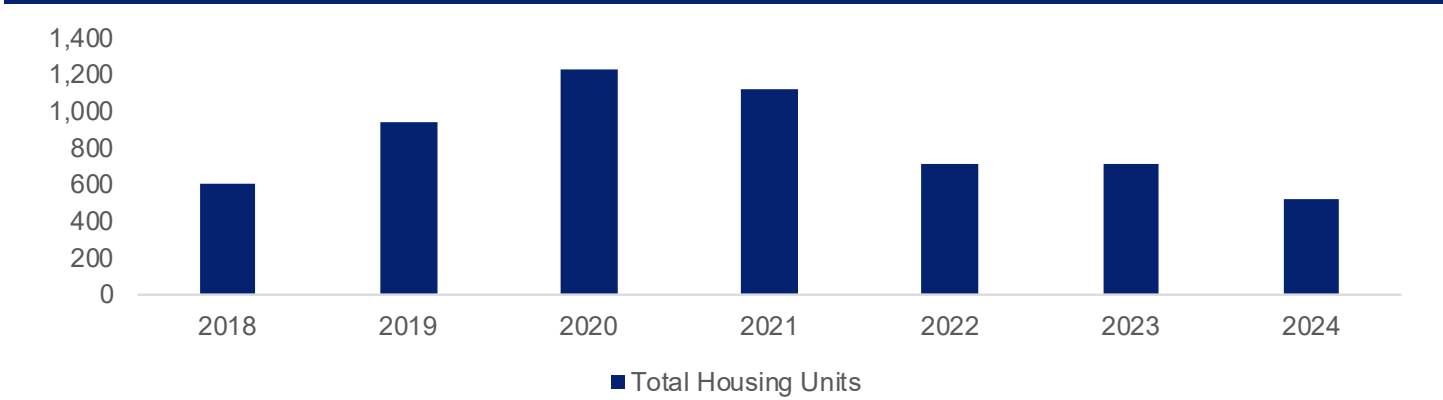
Source: Minnesota Department of Employment and Economic Development; Quarterly Census of Employment and Wages; Employment Outlook; LOCi Consulting LLC



Building Permits: Lakeville is averaging 835 housing unit permits per year since 2018, although production has slowed significantly in the last year



13 Building Permit Units in the City of Lakeville, 2018-2024



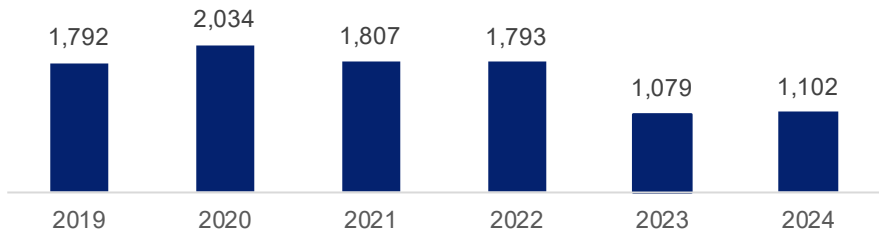
	2018	2019	2020	2021	2022	2023	2024
Total Housing Units	602	945	1,223	1,126	714	713	523
Single-Family Homes	446	521	639	527	325	309	285
Detached Townhomes	32	35	103	136	62	58	100
Townhomes	49	64	73	73	160	94	49
Apartment Units	75	325	408	390	167	252	89

Source: City of Lakeville; LOCi Consulting LLC



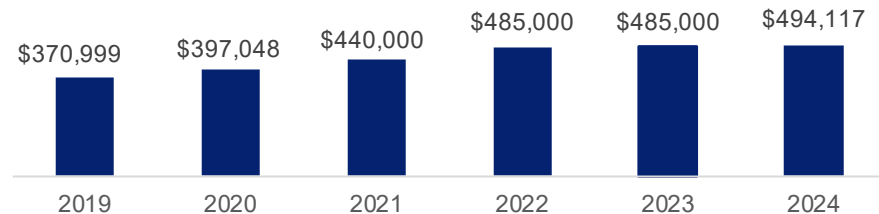
For-Sale Residential Market: With rising interest rates, existing home sales have cooled Lakeville, driven by interest rate increases and following national trends

14 Residential Real Estate Transactions in Lakeville



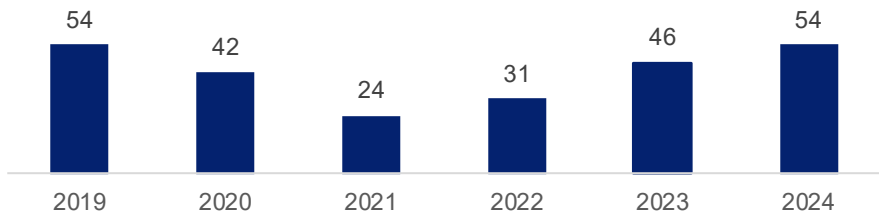
Source: Multiple Listing Service; LOCi Consulting LLC

15 Median Sales Price of Home Sales in Lakeville



Source: Multiple Listing Service; LOCi Consulting LLC

16 Average Days on the Market for Home Sales in Lakeville



Source: Multiple Listing Service; LOCi Consulting LLC



For-Sale Residential Market: Select Actively Marketing Single-Family Developments in Lakeville

Development	Units	Square Footage	Price Points	Estimated Units per Acre
Cedar Hills – Discovery Collection Single-Family Homes 2020	139 (85 sold)	2,185 – 2,706	\$559,810 - 612,550	1.3 (78-acre development)
Glacier Creek, 2nd 4th and 5th Additions Single-Family Homes 2021	99 (77 Sold)	2,984 - 3,921	\$635,529 - 799,900	3.0 (32-acre development)
Berres Ridge, 7th 8th and 9th Additions Single-Family Homes 2020	88 (44 Sold)	2,377 – 4,801	\$548,900 – 774,900	2.1 (42-acre development)



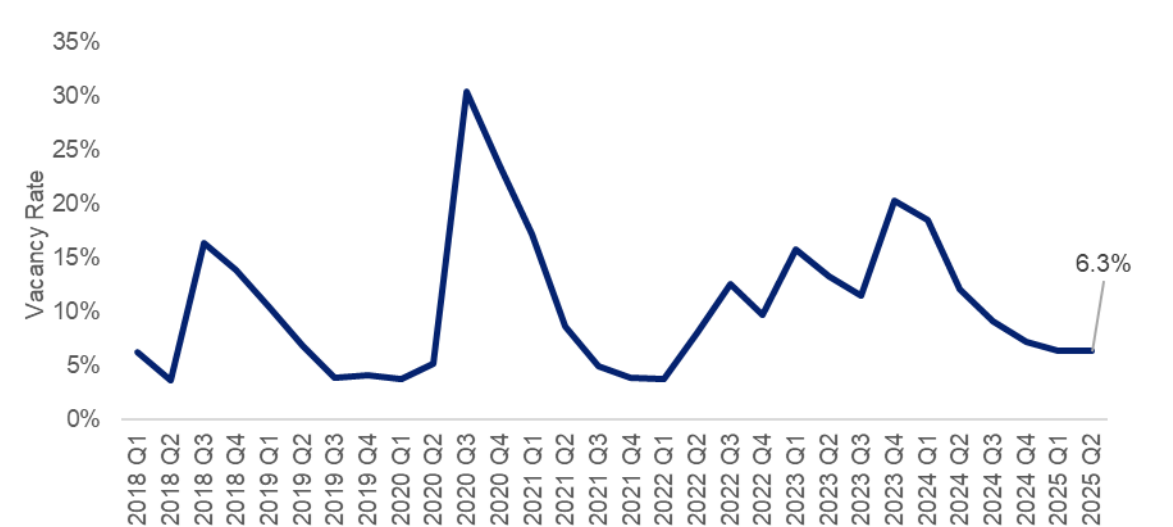
For-Sale Residential Market: Select Actively Marketing Townhome Developments in Lakeville

Development	Units	Square Footage	Price Points	Estimated Units per Acre
Cedar Hills – Villa Collection Detached Townhomes 2020	205 (85 sold)	1,783 – 1,968	\$498,685 - 579,780	2.6 (76-acre development— estimated as the gross acreage for the development)
Voyageur Farms Detached Townhomes 2022	90 (24 sold)	1,828 – 2,502	\$439,900 – 570,000	2.4 (38-acre development)
Brookshire Side-by-Side Townhomes 2022	71 (45 Sold)	1,665 – 1,894	\$349,000 – 422,000	7.1 (10-acre development)
Cordelia, 2nd Addition Side-by-Side Townhomes 2023	91 (61 Sold)	1,883 – 2,011	\$363,000 – 450,000	7.5 (12-acre development)



Rental Market: New rental product developed in the market has pushed the vacancy rate above 5%, but market-rate rents are still seeing growth

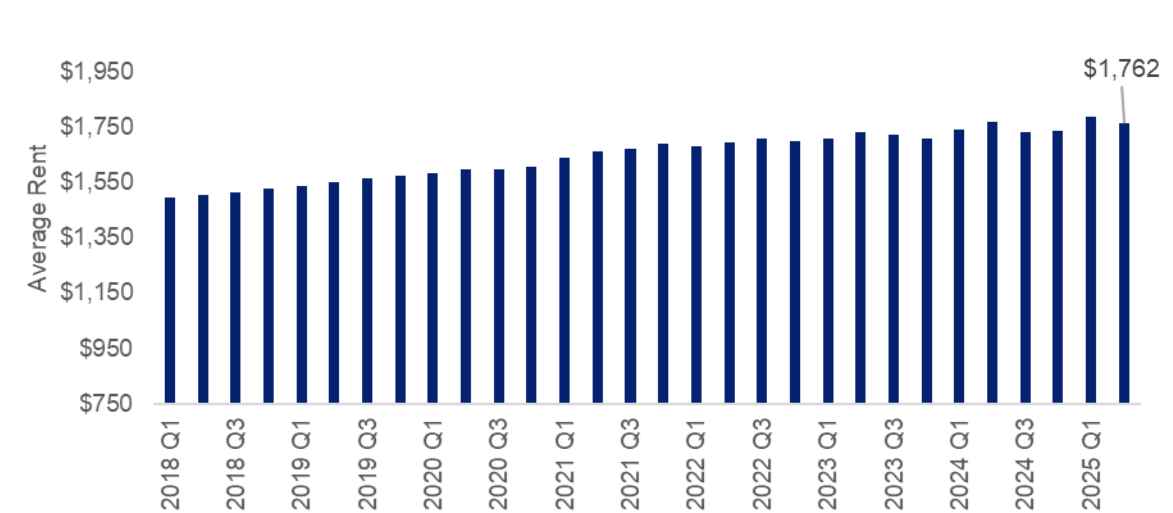
17 Vacancy Rates for Market-Rate Rental Housing in Lakeville



* Data is Q1 2018 to Q2 2025

Source: CoStar; LOCi Consulting LLC

18 Average Rent for Market-Rate Rental in Lakeville

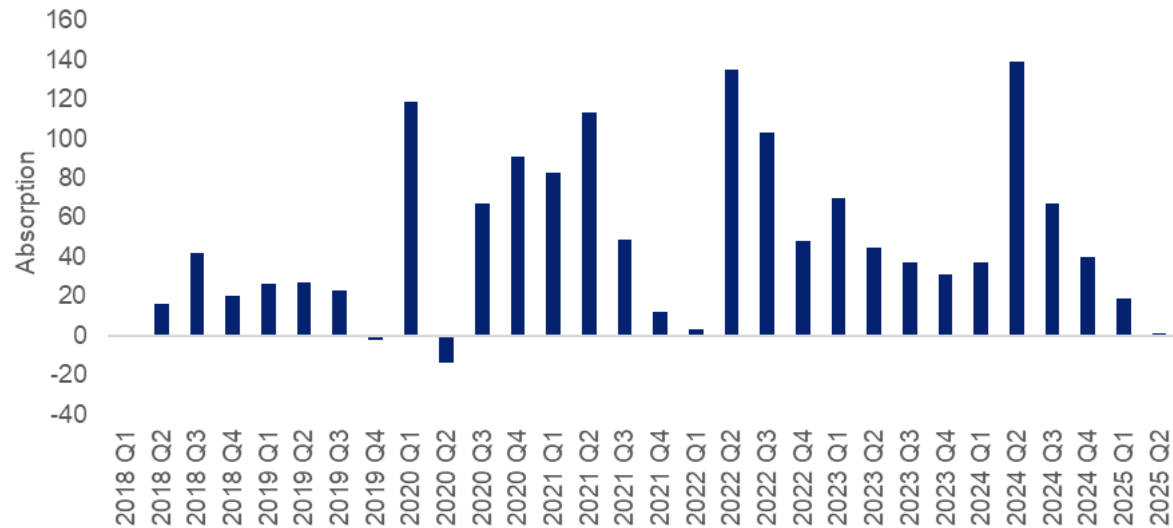


* Data is Q1 2018 to Q2 2025

Source: CoStar; LOCi Consulting LLC

Rental Market: Absorption of rental units has remained strong in Lakeville

19 Quarterly Absorption of Units for Market-Rate Rental in Lakeville



* Data is Q1 2018 to Q2 2025

Source: CoStar; LOCi Consulting LLC

- The Lakeville rental market has seen an average rental unit absorption of about 200 units per year since 2018 (about 50 units per quarter)





Rental Market: Recently Constructed Rental in Lakeville—Since 2018

Development	Year Built	Units	Vacancies	Square Footages	Rents	Estimated Units per Acre	Notes
Authentix Lakeville 11656 207th St W	2023	252	10	544 – 1,348	\$1,303 – 2,933	20.9 (12.0-acre development)	Townhome-style, rental development
Livery Modern Apts. 5076 161st St W	2022	204	4	868 – 1,505	\$1,775 – 2,851	19.2 (10.7-acre development)	Townhome-style, rental development
Arris Apartments 10805 173rd St W	2021	197	7	515 – 1,333	\$1,353 – 2,637	25.3 (7.8-acre development)	Four-story apartment building
Northlake Lofts 18400 Orchard Trail	2022	208	6	515 – 1,580	\$1,414 – 2,762	20.6 (10.0-acre development)	Four-story apartment building
The Springs at Lakeville 17400 Glacier Way	2020	260	11	662 – 1,436	\$1,609 - 2,629	16.8 (15.5-acre development)	Townhome-style, rental development
The Edison at Spirit 5181 161st St	2019	160	0	752 – 1,337	\$1,534 – 1,960	30.8 (5.2-acre development)	Four-story apartment building
Lakeside Flats 16255 Kenyon Ave	2018	120	6	588 – 1,679	\$1,415 – 2,335	29.5 (4.2-acre development)	Three-story apartment building



Residential Market: Themes from Interviews and Discussions

For Sale Market

- 2024 and 2025 have been much slower than 2022 and 2023—because of higher interest rates—but sales seem to be trending up in the last few months
- A significant portion of townhome demand is driven by investors—depending on the homeowner association agreements, the number of investor buyers is often capped
- Buyers with contingent sales have become much more common in the last two years
- Homebuyers frequently say they want larger lot sizes, but lot size is not a critical issue—brokers said they believe most buyers will be willing to go smaller on lot size to keep the overall cost lower
- There is strong demand from 1st and 2nd generation immigrant families in Lakeville
- The strong school district(s) are a strong selling point for Lakeville

Rental Market

- Lease up of new projects is going well—managers are still seeing strong demand
- Renters like the variety of rental types offered in Lakeville, with both apartment buildings and townhome style rentals
- Renters are coming from all over the Twin Cities and a wide variety of new household formations, middle-aged and young senior renters, and change-of life-renters

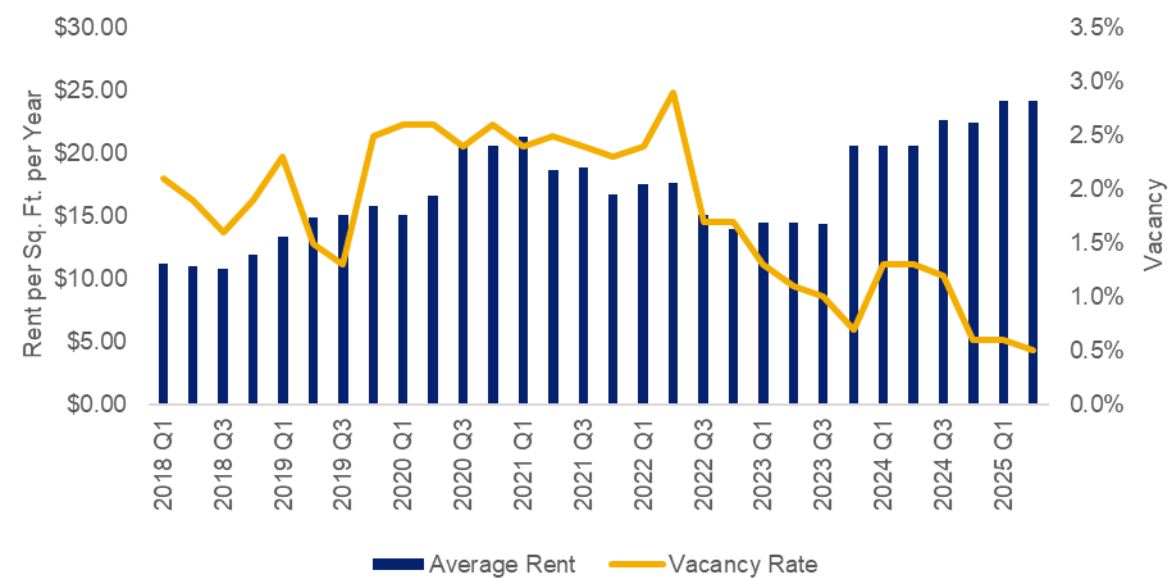


Source: Interviews, LOCi Consulting LLC



Retail Real Estate Market: Vacancy rates for retail are much lower than the Metro Area and absorption over the last 10 years has been strong

20 Average Lease and Vacancy Rates for Retail Space in Lakeville

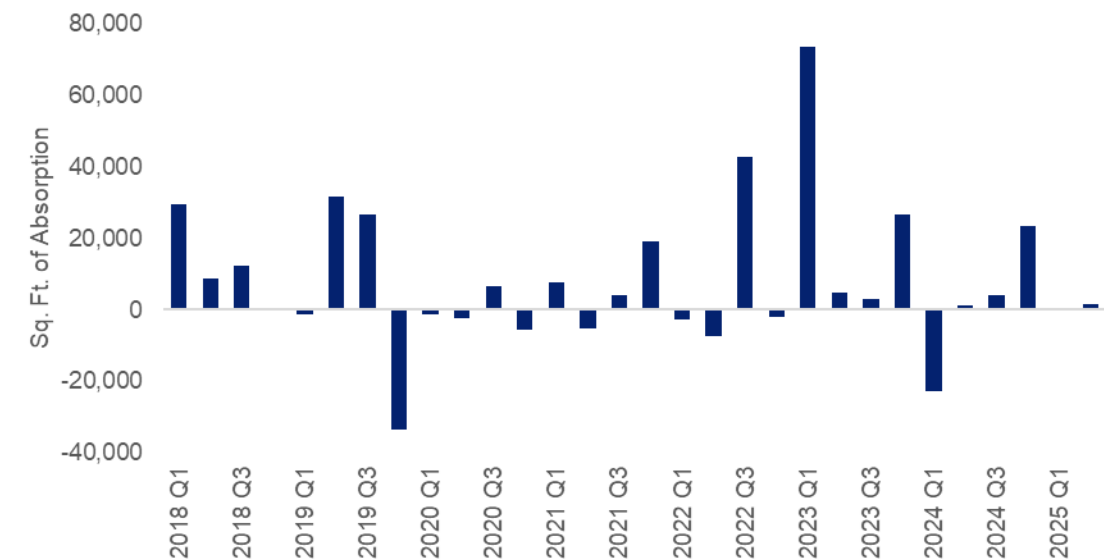


* Data is Q1 2018 to Q2 2025.. Rents are average for all lease types.

Source: CoStar; LOCi Consulting LLC

- Lakeville’s retail vacancy rate was 0.5% in 2nd quarter of 2025 (versus 2.7% for the Minneapolis Market)

21 Net Quarterly Absorption for Retail Space in Lakeville

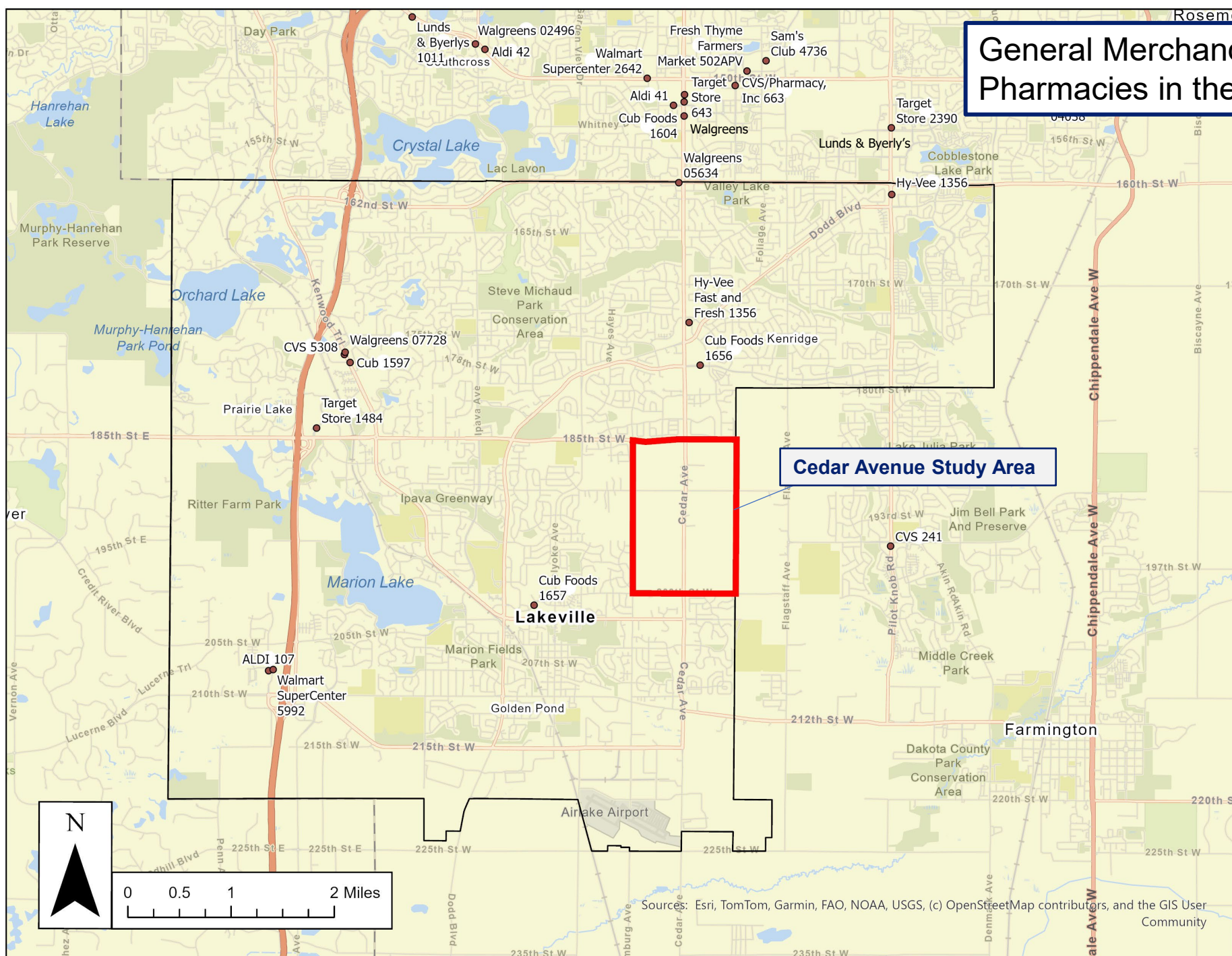


* Data is Q1 2018 to Q2 2025

Source: CoStar; LOCi Consulting LLC

- The retail market in Lakeville has seen average annual absorption* of over 50,000 square feet of space per year (2018-2025 Q2)

General Merchandisers, Grocers, and Pharmacies in the Lakeville Area



Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



Retail Real Estate Market: New Construction in Lakeville since 2018

Development	Year Built	Square Footage	Acreage	Floor Area Ratio
20681 Keokuk Ave – Taco Bell	2024	2,867	1.76	0.04
17401 Dodd Blvd – New Creations Child Care and Learning Center	2023	23,842	1.31	0.14
7200 Lakeville Blvd – Apple Collision and Glass	2022	61,674	10.28	0.13
20170 Iberia Avenue – Tires Plus	2021	6,500	1.08	0.14
18477 Kenrick Ave – Raising Cane's	2021	3,365	1.49	0.08



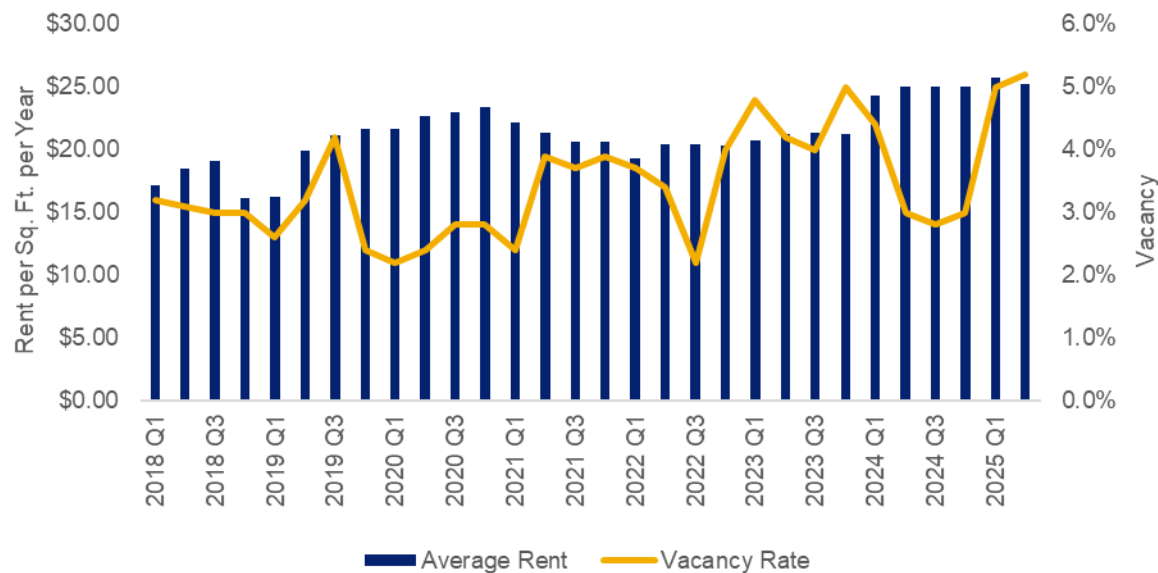
Retail Real Estate Market: New Construction in Lakeville since 2018 (Continued)

Development	Year Built	Square Footage	Acreage	Floor Area Ratio
20880 Keokuk Ave – Strip Mall (Emporium Room)	2021	19,611	2.74	0.16
17380 Cedar Ave – Hy-Vee Fast & Fresh	2019	7,830	3.90	0.05
11542 207th St – ALDI	2018	22,261	2.52	0.20
9139 202 nd St – O'Reilly Auto Parts	2018	7,569	1.01	0.17
19925 Idealic Ave – Advanced Oral Surgery	2018	4,164	0.75	.013



Office Real Estate Market: Vacancy rates are lower than the metro and positive office space absorption since 2020 (driven mostly by medical office)

22 Average Lease and Vacancy Rates for Office Space in Lakeville

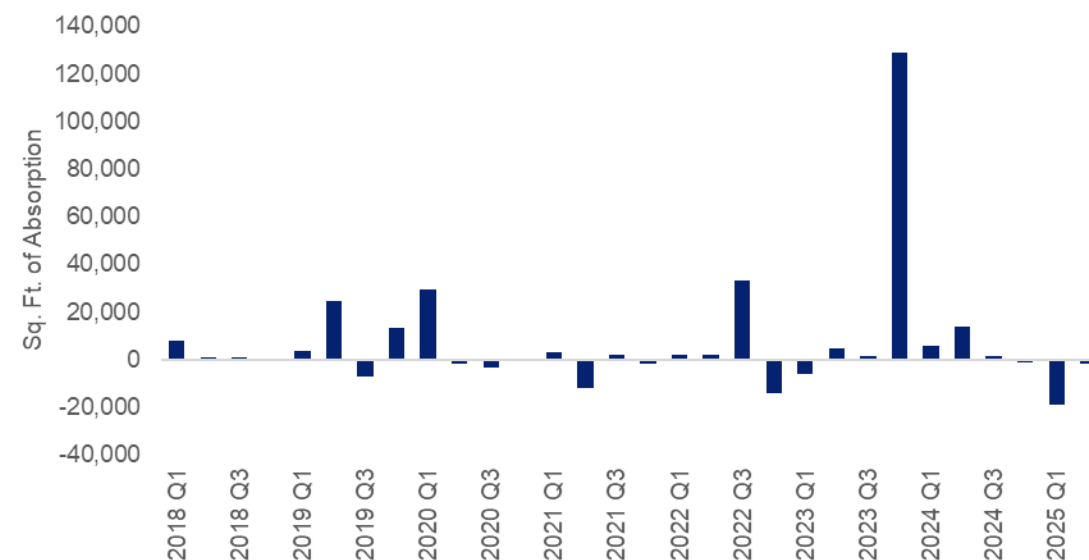


* Data is Q1 2018 to Q2 2025.. Rents are average for gross lease types.

Source: CoStar; LOCi Consulting LLC

- Lakeville's office vacancy rate was 5.2% in 2nd quarter of 2025 (versus 11.6% for the Minneapolis Market)

23 Net Quarterly Absorption for Office Space in Lakeville



* Data is Q1 2018 to Q2 2025

Source: CoStar; LOCi Consulting LLC

- The Lakeville office market has seen absorption* of about 20,000-square feet per year since 2018, although the last year (2024 Q2 to 2025 Q2) saw negative absorption



Office Real Estate Market: New Office Constructed in Lakeville since 2018 – all but one development is medical office

Development	Year Built	Square Footage	Acreage	Floor Area Ratio
18465 Orchard Trail – Lakeville Specialty Center	2022	107,036	4.24	0.58
17489 Dodd Blvd – Allina Health Lakeville North Clinic	2022	68,356	4.47	0.35
17210 Kenyon Ave – Summit Orthopedics	2021	25,600	1.72	0.34
18484 Kachina Ct – Park Nicollet Clinic	2019	28,128	4.63	0.14
21088 Keswick Loop – Compeer Financial	2018	30,295	3.40	0.20

Planned and Pending Developments in Lakeville

Residential

Single-Family

- 539 total available single-family lots as of June 30, 2025
- 259 total single-family lots preliminary platted, pending final plat

Townhomes

- 616 total available townhome lots as of June 30, 2025
- 250 townhome lots preliminary platted, pending final plat

Apartments

- Crown LMN, LLC been approved to develop two market-rate, four story multi-family apartment buildings with 182 units on just under 10 acres located north of 210th Street (CSAH 70) and west of Keokuk Avenue (This project may not move forward)
- Ron Clark Construction has received final plat approval by the City Council for a development to be known as Kenyon Green—with 15 attached townhomes and a 49-unit multi-family apartment building on a 6.5-acre parcel

Commercial

- Heritage Commons 10th Addition has received pre-plat approval for the construction of two convenience restaurants - Chipotle and a drive-thru coffee shop, located at 202nd Street and Dodd Boulevard
- Oppidan is proposing the 13-acre Marketplace at Cedar with nine commercial lots located at the SE corner of Cedar Avenue (CSAH 23) and 179th Street (CSAH 9). Marketed tenants include ALDI, Taco Bell, Valvoline, and a credit union. The project received preliminary plat approval by the City Council
- MSP Pilot Knob, LLC has proposed the development of a 9,205 square-foot commercial space to be located within the Spirit of Brandtjen Farm commercial development for Grow Pediatrics. The project has not received final council approval
- Heritage Commons 9th Addition has received final plat approval for the development of a Chase Bank

Appendix

A.1 Median Household Income

	Estimate 2025	Forecast 2030	Proj. Annual Growth Rate 2025-2030
City of Lakeville	\$132,898	\$152,332	2.8%
<u>Cedar Avenue Study Area</u>			
5-Minute Drive-Time Area	\$126,924	\$145,765	2.8%
10-Minute Drive-Time Area	\$119,242	\$134,470	2.4%
15-Minute Drive-Time Area	\$109,551	\$121,263	2.1%
Dakota County	\$103,582	\$113,378	1.8%
Minneapolis-St. Paul CBSA	\$99,859	\$109,679	1.9%
United States	\$81,624	\$92,476	2.5%

Source: US Census Bureau; ESRI; LOCi Consulting LLC

A.2 Households by Age and Income in Lakeville

2025							
	Age of Householder						
	15-24	25-34	35-44	45-54	55-64	65-74	75+
Less than \$15,000	147	289	255	282	444	501	686
\$15,000-\$24,999	114	209	248	249	469	501	739
\$25,000-\$34,999	99	262	268	235	388	503	846
\$35,000-\$49,999	300	858	958	643	938	1,089	1,362
\$50,000-\$74,999	322	1,543	1,753	1,516	1,697	2,196	1,713
\$75,000-\$99,999	350	1,919	2,288	2,007	1,959	1,997	1,155
\$100,000-\$149,999	235	2,590	3,871	3,644	3,423	2,349	744
\$150,000-\$199,999	75	1,855	3,309	3,010	2,577	1,202	514
\$200,000+	28	1,742	4,028	4,219	3,559	1,426	393
Median HH Inc.	\$61,128	\$107,258	\$130,460	\$137,297	\$121,482	\$86,722	\$54,588
Minneapolis-St. Paul CBSA	\$53,317	\$97,534	\$119,053	\$126,783	\$112,459	\$80,580	\$52,412
2030							
	Age of Householder						
	15-24	25-34	35-44	45-54	55-64	65-74	75+
Less than \$15,000	143	250	211	251	300	438	790
\$15,000-\$24,999	99	174	172	193	312	423	742
\$25,000-\$34,999	84	201	197	159	245	420	831
\$35,000-\$49,999	282	730	757	541	676	931	1,477
\$50,000-\$74,999	327	1,396	1,476	1,376	1,332	2,178	2,075
\$75,000-\$99,999	375	1,815	2,032	2,013	1,680	2,114	1,525
\$100,000-\$149,999	270	2,700	3,505	3,633	3,016	2,702	1,044
\$150,000-\$199,999	89	2,224	3,345	3,447	2,623	1,568	864
\$200,000+	38	2,530	4,613	5,335	4,022	2,236	799
Median HH Inc.	\$66,838	\$121,424	\$145,999	\$153,123	\$139,550	\$100,012	\$62,376
Minneapolis-St. Paul CBSA	\$56,933	\$107,563	\$130,078	\$140,611	\$127,872	\$93,170	\$60,030

A3 Consumer Spending in Retail Categories In the PMA

	Estimate 2025	Forecast 2030	Growth 2025-2030
Apparel and Accessories	\$131,952,021	\$136,147,978	\$4,195,957
Electronics	\$98,644,558	\$101,637,838	\$2,993,280
Pets	\$53,786,322	\$55,381,732	\$1,595,410
Toys	\$9,538,135	\$9,832,874	\$294,739
Sporting Goods	\$14,340,669	\$14,807,825	\$467,156
Books	\$6,332,023	\$6,514,428	\$182,405
Groceries	\$378,421,636	\$389,942,505	\$11,520,869
Restaurants	\$220,651,845	\$227,693,334	\$7,041,489
Liquor	\$36,035,529	\$37,126,013	\$1,090,484
Pharmacy	\$37,276,088	\$38,321,474	\$1,045,386
Furniture and Home Improvement	\$129,996,336	\$133,973,377	\$3,977,041
Household and Personal Care	\$75,548,333	\$77,875,734	\$2,327,401
Total	\$1,192,523,495	\$1,229,255,113	\$36,731,618

* Data is shown in 2025 Dollars, adjusted from ESRI projection. ESRI assumes 2.4% inflation.

Source: US Census Bureau; ESRI; LOCi Consulting LLC

A4 Est. Employment by Industry for the Metro Area and Lakeville, 2024

	Seven County Metro Area		City of Lakeville	
	Number	Pct.	Number	Pct.
Utilities	7,035	0%	---	---
Construction	80,031	5%	1,237	6%
Manufacturing	172,794	10%	2,871	13%
Wholesale Trade	77,820	4%	853	4%
Retail Trade	155,474	9%	2,787	13%
Transportation and Warehousing	79,091	4%	948	4%
Information	28,735	2%	267	1%
Finance and Insurance	99,668	6%	502	2%
Real Estate and Rental and Leasing	27,103	2%	317	1%
Professional and Technical Services	124,295	7%	615	3%
Management of Companies	74,226	4%	237	1%
Administrative and Waste Services	84,323	5%	1,525	7%
Educational Services	137,938	8%	2,369	11%
Health Care and Social Assistance	304,451	17%	2,668	12%
Arts, Entertainment, and Recreation	35,946	2%	659	3%
Accommodation and Food Services	135,106	8%	2,319	11%
Other Services	56,525	3%	856	4%
Public Administration	79,689	5%	542	3%
Total	1,764,363	100%	21,599	100%

Notes:

Utilities employment is not disclosed for the City of Lakeville.

Source: Minnesota Department of Employment and Economic Development; Quarterly Census of Employment and Wages; Employment Outlook; LOCi Consulting LLC

A.5 For-Sale Housing Demand in the Study Area, 2025 to 2030.

Demand from Household Growth in Lakeville

Households in 2025	26,691
Households in 2030	28,873
Projected growth of the market	2,182
Estimated percentage that will choose new for-sale housing	88%
Units needed to meet demand from household growth in Lakeville	1,916

Demand from For-Sale Housing Turnover in Lakeville

Estimated number of households that own in Lakeville in 2025	23,442
Pct. that will seek new for-sale housing between 2025 and 2030	26%
Pct. that will choose new for-sale housing	3%
Units needed to meet demand from turnover in PMA	150

Demand from Outside the PMA

Estimated demand from outside PMA	5%
Total Demand for For-Sale Housing in Lakeville	2,175

Planned and Pending Single-Family and Townhome Lots

Planned or pending lots in Lakeville	1,664
Units needed in Lakeville	511

Demand in Lakeville by Housing Type ¹

	Single-Family	Townhomes
	75%	25%
Units needed in Lakeville	383	128

1. Based on distribution of MLS listed new construction sold between 2020 and 2024.

A.6 Rental Housing Demand in the Growth Area, 2025 to 2030

Demand from Household Growth in Lakeville

Households in 2025	26,691
Households in 2030	28,873
Projected growth of the market	2,182
Estimated percentage that will choose new rental housing	12%
Units needed to meet demand from household growth in Lakeville	266

Demand from For-Sale Housing Turnover in Lakeville

Estimated number of households that rent in Lakeville in 2024	3,249
Pct. that will seek new rental housing between 2025 and 2030	69%
Pct. that will choose new rental housing	10%
Units needed to meet demand from turnover in PMA	223

Planned and Pending Rental Units

Planned or pending rental units	230
Total Demand for For-Sale Housing in Lakeville	258

Demand from Outside the PMA

Estimated demand from outside PMA	5%
Total Demand for For-Sale Housing in Lakeville	272

Source: LOCi Consulting LLC

A7 Retail Space Demand in the Growth Area, 2025-2030

Increase in Consumer Demand in 2025 Dollars, 2025 to 2030	\$36,731,618
Percent of Consumer Demand Spent at Brick and Mortar Retail	85%
Demand from Brick-and-Mortar Retail in the Market	\$31,222,000
Times Percentage Capturable by the Retail Node	15.0%
Equals Consumer Demand for Retail Sales in the Market	\$4,683,300
Divided by Average Sales per Square Foot	\$400 - \$600
Equals Demand for New Retail Space in the Retail Node	7,800 - 11,700

Source: ESRI; Minnesota Department of Revenue; Costar; LOCi Consulting LLC

A.8 Medical Office Space Demand in the Study Area, 2025-2030

Estimated Base of Medical Office Employment, Seven County Metro Area, 2023	
Ambulatory Health Care Services	91,729
Total	91,729
Estimated Total Square Footage Medical Office in Seven County Metro, 2025 ¹	24,000,000
Medical Office Square Footage per Employee	262
Estimated Five-Year Growth of Medical Office Employment, Seven County Metro Area, 2022 - 2032	
Ambulatory Health Care Services	4,450
Total	4,450
Additional Medical Office Space Demanded in Seven County Metro, 2025-2030	1,200,000
Medical Office SF in Lakeville, 2025 ¹	339,000
Medical Office SF in Lakeville as Percent of Total Metro	1.4%
Estimated Demand for Medical Office SF in Lakeville	16,950
Estimated capture rate for Study Area	10.0%
Estimated Demand for Medical Office SF in Lakeville	1,695

1. Costar data.

Source: ESRI; Minnesota Department of Employment and Economic Development; CoStar;
LOCi Consulting LLC



Data Resources and Study Limitations

The data in this market analysis are compiled from a variety of sources, including interviews with city officials, property managers, and real estate salespeople, along with secondary demographic, economic, and competitive resources. Sources are identified in the tables and figures.

LOCi Consulting believes that these sources are reliable. However, there is no way to authenticate this data and information. LOCi Consulting does not guarantee the data and assumes no liability for any errors in fact, analysis, or judgement. The data in this analysis includes the most recent information available at the time of this analysis.

The findings, conclusions, and recommendations in this demand analysis are based on the best judgements and analysis at the time of the study. LOCi Consulting makes no guarantees or assurances that the projections or conclusions will be realized as stated.



Thank you!

Services:

- Market studies
- Demographic analysis
- Customer segmentation
- Market identification
- Market sizing
- Competitive analysis
- Geographic Information Systems (GIS) and site selection
- Data analytics

Contact Information:

Grant Martin
Principal
LOCi Consulting LLC
651-888-8464
grant@lociconsult.com
<https://www.lociconsult.com/>



Cedar Avenue Land Use & Market Analysis Study

Appendix B: Land Use Analysis

Prepared by



DRAFT January 2026

Introduction

An analysis of past and current land use policy, recent developments, and future needs was completed to inform land use recommendations within Cedar Avenue Small Area Plan. Outcomes of each of these analyses are highlighted within this appendix to provide additional context and background. Additionally, considerations for how this analysis can be used within future policy updates and the 2050 Comprehensive Plan are provided.

Existing Framework

A review of existing land use policy and recent development activity established an existing framework and understanding for the small area plan to be built upon.

2040 Comprehensive Plan

Lakeville Thrive!, the 2040 Comprehensive Land Use Plan, has guided Lakeville's development decisions since its adoption in October of 2019. The plan established growth management and land use goals and policies that support fiscally responsible growth that aligns with community needs and character. The future land use plan utilizes 16 land use categories to guide development decision throughout the community.

The Cedar Avenue small area plan study area is included within the Cedar Corridor special planning area. At the time of the plan's development the Red Line Bus Rapid Transit Corridor (BRT) was planned for extension along



Cedar Avenue. The Cedar Corridor was analyzed for transit-oriented development at a minimum average density of 8.0 dwelling units per acre to support the transit operations. Four land use categories were used within the small area plan study area:

Table 1. 2040 Comprehensive Plan Land Use Categories

Land Use	Density (du/ac)	Anticipated Uss	Acres	% of Area
Low to Medium Density	4.0-5.0	Single family, two family, detached townhouses	557	64%
Medium to High Density	5.0-9.0	Detached townhouse, quad, row/back-to-back attached townhouses	119	14%
Corridor Mixed Use	26.0-45.0	High density residential, senior housing, commercial, office	119	14%

A station was planned at Cedar Avenue and 195th Street, located within the study area. Land within a ½ mile of the transit station was guided to support the development of 2,283 to 3,656 new dwelling units at a density range of 0.1 to 45.0 units per acre. The Corridor Mixed Use land use category was guided to support the creation of 1 job per every 920 sf, resulting in a total job creation within the study area of 1,557 employees.

Table 2. 195th Street Transit Station Plan

Land Use	Net Acres	Density		Dwelling Units	
		Min	Max	Min	Max
Low Density Residential	1.0	0.1	3.0	1	3
Low to Medium Density	159.3	4.0	5.0	637	796
Medium to High Density	106.1	4.0	7.0	424	743
Corridor Mixed Use	47	26.0	45	1,221	2,114
Total	313.2			2,283	3,656

The extension of the Red Line BRT is no longer planned following Metropolitan Council and Dakota County decisions, initiating the desire to explore land use opportunities and market realities through this small area plan.

Recent Development Context

While transportation context has changed, development surrounding the project area has continued. Adjacent development has included a combination of single-family homes alongside detached and attached townhomes, reflecting broader housing market trends and responding to Lakeville's evolving demographic and economic conditions. In recent years, the surrounding area has experienced steady housing development and demand, supported by both traditional detached homes and higher-density, lower-maintenance and more affordable housing options. These developments support the addition of 778 units near the study area.

Table 3. Recent Development Context

Development	Housing Types	Total Units	Net Density	Gross Density
Voyager Farms Addition	Detached townhomes	154 units	4.0 u/a	2.47 u/a
Glacier Creek 5th Addition	Single-family homes	39 units	3.18 u/a	3.10 u/a
Ameila Meadows	Single-family and attached townhomes	232 units	3.88 u/a	3.15 u/a
Berres Ridge 9th Addition	Single-family homes	34 units	2.6 u/a	1.95 u/a
Reserve at Cedar Creek	Single-family homes	48 units	3.27 u/a	2.4 u/a
Cedar Creek Villas Addition	Detached townhomes	66 units	3.13 u/a	2.20 u/a
Cedar Hills Addition	Detached townhomes	205 units	3.11 u/a	2.16 u/a

Spatially, these new neighborhoods are concentrated near existing transportation corridors and utility infrastructure extensions, enabling incremental and efficient expansion of the built environment. Their location also places new residents in close proximity to emerging commercial areas, parks, and city services, enhancing the overall accessibility and reinforcing development opportunities. Development to the south-east of the study area supports the extension of city services into the study area, opening opportunities for growth within the study area, moving from south to north on the east side of Cedar Avenue before crossing over Cedar Avenue to support development on the west side.

As these developments take shape, they are beginning to define the character of the study area, transitioning it from largely rural and low-density development patterns towards neighborhoods that support neighborhood commercial uses while preserving existing natural corridors. The concentration of new developments and growth opportunities underscores the need for coordinated planning across land use and transportation networks to support safe, convenient, and equitable infrastructure and development.

Land Use Analysis

The land use analysis for the Cedar Avenue Small Area Plan was developed to establish a clear and data-informed foundation for how this key growth area should evolve over time. The analysis combined insights from the market study, recent development patterns, and the city's adopted policy guidance to create a land use framework that reflects current conditions while anticipating future opportunities. This approach ensures that land use recommendations are grounded in local context, aligned with market realities, and positioned to support strategic public investment.

This work comes at a pivotal time, as the city will soon begin its 2050 Comprehensive Plan update. The land use analysis completed for the small area plan is intentionally designed to inform and complement this upcoming effort. The framework, land use categories, and development are intended to serve as foundational inputs and data points for the broader Comprehensive Plan. In particular, the analysis helps define land use typologies that support investment within the study area and respond to the community's long-term housing, employment, and commercial needs.

The Cedar Avenue study area is a significant growth area within the community, as one of the largest areas positioned to accommodate new housing, commercial development, infrastructure extension, and public and open spaces. With ongoing shifts in residential densities and evolving expectations for neighborhood-serving commercial development, it is critical to understand the development capacity of the area and how it contributes to Lakeville's overall land use balance. Establishing this understanding ensures that future development not only fits the study area context but also supports broader community goals related to housing diversity, fiscal health, and sustainable infrastructure expansion.

The market analysis prepared as part of the study served as the basis for defining a set of land use typologies tailored to the study area. These typologies reflect both recent development patterns in Lakeville and the projected market environment for the next 10 to 15 years. By grounding land use guidance in market conditions, the analysis supports development that is realistic, financially feasible, and responsive to long-term community needs.

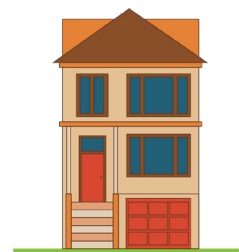
A total of six land use typologies were used to build land use recommendations within the study area. These categories provide a structured approach for evaluating development scenarios, calculating housing capacity, and identifying the infrastructure needed to support full build-out of the area.



Single-family homes

Density: 2.5 to 4.5 units/acre

Description: This typology reflects traditional detached housing on individual lots, offering private yards, driveway access, and lower-density neighborhood character.



Detached townhomes

Density: 3.0 to 6.0 units/acre

Description: Detached townhomes provide a transition between single-family neighborhoods and higher-density residential forms. These homes offer standalone units, but at a slightly higher density and may incorporate shared maintenance or managed common areas.



Twinhomes

Density: 4.0 to 7.0 units/acre

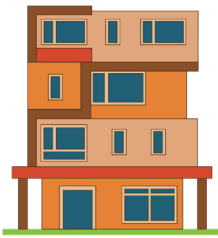
Description: Twinhomes include two attached units within a single structure, blending moderate density living with a residential character similar to single-family homes.



Attached townhomes

Density: 6.0 to 9.0 units/acre

Description: Attached townhomes offer a medium-density building typology, where units share walls and have smaller individual yards.



Apartments

Density: 18.0 to 32.0 units/acre

Description: Apartments provide the highest-density residential option within the study area, typically consisting of multi-story buildings with a mix of unit sizes and shared amenities.



Commercial and office development

Description: Commercial and office developments accommodate retail service, medical, and employment-oriented businesses that support both the study area and the broader community.

Several key physical and environmental considerations also shaped the small area plan recommendations within the study area. The construction of Grand Prairie Park introduces a major amenity that will serve as a regional attraction and influence land values, development desirability and connections to outdoor recreation. Additionally, the study area includes multiple green space corridors and natural drainageways that lay a critical role in storm-water management. These natural features, combined with areas of challenging topography, represent important constraints but also significant opportunities to integrate environmental systems into neighborhood design. Preserving and enhancing these features will support both ecological function and community character as development progresses.

Consumption estimates

The market analysis findings identified land use consumption estimates for the next 15 years. These estimates were identified to align with the city’s 2050 household projections identified by the Metropolitan County and over-all market trends and conditions. This analysis found that nearly 75 percent of the study area could be built out by 2040, with the remaining area assumed to be developed in following years. The timeline for this development was not identified, because it is challenging to forecast accurate and defensible market conditions beyond 15 years.

Table 4. 2050 Forecasts

Forecast	2020	2030	2040	2050
Population	69,690	79,990	84,700	89,550
Households	23,265	28,100	31,000	33,100
Employment	15,888	23,100	25,200	29,900

To support further understanding of development potential and the relationship to various land use categories and infrastructure planning, a development phasing plan was developed (Figure 6 of the study report). This phasing aligns with the planned utility extension from the southeast in Amelia Meadows to the north. It also aligns with the 2050 forecasts, assuming that the market and development potential supports 59% of the city’s household growth for the 2020 to 2030 and 2030 to 2040 growth periods.

The phasing plan was developed to identify the land use consumption need to support the development of a mix of residential typologies to support housing forecasts. The following table outlines the total acres identified for the land use typologies as grouped together in the small area plan by forecast period. The number of units identified was calculated using an average density for each typology group. Additionally, the unit total and density calculations did not remove acreage for future infrastructure of service uses. It is recommended that further analysis is completed during the Comprehensive Plan update.

Table 5. Land Use Consumption by Phase.

2025-2030				
	Total	Single-family and De-tached townhomes	Attached townhomes and Twinhomes	Apartments
		3 u/a	6 u/a	18 u/a
Acres	169 acres	135 acres	22 acres	12 acres
Household units	753 units	405 units	132 units	216 units
4.5		Average Net Density		

2030 - 2040				
	Total	Single-family and Detached townhomes 3 u/a	Attached townhomes and Twinhomes 6 u/a	Apartments 18 u/a
Acres	344 acres	270 acres	50 acres	24 acres
Household units	1,542 units	810 units	300 units	432 units
4.5 Average Net Density				

Beyond 2040 (Full build-out)				
	Total	Single-family and Detached townhomes 3 u/a	Attached townhomes and Twinhomes 6 u/a	Apartments 18 u/a
Acres	164 acres	114 acres	35 acres	15 acres
Household units	822 units	342 units	210 units	270 units
5.0 Average Net Density				

2050 Considerations

The small area plan provides data points and interim recommendations that can be used by the city within the 2050 Comprehensive Plan update process and to inform conversations with developers and property owners about development and infrastructure activities within and near the study area. The following considerations may help to inform future planning efforts regarding the Cedar Avenue study area.

Evolving density expectations for lower density residential typologies

Single-family and detached townhome typologies traditionally align with Lakeville's lower density land use categories. However, recent development activity in and around the study area has produced higher net densities for these housing types. This trend may warrant revisiting and potentially increasing density ranges for these categories in future land use planning to better reflect market conditions, development feasibility, and efficient use of infrastructure.

Medium-Density typologies align with established land use categories

Attached townhomes and twinhomes are well aligned with Lakeville's existing medium density land use categories. These typologies fit comfortably within density ranges historically applied in the City's planning framework and continue to meet demand for flexible, attainable, and moderately dense housing options. Their placement in the land use plan should reinforce transitions between lower-density neighborhoods and higher-density districts.

High-Density Residential should consider form and function

Apartment development aligns with the City's high density residential categories and has historically been delivered across a wide density spectrum. Future planning should explore this full range, including building scale, internal circulation, access, parking design, and resident amenities, to ensure the City provides rental options suitable for a diverse array of households. The land use plan should support strategic placement of high density housing to reinforce multimodal access, transit potential, and proximity to services.

Commercial and office uses should consider both neighborhood and regional needs

Commercial and office areas in the study area should be planned to accommodate a variety of small scale neighborhood services and may support broader regional commercial activity. The study area's location along Cedar Avenue and the future 185th Street extension, support both localized daily needs and regional visitation.

Green Corridors are foundational to future land use and infrastructure planning

The green corridors that traverse the study area, including drainageways, natural resource areas, and challenging topography, are key structural elements for future neighborhood design. These features must be intentionally integrated into master planning efforts to ensure ecological function, stormwater performance, and community character are preserved. The corridors also offer opportunities for trails, open space connections, and neighborhood identity.

Single-Family and Detached Townhomes will remain leading market drivers

According to the market study, single-family and detached townhomes show the highest demand and absorption potential. These are also the development types most recently delivered in surrounding areas. Their placement within the land use framework should reflect the small area plan's development structure, align with lower volume transportation networks, and take advantage of adjacency to green corridors to enhance neighborhood quality.

Twinhomes and Attached Townhomes as transitional, market-driven housing options

Twinhome and attached townhome products also exhibit strong market support and may occupy significant development areas within the study area. These typologies serve as effective transitions between lower-density housing and higher intensity uses. They are well suited near apartment sites, commercial areas, and community amenities where increased activity levels and infrastructure capacity support a more compact residential form.

Strategic distribution of apartment development to support housing diversity and commerce

Apartment land uses were intentionally placed in smaller concentrations throughout the study area to diversify housing choices and strengthen the viability of commercial development. By locating higher-density housing near amenities and activity centers, the plan supports walkability, enhances access to services, and helps generate customer bases for emerging commercial nodes.

Commercial typology supports local and regional activity nodes

The commercial typology was applied to areas positioned to serve both neighborhood residents and regional travelers. Its placement leverages visibility and access along Cedar Avenue while also benefiting from proximity to higher-density residential development. The future extension of 185th Street is expected to further enhance mobility and access, potentially catalyzing additional commercial investment in the study area.



Date: 2/17/2026

2026-2036 Parks System Master Plan and State of the Parks

Proposed Action

Staff recommends adoption of the following motion: No formal action, for discussion only.

Overview

Planning and implementation of the 2026-2036 Parks System Master Plan began in late 2025. As part of the Existing Conditions portion of the process, several initiatives have been completed:

- Ongoing meetings with the steering committee, composed of staff and advisory committee members.
- Over the last few months, staff have met with advisory group members, representatives from youth athletic associations, and other community stakeholders to gather feedback on the current state of the parks system and the future state it could take.
- Community members and park visitors were invited to complete an online survey that was advertised at most park locations, posted on social media channels, and posted on the city's website.
 - A total of 1,309 responses were received, representing an estimated 1,900 youth and 4,600 individuals.

As we move into the Needs Assessment portion of the process, a public open house is scheduled for March 4. Staff will present a summary of the community-wide survey for review by the Mayor and City Council.

Supporting Information

1. Community Survey Results Summary

Financial Impact: \$NA **Budgeted:** No **Source:** NA

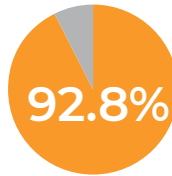
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Joe Masiarchin, Parks and Recreation Director

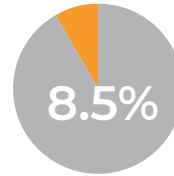
1,309
Responses

1

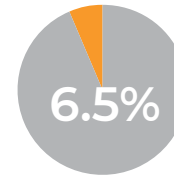
What best describes your connection to Lakeville? (Choose all that apply)



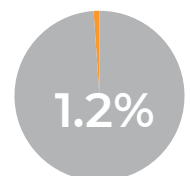
I live in Lakeville



I work and/or go to school in Lakeville



I live outside of Lakeville, but I still use the parks



Other

- Have students in the district
- I grew up in Lakeville and have many ties to the city

2

Which park is the closest to where you live?



3

Which park do you visit the most? (choose one)



4

How often do you or members of your household use the following facilities in Lakeville parks during the summer/when it's warm out?

Daily

A few times per week

A few times per month

A few times per year

Never

Paved Trails



Natural Areas



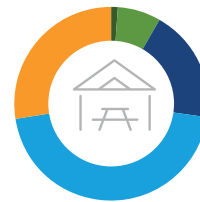
Playgrounds



Natural Surface Trails



Picnic Shelter/ Gazebo



Soccer/Football/ Lacrosse Fields



Baseball/ Softball Fields



Pickleball Courts



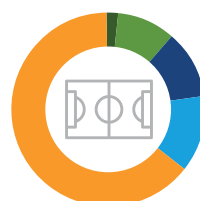
Beaches



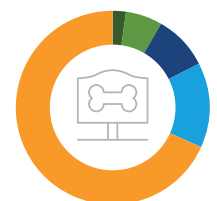
Indoor Park Buildings



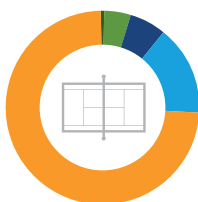
Basketball Courts



Dog Park



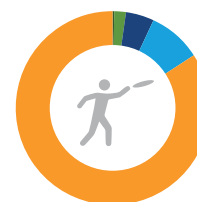
Tennis Courts



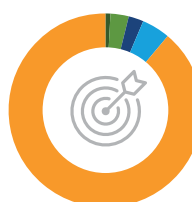
Volleyball



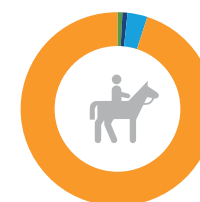
Disc Golf



Archery



Horseback Riding Trails



Other ?

- *Common responses:
- Bocce Ball
 - Mountain biking
 - Hockey Rinks
 - Archery Access

5

How often do you or members of your household do the following activities in Lakeville parks during the winter/when it's cold out?

Daily

A few times per week

A few times per month

A few times per year

Never

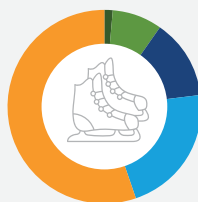
Hiking



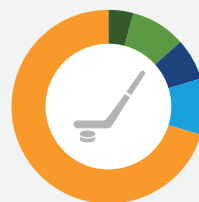
Sledding



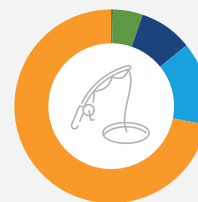
Pleasure Skating



Playing Hockey



Ice Fishing



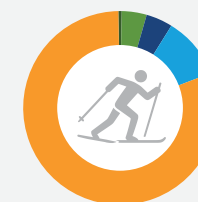
Snowshoeing



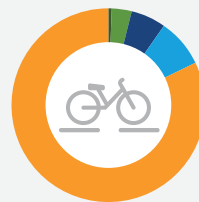
Snowmobiling



Cross-Country Skiing



Fat Tire/ Mountain Biking



Other ?

- *Common responses:
- Walking
 - Running
 - Bike Trails

What activities or amenities do you wish were available or wish there were more of?

WATER-BASED AMENTITIES

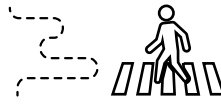


Strong desire for splashpads, a community pool/public indoor pool, and a waterpark.



Other locations for beach and water access (kayak and canoe launches)

TRAILS, CONNCETIVITY AND NATURAL AREAS



Better connections, maintenance, and safer crossings



More natural surface trails and pollinator/native areas (nature play)

INDOOR RECREATION



Strong want for a Community Center! (Indoor pool, playground, walking track, courts, gym, pickleball, meeting/party space)



Year round restroom opportunity

PLAYGROUNDS



Designed for all ages



More accesible parks (rubber surfacing instead of woodchips and parks within walking distance)



Want for large destination parks

SPECIALIZED RECREATION



More specialized rec facilities: Disc Golf, Mountian biking trails, Archery, Zipline, Obstacle courses, Climbing wall, Skate/Scooter park, Outdoor workout equipment

WINTER RECREATION



More winter rec facilities: cross-country skiing, sledding/snow tubing, outdoor skating rinks, snowshoe trails, cold plunge and sauna

DOG PARKS



Strongly value dog friendly amenities (more dog waste bins)



Larger dog parks (ability to separte large and small dogs, space for off leash dog park)

PICKLEBALL



More courts (especially west areas but Want to keep tennis courts and pickleball courts)



Better management of use of space



Court lighting

PARK AMENTITIES



Real/permanent restrooms, more drinking fountains, more shade (structures/shelters or natural), benches, picnic tables, better lighting and safety impovremnts

SPORTS FACILITIES



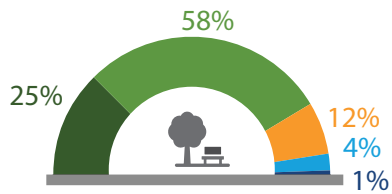
Better parking solutions



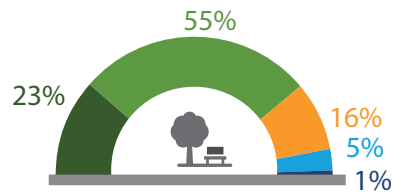
Want more of or better: baseball/softball fields, soccer, lacrosse, hockey, volleyball, basketball, batting cages, football fields

7 Please indicate how you feel about the following statements

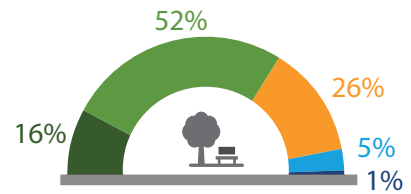
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree



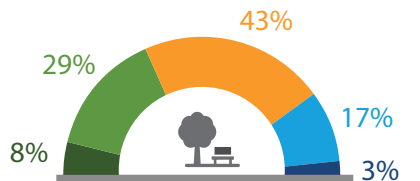
In general, the parks in Lakeville meet my needs



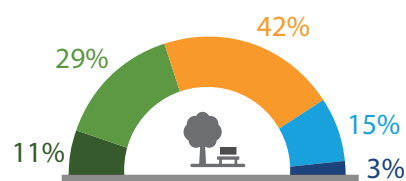
In general, the trails in Lakeville meet my needs



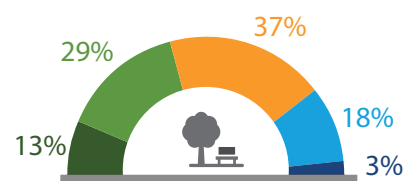
In general, the recreation programs in Lakeville meet my needs



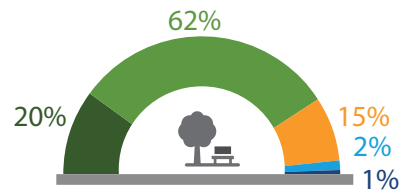
Lakeville parks need updating



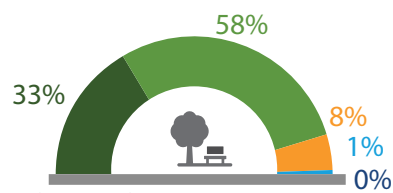
Lakeville's Park System needs additional/different amenities



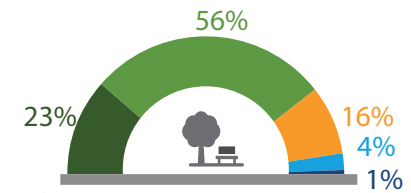
Lakeville needs to focus on taking care of what is already there, rather than doing something new



Lakeville's parks are well-maintained

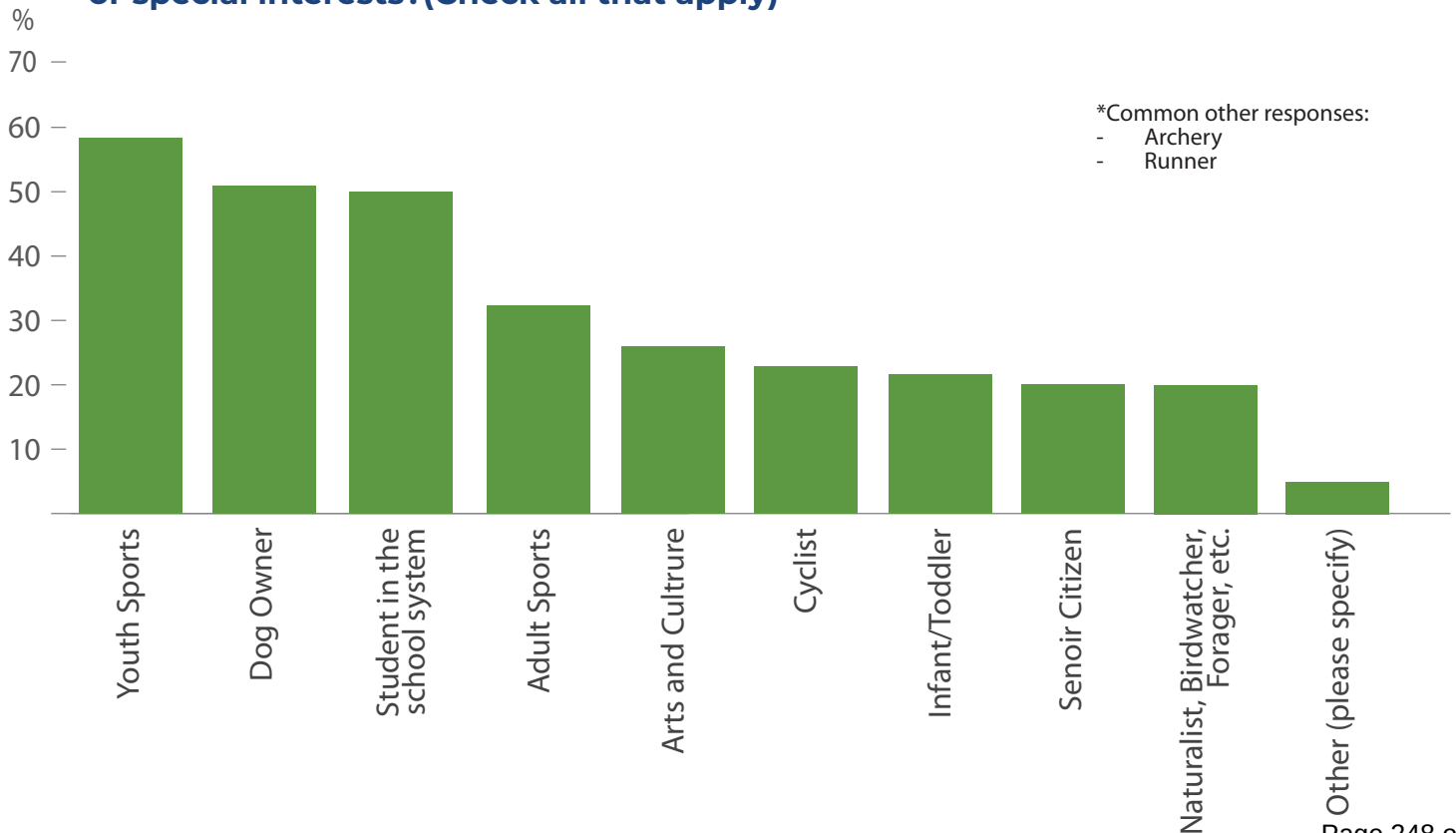


I feel safe when using the parks and trails in Lakeville



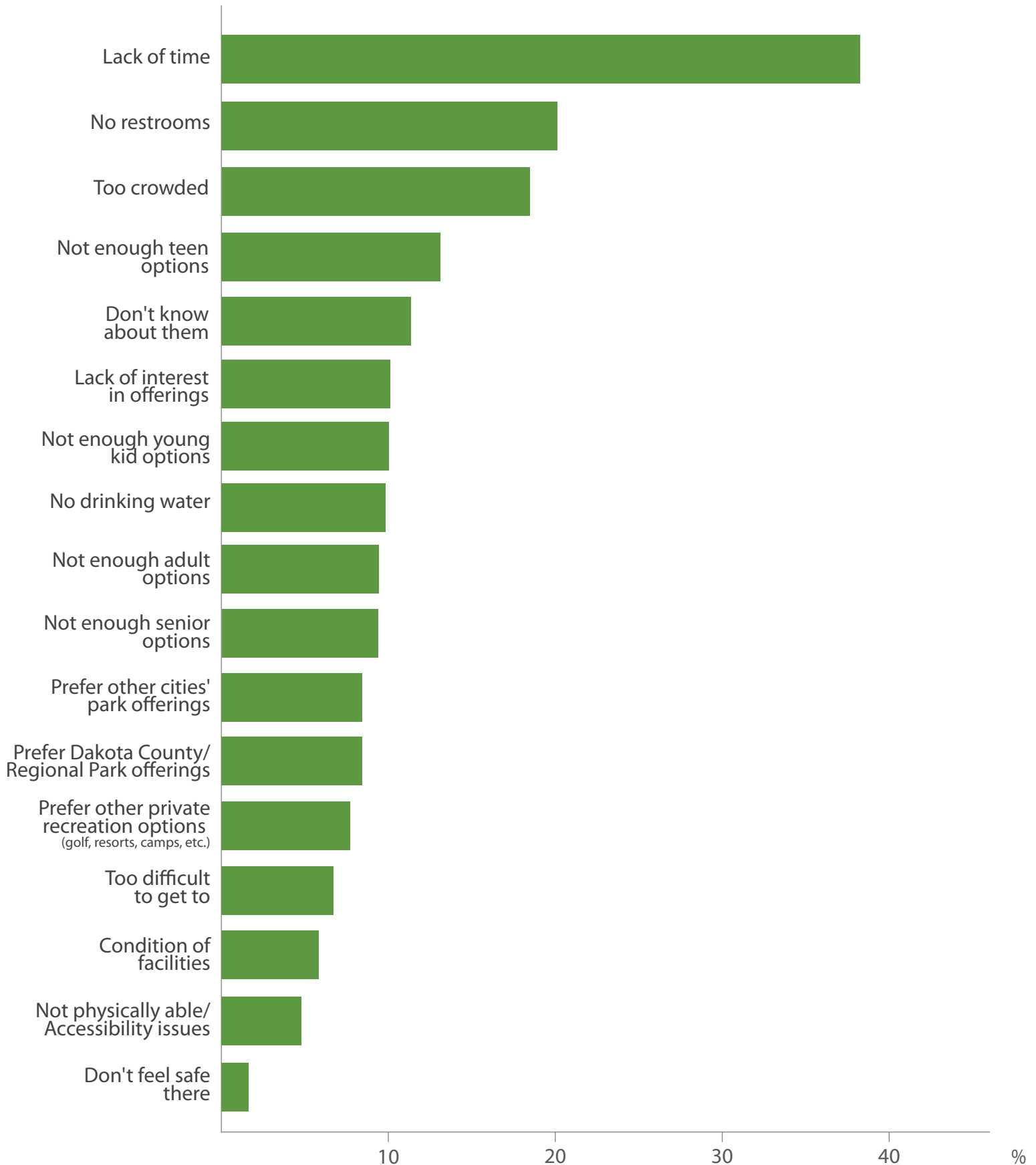
I feel that Lakeville's parks offer something for everybody

8 Do you or members of your family fall into any of the following user groups or special interests?(Check all that apply)



9

If you don't use Lakeville parks, or your use is limited, what are some of the reasons? (Check all that apply)



10

Are there any communities you think Lakeville should look to as examples of a great park system? What makes them stand out to you?

COMMON THEMES:

- A Community Center
- More year round spaces for activities (indoors)
- Water Amenities
- Natural Areas (wooded)
- Destinations
- High quality sports facilities

SHAKOPEE

- Community Center (indoor pool, kids waterpark)
- Strong sports complexes
- Great winter and indoor options
- Farmstead Bike Park
- Good public engagement practices

EDINA

- Centennial Lakes (beautiful, multi-use, near restaurants)
- Great trails
- Programming and indoor winter activities
- Walkable parks integrated into neighborhoods

EAGAN

- Has a nice Community Center example: better winter indoor options
- Waterparks/Splashpads
- Lebanon Hills: natural wooded trails, large nature preserve, dirt paths, shade, safer feeling
- Woodhaven Park: inclusive, accessible, great for all ages
- Strong recreation programming
- Skate Park

THREE RIVER PARK DISTRICT

- Major connected trail network
- Large natural areas
- Destination playgrounds
- Great maps and wayfinding
- Outdoor recreation rentals (kayaks, skis, etc.)

ROSEMONT AND PRIOR LAKE

- Great sports field maintenance
- Splash pads
- Natural playgrounds
- Greenways and trails

MAPLE GROVE

- Central Park/Ice Loop: winter skating loop with lights, fire pits
- Destination playgrounds
- Indoor community spaces
- Massive connected trail system
- Family-centered amenities (all ages)
- Fernbrook Fields: high quality sports complexes

APPLE VALLEY

- Outdoor waterpark and splashpads
- Community Center
- Strong indoor winter options (toddler play gym)
- Cobblestone Lake area (walkable, high quality public space)
- Great Park renovation (Hayes Park, Kelly Park)

BLOOMINGTON

- Hyland Park/Chutes and Ladders-style mega playground
- Skate parks
- Great trail system
- Well-maintained sports fields
- Programming for kids

BURNSVILLE

- Restored natural areas
- Cross-country ski trails
- Nicollet Commons
- Variety of nature focused spaces

WOODBURY

- Large rec center
- Impressive sports complexes
- Great trails
- Big destination playgrounds

11 Do you have any other thoughts, questions, or concerns that we should know about regarding the parks and trails facilities in Lakeville?

SUMMARY:

- Residents expressed strong appreciation for Lakeville's parks, trails, and natural amenities, but also voiced concerns about accessibility, natural area preservation, balanced development, and maintenance. Many comments focused on improving trail connectivity, adding year-round facilities (restrooms), protecting natural resources, designing new parks for all ages and upgrading or adding more athletic facilities. Several residents feel the need for a community center.

SIMILIAR COMMENTS:

- Connectivity, safety, and trail condition concerns.
- Residents want more natural preservation, not more development.
- Maintenance of existing assets is more important to many than building new ones.
- Archery at Ritter Farm is a top-value asset that should be protected.
- Crowding at Antler's Park and limited parking are major issues.
- Strong demand for year-round restrooms and indoor recreation.
- Many feel Lakeville should balance sports with natural areas and family recreation.
- Desire for more shade, benches, seating, and bathrooms across parks.
- Concern about loss of green space due to housing growth.
- Overall, residents appreciate Lakeville's parks but want thoughtful, sustainable growth.