AGENDA
CITY COUNCIL MEETING

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

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
   a. Parks & Recreation Quarterly Report
6. Consent Agenda
   a. Check Register Summary
   b. Minutes of the 02/17/2026 City Council Meeting
   c. Resolution Granting Contract Authority and Pledging Funding for Freight Rail Car Storage Facility
   d. Change order to the 2025 Well Rehabilitation contract
   e. Park Restroom Cleaning Services Agreement with Vanguard Cleaning Systems of MN
   f. Amendment of State of Minnesota General Obligation Bond Financed Declaration
   g. LELS Local No. 177, Sergeants 2026-2027 Labor Agreement
   h. Agreement with JL Theis, Incorporated for Lakeville Area Arts Center Playground Sitework
   i. Radio Advertising Agreement with KTMY-FM, LLC. for the Lakeville Area Arts Center
   j. Supplemental Agreement for Annual Instrumentation and Control Support Services
   k. Contract for Repainting the Dakota Heights Water Tower
   l. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in

the 1st Quarter of 2026

m. Contract for 2026 Right-of-Way and Park Tree Planting

n. Contract for Boulevard Mowing

o. Professional Service Agreement for Heritage Center Improvements

p. Kyla Crossing Second Addition Final Plat

7. Action Items

   a. Hearing for a High-Cost Tree Abatement

8. Unfinished Business

9. New Business

   New Business items are intended for informal City Council discussion and will not begin before 6:15 p.m. The Council may provide direction to staff but will not take formal action on these matters.

   a. 2026A Bond Issuance - Street Reconstruction/Utilities/CIP Projects

   b. Expo 2031

   c. Commission Application Review

10. Announcements

    a. Next Scheduled Meeting: March 16, 2026

11. Adjourn

Date: 3/2/2026

Parks & Recreation Quarterly Report

<u>Proposed Action</u>
Staff recommends adoption of the following motion:

<u>Overview</u>

<u>Supporting Information</u>
None

Financial Impact: $ **Budgeted:** No **Source:** **Envision Lakeville Community Values:** **Report Completed by:**

Date: 3/2/2026

Check Register Summary

Proposed Action

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

Overview

Checks	328774 - 328878	$927,337.82
ACH/EFT	24475 - 24611	$1,922,114.84
Total		$2,849,452.66

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. 02.24.26 CKSUM-ACH-EFT
2. 02.24.26 CKSUM-Checks
3. Check Register 02.24.26 for March 2, 2026 Council Mtg - ACH-EFT
4. Check Register 02.24.26 for March 2, 2026 Council Mtg - Checks

Financial Impact: $2,849,452.66 **Budgeted:** Yes **Source:** Various
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	155,444.36
4000 BUILDING FUND	178,709.28
4100 EQUIPMENT FUND	13,663.68
4200 PARK DEDICATION FUND	83,741.68
4500 PARK IMPROVEMENT FUND	21,119.70
4710 2023A PARK BONDS	62.40
4720 2024A PARK BONDS	1,008.00
5200 STATE AID CONSTRUCTION FUND	671.90
5300 PAVEMENT MANAGEMENT FUND	4,331.95
5600 SANITARY SEWER TRUNK FUND	9,913.00
6611 2026 STREET PROJECTS	3,750.00
7450 ENVIRONMENTAL RESOURCES FUND	425.00
7600 WATER FUND	34,283.91
7700 SEWER FUND	8,748.93
7800 LIQUOR FUND	560,597.39
8000 ESCROW FUND	2,000.00
9800 PAYROLL CLEARING FUND	843,643.66
Report Total:	1,922,114.84

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	208,604.17
2000 COMMUNICATIONS FUND	450.00
3125 2025A FIRST CENTER	3,342.00
4100 EQUIPMENT FUND	10,117.20
4125 TECHNOLOGY FUND	1,966.90
4720 2024A PARK BONDS	115,191.25
5129 LAUNCH PROPERTIES TIF 22	1,008.00
5130 SCHNEIDERMANS TIF 23	651.00
5131 QA1 TIF 24	651.00
7450 ENVIRONMENTAL RESOURCES FUND	34,252.39
7550 UTILITY FISCAL ADMINISTRATION	13,627.00
7575 STREET LIGHTING FUND	74,904.67
7600 WATER FUND	53,172.10
7700 SEWER FUND	5,235.65
7800 LIQUOR FUND	222,035.62
7900 MUNICIPAL RESERVES FUND	12,040.10
8000 ESCROW FUND	170,088.77
Report Total:	927,337.82

MINUTES
CITY COUNCIL MEETING

February 17, 2026 - 6:00 PM
City Hall Council Chambers

1. **Call to order, moment of silence and flag pledge**
   Mayor Hellier called the meeting to order at 6:00 P.M.

2. **Roll Call**
   Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk, Wolter

   Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. **Citizen Comments**
   None

4. **Additional agenda information**
   Administrator Miller noted that this was the second meeting where Council would be discussing new business. That section of the agenda would not begin until 6:30 P.M. at the earliest.

5. **Presentations/Introductions**
   a. **Police Department Quarterly Report**
      Police Chief Brad Paulson presented the 4th Quarter Report from 2025 to Council. While discussing the quarterly results, he also presented the end-of-year statistics and compared them to the 2024 year-end totals.

6. **Consent Agenda**
   Motion was made by Volk, seconded by Wolter, to approve the Consent Agenda. A voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

   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 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

Community Development Goodroad presented an overview of the proposed ordinance changes to the City Code. These ordinances are related to short-term rental language. Goodroad defined a short-term rental as 31 days or less. Anything longer than that would be referred to the City's process for long-term rentals that is already in place.

Council commended Goodroad and her staff for the efforts put towards drafting this new policy.

Motion was made by Bermel, seconded by Lee, to approve the Short-Term Rental Ordinance.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

b. 2026 Fee Schedule Amendment

Community Development Director Goodroad gave the overview of the 2026 Fee Schedule Amendment needed as a result of the short-term rental ordinance amendment

Motion was made by Wolter, seconded by Volk, to approve the 2026 Fee Schedule Amendment.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

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

Public Works Director Paul Oehme presented an overview of the vacation of right-of-way from the Deer Park plat and dedication of easements.

Council opened the public hearing at 6:27 PM

Steven Buck: 16530 Judicial Road, Lakeville, MN
Mr. Buck was curious whether the east end would be closed to public use and whether any future development would be built in front of his property. He stated his opposition to this proposed vacation.

Darren Schimtt: 16535 Laigle Ave and 16461 Laigle Ave, Lakeville, MN
Mr. Schmitt is in support of this plan. He spent many months working on this with the City and his dedication of easements to the city is dependent on the right-of-way vacation

Motion was made by Volk, seconded by Bermel, to close the public hearing at 6:41 P.M.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Council asked that there be more discussion amongst the property owners and the City. They would like to see an agreement that is approved by all parties involved before deciding on this matter.

Motion was made by Bermel, seconded by Wolter, to table to a future meeting.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

8. Unfinished Business

9. New Business

a. Cedar Avenue Corridor Land Use and Market Analysis

Community Development Director Goodroad presented to Council. She went over the land use study and the market analysis for the project area. This plan is projected to be part of the 2050 Comprehensive Plan.

Council asked to review what Farmington is planning with their comprehensive plan for land adjacent to this area. They also asked staff to explore potential retail in this area and meet with retail stakeholders about the potential this area could have. Council would like to maintain the flexibility of the land use.

b. 2026-2036 Parks System Master Plan and State of the Parks

Parks and Recreation Director Joe Masiarchin presented an update on the Park System Master Plan. The plan will guide the next ten years of decisions and investments in parks and recreation.

Council appreciated the hard work of those who helped put this plan together. They also liked the interactive aspect of the website portion of the plan. Masiarchin told Council that the goal of the survey was to identify bigger priorities so that the City has time to plan for these specific projects moving forward and get a better understanding of what could be coming next.

10. Announcements

a. Next City Council Meeting, March 2, 2026

11. Adjourn

Motion was made by Wolter, seconded by Volk, to adjourn. Voice vote was taken on the motion. Ayes - None
Mayor Hellier adjourned the meeting at 7:16 P.M.

Respectfully Submitted,

______________________________	______________________________
Taylor Snider, Deputy City Clerk	Luke M. Hellier, Mayor

Date: 3/2/2026

Resolution Granting Contract Authority and Pledging Funding for Freight Rail Car Storage Facility

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting contracting authority and pledging required funding in order to accept $7,000,000 in State grant funds for the Freight Rail Car Storage Facility, City Project 22-16.

Overview

The Minnesota Legislature, through the 2023 Legislative Session, appropriated state general funds in the amount of $7,000,000 to the City of Lakeville for the construction of a freight rail car storage facility, City Project 22-16. Acceptance of the state funding grant requires City Council approval of a resolution that meets the Minnesota Department of Transportation's (MnDOT) legislatively mandated requirements. Specifically, MnDOT requires grantees to approve a resolution granting authority for execution of the grant agreement, and committing funds and affirming the City's responsibility for any project costs exceeding the grant amount. The attached resolution fulfills the requirements and authorizes the City Administrator to execute agreement documents.

Supporting Information

1. 2026.03.02 Resolution Granting Contract Authority and Pledging Funding

Financial Impact: $0 **Budgeted:** Yes **Source:** N/A
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Alanna Sobottka, Civil Engineer

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION GRANTING CONTRACT AUTHORITY AND PLEDGING FUNDING FOR FREIGHT RAIL CAR STORAGE FACILITY

WHEREAS, the City of Lakeville has been selected to receive $7,000,000 in State grant funding for the construction of the Freight Rail Car Storage Facility and must receive City Council approval to enter into an agreement with the State of Minnesota and proceed with the project.

BE IT RESOLVED, that under the provisions contained in Minnesota Statute 222.50 and the 2023 Legislative Session – State General Funds, the State of Minnesota has the authority to allocate $7,000,000 to the City of Lakeville for a grant awarded to complete the proposed project described as the Freight Rail Car Storage Facility, City Project 22-16; and

BE IT FURTHER RESOLVED, that the City of Lakeville has the legal authority to enter into said agreement with the State of Minnesota; and

BE IT FURTHER RESOLVED, that the City of Lakeville has the legal authority to apply for financial assistance, and has the institutional, administrative, and managerial capability to ensure adequate acquisition, construction, maintenance, and protection of the proposed project; and

BE IT FURTHER RESOLVED, that the City of Lakeville hereby pledges to complete the project or phase if it exceeds the total funding provided by the $7,000,000 in State grant funding; and

BE IT FURTHER RESOLVED, that the City of Lakeville has not incurred any reimbursable expenses prior to the effective date of the agreement; and

BE IT FURTHER RESOLVED, that the City of Lakeville has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practices.

NOW, THEREFORE BE IT RESOLVED, that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project and any amendments on behalf of the grantee.

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

CITY OF LAKEVILLE

____
Luke M. Hellier, Mayor

ATTEST:

____
Taylor Snider, Deputy City Clerk

Date: 3/2/2026

Change order to the 2025 Well Rehabilitation contract

Proposed Action

Staff recommends adoption of the following motion: Move to approve a change order with Bergerson-Caswell for repairs to high service pump #5.

Overview

High Service Pump #5 at the Water Treatment Plant is the primary pump used to meet elevated water demands during the summer months. During the annual inspection, staff identified excessive motor noise levels (greater than 100 dB) and elevated vibration readings, both of which indicate significant mechanical and/or electrical wear. These conditions present an imminent risk of catastrophic motor failure if left unaddressed.

Because this pump is critical to maintaining adequate water supply during peak demand periods, staff took immediate action to further investigate and address the issue. The recommended repair includes replacement of worn bearings and associated electrical components. Completing this work prior to the summer demand season is necessary to ensure system reliability, maintain service continuity, and avoid potential emergency outages.

To expedite the work, staff recommends utilizing the contractor currently performing the 2025 well rehabilitation project. Bergerson-Caswell has extensive experience working on wells, pumps and motors for the City and their past performance has been satisfactory.

Supporting Information

1. Change Order #1

Financial Impact: $64,914.00 **Budgeted:** No **Source:** Water Fund
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Kyle Hanson - Utilities Supervisor

CITY OF LAKEVILLE CHANGE ORDER

CHANGE ORDER NO. 1	
DATE 2/17/2026	SHEET Page **1** of **1**
PROJECT NO.	
CONTRACTOR Bergerson Caswell Inc.	PROJECT NAME 2025 Well Rehabilitation Project
ADDRESS 5115 Industrial Street Maple Plain , MN 55359	TYPE OF WORK Well Rehabilitation
ORIGINAL CONTRACT AMOUNT $134,373.00	REVISED CONTRACT AMOUNT $199,287.00

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
24	24	Rebuild High Service Pump 5	LS	0	1.00	$64,914.00	$64,914.00	0.00
						Totals	$64,914.00	$0.00

Net **Increase** or Decrease: (**$64,914.00**)

Due to this change, the contract time:

❑ a: is increased/decreased by 0 working days.
is increased/decreased by 0 calendar days.

► **b: is not changed.**

❑ c: may be revised if the work affects/affected the controlling operation

EXPLANATION OF CHANGE IN PLAN RECOMMENDED (Attach additional sheets if necessary)

High Service Pump 5 was in immediate need of repair. Line item 24 includes the cost to remove, transport, rebuild and re-install HS Pump 5. This work needed to be completed asap and prior to any high water demand needs.

CONTRACTOR SIGNATURE	DATE 2/17/26
MAYOR SIGNATURE	DATE
CITY CLERK SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE *Kyle Hanson*	DATE 2/17/2026

Date: 3/2/2026

Park Restroom Cleaning Services Agreement with Vanguard Cleaning Systems of MN

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Vanguard Cleaning Systems of MN for park restroom cleaning services.

Overview

Staff received proposals from two contractors for park restroom cleaning services in February 2026. Vanguard Cleaning Systems of MN provided the lowest proposal. There are a total of 13 park restroom facilities included in the agreement for 2026. There are a total of 15 park restroom facilities included in the agreement for 2027 due to the addition of two new facilities. Vanguard Cleaning Systems of MN has previously provided quality restroom cleaning services in our parks system.

Staff is recommending approval of an Agreement with Vanguard Cleaning Systems of MN for park restroom cleaning services for a cost of $62,352 for 2026 and $74,362 for 2027, resulting in a total cost of $136,714 spanning the two-year agreement.

Supporting Information

1. Restroom Cleaning Agreement - Vanguard Cleaning Systems
2. Vanguard Proposal
3. 2026 Parks Restroom Cleaning Proposal Results

Financial Impact: $136,714.00 **Budgeted:** Yes **Source:** General Fund
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Paul Miskimen, Parks Supervisor

AGREEMENT
BETWEEN CITY OF LAKEVILLE AND VANGUARD CLEANING SYSTEMS OF MN FOR PARK RESTROOM CLEANING SERVICES

THIS AGREEMENT made this 2nd day of March 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("Owner" or "City") and **VANGUARD CLEANING SYSTEMS OF MN**, a Minnesota limited liability company ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

A. This Agreement.
B. Request for Proposals for 2026-27 Park Restroom Cleaning Services, prepared by the City of Lakeville.
C. Contractor's Proposal dated 2/04/2026.

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

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal. Additional work performed without the City's written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time. Invoices will be paid within 35 days of receipt.

4. PAYMENT PROCEDURES. Contractor shall submit monthly invoices for services provided. Applications for Payment will be processed by the Parks Superintendent.

5. TERM. The term of this contract shall begin on April 13, 2026 and terminate on December 31, 2027.

6. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, and all additional examinations, investigations, and data with the Contract Documents.

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

H. Background Checks: The City may require criminal history background checks of the Contractor's employees for purposes of access to City facilities. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

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

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

Commercial General Liability (or in combination with an umbrella policy)
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

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

Workers Compensation
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:
$500,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

12. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the Specifications.

B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

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

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

E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

M. Notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice, at any time, without reason, to the other party's representative at its respective address. No notice shall be due for termination for cause. "Termination for cause" shall include, but not be limited to, breech of confidential or premises security.

OWNER:
CITY OF LAKEVILLE

BY: ______________________________
Luke M. Hellier, Mayor

AND ______________________________
Ann Orlofsky, City Clerk

CONTRACTOR:
VANGUARD CLEANING SYSTEMS OF MN

BY: Paul Kuhn

ITS: Brand Services

184651v1

City of Lakeville
Positioned to Thrive

PROPOSAL FORM
2026-27 RESTROOM CLEANING SERVICES

Company Name: Vanguard Cleaning Systems City, State: Eagan, MN

Name (print): Paul Kuhn Date: 2/4/2026

Telephone: 651-299-3879 Email: pkuhn@vgcsmn.com

Authorized Signature: Paul Kuhn Title: Brand Services

☐ I acknowledge receipt of the addendum dated 2/2/2026.

LOCATION (April 13 – October 23, 2026) (April 12 – October 22, 2027)	**2026 COST**	**2027 COST**
Antlers Park – 20141 Ipava Avenue	$ 6783.00	$ 6783.00
Aronson Park – 8550 202nd Street	$ 5852.00	$ 5852.00
Casperson Park – 19720 Juno Trail	$ 4389.00	$ 4389.00
New in 2027: East Community Pk	N/A	$ 4389.00
King Park – 18350 Dodd Boulevard	$ 4389.00	$ 4389.00
Orchard Lake Beach – 17195 Judicial Rd	$ 4389.00	$ 4389.00
Parkview Park – 6833 Gerdine Path	$ 4389.00	$ 4389.00
Prairie Lake Park – 18179 Kingsway Path	$ 4389.00	$ 4389.00
Steve Michaud Park – 17100 Ipava Trail	$ 4389.00	$ 4389.00
Quigley-Sime Park – 8500 202nd Street	$ 4389.00	$ 4389.00
Valley Lake Park – 16050 Garrett Path	$ 4389.00	$ 4389.00
Ritter Cabin – 19300 Ritter Trail	$ 6783.00	$ 6783.00
New in 2027: Ritter Trail Head	N/A	$ 4389.00
Grand Prairie Pk Grandstand – 7700 185th St	$ 2254.00	$ 2254.00
Grand Prairie Pk Main Bldg. – 7700 185th St	$ 2254.00	$ 2254.00
Grand Prairie Pk Field Bldg. – 7700 185th St	$ 2254.00	$ 2254.00

LOCATION (October 24 – December 31, 2026) (January 1 – April 11, 2027) FRIDAY NIGHT & SATURDAY NIGHT CLEANING SERVICES	2026 COST	2027 COST
Antlers Park – 20141 Ipava Avenue	$ 1060.00	$ 1550.00
New in 2027: East Community Park	N/A	$ 1371.00
New in 2027: Ritter Trail Head	N/A	$ 1371.00
GRAND TOTAL ALL SERVICES	**$** 62,352.00	**$** 74,362.00

2026 Parks Restroom Cleaning
Proposal Results
2/11/2025

Company	2026 Total	2027 Total
Astra Cleaning Services	$93,067.04	$106,201.18
Vanguard Cleaning Systems	$62,352.00	$74,362.00

Date: 3/2/2026

Amendment of State of Minnesota General Obligation Bond Financed Declaration

Proposed Action
Staff recommends adoption of the following motion: Move to approve an amendment to the State of Minnesota General Obligation Bond Financed Declaration for the 2023 Shade Tree Program Bonding Grant.

Overview
The City of Lakeville previously filed a State of Minnesota General Obligation Bond Financed Declaration for park properties where ash tree removals and replacement tree planting work was completed in 2025 under the 2023 Shade Tree Program Bonding Grant. The Declaration was recorded on December 12, 2025. One parcel was not included in the declaration and this amendment adds that parcel, as required by the state grant funding.

Supporting Information
1. DOCS-#~1

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Zachary Jorgensen, City Forester

AMENDMENT OF STATE OF MINNESOTA GENERAL OBLIGATION BOND FINANCED DECLARATION

The City of Lakeville, a Minnesota municipal corporation (“Declarant”), has previously filed a “State of Minnesota General Obligation Bond Financed Declaration” (the “Declaration”) dated as of November 17, 2025, and recorded on December 12, 2025 in the Dakota County Recorder’s Office as Document No. 3701951 (“Declaration”).

WHEREAS, Declarant desires to include an additional parcel to be subject to the Declaration, as required by the state grant funding;

NOW, THEREFORE, Declarant declares as follows:

1. Exhibit A to the Declaration is hereby amended to add the following legal description:

   Portion of Marion Fields Park

   PID: 22-18200-00-021

   Outlot B, Country Creek Estates

   EXCEPT:

   That part of Outlot B, COUNTRY CREEK ESTATES, Dakota County, Minnesota, lying northerly and easterly of the following described line: Commencing at the northeast corner of said Outlot B; thence on an assumed bearing of South 00 degrees 26 minutes 34 seconds West, a distance of 40.00 feet to the actual point of beginning of the line to be described; thence North 89 degrees 33 minutes 26 seconds West, a distance of 25.00 feet; thence North 44 degrees 33 minutes 26 seconds West, a distance of 45.00 feet; thence North 00 degrees 26 minutes 34 seconds West, a distance of 25.00 feet to the north line of said Outlot B and there terminate, Dakota County, Minnesota.

2. All other terms and conditions of the Declaration remain in force and are unaffected by this Amendment.

Date: __________________, 2026

BY: _______________________________________
Luke M. Hellier, Mayor

(SEAL)

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 by Taylor Snider, 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

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

Date: 3/2/2026

LELS Local No. 177, Sergeants 2026-2027 Labor Agreement

Proposed Action

Staff recommends adoption of the following motion: move to approve the labor agreement between the City and LELS Local No. 177, Sergeants for years 2026-2027.

Overview

The labor agreement for LELS Local No. 177, Sergeants, had expired on 12/31/2025. The City and LELS had started the negotiation process earlier in 2025, but were unable to reach an agreement prior to the end of the 2025 year. The current contract is still enforceable and being followed until an updated agreement can be made.

The City and LELS Sergeants have now reached an agreement to an updated contract that will span from 1/1/2026 through 12/31/2027. The major areas that were updated include: a 3% general wage increase for 1/1/2026, a 3% market-rate adjustment effective 6/8/2026 and a 3% general increase effective 1/1/2027 (with a potential wage re-opener), an increase to investigations stipend pay to $300/month, the addition of a 25th employment year on the vacation accrual table, as well as adding a 1% payroll contribution (by employees) into their HCSP account. A couple of memorandums of understanding have been incorporated into the contract regarding insurance and HCSP accounts for ease of navigation and understanding.

Supporting Information

1. LELS Local No. 177 Sergeants 2026-2027 Labor Agreement

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Alissa Frey, Human Resources Director

LABOR AGREEMENT

BETWEEN

CITY OF LAKEVILLE, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(LOCAL NO. 177)

SERGEANTS

Effective January 1, 2026 through December 31, 2027

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Lakeville, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union, on behalf of the Employees of Local No. 177.

It is the intent and purpose of this Agreement to:

1.1 Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of performance that is consistent with the well-being of all concerned.

1.2 Establish the full and complete understanding of the parties concerning the terms and conditions of this Agreement.

1.3 Establish procedures to orderly and peacefully resolve disputes as to the application and interpretation of this Agreement.

1.3.1 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all police personnel in the classification of Sergeants who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding confidential employees.

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

3.1 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.2 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Employees' Union, Local No. 177 to act on behalf of the Union.

3.3 UNION: The Law Enforcement Labor Services, Inc. Employees' Union, Local No. 177.

3.4 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Employees' Union, Local No. 177.

3.5 DEPARTMENT: The Lakeville Police Department.

3.6 EMPLOYER: The City of Lakeville, Minnesota.

3.7 EMPLOYER DESIGNATED REPRESENTATIVE: A person designated by the Employer to act on its behalf.

3.8 CHIEF: The Chief of the Lakeville Police Department.

3.9 LIEUTENANT: An employee promoted to job classification and/or job position of Lieutenant.

3.10 SERGEANT: An Employee promoted to job classification and/or job position of Sergeant.

3.11 OVERTIME: Work performed at the express authorization of the Employer or the Employer Designated Representative in excess of the Employee's scheduled shift.

3.12 SCHEDULED SHIFT: A consecutive work period including rest breaks and lunch break.

3.13 REST BREAKS: Periods during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.

3.14 LUNCH BREAK: A period during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.

3.15 STRIKE: Conceded action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the frill, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.16 PROMOTION: A change in job classification which results in an increase in pay.

3.17 EMERGENCY: An emergency is defined as an unforeseen occasion not controllable by the Employer or the Employer's Designated Representative.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Employer and L.E.L.S. recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Police Department and to meet its obligations under Federal, State, and Local law, such rights to include, but not limited to, the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules.

ARTICLE 5. UNION SECURITY

5.1 The Employer shall deduct from the wages of Employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Such moneys shall be remitted as directed by the Union.

5.2 The Union may designate Employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward or alternate.

5.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).

5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6. SAVINGS CLAUSE

6.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Lakeville, Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations either party may request that the other party meet and negotiate over amendments to or a substitution for the invalidated provision. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. §179A.07.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 UNION REPRESENTATIVES
The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during

normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE

Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer Designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer Designated Representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer Designated Step 2 Representative. The Employer Designated Representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer Designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2A. If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual Agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 2 of the grievance procedure.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to take the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

ARTICLE 8. DISCIPLINE

8.1 The Employer or the Employer's Designated Representative will discipline Employees for just cause only.

8.2 Discipline

a) Oral reprimand
b) Written reprimand
c) Suspension
d) Demotion
e) Discharge

Will be in one or more of the following forms:

8.3 Suspensions, demotions and discharges will be in written form.

8.4 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by the signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.

8.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer or the Employer's Designated Representative.

8.6 Discharges will be preceded by a five (5) day suspension without pay except in cases of Veterans as defined by MSA 97 et seq.

8.7 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.

8.8 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

8.9 An employee may request a review of prior written discipline or suspensions with the Chief of Police after a period of three years have passed with no same or similar incidents. The Chief of Police will have the ultimate discretion to remove the discipline from the employee's file or require that it remain in the personnel file.

<u>ARTICLE 9.</u> <u>PROBATIONARY PERIOD</u>

9.1 The probationary period for new Employees or rehired former Employees covered under this Agreement shall be twelve (12) months. At any time during this probationary period the Employee may be dismissed at the sole discretion of the Employer if performance is unsatisfactory.

9.2 The probationary period for Employees who are promoted to the position of Sergeant shall be twelve (12) months. During the probationary period for promoted Employees, the Employer may assign the Employee to his/her former position at the sole discretion of the Employer.

9.3 During the probationary period of a newly hired, rehired or promoted Employee, the Employer or the Employer Designated Representative may assign an Employee to shifts for the duration of probation.

<u>ARTICLE 10.</u> <u>SENIORITY</u>

10.1 DEPARTMENTAL SENIORITY shall be defined as a regular, full-time Employee's length of continuous service with the City as a sworn Police Officer since his/her last hiring date. "Last hiring date" means the date upon which an

Employee first reported for work in the Police Department as a sworn Police Officer since which he/she has not quit, retired, been transferred outside the Department or been discharged.

10.2 CLASSIFICATION SENIORITY shall be defined as a regular, full-time Employee's length of continuous service with the City under each classification, i.e. Sergeant. Employees shall not attain classification seniority until the completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of promotion or reclassification.

10.3 Where two or more Employees in the same classification were promoted on the same date, then length of total service with the Police Department shall determine their seniority in the classification. If length of total service with the Police Department is also the same, then seniority will be determined by lottery and method determined administratively.

10.4 An Employee shall forfeit seniority rights only for the following reasons:

A. The Employee resigned and has not been reinstated within two (2) years of the day of resignation;
B. The Employee is dismissed, with just cause, and is not reinstated;
C. The Employee is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the Employer on the grounds of good cause for failure to report;
D. The Employee retires on a regular service retirement.

10.5 LAYOFF

Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of Layoff.

10.5.1 Layoff shall be by classification within the department in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided that the Employer determines the Employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the Employee who is to be bumped.

10.5.2 Recall from layoff, which shall be by classification within the department, in inverse order of layoff provided that, if an Employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the Employee and Employer, she/he shall automatically have terminated her/his employment. Recall notification shall be by mail to the Employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An Employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

10.5.3 The Employer shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.

10.5.4 The Employer shall issue written notice of an indefinite layoff at least fifteen (15) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected Employees by certified mail/return receipt, providing at least fifteen calendar (15) days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an Employee for a definite period of forty-four (44) days or less by giving written notice at least seven (7) calendar days in advance to the affected Employees by certified mail/return receipt.

10.5.5 Voluntary Leaves Before Layoff. Prior to laying off an Employee the Employer will offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though the Employee was working. The leave shall be for a period not to exceed two (2) years from the effective date of the leave.

10.6 Seniority for the purpose of receiving longevity pay will be established as the Last Hiring Date.

10.7 Seniority in the bargaining unit will be kept by time in all positions covered by the bargaining unit for the purpose of vacation bidding, shift bidding and reduction of positions and layoff from established positions of Sergeant .

10.8 One continuous vacation shall be selected by specific dates on the basis of classification seniority until April 1st of each calendar year. An Employee not making selection by this date will be deemed to have waived seniority selection.

10.9 Within thirty (30) days after the signing of this Agreement, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all permanent Employees in the bargaining unit.

<u>ARTICLE 11.</u> <u>WORK SCHEDULE</u>

11.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each Employee through:

- a) Scheduled hours of work
- b) Holidays
- c) Authorized sick leave time
- d) Training
- e) Vacation
- f) Funeral leave
- g) Compensatory leave time

11.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer or the Employer's Designated Representative may assign Employees.

ARTICLE 12. TIME CARDS/REPORTS

12.1 Employees shall report their hours worked on a bi-weekly time card report form provided by the Employer or the Employer's Designated Representative and signed by the Employee. No Employee shall make entries on another Employee's time card unless express written approval is received from the Chief of Police or the Employer Designated Representative.

ARTICLE 13. SALARY SCHEDULE

13.1 SALARY SCHEDULE: the rates of pay for calendar years 2026-2027 for Sergeants are set forth in Appendix A.

13.2 Internal Promotions: Internal employees promoted to a Sergeant role will start at Step 4 of the pay plan.

13.3 PERFORMANCE EVALUATION

If an employee receives an overall rating that results in denial of a step increase, in their performance evaluation, the employee may request that they be permitted to attempt to improve their performance to the point where they qualify for the step increase. Upon such request, the supervisor will establish tasks and goals in writing to be completed to bring the employee's performance up to a rating that would qualify the employee for a step increase. The employee and supervisor will complete a 90-day follow-up review. In the event that the follow up evaluation results in a supervisory determination of performance warranting a step increase, said increase will be retroactive to the original due date.

Appeals Process

If an employee receives an overall rating that results in denial of a step increase, in their performance evaluation, they may appeal their evaluation utilizing this process.

Step 1. Within five (5) working days after the performance evaluation form has been finalized and the employee must notify the supervisor that they wish to appeal the performance evaluation. A meeting must take place to discuss the issues between the supervisor and the employee within five (5) working days (exclusive of vacation and sick leave) of the notice by the employee.
If not resolved, then;

Step 2. Within five (5) working days following the meeting in Step 1, the employee is required to put in writing the areas which are of concern or in disagreement and submit to the Deputy Police Chief. The Deputy Police Chief is required to review the document and respond to the employee within five (5) working days (exclusive of vacation and sick leave).

Step 3. If not resolved and the employee wishes to appeal, it shall be referred, in writing, to the Chief of Police. The Chief of Police is required to review and document and respond to the employee within five (5) working days (exclusive of vacation and sick leave).

If the Chief of Police determines that the Performance Evaluation is accurate, the evaluation remains as is. The employee may attach a document outlining areas of disagreement.

The process outlined in this appeal process is the exclusive means to contest the review. The matter is not an appropriate topic for the grievance procedure and may not be submitted to arbitration. This appeal process does not apply to a follow up evaluation as noted above. Determinations under a follow up evaluation process are not subject to appeal.

13.4 A sergeant assigned to K-9, in addition to the salary schedule rate earned by the employee, will receive an amount equal to six percent (6.0%) of the 36 month rate of a Lakeville police officer's pay. Beginning July 1, 2020, the rate will be an amount equal to six percent (6%) of Grade 10, Step 7 of a Lakeville police officer's pay.

13.5 A Sergeant(s) assigned by the Employer to the Investigation Division or Task Force or assigned as Administrative Sergeant will receive an additional $300 per month over the Sergeant pay listed in this contract. Sergeant(s) assigned to these duties for light duty or special assignment will not receive the pay differential.

13.6 A Sergeant(s) will receive a shift differential of $0.60 per hour when at least half of the shift is worked between 18:00 and 06:00 hours.

13.7 Employees promoted to the rank of Police Sergeant, starting salary for promotion will be determined based on the employee's current rate of pay and longevity pay. The newly promoted Sergeant shall start at the next pay step higher than what they were earning prior to being promoted based on rate of pay and longevity.

ARTICLE 14. OVERTIME

14.1 Sergeants will be compensated at one and one-half (1 ½) times their regular base pay rate for hours worked in excess of their scheduled shift.

14.2 Overtime refused by employees will, for record purposes under Article 14.5, be considered as unpaid overtime worked.

14.3 Overtime will be calculated to the nearest fifteen (15) minutes. A record of all overtime offered, worked, and used will be maintained by and at the Police Department.

14.4 Voluntary changes in shifts do not qualify for overtime under this Article.

14.5 Insofar as practicable and without reducing the efficiency of work performance, opportunities to work overtime will be distributed as equally as practicable among the Sergeants, provided the Sergeant is qualified to perform the specific overtime work required.

14.6 The working of overtime covered by this Agreement will be voluntary and no action will be taken against any Sergeant who declines to work overtime. However, in the event of an emergency situation or a mandatory call back, a direct order by the Chief of Police to work overtime will not be considered voluntary.

14.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

14.8 Sergeants will have the option of taking overtime pay or compensatory time off. No more than eighty (80) hours will be allowed to accumulate at any time. The designation of how the overtime is to be compensated must be made at the time the overtime is earned. Leave may be taken in segments as small as one (1) hour.

14.9 Overtime must be approved in advance by the Chief of Police or his Designated Representative, except in instances of emergency.

ARTICLE 15. COMPENSATORY TIME/USE – SERGEANTS

15.1 Compensatory time may be accumulated for overtime worked by Sergeants at the rate of time and one-half (1 ½), not including holiday overtime.

15.2 At year end, the Employee will carry over up to 40 hours of comp time from one year to the next. All compensatory time over 40 hours will be paid in cash on the last pay period of the year.

15.3 Compensatory time off shall be claimed on a form provided by the Employer or the Employer's Designated Representative.

15.4 Preference will be given the Sergeant who requests compensatory time off the furthest in advance. Seniority within the classification will be the determining factor when more than one Sergeant in the same department requests the same date(s) off at the same time.

ARTICLE 16. COURT TIME – SERGEANTS

16.1 A Sergeant required to appear in court during scheduled off duty time shall be given compensatory time or overtime pay at the Sergeant's option for a minimum of three (3) hours pay at one and one-half (1 ½) times the Sergeant's base pay rate unless notified of the cancellation by 5:00 p.m. on the preceding day. The Sergeant shall receive a minimum of two (2) hours at one and one-half (1 ½) times if he or she is canceled while at home for a court appearance on the same day.

An extension or early report to a regularly scheduled shift for court appearance does not qualify the Sergeant for the three hour minimum.

ARTICLE 17. CALL BACK TIME – SERGEANTS

17.1 A Sergeant who is called to duty during scheduled off duty time because of an emergency or mandatory call back shall receive compensatory time or paid overtime at their option for a minimum of three (3) hours at one and one-half (1 ½) times their base pay. An extension or early report to a regularly scheduled shift for duty does not qualify the Sergeant for the three (3) hour minimum.

17.2 A Sergeant shall receive a minimum of two (2) hours at one and one-half (1 1/2) times if a Lakeville Police Department meeting is canceled while at home on the same day as the meeting.

ARTICLE 18. STANDBY PAY – SERGEANTS

18.1 A Sergeant required by the Employer or the Employer's Designated Representative to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 19. INSURANCE, MEDICAL, LIFE AND DENTAL

Employees are entitled to all group benefits offered and adopted by city council resolution annually and will be available to all employees via the city's intranet site: Insite.

19.1 Follow the approved annual resolution schedule of monthly employer HSA and HRA/VEBA contributions. For those employees who may be facing a medical emergency or medical hardship, the City Administrator may approve an advance deposit of employer funds. Employees in this situation should make a written request to the HR department, to be approved by the City Administrator.

19.2 The City of Lakeville will provide an employer contribution to health insurance based on the lowest cost, high-deductible health plan. The employer will contribute 100% toward employee-only (single) coverage and not less than 70% for two-party or family coverage options. Once these employer values are set, they are applied to the other plan options.

19.3 Should the employer contribution to amounts to group benefits decrease, both parties shall be entitled to reopen this section of the contract. The reopener shall be limited solely to the issue of benefits.

19.4 Any cost beyond the amounts payable by the Employer shall be paid by the Employee via payroll deduction.

19.5 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty or fine, either party may request that the other party meet and negotiate over amendments to those health insurance provisions that the requesting party deems necessary. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06 and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. §179A.07.

19.6 The City will provide $50,000 of life insurance coverage and contribute 100% of the monthly cost.

19.7 Effective January 1, 2009, the Employer shall contribute 100% of the cost of single coverage toward group dental insurance coverage. If the Employee elects additional dependent coverage, the Employee will pay the monthly cost above the Employer contribution via payroll deduction.

ARTICLE 20. FALSE ARREST INSURANCE

20.1 The Employer shall provide false arrest insurance for the Employee.

ARTICLE 21. TUITION REIMBURSEMENT

21.1 Employees shall be reimbursed 100% for tuition cost upon completion of college courses approved by the Employer or the Employer's Designated Representative as beneficial to the performance of Employee's duties and required for the attainment of a Bachelor's or a Master's degree. The Employee must receive a letter grade of "C" or better or "Pass" on the pass/fail grade system to qualify for tuition reimbursement. An Employee must have completed the probationary period to be eligible for tuition reimbursement towards a Bachelor's Degree. Further, an Employee must have completed three years of service to be eligible for tuition reimbursement towards a Master's Degree. Reimbursement will be paid based on 1997 tuition costs and thereafter of the tuition paid for the course not to exceed the tuition rate charged by the University of Minnesota for an equivalent course. Beneficial courses shall include, but are not limited to, courses leading to a degree such as Business Administration, Public Administration, Social Sciences, Law Enforcement and similarly related major courses of study.

ARTICLE 22. VACATION/USE

22.1 The vacation schedule shall be as follows:

Beginning in the 1st year of employment	10 days	80 hrs.
Beginning in the 3rd year of employment	11 days	88 hrs.
Beginning in the 4th year of employment	12 days	96 hrs.
Beginning in the 5th year of employment	15 days	120 hrs.
Beginning in the 7th year of employment	16 days	128 hrs.
Beginning in the 9th year of employment	17 days	136 hrs.
Beginning in the 12th year of employment	18 days	144 hrs.
Beginning in the 14th year of employment	19 days	152 hrs.
Beginning in the 15th year of employment	20 days	160 hrs.
Beginning in the 16th year of employment	21 days	168 hrs.
Beginning in the 17th year of employment	22 days	176 hrs.
Beginning in the 18th year of employment	23 days	184 hrs.
Beginning in the 19th year of employment	24 days	192 hrs.
Beginning in the 20th year of employment	25 days	200 hrs.
Beginning in the 25th year of employment	27 days	216 hrs.

22.2 Employees shall accrue vacation during the first year of employment, but shall not be eligible to use accrued vacation until completion of the first 6 months of employment.

22.3 Except as approved by the Employer or the Employer's Designated representative, Employees will not be allowed to carry over more than the equivalent number of hours of vacation they have earned in the two previous calendar years.

22.4 Employees leaving the service in good standing after giving two weeks' notice shall be paid for any and all earned and unused vacation leave.

ARTICLE 23. HOLIDAYS

23.1 There shall be twelve (12) holidays per year as follows:

New Year's Day, January 1
Martin Luther King's Birthday, Third Monday in January
Washington's Birthday, Third Monday in February
Memorial Day, Last Monday in May
Juneteenth, June 19th
Independence Day, July 4th
Labor Day, First Monday in September
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Eve, One-half day
Christmas Day, December 25th
New Year's Eve, One-half day
Floating Holiday

23.2 Sergeants will be paid once a year in December at straight time for 127.64 hours at the pay rate in effect on December 1. These hours take into account premium pay for all holidays.

23.3 The Employer or the Employer's Designated Representative shall have the right to reduce the work schedules for holidays and to provide time off in lieu of holiday pay in December.

ARTICLE 24. SICK LEAVE

24.1 Sick leave is to be earned at a rate of one eight (8) hour day per month with no limit to accumulation. Sick leave is earned while on vacation, sick leave and injury on duty leave.

24.2 In order to be eligible for sick leave pay, an Employee must:

a. Report no later than one hour before the beginning of the shift or sooner if possible.

b. Keep the Chief of Police informed of his or condition.

c. Submit a medical certificate for any illness of three days or longer if requested by the Chief of Police.

24.3 Sick leave is to be used for actual illness and/or emergency medical attention of the Employee or the care of an ill or injured child of the Employee or the Employee's spouse or critical illness of the Employee's spouse. Effective August 1, 2013, sick leave will be amended to incorporate Minn. Stat. §181.9413.

24.4 If the Employer or the Employer Designated Representative has reason to believe an Employee is abusing sick leave by review of the usage, the Employee may be required to submit a doctor's statement upon written advance notice from the Employer or the Employer Designated Representative for future usage. Where abuse is evident, an employee shall be subject to the provisions of Article 8 of the AGREEMENT. Employees are expected to accumulate sick leave and not abuse it by using it as it accrues monthly.

ARTICLE 25. PAID TIME OFF

25.01 Effective January 1, 2011 employees will have the opportunity to participate in the PTO benefit. Employees who choose not to participate will have the option on an annual basis to switch to the PTO plan during a period of open enrollment. Once the election is made to convert to the PTO program, employees cannot return to the vacation and sick leave program. Articles 22 and 24 of the collective bargaining agreement will no longer apply to members enrolling in the PTO plan. Once a minimum of 75% of employees have enrolled in PTO, all new employees will automatically be offered PTO.

25.02 PTO can be used for any purpose, subject only to normal request/approval procedures consistent with policy and labor agreements.

25.03 Requests for leave for reasons other than illness or injury must be submitted to the supervisor a minimum of 14 days (two weeks) in advance when possible, and will be granted in seniority order. Requests made with less than 14 days' notice will be granted on a first-come, first-served basis consistent with policy and labor agreements. Time off requests made with less than 14 days' notice will not be denied solely because the request was not made 14 days in advance.

25.04 Emergency use (illness or injury) requires notification to the supervisor a minimum of 60 minutes prior to the employee's scheduled workday when possible. If the employer has reason to believe an Employee is abusing the emergency use of PTO time, that employee may be required to provide documentation of the emergency such as a physician's note.

25.05 PTO time is accrued bi-weekly on an hourly basis.

25.06 The maximum amount of PTO that can be accrued and carried over to the next year will be 576 hours.

25.07 An employee that leaves the city in good standing, after giving proper notice, will be compensated for PTO leave accrued and unused to the date of separation. Good standing is defined as an employee who has not been discharged or terminated for cause.

25.08 Employees using PTO leave will be considered to be working for the purpose of accumulating additional PTO time.

25.09 Once during the calendar year full-time employees may cash out up to forty PTO hours. Part-time employees have the ability to cash out a pro-rated value of 40 hours each calendar year.

PTO ACCRUAL SCHEDULE

25.10 The accrual schedule for full-time employees is as follows:

1st year of employment,	18 days	144 hours
2nd year of employment,	18 days	144 hours
3rd year of employment,	19 days	152 hours
4th year of employment,	19 days	152 hours
5th year of employment,	20 days	160 hours
6th year of employment,	20 days	160 hours
7th year of employment,	22 days	176 hours
8th year of employment,	22 days	176 hours
9th year of employment,	24 days	192 hours
10th year of employment,	24 days	192 hours
11th year of employment,	26 days	208 hours
12th year of employment,	26 days	208 hours
13th year of employment,	28 days	224 hours
14th year of employment,	28 days	224 hours
15th year of employment,	30 days	240 hours
20th year of employment,	33 days	264 hours

CONVERSION

25.11 Conversion to the PTO plan is optional for employees.

25.12 Current vacation accruals will be converted 1:1 to the PTO accrual.

25.13 Sick balances will be converted to an Extended Medical Bank (EMB) at a 1:1 ratio at the time of PTO election.

25.14 Sick hours may be converted to PTO according to the employee's years of service and severance eligibility as defined under article 26.1 Severance Pay. This conversion must occur at the time the employee chooses PTO and cannot put the employee over the maximum accrual.

25.15 At retirement or separation, the value of the EMB will be either placed into a Health Care Savings Plan or paid directly to the employee according to city policy and/or contract language.

EXTENDED MEDICAL BANK

25.16 EMB hours may only be used after the first 40 consecutive hours of an absence for the employee's serious health condition, or the serious health condition of the employee's child. The forty hour waiting period shall apply to each separate incident of a serious health condition.

25.17 For regular part-time employees, the waiting period before becoming eligible to use extended leave pay shall be based on a pro-rated basis by determining the actual hours the employee is scheduled to work according to the budget.

25.18 EMB leave shall not be considered as a privilege or vested right which an employee may use at their discretion, but shall be considered as a type of insurance which shall be allowed in case of a serious health condition of the employee or the employee's child.

25.19 Employees shall notify their immediate supervisor or the Human Resources Department on the first day of a qualifying serious health condition. Any employee using EMB leave may be placed on concurrent FMLA leave.

EXTENDED MEDICAL BANK 2

25.20 EMB2 will accrue for all full-time employees who elect PTO at a rate of 32 hours each year; part-time employees will receive pro-rated accrual. The accrued balance may only be used after the employee's PTO balance and EMB balance, if applicable, has been exhausted and be used under the same terms identified under Extended Medical Bank parts 26.17 through 26.20.

25.21 The maximum accrual for EMB2 will be 340 hours.

25.22 At retirement or separation, the employee will receive no value from the EMB2 accrual.

ARTICLE 26. PARENTING LEAVE

26.1 In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act, disability caused or contributed to by pregnancy, child birth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

26.2 A pregnant Employee who is unable to perform job duties and responsibilities due to disabilities caused or contributed to by pregnancy, child birth or other related medical conditions, is eligible to use sick leave in accordance with Article 24. The Employer or the Employer Designated Representative reserves the right to request an Employee to provide medical evidence of disability, illness or injuries. Failure to provide such evidence shall result in the loss of sick leave for the period of absence.

26.3 An Employee who wishes to request a leave of absence for purposes of child care may request an unpaid leave of absence in accordance with Article 29.

26.4 Conferences shall be in compliance with Minnesota Statute.

26.5 Employees shall be able to use sick leave for the care of a minor child in accordance with Minnesota Statue.

26.6 Adoptions shall be in compliance with Minnesota Statute.

ARTICLE 27. HEALTH CARE SAVINGS PLAN (HCSP) & SEVERANCE PAY

The City will implement the Minnesota State Retirement System Post-Employment Health Care Savings Plan (HCSP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after separation from the city. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes §352.98.

Retirement eligibility is determined based on PERA's definitions for retirement. The mandatory employee contribution into the HCSP will be 100% of eligible severance pay (sick leave/extended medical bank).

The Minnesota State Retirement System will determine all provisions of this plan, and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

27.1 Salary Contributions: Employees shall contribute one percent (1%) of their gross earnings per pay period.

27.2 Severance pay: shall be paid to full-time Employees based on the following schedule:

a) After 5 years of full-time service, 35% of the Employee's unused sick leave.

b) After 10 years of full-time service, 45% of the Employee's unused sick leave.

c) After 15 years of full-time service, 55% of the Employee's unused sick leave.

27.3 Only service with the Employer shall be counted towards the time required for a person to be eligible. Severance pay is to be based only on the Employee's wage schedule base pay rate, exclusive of any longevity, investigator, or education incentive pay, and shall be the wage rate in effect on the date of termination. Employee must leave the service in good standing and give the Employer or the Employer Designated Representative two (2) weeks written notice of termination.

ARTICLE 28. INJURY ON DUTY

28.1 An employee who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with established rules and procedures of the Employer, is injured during the performance of his/her duties and thereby unable to work, shall be paid the difference between the Employee's regular pay, including longevity and/or educational incentive pay, and the worker's compensation insurance payments for a period not to exceed the equivalent of 260 eight (8) hour working-days. A working day is defined as the combination of worker's compensation insurance and injury on duty pay.

28.2 For each day of injury on duty used, one eight (8) hour day shall be deducted from the Employee's accumulated injury on duty leave of up to one calendar year of two hundred sixty (260) working-days.

28.3 The Employee must be eligible for and receive worker's compensation insurance wage benefits to be eligible for and receive injury on duty pay from the Employer.

28.4 An Employee shall continue to accumulate vacation and sick leave while on injury on duty leave.

28.5 The Employer or the Employer Designated Representative shall have the right to request and receive reports from the Employees doctor(s) on the Employee's condition and ability to return to work, and the right to have the Employee examined by the Employer's doctor to determine his/her condition and ability to perform the duties of the Employee's position.

28.6 An Employee may choose to use sick leave and/or vacation leave after his/her injury on duty leave is exhausted.

ARTICLE 29. FUNERAL LEAVE

29.1 All Employees will be granted, if requested, up to three days funeral leave for a death in the Employee's immediate family.

29.2 Immediate family shall include mother, father, husband, wife, son, daughter, brother, sister, mother-in-law and father-in-law of the Employee and grandparents of the Employee.

ARTICLE 30. LEAVE OF ABSENCE WITHOUT PAY

30.1 Upon request of an Employee, leave of absence without pay may be granted by the Employer taking into consideration good conduct, length of service, and efficiency of the Employee and the general good of the municipal service. Such leave of absence shall not exceed a period of ninety (90) days; provided that the same may be extended beyond such period if the leave of absence is for continued disability or other good and sufficient reasons, but in no case to exceed one year, except when the Employee is called in to military service or is disabled from disability incurred while in the service of the City. No benefits shall accrue during a period of leave of absence without pay.

ARTICLE 31. JURY DUTY

31.1 In the case of jury duty or subpoena for witness in court, an Employee shall receive an amount of compensation which will equal the difference between an Employee's regular pay and compensation paid for jury duty or witness fee.

ARTICLE 32. UNIFORMS

32.1 Sergeants shall receive a uniform allowance each year. Effective January 1, 2024, this allowance will be $1,100 . The allowance will be processed through payroll the 4th week of January.

32.2 Bullet proof vests shall be provided by the Employer, in addition to the uniform allowance, and replaced as needed due to poor conditions or at the end of the life expectancy as determined by the manufacturer. Soft body armor shall be provided by the Employer and replaced as needed due to poor condition or as recommended by the manufacturer's specifications. This shall be done without deduction from the uniform allowance.

32.3 Employees assigned to Sergeant/Investigator position shall receive a uniform allowance in accordance with the terms and conditions under Exhibit A to this Agreement.

32.4 Upon termination of employment, Employees of the Police Department shall return all uniform articles paid for by the Employer under the terms of this Agreement, except shoes. The Chief of Police shall issue a receipt to the Employee for said articles upon his receipt before the issuance of the Employee's last pay check.

ARTICLE 33. PERSONAL PROPERTY REIMBURSEMENT

33.1 Employees may submit a report of claim to the Chief of Police of a wrist watch, prescription glasses or contact lens damaged, or contact lens lost, in the line of duty and request reimbursement for the cost of repair or replacement up to $225.00 per year, per Employee. If the article is to be replaced, the damaged watch, glasses or contact lens shall be turned in to the department with the report.

33.2 The claim for reimbursement shall be submitted with an estimate of the cost of repair from an appropriate watch repair or eye glass business. The claim will be approved if the requirements of Article 33.1 have been met and the Chief of Police approves the claim after determining from the written report the damage was caused by activity in the line of duty.

ARTICLE 34. WAIVER

34.1 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and L.E.L.S., for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 35. LONG-TERM DISABILITY INSURANCE

35.1 The City shall contribute one-hundred percent (100%) of the cost of the long-term disability insurance policy for all eligible employees.

ARTICLE 36. DRUG AND ALCOHOL TESTING POLICY

36.1 Drug and alcohol testing policy language – see attached.

ARTICLE 37. LICENSE PAY

37.1 The Employer shall contribute 100% of the cost of the license fee required by the Minnesota Peace Officer Standards and Training Board (POST).

ARTICLE 38. INDEMNIFICATION

38.1 Should future amendment to Minn. Statute § 471.44 or 466.07 be amended during the term of the 2026-2027 collective bargaining agreement in a manner that impact employees' terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments.

ARTICLE 39. **CARDIO EXAM REIMBURSEMENT**

39.1 Upon completion of a cardio exam, the Employer agrees to reimburse eligible Employees up to $400 for Employee out of pocket expense not covered by health insurance every 3 years. Expenses for which the Employee could be compensated through other programs, such as health insurance, donated funds, foundations or wellness programs, will not be eligible. Proof of exam and payment must be submitted for reimbursement within 45 days of exam date.

ARTICLE 40. **DURATION**

40.1 This Agreement shall by effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2027.

CITY OF LAKEVILLE

_________________________________ DATE:______________________

Luke M. Hellier, Mayor

_________________________________ DATE:______________________

Justin Miller, City Administrator

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 177

Rick Mathwig

______________________________ DATE: Feb 24, 2026

Rick Mathwig, Business Agent

Alex Johannes
Alex Johannes (Feb 24, 2026 10:03:21 CST)

______________________________ DATE: Feb 24, 2026

Union Steward

Michelle Roberts
Michelle Roberts (Feb 24, 2026 10:24:21 CST)

______________________________ DATE: Feb 24, 2026

Union Steward

APPENDIX A: SALARY SCHEDULE

Effective 1/1/2026, employees currently placed at Step 4 of the pay plan will be moved to Step 5. These employees will then continue to follow the regular step progression on their position's anniversary date, per the usual step increase process.

2026 Pay Plan						
Wages effective January 1, 2026 (rates include 3% COLA)						
Grade 15	**Removed Step 1 – Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Annual		$126,017.99	$130,743.68	$135,646.57	$140,733.31	$146,010.80
Hourly Rate		$60.59	$62.86	$65.21	$67.66	$70.20

2026 Pay Plan						
Wages effective June 8, 2026 (rates include 3% Market Rate Adjustment)						
Grade 15	**Removed Step 1 – Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Annual		$129,798.53	$134,665.99	$139,715.97	$144,955.31	$150,391.12
Hourly Rate		$62.40	$64.74	$67.17	$69.69	$72.30

2027 Pay Plan						
Wages effective January 1, 2027 (rates include 3% COLA)						
Grade 15	**Removed Step 1 – Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Annual		$133,692.49	$138,705.97	$143,907.45	$149,303.97	$154,902.86
Hourly Rate		$64.28	$66.69	$69.19	$71.78	$74.47

For 2027, the parties shall reopen the labor agreement for the sole purpose of negotiating wages if the top 2026 Lakeville Sergeant wage rate on December 31, 2026 is three and one-half percent (3.5%) above average or less than the average top Sergeant rate on December 31, 2026 based on the results of the wage study conducted by the Employer in 2026.

All step increases will be tied to an annual performance evaluation completed 30 days before the scheduled step increase. An evaluation that meets or exceeds an acceptable performance report would entitle the employee to progress to the next step in their position grade.

EXHIBIT A
INVESTIGATOR/SERGEANT
UNIFORMS

A specific uniform code will not be established for officers permanently assigned to these units. These officers will, however, be expected to present a professional, neatly attired appearance at all times. The exception to this is when undercover or other details require the assumption of a manner of dress which is designed to protect the identity and safety of the officer. These officers are expected to maintain a compliment of regulation uniforms (per Article 33.1) so as to be available for street assignment as the need arises.

Officers assigned to these units may use their uniform allowance by charging items at a supplier to be chosen by the Chief of Police. The uniform requisition format will be followed. Approved items include: suits, blazers, slacks, vests, dress shirts, neckwear, outer coats, shoes, sweaters and belts. Casual wear (jeans, etc.), underclothing, jewelry and accessory items are not approved.

Items purchased under Exhibit A will not have to be returned to the City in the event that an Employee resigns.

DRUG AND ALCOHOL TESTING POLICY
POLICE

I. The City recognizes drug and alcohol abuse by EMPLOYEES as threatening the welfare of the public and the well being of the other employees. Therefore, the City has established drug and alcohol testing for positions covered by this Policy as a means of protecting the public's welfare and EMPLOYEE's well being.

II. The intent of this article is to prevent drug and alcohol abuse by EMPLOYEES and to offer the opportunity for rehabilitation of EMPLOYEES who have tested positively for drug and alcohol use while on duty.

III. The City shall inform a job applicant prior to testing. Information shall include the City's right to request a test, the processing of a test, the consequences of testing positively and the rights of the EMPLOYEE.

IV. Before requesting an EMPLOYEE or a job applicant to undergo drug or alcohol testing the City shall provide the EMPLOYEE or job applicant with a form developed by the City on which to acknowledge the EMPLOYEE or job applicant has reviewed the Policy. On an additional form, the EMPOYEE or job applicant may indicate any over the counter or prescription medications that they are currently taking or have recently taken and any other information relative to the liability of or explanation for a positive test result. This form will be completed at the collection site and will not be reviewed by the EMPLOYER.

V. Random testing is prohibited.

VI. The City shall not require and EMPLOYEE or job applicant to undergo drug or alcohol testing except as authorized below:

A. The City may require a job applicant to undergo drug or alcohol testing provided a job offer has been made to the applicant and the same test is required of all job applicants conditionally offered employment for that position. If the job is withdrawn the City shall inform the applicant of the reasons for its actions.

B. The supervisor in charge may require an EMPLOYEE to undergo drug or alcohol testing provided a reasonable attempt has been made to receive approval the Chief of Police, that said requirement is stated in writing, and there is reasonable suspicion that the employee:

1. Is under the influence of drugs or alcohol;

2. Is found to personally possess illicit drugs or alcohol while on duty; unless possession is in conjunction with their official duties.

3. Sustained a personal injury or caused another employee to sustain a personal injury and the supervisor in charge has reasonable suspicion that drugs of alcohol were involved;

4. Has caused a work related accident or was helping to operate machinery equipment or vehicles involved in a work related accident and the supervisor in charge has reasonable suspicion that drugs or alcohol were involved.

C. The City may require an EMPLOYEE to undergo drug or alcohol testing if the EMPLOYEE has been referred by the City for chemical dependency treatment or evaluation which results in a determination that the employee is chemically dependent, in which case the employee may be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

D. Reasonable suspicion shall be defined as that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

VII. Test sample collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. EMPLOYEES may not be witnessed while submitting a urine sample. Administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. All screening tests shall make use of a split sample which shall be used for confirmatory retests. Upon request, an EMPLOYEE shall be entitled to the presence of a union representative before testing is administered. The testing may not be delayed for an unreasonable amount of time to allow the employee this opportunity.

VIII. All samples shall be tested for CHEMICAL ADULTERATION, OPIATES, CANNABIS, PCP, COCAINE, AMPHETAMINES, BARBITURATES, BENZODIAZEPINES AND ALCOHOL. The testing shall be done at a laboratory to be determined by the City and the following standards shall be used:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamine	500 ng/mg GC-MS
Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	300 ng/ml GC-MS
Cannabis	50 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	150 ng/ml GC-MS
Opiates	300 ng/ml Morphine, Codeine	300 ng/ml GC-MS
PCP	200 ng/ml PCP	25 ng/ml GC-MS
Alcohol	0.040 gm/dl Alcohol	0.040 gm/dl GC-MS

IX. Any sample which has been altered or is shown to be a substance other than urine or blood shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released by the laboratory.

X. Initial screening tests and confirmatory tests shall be at the sole cost of the City.

XI. Testing and evaluation procedures shall be conducted in a manner to ensure that an EMPLOYEE'S legal drug use does not affect the test results.

XII. All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.

XIII. Test results shall be treated with the same confidentiality as other EMPLOYEE medical records. The test results shall not be reported outside the City organization.

XIV. Each EMPLOYEE whose confirmatory tests indicate positive for drug or alcohol use shall be medically evaluated by a substance abuse professional. If required by the substance abuse professional, the employee will then be counseled and treated for rehabilitation. At any time an employee may voluntarily enter the chemical dependency program. This program is designed to provide care and treatment to EMPLOYEES who are in need of rehabilitation. Details concerning treatment any EMPLOYEE receives at this program shall remain confidential between the City and EMPLOYEE and shall not be released to the public. The EMPLOYER shall not be responsible for the cost of the treatment. The EMPLOYEES' health care provider shall provide a portion of the cost of the treatment.

XV. No EMPLOYEE shall be relieved of his or her position based on one positive confirmatory test result although the EMPLOYEE may be re-evaluated for his or her assignment. When undergoing treatment and evaluation, EMPLOYEES shall receive the usual compensation and fringe benefits provided at the time assigned position provided the employee is using available accumulated leave.

XVI. Each EMPLOYEE has the right to challenge the results of drug testing in the same manner that he or she may grieve any managerial action.

XVII. Upon successful completion of rehabilitation, the EMPLOYEE shall be returned to her or his regular duty assignment. EMPLOYEE reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up is completed and provided no further incidents of positive confirmatory tests occur, at the end of two (2) years the records of treatment and positive drug test results shall be retired to a closed medical record, given to the employee. Reference of the incident shall be removed from the employee's personnel file.

XVIII. EMPLOYEES shall be subject to the disciplinary actions prescribed in Article 8 if the employee:

A. Refuses to undergo drug or alcohol testing; employee may refuse to undergo drug or alcohol testing of a blood sample upon religious grounds if they consent to testing of a urine sample.

B. Fails to successfully complete a required rehabilitation program as prescribed by a substance abuse professional;

C. Tests positively after completing the initial rehabilitation program. The employee will be given the opportunity to complete a second rehabilitation program. If the employee refuses to complete a second rehabilitation program or if she or he tests positively after the completion of a second rehabilitation program, disciplinary action as prescribed in the union contract may be applied.

XIX. An EMPLOYEE may request a confirmatory retest of the original sample at the EMPLOYEE'S own expense within 5 days of receiving notice of a positive confirmatory test result. It shall be the responsibility of the EMPLOYEE to contact the EMPLOYER who will work with the EMPLOYEE to contact the laboratory which performed the original test and also make arrangements with a second federally certified laboratory to perform the confirmatory retest. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original result may be taken against the EMPLOYEE and the City will reimburse the EMPLOYEE for the actual cost of the confirmatory retest.

XX. The EMPLOYEE, upon request and subject to approval of the testing laboratory will have the right to inspect and observe any aspect of the drug testing program. The UNION may inspect individual test results if the release of this information is authorized by the EMPLOYEE involved.

XXI. This drug testing program is solely initiated at the behest of the CITY for the safety and well-being of the public and EMPLOYEES. The CITY shall be solely liable for any legal obligations for its actions of requiring testing or for actions taken as a result of testing.

XXII. This Policy is in no way intended to supersede or waive an EMPLOYEE'S federal or state constitutional rights, or contractual rights.

XXIII. This policy is subject to the interpretation of the state law pertaining to drug and alcohol testing.

LABOR AGREEMENT

Final Audit Report 2026-02-24

Created:	2026-02-23
By:	Alissa Frey (afrey@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAhVXKnA4Vj91DANaENsKUO6wlog5o7Is

"LABOR AGREEMENT" History

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2026-02-24 - 4:24:21 PM GMT

Date: 3/2/2026

Agreement with JL Theis, Incorporated for Lakeville Area Arts Center Playground Sitework

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with JL Theis, Inc. for Lakeville Area Arts Center Playground Sitework.

Overview

In late 2023, the City purchased the Alternative Learning Center, located next to the Lakeville Area Arts Center (LAAC), and repurposed it as the Fine Arts Building (FAB). The purchase of new play equipment was approved by the Mayor and City Council at the January 5, 2026 meeting, utilizing a $90,000 donation from Lakeville based QA1. This agreement includes the necessary sitework and improvements for the new playground that are not included in the play structure installation. The scope of work includes the following:

- Removal of playground surfacing, rock and benches
- Removal of curb and gutter, storm pipe and various areas of pavement
- Installation of storm drain and connection to the existing storm system
- Site restoration, installation of weed barrier, rock mulch, shredded wood mulch and sod
- Additional landscaping improvements

A bid opening was held on February 5, and four competitive bids were received. The base bids ranged from a high of $154,256.87 to a low of $108,824.00. JL Theis, Inc. submitted the low bid and included a bid alternate for a total of $120,997.00. The bid alternate scope of work includes:

- Temporary fence installation
- Deciduous shrubs and herbaceous plantings
- Metal landscaper edger and other items

The installation of the new play equipment and sitework is slated for completion this summer.

Supporting Information

1. Site Location Map
2. February 5, 2025 Bid Tabulation Summary
3. WSB Letter of Recommendation
4. Agreement with JL Theis, Inc. for Lakeville Art Center Playground Sitework

Financial Impact: $120,997.00 **Budgeted:** Yes **Source:** Major Maintenance & CIP
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Joe Masiarchin Parks and Recreation Director

Art Center Playground Improvements

Lakeville, MN

City Improvement Project Number XXXXXXX
WSB Project Number 028500-000
Issue Date 10/22/2025

1 / L1.0 PROJECT LOCATION MAP
SCALE: NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
L1.0	COVER SHEET
L2.0	DEMOLITION PLAN
L3.0	LAYOUT PLAN
L4.0	GRADING PLAN
L5.0	RESTORATION PLAN
L5.1	ADD ALTERNATE RESTORATION
L6.0	MISCELLANEOUS DETAILS
L6.1	MISCELLANEOUS DETAILS

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE UTILITY QUALITY LEVELS WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

THIS PLAN SET HAS BEEN PREPARED FOR:

NAME
City of Lakeville
20195 Holyoke Ave, Lakeville, MN 55044

HORIZONTAL DATUM:
VERTICAL DATUM:

C:\ACC\ACCDocs\WSB\028500-000\Project Files\05_Discipline\Landscape\03_Sheets\028500-000-LP-TTLB-PLAN.dwg 10/22/2025 9:40:29 AM

wsb

SCALE:	DESIGN BY:
AS SHOWN	CA
PLAN BY:	CHECK BY:
KT	CA

REVISIONS

NO.	DATE	DESCRIPTION

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Candace Amberg

DATE: 04-31-2025 LIC. NO: XXXXX

COVER SHEET

ART CENTER PLAYGROUND
CITY OF LAKEVILLE, MN

CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
028500-000

SHEET
L1.0

LAAC Playground RFP Results
2/5/2026

CONTRACTOR	BASE BID	ALTERNATE	TOTAL BID
Blackstone Contractors, LLC.	$ 154,256.87	$ 14,931.05	$ 169,187.92
Friedges Landscaping, Inc.	$ 133,174.93	$ 11,082.00	$ 144,256.93
JL Theis, Inc.	$ 108,824.00	$ 12,173.00	$ 120,997.00
Pember Companies, Inc.	$ 126,055.20	$ 9,904.84	$ 135,960.04

February 10, 2026

Honorable Mayor and City Council
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Art Center Playground Project
City of Lakeville
WSB Project No. 028500-000

Dear Mayor and Council Members:

A total of four quotes were received for the above-referenced project on February 5, 2026 for the site work for the Art Center playground project. The playground equipment is not included in this amount. The amounts were checked for mathematical accuracy. Please find enclosed the bid summary.

The low bidder was JL Theis, Inc. with a base bid total of $108,824.00 and an Add Alternate landscaping bid total of $12,173.00 for a grand total of $120,997.

We recommend that the City Council award a contract for the base bid and add alternate with JL Theis, Inc. for a total contract amount of $120,997 based on the results of the bids received. We also recommend setting aside a minimum of $6,000 for a 5% construction contingency.

Sincerely,

WSB

Candace Amberg, PLA
Senior Project Manager

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

AGREEMENT
BETWEEN CITY OF LAKEVILLE AND JL THEIS, INC.
FOR ART CENTER PLAYGROUND SITEWORK

THIS AGREEMENT made this 2nd day of March 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("Owner" or "City") and **JL THEIS, INC.** a Minnesota municipal corporation ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

A. This Agreement.
B. The City's Request for Proposal dated January 12, 2026, prepared by WSB.
C. Contractor's Bid Form.

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

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

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

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Parks Superintendent.

B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual penalty due to the subcontractor.

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

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

5. **COMPLETION DATE.** The Work must be completed by June 19, 2026.

6. **CONTRACTOR'S REPRESENTATIONS**.

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

J. Subcontracts:

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

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

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

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

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

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

Commercial General Liability (or in combination with an umbrella policy)
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

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

Workers Compensation
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:
$500,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

12. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the General Conditions.

B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

(1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any

other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

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

E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

OWNER:
CITY OF LAKEVILLE

BY: ____________________________
Luke M. Hellier, Mayor

AND ___________________________
Taylor Snider, Deputy City Clerk

CONTRACTOR:
JL THEIS, INC.

BY: Jamie Theis
Jamie Theis, President

Date: 3/2/2026

Radio Advertising Agreement with KTMY-FM, LLC. for the Lakeville Area Arts Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve Radio Advertising Agreement with KTMY-FM, LLC. for the Lakeville Area Arts Center.

Overview

To increase awareness and extend our geographic reach, the Lakeville Area Arts Center (LAAC) requests consent to extend our partnership with Hubbard Broadcasting for an additional 12 months. Since 2021, this collaboration has successfully expanded our exposure across the metro area. The Mayor and City Council reviewed and approved the terms and conditions of this proposal at their January 5, 2026 meeting but an agreement was not executed at that time.

Funding for this extension will be drawn from our advertising budget and the Minnesota State Arts Board Operating Support Grant. The contract includes on-air and in-app advertisements synced with our logo or related image and a customized message on digital dashboard screens in motor vehicles and other mobile devices. New this year, LAAC will be included in the Twin Cities Savers Newsletter, which is sent to more than 40,000 subscribers once per month.

By continuing this partnership, we aim to drive attendance, class registrations, and ticket sales while elevating the profile of the Lakeville arts scene.

Supporting Information

1. Agreement with KTMY-FM, LLC. for Radio Advertising

Financial Impact: $16,200.00 **Budgeted:** Yes **Source:** Minnesota State Arts Board Operating Support Grant
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Nicki Pretzer, Arts Center Manager

RADIO ADVERTISING AGREEMENT

AGREEMENT made this 2nd day of March, 2026 by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City") and **KTMY-FM LLC** a Delaware limited liability company ("Contractor" or “myTalk 107.1”). City and Contractor are referred to herein collectively as the “Parties”.

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

1. SCOPE OF SERVICES.

a. Contractor will provide City fifty-two (52) radio total advertisements per month, for six (6) months, according to the following schedule:

Days	Times	Length	Spots/Month
Monday-Friday	6:00 am-7:00 pm	:30	20
Saturday-Sunday	6:00 am-7:00 pm	:30	6
Monday-Sunday	7:00 pm-12:00 am	:30	10
Monday-Sunday	6:00am-12:00 am	:30	6
Monday-Sunday	12:00 am-12:00 am	:30	10

b. 52x :30 second commercials per month
c. 312x :30 second commercials per 6-months
d. All ads are duplicated on mytalk107.1 stream
e. All ads include myTalk In-Car Ad Sync
f. Bonus commercials when inventory availability permits
g. Commercial copy written and produced at no charge – including copy changes up every other month.
h. Advertisements will be aired on myTalk 107.1.
i. Contractor will provide City with a written report within ten (10) business days at the end of each calendar month setting forth the actual airing of City advertisements in the preceding month.

2. PAYMENT. As consideration for the provision of the Services, the City agrees to pay six (6) monthly installments of Two Thousand Seven Hundred and no/ Dollars ($2,700.00) for a total amount of Thirteen Thousand Five Hundred and No/100 dollars ($13,500,00) over the term of this Agreement. Contractor will charge the monthly payments on the fourth Wednesday of each month, for six months, to a credit card provided by The City.

3. TERM. The term of this Contract shall be from January, 2026 through June, 2026.

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

5. INDEPENDENT CONTRACTOR. City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Agreement and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree the Contractor is not an employee of the City and is free to contract with other entities as provided herein. City and Contractor further agree that Contractor shall be responsible for selecting the means and methods of performing the work. City and Contractor further agree Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor further 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. City and Contractor further agree that 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.

6. BROADCAST LIABILITIES. Contractor agrees to hold and save the City harmless against all liability arising from the broadcast of (1) program material except advertising material furnished by City, and (2) musical compositions licensed for broadcasting by a music licensing organization of which Contractor is a licensee. The City agrees to hold and save Contractor harmless against all liability resulting from the broadcast of advertising material furnished by City except musical compositions licensed as stated above.

7. TERMINATION WITHOUT CAUSE BY CITY. The parties reserve the right to terminate this Agreement at will immediately without cause at any time by providing the other party at least 30 days prior written notice of its wish to terminate. In the event of such termination, the Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipts of the effective date of termination.

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 services to be provided.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

10. NONDISCRIMINATION. In performing work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

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

12. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement 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. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

CITY :	City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044
CONTRACTOR:	KTMY-FM, LLC 3415 University Ave St. Paul, MN 55114 Attn: Legal Dept

14. WAIVER OF DEFAULT. Any waiver by either party of any breach or failure to comply with any provisions of this Agreement by the other Party shall not operate or be construed as a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement. No waiver by the City shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

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

16. AMENDMENTS. Any modification or amendment of this Agreement shall require a written agreement signed by both Parties.

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

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

Dated: ___________________, 2026

CITY OF LAKEVILLE

BY: ____
Luke Hellier, Mayor

AND: _ ______________________________________
Taylor Snider, Deputy City Clerk

Dated: ___________________, 2026

KTMY-FM LLC

BY: ____
Its: Dan Seeman, Market President

Date: 3/2/2026

Supplemental Agreement for Annual Instrumentation and Control Support Services

Proposed Action
Staff recommends adoption of the following motion: Move to approve a supplemental agreement with Advanced Engineering and Environmental Services, LLC for 2026 Instrumentation and Control Services.

Overview

The Utilities Division utilizes Advanced Engineering and Environmental Services, LLC (AE2S) to provide programming and troubleshooting services for the Supervisory Control and Data Acquisition (SCADA) system supporting the water treatment plant, wells, water towers, and lift stations.

This agreement serves as a supplement to the City's existing master agreement for professional services with AE2S. The scope of work is specific to instrumentation and control system programming and troubleshooting and is used on an as-needed basis when operational issues arise, system modifications are required or new equipment is installed.

Staff recommends approval of this supplemental agreement to ensure continued reliable operation and support of the City's SCADA system.

Supporting Information
1. Supplemental Agreement

Financial Impact: Budgeted $52,000 **Budgeted:** Yes **Source:** Water & Sewer Funds
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Shane Quade, Utilities Superintendent

February 16, 2026

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

RE: 2026 Instrumentation and Control Support Services

Dear Mr. Quade:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render Instrumentation and Control (I&C) Support Services (Assignment) to the City of Lakeville (CLIENT).

This scope of work is a Supplemental Agreement as extension of and in accordance with the Master Agreement for Professional Services between the City of Lakeville and AE2S, dated September 20, 2021.

<u>Scope of Basic Services</u>

AE2S will perform the following tasks:

- Supervisory Control and Data Acquisition (SCADA) software programming services as requested by the CLIENT. Programming modifications and troubleshooting for computers, Programmable Logic Controller (PLC), and Human-Machine Interface (HMI) software.
- I&C General, Emergency, and Calibration Services
    - Service for system problems will be scheduled in accordance with the severity of the issue. AE2S will work with the CLIENT to assess the severity and discuss an appropriate timeline for a solution.
        - Problems that result in the inability for the operation of the facility will be assessed as soon as possible, inside or outside normal business hours.
        - Non-Emergency problems will be assessed within normal business hours.
    - Technicians will provide all required tools and computer software to perform Input/Output (I/O) Checkout and Instrumentation Calibrations as needed.
    - Provide service reports to CLIENT indicating the original problem, the testing procedures used to investigate the problem, the resolution to the problem and the time required to resolve the problem.
    - If the replacement of equipment is required to resolve the problem, the technician will discuss with the CLIENT and work to procure and replace the equipment under the CLIENT's direction. Costs of the devices, consumables for installing the devices, or other direct, non-labor expenses are reimbursable and shall be borne by the CLIENT.

Limited Equipment Warranty
AE2S MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c)

WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AE2S'S SOLE RESPONSIBILITY TO CLIENT WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO CLIENT SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND AE2S'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule, attached hereto, plus reimbursement for all project related expenses.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Acceptance

If this Agreement sets forth your understanding of our agreement, including the scope of work desired and fees, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

Anthony Pittman
Lead Instrumentation & Controls Specialist

AE2S	**CLIENT**
	Accepted this _____ day of
	__________________________, 2026
By: ________________________________ Justin Klabo, PE Operations Manager	By: ________________________________ Luke M. Hellier, Mayor
	And: ________________________________ Ann Orlofsky, City Clerk

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	$73.00
Administrative 2	$88.00
Administrative 3	$103.00
Communications Specialist 1	$117.00
Communications Specialist 2	$137.00
Communications Specialist 3	$158.00
Communications Specialist 4	$190.00
Communications Specialist 5	$210.00
Construction Services 1	$140.00
Construction Services 2	$171.00
Construction Services 3	$190.00
Construction Services 4	$211.00
Construction Services 5	$232.00
Engineering Assistant 1	$94.00
Engineering Assistant 2	$111.00
Engineering Assistant 3	$140.00
Engineer 1	$152.00
Engineer 2	$182.00
Engineer 3	$213.00
Engineer 4	$246.00
Engineer 5	$264.00
Engineer 6	$279.00
Engineering Technician 1	$93.00
Engineering Technician 2	$117.00
Engineering Technician 3	$141.00
Engineering Technician 4	$158.00
Engineering Technician 5	$181.00
Financial Analyst 1	$126.00
Financial Analyst 2	$142.00
Financial Analyst 3	$171.00
Financial Analyst 4	$187.00
Financial Analyst 5	$209.00
GIS Specialist 1	$117.00
GIS Specialist 2	$142.00
GIS Specialist 3	$168.00
GIS Specialist 4	$188.00
GIS Specialist 5	$210.00

I&C Assistant 1	$112.00
I&C Assistant 2	$139.00
I&C 1	$166.00
I&C 2	$196.00
I&C 3	$221.00
I&C 4	$234.00
I&C 5	$246.00
IT 1	$145.00
IT 2	$196.00
IT 3	$241.00
Land Surveyor Assistant	$107.00
Land Surveyor 1	$129.00
Land Surveyor 2	$156.00
Land Surveyor 3	$175.00
Land Surveyor 4	$193.00
Land Surveyor 5	$213.00
Operations Specialist 1	$112.00
Operations Specialist 2	$140.00
Operations Specialist 3	$173.00
Operations Specialist 4	$198.00
Operations Specialist 5	$222.00
Project Coordinator 1	$130.00
Project Coordinator 2	$145.00
Project Coordinator 3	$162.00
Project Coordinator 4	$178.00
Project Coordinator 5	$201.00
Project Manager 1	$229.00
Project Manager 2	$251.00
Project Manager 3	$269.00
Project Manager 4	$284.00
Project Manager 5	$303.00
Project Manager 6	$317.00
Sr. Designer 1	$199.00
Sr. Designer 2	$221.00
Sr. Designer 3	$238.00
Sr. Financial Analyst 1	$236.00
Sr. Financial Analyst 2	$257.00
Sr. Financial Analyst 3	$279.00
Technical Expert 1	$361.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	$0.83/mile
Survey Vehicle	$1.05/mile
Laser Printouts/Photocopies	$0.30/copy
Plotter Printouts	$1.00/s.f.
UAS - Photo/Video Grade	$100.00/day
UAS/USV – Survey	$50.00/hour
Total Station – Robotic	$35.00/hour
Mapping GPS	$60.00/day
Fast Static/RTK GPS	$50.00/hour
All-Terrain Vehicle/Boat	$100.00/day
Cellular Modem	$75.00/month
Web Hosting	$26.00/month
Legal Services Reimbursement	$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

*Position titles are for labor rate grade purposes only.
These rates are subject to adjustment each year on January 1.

Date: 3/2/2026

Contract for Repainting the Dakota Heights Water Tower

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with TanksCo Inc. for rehabilitation of the Dakota Heights water tower, City Project 26-11.

Overview

The City owns and maintains six water towers that are routinely inspected and maintained as part of the water utility system. The Dakota Heights water tower was last rehabilitated in 2010 which included interior spot repairs and an exterior overcoat. The exterior coating system has now failed and requires full replacement.

The proposed project includes complete interior and exterior surface preparation and repainting. The project also includes installation of a tank mixer to improve water circulation and reduce the potential for freezing during winter months, as well as upgrades to the fall protection climbing system to meet current OSHA standards. Additional project work includes spot repair painting and installation of tank mixers at the Downtown and Holyoke water towers. Alternate No. 1 includes replacement of the cellular tower rail at the Dakota Heights site and Alternate No. 2 provides for an extended coating warranty.

On February 5, 2026, six bids were received for the project. The apparent low bid submitted by O&A Classic Coatings in the amount of $992,000.00 did not include all required documentation. In accordance with the project specifications this bid is considered non-responsive and cannot be accepted.

The lowest responsible bidder is TanksCo, Inc. in the amount of $1,008,745.00 including Alternates No. 1 and No. 2. The engineer's estimate for the project was $1,155,200.00. TanksCo, Inc. recently completed the repainting of the CMF water tower at 179th Street and Granby Lane and their work was satisfactory. Staff and the project consultant have reviewed the bids and recommend approval of a contract with TanksCo, Inc. in the amount of $1,008,745.00, including alternates No. 1 and No. 2.

Supporting Information

1. Contract
2. Bid Summary
3. Recommendation Letter

Financial Impact: $1,008,745.00 **Budgeted:** Yes **Source:** Water Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Shane Quade, Utilities Superintendent

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Lakeville, Minnesota

(Owner) and TANKSCO, INC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Water Tank Maintenance Services.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Tank Maintenance Services.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 66 calendar days for Dakota Heights Tank, 26 days for Holyoke Elevated Tank, and 20 days for Air Lake Hydropillar Tank after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 96 days for Dakota Heights Tank, 56 days for Holyoke Elevated Tank, and 50 days for Air Lake Hydropillar Tank after the date when the Contract Times commence to run.

B. The project shall commence on April 15, 2026 for Dakota Heights Tank, June 22, 2026 for Holyoke Elevated Tank, and August 8, 2026 for Air Lake Hydropillar Tank (Air Lake Road will not be available until after June 6, 2026.)

C. Contractor must identify the proposed continuous construction periods as part of the submitted bid.

D. Contract Times will commence to run up issue of the Notice to Proceed (Section 00 55 00).

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work, at the prices stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Only one payment will be made to the Contractor in any given month.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).

2. This Agreement (pages 00 52 00-1 to 00 52 00-8, inclusive).

3. Performance and Payment Bonds (Document 00 61 13).

4. Other bonds.

   a. Maintenance bond (pages __ to___, inclusive).

5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).

6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-___, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: "Water Tank Maintenance Services", dated 1/14/26.

9. Exhibits to this Agreement (enumerated as follows).

   a. Contractor's Bid.

   b. Non-Collusion Affidavit.

   c. Responsible Contractor Verification and Certification Form

   d. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).

   e. Certificate of Insurance.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Field Order(s).

    c. Work Change Directive(s).

    d. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference idents identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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

12. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.

C. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.

1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Indemnity

A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney’s fees it may incur as a result of any such claims.

9.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

9.07 Software License

A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

9.08 Patented Devices, Materials, and Processes

A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

9.09 Assignment

A. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

9.10 Permits and Licenses; Rights-of-Way and Easements

A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ____________________________, _________ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Lakeville, Minnesota	Saul Bocanegra
By:	By: Saul Bocanegra
Title:	Title: President
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest: Esquiel Bocanegra
Title:	Title: Managing Member
Address for Giving Notices:	Address for Giving Notices: 1102 County Road 4360 Decatur, Tx 76234
	License No. N/A (Where Applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).	Agent for service of process: Saul Bocanegra (If Contractor is a corporation or a partnership, attach evidence of authority to sign.)
Designated Representative:	Designated Representative:
Name:	Name: Saul Bocanegra
Title:	Title: President
Address:	Address 1102 County Road 4360 Decatur, Tx 76234
Phone:	Phone: 956-441-7931
Facsimile:	Facsimile: n/a

END OF DOCUMENT

Dakota Heights 2 MG Ground Storage Tank Rehabilitation and Holyoke-Downtown Maintenance

City Project # 26-11

Bid Opening Summary

February 5th, 2026 10:30 am

Contractor	Acknowledge Addendums	Bidders Proof of Responsibility	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid
O&A CLASSIC COATINGS AND PAINTINGS CORP	X		X	X	X	$921,500.00	$40,500.00	$30,000.00	$992,000.00
TANKSCO INC	**X**	**X**	**X**	**X**	**X**	**$968,745.00**	**$25,000.00**	**$15,000.00**	**$1,008,745.00**
O&J COATINGS, INC.	X	X	X	X	X	$984,000.00	$25,000.00	$30,000.00	$1,039,000.00
Viking Painting, LLC	X	X	X	X	X	$1,125,165.00	$78,600.00	$25,000.00	$1,228,765.00
Classic Protective Coatings, Inc.	X	X	X	X	X	$1,226,400.00	$70,000.00	$45,000.00	$1,341,400.00
TMI Coatings, Inc.	X	X	X	X	X	$1,246,750.00	$85,000.00	$28,000.00	$1,359,750.00

SEH

Building a Better World
for All of Us®

February 18, 2026

RE: Lakeville, MN
Dakota Heights Rehabilitation and
Holyoke/Downtown Maintenance
SEH No. LAKEV 188013

Paul Oehme
Public Works Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Mr. Oehme:

On Tuesday, February 5, 2026, six bids were received for the above-referenced project. The bids ranged from a high of $1,359,750.00 to a low of $992,000.00. The low bid received was submitted by O&A Classic Coatings in the amount of $992,000.00. O&A Classic Coatings did not submit all necessary paperwork to confirm their bid. The City of Lakeville stated that they cannot accept that bid. Therefore, the lowest bidder for the above-mentioned project is TanksCo Inc in the amount of $1,008,745.00

Contractor	Base Bid	Alternate 1	Alternate 2	Total Bid
O&A Classic Coatings	$921,500	$40,500	$30,000	$992,000
TanksCo Inc	$968,745	$25,000	$15,000	$1,008,745
O&J Coatings, Inc	$984,000	$25,000	$30,000	$1,039,000
Viking industrial Painting	$1,125,165	$78,600	$25,000	$1,228,765
Classic Protective Coatings Inc.	$1,226,400	$70,000	$45,000	$1,341,400
TMI Coatings, Inc.	$1,246,750	$85,000	$28,000	$1,359,750
Engineer's Estimate	$1,112,100	$28,000	$15,000	$1,155,200

In reliance on our experience with TanksCo Inc and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to TanksCo Inc. in the amount of $1,008,745.

Sincerely,

Brad Sipe
Project Manager

dmk
Attachment
c: Ferraro, Stephen <sferraro@lakevillemn.gov>

x:\ko\l\lakev\188013\6-bid-const\bid documents\recommendation letter.docx

Date: 3/2/2026

Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 1st Quarter of 2026

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution accepting donations to the Lakeville Parks & Recreation Department in the first quarter of 2026.

Overview

Donations from various sources were received by the Lakeville Parks & Recreation Department. Please see the supporting information for details. On behalf of our department, we sincerely thank these individuals and businesses for their generosity.

Supporting Information

1. Q1 List of Donors
2. Q1 Parks & Recreation Donation Resolution

Financial Impact: $NA **Budgeted:** No **Source:** Donations
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Joe Masiarchin, Parks & Recreation Director

DONATIONS RECEIVED BY PARKS & RECREATION DEPARTMENT

1st Quarter of 2026

Lakeville Lions	$1,100.00	Red Hat Chorus Transportation
Lakeville Lions	$800.00	Fitness Equipment at Heritage Center
Raising Cane's Chicken Fingers	$3,495.00	Haunted Forest Festival
Delmar Co. by way of Friends of the Lakeville Area Arts Center	$6,400	Glowforge Laser Printer
Jill Henning - State Farm Insurance	$350	Santa's Secret Store bags
Cornerstrone Copy	$98	Youth Art Month Advertising
Friends of the Lakeville Area Arts Center	$441.00	Miscellaneous Donation
Friends of the Lakeville Area Arts Center	$22,078.00	Gas Kiln
Friends of the Lakeville Area Arts Center	$3,848.50	Summer Intern
Run the Ritter	$2,000	Ritter Farm Park Trails and Maintenance
Total	**$40,610.35**	

CITY OF LAKEVILLE

RESOLUTION NO.________

RESOLUTION ACCEPTING GRANTS AND DONATIONS TO THE LAKEVILLE PARKS AND RECREATION DEPARTMENT DURING THE FIRST QUARTER OF 2026

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

WHEREAS, the City of Lakeville's Parks and Recreation Department has received grants and donations of money, goods or property as indicated on the attached list; and

WHEREAS, the grants and donations were beneficial to the department; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the grants and/or donations are hereby officially accepted and acknowledged with gratitude to the donors; and

BE IT FURTHER RESOLVED that City staff is authorized to amend the budget to comply with grant agreements and restricted donations.

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

____
Luke M. Hellier, Mayor

____
Taylor Snider, Deputy City Clerk

Date: 3/2/2026

Contract for 2026 Right-of-Way and Park Tree Planting

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Hoffman and McNamara Company for the 2026 Right-of-Way and Park Tree Planting projects.

Overview

Tree planting services are needed to replace ash trees removed over the past year as part of the City's Emerald Ash Borer (EAB) management plan, to replace trees removed during routine park maintenance, and to support tree planting efforts under the 2023 Shade Tree Bonding Grant project.

Spring tree planting will focus on Ipava Avenue, Kensington Boulevard, and the Heritage Center, where ash trees were removed in 2025–2026, as well as in three parks: Quail Meadows, Fieldstone, and Knob Hill. A total of 121 trees are planned for spring planting. The work includes both tree installation and watering services for newly planted trees throughout the growing season.

Fall tree planting will include 158 trees in City parks as part of the 2023 Shade Tree Bonding Grant. Parks included are Bunker Hill, Steve Michaud, Highview Heights, Village Creek, and Valley Lake. The cost of the fall planting will be reimbursed through grant funding.

In January, the City requested proposals from three contractors for tree planting operations. Two proposals were received: Hoffman and McNamara Company at $143,874.00 and Friedges Landscaping at $147,724.50. Hoffman and McNamara's proposal met all requirements outlined in the request and provided the most cost-effective pricing. Staff recommend approval of a contract with Hoffman and McNamara Company for tree planting services.

Supporting Information

1. Contract

Financial Impact: $143,874.00 **Budgeted:** Yes **Source:** Forestry and grant funds
Envision Lakeville Community Values: Good Value for Public Service; Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Zach Jorgensen, City Forester

CONTRACT FOR SERVICES

THIS AGREEMENT made this 2nd day of March 2026, by and between the **CITY OF LAKEVILLE** , a Minnesota municipal corporation, hereinafter referred to as the "City", and **HOFFMAN & MCNAMARA COMPANY** , a Minnesota corporation, hereinafter referred to as the "Contractor".

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

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consists of tree planting and watering services within the City's 2026 Tree Planting Project. The Contractor agrees to perform the services as detailed in the Contract Documents.

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

   A. This document entitled "Contract for Services".

   B. The City of Lakeville Tree Planting Request for Proposal dated January 23rd, 2026.

   C. City of Lakeville General and Technical City Specifications

   D. Contractor's Proposal

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

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

4. **PAYMENT.**

   A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted for completion of work in accordance with the contract documents, inclusive of taxes, if any. City shall make 95% progress payments on the Contract Price on the basis of approved Contractor invoices for work completed provided the work is commensurate with the percentage of work completed. Upon final completion of the work required under the Contract and acceptance by the City, the City shall pay the remainder of the Contract Price as recommended by the City Forester.

   B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

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

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

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

6. RIGHTS AND REMEDIES.

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

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

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

8. **INSURANCE.** Suppliers shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis by endorsement. The Supplier shall furnish the City a certificate of insurance satisfactory to the Owner evidencing the required coverage:

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

$2,000,000 Each Occurrence

$2,000,000 Products/Completed Operations Aggregate

$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

$500,000 – Bodily Injury by Disease per employee

$500,000 – Bodily Injury by Disease aggregate

$500,000 – Bodily Injury by Accident

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

Professional/Technical (Errors and Omissions) Liability Insurance

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

$1,000,000 – per claim or event

$2,000,000 – annual aggregate

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

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

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.

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

(i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota;

(ii) Shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective or ten (10) days' notice for non-payment of premium;

(iii) 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** .;

(iv) Shall be in accordance with specifications approved by the insurance advisory for City; and

(v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

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

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

11. **TRAFFIC CONTROL.** The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular, pedestrian, and bicycle traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. All traffic control devices shall conform and be installed in accordance with the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts," the "Guide to Establishing Speed Limits in Highway Work Zones," the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Sign Manual, the Traffic Engineering Manual, and these special provisions.

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

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

14. **WRITTEN NOTICE OR OTHER CORRESPONDENCE.** Any written notice or other correspondence to be provided by or between the City and the Contractor in

accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

CITY:	City of Lakeville 20195 Holyoke Avenue Lakeville MN 55044 Attn: City Administrator
CONTRACTOR:	Hoffman & McNamara Company 9045 180th St E Hastings MN 55033

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

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

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

18. **DATA PRACTICES/RECORDS.**

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

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

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

20. **CHANGE ORDERS.** Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall

proceed with the work involved. Changes in the Contract Price shall be based on the Proposal Prices

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

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

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

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

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

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

23. **BACKGROUND CHECKS.** The City may require criminal history background checks of the Contractor’s employees for purposes of access to City facilities. The City reserves the right to deny access to City facilities to those Contractors or Contractor’s employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: ______________________________
Luke M. Hellier, Mayor

AND: ______________________________
Taylor Snider, Deputy City Clerk

HOFFMAN & MCNAMARA COMPANY

BY: ______________________________

____
(Print Name)

ITS: ______________________________

Date: 3/2/2026

Contract for Boulevard Mowing

Proposed Action
Staff recommends adoption of the following motion: Move to approve a contract with VonBank Lawn Care, Inc. for boulevard mowing.

Overview

In 2022, the City entered into a Joint Powers Agreement (JPA) with Dakota County that allowed the City to mow urbanized County road boulevards to a higher maintenance standard than the County was able to provide. Under this agreement, Dakota County reimbursed the City for a portion of the mowing costs. The County has elected not to continue the JPA for 2026 and will resume mowing the boulevards using County staff.

City staff met with Dakota County representatives to develop a coordinated mowing plan for 2026. Under this approach, the City will continue mowing select high-priority corridors, while Dakota County will maintain the remaining County road boulevards. This arrangement is intended to free up County resources, allowing the County to increase mowing frequency to approximately once every two weeks, while the City's contract provides for weekly mowing along designated corridors. An attached map identifies maintenance responsibilities for each agency.

City staff will monitor operations throughout the 2026 mowing season and recommend any adjustments for the 2027 season as needed.

In February, City staff requested proposals from three contractors for boulevard mowing services. Two proposals were received, with VonBank Lawn Care, Inc. submitting the lowest responsive proposal. Staff recommends approval of a one-year contract with VonBank Lawn Care, Inc. for boulevard mowing services for the period of January 2, 2026, through December 31, 2026, in the amount of $55,650.00.

Supporting Information
1. County Blvd Mowing Mowing Contract
2. Request for Proposal
3. Von Bank Lawn Care Inc. Quote
4. Mowing Map

Financial Impact: $55,650.00 **Budgeted:** Yes **Source:** General Fund
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Paul Oehme, Public Works Director

CONTRACT FOR SERVICES
LAKEVILLE AND DAKOTA COUNTY
BOULEVARD MOWING 2026

AGREEMENT made this 3 day of March 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **VonBank Lawn Care, Inc.** ("Contractor").

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

1. CONTRACTOR'S RESPONSIBILITIES.

A. Contractor shall be responsible for providing lawn maintenance services for parcels or properties listed in Exhibit A ("Work").

B**.** The City of Lakeville and Dakota County Boulevard Mowing Standards, attached hereto as Exhibit A, shall be incorporated herein and, together with this Agreement, 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 set out verbatim and in full herein. In the event of conflict among the provisions of these documents, the terms of this Agreement shall control resolving any such conflict.

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

3. TERM. The term of this contract shall be January 2, 2026 - December 31, 2026.

4. RIGHTS AND REMEDIES.

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

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

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

6. CONDITION/INSPECTION/REMEDY.

A. All goods and other materials furnished under this Contract shall be new and in current manufacture unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All services not conforming to these requirements shall be considered defective.

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

C. Defective work shall be removed and replaced or satisfactorily repaired.

7. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the Work involved. Changes in the Contract Price shall be based upon the prices identified in the Proposal Form provided as Exhibit B or negotiated between the parties based on similar work provided in the Proposal Form.

8. UNAUTHORIZED WORK. Additional work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

9. OBLIGATIONS OF THE CITY. The City shall pay the Contractor for performance of the Contract the sum of $55,650.00 as per the Proposal Form attached hereto as Exhibit B from May 1, 2026 - December 31, 2026. Payments shall be made periodically after a service has been completed and within thirty (30) days of receipt of an invoice.

10. WORKER'S SAFETY. The Contractor shall follow all applicable safety standards for landscape maintenance; including but not limited to hearing, mower operation and chemical application.

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 and Dakota County, their 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. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

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

14. 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.

15. INDEPENDENT CONTRACTOR. The City hereby retains Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. 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.

16. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statutes § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Contractor's receipt of payment from City. Contractor must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred and no/100 Dollars ($100.00) or more is Ten and no/100 Dollars ($10.00).

17. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

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

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

20. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, provided Contractor is not in default of the Contract, the City shall pay the Contractor for completed Work.

CITY OF LAKEVILLE	**VonBank Lawn Care, Inc.**
BY: ______________________	BY: John Von Bank Jr
Luke M. Hellier, Mayor	
AND: ______________________	Its: Owner, John VonBank Jr.
Ann Orlofsky, City Clerk	

Exhibit A

2025 LAKEVILLE AND DAKOTA COUNTY BOULEVARD MOWING
CITY PROPERTY DESCRIPTIONS / LOCATIONS & MOWING STANDARDS

Section 1 – Location

1. Lakeville and Dakota County Boulevards and Roundabouts

As noted on the Map Exhibit C.

Section 2 – Lawn Mowing

2.1 Inspection of Area

The Contractor shall inspect the areas and acquaint themselves with all physical conditions involved.

2.2 Scheduling

Mowing shall occur between the hours of 7:00 AM – 7:00 PM, Monday through Friday, and 8:00 AM – 5:00 PM, Saturday and Sunday. Contractor shall coordinate the work with the City of Lakeville Streets Superintendent or Streets Supervisor.

2.3 Cutting Intervals

All Lakeville/County boulevard and center medians indicated in green on Exhibit C shall be mowed at a maximum of 7 day intervals. All signs, post, water hydrants and other structures shall be trimmed bi-weekly as requested by the City of Lakeville Streets Superintendent and Streets Supervisor. Boulevards shall include area between edge of road or curb to trail/sidewalk and 4 feet beyond trail/sidewalk.

2.4 Height of Cut

All grass shall be kept mowed to a minimum height of 2.5" and a maximum height of 3.5".

Mowers shall be sharp and adjusted to the specified cutting height at all times. Skips in mowing, streaking of lawns and dragged over grass without cutting will not be accepted. The City reserves the right to change the height of the cut with proper notification to the contractor.

2.5 Policing of Grounds

Prior to mowing turf areas, all trash and debris including cans, rocks, bottles and papers will be removed and properly disposed of.

2.6 Cleaning of Walks and Pavements

Clippings will not be discharged onto sidewalks or pavements. All walks and pavements will be swept or blown after mowing to remove and properly dispose of all grass clippings and debris.

2.7 Grass Clippings

Grass clippings may remain on the turf, provided they are evenly disbursed. Any detectable clumping must be evenly dispersed or promptly bagged and properly disposed of.

Section 3 – Edging, Weeding, Trimming and Pruning of Shrubs

3.1 Inspection of Area

The Contractor shall inspect the area and acquaint themselves with all locations, physical conditions and scope of the work involved.

3.2 Edging and Weeding

Edging is defined as clipping of vegetation growing adjacent to, horizontally over or through walks, sprinkler heads, driveways, curbs, parking lots, trees, shrub beds, utility poles, sign posts or any other place where required to present a neat, well-maintained appearance.

Edging will occur a minimum of every other grass cutting. Edging the cultivated areas around trees, shrubs, mulch beds, walks and pavements will be required once per month. The grass shall be edged to a line parallel to, and not more than, one inch from the edge of the walks and pavement or curbing.

3.3 Weed Control

Contractor will provide a minimum of three applications of herbicide treatments. The herbicide program shall consist of an application of pre-emergent weed control herbicide in May, an approved broadleaf weed control application in May – June, and a second broadleaf weed control application in August – September. Contractor may adjust application timing to be consistent with the herbicide label, weather conditions and plant growth. Reapplication at no additional cost will be required for unsatisfactory results. The designated City representative shall be notified a minimum of 24 hours prior to application of sites to be treated, and product planned to be used. Contractor shall post sites with the appropriate signage indicating sites have been treated.

3.4 Trimming and Pruning

Shrubs and trees less than 25' in height shall be pruned a minimum of one time per year by a Certified Arborist or experienced personnel. All pruning shall be done in accordance with ANSI pruning standards. All pruning cuts shall be made with sharp tools at the collar of the parent branch. All debris shall be removed and properly disposed of. Oaks and elms shall never be pruned between April and October. Avoid pruning honeylocust, crabapples, hawthorns, cotoneaster during the growing season (April to October) to prevent fungal and bacterial infections.

1. Cane-growth habitat shrubs (examples include: Viburnum species like nannyberry/arrowwood, Spirea, Honeysuckle, dogwood, ninebark, etc.):

Renewal pruning – every year remove up to one-third of the oldest, thickest stems, pruning them down to ground level. Cut back any remaining stems that look overgrown.

Rejuvenation pruning – for overgrown shrubs, cut all stems or trunks, pruning them down to ground level in early spring. This type of pruning shall be done in early spring March/April before growth begins.

2. Tree-form shrubs and trees (examples include: Pagoda dogwood, Japanese treelilac, Nannyberry tree-form):

Natural pruning – prune branches to develop structure and improve plant health. Select central leader and prune out codominant branches using reduction cuts within a size range appropriate from the species and size plant. Prune out dead, damaged, diseased, crossing and/or crowded branches using proper pruning cuts. This type of pruning shall be done between November and March.

3. Evergreen or deciduous hedges or evergreen shrubs (yews and arborvitae):

Shearing or pick-pruning – once hedges or evergreen shrubs reach the desired height and width, prune back every time it grows 6 to 8 inches.

4. All shrubs and trees shall be pruned to maintain specified clearance near trails/sidewalks, buildings, light poles, signs and over mowed/maintain grass unless inappropriate for the size, species and location of the plant.

a. Trails/sidewalks – 10 feet of vertical clearance for trees at least 5 inches in diameter. 2-3 feet of horizontal clearance for small trees and shrubs.

b. Buildings and light poles – 3-4 feet of clearance for trees, 1-2 feet of clearance for shrubs.

c. Signs – 2-3 feet of clearance

d. Mowed/maintained grass - 8 feet of vertical clearance for trees at least 5 inches in diameter.

Section 4 – Maintenance of Mulch Beds

4.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

4.2 A pre-emergent weed control shall be applied in early Spring to all maintained mulch bed areas. The application shall consist of both a grass type and broadleaf type pre-emergent herbicide. Select pre-emergent least likely to damage the managed perennials, shrubs and trees on site. Avoid herbicide applications directly on or near managed perennials, shrubs and trees, especially newly planted and establishing vegetation. Owner can provide species lists for each site upon Contractor request. Contractor shall follow application with either manual weed removal or chemical weed control for any undesired vegetation.

4.3 All mulch beds and tree mulch rings shall be maintained weed, grass and debris free. Mulch beds shall be maintained at a 4-6” depth, with mulching material provided by the City. Mulch shall be kept 3-4” away from the base on tree trees so the root flare is exposed. Mulch beds shall be cultivated or “turned over” to scarify top “crust” when other maintenance is done on site.

Section 5 – Fall Cleanup

5.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

5.2 Scheduling

To be completed between October 1 and November 1, weather permitting. All sites to be completed prior to first significant snowfall (sustained snow cover).

5.3 Quality Indicators

All landscape beds and turf areas to be swept/blown/vacuumed clear of all leaves, litter, clippings and debris. Removal and proper disposal of clippings and waste is included.

Dakota County Boulevard Mowing

RFP Results

12/13/2025

Contractor	Dakota County Boulevard Mowing
VonBank Lawn Care Inc.	$55,650.00
Lakeville Lawn Care and Snow Removal	$225,000.00
Paradise Property Services	No Response

BID FORM
2026
LAKEVILLE AND DAKOTA COUNTY BOULEVARD MOWING
FOR THE
City of Lakeville, Minnesota
20195 Holyoke Avenue, Lakeville MN 55044

Company Name: VonBank Lawn Care, inc

City, State: Rosemount, MN

Name: (please print) John VonBank Jr.

Authorized Signature: John Von Bank Jr.

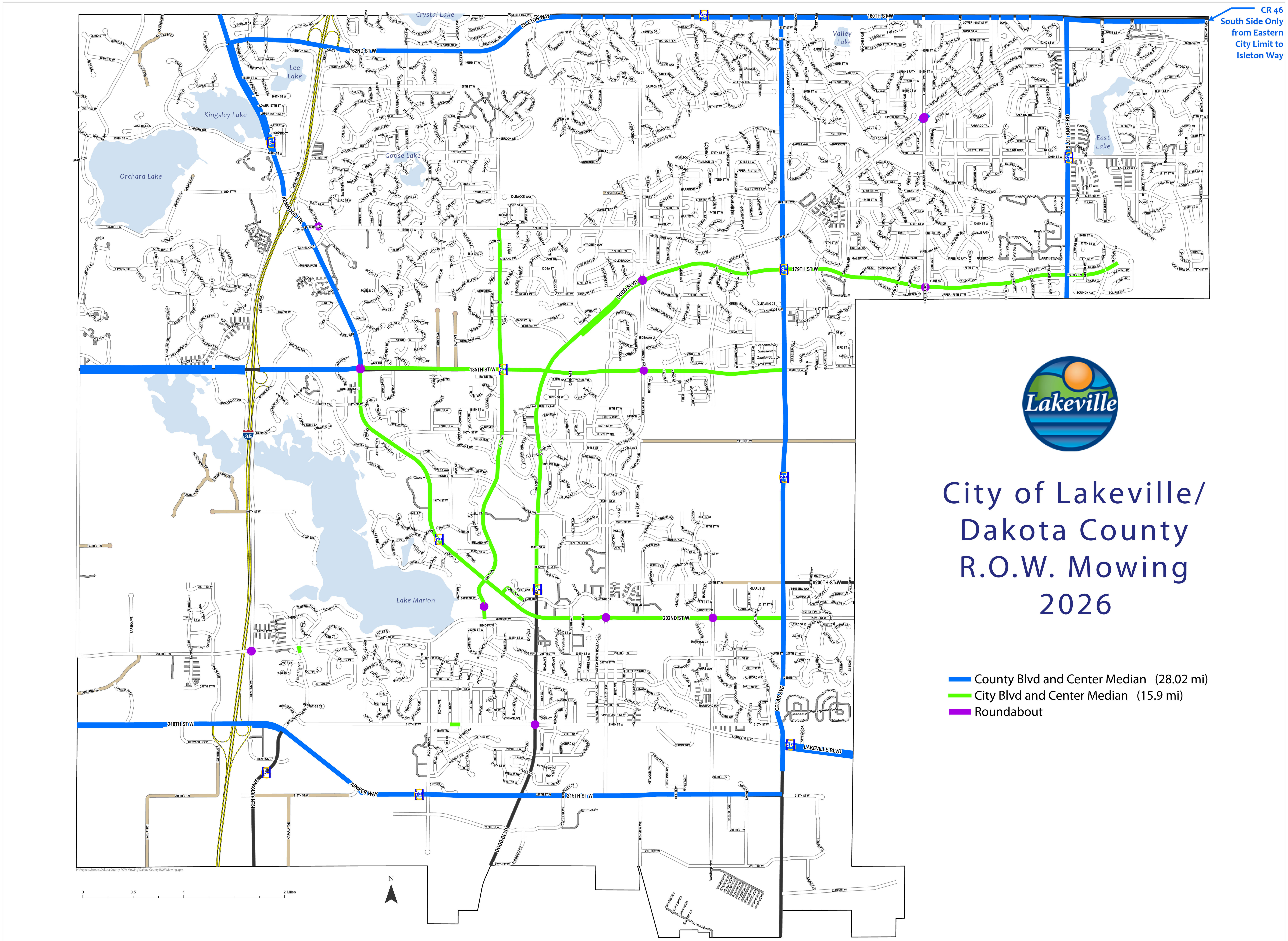
Date: 2-12-26

Phone #: (work / cell) 651-775-0814

LOCATION **COST**

1. **Lakeville & Dakota Blvd Mowing** $55,650

2. **Hourly rate for mowing of residential properties in violation of City ordinance as requested by staff.** $ 100 /hr.


CR 46
South Side Only
from Eastern
City Limit to
Isleton Way
160TH ST W
ISLETON WAY
162ND ST W
Crystal Lake
Valley Lake
Lee Lake
Kingsley Lake
Orchard Lake
Goose Lake
East Lake
Lake Marion
KENWOOD TRL
PILOT KNOB RD
179TH ST W
DODD BLVD
185TH ST W
200TH ST W
202ND ST W
210TH ST W
JUNIPER WAY
215TH ST W
KENRICK AVE
CEDAR AVE
LAKEVILLE BLVD
Lakeville
City of Lakeville/
Dakota County
R.O.W. Mowing
2026
County Blvd and Center Median (28.02 mi)
City Blvd and Center Median (15.9 mi)
Roundabout
0
0.5
1
2 Miles
N

Date: 3/2/2026

Professional Service Agreement for Heritage Center Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional service agreement with Wold Architects and Engineers for the design, bidding and construction administration of the Heritage Center Improvement Project.

Overview

The Lakeville Heritage Center continues to serve as an important community facility that supports senior programming, community activities, and flexible gathering spaces. As the building ages and community needs evolve, staff has identified several components that require updates, including ADA accessibility improvements, modernization of program spaces, and enhancements to the fitness room.

To advance this project, staff recommends entering into a professional services agreement with Wold Architects and Engineers. Wold previously completed the architectural work on the original remodel that converted the former police station into the Heritage Center. Their familiarity with the building's structure, mechanical systems, and past modifications provides a strong foundation for efficient and accurate design development.

The proposed agreement includes design, project development, bidding services and construction administration related services.

Supporting Information

1. AGREEMENT

Financial Impact: $42,500 **Budgeted:** Yes **Source:** Building Fund CIP
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Tom Breeggemann, Facility Supervisor

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 2nd day of March, 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation, with a business office address at 20195 Holyoke Avenue, Lakeville, Minnesota 55044 ("City") and **WOLD ARCHITECTS INC.,** a Minnesota corporation, with a business address at 50 S 6th St STE 2250, Minneapolis, MN 55402-1239 ("Consultant").

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

1. SCOPE OF SERVICES. The City retains Consultant to furnish the services set forth in the Contract Documents by providing for the comprehensive design and scope, Procurement, and construction phase services, for the Heritage Center Improvements project. The Consultant agrees to perform the services diligently and completely and in accordance with professional standards of conduct and performance.

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

A. This Professional Services Agreement.

B. Consultant's proposal dated February 13th, 2026 ("Proposal").

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

3. DEADLINE. Consultant agrees to complete the services under this Agreement by December 31st , 2026.

4. COMPENSATION. Consultant shall be paid by the City for the services described in Contract Documents, not to exceed a total of Forty-Two Thousand Five-Hundred and no/100ths ($42,500.00) Dollars, inclusive of reimbursables, expenses, taxes and other charges. The not to exceed fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded; provided, however, that in the event unforeseen conditions or circumstances beyond the reasonable control of Consultant require or result in an extension of the project schedule or expansion of the scope of work contemplated at the time of execution of this Agreement, the project schedule and Consultant's compensation shall be equitably adjusted. Consultant may submit invoices to the City for progress payments, on a monthly basis for work performed, and the City shall pay such invoices in the time period specified in this Agreement. The City shall make payment to Consultant within thirty-five (35) days of receipt of an invoice.

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

6. **DOCUMENTS.** All reports, plans, models, software, diagrams, analyses, and information generated by Consultant or its subconsultants in connection with the performance of this Agreement shall be "Instruments of Service" and the property of the City. The City may use the information for its purposes. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. Notwithstanding the foregoing, the Consultant and its sub-consultant(s) do not convey to the City their unique or proprietary design techniques or concepts as may be employed in the Instruments of Service. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing activities. Any use or modification of the Instruments of Service by or at the direction of the City or others acting through the City without the direct involvement and approval of Wold Architects Inc., shall be at the sole and exclusive risk of the City and without legal liability to Wold Architects Inc. In the event the City uses the Instruments of Service without the direct involvement and approval of Wold Architects Inc., the City releases Wold Architects Inc., and its subconsultants from all claims and causes of action arising from such uses. Subject to the limits of liability provided under Minn. Stat. ch. 466, the City further agrees to indemnify and hold harmless Wold Architects Inc., and its subconsultants from all costs and expenses, including reasonable attorneys' fees and other costs of defense, related to claims and causes of action asserted by any third person or entity to the extent arising from or relating to the City's use of the Instruments of Service without the direct involvement and approval Wold Architects Inc.

7. **STANDARD OF CARE.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

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

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein to the comparative extent they are caused by Consultant's negligent acts or omissions or those negligent acts or omissions of persons for whom Consultant is legally responsible.

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

11. **INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	$1,000,000 each occurrence/aggregate
Automobile Liability	$1,000,000 combined single limit
Excess/Umbrella Liability	$1,000,000 each occurrence/aggregate*

The required minimum of umbrella coverage shall be $2,000,000, or the policy limits, whichever is greater. The City shall be named as an additional insured on the general liability and umbrella policies on a primary and noncontributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000) aggregate with a deductible maximum of One Hundred Thousand Dollars ($100,000.00).

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

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

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

14. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

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

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

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

18. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or Consultant desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

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

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

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

22. TERMINATION. This Agreement may be terminated by either party (i) immediately upon a breach of this Agreement by written notice to the other party or (ii) for any reason by giving the other party thirty (30) days advance written notice, and mailed or delivered to the address listed in the first paragraph of this Agreement. In the event of termination, the City shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

[remainder of page intentionally left blank]
[signature pages to follow]

CITY OF LAKEVILLE

BY: ________________________________
Luke Hellier, Mayor

AND ________________________________
Taylor Snider, Assistant to the City Administrator

CONSULTANT:
WOLD ARCHITECTS INC.

BY: ________________________________

Joel L. Dunning [print name]

Its Vice President [title]

February 13, 2026

Tom Breeggemann, Facilities Supervisor
City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Re: City of Lakeville
Heritage Center Improvements
Commission No. 9999

Dear Tom:

We have appreciated the opportunity to continue our partnership with the City of Lakeville in collaborating over the last six months on the development of potential improvements to the Heritage Center, located at 20110 Holyoke Avenue in Lakeville, Minnesota. Based upon our recent discussion on February 3, 2026, we understand the desire to limit the scope of work initially undertaken to closely align with Community Development Block Grant funding that the City of Lakeville has available. We are pleased to offer a proposal for full design, procurement and construction phase services for the required architectural and engineering consulting needed to implement the project.

Based on our understanding of the priorities of the City and the available funding, the scope of work should include:

- Remodeling of the computer lab, library, fitness and art lab at the south end of the building into one expanded fitness area.
- Remodeling of the existing toilets, showers and storage rooms across the hall from the aforementioned fitness room into a male and female ADA compliant restrooms, two changing rooms and a storage room.
- Remodeling of the existing locker rooms, pantry and storage room into a single, new multipurpose / game room.
- Remodeling of the existing music area into an enclosed room with windows into the skylit atrium and an access door from the west hallway.

We typically propose a fixed fee and an estimate of reimbursable expenses based on the anticipated construction cost to create a not to exceed cost on every project. Wold proposes to invoice the fixed fee on a monthly basis proportionally to the completion status of the overall effort. To provide the described services noted above, we propose a fixed fee of $41,250 based upon our fixed fee rate of 7.5% for remodeling and maintenance based projects applied to the estimated construction cost of $550,000 for the scope described above. A maximum of $1,250 in reimbursable expenses is anticipated to create a not to exceed amount of $42,500.

Wold Architects and Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402
woldae.com | 612 772 9025

PLANNERS
ARCHITECTS
ENGINEERS

Thank you for this opportunity and please call me if you have questions regarding this proposal.

Sincerely,

Wold Architects and Engineers

Joel L. Dunning | AIA, LEED AP
Government Practice Leader

cc: Andy Dahlquist, Wold
Accounting

LJ/Admin/MN/Promo/CI_Lakeville/crsp/2026.02.13 Letter to Tom Breeggemann

Date: 3/2/2026

Kyla Crossing Second Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Kyla Crossing Second Addition final plat.

Overview

Topaz, LLC has submitted a final plat application for 18 single family lots and three outlots on 7.64 acres of land located at the northwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue. The Kyla Crossing Second Addition preliminary plat of 18 single family lots was approved by the City Council on December 1, 2025; the final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

Supporting Information

1. Final plat resolution
2. Signed Development Contract
3. February 13, 2026 Planning & Engineering Reports

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-______

RESOLUTION APPROVING THE FINAL PLAT OF KYLA CROSSING SECOND ADDITION

WHEREAS, the owner of the property described as **KYLA CROSSING SECOND ADDITION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and the Parks, Recreation and Natural Resources Committee and approved by the City Council; and

WHEREAS, the final plat is consistent with the preliminary plat; and

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **KYLA CROSSING SECOND ADDITION** final plat is approved subject to the development contract and security requirements.

2. The Mayor and City Clerk are hereby authorized to execute the development contract, final play mylars, and all other documents required pursuant to the development contract.

3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

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

CITY OF LAKEVILLE

____
Luke M. Hellier, Mayor

ATTEST:

____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

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 **2nd** day of **March 2026** as shown by the minutes of said meeting in my possession.

____
Taylor Snider
Deputy City Clerk

(SEAL)

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

KYLA CROSSING SECOND ADDITION

CONTRACT dated ____________________, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **TOPAZ, LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***KYLA CROSSING SECOND ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

Outlot A, Warweg Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(*Torrens Property Cert. of Title No. 193246*)

(To be platted as Kyla Crossing Second Addition, Dakota County, Minnesota.)

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park dedication charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current metropolitan urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

8. IMPROVEMENTS. The Developer shall install and pay for the following:

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

9. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

10. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

A. Dakota County for County Road Access and Work in County Rights-of-Way
B. MnDot for State Highway Access
C. MnDot for Work in Right-of-Way
D. Minnesota Department of Health for Watermains
E. MPCA NPDES Permit for Construction Activity
F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
G. DNR for Dewatering
H. City of Lakeville for Building Permits
I. MCES for Sanitary Sewer Connections
J. City of Lakeville for Retaining Walls

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the 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.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

$163,680.00	x 2% Grading Costs	= $3,273.60
Grading Cost Kyla Crossing Second Addition	2026 Rate	MS4 Administration Fee Kyla Crossing Second Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except two (2) model home permits on lots acceptable to the Building Official), the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations and house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

Before a building permit is issued, a cash escrow of $1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and as-built survey is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

Kyla Crossing Second Addition contains more than one acre of site disturbance. 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.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the public improvements lying within public easements shall become City property without further notice or action.

18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation and as-built record drawing preparation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. Development of Kyla Crossing Second Addition includes the construction of two, and the expansion of one, publicly owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The northern two basins outlet to the existing basin north of the platted area. The southern basin will expand the existing basin that collects runoff from Kenwood Trail.

The stormwater management basins will be located within Outlots A and B, which the Developer shall convey to the City with the final plat. The stormwater basin design is consistent with City ordinance requirements.

The Developer shall install public storm sewer systems within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins located within Outlots A and B.

Draintile construction is required in areas of non-granular soils within Kyla Crossing Second Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

Storm Sewer Charge Summary		
Gross Area of Kyla Crossing Second Addition		332,767.00 s.f.
Less Area of Outlot A (Deeded to City)	(-)	55,231.00 s.f.
Less Area of Outlot B (Deeded to City)	(-)	6,349.00 s.f.
Less Area of Outlot C (Deeded to City)	(-)	3,032.00 s.f.
Less Area of Kenwood Avenue Right-of-Way	(-)	7,124.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	261,031.00 s.f.

261,031.00 s.f.	x $0.178/s.f.	= $46,463.52
Net Area Kyla Crossing Second Addition	2026 Unit Rate (Single-Family)	Storm Sewer Charge Kyla Crossing Second Addition

20. SANITARY SEWER. Kyla Crossing Second Addition is located within subdistricts ML-70000 and ML-70215 of the Lake Marion sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

The Developer shall construct and extend public sanitary sewer within the subdivision. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the Empire Wastewater Treatment Facility monitored by meter M649.

The Lateral Sanitary Sewer Charge has not been collected on the parent parcels and shall be paid by the Developer with the final plat, calculated as follows:

229.81 f.f.	x $41.50/f.f.	= $9,537.12
Front Footage Along Kenwood Trail	2026 Unit Rate	Lateral Sanitary Sewer Charge Kyla Crossing Second Addition

21. WATERMAIN. The Developer shall extend 8-inch watermain within the development to provide water service to the subdivision.

The Lateral Watermain Charge has not been collected on the parent parcels and shall be paid by the Developer with the final plat, calculated as follows:

(529.56 f.f. + 229.81 f.f.)	x $48.00/f.f.	= $36,449.76
Front Footage Along Ipava Avenue and Kenwood Trail	2026 Unit Rate	Lateral Watermain Charge Kyla Crossing Second Addition

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue. Access to the existing adjacent local roadways shall not be permitted for the construction.

23. IPAVA AVENUE IMPROVEMENTS. The Developer shall install one full access intersection to Ipava Avenue with the development improvements.

24. PARKS, TRAILS, AND SIDEWALKS. The City's Parks, Trails and Open Space Plan does not designate a park within Kyla Crossing Second Addition. The Park Dedication requirement has not been collected on the parent parcel and shall be satisfied through a cash contribution by the Developer with the final plat.

The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all local streets.

The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid by the Developer with the final plat, calculated as follows:

18 units	x $6,007.00	= $108,126.00
Total Units (Low-Density) Kyla Crossing Second Addition	2026 Unit Rate (Low-Density)	Park Dedication Fee Kyla Crossing Second Addition

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of $1,425.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional $150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional $300.00 for each mobilization.

The Developer shall pay a cash fee for one-year of streetlight operating expenses with the final plat, calculated as follows:

18 units	x $42.52/unit	= $765.36
Total Units Kyla Crossing Second Addition	2026 Rate	Streetlight Operating Fee Kyla Crossing Second Addition

26. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources management expenses with the final plat, calculated as follows:

18 units	x $64.00/unit	= $1,152.00
Total Units (Single Family) Kyla Crossing Second Addition	2025 Rate	Environmental Resources Fee Kyla Crossing Second Addition

27. LANDSCAPING. Unless the lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before a building permit is issued, a cash escrow of $1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

28. BUFFER YARD BERM/LANDSCAPE SCREEN. The Developer shall install a buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to Ipava Avenue consistent with the Zoning Ordinance.

The Developer shall provide a $1,000.00 cash escrow with the building permit applications for Lot 9, Block 1 and Lot 9, Block 2 abutting Ipava Avenue to guarantee installation of the buffer side yard sod to the existing trail. This escrow will be in addition to the two trees/lot and front yard sod escrow required at the time of building permit.

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $23,502.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

29. TREE PRESERVATION. The Tree Preservation Plan for Kyla Crossing Second Addition identifies a total of 828 diameter inches of significant trees on the site. Of these, 152 inches of significant trees are proposed to be removed. This is a proposed removal rate of 18.4%, below the 40% removal threshold for the site. The replacement tree calculation is not required for this project.

Plans show six individual lots with at least one tree to be saved, and one outlot with at least one tree to be saved.

The Developer shall install tree protection measures prior to, and maintained throughout, construction, as defined in the tree preservation ordinance. The removal of trees marked to be saved will require replacement planting as defined in the tree preservation ordinance.

30. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the February 13, 2026, Planning Report, and February 13, 2026, Engineering Report.

B. Before the City signs the final plat, the Developer shall convey Outlots A, B, and C to the City by warranty deed, free and clear of any and all encumbrances.

C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a $2,100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: twenty one (21) lots/outlots at $100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

D. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is $90.00 per lot/outlot for a total charge of $1,890.00.

E. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is $2,400.00 and consists of two (2) post-top streetlights at $1,200.00 each.

F. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

31. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for $895,518.99. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	$114,992.50
B. Watermain	106,558.00
C. Storm Sewer/Draintile	160,852.50
D. Streets	231,959.15
E. Grading, Drainage, Erosion Control and Restoration	163,680.00
CONSTRUCTION SUB-TOTAL	**$778,042.15**

OTHER COSTS:

A. Developer's Design (3.0%)	$23,341.26
B. Developer's Construction Survey (2.5%)	19,451.05
C. City Legal Expenses (Est. 0.5%)	3,890.21
D. City Construction Observation (Est. 5.0%)	38,902.11
E. City Record Drawings (0.5%)	3,890.21
F. Landscaping	23,502.00
G. Streetlights	2,400.00
H. Lot Corners/Iron Monuments	2,100.00
OTHER COSTS SUB-TOTAL	**$117,476.84**
TOTAL SECURITIES:	**$895,518.99**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

32. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the City Council signing the final plat:

A. Park Dedication	$108,126.00
B. Lateral sanitary Sewer Charge	9,537.12
C. Lateral Watermain Charge	36,449.76
D. Storm Sewer Charge	46,463.52
E. MS4 Administration Fee	3,273.60
F. Traffic Control Signs	1,425.00
G. Street Light Operating Fee	765.36
H. Environmental Resources Expenses	1,152.00
I. Property Data and Asset/Infrastructure Management Fee	1,890.00
J. City Engineering Administration (3% for letters of credit)	23,341.26
SUB-TOTAL TO CASH REQUIREMENTS	**$232,423.62**
CREDITS TO THE CASH REQUIREMENTS	
Temporary Turnaround Escrow Credit (Escrow No. 8351)	$5,000.00
TOTAL CASH REQUIREMENTS	**$227,423.62**

33. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

34. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

35. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

36. MISCELLANEOUS.

A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two (2) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City’s zoning ordinance is required prior to the construction of any model homes.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general 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 Developer and its general 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 Developer and its general 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 Developer's and general 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 and (iii) shall identify the name of the plat. <u>A copy of the endorsement must be submitted with the certificate of insurance.</u>

Developer's and general 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 Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this

Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.

M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

37. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Topaz, LLC (c/o Ryan Real Estate and One TenTen Homes, 3000 County Road 42 West, Suite 302 Burnsville, MN 55337. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

[*Remainder of page is intentionally left blank.*
Signature pages follow.]

CITY OF LAKEVILLE

BY: ______________________________________
Luke M. Hellier, Mayor

(SEAL)

AND ______________________________________
Ann Orlofsky, 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 by Ann Orlofsky, the Mayor and 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

DEVELOPER:
TOPAZ, LLC

BY: ______________________
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 25th day of February, 2026, by William E. Ryan the Chief Manager of Topaz, LLC, a Minnesota limited liability company, on behalf of said entity.

____
NOTARY PUBLIC

PAULA JEAN VOLLERTSEN
Notary Public
State of Minnesota
My Commission Expires
01/31/2030

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

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director

From: Kris Jenson, Planning Manager

Date: February 13, 2026

Subject: Kyla Crossing Second Addition Final Plat

Application Action Deadline: March 21 2026

INTRODUCTION

Topaz, LLC has submitted an application and plans for the final plat of Kyla Crossing Second Addition, which includes 18 single family lots located north of Kenwood Trail (CSAH 50) and west of Ipava Avenue. The preliminary plat, rezoning, and comprehensive plan amendment was approved by the City Council on December 1, 2025. The lot, block and street design of the Kyla Crossing Second Addition final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

A. Location Map
B. Zoning Map
C. Approved Preliminary Plat
D. Final Plat

PLANNING ANALYSIS

Zoning. In conjunction with the approval of the preliminary plat, a rezoning from RM-2, Medium Density Residential District to RST-2, Single and Two Family Residential district was approved, contingent upon the approval of the final plat.

Existing Conditions. The Kyla Crossing Second Addition final plat area consists of one parcel that has been used for agricultural purposes.

Lot Area. Single family lots within the RST-2 District are required to provide a minimum lot area of 7,500 square feet for interior lots and 9,520 square feet for corner lots. The area of the lots range from 8,450 square feet to 16,844 square feet and meet the minimum square footage required.

Lot Width. The minimum lot width for single-family lots within the RST-2 District is 55 feet for interior lots and 70 feet for corner lots. Those lots with a side yard adjacent to Ipava Avenue must have a minimum width of 95 feet. The narrowest lot is 65 feet wide, with both lots adjacent to Ipava Avenue being 100 feet or wider, all in compliance with the minimum lot width requirement.

Setbacks. Setback requirements for single family lots in the RST-2 District are outlined below:

Front	Side (Interior)	Side (Buffer)	Rear
20 feet (house) 25 feet (garage)	7 feet	30 feet	30 feet

The proposed building pads meet the minimum setback requirements for interior, corner and buffer yard lots.

Development Density. The Kyla Crossing final plat consists of 18 single family lots on 7.63 acres. This results in a gross density of 2.36 units per acre. The net density, excluding road right-of-way and outlots is 3.00 units per acre.

Phasing. Kyla Crossing Second Addition will be developed in one phase.

Outlots. There are three outlots proposed with the Kyla Crossing Second Addition final plat.

- Outlot A is 1.27 acres in area and will be deeded to the City for stormwater management purposes.
- Outlot B is 0.15 acres in area and will be deeded to the City for stormwater management purposes.
- Outlot C is 0.07 acres in area and will be deeded to the City for stormwater management purposes.

Access. Kyla Crossing Second Addition will have access from Iris Way at Ipava Avenue.

Streets & Right-of-Way. Kyla Crossing Second Addition is adjacent to and will include the construction of one local residential street.

Kenwood Trail (CSAH 50) is an A Minor Arterial in the Dakota County Transportation Plan and is constructed as a four-lane divided roadway. Thirty-one (31) feet of right-of-way is being dedicated. The Dakota County Plat Commission approved the preliminary and final plat at their October 8, 2025 meeting.

Iris Way will be a 32-foot-wide street within 60 feet of right-of-way extended from its current terminus in the Kyla Crossing development. A five-foot-wide concrete sidewalk will be constructed on the east side of the street. The existing temporary cul-de-sac on Iris Way will be removed and the area restored as part of the street extension.

Trails. Trails are currently constructed along Kenwood Trail (CSAH 50) and Ipava Avenue, adjacent to the plat. No additional trails are planned to be constructed with this development.

Buffer Yard/Landscaping. There are two lots within Kyla Crossing Second Addition that are adjacent to Ipava Avenue, a major collector roadway, which require buffer yard plantings. The final landscape plan, dated November 18, 2025 includes the installation of 20 trees within the two lots that abut Ipava Avenue. The plan also includes trees at the rear of the lots in Block 2 to provide buffering from Kenwood Trail (CSAH 50), despite these lots not being directly adjacent to Kenwood Trail right of way due to an outlot between the lots and Kenwood Trail, meaning the lots are not subject to buffer yard requirements. A $23,502 security is required to guarantee installation of the buffer yard landscaping. The landscape buffer is consistent with the landscape plan approved with the Kyla Crossing Second Addition preliminary plat. In addition, a $1,000 per lot escrow is required with each building permit for the two lots abutting Ipava Avenue for the installation of sod in the side yard to the trail.

Park Dedication. The City's Comprehensive Park Plan does not identify any park land needs in the area of the subject site. Therefore, park dedication requirements are to be satisfied as a cash contribution. A park dedication fee of $108,126.00 will be required to be paid prior to recording of the final plat.

Tree Preservation. The Kyla Crossing Second Addition tree inventory identified 828 diameter inches of significant trees on the site. The plan proposes the removal of 152 inches of significant trees (18.4%), which is below the 40% removal threshold and therefore tree replacement is not required.

Wetlands. There are no wetlands on the site.

Grading, Drainage and Erosion Control. Grading, drainage, erosion control, and utility details are outlined in the February 13, 2026 engineering report prepared by Grace Ellis, Graduate Engineer and McKenzie L. Cafferty, Environmental Resources Manager.

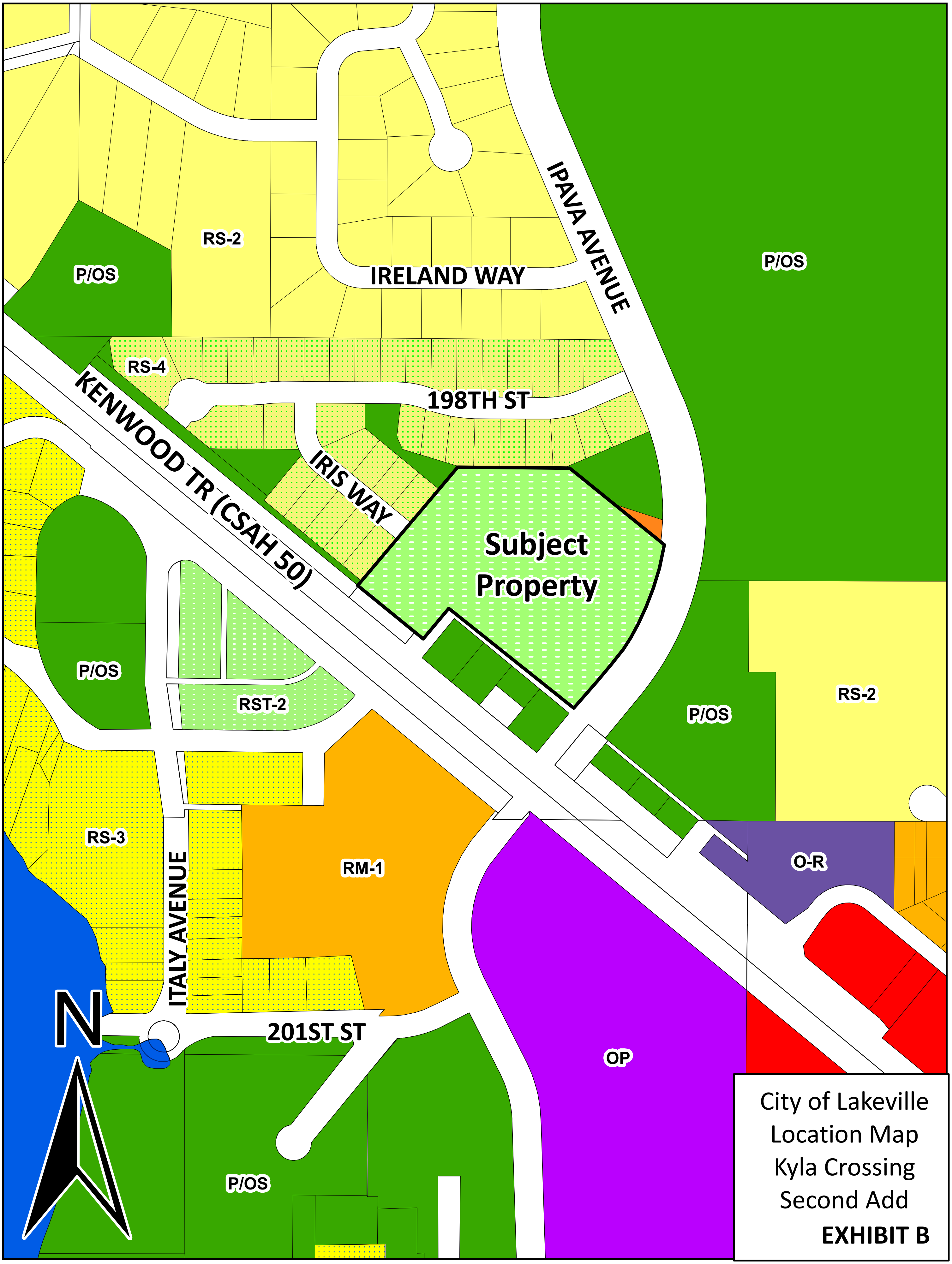
Subdivision Identification Sign. At this time the developer has not proposed a subdivision identification sign within this final plat.

RECOMMENDATION

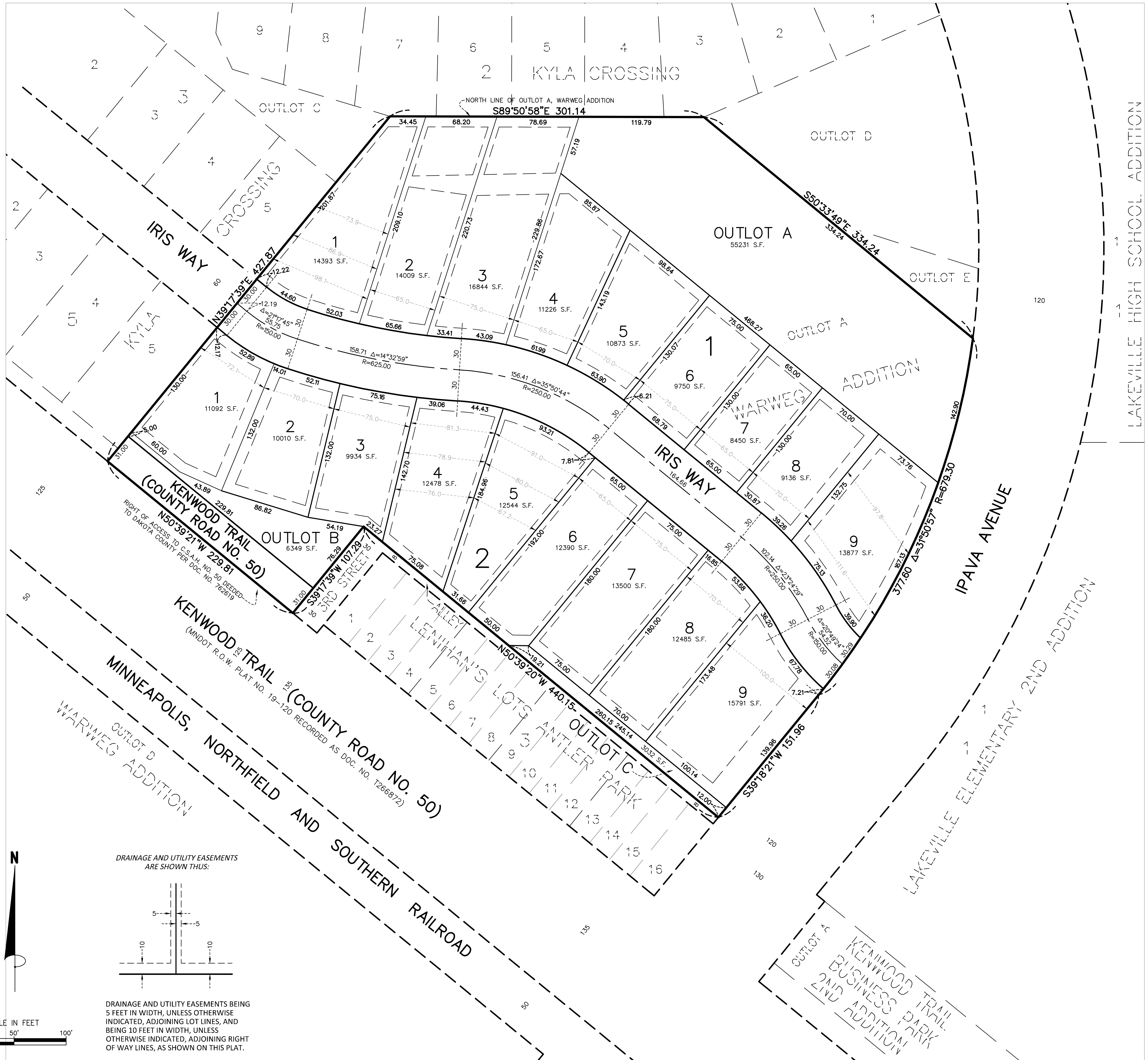
The Kyla Crossing Second Addition final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the Kyla Crossing Second Addition final plat, subject to the following conditions:

1. The recommendations listed in the February 13, 2026 engineering report.
2. Outlots A, B, and C shall be deeded to the City with the Kyla Crossing Second Addition final plat.
3. A five-foot-wide concrete sidewalk shall be constructed at the developer's expense as shown on the approved final plat plans.
4. Park dedication shall be satisfied through a cash contribution of $73,566.00 at the time of final plat.
5. Landscaping shall be installed consistent with the approved landscape plan. A security in the amount of $23,502 shall be submitted with the final plat to guarantee installation of the approved landscaping. An as-built landscape plan must be submitted prior to any landscape inspection of the site.
6. A $1,000 cash escrow must be submitted with the building permit applications for Lot 9, Block 1 and Lot 9, Block 2 to guarantee installation of the buffer side yard sod. This escrow will be in addition to the two trees/lot and front yard sod escrow required at the time of building permit.
7. If a subdivision monument sign is proposed it must be maintenance free and located outside of drainage and utility easements. A sign permit is required to be issued by the City prior to installation of any subdivision monument sign.


IPAVA AVENUE
IRELAND WAY
198TH ST
KENWOOD TR (CSAH 50)
IRIS WAY
Site Location
ITALY AVENUE
201ST ST
N
City of Lakeville
Location Map
Kyla Crossing
Second Add
EXHIBIT A



City of Lakeville
Location Map
Kyla Crossing
Second Add
EXHIBIT B



PROPERTY DESCRIPTION

Outlot A, WARWEG ADDITION, Dakota County, Minnesota.

SITE DATA

LOTS	18 LOTS
TOTAL SITE AREA	7.639 AC.
LOT AREA	5.023 AC.
OUTLOT AREA	1.483 AC.
RIGHT OF WAY AREA	1.133 AC.
(SUBDIVSION)	(0.970 AC.)
(KENWOOD TRAIL)	(0.163 AC.)
GROSS DENSITY	2.4 LOTS/AC

NET DENSITY:

GROSS AREA	7.639 AC.
LESS OUTLOTS	−1.483 AC.
LESS KENWOOD TRAIL	−0.163 AC.
NET AREA	5.993 AC.
NET DENSITY	3.0 LOTS/AC

EXISTING ZONING IS RM–2 (MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING IS RST–2 (SINGLE–FAMILY RESIDENTIAL)

MINIMUM STANDARDS PER CITY ZONING CODE

MIN. LOT WIDTH – INTERIOR	55 FT.
MIN. LOT WIDTH – CORNER	70 FT.
MIN. LOT WIDTH – CORNER (IPAVA AVE.)	90 FT.
MIN. LOT AREA – INTERIOR	7,500 S.F.
MIN. LOT AREA – CORNER	9,520 S.F.

SETBACKS (MINIMUMS)

FRONT YARD (HOUSE)	20'
FRONT YARD (GARAGE)	25'
SIDE YARD (HOUSE & GARAGE)	7'
CORNER LOT SIDE STREET	20'
CORNER LOT ABUTTING IPAVA AVE.	30'
REAR YARD	30'
REAR YARD ABUTTING KENWOOD TRAIL	50'
REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20'

MAXIMUM BUILDING COVERAGE 40%

EXHIBIT C

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: 952.890.6044 mhampton@jrhinc.com
www.jrhinc.com

KYLA CROSSING SECOND ADDITION
LAKEVILLE, MINNESOTA
PRELIMINARY PLAT
FOR
TOPAZ, LLC
3000 COUNTY ROAD 42 WEST, SUITE 302, BURNSVILLE, MN 55337

DRAWN BY
PLM
DATE
8/8/2025
REVISIONS
A. 10/17/25: CITY COMMENTS

CAD FILE
23916pp.dwg
PROJECT NO.
23916-00
SHEET 1 OF 1

F:\ Civil 3D Projects\23916\PRE-PLAT PLANS\23916pp.dwg — 10/20/2025 04:43PM

KYLA CROSSING SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Topaz, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, WARWEG ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as KYLA CROSSING SECOND ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as created on this plat.

In witness whereof said Topaz, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this __________ day of ______________, 20____.

Topaz, LLC

By: ______________________________ its __________________________

STATE OF ________________

COUNTY OF ______________

This instrument was acknowledged before me on______ day of __________________, 20_______, by ______________________________ , the ________________________________ of Topaz, LLC, a Minnesota limited liability company, on behalf of the company.

______________________________ ______________________________

Signature Printed Name

______________ County, ____________

My commission expires ______________

I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_______ day of __________________, 20_______

____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA

COUNTY OF __________________

This instrument was acknowledged before me on this _______ day of ________________________, 20_____, by Marcus F. Hampton.

______________________________ ______________________________

______________ County, ____________ Printed Name

My commission expires January 31,_______

CITY COUNCIL, CITY OF LAKEVILLE, MINNESOTA

This plat of KYLA CROSSING SECOND ADDITION was approved and accepted by the City Council of the City of Lakville, Minnesota at a regular meeting thereof held this __________ day of ______________________, 20_________, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: ______________________________ ______________________________

Mayor Clerk

DAKOTA COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ________ day of ________________________, 20________.

By: ______________________________________

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 4th day of November, 2025, the Board of Commissioners of Dakota County, Minnesota, approved this plat of KYLA CROSSING SECOND ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: ______________________________ Attest: ______________________________

Chair, Dakota County Board Dakota County Treasurer - Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20_________ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ______ day of ________________________, 20_______.

By: ______________________________________

Amy A. Koethe, Director,
Department Of Property Taxation and Records

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of KYLA CROSSING SECOND ADDITION was filed in the office of the Registrar of Titles for public record on this ___________ day of ___________________, 20________ , at ________ o'clock ____. M. and was duly filed in Book ____________________________of Plats, Page __________________________, as Document Number ____________________.

____

Amy A. Koethe, Registrar of Titles

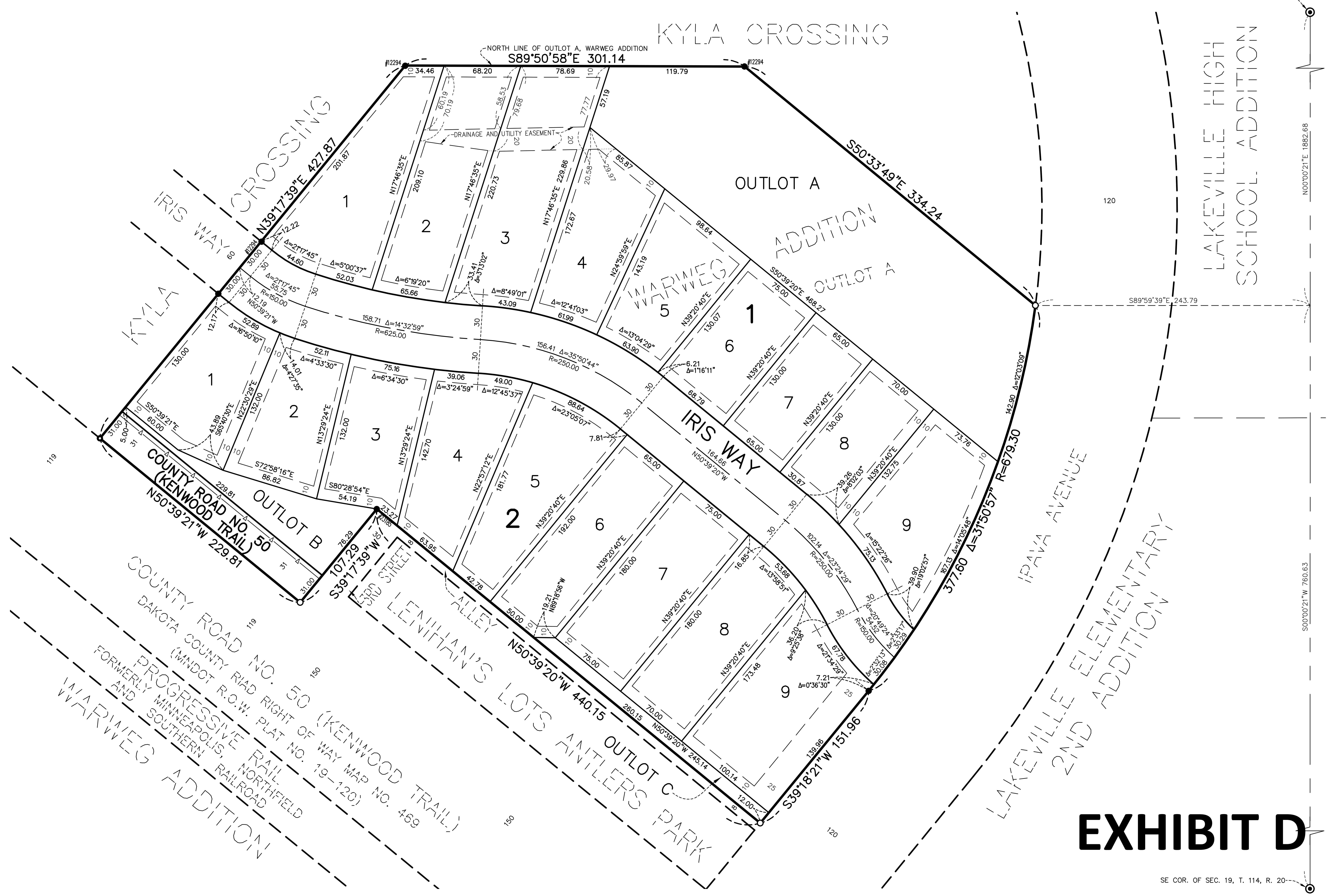
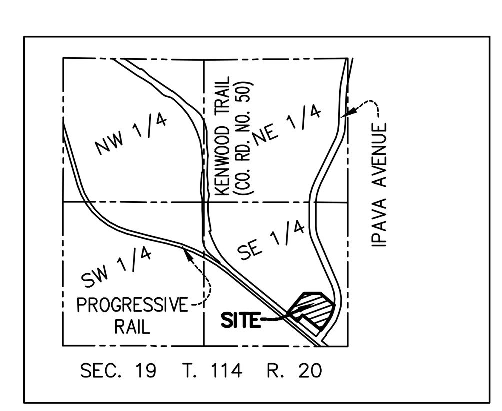


EXHIBIT D

VICINITY MAP



N

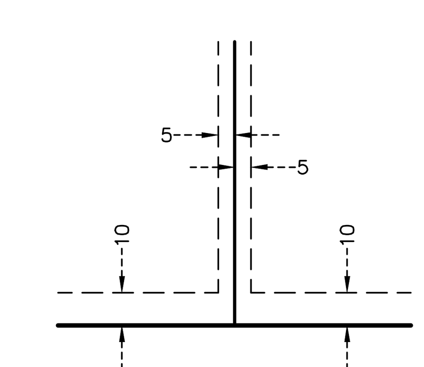
NOT TO SCALE

BEARINGS ARE BASED ON THE NORTH LINE OF THE OUTLOT A, WARWEG ADDITION WHICH IS ASSUMED TO HAVE A BEARING OF S 89°50'58" E

- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481
- DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES FOUND DAKOTA COUNTY RIGHT OF WAY DISC MONUMENT
- DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER DOCUMENT NO. T762619

NOTE: NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON PIPES MARKED BY L.S. NO. 47481.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THIS PLAT.

SCALE IN FEET

0 50 100

HILL INCORPORATED

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Grace Ellis, Graduate Engineer

McKenzie L. Cafferty, Environmental Resources Manager

Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director

Dave Mathews, Building Official

Date: February 13, 2026

Subject: Kyla Crossing Second Addition

- Final Plat Review
- Grading and Erosion Control Plan Review
- Utility Plan Review
- Tree Preservation Review

BACKGROUND

Topaz, LLC has submitted a final plat named Kyla Crossing Second Addition. The proposed subdivision is located north of and adjacent to Kenwood Trail (CSAH 50) and west of and adjacent to Ipava Avenue. The parent parcel consists of Outlot A, Warweg Addition and is zoned RST-2 (Single and Two-Family Residential).

The final plat consists of eighteen (18) single-family lots within two (2) blocks, and three (3) outlots on 7.64 acres.

The outlots created with the final plat shall have the following use:

Outlot A: Stormwater management basin; to be deeded to the City (1.27 acres)
Outlot B: Stormwater management basin; to be deeded to the City (0.15 acres)
Outlot C: Stormwater management basin; to be deeded to the City (0.07 acres)

The proposed development will be completed by:

Developer:	Topaz, LLC
Engineer/Surveyor:	Hill Incorporated

SITE CONDITIONS

The Kyla Crossing Second Addition site consists of undeveloped agricultural land. The parent parcel generally drains south to north.

STREET AND SUBDIVISION LAYOUT

Kenwood Trail (CSAH 50)
Kyla Crossing Second Addition is located north of and adjacent to Kenwood Trail, a minor arterial County highway, as identified in the City's Transportation Plan. Kenwood Trail is currently constructed as a four-lane divided urban roadway with a center median. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet and designates this roadway as a four-lane divided urban roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the final plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at their October 8, 2025 meeting upon meeting the described conditions in the plat commission letter.

Ipava Avenue
Kyla Crossing Second Addition is located west of and adjacent to Ipava Avenue, a major collector roadway, as identified in the City's Transportation Plan. Ipava Avenue is currently constructed as a four-lane divided urban roadway with a center median adjacent to the plat. Ipava Avenue has the necessary right-of-way adjacent to the plat area and no additional right-of-way dedication is needed.

The Developer is proposing one full access intersection to Ipava Avenue with the development improvements.

Iris Way (Local Road)
Development of Kyla Crossing Second Addition includes the construction of Iris Way, a local roadway. Iris Way is designed as a 32-foot-wide urban roadway with a five-foot sidewalk along one side of the street. The Developer is dedicating 60-feet of right-of-way. Iris Way will provide a connection and access to Ipava Avenue.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue. Access to the existing adjacent local roadways shall not be permitted for the construction.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Kyla Crossing Second Addition. The Park Dedication requirement has not been collected on the parent parcel and shall be satisfied through a cash contribution with the final plat.

Development of Kyla Crossing Second Addition includes the construction of public sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets.

The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

18 units	x $6,007.00	= $108,126.00
Total Units (Low-Density) Kyla Crossing Second Addition	2026 Unit Rate (Low-Density)	Park Dedication Fee Kyla Crossing Second Addition

UTILITIES

SANITARY SEWER

Kyla Crossing Second Addition is located within subdistricts ML-70000 and ML-70215 of the Lake Marion sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Kyla Crossing Second Addition includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the Empire Wastewater Treatment Facility monitored by meter M649.

The Lateral Sanitary Sewer Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

229.81 f.f.	x $41.50/f.f.	= $9,537.12
Front Footage Along Kenwood Trail	2026 Unit Rate	Lateral Sanitary Sewer Charge Kyla Crossing Second Addition

WATERMAIN

Development of Kyla Crossing Second Addition includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision.

The Lateral Watermain Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

(529.56 f.f. + 229.81 f.f.)	x $48.00/f.f.	= $36,449.76
Front Footage Along Ipava Avenue and Kenwood Trail	2026 Unit Rate	Lateral Watermain Charge Kyla Crossing Second Addition

DRAINAGE AND GRADING

Kyla Crossing Second Addition is located within subdistrict SC-080 of the South Creek stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Kyla Crossing Second Addition includes the construction of two and expansion of one publicly owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The northern two basins outlet to the existing basin north of the platted area. The southern basin will expand the existing basin that collects runoff from Kenwood Trail.

The stormwater management basins will be located within Outlots A and B which will be deeded to the City with the final plat. The stormwater basin design is consistent with City ordinance requirements.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Kyla Crossing Second Addition contains more than one acre of site disturbance. 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.

STORM SEWER

Development of Kyla Crossing Second Addition includes the construction of public storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins located within Outlots A and B.

Draintile construction is required in areas of non-granular soils within Kyla Crossing Second Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

Storm Sewer Charge Summary		
Gross Area of Kyla Crossing Second Addition		332,767.00 s.f.
Less Area of Outlot A (Deeded to City)	(-)	55,231.00 s.f.

Less Area of Outlot B (Deeded to City)	(-)	6,349.00 s.f.
Less Area of Outlot C (Deeded to City)	(-)	3,032.00 s.f.
Less Area of Kenwood Avenue Right-of-Way	(-)	7,124.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	261,031.00 s.f.

261,031.00 s.f.	x $0.178/s.f.	= $46,463.52
Net Area Kyla Crossing Second Addition	2026 Unit Rate (Single-Family)	Storm Sewer Charge Kyla Crossing Second Addition

RESIDENTIAL BUFFER YARD REQUIREMENTS

Kenwood Trail is a minor arterial and Ipava Avenue is a major collector roadway as identified in the City's Transportation Plan. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to Ipava Avenue consistent with the Zoning Ordinance. None of the lots in Block 2 are directly adjacent to Kenwood Trail, so buffer yard plantings are not required, though the landscape plan shows proposed plantings at the rear of Lots 4-9, Block 2 and Outlot B. A certified as-built grading plan of the buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

FEMA FLOODPLAIN ANALYSIS

Kyla Crossing Second Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0192E) 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

A wetland delineation was completed for the site. The Notice of Application was sent out September 12, 2025. Based on the onsite review, information provided in the wetland application for the areas outlined in the report, the application has been determined to be acceptable for use in implementing the Wetland Conservation Act and no wetlands were found to be located in the project boundaries.

TREE PRESERVATION

The Tree Preservation Plan for Kyla Crossing Second Addition identifies a total of 828 diameter inches of significant trees on the site. Of these, 152 inches of significant trees are proposed to be removed. This is a proposed removal rate of 18.4%, below the 40% removal threshold for the site. The replacement tree calculation is not required for this project.

Plans show six individual lots with at least one tree to be saved, and one outlot with at least one tree to be saved.

Tree protection measures are to be installed prior to, and maintained throughout, construction. The removal of trees marked to be saved will require replacement planting as defined in the tree preservation ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the 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.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

$163,680.00 Grading Cost Kyla Crossing Second Addition	x 2% Grading Costs 2026 Rate	= $3,273.60 MS4 Administration Fee Kyla Crossing Second Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Kyla Crossing Second Addition. Construction costs are based upon a cost estimate submitted by the Developer's engineer on December 18, 2025 (amended January 16, 2026).

CONSTRUCTION COSTS	
Sanitary Sewer	$ 114,992.50
Watermain	106,558.00
Storm Sewer	160,852.50
Streets	231,959.15
Grading, Drainage, Erosion Control and Restoration	163,680.00
SUBTOTAL - CONSTRUCTION COSTS	$ 778,042.15

OTHER COSTS	
Developer's Design (3.0%)	$ 23,341.26
Developer's Construction Survey (2.5%)	19,451.05
City's Legal Expense (0.5%)	3,890.21
City Construction Observation (5.0%)	38,902.11
Developer's Record Drawing (0.5%)	3,890.21
Landscaping	23,502.00
Streetlights	2,400.00

Lot Corners/Iron Monuments	2,100.00
SUBTOTAL - OTHER COSTS	$ 107,476.84
TOTAL PROJECT SECURITY	**$ 885,518.99**

The street light security totals $2,400 which consists of two (2) post-top streetlights at $1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is $100.00 per lot and outlot for a total of $2,100.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of $1,425.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional $150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition $300.00 for each mobilization.

A cash fee for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

18 units Total Units Kyla Crossing Second Addition	x $42.52/unit 2026 Rate	= $765.36 Streetlight Operating Fee Kyla Crossing Second Addition

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

18 units Total Units (Single Family) Kyla Crossing Second Addition	x $64.00/unit 2025 Rate	= $1,152.00 Environmental Resources Fee Kyla Crossing Second Addition

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

21 lots/outlots Lots/Outlots Kyla Crossing Second Addition	x $90.00/unit 2025 Rate	= $1,890.00 Property Data & Asset/Infrastructure Mgmt. Fee Kyla Crossing Second Addition

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or $23,341.26.

CASH REQUIREMENTS

Park Dedication	$ 108,126.00
Lateral Sanitary Sewer Charge	9,537.12
Lateral Watermain Charge	36,449.76
Storm Sewer Charge	46,463.52
MS4 Administration Fee	3,273.60
Traffic Control Signs	1,425.00
Streetlight Operating Fee	765.36
Environmental Resources Management Fee	1,152.00
Property Data and Asset/Infrastructure Management Fee	1,890.00
City Engineering Administration (3.00%)	23,341.26
SUB-TOTAL TO CASH REQUIREMENTS	**$232,423.62**
CREDITS TO THE CASH REQUIREMENTS	
Temporary Turnaround Escrow Credit (Escrow No. 8351)	$5,000.00
TOTAL – CASH REQUIREMENTS	$ 227,423.62

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, and utility plan for Kyla Crossing Second Addition, subject to the requirements and stipulations within this report.

Date: 3/2/2026

Hearing for a High-Cost Tree Abatement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution authorizing an abatement for nuisance tree removal at 6729 175th Street.

Overview

City staff is pursuing removal of a nuisance cottonwood tree located on private property at 6729 175th Street. The tree is dead and leaning toward the city street and public sidewalk, thereby creating a public nuisance. Section 4-1-7 of the City Code authorizes the city to abate a public nuisance and Section 4-1-8 requires a hearing for abatements exceeding $3,000.00. The contractor's estimated cost for removal is $3,975.00.

The property owner has received two Notices of Violation from the City Code Enforcement Officer, is in agreement with the city's actions, and will willingly sign the right of entry document. The removal costs will be certified to the owner's property taxes over a period of five (5) years.

Supporting Information

1. Resolution
2. Photos of tree to be removed

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Elizabeth Stockman, Code Enforcement Officer

CITY OF LAKEVILLE
RESOLUTION NO. _________

A RESOLUTION DECLARING A NUISANCE VIOLATION AT 6729 175TH STREET AND ORDERING ABATEMENT OF THE NUISANCE

WHEREAS, VALERIA CAMBONI MILLER ("Owner") owns property located at 6729 175TH STREET ("Property") in the City of Lakeville; and

WHEREAS, a dead cottonwood tree is located on the Property in violation of City Code § 4-1-2 which constitutes a public nuisance; and

WHEREAS, the City has notified the Owner of the nuisance and requested compliance with City Code; and

WHEREAS, the Owner has not remedied the violation by removing the dead cottonwood tree on the Property; and

WHEREAS, since the estimated cost to remove the dead cottonwood tree is $3,975.00, the abatement of the nuisance is considered a "High-Cost Abatement" which requires a hearing and approval of abatement by the City Council pursuant to City Code § 4-1-8;

WHEREAS, the City Council may order city staff to abate the nuisance and certify the cost of abatement against the property following a Hearing; and

WHEREAS, written notice has been provided to Owner as required in City Code § 4-1-8.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA, as follows:

1. City may certify all costs of abatement against the Property under Minn. Stat. § 429.101, subd. 1(2).

2. City staff is authorized and directed to serve a copy of this Resolution and Order for Abatement on the record owner of the Property either in person or by certified or registered mail. If the owner refuses to accept service, this Order shall be served by posting it on the front door of the premises.

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

238412v1

CITY OF LAKEVILLE

By: ______________________________

Luke M. Hellier, Mayor

ATTEST:

____

Taylor Snider, Deputy City Clerk

238412v1

6729 175th St – High Cost Abatement Tree Removal

Date: 3/2/2026

2026A Bond Issuance -Street Reconstruction/Utility/CIP Projects

Proposed Action:
Staff recommends adoption of the following motion: No formal action required. Staff is seeking Council direction regarding the issuance of 2026A bonds.

Overview
Staff is presenting the 2026A bond issuance for your consideration. The bonds will provide funding for the following projects:

- #26-02 – 2026 Street Reconstruction Project
- #26-03 – 2026 Collector Rehabilitation
- #26-09 – 215th St Public Improvements (CSAH 5-CSAH 70)
- #25-11 - Capital Improvement Project (CIP) – Fire Station #2

The 2026A bond issuance is estimated to be $39,505,000. It reflects the following:

- The term of the bonds is 20 years:
  - $4,945,000 - Street reconstruction portion = 10 years
  - $5,300,000 – Utility portion = 10 years
  - $29,260,000 – CIP portion = 20 years
- The structure of the 2026A bonds is compliant with the City's Debt Policy such that the total maturity length is equal to or less than 20 years and at least 50% of the principal will be retired within 10 years.

The City's municipal advisor, Northland Securities, has prepared the attached Finance Plan for the 2026A bond issuance. The new franchise fees are intended to cover the CIP debt payments.

Financial Impacts

Based on the current bond estimate, the chart below shows the estimated 2027 debt service levy:

2026 Debt Service Levy		$12,145,790
Levy adjustment for existing debt	151,948	
Levy for New 2026A Debt Issue-Street	529,670	
Levy for New 2026A Debt Issue-CIP	2,211,673	
Less Franchise Fee Revenue	(2,211,673)	
Subtotal		681,618
Estimated 2027 Debt Service Levy		$12,827,408

By combining the 2026A capital improvement project above with the 2026 street reconstruction bonds, the City saves money by limiting costs of bond issuance. The total cost for Fire Station #2 is estimated to be roughly $29M. The construction bid opening will be in May 2026.

One-time reductions were made in the 2026 debt service levy due to excess reserves available in the debt service funds. The $681,618 increase in debt service levy represents a 1.31% increase based on the total 2026 property tax levy. The levy for the debt service portion is now 22% of the total levy – with Park bonds being 4.8% of that 22%. The estimate includes levies for the 2026 bond issuance, as well as covering the first estimated interest payment. Staff will be reviewing cash balances in the debt service funds to see if there are opportunities to reduce the 2027 debt service levy. Staff will also be reviewing the 2026A debt structure to determine what changes can be made to moderate the impact on the tax levy.

The 2027 total tax levy will also be impacted by other adjustments to revenues and expenditures, service levels, project funding, etc. Funding from Dakota County is anticipated for several of the projects. Other funding sources (i.e. Park Dedication Funds, Utility Funds, etc.) or project reductions will need to be identified for project costs more than the maximum bonding.

Park Referendum Bonds – the 2027 levy includes the incremental decrease of $37K from the 2026 levy. The chart below shows the timelines and bond issuance amounts for the referendum.

Issuance Year/Serie	Amount	Projects	First Year of Impact to
2022B	$4,845,000	Hasse Arena multi-use outdoor pavilion	2023
2022C	$13,735,000	Art Center improvements, Park ID sign replacements, basketball court replacements, Antlers Community Park improvements, trails gaps/connectivity design and ROW acquisition; Ritter Farm	2023
2023A	$4,345,000	Trails gaps/connectivity construction; Ritter Farm Park cabin and site improvements construction.	2024
2024A	$15,075,000	Grand Prairie Community Park design and construction; East Community Park design and construction.	2025
	$38,000,000	Maximum Bonding Authorized	

Also attached to this memo is a summary of the tax levies for the four park referendum bond issuances.

Key dates coming up for the 2026A Bonds:

March 16, 2026	➢ Council adopts resolution setting the sale of bonds.

April 20, 2026	➢ Bond Sale – 10:00 a.m. ➢ Council adopts resolution approving the bond sale.
May 14, 2026	➢ Closing on Bonds.

Supporting Information

1. Preliminary Finance Plan – as of February 26, 2026
2. Park Referendum Debt Levies

Financial Impact: $ 39,505,000 **Budgeted:** Yes **Source:** Various
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Julie Stahl, Finance Director

Finance Plan

City of Lakeville, Minnesota

$39,505,000
General Obligation Bonds, Series 2026A

March 2, 2026

150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900   800-851-2920

www.northlandsecurities.com

Contents

Executive Summary

The following is a summary of the recommended terms for the issuance of $39,505,000 General Obligation Bonds, Series 2026A (the "Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

Purpose	Proceeds from the Bonds will be used to finance the City's 2026 street reconstruction and collector rehabilitation projects, utility and facility improvements, and to finance the costs associated with the issuance of the Bonds.
Security	The Bonds will be a general obligation of the City. The City will pledge water and sewer revenues and ad valorem taxes for payment of the Bonds.
Repayment Term	The Bonds will mature annually each February 1 in the years 2027 through 2047. Interest on the Bonds will be payable on February 1, 2027, and semiannually thereafter on each February 1 and August 1.
Estimated Interest Rate	True interest cost (TIC): 3.67% Interest rates are estimated based on Non-BQ "Aaa" rates as of February 20, 2026, plus 0.25% for planning purposes.
Prepayment Option	Bonds maturing on and after February 1, 2035, will be subject to redemption on February 1, 2034, and any day thereafter at a price of par plus accrued interest.
Rating	A rating will be requested from Moody's Ratings (Moody's). The City's general obligation debt is currently rated "Aaa" by Moody's.
Tax Status	The Bonds will be tax-exempt, non-bank qualified obligations.
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.
Type of Bond Sale	Public Sale – Competitive Bids
Proposals Received	Monday, April 20, 2026 @ 10:00 A.M.
Council Consideration	Monday, April 20, 2026 @ 6:00 P.M.

Issue Overview

Purpose

Proceeds from the Bonds will be used to finance the following projects (together, the "Projects"):

- a fire station and land purchase as described in the Capital Improvement Plan approved on September 19, 2024 (the "CIP Portion)"
- the 2026 street reconstruction and collector rehabilitation projects (the "Street Reconstruction Portion"); and
- the 2026 water and sewer utility projects (the "Utility Portion").

The proceeds will also be used to pay costs associated with issuing the Bonds. The Bonds have been sized based on cost estimates provided by City Staff as of February 20, 2026. The table below contains the estimated sources and uses of funds for the bond issue.

	CIP (Fire Station)	Street Reconstruction & Collector Rehab	Utility Improvements	Issue Summary
Sources Of Funds				
Par Amount of Bonds	$29,260,000.00	$4,945,000.00	$5,300,000.00	$39,505,000.00
Total Sources	**$29,260,000.00**	**$4,945,000.00**	**$5,300,000.00**	**$39,505,000.00**
Uses Of Funds				
Deposit to Project Construction Fund	28,200,000.00	4,790,584.00	5,240,000.00	38,230,584.00
Deposit to Capitalized Interest (CIF) Fund	725,564.54	97,638.58	-	823,203.12
Total Underwriter's Discount (0.700%)	204,820.00	34,615.00	37,100.00	276,535.00
Costs of Issuance	128,753.99	21,759.70	23,321.81	173,835.50
Rounding Amount	861.47	402.72	(421.81)	842.38
Total Uses	**$29,260,000.00**	**$4,945,000.00**	**$5,300,000.00**	**$39,505,000.00**

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475 and 444 and Sections 475.58, Subdivision 3b and 475.521.

CIP Portion

Under Section 475.521, a capital improvement is a major expenditure of City funds for the acquisition or betterment of public lands, buildings, or other improvements used, such as a city hall, library, public safety, or public works facility, which has a useful life of five years or more.

The maximum amount of principal and interest for capital improvement bonds cannot exceed 0.16% of the estimated market value of taxable property in the City. The City's 2026 preliminary estimated market value is $13,940,494,700 ($13,940,494,700 x 0.0016 = $22,304,792). The maximum amount of principal and interest due in a calendar year on the Bonds plus the City's outstanding CIP Bonds is estimated to be approximately $4,251,858, which is less than $22,304,792.

Before issuing bonds under a Capital Improvement Plan ("CIP"), the City must hold a public hearing on the CIP and the proposed bonds and must then approve the CIP and authorize the issuance of the bonds by at least a 3/5 majority. The City held the required public hearing and approved the CIP on October 6, 2025.

If a petition signed by voters equal to at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the clerk within 30 days after the public hearing, then the bonds may not be issued unless approved by the voters at an election. The 30-day period expired on November 6, 2025.

Street Reconstruction Portion

Under Section 475.58, Subdivision 3b., street reconstruction bonds can be used to finance the reconstruction and bituminous overlay of existing city streets. Eligible improvements may include turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads and the local share of state and county road projects. Eligible improvements do not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed.

Before issuing street reconstruction bonds, the City must hold a public hearing on the street reconstruction project and the proposed bonds, and then must pass a resolution approving the Street Reconstruction Plan and issuance of street reconstruction bonds. The City held the required public hearing and approved the Street Reconstruction Plan on October 6, 2025.

Utility Portion

Under Chapter 444, cities may add their general obligation pledge of net utility revenues for general obligation bonds issued to build, construct, reconstruct, repair, enlarge, improve, or obtain sanitary sewer, water and storm sewer facilities, and maintain and operate the facilities inside or outside its corporate limits.

Structure

The CIP Portion has been structured to result in relatively level annual debt service payments over 20 years with principal payments beginning in 2028. The Street Reconstruction Portion of the Bonds has been structured to result in relatively level annual debt service payments over 10 years with principal payments beginning in 2028. The Utility portion has been structured to result in relatively level annual debt service payments over 10 years with principal payments beginning in 2027.

The proposed structure for the bond issue and preliminary debt service projections for each portion of the bond issue are illustrated in Attachment 1 and the estimated levies are illustrated in Attachment 2.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Property Taxes. The revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show that for the CIP Portion of the bonds, an annual levy of approximately $2,212,093, is needed to meet the 105% statutory requirement. The City anticipates using revenues from franchise fees to annually cancel the CIP levy. The initial projections show that for the Street Reconstruction Portion of the Bonds, an annual net levy of approximately $605,423, is needed to meet the 105% statutory requirement. The city anticipates using special assessment revenues to reduce the levy on an annual basis. The levies may be adjusted annually based on actual monies in the debt service funds. The initial levies will be made in 2026 for taxes payable in 2027.

  Given the timing of the initial revenue from the tax levy, capitalized interest will be included in the bond issue to cover the first interest payment due on February 1, 2027, before the first tax collections are received for the CIP and Street Reconstruction Portions.

- Water & Sewer Revenues. Net revenues of the City's water and sewer utilities will be pledged for payment of the Utility Portion of the Bonds. The City will covenant to adopt water and sewer rates and charges that are sufficient to produce net revenues equal to at least 105% of the debt service requirements on the Utility Portion of the Bonds. In the event there is a deficiency in the amount of net revenues available for payment of debt service, the City may levy taxes to cover the insufficiency, but only on a temporary basis until rates are adjusted

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost-effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids from underwriters to purchase the Bonds on Monday, April 20, 2026, at 10:00 A.M. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the structure, date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota
Bond Counsel: Dorsey & Whitney LLP, Minneapolis, Minnesota
Paying Agent: US Bank Trust Company, National Association, St. Paul, Minnesota

Attachment 1 – Preliminary Debt Service Schedules

Total Combined

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/14/2026	-	-	-	-	-
02/01/2027	510,000.00	2.500%	924,561.06	1,434,561.06	1,434,561.06
08/01/2027	-	-	641,177.50	641,177.50	-
02/01/2028	2,010,000.00	2.450%	641,177.50	2,651,177.50	3,292,355.00
08/01/2028	-	-	616,555.00	616,555.00	-
02/01/2029	2,055,000.00	2.450%	616,555.00	2,671,555.00	3,288,110.00
08/01/2029	-	-	591,381.25	591,381.25	-
02/01/2030	2,110,000.00	2.500%	591,381.25	2,701,381.25	3,292,762.50
08/01/2030	-	-	565,006.25	565,006.25	-
02/01/2031	2,165,000.00	2.550%	565,006.25	2,730,006.25	3,295,012.50
08/01/2031	-	-	537,402.50	537,402.50	-
02/01/2032	2,220,000.00	2.600%	537,402.50	2,757,402.50	3,294,805.00
08/01/2032	-	-	508,542.50	508,542.50	-
02/01/2033	2,280,000.00	2.700%	508,542.50	2,788,542.50	3,297,085.00
08/01/2033	-	-	477,762.50	477,762.50	-
02/01/2034	2,340,000.00	2.850%	477,762.50	2,817,762.50	3,295,525.00
08/01/2034	-	-	444,417.50	444,417.50	-
02/01/2035	2,405,000.00	2.950%	444,417.50	2,849,417.50	3,293,835.00
08/01/2035	-	-	408,943.75	408,943.75	-
02/01/2036	2,470,000.00	3.100%	408,943.75	2,878,943.75	3,287,887.50
08/01/2036	-	-	370,658.75	370,658.75	-
02/01/2037	1,945,000.00	3.300%	370,658.75	2,315,658.75	2,686,317.50
08/01/2037	-	-	338,566.25	338,566.25	-
02/01/2038	1,430,000.00	3.450%	338,566.25	1,768,566.25	2,107,132.50
08/01/2038	-	-	313,898.75	313,898.75	-
02/01/2039	1,480,000.00	3.600%	313,898.75	1,793,898.75	2,107,797.50
08/01/2039	-	-	287,258.75	287,258.75	-
02/01/2040	1,530,000.00	3.750%	287,258.75	1,817,258.75	2,104,517.50
08/01/2040	-	-	258,571.25	258,571.25	-
02/01/2041	1,590,000.00	3.850%	258,571.25	1,848,571.25	2,107,142.50
08/01/2041	-	-	227,963.75	227,963.75	-
02/01/2042	1,650,000.00	3.950%	227,963.75	1,877,963.75	2,105,927.50
08/01/2042	-	-	195,376.25	195,376.25	-
02/01/2043	1,715,000.00	4.050%	195,376.25	1,910,376.25	2,105,752.50
08/01/2043	-	-	160,647.50	160,647.50	-
02/01/2044	1,785,000.00	4.150%	160,647.50	1,945,647.50	2,106,295.00
08/01/2044	-	-	123,608.75	123,608.75	-
02/01/2045	1,860,000.00	4.200%	123,608.75	1,983,608.75	2,107,217.50
08/01/2045	-	-	84,548.75	84,548.75	-
02/01/2046	1,935,000.00	4.250%	84,548.75	2,019,548.75	2,104,097.50
08/01/2046	-	-	43,430.00	43,430.00	-
02/01/2047	2,020,000.00	4.300%	43,430.00	2,063,430.00	2,106,860.00
Total	**$39,505,000.00**	**-**	**$15,315,996.06**	**$54,820,996.06**	**-**

Yield Statistics

Bond Year Dollars	$420,212.18
Average Life	10.637 Years
Average Coupon	3.6448244%
Net Interest Cost (NIC)	3.7106328%
True Interest Cost (TIC)	3.6742508%
Bond Yield for Arbitrage Purposes	3.5912500%
All Inclusive Cost (AIC)	3.7268714%

IRS Form 8038

Net Interest Cost	3.6448244%
Weighted Average Maturity	10.637 Years

Optional Redemption

02/01/2034	@100.000%

*Based on preliminary, Non-Bank Qualified "Aaa" rates as of February 20, 2026, plus 0.25%.

CIP Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/14/2026	-	-	-	-	-
02/01/2027	-	-	725,564.54	725,564.54	725,564.54
08/01/2027	-	-	508,177.50	508,177.50	-
02/01/2028	1,090,000.00	2.450%	508,177.50	1,598,177.50	2,106,355.00
08/01/2028	-	-	494,825.00	494,825.00	-
02/01/2029	1,115,000.00	2.450%	494,825.00	1,609,825.00	2,104,650.00
08/01/2029	-	-	481,166.25	481,166.25	-
02/01/2030	1,145,000.00	2.500%	481,166.25	1,626,166.25	2,107,332.50
08/01/2030	-	-	466,853.75	466,853.75	-
02/01/2031	1,175,000.00	2.550%	466,853.75	1,641,853.75	2,108,707.50
08/01/2031	-	-	451,872.50	451,872.50	-
02/01/2032	1,205,000.00	2.600%	451,872.50	1,656,872.50	2,108,745.00
08/01/2032	-	-	436,207.50	436,207.50	-
02/01/2033	1,235,000.00	2.700%	436,207.50	1,671,207.50	2,107,415.00
08/01/2033	-	-	419,535.00	419,535.00	-
02/01/2034	1,270,000.00	2.850%	419,535.00	1,689,535.00	2,109,070.00
08/01/2034	-	-	401,437.50	401,437.50	-
02/01/2035	1,305,000.00	2.950%	401,437.50	1,706,437.50	2,107,875.00
08/01/2035	-	-	382,188.75	382,188.75	-
02/01/2036	1,340,000.00	3.100%	382,188.75	1,722,188.75	2,104,377.50
08/01/2036	-	-	361,418.75	361,418.75	-
02/01/2037	1,385,000.00	3.300%	361,418.75	1,746,418.75	2,107,837.50
08/01/2037	-	-	338,566.25	338,566.25	-
02/01/2038	1,430,000.00	3.450%	338,566.25	1,768,566.25	2,107,132.50
08/01/2038	-	-	313,898.75	313,898.75	-
02/01/2039	1,480,000.00	3.600%	313,898.75	1,793,898.75	2,107,797.50
08/01/2039	-	-	287,258.75	287,258.75	-
02/01/2040	1,530,000.00	3.750%	287,258.75	1,817,258.75	2,104,517.50
08/01/2040	-	-	258,571.25	258,571.25	-
02/01/2041	1,590,000.00	3.850%	258,571.25	1,848,571.25	2,107,142.50
08/01/2041	-	-	227,963.75	227,963.75	-
02/01/2042	1,650,000.00	3.950%	227,963.75	1,877,963.75	2,105,927.50
08/01/2042	-	-	195,376.25	195,376.25	-
02/01/2043	1,715,000.00	4.050%	195,376.25	1,910,376.25	2,105,752.50
08/01/2043	-	-	160,647.50	160,647.50	-
02/01/2044	1,785,000.00	4.150%	160,647.50	1,945,647.50	2,106,295.00
08/01/2044	-	-	123,608.75	123,608.75	-
02/01/2045	1,860,000.00	4.200%	123,608.75	1,983,608.75	2,107,217.50
08/01/2045	-	-	84,548.75	84,548.75	-
02/01/2046	1,935,000.00	4.250%	84,548.75	2,019,548.75	2,104,097.50
08/01/2046	-	-	43,430.00	43,430.00	-
02/01/2047	2,020,000.00	4.300%	43,430.00	2,063,430.00	2,106,860.00
Total	**$29,260,000.00**	**-**	**$13,600,669.54**	**$42,860,669.54**	**-**

Street Reconstruction Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/14/2026	-	-	-	-	-
02/01/2027	-	-	97,638.58	97,638.58	97,638.58
08/01/2027	-	-	68,385.00	68,385.00	-
02/01/2028	440,000.00	2.450%	68,385.00	508,385.00	576,770.00
08/01/2028	-	-	62,995.00	62,995.00	-
02/01/2029	450,000.00	2.450%	62,995.00	512,995.00	575,990.00
08/01/2029	-	-	57,482.50	57,482.50	-
02/01/2030	460,000.00	2.500%	57,482.50	517,482.50	574,965.00
08/01/2030	-	-	51,732.50	51,732.50	-
02/01/2031	475,000.00	2.550%	51,732.50	526,732.50	578,465.00
08/01/2031	-	-	45,676.25	45,676.25	-
02/01/2032	485,000.00	2.600%	45,676.25	530,676.25	576,352.50
08/01/2032	-	-	39,371.25	39,371.25	-
02/01/2033	500,000.00	2.700%	39,371.25	539,371.25	578,742.50
08/01/2033	-	-	32,621.25	32,621.25	-
02/01/2034	510,000.00	2.850%	32,621.25	542,621.25	575,242.50
08/01/2034	-	-	25,353.75	25,353.75	-
02/01/2035	525,000.00	2.950%	25,353.75	550,353.75	575,707.50
08/01/2035	-	-	17,610.00	17,610.00	-
02/01/2036	540,000.00	3.100%	17,610.00	557,610.00	575,220.00
08/01/2036	-	-	9,240.00	9,240.00	-
02/01/2037	560,000.00	3.300%	9,240.00	569,240.00	578,480.00
Total	**$4,945,000.00**	**-**	**$918,573.58**	**$5,863,573.58**	**-**

Utility Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/14/2026	-	-	-	-	-
02/01/2027	510,000.00	2.500%	101,357.94	611,357.94	611,357.94
08/01/2027	-	-	64,615.00	64,615.00	-
02/01/2028	480,000.00	2.450%	64,615.00	544,615.00	609,230.00
08/01/2028	-	-	58,735.00	58,735.00	-
02/01/2029	490,000.00	2.450%	58,735.00	548,735.00	607,470.00
08/01/2029	-	-	52,732.50	52,732.50	-
02/01/2030	505,000.00	2.500%	52,732.50	557,732.50	610,465.00
08/01/2030	-	-	46,420.00	46,420.00	-
02/01/2031	515,000.00	2.550%	46,420.00	561,420.00	607,840.00
08/01/2031	-	-	39,853.75	39,853.75	-
02/01/2032	530,000.00	2.600%	39,853.75	569,853.75	609,707.50
08/01/2032	-	-	32,963.75	32,963.75	-
02/01/2033	545,000.00	2.700%	32,963.75	577,963.75	610,927.50
08/01/2033	-	-	25,606.25	25,606.25	-
02/01/2034	560,000.00	2.850%	25,606.25	585,606.25	611,212.50
08/01/2034	-	-	17,626.25	17,626.25	-
02/01/2035	575,000.00	2.950%	17,626.25	592,626.25	610,252.50
08/01/2035	-	-	9,145.00	9,145.00	-
02/01/2036	590,000.00	3.100%	9,145.00	599,145.00	608,290.00
Total	**$5,300,000.00**	**-**	**$796,752.94**	**$6,096,752.94**	**-**

Attachment 2 – Estimated Levy Schedules

CIP Portion

Date	Total P+I	CIF	105% Levy	Less: Franchise Fee Revenue*	Net Levy	Levy Year	Collection Year
02/01/2027	725,564.54	(725,564.54)	-	-	-		
02/01/2028	2,106,355.00	-	2,211,672.75	2,211,672.75	-	2026	2027
02/01/2029	2,104,650.00	-	2,209,882.50	2,209,882.50	-	2027	2028
02/01/2030	2,107,332.50	-	2,212,699.13	2,212,699.13	-	2028	2029
02/01/2031	2,108,707.50	-	2,214,142.88	2,214,142.88	-	2029	2030
02/01/2032	2,108,745.00	-	2,214,182.25	2,214,182.25	-	2030	2031
02/01/2033	2,107,415.00	-	2,212,785.75	2,212,785.75	-	2031	2032
02/01/2034	2,109,070.00	-	2,214,523.50	2,214,523.50	-	2032	2033
02/01/2035	2,107,875.00	-	2,213,268.75	2,213,268.75	-	2033	2034
02/01/2036	2,104,377.50	-	2,209,596.38	2,209,596.38	-	2034	2035
02/01/2037	2,107,837.50	-	2,213,229.38	2,213,229.38	-	2035	2036
02/01/2038	2,107,132.50	-	2,212,489.13	2,212,489.13	-	2036	2037
02/01/2039	2,107,797.50	-	2,213,187.38	2,213,187.38	-	2037	2038
02/01/2040	2,104,517.50	-	2,209,743.38	2,209,743.38	-	2038	2039
02/01/2041	2,107,142.50	-	2,212,499.63	2,212,499.63	-	2039	2040
02/01/2042	2,105,927.50	-	2,211,223.88	2,211,223.88	-	2040	2041
02/01/2043	2,105,752.50	-	2,211,040.13	2,211,040.13	-	2041	2042
02/01/2044	2,106,295.00	-	2,211,609.75	2,211,609.75	-	2042	2043
02/01/2045	2,107,217.50	-	2,212,578.38	2,212,578.38	-	2043	2044
02/01/2046	2,104,097.50	-	2,209,302.38	2,209,302.38	-	2044	2045
02/01/2047	2,106,860.00	-	2,212,203.00	2,212,203.00	-	2045	2046
Total	**$42,860,669.54**	**(725,564.54)**	**$44,241,860.25**	**$44,241,860.25**	**-**		

*The City anticipates using revenues from franchise fees to eliminate the levy.

Street Reconstruction Portion

Date	Total P+I	CIF	105% Levy	Less: Special Assessment Revenues*	Net Levy	Levy Year	Collection Year
02/01/2027	97,638.58	(97,638.58)	-	-	-		
02/01/2028	576,770.00	-	605,608.50	75,938.69	529,669.81	2026	2027
02/01/2029	575,990.00	-	604,789.50	70,408.52	534,380.98	2027	2028
02/01/2030	574,965.00	-	603,713.25	67,980.64	535,732.61	2028	2029
02/01/2031	578,465.00	-	607,388.25	65,552.76	541,835.49	2029	2030
02/01/2032	576,352.50	-	605,170.13	63,124.88	542,045.25	2030	2031
02/01/2033	578,742.50	-	607,679.63	60,697.00	546,982.63	2031	2032
02/01/2034	575,242.50	-	604,004.63	58,269.12	545,735.51	2032	2033
02/01/2035	575,707.50	-	604,492.88	55,841.24	548,651.64	2033	2034
02/01/2036	575,220.00	-	603,981.00	53,413.36	550,567.64	2034	2035
02/01/2037	578,480.00	-	607,404.00	50,985.48	556,418.52	2035	2036
Total	**$5,863,573.58**	**(97,638.58)**	**$6,054,231.75**	**$622,211.69**	**$5,432,020.06**		

*Special assessments are not pledged as security to the Bonds. The City anticipates reducing the levy with special assessment collections. Special assessment revenue is based on assessments totaling $485,576, spread in equal principal payments over 10 years, assessed at a rate of 5.00% (2% over the TIC).

Attachment 3 – Related Considerations

Not Bank Qualified

The par amount of the Bonds is greater than $10,000,000; therefore, the Bonds will not be designated as "bank qualified" obligations pursuant to Federal Tax Law.

Arbitrage Compliance

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. The rebate exemption the City expects to qualify for is the "24-month exception."

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full
Dissemination Agent: Northland Securities, Inc.

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than $10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as USDA loans, Public Finance Authority loans and lease agreements) must be reported within ten days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the sale day to determine use of premium (if any).

Rating

A rating will be requested from Moody's Ratings (Moody's). The City's general obligation debt is currently rated "Aaa" by Moody's. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 – Calendar of Events

The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled City Council meetings (1st & 3rd Mondays at 6 p.m., moved to Tuesday if Monday is a holiday). Council Workshops are held the 4th Monday at 6 p.m.*

January 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Holiday

Date	Action	Responsible Party
February 11, 2026	General Information Certificate sent to City for updates	Northland
February 12, 2026	City provides project costs to be included in Finance Plan no later than noon	City Staff
February 23, 2026	Finance Plan and Set Sale Resolution sent to City for meeting packet for March 2, 2026 Council Meeting	Northland, Bond Counsel
February 25, 2026	General Information Certificate returned to Northland	**City Staff**
March 2, 2026	Presentation of Finance Plan at Work Session – 6:15 p.m.	City Council Review, Northland
March 11, 2026	Preliminary Official Statement sent to City for sign off, sent to Rating Agency to initiate rating processes, and sent to Dorsey & Whitney for review	Northland
Week of March 16, 2026	Meeting to prepare for rating call	City Staff, Northland
March 16, 2026	City adopts Set Sale Resolution (on consent) – 6:00 p.m.	**City Council Action**, Northland, Dorsey & Whitney

Date	Action	Responsible Party
Week of March 23 or March 30, 2026	Rating call with Moody's	City Staff, Northland, Rating Agency
March 25, 2026	City comments and sign off on Preliminary Official Statement due to Northland City confirms final project costs to be financed and use of premium	City Staff
April 8, 2026	Rating Received no later than this date	City Staff, Northland, Rating Agency
April 9, 2026	Distribution of Preliminary Official Statement	Northland
April 13, 2026	Authorizing Resolution sent to City	Dorsey & Whitney, Northland
April 20, 2026	Bond Sale – 10:00 a.m. Bond Purchase Agreement Signed - 6:00 p.m. Authorizing Resolution Adopted	**City Council Action,** Northland, Dorsey & Whitney
April 27, 2026	Closing Documents Distributed	Dorsey & Whitney
May 14, 2026	Closing on the Bonds (Proceeds Available)	Northland, City Staff, Dorsey & Whitney

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Water and Sewer Revenues: The City pledges the net revenues of the water and sewer utilities to the payment of principal and interest on the Utility Portion of the Bonds. The failure to adjust rates and charges as needed and the loss of significant customers will affect available net revenues. If the net revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency. Property taxes can only be used on a temporary basis and may not be an ongoing source of revenue to pay debt service.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

CITY OF LAKEVILLE

Council Meeting 3.2.2026

PARK REFERENDUM DEBT LEVIES

* Italicized amounts represent adjusted amounts based on available funds

	2022B	2022C	2023A	2024A	TOTALS
Par Amount	**$ 4,845,000**	**$ 13,735,000**	**$ 4,345,000**	**$ 15,075,000**	**$ 38,000,000**
Tax Collect Yr					
2023	$ 340,927	$ 600,000	$ -	$ -	$ 940,927
2024	337,344	1,104,042	339,990	-	1,781,376
2025	338,601	*963,037*	343,403	*1,188,856*	2,833,897
2026	339,651	*1,038,453*	341,040	*1,135,181*	2,854,325
2027	340,489	*1,037,411*	343,665	*1,095,706*	2,817,271
2028	340,998	*1,035,131*	340,515	*1,100,168*	2,816,812
2029	341,282	*1,036,799*	342,353	*1,097,806*	2,818,240
2030	336,084	*1,036,686*	338,415	*1,099,381*	2,810,566
2031	341,271	*1,035,089*	339,465	*1,099,381*	2,815,206
2032	340,725	*1,032,008*	339,990	*1,097,806*	2,810,529
2033	339,806	*1,034,516*	339,990	*1,099,906*	2,814,218
2034	338,378	*1,036,465*	341,670	*1,100,168*	2,816,681
2035	336,554	1,103,465	342,232	*1,098,593*	2,880,844
2036	339,573	1,102,205	339,339	*1,097,963*	2,879,079
2037	336,769	1,102,874	341,145	*1,096,073*	2,876,861
2038	338,783	1,102,402	342,326	*1,098,173*	2,881,683
2039	340,331	1,104,895	337,612	*1,098,803*	2,881,642
2040	336,005	1,106,011	337,677	*1,097,963*	2,877,656
2041	336,457	1,104,515	342,310	*1,096,874*	2,880,155
2042	336,404	1,101,594	340,782	*1,098,344*	2,877,125
2043	-	-	338,683	*1,098,134*	1,436,817
2044	-	-	-	*1,158,707*	1,158,707
TOTALS	**$ 6,776,432**	**$ 20,817,597**	**$ 6,812,602**	**$ 22,153,986**	**$ 56,560,617**