AGENDA
CITY COUNCIL MEETING

April 6, 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. Recognition and Badging of New Firefighters
    b. Proclamation - Arbor Day
    c. Proclamation - National Therapy Animal Day
    d. Public Works Quarterly Report

6. Consent Agenda

    a. Check Register Summary
    b. Minutes of the 03/16/2026 City Council Meeting
    c. Joint Powers Agreement with Dakota County for Cedar Avenue Pavement Preservation and Pedestrian Improvements
    d. Amend 2025 General and Capital Fund Budgets
    e. Lakeville Police Department 2026 Final Body Worn Camera (BWC) Audit Report
    f. Agreement with Blue Water Science for Professional Services for Lake Management
    g. Vacation of Right-of -Way from the Deer Park Plat and Dedication of Easements

h. Contract for Roadway Surface Seal Improvements

i. Temporary on-sale liquor license to Dakota Curling Club

j. Heritage Commons 12th Addition Final Plat

k. Contracts for Lift Stations 8, 18, and 20 Rehabilitation

l. Amelia Meadows 3rd Addition Final Plat

m. Encroachment Agreement with Mallard Shores Association for Private Improvements in Public Property

n. Resolution Authorizing the Purchase of a 2026 Ford Transit Van for use as a Police Mobile Command Vehicle

o. Professional Service Agreement with Abijah's Foundation, LLC

p. Third Amendment to Ritter Meadows Development Contract

q. Agreements with Davey Resource Group for 2026 Vegetation Management Contracts for Invasive Species Sites and Outlot Buffer Sites

r. Agreement with MNL for 2026 Vegetation Management Contract for Priority 1 Sites

s. Irrigation System Maintenance Agreements for Ritter Meadows

t. Contract for Tree Stump Removal

u. Resolution Amending Dates of City Council Meetings for 2026

v. Geotechnical Professional Services Proposal for the 2026 Streets Rehabilation Project

w. Heritage Commons 11th Addition Final Plat

x. Resolution for Inflow and Infiltration Grant through Metropolitan Council Environmental Services

y. Proposal from HKGi to Include a Facility Study as Part of the 2026-2036 Parks System Master Plan Development

z. Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement for Tyler Thomas Storage Condos - 8435 210th St.

aa. Dodd Commons Final Plat

7. Action Items

a. Public Hearing and Resolution Adopting Assessments for Unpaid Special Charges

b. Assessment Hearing for Improvements to 214th Street, Approval of Resolutions and Construction Contract for the 2026 Miscellaneous Project

c. Lakeville 35 Logistics Center South Addition Preliminary Plat and Conditional Use Permit

8. Unfinished Business

9. New Business

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

a. Residential Interim Ordinance
b. Water Treatment Expansion Study
c. Central Maintenance Facility Needs Study

10. Council/Committee Updates

11. Announcements

a. Next City Council Meeting April 20, 2026
b. Special City Council Joint Meeting with ISD 194, Monday, April 27, 2026

12. Adjourn

Proclamation

WHEREAS: Established in 1872, Arbor Day provides an opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of our community; and

WHEREAS: The National Arbor Day Foundation has recognized Lakeville with a 2025 Growth Award and, for the 33rd year, as a Tree City USA for promoting community forestry programs; and

WHEREAS: Trees provide clean air and water, shade, energy savings, wildlife habitat, recreational opportunities, wood products and jobs, capture and store carbon from the atmosphere, and increase property values; and

WHEREAS: Thoughtfully selecting, planting and caring for a diverse mix of trees supports a resilient community into the future while providing long-term community and environmental benefits for all; and

WHEREAS: The City of Lakeville will observe Arbor Day on Saturday April 18th at the Arbor Day Tree Sale event and will continue to celebrate Arbor Month with a volunteer planting project at Cherryview Park on Wednesday May 6th.

THEREFORE, The City Council of the City of Lakeville, in support of its community forest, proclaims

Saturday April 18th, 2026
as Arbor Day in the City of Lakeville
Proclaimed this 6th day of April, 2026.

BY: _____
Luke M. Hellier, Mayor

Date: 4/6/2026

Proclamation - National Therapy Animal Day

Proposed Action
Staff recommends adoption of the following motion:

Overview

Supporting Information
None

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

Date: 4/6/2026

Check Register Summary

Proposed Action

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

Overview

Checks	328993 - 329126	$843,929.77
ACH/EFT	24723 - 24925	$2,939,385.66
Total		$3,783,315.43

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. 03.24.26 CKSUM-ACH-EFT
2. 03.24.26 CKSUM-Checks
3. Check Register 03.24.26 for April 6, 2026 Council Mtg - ACH-EFT
4. Check Register 03.24.26 for April 6, 2026 Council Mtg - Checks

Financial Impact: $3,783,315.43 **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	413,141.74
4000 BUILDING FUND	147,262.66
4200 PARK DEDICATION FUND	92,075.35
4720 2024A PARK BONDS	16,317.92
5200 STATE AID CONSTRUCTION FUND	24,378.85
5300 PAVEMENT MANAGEMENT FUND	20,144.50
5400 STORMWATER INFRASTRUCTURE FND	263.00
6000 IMPROVEMENT CONSTRUCTION FUND	783.80
6611 2026 STREET PROJECTS	51,210.75
7450 ENVIRONMENTAL RESOURCES FUND	10,287.75
7575 STREET LIGHTING FUND	45.87
7600 WATER FUND	99,953.36
7700 SEWER FUND	8,402.85
7800 LIQUOR FUND	587,688.98
8000 ESCROW FUND	1,852.74
8970 LAKEVILLE ARENAS - OPERATIONS	1,272.17
9800 PAYROLL CLEARING FUND	1,464,303.37
Report Total:	2,939,385.66

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	173,253.47
2000 COMMUNICATIONS FUND	8,000.00
2292 FIRST CENTER OPERATING FUND	50.00
3125 2025A FIRST CENTER	454.00
4000 BUILDING FUND	15,460.36
4100 EQUIPMENT FUND	90,477.90
4125 TECHNOLOGY FUND	5,668.09
4200 PARK DEDICATION FUND	7,000.00
4720 2024A PARK BONDS	52,060.01
7450 ENVIRONMENTAL RESOURCES FUND	1,291.48
7550 UTILITY FISCAL ADMINISTRATION	2,403.66
7600 WATER FUND	12,899.65
7700 SEWER FUND	35,530.48
7800 LIQUOR FUND	200,939.67
8000 ESCROW FUND	33,000.00
9800 PAYROLL CLEARING FUND	205,441.00
Report Total:	843,929.77

MINUTES
CITY COUNCIL MEETING

March 16, 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
Joe Masiarchin, Parks & Recreation Director; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Fire Department Quarterly Update

Fire Chief Mike Meyer presented the Fire Department's Quarterly Report

6. Consent Agenda

Motion was made by Wolter, seconded by Lee, to approve the following:
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

a. Check Register Summary
b. Minutes of the 03/02/2026 City Council Meeting
c. Supplemental Agreement with Alliant for Professional Services for Dodd Boulevard Modernization from 208th Street to 202nd Street
d. Resolution Approving Easement Agreement with Minnesota Energy Resources
e. Resolution Appointing Members to Advisory Boards, Committees and Commissions
f. Quote for Water Meters
g. Resolution Calling a Public Hearing on Proposed Assessments for City Improvement Project 26-01
h. Contract and Resolution for the 2026 Street Rehabilitation Project
i. Contract for Cracksealing, Pavement Marking Project and Trail Fog Seal
j. Contract for 2026 Inflow and Infiltration Improvement Project

k. Approval of Professional Services Agreement with Hosington Koegler Group, Inc (HKGI)

l. First Amendment to the Amelia Meadows Development Contract

m. Cooperative Reimbursement Agreement with the Metropolitan Council for Sanitary Sewer Meter M657 Construction

n. Resolution Authorizing Issuance and Sale of General Obligation Bonds, Series 2026A

o. Resolution Amending the 2025 Budgets

p. North Ryan Second Addition Development Contract

q. Contract for Lawn Maintenance at City Facilities and Miscellaneous Sites

r. Authorization to Participate in Six Remnant Defendant Opioid Settlement

7. Action Items

a. Dodd Commons Preliminary Plat

Assistant City Administrator Allyn Kuennen presented the staff report on the proposed preliminary plat for Dodd Commons, consisting of one lot and three outlots on 23.36 acres for a future fire station, located north of 179th Street, south of Dodd Boulevard, and east of Granby Lane. The request also included a conditional use permit for a building exceeding 35 feet in height in the C-3 District and the vacation of public right-of-way and drainage and utility easements.

The City Council asked questions related to access to the facility.

Motion was made by Bermel, seconded by Volk, to approve 1) the preliminary plat of Dodd Commons, 2) a conditional use permit for a building in excess of 35 feet in height in the C-3, General Commercial District, 3) vacation of public right of way and roadway, drainage, and utility easements, and 4) adopt findings of fact.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

b. Prime 35 Industrial Preliminary Plat

Jon Rausch, Cushman & Wakefield, presented the proposed preliminary plat consisting of an eight-lot subdivision with four outlots on approximately 145 acres, located south of 215th Street (CSAH 70) and west of Jacquard Avenue.

Community Development Director Tina Goodroad presented the staff report. The lots are intended for industrial development, including warehouse, distribution, and manufacturing uses, with over one million square feet anticipated at full build-out. Two outlots will be dedicated to the City for wetland preservation, with two retained by the developer. The property is zoned I-1, Light Industrial District, and guided Warehouse/Light Industrial in the 2040 Comprehensive Plan. The proposal is consistent with the Comprehensive Plan and zoning code. An Alternative Urban Areawide Review (AUAR) was completed and approved in July 2025. Planned infrastructure includes Javelin Avenue and 217th Street. The Planning Commission held a public hearing on March 5, 2026, and recommended approval.

The City Council asked questions related to the forestry tree preservation policy.

Motion was made by Lee, seconded by Wolter, to approve a resolution approving the Prime 35 Industrial preliminary plat.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

8. Unfinished Business

None

9. New Business

a. Discussion on Keeping of Chickens Ordinance

Community Development Director Tina Goodroad presented an overview of the existing regulations for the keeping of chickens under Chapter 35 of the Zoning Ordinance. The ordinance requires an administrative permit for properties with single-family dwellings in residential districts, limits the number of chickens to three, prohibits roosters, and includes standards for coop materials, placement, and setbacks. Since 2018, the City has issued 92 permits.

Goodroad also provided a comparison of regulations in neighboring communities and outlined potential areas for amendment, including increasing the number of chickens, allowing alternative coop materials, reconsidering restrictions on egg sales, and addressing gaps such as waterfowl regulations.

City Council discussion included coop location and setback requirements, predator-proofing, humane space standards, heat source safety, and general regulatory flexibility.

The City Council directed staff to return with ordinance amendments addressing these considerations.

b. Waste Hauler Service Areas

Assistant City Administrator Allyn Kuennen provided a background on the City's current waste hauler service model and the 2019 ordinance changes that established two service areas to reduce truck traffic, noise, and neighborhood disruption. Since implementation, complaints regarding the frequency of trucks have declined, with current concerns primarily related to service reliability.

Kuennen outlined potential options for further reducing impacts, including transitioning to single-day service areas or a zoned system similar to neighboring communities, while maintaining resident choice among licensed haulers.

Council discussed reducing truck traffic by limiting service to one day per area, exploring a zoned approach, and maintaining affordability and competition without restricting resident choice. Public comment was received regarding truck traffic concerns.

Council directed staff to engage licensed haulers to discuss operational considerations and potential improvements, and to return with additional information.

c. Preliminary 2025 Financial Report - General Fund

Finance Director Julie Stahl provided an overview of the City's 2025 unaudited General Fund financial report, noting that while the figures are preliminary, they are a fair representation of year-end activity. Total revenues exceeded the amended budget and prior year, driven by strong performance in licenses and permits, charges for services, and investment income, while property tax revenues were slightly below projections. Overall, revenue trends reflect steady development activity and favorable market conditions.

Total expenditures came in below budget, primarily due to personnel savings from vacancies and timing of hires, despite increased costs associated with expanded staffing in public safety. Compared to 2024, expenditures increased due to additional firefighters and police personnel and related operational needs. The General Fund ended the year with a positive $2 million net change in fund balance, increasing reserves to approximately $25.2 million, or 52% of next year's budgeted expenditures, indicating a continued strong financial position.

10. Council/Committee Updates

Bermel - attended the Dakota 9-11 meeting and was elected as Vice Chair
Lee - stated that he and Councilmember Wolter went to the State Capitol last week through the League of Minnesota Cities, and had an opportunity to meet with Lakeville's State Representatives
Volk – attended the Lakeville Arenas Board of Directors meeting and announced that Carly Anderson is the new Chair of the Board
Mayor Hellier – announced there will be a Joint meeting with ISD 194 on April 27, 2026, at 6:00 p.m.

11. Announcements

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

12. Adjourn

Motion was made by None, seconded by None, to adjourn the meeting at 7:35 P.M.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Respectfully Submitted,

_____ _____

Ann Orlofsky, City Clerk Luke M. Hellier, Mayor

Date: 4/6/2026

Joint Powers Agreement with Dakota County
for Cedar Avenue Pavement Preservation and Pedestrian Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Dakota County for Cedar Avenue Pavement Preservation and Pedestrian Improvements, City Project 27-09.

Overview

The City of Lakeville and Dakota County are partnering on a pavement preservation project on County State Aid Highway (CSAH) 23 (Cedar Avenue) from approximately 400 feet north of Dodd Boulevard to CSAH 42. The project includes pavement mill and overlay, safety and traffic operation improvements, and upgraded pedestrian facilities consistent with ADA requirements. Construction is scheduled for 2027.

Both agencies have included the project in their Capital Improvement Programs. The Joint Powers Agreement (JPA) establishes City and County project roles, responsibilities, and cost participation. The JPA also establishes maintenance responsibilities for pavement, sidewalks and trails, stormwater facilities and traffic control devices following project completion. The County is the lead agency for design, right-of-way acquisition, bidding, construction, and construction administration. The pavement preservation portion of the work is funded through a federal pavement preservation grant and is covered by Dakota County. As a result, based on project scope and the County's adopted cost-share policy for federally funded projects and pavement preservation projects, the City's expected cost share for this project is $0.

Supporting Information

1. CP 27-09 JPA (DCA23660)

Financial Impact: $0 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Jonathan Nelson, Assistant City Engineer

JOINT POWERS AGREEMENT FOR

PRELIMINARY ENGINEERING, FINAL DESIGN ENGINEERING, RIGHT-OF-WAY, CONSTRUCTION, MAINTENANCE, AND COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NO. 23-088

LAKEVILLE PROJECT NO. 27-09

SYNOPSIS: Dakota County and the City of Lakeville agree to conduct a preliminary and final design engineering, right-of-way acquisition, construction, ongoing maintenance, and cost share for the federal pavement preservation project on CSAH 23 (Cedar Ave) from CSAH 42 (150th Street W) to approximately 400 ft north of Dodd Boulevard to be completed in 2027.

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Lakeville ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party”, and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, by Resolution No. 25-502 (October 21, 2025), the County Board authorized to execute a joint powers agreement with the City for the CSAH 23 (Cedar Ave) federal mill and overlay, and American with Disabilities Act improvements, in the City of Apple Valley and Lakeville, CP 23-088; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 23-088 and City Project 27-09; and

WHEREAS, the purpose and need for the project is to *improve safety and traffic operations and improve pedestrian facilities*; and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete preliminary and final design, right-of-way acquisition, construction, administration, and maintenance of the Project, as well as to determine each parties’ respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said traffic study, preliminary engineering, final design engineering, right of way acquisition, construction, maintenance, per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021); and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for design, right-of-way acquisition, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.

2. Preliminary Engineering. "Preliminary Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:

    a. Surveying and mapping.

    b. Engineering studies and reports

    c. Public involvement process

    d. Environmental reports

    e. Geotechnical information

    f. Drainage designs

    g. Traffic evaluation of various alternatives

    h. Preliminary layouts (30% Plans)

3. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.

4. Plans, Specifications and Award of Contract. The County will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the State in the award of the construction contract to the lowest responsible bidder. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

5. Street Lighting, Trail Lighting and Maintenance Costs. Upon completion of the Project, electrical power necessary for the operation of the streetlights (including roundabout lighting, trail lighting and underpass lighting) and maintenance of the streetlights will be provided in accordance with County policies included in the current adopted 2040 Dakota County Transportation Plan Policy F.17 Street Lighting Maintenance.

6. Right-of-Way. If any easements are necessary for completion of the Project during construction, the County, as the lead agency, will undertake all actions necessary to acquire, including but not limited to, temporary highway right-of-way, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for the Project. The costs of acquiring any necessary right-of-way for the Project, shall be shared based on the County's and City's share of the final construction costs in accordance with the current Dakota County Transportation Plan and Cost Participation policy F.3 Right-of-Way.

7. If necessary, the City shall convey to the County, at no cost, all necessary permanent highway and temporary easements, on forms approved by the County Attorney's office, on all adjacent City-controlled real property for Project purposes. Additionally, if necessary, the City shall convey rights to the County, at no cost, all public

easements, and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs for new appurtenances, and aesthetic elements outside of the right-of-way needed for the highway improvements shall be the responsibility of the City.City Permits. Through this Agreement, the City will permit work to occur within the City's right-of-way as defined in the final plans and specifications for the Project. The County, or its contractors, must secure a city building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by the County. Nothing in this Agreement or any permit issued by the City shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way. The City will process permits for utility work and other activities within the City's right-of-way.

8. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.

9. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.

10. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as new utility installation, utility servicing, improving adjacent streets and access modifications not required by the

project. The City shall be responsible for 100% of the following costs, including design of said elements: utility servicing, improving adjacent streets, and aesthetic enhancements.

11. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) polices F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

    The County will provide funding for the Project in accordance with the adopted cost participation policies in the 2040 Dakota County Transportation Plan, and will apply the following cost splits from policies F.1 through F.19:

    - The costs associated with the CSAH 23 (Cedar Ave) federal mill are 100 percent County cost in accordance with the County cost share policy for pavement preservation projects funded by federal grants.

12. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

    - prior to approval of the appraised values for any necessary right-of-way acquisitions;
    - prior to advertising a construction contract;
    - after bid opening (prior to contract award);
    - during construction if total contract changes exceed $25,000;
    - once per year following the construction season until the Project is complete.

    Project cost estimate updates include actual and estimated costs for Engineering Costs, right-of-way acquisition, utility relocation, construction, and administration.

The parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

13. Payment. The County shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the City or County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

14. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City's appointed representative is Zach Johnson, City Engineer, and the County's appointed representative is Todd Howard, Assistant County Engineer or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

15. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.

16. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2027.

17. Final Acceptance. Final completion of the Project must be approved by both the County and the City.

18. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.

19. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new facilities.

20. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current County and City Maintenance Agreement.

21. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails shall be provided in accordance with the Dakota County 2040 Transportation Plan (July 2021). The County and the City shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the Dakota County 2040 Transportation Plan (July 2021).

22. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability

incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

23. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.

24. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

25. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for

any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

26. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

27. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.

28. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA Erin Laberee, Dakota County Engineer (or successor) 14955 Galaxie Ave. Apple Valley, MN 55124 Office: (952) 891-7100 Erin.Laberee@co.dakota.mn.us	CITY OF LAKEVILLE Zach Johnson City Engineer (or successor) 20195 Holyoke Ave Lakeville, MN 55044 Office: (952) 985-4501 ZJohnson@LakevilleMN.GOV

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

_____ By _____
City Clerk Mayor

Date: _____

(SEAL)

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

_____ By:_____
County Engineer Physical Development Director

Date:_____

COUNTY BOARD RESOLUTION

No. 25-502 Date: October 21, 2025

Attachment A: Dakota County Cost Participation Policies F.1 though F.19

F.1 Cost Participation - Roadway

For cities with populations over 5,000, the county will participate in engineering and construction costs for county highway and associated improvements as defined in Table 4 after deducting federal and state cost participation amounts, for the following cost-shared items, individually or in combination, for projects included in the adopted County CIP:

1. Highway construction.
2. Mitigation required by local, state and federal permits, including accessibility requirements.
3. Eligible storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
4. Replacement or restoration of fences, landscaping, and driveways when affected by construction.
5. Centerline drainage culverts.
6. Existing traffic signals as part of a roadway project.
7. Replace or adjust sanitary sewer, water, and storm sewer systems, if required due to county highway construction.
8. Replace or adjust privately owned public utilities when utilities exist within privately held easements.
9. Eligible water pollution control best management practice items based on the county's share of contributing flows and meeting National Pollution Discharge Elimination System (NPDES) standards such as outlet structures, sedimentation basins and ponds, and temporary erosion control. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.
10. Trail and sidewalks along county highways including pedestrian crossing improvements such as beacons, median refuges and bump outs, and overpasses or underpasses, including the Transportation share of greenway crossings, as deemed necessary by the county for safe accommodation of pedestrians and bicycles in the highway right-of-way.
11. Lighting of sidewalks and trails adjacent to county highways in marked school zones and pedestrian crossings in county highways right-of-way.
12. Transit infrastructure improvements on highways, including bus pullouts, bus shelter pads, and other pedestrian facilities determined necessary to support transit.

The county will be responsible for 100 percent of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, reclamation, or other methods, as part of the final project. Applicable cost share policies will be applied to all other new construction or reconstruction involving excavation, installation, and placement of other new or reconstructed infrastructure. All other maintenance responsibilities not stated within a policy are county responsibilities. This policy (F.1) also is applied to the county highway portion of trunk highway projects.

Investment Goal Activities by County/City Share

Dakota County Highway Cost Share Policy Overview

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as turn lanes, medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	F.3 F.14
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

F.3 Cost Participation - Right-of-Way

For cities with populations over 5,000, the county will participate in the cost of right-of-way for county highway and associated improvements as defined in Table 4 for existing highways where right-of-way is required for:

1. The construction of items described in F.1, (1-11), F.4 (Traffic Signals), and F.13 (Roundabouts) provided city land use decisions have supported right-of-way needs in the corridor.
2. The county's portion of storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
3. The county portion of water pollution control best management practice items based on the county's share of the contributing flows and meeting NPDES standards. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.

F.4 Cost Participation – Traffic Signals

Traffic signals on county highways including construction costs for attached streetlights, interconnection, pre-emption, etc., will be eligible for the following county engineering and construction item participation after subtracting federal and/or state funds as follows:

1. New traffic signal installation, both independent installations or when included with a broader highway project, up to 55 percent county funds.
2. Existing traffic signal replacement or modernization including operational revisions for independent intersection projects such as flashing yellow arrows and pedestrian indications up to the percentage of intersection approach legs under county jurisdiction.
3. 100 percent of traffic signal removals and any directly associated intersection revision construction costs as independent or included in a broader highway project.
4. County standard for signal poles is galvanized. Initial painting and maintenance re-painting costs are aesthetic and is at city cost.

F.5 Cost Participation Involving Federal and State Funds

Subtract from the county eligible project costs, funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, or federal or state grants, with the balance of remaining costs divided according to applicable county policies.

F.6 Cost Participation for Populations Less Than 5,000

Pay all costs for eligible construction and reconstruction for county highway improvements in cities with populations less than 5,000 and all townships.

F.7 Cost Participation for Storm Sewer System Maintenance

Share the cost of city maintenance of the following elements of county transportation facility storm water drainage systems:

1. Roadway catch basins and pipes connecting catch basins to mainline pipes are eligible for up to 80 percent county participation, or the county share of contributing flows, whichever is less.
2. Mainline pipes at a minimum of 20 percent or the county’s share of contributing flows, whichever is greater.
3. Storm water treatment and mitigation facilities based on the county's share of contributing flows.

4. To be eligible for county participation, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide storm water roles and cost responsibilities. These cost share agreements are for actual repair and replacement projects and not for routine maintenance activities such as cleaning.
5. To be eligible for county participation, storm sewer repair and maintenance projects must be included in the currently adopted CIP or be approved by the county prior to incurring costs.

F.8 Multi-Use Trails and Sidewalk Maintenance

Participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the county highway system up to 100 percent. The city is responsible for snow and ice removal. To be eligible for county participation in trails and sidewalks, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

F.9 Transit Capital and Operating

Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

F.10 Tax Increment Financing (TIF) Costs

Subtract from the county eligible project costs, the costs of highway improvements or other highway costs (e.g. turn lanes, traffic controls, etc.), which are, in the determination of the county, the result of tax increment financing plan or an amendment to a TIF plan with the balance of costs divided according to policies. County Board resolution is required for any significant deviation from this policy.

F.11 Township Allotment Fund

As requested by the township and approved by the County Engineer, use the "township allotment" to fund:

1. 50 percent of township road or bridge construction projects.
2. Intersection lighting of county highways, including energy costs. (Energy costs will be submitted on an annual basis.)
3. Sign replacement funding.

F.12 Capital Improvement Program

Annually prepare and review the five-year Transportation, Transportation Sales and Use Tax and Regional Railroad Authority CIP's.

F.13 Cost Participation – Roundabouts

Participate up to 85 percent of the costs for eligible engineering and construction items, including streetlights and other features determined as necessary for operation, for roundabouts as described in Policy F.1. as follows:

- County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- Trunk Highway Intersections: 85 percent for each county leg of the intersection after application of federal and/or state funds.

The county does not participate in strictly aesthetic elements for roundabout projects.

F.14 Cost Participation – Future County Road Segments

At county discretion, participate in the construction and engineering costs in accordance with F.1 for constructing local roadways that are identified as future county highway segments to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards.

F.15 Cost Participation – Small Safety Projects

The county may participate up to 100 percent of the engineering and construction costs of the following project types based on county review or prioritization to improve the safety of the transportation system, provided that they would not otherwise be included in a larger management, replacement and modernization or expansion project, or permit request:

1. Median closures or modifications;
2. Access closures or modifications;
3. Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs;
4. Turn lanes or channelization at the intersection of two county highways;
5. Pedestrian crossing improvements including median refuges, bump outs, and pavement markings;
6. Guardrail Installation; and
7. ADA required safety improvements including curb ramps, sidewalk and bus shelter pads, and sidewalk connections within county highway right-of-way.

F.16 Cost Participation – Local Roadway System

The county may participate up to 85 percent, as defined on Table 4, of the costs for construction of local roadways necessary to directly mitigate physical, safety or operational deficiencies on the county highway system. Actual participation amount shall be based on the quantifiable benefit to the county highway system, as determined by the county based on engineering study. Local roadway construction costs that will be considered include:

1. Costs associated with relocation and construction of portions of the local roadway system to provide for its continuity and operation at a level that approximates its condition prior to construction of a county highway project.
2. Costs associated with improvements necessary to adequately accommodate county highway traffic detoured onto a local roadway during county highway construction.
3. Costs to improve local roadways to adequately accommodate traffic turning from the county highway onto a local roadway due to the addition of turn lanes on the county highway.
4. Costs directly associated with removal or consolidation of existing access to the county highway system.
5. Costs associated with construction of a local roadway that directly mitigates an existing county highway safety or operational issue or directly eliminates or significantly delays the need to expand the county highway system.

F.17 Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities

Participate in the maintenance and power costs for new and replacement traffic signals and standard streetlights as follows. Aesthetically enhanced and decorative streetlights are subject to Policy F.2.

A. New and Replacement

a. Installation (New and Replacement) Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs.
b. Street lighting at roundabouts – The county will be responsible for power costs and maintenance on county-county and state-county intersection roundabouts and the city will be responsible on city-county intersection roundabouts.
c. Street lighting, maintenance and power costs for traffic signals – The county will participate in power costs for traffic signals including the streetlight up to the percentage of intersection approach legs under county jurisdiction. The streetlights must be energy saving and connected to the service cabinet. Street lighting is the luminaire, pole and all wiring located above the signal mast arm. The city is responsible for maintenance of streetlights and all costs for unmetered services. Painting maintenance of streetlights for signals is 100 percent city responsibility.

B. Existing
a. Energy saving light retrofits - The county does not participate. Cities may elect to retrofit streetlights at their cost and by permit through the county.

F.18 County Advanced Funding for City Cost Participation

The county will consider advancing the local share of a project, consistent with adopted county cost participation policies, in the approved CIP's by agreement with the city involved when all the following criteria are met:

1. The county determines there is a need on the county transportation system that should be addressed sooner than city funding allows.
2. The county has the available funds to pay the city cost share at the time the cost will be incurred.
3. The city submits a request to the county explaining the reason(s) for the county to advance fund their share.
4. The plan for city repayment is defined in an agreement between the city and county.
5. County advance funding is limited to a maximum 3-year period.

F.19 Left Turn Lane/Access Permit Process

In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

April 6, 2026 **Item No.**

RESOLUTION AMENDING THE 2025 GENERAL AND CAPITAL FUND BUDGETS

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2025 General and Capital Fund Budgets.

Overview

Since much of the fiscal activity has already occurred, it is appropriate to amend the budget to more accurately reflect actual results. The proposed budget amendments capture two minor changes identified during audit preparations.

These amendments ensure continued compliance with the City's financial policies and provide more accurate representation of operating revenues and expenditures. Detailed explanations for the adjustments are included as part of the exhibits to the resolution.

General Fund	Adopted Budget	3/16/2026 YTD Amended	4/6/2026 Amendment	Final Amended Budget
Revenues	$ 44,006,517	$ 45,287,853		$ 45,287,853
Expenditures	43,493,424	43,640,790	59,977	43,700,767
Excess (Deficiency)	513,093	1,647,063	(59,977)	1,587,086
Other Financing Sources (Uses)	170,000	(1,825,500)	-	(1,825,500)
Net Change in Fund Balance	683,093	(178,437)	(59,977)	(238,414)
Fund Balance, January 1	22,430,446	23,186,629	-	23,186,629
Fund Balance, December 31	$ 23,113,539	$ 23,008,192	-	$ 22,948,215

The Adopted Budget January 1, 2025 fund balance was based on estimates from the prior year. The Final Amended Budget reflects the actual fund balance on January 1, 2025.

Supporting Information

- Resolution
    - Exhibit A: General and Capital Fund Budget Amendment detail

Financial Impact: $ 0 **Budgeted:** Y☐ N☐ **Source:** Various
Related Documents: (CIP, ERP, etc.): 2025 Budget
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: *Julie Stahl, Finance Director*

CITY OF LAKEVILLE

RESOLUTION NO. _____

Resolution Amending the 2025 General and Capital Fund Budgets

BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota as follows:

1. The 2025 budget for the General Fund is hereby amended for the fiscal year ending December 31, 2025 as per Exhibit A, as attached hereto.

2. The 2025 budgets for the Capital Funds are hereby amended for the fiscal year ending December 31, 2025 as per Exhibit A, as attached hereto.

ADOPTED by the Lakeville City Council this 6th day of April, 2026.

_____
Luke M. Hellier, Mayor

_____
Ann Orlofsky, City Clerk

4/1/2026		BUDGET AMENDMENT REPORT FOR CITY OF LAKEVILLE			EXHIBIT A
Fund/Dept	Category	POST DATE	REF #	DESCRIPTION	CHANGE TO BUDGET INCRS/(DECRS)
1000.1130 (Gen-CH)	Exp - Capital Outlay	12/31/2025	3842	EQUIPMENT FOR CITY HALL (in CIP)	59,977
4200.7413 (Park Dedic)	Exp -T/O to Capital	12/31/2025	3863	SPYGLASS SHADE STRUCTURE (reimb bond proceeds)	14,120
4720.5413 (Park CapImp)	Rev - T/I to Capital	12/31/2025	3863	SPYGLASS SHADE STRUCTURE (reimb bond proceeds)	14,120
				NET BUDGET AMENDMENT TOTAL	**$ 59,977**

Date: 4/6/2026

Lakeville Police Department 2026 Final Body Worn Camera (BWC) Audit Report

Proposed Action
Staff recommends adoption of the following motion: Move to review and accept the Lakeville Police Department's 2026 BWC Audit Report

Overview
In compliance with MN State Statutes 13.825 and 626.5473, we have recently conducted our biennial audit of our Body Worn Camera (BWC) program. The audit was performed by Lynn Lembcke Consulting on February 19th, 2026. There were no issues or discrepancies noted. We are required to notify the following Commissions and Committees and provide copies of the audit, which was completed on March 16th, 2026.

-MN Legislative Commission on Data Practices and Personal Data Privacy
-MN House Judiciary Finance & Civil Law Committee
-MN House Public Safety Finance & Policy Committee
-MN Senate Judiciary & Public Safety Committee

We are required to submit the report to our City Council, which is the purpose of this report. The audit is attached for your review. No further action is required by the Council.

Supporting Information
1. 2026 BWC Audit Report - Lakeville PD

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Brad Paulson, Cheif of Police

INDEPENDENT AUDIT REPORT

Chief Bradley Paulson
Lakeville Police Department
9237 183rd St. W.
Lakeville, MN 55044

Dear Chief Paulson:

An independent audit of the Lakeville Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on February 19, 2026. The objective of the audit was to verify Lakeville Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Lakeville Police Department is located in Dakota County, Minnesota and employs seventy-three (73) peace officers. The Lakeville Police Department utilizes Axon body-worn cameras and utilizes Evidence.com cloud-based evidence management storage. The audit covers the time period February 13, 2024 through February 13, 2026.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Lakeville Police Department BWC data is presumptively private. All BWC data collected during the audit period is classified as private or nonpublic data. The Lakeville Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Lakeville Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign metadata, including an Evidence.com category, to the recording. Each category has an associated retention period. Upon reaching its retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

An Evidence Created Report consisting of all BWC data collected and deleted during the audit period was produced from Evidence.com. Records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. All records were deleted or maintained in accordance with the record retention schedule. All records were retained for at least the minimum ninety (90) days required by statute. Randomly selected audit trail reports were compared to the Evidence Created Report and each record was deleted or maintained in accordance with the record retention.

During the audit period, the Lakeville Police Department had received one request from a data subject to retain BWC data beyond the applicable retention period.

Police Sergeants and Administrative Services monitor BWC data for proper categorization to ensure data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a JustFOIA online request or a Lakeville Police Department Data Request Form. During the audit period, the Lakeville Police Department received no requests to view BWC data but did receive and fulfill requests for copies of BWC video from data subjects. Data subjects who had not consented to release of the date were redacted. A copy of the redacted video is stored in Evidence.com along with the original copy. Data requests are documented in JustFOIA and the Evidence.com Sharing Audit Report.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Lakeville Police Department's BWC inventory consists of ninety-four (94) devices. An inventory report produced from Evidence.com detailed the number of recording devices owned and maintained by the agency. The inventory included the device model, serial number, device name, officer assigned to the device, date of last upload, device status, error status, firmware version, warranty date, date last docked, and camera state.

The Lakeville Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to ensure the BWC is in good working order prior to going into service. If the BWC is not in working order or the officer becomes aware of a malfunction at any time, they are required to report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable.

Peace officers were trained on the use of BWCs, policy, and statute during implementation. Newly hired officers are trained as part of their field training program.

Officers working on randomly selected dates and randomly selected calls for service were verified against the Evidence Created Report and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs. A review of the total number of BWC videos created per quarter and a comparison to calls for service shows that BWC data is being consistently collected.

Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted.

The Lakeville Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC video is fully deleted from Evidence.com upon reaching its scheduled deletion date. Metadata and audit trails are maintained in Evidence.com after deletion of BWC video and audio. BWC data is available upon request, and access may be requested by submission of an online JustFOIA or Lakeville Police Department Data Request Form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Lakeville Police Department's BWC policy states that law enforcement officers are prohibited

from using personally owned recording devices while on duty except in case of emergency.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Sergeants conduct reviews of BWC videos to ensure BWC data is properly labeled and that BWCs are being utilized in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Permissions are based on staff work assignments. Roles and permissions are administered by the Business Manager and the Records Compliance Specialist. Access to Evidence.com is password protected and requires dual authentication.

The agency's BWC policy governs access to BWC data. Authorized personnel may access BWC data in compliance with policy and the Minnesota Data Practices Act. Access to BWC data is captured in the audit trail. The BWC policy states that the unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to MSS 13.09.

When BWC data is deleted from Evidence.com, its contents cannot be determined. The Lakeville Police Department has had no security breaches. A BCA CJIS security audit was conducted in March of 2023.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Lakeville Police Department's BWC policy governs the sharing of BWC data. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes and with prosecutors, courts, and other criminal justice agencies as provided by law. Law enforcement agencies seeking access to BWC data are required to submit a written request. BWC data is shared via secure electronic sharing within Evidence.com. Sharing of data is captured in the audit trail. The audit trails and the Evidence.com Sharing Audit Report provide documentation of shared data.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence Created Report document the date and time portable recording system data were collected and deleted. All BWC data collected during the audit period is classified as private or nonpublic data. The audit trails, Sharing Audit Report, and JustFOIA document how the data are used and shared. The audit trail is maintained in Evidence.com after deletion of BWC video.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The City of Lakeville held community meetings to solicit for public comment. The Lakeville City Council held a public hearing at their July 15, 2019, meeting and approved the BWC policy and purchase of a body worn camera system. The body worn camera system was implemented October 1, 2019.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

The Lakeville Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3(b). The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Lakeville and Lakeville Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: March 12, 2026

Lynn Lembcke Consulting

Lynn Lembcke

Date: 4/6/2026

Agreement with Blue Water Science for Professional Services for Lake Management

Proposed Action
Staff recommends adoption of the following motion: Move to approve an agreement with Blue Water Science for professional services associated with the City's lake management program.

Overview
Each year, the City completes a range of lake montioring, aquatic plan surveys, and aquatic invasive species (AIS) management activities across Lakeville's public waters. These services provide the baseline data and targeted assessment needed to guide lake management decisions, support water quality goals, and meet expectations from lake associations and residents.

Blue Water Science submitted project scope and cost proposals covering both general lake management activities and AIS-specific surveys. The proposals outline work on East, Lee, Marion, Orchard and Valley Lakes, as well as stormwater management basin sampling and education/outreach components. Identified tasks include aquatic plant surveys, fish surveys, AIS delineations and assessments, lake montioring and annual reporting. Total estimated costs for the general lake management work is $26,250 for 2026. AIS-specific survey work across East, Kingsley, Marion and Orchard Lakes totals $17,950 for 2026.

The professional services agreement establishes the project term (April 2026 to February 2027) and incorporates the full work plans. The estimated cost for all services performed under the contract is $44,200.

Supporting Information
1. 2026 Lakeville Lake Management Projects

Financial Impact: $44,200 **Budgeted:** Yes **Source:** Utility Fund - Env. Resources
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Maria Friedges, Environmental Resources Specialist

550 South Snelling Ave
St. Paul, MN 55116

651.690.9602
mccomas@pclink.com

QUOTE
2026 Lakeville Projects

Date: March 11, 2026

To: Maria Friedges, City of Lakeville
From: Steve McComas, Blue Water Science

East Lake

Activity	Timeline	Description	Budget
Aquatic plant point intercept survey	July December	Conduct a summer aquatic plant point intercept survey for native plants. Submit report of findings to City staff no later than December 31.	$1,100
Fish survey	September-October	Conduct a trapnet survey and check fish population status in regard to water quality. Prepare a fish management report.	$3,600
Lake monitoring	May - June July September	Monitor for dissolved oxygen and temperature profile in north end and in south end of East Lake when conducting a curlyleaf pondweed delineation (April-May), aquatic plant survey (July), and fish survey (fall).	$150
Algaecide treatments	Summer	Coordinate with PLM on algaecide treatments.	No charge
Annual East Lake review.	May - February	Incorporate CAMP Lake water quality data for 2026. Update historical aquatic plant and water quality data. Update AIS activities including carp results. Incorporate fish survey results and discuss fish management approaches for East Lake. Submit to City staff by February 28, 2027.	$1,900
		Total	**$6,750**

Lee Lake

Activity	Timeline	Description	Budget
Aquatic plant surveys	June July December	Conduct early season aquatic plant point intercept survey. Conduct late season aquatic plant point intercept survey. Submit report of findings to City staff no later than December 31.	$2,000
Lake monitoring	May - June July September	Monitor for dissolved oxygen and temperature profile in the middle of Lee Lake when conducting an early season aquatic plant point intercept survey (June) and a late season aquatic plant point intercept survey (July). Algae coverage will be noted.	$150
Fish stocking	Early season Late season	In early season, stock 1 year old largemouth bass. In late season stock, fingerlings largemouth bass. Set-up stocking delivery logistics.	$250
Annual Lake Lee review	May - February	Incorporate CAMP Lake water quality data for 2026. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Incorporate fish stocking data and make lake management recommendations. Submit to City staff by February 28, 2026.	$2,200
		Total	**$4,600**

Continued on following page

Lake Marion

Activity	Timeline	Description	Budget
Annual Lake Marion review	May - February	Incorporate CAMP Lake water quality data for 2026. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Submit to City staff by February 28, 2026.	$2,400
		Total	**$2,400**

Orchard Lake

Activity	Timeline	Description	Budget
Total phosphorus samples in aeration pond	June - September	Collect a total phosphorus sample from the aeration pond adjacent to Orchard Lake monthly from June to September. Update Orchard Pond water quality over the years.	$900
Annual Orchard Lake review	May - February	Incorporate CAMP Lake water quality data for 2026. Update historical aquatic plant and water quality data. Update AIS activities for CLP, EWM, and zebra mussels. Also discuss shoreland inventory results and make lake management recommendations. Submit to City staff by February 28, 2026.	$2,300
		Total	**$3,200**

Valley Lake

Activity	Timeline	Description	Budget
Aquatic plant surveys	June	Conduct early season aquatic plant point intercept survey.	$1,400
	July - August	Conduct late season aquatic plant point intercept survey.	
	December	Submit report of findings to City staff no later than December 31.	
Annual Valley Lake review	May - February	Incorporate CAMP Lake water quality data for 2026. Update historical aquatic plant and water quality data. Update AIS activities for CLP and EWM. In addition, evaluate impact of watershed P loading and other possible P loading sources to Valley Lake. Submit to City staff by February 28, 2026.	$1,600
		Total	**$3,000**

Stormwater Pond Sampling

Activity	Timeline	Description	Budget
Stormwater Pond Sampling	36 monitoring dates (Jun and Aug)	Establish a baseline data set of 4 key stormwater ponds for future evaluation/experimentation (assessing performance) sampling for DO/Temp, TP, and plants. A meeting with the University of Minnesota to discuss which ponds would meet the requirements for their study.	$4,900
		Total	**$4,900**

Education and Outreach

Activity	Timeline	Description	Budget
Project update	May - September	Provide City staff monthly project updates.	$600
Participation in City events	April - August	Present at 2 City meetings/events (Lake Marion Annual meeting and Earth Day/Watershed Clean-up Day).	$800
		Total	**$1,400**

Continued on following page

Project Cost Summary

	2026 Quote
East	$6,750
Lee*	$4,600
Marion	$2,400
Orchard	$3,200
Valley	$3,000
Stormwater Pond Sampling	$4,900
Education and Outreach	$1,400
Total Quote	**$26,250**

*Cost of fish stocking from the vendor not included in this quote. It would be a separate cost up to $3,000.

550 South Snelling Ave
St. Paul, MN 55116

651.690.9602
mccomas@pclink.com

QUOTE
2026 Lakeville Aquatic Invasive Species Projects

Date: March 11, 2026

To: Maria Friedges, City of Lakeville
From: Steve McComas, Blue Water Science

East Lake

Activity	Timeline	Description	Budget
Curlyleaf pondweed (CLP) delineation	April - May	Conduct a meander survey to delineate for CLP and any other aquatic plants.	$750
CLP assessment.	June	Conduct early season aquatic plant point intercept survey that serves as a CLP assessment. Create map of growth extent and provide to City staff. Submit to City staff by December 15, 2026.	$850
		Total	**$1,600**

Kingsley Lake

Activity	Timeline	Description	Budget
General AIS Searches.	May - September	Conduct AIS searches for curlyleaf pondweed, Eurasian watermilfoil, zebra mussels, starry stonewort, rusty crayfish, etc.) twice during the summer. Searches will be conducted by a meander survey around the lake. Submit to City staff by December 15, 2026.	$1,900
		Total	**$1,900**

Continued on following page

Lake Marion

Activity	Timeline	Description	Budget
General AIS Searches.	June - September	Conduct monthly AIS searches (zebra mussels, starry stonewort, spiny waterflea rusty crayfish, etc.) at the following locations: - Public boat access, - Casperson Park frontage/rock point, - Public fishing piers, and - Shoreline north of public access.	$1,000
Curlyleaf pondweed (CLP) delineation.	April - May	Delineate CLP growth. Create map and shapefiles of treatable areas and provide to City and treatment contractor.	$1,300
CLP assessment.	June	Conduct early season aquatic plant survey (full transect survey) that serves as a CLP assessment. Create map of growth extent and provide to City staff.	$1,350
Eurasian watermilfoil (EWM) delineation.	June	Delineate EWM plant growth. Create map of growth extent and provide to City staff and treatment contractor. Provide results to City staff.	$1,350
EWM assessment.	August-September	Assess post-treatment plant growth of EWM and native plants using a line transect survey. Include results in aquatic plant survey report to be submitted by December 15, 2026.	$2,500
		Total	**$7,500**

Orchard Lake

Activity	Timeline	Description	Budget
General AIS Searches.	June - September	Conduct monthly (June-September) AIS searches (zebra mussels, starry stonewort, spiny waterflea, rusty crayfish, etc.) at the following locations: - Public boat access, and - Swimming beach.	$800
Curlyleaf pondweed (CLP) delineation.	April-May	Delineate CLP growth. Create map of potential treatment areas and provide to City and treatment contractor.	$950
CLP assessment.	June	Conduct early season aquatic plant transect survey. Assess CLP.	$1,000
Eurasian Watermilfoil (EWM) delineation.	June	Delineate EWM plant growth. Create map of potential treatment areas and provide to City staff and treatment contractor.	$1,000
EWM assessment.	August-September	Assess post-treatment plant growth of EWM and native plants. Use a point intercept survey combined with a meander survey. Include results in aquatic plant survey report to be submitted by December 15, 2026.	$3,200
		Total	**$6,950**

Aquatic Invasive Species Cost Summary

	Quote
East	$1,600
Kingsley	$1,900
Marion	$7,500
Orchard	$6,950
Total	**$17,950**

Date: 4/6/2026

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

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

Overview
At the February 17, 2026 City Council meeting, a public hearing was held to consider a request to vacate right-of-way within the Deer Park Plat. The property owner of 16535 Laigle Avenue requested that the City vacate the perimeter right-of-way surrounding the property.

During the public hearing, a resident expressed concern regarding the proposed vacation of the Vine Street portion noting it could limit future access options to the undeveloped property to the west. In response, the applicant agreed to remove the Vine Street segment (north side of the property) from the current vacation request.

The Deer Park Plat was recorded in 1887 and the City does not have any public infrastructure within the plat. Staff has determined there is no current or future public need for this right-of-way and finds the request acceptable.

In conjunction with the proposed vacation, staff has coordinated with the property owner to dedicate road easements along Laigle Avenue. Currently, portions of Laigle Avenue lack formal easement coverage where the roadway exists. Signed copies of the permanent easements for public roadway and utilities along Laigle Avenue are at the City attorneys office.

Supporting Information
1. Vacation resolution and dedication of easements along Laigle Avenue

Financial Impact: N/A **Budgeted:** No **Source:**
Envision Lakeville Community Values: Design that connects the community
Report Completed by: Paul Oehme, Public Works Director

(Reserved for recording)

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION VACATING DEDICATED RIGHTS OF WAY

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

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

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

1. The Easements legally described on the attached Exhibit "A" and depicted in Exhibit "B" are hereby vacated subject to the Additional Easements being granted to the City and recorded simultaneously with this Resolution. following properties are combined as a single lot prior to recording this Resolution: PIDs 22-19900-01-300 and 22-19900-01-020.

2. The vacation shall not affect the authority of any person, corporation, or municipality owning or controlling the electric or telephone poles and lines, gas lines, sanitary and storm sewer lines, water pipes, mains, hydrants, and natural drainage areas thereon or thereunder, to continue to maintain the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereof.

3. The City Clerk is directed to file a certified copy of this Resolution with the Dakota County Recorder subject to the condition identified in 1(a) of this Resolution.

ADOPTED this _____ day of _____, 2026, by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

I hereby certify that the foregoing Resolution No. _____ 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 ___ day of _____, 2026 as shown by the minutes of said meeting in my possession.

_____
Ann Orlofsky, City Clerk

(seal)

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

EXHIBIT "A"

EASEMENTS TO BE VACATED

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

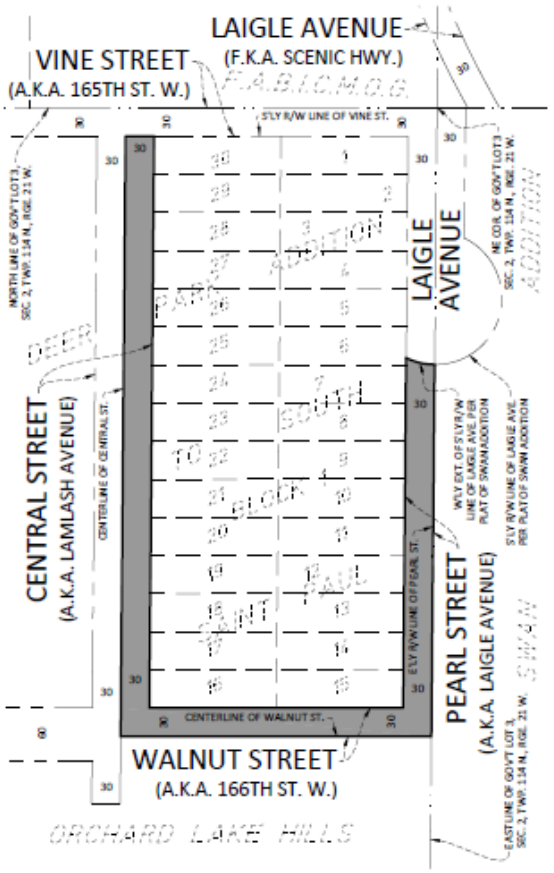
AND

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

AND

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

EXHIBIT "B"



LEGEND

PROPOSED ROADWAY VACATION

F.A.B.I.C.M.O.G. FOURTH ADDITION TO BENHAM INVESTMENT COMPANY'S MINNESOTA ORCHARD GARDENS

SURVEYOR'S CERTIFICATION

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

Eric R. Wilfahrt
License Number 46166

09/29/2025
Date

REVISED: DESCRIPTION & GRAPHIC 03/16/2026

PROPOSED VACATION DESCRIPTION

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

AND

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

AND

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

SURVEYOR'S NOTES

1. This exhibit was prepared without benefit of either a title insurance commitment or an attorney's title opinion. Research has been limited to a cursory review of record information, as shown hereon.
2. This exhibit was prepared with GIS information provided by the city of Lakeville.
3. No survey work was performed, on the ground, for this exhibit.
4. Orientation of the bearing system used for this exhibit is based on the NAD 83(1986 adjustment) coordinate projection for Dakota County, Minnesota.

VACATION EXHIBIT LAKEVILLE, MN 55044	PARTS OF: VINE STREET, PEARL STREET, WALNUT STREET & CENTRAL STREET
BOLTON & MENK 12224 NICOLLET AVENUE BURNSVILLE, MN 55337 (952) 890-0509	FOR: CITY OF LAKEVILLE

©Bolton & Menk, Inc. 2026, All Rights Reserved

JOB NUMBER: 25X.139501 FIELD BOOK: DRAWN BY: NJL S2-T114-R21-31

EXHIBIT "C"

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

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

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

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

GRANTORS:

_____
Darren B. Schmitt

_____
Elizabeth M. Schmitt

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

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

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

Easement Description

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

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

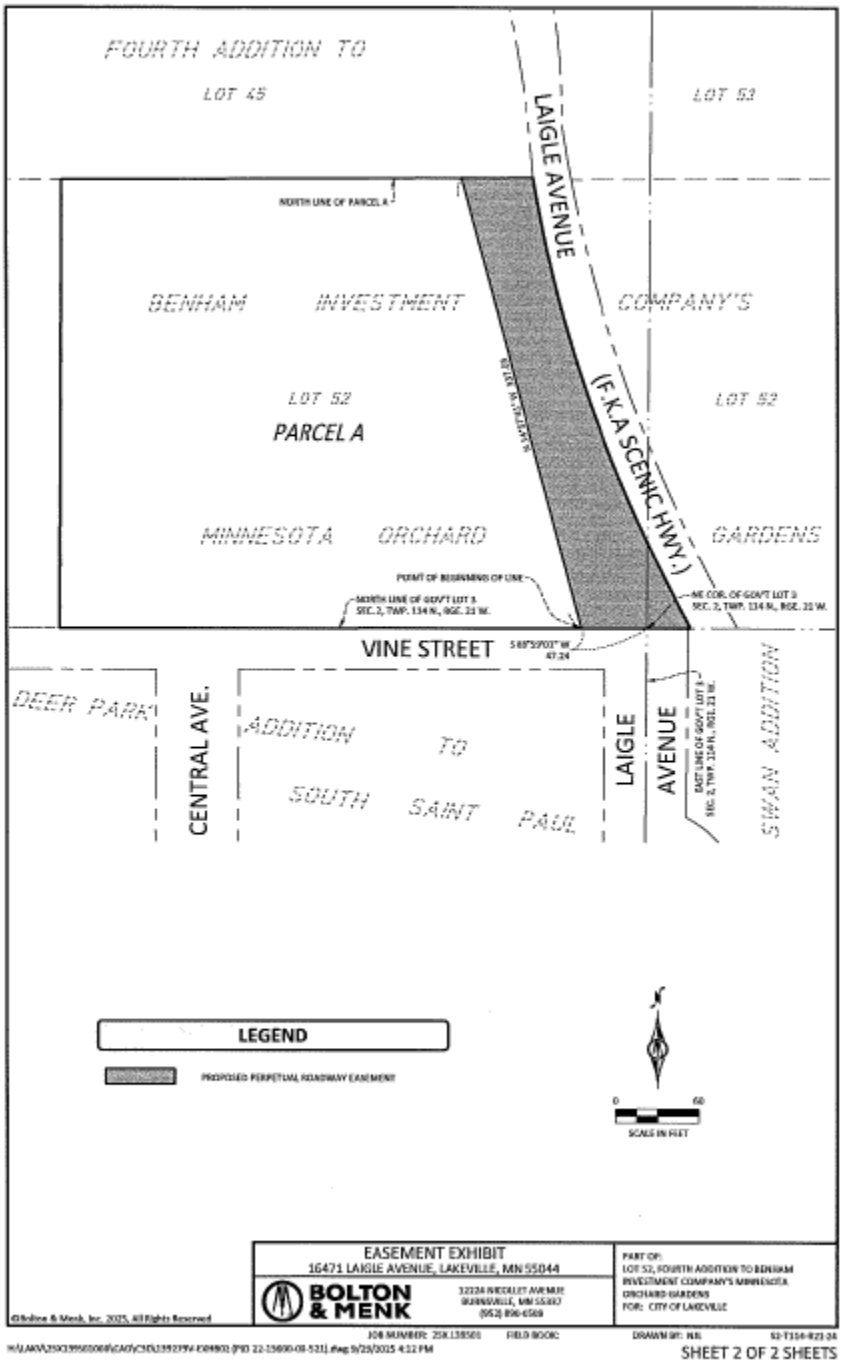
Parcel A

(Warranty Deed Doc. No. 3229913)

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

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT

Easement Depiction



237781v3

EXHIBIT "D"

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

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

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

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

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

GRANTORS:

_____
Darren B. Schmitt

_____
Elizabeth M. Schmitt

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

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

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

Easement Description

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

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

AND

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

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

Parcel A
(Certificate of Title No. 115013)
Land situated in the County of Dakota and State of Minnesota

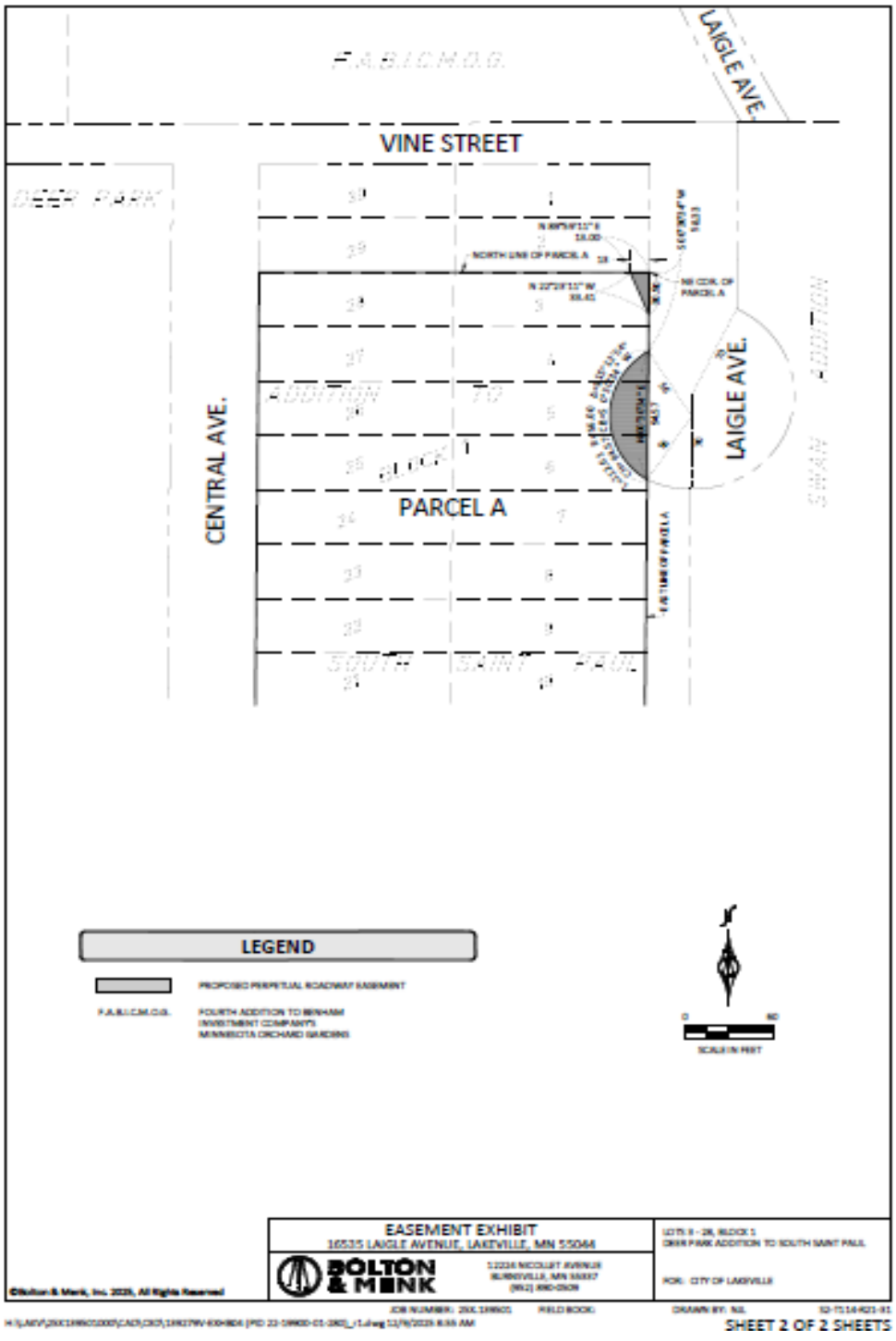
Lots Seven (7) to Twenty four (24) inclusive, Block One (1) all in Deer Park Addition to South Saint Paul, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said County and State.

AND

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

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT

Easement Depiction



237781v3

EXHIBIT "E"

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

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

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

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

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

GRANTORS:

_____
Darren B. Schmitt

_____
Elizabeth M. Schmitt

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

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

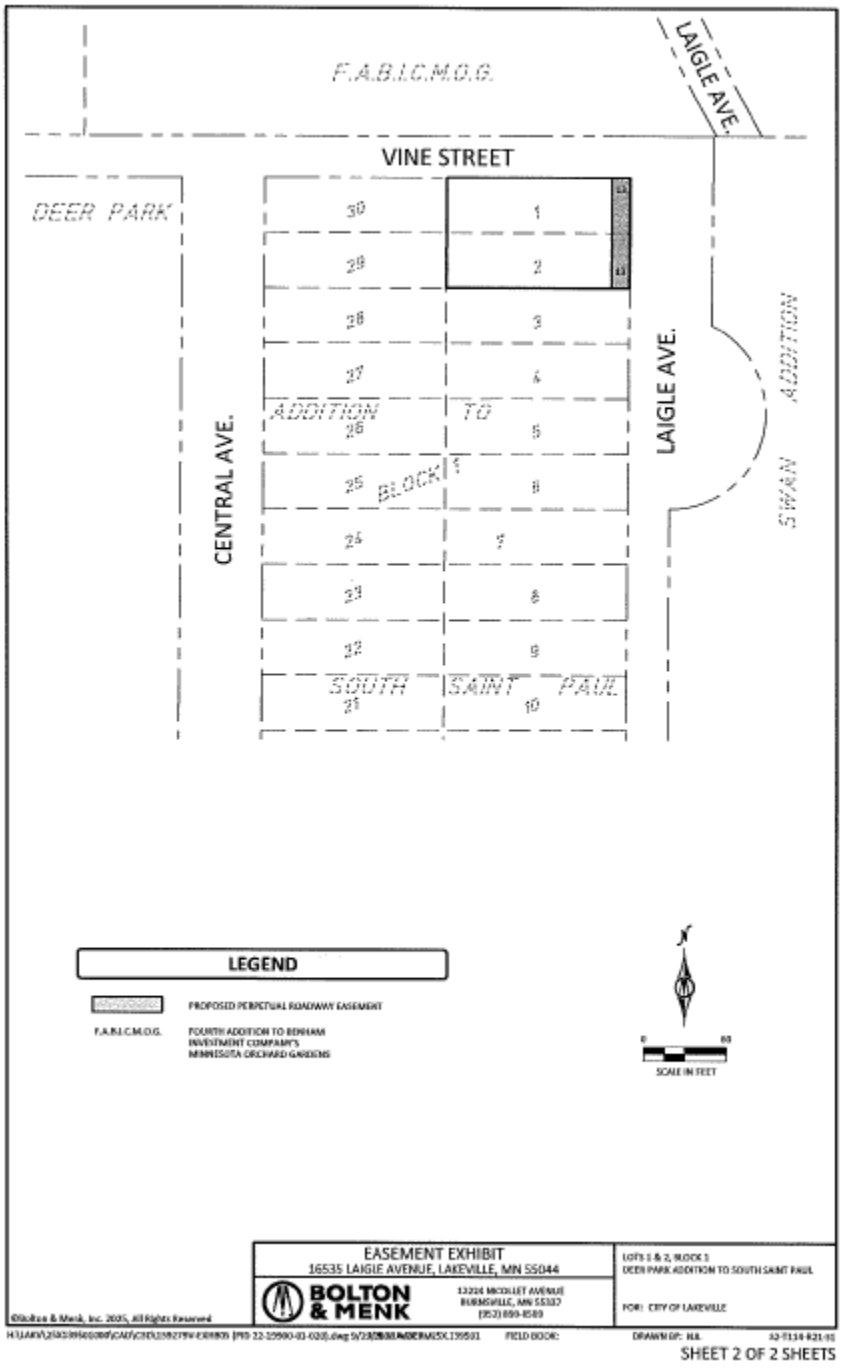
EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT

Easement Description

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

EXHIBIT "B"
TO
GRANT OF PERMANENT EASEMENT

Easement Depiction



Date: 4/6/2026

Contract for Roadway Surface Seal Improvements

Proposed Action
Staff recommends adoption of the following motion: Move to award a contract to Corrective Asphalt Materials, LLC for the 2026 Surface Seal Project, City Project 26-12.

Overview
Annually, the City programs surface sealing projects in the Capital Improvement Program (CIP) as part of its overall pavement management strategy. The 2026 surface sealing project proposes treating approximately 17.2 miles of residential roadways throughout Lakeville. These roadways have been recently rehabilitated or newly constructed and have an Overall Condition Index (OCI) of approximately 90 or higher, making them strong candidates for seal coat application.

Surface sealing helps protect newly paved roadways from premature aging and deterioration. The product proposed for use in 2026, consistent with prior years, is Reclamite—a pavement rejuvenator that penetrates and seals the asphalt surface, helping to extend pavement life.

On March 19, 2026, at 10:30 a.m., the City received one bid for City Project No. 26-12. Corrective Asphalt Materials, LLC submitted a bid in the amount of $358,400. The Engineer's Estimate for the project is $368,000, with a programmed budget of $375,000. Corrective Asphalt Materials, LLC has successfully completed similar work for the City in past years and their performance has been satisfactory. Staff has reviewed the bid and recommends award of the construction contract.

Supporting Information
1. Contract - Corrective Asphalt
2. 2026 Surface Seal Overall Map

Financial Impact: $358,400 **Budgeted:** Yes **Source:** Pavement Management Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Steve Ferraro, Public Works Coordinator

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and

Corrective Asphalt Materials ("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: 2026 Surface Seal Project, City Project No. 26-12.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project will include bituminous surface sealing consisting of application of a maltene-based asphalt rejuvenating agent and sweeping up after.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the City of Lakeville City Engineer.

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: Dates*

A. The Work will be started no earlier than **July 13, 2026,** and shall be substantially completed on or before **August 29, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include fully cured pavement sealant application applied to all streets, sweeping, and any other work necessary such that all streets can be opened to traffic.

B. The Work will be final completed on or before **September 4, 2026.**

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 and other losses if the Work is not completed and Milestones not achieved 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. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
2. Failure to complete sealant applications and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.

4. 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

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) Three Hundred Fifty Eight Thousand, Four Hundred and 00/100 dollars ($358,400.00).

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.

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.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

B. 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.

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

D. Contractor has 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.

E. 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.

F. 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.

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 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.

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. 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.

K. 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.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds.
   a. Maintenance bond (pages 1 to 2, inclusive).
5. General Conditions (pages 1 to 71, inclusive).
6. Supplementary Conditions (pages 1 to 14, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: 2026 Surface Seal Project
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 5, inclusive).
    b. Non-Collusion Affidavit
    c. Responsible Contractor Verification and Certification Form
11. 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. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.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 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *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.

10.03 *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.

10.04 *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.

10.05 *Contractor's Certifications*

A. 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.

B. 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.

10.06 *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.

10.07 *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.

10.08 *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.

10.09 *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.

10.10 *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.

10.11 *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 April 6th, 2026 (which is the Effective Date of the Contract).

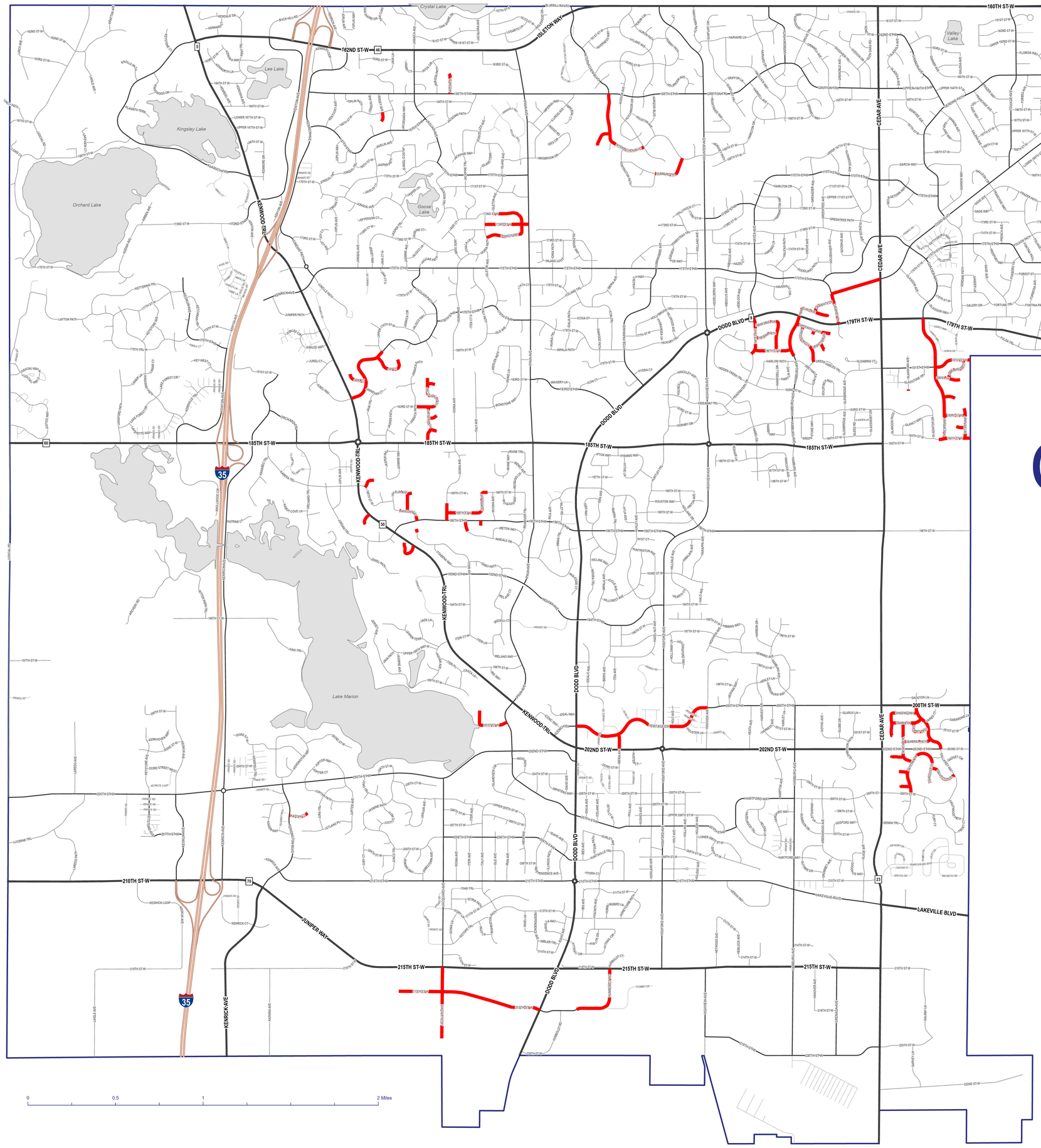
Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:	CONTRACTOR:
_____	Corrective Asphalt Materials, LLC
By: _____	By: Michael W. Zgola
Title: _____	Title: General Manager
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Mun N. Sta
Title: _____	Title: Bids and Contracts
Address for giving notices:	Address for giving notices:
_____	300 Daniel Boone Trail
_____	South Roxana, IL 62087
_____	_____
	License No.: _____ *(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 this Agreement.)

City of Lakeville
2026 Surface Seal

— Planned for 2026



Date: 4/6/2026

Temporary on-sale liquor license to Dakota Curling Club

Proposed Action
Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to Dakota Curling Club.

Overview
The Dakota Curling Club will host a curling tournament May 1-3, 2026. They are seeking a temporary liquor license for this event to serve alcoholic beverages in a fenced-in area. Dakota Curling Club will provide security to identify and wrist band those of legal age to consume alcohol. They will monitor the entrances to ensure that alcohol is not taken out of the designated area.

Supporting Information
None

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Ann Orlofsky, City clerk

Date: 4/6/2026

Heritage Commons 12th Addition Final Plat

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution approving the Heritage Commons 12th Addition final plat.

Overview
CA Commercial Development, submitted an application for a final plat to be known as Heritage Commons 12th Addition for one commercial lot. The property to be platted is located north of 202nd Street (CSAH 50), east of Idealic Avenue and south of Heritage Drive. The site plan proposes one building with two convenience restaurants, one of the restaurants includes a drive-through. The property is zoned PUD, Planned Unit Development, with and underlying zoning of C-3, General Commercial District.

A development contract and stormwater maintenance agreement is required for the proposed site improvements. City staff have determined that Heritage Commons 12th Addition final plat and development plans are consistent with the approved preliminary plat and complies with Subdivision and Zoning Ordinance requirements.

Supporting Information
1. Resolution-Development Contract-Stormwater Agreement
2. Planning Report- Exhibits - Engineering Report

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE FINAL PLAT OF HERITAGE COMMONS 12TH ADDITION

WHEREAS, the owner of the property described as **HERITAGE COMMONS 12TH ADDITION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission 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. **HERITAGE COMMONS 12TH ADDITION** final plat is approved subject to the development contract and security requirements.

2. The Mayor and City Clerk are hereby authorized to sign the development contract, the final plat mylars, and stormwater maintenance agreement.

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 6th day of April 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, 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 **6th** day of **April 2026** as shown by the minutes of said meeting in my possession.

_____
Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

HERITAGE COMMONS 12TH ADDITION

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

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***HERITAGE COMMONS 12TH ADDITION*** (referred to in this Contract as the "plat") and site plan for Lot 1, Block 1, of the plat ("Site Plan"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

> Outlot A, Heritage Commons 9th Addition, Dakota County, Minnesota, according to the recorded plat thereof.
>
> [To be platted as Heritage Commons 12th Addition, Dakota County, Minnesota.]

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

$38,002.00	x 2%	= $760.04
Grading Cost Heritage Commons 12th Addition	2026 Rate	MS4 Administration Fee Heritage Commons 12th 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 final establishment of the ground cover or temporary stabilization approved by the City, 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 building pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of Occupancy 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 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 the Certificate of Occupancy.

Prior to the release of the grading and erosion control security, the "as-constructed" plan for the lot 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-constructed" grading plan is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the grading, erosion control and "as-constructed" grading plan, the security, less any draw made by the City, shall be released.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G

specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

A certified as-built building pad survey must be submitted and approved for commercial, industrial or institutional developments prior to issuance of a building permit.

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

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 AND CONSTRUCTION OBSERVATION.

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 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.

19. STORM SEWER. The Developer shall construct one privately owned and maintained underground stormwater infiltration system within Lot 1, Block 1, Heritage Commons 12th Addition.

The Developer shall enter into a stormwater maintenance agreement with the City in a recordable form approved by the City for the underground stormwater system prior to the recording of the final plat. The underground stormwater system must provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements in compliance with City ordinance requirements.

The Developer shall submit a plan-set that conforms to all city stormwater ordinances prior to issuance of a Conditional Use Permit. The construction of utility service shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid by the Developer with the final plat, calculated as follows:

56,407 s.f. Net Area of Heritage Commons 12th Addition [h]	x $0.250/s.f. 2026 Rate	= $14,101.75 Storm Sewer Charge Required With Heritage Commons 12th Addition

20. SANITARY SEWER. The site is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

Existing 8-inch sanitary sewer extends into the parcel from Heritage Drive on the northeast portion of the parcel. The Developer shall construct privately owned and maintained 6-inch sanitary sewer to provide service to the development.

The Developer must pay the Sanitary Sewer Availability Charge with the building permit application.

21. WATERMAIN. Existing 8-inch watermain extends into the parcel from Heritage Drive on the north portion of the parcel. The Developer shall construct 2-inch privately owned and maintained watermain to provide services to the development.

22. SITE PLAN. A Site Plan was submitted for Lot 1, Block 1, Heritage Commons 12th Addition. The Site Plan includes the construction of one building with two convenience restaurants with a drive through. A conditional use permit for the drive through was approved on February 17, 2026.

The drive through starts along the north side of the building and continues around the west side. The drive through lane includes the minimum of 180 feet of segregated vehicle stacking lane from the service window.

Access to the site will be from Heritage Drive. There will also be an internal access between the commercial uses on the east and west sides of the property. The Developer shall provide a private shared driveway access agreement in a recordable form approved by the City for recording with the final plat for the shared access between the parcels in Heritage Commons 8th Addition (Tires Plus) and Heritage Commons 9th Addition.

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

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

25. STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses with the final plat, calculated as follows:

381.7 Feet Total Front Footage Heritage Commons 12th Addition	x $0.2974 2026 Rate per Front Footage per Quarter	x 4 Quarters	= $454.07 Streetlight Operating Fee Heritage Commons 12th 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:

1 unit	x $64.00/unit	x 4.2	= $268.80
Total Units Heritage Commons 12th Addition	2026 Rate	Utility Factor	Environmental Resources Fee Heritage Commons 12th Addition

27. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $35,593.45 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

At least twenty-five (25) percent of Lot 1, Block 1 shall remain as greenspace, including trees, shrubbery, plantings or fencing. The site plan identifies that twenty-five (25) percent of the site is greenspace, in compliance with the greenspace requirements of the Zoning Ordinance for convenience food uses.

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the March 16, 2026, Planning Report, and March 16, 2026, Engineering Report.

B. The Developer is responsible for any requirements stipulated by Dakota County in regard to 202nd Street (CSAH 50).

C. The site and buildings shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.

D. All signs shall comply with Zoning Ordinance requirements. The Planning Department shall issue a sign permit prior to the installation of any signs.

E. Site lighting shall not glare onto public streets and shall not exceed one-foot candle at the property line. A photometric lighting plan shall be submitted for Lot 1, Block 1, prior to issuance of a building permit.

F. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

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

H. The Developer shall install the trash and recycling enclosure located near the entrance of the drive through. The enclosure must comply with code requirements, including a maintenance-free gate.

I. 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 $100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: one (1) lot/outlot 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.

J. 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 $90.00.

K. 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.

L. The Developer shall submit as-built record drawings following the completion of the project to be constructed on the Subject Property.

29. 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 $152,417.24. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:	
A. Sanitary Sewer Connection	$5,000.00
B. Watermain Connection	5,000.00
C. Storm Sewer/Draintile Connection	5,000.00
D. Underground Stormwater System	80,000.00
D. Grading, Erosion Control and Vegetation Establishment	9,685.00
CONSTRUCTION SUB-TOTAL	**$104,685.00**
OTHER COSTS:	
A. Developer's Design (3.0%)	$3,140.55
B. Developer's Construction Survey (2.5%)	2,617.13
C. City Legal Expenses (Est. 0.5%)	523.43
D. City Construction Observation (Est. 5.0%)	5,234.25
E. City Record Drawings (0.5%)	523.43
F. Lot Corners/Iron Monuments	100.00
G. Landscaping	35,593.45
OTHER COSTS SUB-TOTAL	**$47,732.24**
TOTAL SECURITIES:	**$152,417.24**

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.

30. 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. MS4 Administration Fee	760.04
B. Special Assessment 221409	2,942.10
C. Storm Sewer Charge	14,101.75
D. Street Light Operating Fee	454.07
E. Environmental Resources Expenses	268.80
F. Property Data and Asset/Infrastructure Management Fee	180.00
G. City Engineering Administration (3% for letters of credit)	3,140.55
TOTAL CASH REQUIREMENTS	**$21,847.31**

31. 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.

32. 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.

33. 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.

34. 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 a permanent or temporary certificate of occupancy.

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. A copy of the endorsement must be submitted with the certificate of insurance.

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.

35. 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: 3805 Edwards Rd., Suite 390, Cincinnati, Ohio 45209. 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.

[The remainder of this page has been 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:
DCJ LAKEVILLE, LLC

BY: _____
Its

STATE OF OHIO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of DCJ LAKEVILLE, LLC, an Ohio limited liability company on behalf of said entity.

_____
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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of ____(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of ____(Name of Bank)____";

b) Be signed by the City Administrator or Finance Director of the City of Lakeville.

c) Be presented for payment at ____(Address of Bank)____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **DCJ LAKEVILLE, LLC**, an Ohio limited liability company (the "Owner") and the **CITY OF LAKEVILLE,** a Minnesota municipal corporation (the "City").

A. The Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the **Heritage Commons 12th Addition** plat; and

C. The final plans for **Heritage Commons 12th Addition**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the "Easement Area") legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property

and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: DCJ Lakeville, LLC
3805 Edwards Rd., Suite 390
Cincinnati, Ohio 45209
Attn: Mark Wilhoite

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

PROPERTY OWNER:
DCJ LAKEVILLE, LLC,

By:_____
_____ [print name]
Its _____ [title]

STATE OF OHIO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of **DCJ LAKEVILLE, LLC**, an Ohio limited liability company, on behalf of said entity.

_____
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

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

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

EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Owner Property

Lot 1, Block 1, Heritage Commons 12th Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.

2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.

3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.

4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.

5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.

2. Vegetation
    a. Maintain at least 80% surface area coverage of plants approved per plan.
    b. Removal of invasive plants and undesirable woody vegetation.
    c. Removal of dried, dead and diseased vegetation.
    d. Re-mulch void or disturbed/exposed areas.

3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.

3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, AICP, Community Development Director

From: Heather Botten, Senior Planner

Date: March 16, 2026

Subject: Heritage Commons 12th Addition Final Plat

Background

CA, Commercial Development has submitted a final plat application for Heritage Commons 12th Addition. The preliminary plat was approved by City Council on May 19, 2025 as Heritage Commons 9th Addition. The final plat is located north of 202nd Street (CSAH 50), east of Idealic Avenue, and south of Heritage Drive and is currently platted as Outlot A, Heritage Commons 9th Addition. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

Exhibits:

A. Location Map
B. Final Pat
C. Preliminary Plat
D. February 13, 2026 Dakota County Plat Commission letter
E. Site Plan
F. Grading Plan

Final Plat

Existing Site Conditions. The Heritage Commons PUD commercial development plan has progressed over several phases since the initial development phase was approved in 1999. The proposed preliminary plat is the twelfth addition of the Planned Unit Development. The site is vacant. There are no existing wetlands or significant trees located on the property.

Zoning. The Heritage Commons 12th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Lot/Block/Outlot. The final plat of Heritage Commons 12th Addition consists of one lot and block. The lot exceeds the minimum lot area and lot width requirements for the C-3, General Commercial District.

Streets and Access. No new streets are proposed with the proposed plat. The property is adjacent to Heritage Drive and 202nd Street (CSAH 50), with access from Heritage Drive.

Dakota County Plat Commission. The Plat Commission reviewed and approved the final plat at the February 11, 2026 meeting and recommended approval of the plat.

Park Dedication. The Park Dedication requirement was satisfied with the original Heritage Commons final plat and therefore is not required to be paid with this final plat.

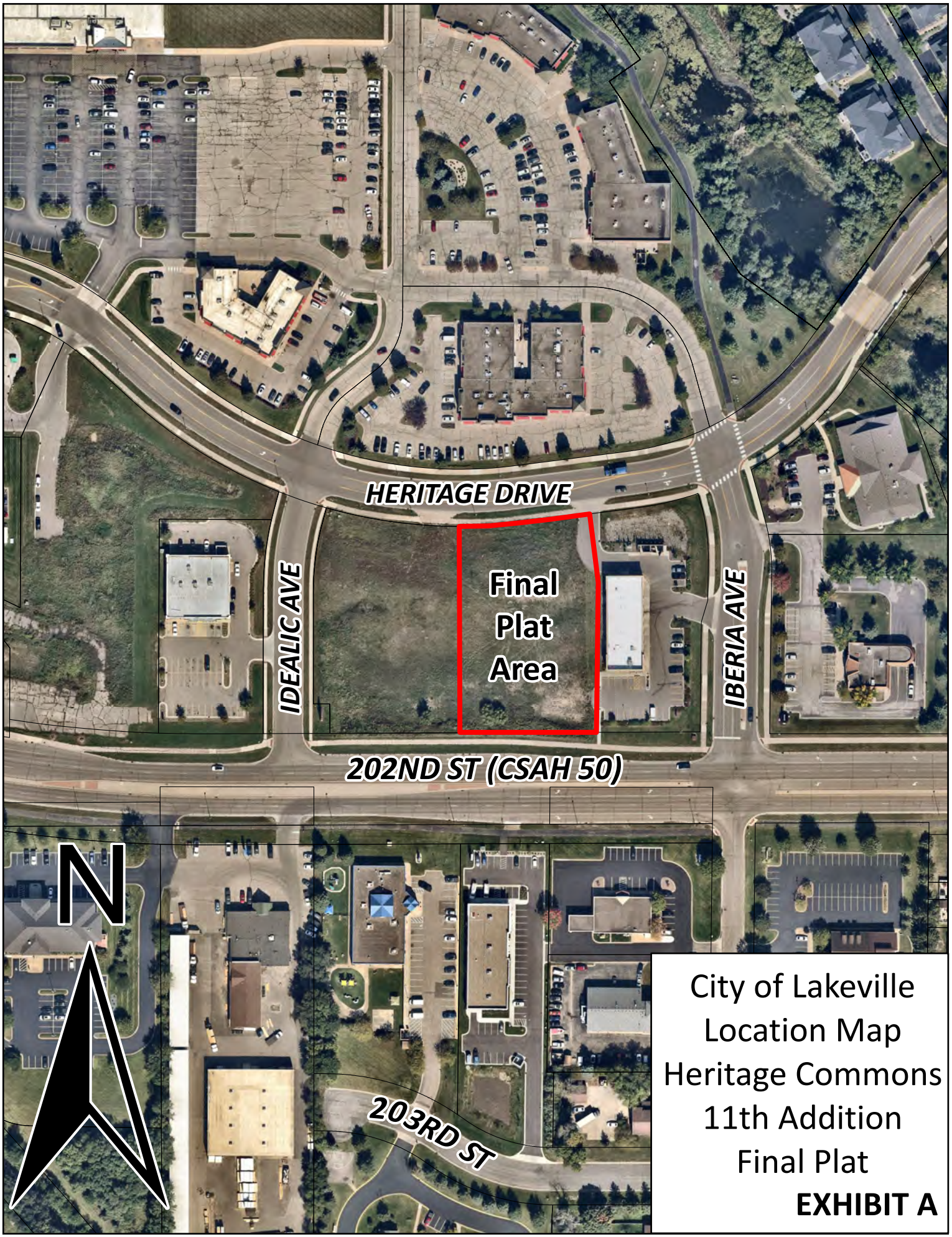
Stormwater Maintenance Agreement. The Developer is required to enter into an agreement for the maintenance of stormwater facilities on the site with the final plat.

Grading, Drainage, Erosion Control, and Utilities. The final plat submittal includes grading, drainage, and erosion control plans, which are discussed in the attached March 16, 2026 Engineering memo by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager.

RECOMMENDATION

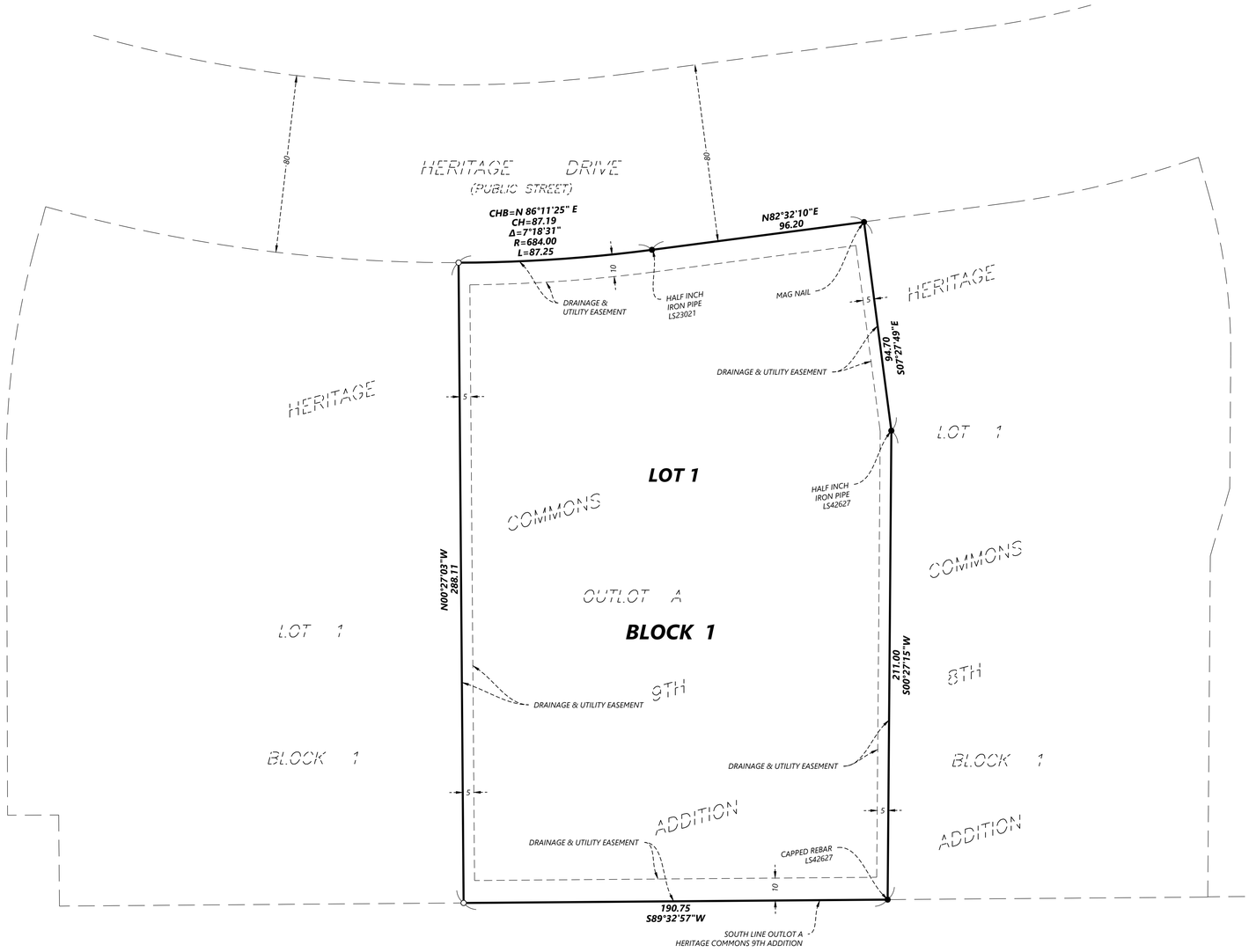
The Heritage Commons 12th Addition final plat is consistent with the preliminary plat and complies with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the final plat, subject to the following stipulations:

1. The recommendations listed in the March 16, 2026 Engineering Memo.
2. The site shall be developed according to the plan approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement for the maintenance of stormwater facilities on Lot 1, Block 1, Heritage Commons 12th Addition.



City of Lakeville
Location Map
Heritage Commons
11th Addition
Final Plat
EXHIBIT A

HERITAGE COMMONS 12TH ADDITION



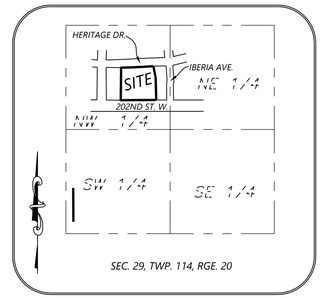
DAKOTA COUNTY RIGHT OF WAY MAP NO. 176

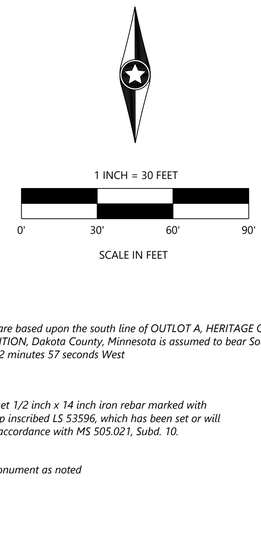
DAKOTA C.S.A.H NO. 50 (202ND STREET WEST)

(VARIABLE WIDTH RIGHT OF WAY)

VICINITY MAP

NOT TO SCALE





Bearings are based upon the south line of OUTLOT A, HERITAGE COMMONS 9TH ADDITION, Dakota County, Minnesota is assumed to bear South 89 degrees 32 minutes 57 seconds West

○ *Denotes set 1/2 inch x 14 inch iron rebar marked with plastic cap inscribed LS 53596, which has been set or will be set in accordance with MS 505.021, Subd. 10.*

● *Found monument as noted*

EXHIBIT B

Westwood
Professional Services, Inc.
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343

PRELIMINARY PLAT FOR:
Kimley - Horn & Associates, Inc.

EXISTING LEGAL DESCRIPTION:

Outlot A, Heritage Commons 8th Addition, Dakota County, Minnesota, recorded March 16, 2021 as Document No. 3447293.

(Abstract property)

PROPOSED LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, Heritage Commons 9th Addition, Dakota County, Minnesota, recorded March 16, 2021 as Document No. 3447293.

(Abstract property)

GENERAL SURVEY NOTES:

1. The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83–2011 Adj.).
2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–1224333–KCTY dated June 24, 2024 at 7:30 AM.
3. The surveyed property has direct access to Heritage Drive, a public right of way.
3. The address of the property described hereon is 20170 Iberia Avenue, Lakeville, MN 55044.
4. The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per Federal Insurance Rate Map No. 27037C0192E and 27037C0211E, both dated December 2, 2011.
5. The total area of the property described hereon is 115,773 square feet or 2.35779 acres.
6. The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

   BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument LOTTO MNDT. Elevation = 1063.37 feet. (NAVD88)

   SITE BENCHMARK: Top nut of hydrant on the northerly side of Heritage Drive. Elevation = 981.53 feet. (NAVD88)
7. No zoning report or letter was provided. Per the City of Lakeville zoning map dated July 2023, the surveyed property is zoned PUD – Planned Unit Development District. Per the City of Lakeville 2040 land use plan map dated December 31, 2018, the surveyed property is designated Commercial.
8. As of the date of this survey the property described hereon contains no marked parking spaces.
9. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 241512777. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

PROPOSED LOT INFORMATION:

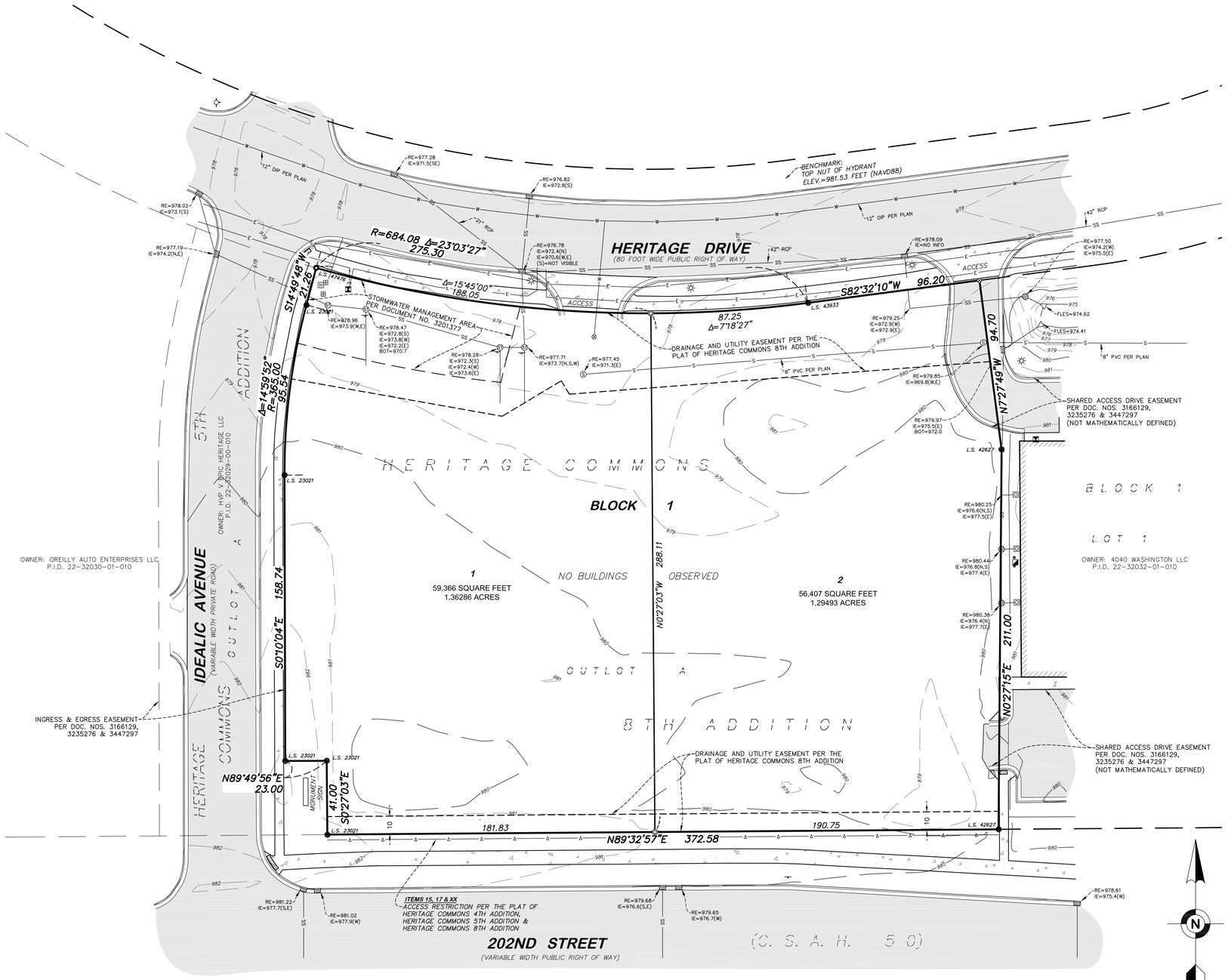
Proposed Lot 1, Block 1:	1.36286	Acres	59,366	Square Feet
Proposed Lot 2, Block 1:	1.29493	Acres	56,407	Square Feet
Proposed Right of Way:	n/a		n/a	
Proposed Outlots:	n/a		n/a	
Wetlands:	n/a		n/a	
Total:	2.65779	Acres	115,773	Square Feet
Gross Acres:	2.65779	Acres		
Net Developable Acres:	2.65779	Acres		
Gross Unit Density:	0.75	per Acre		
Net Unit Density:	0.75	per Acre		
Comprehensive Plan Land Use:	Commercial			
Proposed Zoning:	PUD – Planned Unit Development			

CERTIFICATION:

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

Date of survey: June 18, 2024.
Date of signature: December 3, 2024.

Christopher A. Terwedo
Minnesota License No. 53536
cterwedo@efnsurvey.com



GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 241512777.

AT&T TRANSMISSION
CHARTER COMMUNICATIONS
CITY OF LAKEVILLE
DAKOTA COUNTY HIGHWAY DEPT
FRONTIER COMMUNICATIONS
INDEPENDENT SCHOOL 196
LAKEVILLE AREA SCHOOLS
CITY OF LAKEVILLE FIBER
MINNESOTA ENERGY RESOURCES
METRO FIBERNET, LLC
XCEL ENERGY
ZAYO BANDWIDTH

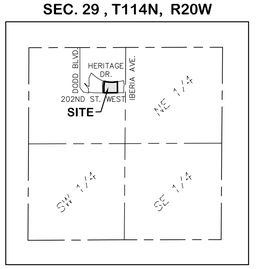
SEE SHEET 2 OF 2 FOR SITE PLAN OVERLAY

LEGEND:

- BENCHMARK
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- FLARED END SECTION
- ROOF DRAIN (OUTLET)
- GATE VALVE
- LIGHT
- ELECTRIC BOX
- ELECTRIC METER
- HANDHOLE
- HYDRANT
- GAS METER
- BOLLARD
- LIMITED ACCESS
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- UNDERGROUND ELECTRIC
- 920 EXISTING CONTOUR LINE
- BITUMINOUS SURFACE
- CONCRETE SURFACE

EXHIBIT C

SEC. 29 , T114N, R20W



VICINITY MAP
NOT TO SCALE

FIELD BOOK	PAGE

DRAWING NAME: 42007 Preliminary Plat.dwg
JOB NO. 42007
FILE NO. DAK 64

FIELDWORK CHIEF: BW
DRAWN BY: RRR,CAT, DL
CHECKED BY: CAT

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY PLAT OF HERITAGE COMMONS 9TH ADDITION

SURVEY FOR: Kimley - Horn & Associates, Inc.

PROPERTY ADDRESS: 20170 Iberia Avenue, Lakeville, Minnesota 55044

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM
COPYRIGHT © 2024 By EGAN, FIELD & NOWAK, INC.

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

February 13, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **HERITAGE COMMONS 12TH ADDITION**

The Dakota County Plat Commission met on February 11, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 50 (202nd St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The plat is a replat of Oulot A, HERITAGE COMMONS 9th ADDITION. The right-of-way guidelines have been met and restricted access along CSAH 50 was dedicated in the plat of HERITAGE COMMONS. There were no further discussions.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on March 24, 2026.

Traffic volumes on CSAH 50 are 7,703 ADT and are anticipated to be 14,900 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

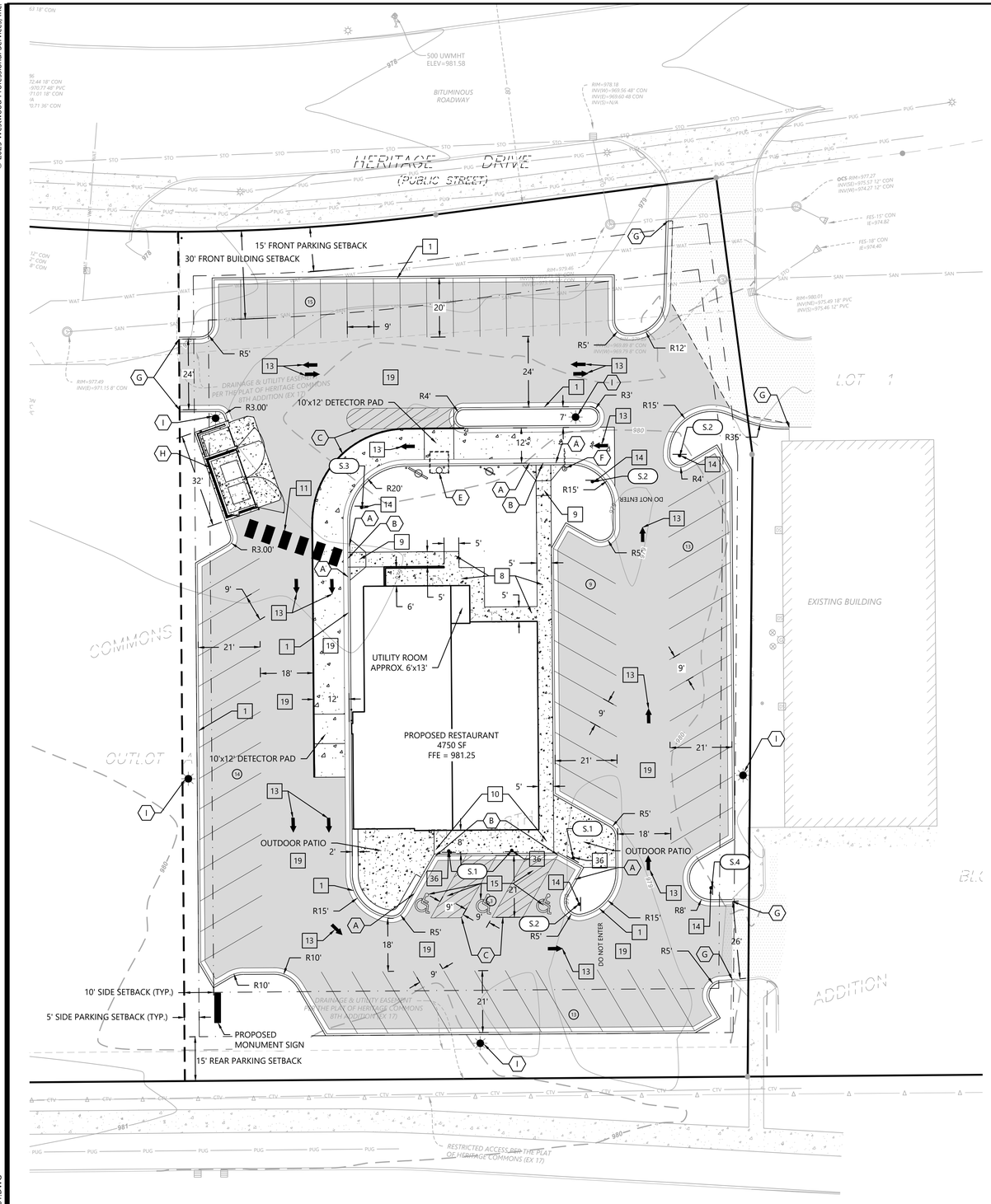
Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:

EXHIBIT D

© 2025 Westwood Professional Services, Inc.



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

1 SITE DETAILS (SI-0XX)

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

A SITE KEYNOTES

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

SITE DEVELOPMENT SUMMARY

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

SITE LEGEND

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

GENERAL SITE NOTES

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

S.10 SIGN LEGEND

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

EXHIBIT E

1" = 20'
0' 20' 40' 60'

FOR CONSTRUCTION

DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 20'
VERTICAL SCALE: 4' or 2'

INITIAL ISSUE: 10/16/2025

REVISIONS:		
1	11/19/2025	CITY COMMENTS
2	12/11/2025	FORESTRY COMMENTS
3	01/12/2026	CITY COMMENTS
4	2/10/2026	CITY COMMENTS
5		
6		

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

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

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

CA PANERA LAKEVILLE
LAKEVILLE, MN

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

SITE PLAN

SHEET NUMBER:
C200

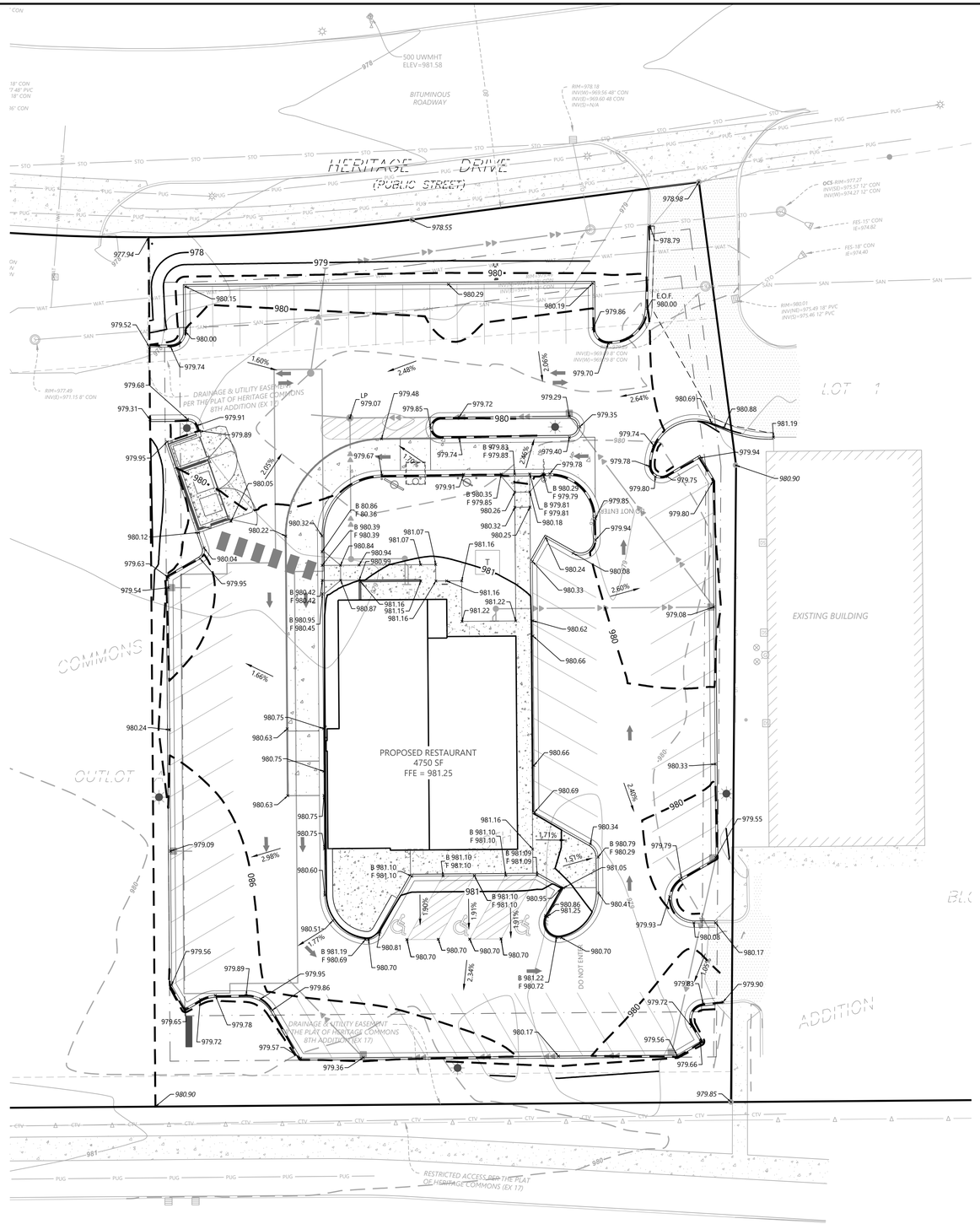
DATE: 2/10/2026

CA PANERA LAKEVILLE

PROJECT NUMBER: 0069207.00

N:\0069207.00\DWG\CIVIL\0069207.00SP01.DWG

© 2025 Westwood Professional Services, Inc.



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

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
		CURB AND GUTTER
STO		STORM SEWER
		DRAIN TILE
• 900.00	× 900.00	SPOT ELEVATION
	0.00%	FLOW DIRECTION
SB-19	SB-19	SOIL BORING LOCATION

GRADING NOTES

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

EXHIBIT F

1" = 20'
0' 20' 40' 60'

FOR CONSTRUCTION

DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 20'
VERTICAL SCALE: 4 or 2'

INITIAL ISSUE:	10/16/2025	
REVISIONS:		
1	11/19/2025	CITY COMMENTS
2	12/11/2025	FORESTRY COMMENTS
3	01/12/2026	CITY COMMENTS
4	2/10/2026	CITY COMMENTS
5		
6		

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

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

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

CA PANERA LAKEVILLE
LAKEVILLE, MN

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

GRADING PLAN

SHEET NUMBER:
C300

DATE: 2/10/2026

CA PANERA LAKEVILLE

PROJECT NUMBER: 0069207.00

N:\0069207.00\DWG\CIVIL\0069207.00GD01.DWG

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Heather Botten, Senior Planner
From: Jonathan Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: March 16th, 2026
Subject: Heritage Commons 12th Addition

- Final Plat Review
- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

CA, Commercial Development has submitted a final plat to be known as Heritage Commons 12th Addition. The parent parcel (PID No. 223203200010) consists of Outlot A, Heritage Commons 9th Addition. It is zoned PUD, Planned Unit Development. The proposed development is located east of Idealic Avenue, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The proposed development will be completed by:

Developer:
CA Commercial Development

Engineer: Westwood

SITE CONDITIONS

The site consists of undeveloped land. Two existing driveways are located on the north and northeast sides of the parcel. The northeast driveway is a shared access driveway with the

parcel to the east. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

EASEMENTS

- A shared access easement exists over the private parking lot.

STREET AND SUBDIVISION LAYOUT

202nd Street (CSAH 50)
Heritage Commons 9th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The final plat was reviewed and recommended for approval by the Dakota County Plat Commission on February 11, 2026. The Developer is responsible for any requirements stipulated by Dakota County.

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

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

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

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

UTILITIES

SANITARY SEWER
The site is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to

the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. Existing 8-inch sanitary sewer extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of the site includes the construction of privately owned and maintained 6-inch sanitary sewer to provide service to the development.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

WATERMAIN

Existing 8-inch watermain extends into the parcel from Heritage Drive on the north portion of the parcel. Development of the site will include the construction of 2-inch privately owned and maintained watermain to provide services to the development.

DRAINAGE AND GRADING

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

Development will include construction of one privately owned and maintained underground stormwater infiltration system. The Developer shall sign a stormwater maintenance agreement for the stormwater system prior to recording of the final plat. The stormwater system shall provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements and is in compliance with City Ordinance requirements.

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

STORM SEWER

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

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat, calculated as follows:

56,407 s.f.	x $0.250/s.f.	= $14,101.75
Net Area of Heritage Commons 12th	2026 Rate	Storm Sewer Charge Required With Heritage Commons 12th

FEMA FLOODPLAIN ANALYSIS

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

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

$38,002.00	x 2%	= $760.04
Grading Cost Heritage Commons 12th	2026 Rate	MS4 Administration Fee Heritage Commons 12th

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Heritage Commons 12th. Construction costs are based upon estimates submitted by the Developer's engineer on February 12, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer	$ 5,000.00
Watermain	5,000.00

Storm Sewer	5,000.00
Underground Stormwater System	80,000.00
Grading, Erosion Control and Vegetation Establishment	9,685.00
SUBTOTAL - CONSTRUCTION COSTS	$ 104,685.00
OTHER COSTS	
Developer's Design (3.0%)	$ 3,140.55
Developer's Construction Survey (2.5%)	2,617.13
City's Legal Expense (0.5%)	523.43
City Construction Observation (5.0%)	5,234.25
Developer's Record Drawing (0.5%)	523.43
Lot Corners/Iron Monuments	100.00
Landscaping	35,593.45
SUBTOTAL - OTHER COSTS	47,732.24
TOTAL PROJECT SECURITY	**$152,417.24**

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 $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 for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

381.7 Feet	x $0.2974	x 4	= $454.07
Total Front Footage Heritage Commons 12th	2026 Rate per Front Footage per Quarter	Quarters	Streetlight Operating Fee Heritage Commons 12th

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

1 unit	x $64.00/unit	x 4.2	= $268.80
Total Units Heritage Commons 12th	2026 Rate	Utility Factor	Environmental Resources Fee Heritage Commons 12th

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:

2 lots	x $90.00/unit	= $180.00
Lots/Outlots Heritage Commons 12th	2026 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Heritage Commons 12th

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in either .dwg (AutoCAD) or .dxf format.

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or $3,140.55.

The Developer shall pay a cash fee of the remaining balance of special assessment number 221409.

CASH REQUIREMENTS

MS4 Administration Fee	760.04
Special Assessment 221409	2,942.10
Storm Sewer Charge	14,101.75
Streetlight Operating Fee	454.07
Environmental Resources Management Fee	268.80
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	3,140.55
TOTAL CASH REQUIREMENTS	**$ 21,847.31**

RECOMMENDATION

Engineering recommends approval of the Final Plat, Site Plan, Grading and Erosion Control Plan, and Utility Plan subject to the stipulations outlined in this report. Applicable securities and cash requirements will be due with the final plat application.

Date: 4/6/2026

Contracts for Lift Stations 8, 18, and 20 Rehabilitation

Proposed Action

Staff recommends adoption of the following motion: Move to approve contracts with Quality Flow Systems, Inc. for the rehabilitation of Lift stations 8, 18, and 20.

Overview

The Utilities Division is responsible for the operation and maintenance of 23 sanitary lift stations which pump wastewater from lower to higher elevations throughout the system. Lift stations are typically rehabilitated on a 10–15 year cycle depending on system demand and flow conditions. Based on this schedule and condition assessments, staff has identified Lift Stations 8, 18, and 20 as requiring rehabilitation. The recommended improvements include replacement of pumps, select interior piping components, and a control panel to ensure a high degree of reliability and efficient operation.

The City has standardized the use of KSB pumps across its lift station system to maintain consistency in equipment and maintenance. Quality Flow Systems, Inc. is the sole authorized KSB pump dealer in Minnesota and has provided a quote of $155,480.00 for the materials and labor required to complete the rehabilitation work. Based on this, staff recommends approval of a contract with Quality Flow Systems, Inc.

Supporting Information

1. Lift Station 8 Contract
2. Lift Station 18 Contract
3. Lift Station 20 Contract
4. LS8 Rehabilitation Quote
5. LS18 Replacement Pumps Quote
6. LS20 Rehabilitation Quote
7. KSB Sole Source Letter

Financial Impact: $155,480.00 **Budgeted:** Yes **Source:** Sewer Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Kyle Hanson, Utilities Supervisor

FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT

THIS AGREEMENT made this 6th day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("Owner" or "City") and **QUALITY FLOW, LLC,** a _Minnesota limited liability company_ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

   A. **This Agreement.**
   B. **City of Lakeville 2020 Standard Specifications.**
   C. **EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.**
   D. **Contractor's Quotation 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 "D" 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. This contract may be terminated by the City at any time upon discovery by the City that Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes § 16C.285, subd 3, the Responsible Contractor statute.

3. **CONTRACT PRICE**. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal and in an amount not to exceed Forty-four thousand three hundred sixty dollars and 00 cents.(**44,360.00**). 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 City Engineer. All of the Contractor's work and

labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

B. Progress Payments; Retainage. City 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 or the Contractor shall have the options regarding retaining in accordance with Minnesota Statues 15.71 and 15.74.

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 City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work must be completed by July 1st, 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 warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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: _____

CONTRACTOR:

BY: _____

Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

Its: General Manager
Quality Flow Systems

FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT

THIS AGREEMENT made this 6th day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("Owner" or "City") and **QUALITY FLOW, LLC,** a _Minnesota limited liability company_ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

   A. **This Agreement.**
   B. **City of Lakeville 2020 Standard Specifications.**
   C. **EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.**
   D. **Contractor's Quotation 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 "D" 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. This contract may be terminated by the City at any time upon discovery by the City that Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes § 16C.285, subd 3, the Responsible Contractor statute.

3. **CONTRACT PRICE**. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal and in an amount not to exceed Forty-eight thousand five hundred sixty dollars and 00 cents.(**$48,560.00**). 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 City Engineer. All of the Contractor's work and

labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

B. Progress Payments; Retainage. City 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 or the Contractor shall have the options regarding retaining in accordance with Minnesota Statues 15.71 and 15.74.

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 City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work must be completed by July 1st, 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 warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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: _____

CONTRACTOR:

BY: _____

Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

Its: General Manager
Quality Flow Systems

FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT

THIS AGREEMENT made this 6th day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("Owner" or "City") and **QUALITY FLOW, LLC,** a _Minnesota limited liability company_ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

   A. **This Agreement.**
   B. **City of Lakeville 2020 Standard Specifications.**
   C. **EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.**
   D. **Contractor's Quotation 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 "D" 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. This contract may be terminated by the City at any time upon discovery by the City that Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes § 16C.285, subd 3, the Responsible Contractor statute.

3. **CONTRACT PRICE**. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal and in an amount not to exceed Sixty-two thousand five hundred sixty dollars and 00 cents.(**$62,560.00**). 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 City Engineer. All of the Contractor's work and

labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

B. Progress Payments; Retainage. City 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 or the Contractor shall have the options regarding retaining in accordance with Minnesota Statues 15.71 and 15.74.

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 City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work must be completed by July 1st, 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 warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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: _____

CONTRACTOR:

BY: _____

Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

Its: General Manager
Quality Flow Systems

800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (952) 292-5795
Fax: (952) 758-9661

Quotation

Customer Name: Lakeville, Mn
Quotation Date: 2/24/2026
Contact: Kyle Hanson
Prepared By: John Tacheny

Lead Time: In Stock

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

LS# 8 Rehab;

This will consist of supply and install of one new KSB pump, piping guide system at LS# 8. Please see my itemized parts breakdown below.

Item	Description	Qty		Total Net
1	**KSB Amarex F-Max F 80-180/065F4YSG 230V 1750RPM 8.7HP heavy duty submersible Pump** **To include: 210mm Impeller** • 50' Power /sensor cable • Double mechanical seals • Inverter duty rated motor • Over-temp/ Seal fail built into pump • Lifting handle • Vortex Impeller	1		
2	**Lift station piping to include:** • 4" x 13' Flg X Pln End Ductile iron concrete lined riser pipes • 3x4 Base elbow • 3" Guide claw • S/S Upper bracket • 4" FCA • 40' 2" S/S guide pipe (80' Total) • Cable rack (1) • J hook	2		
3	**47" X 35.25" Hatch cover/w safety grate**	1		
4	**Valve Vault Piping to include:** • **4" check valve** • **4" gate valve** • **4" x 2' flg x pln end DIP** • **4" FCA**	2		
5	**Wet-well Intrusion alarm "Allen Bradley"**	1		
6	**Installation/labor**	1		

Item	Description	Qty		Total Net
			Total:	$44,360.00 +any applicable tax

Terms:
Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns please give me a call.

Thanks for the opportunity,
John Tacheny
(952) 292-5795

800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (952) 292-5795
Fax: (952) 758-9661

Quotation

Customer Name: Lakeville, Mn
Quotation Date: 3/13/2026
Contact: Kyle Hanson
Prepared By: John Tacheny

Lead Time: In Stock

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

LS# 18 Replacement Pumps;

This will consist of supplying and installing new KSB pumps at LS# 18. Please see my itemized parts breakdown below.

Item	Description	Qty	Net Each	Total Net
1	**KSB KRT E 100-253/114XEG 230V 1750RPM 15HP heavy duty submersible Pump** **To include: 225mm Impeller** • 65' Power /sensor cable • Double mechanical seals • Inverter duty rated motor • Over-temp/ Seal fail built into pump • Lifting handle	2	$24,280.00	$48,560.00
2	**Installation/labor**			
			Total:	$48,560.00 +any applicable tax & freight

Terms:
Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns please give me a call.

Thanks for the opportunity,
John Tacheny
(952) 292-5795

800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (952) 292-5795
Fax: (952) 758-9661

Quotation

Customer Name: Lakeville, Mn **Quotation Date:** 3/16/2026

Contact: Kyle Hanson **Prepared By:** John Tacheny

Lead Time: 6 Weeks

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

LS# 20 New Control Panel and Replacement Pumps;

This will consist of supplying and installing a new control panel and new KSB pumps at LS# 20. Please see my itemized parts breakdown below.

Item	Description	Qty	Net Each	Total Net
1	**KSB Amarex F 80-180/036F4YSG 230V 1750RPM 4.8HP heavy duty submersible Pump** **To include: 190mm Impeller** • 50' Power /sensor cable • Double mechanical seals • Inverter duty rated motor • Over-temp/ Seal fail built into pump • Lifting handle • 4" Flygt adapter claws	2		
2	**Item A** **Lift Station; Control Panel;** Duplex pump control panel for operation on 120/240 Volt, 1-Phase, 3-Wire, 60-Hz incoming service. The enclosure is 2-door; suitable for floor or pad-mounting, NEMA 4X, 304 Stainless Steel, measuring approximately 48"H x 48"W x 16"D with 18"H skirted leg stand. Inner dead-front door, 3-point pad-lockable handle and steel component chassis will be provided. The system will provide control for two (2) 5 HP (13 FLA) submersible pumps in response to wetwell level as sensed by submersible level transducer (primary) and float switches (back-up). To include: Qty Description 1 CB; Main Disconnect; 3P; 240VAC; 100A; Service Entrance Rated 1 CB; Emergency Disconnect; 3P; 480VAC; 100A; Interlocked with Main 1 Emergency Generator Receptacle; 100A; Appleton ADR1044-RS with angle adapter 2 CB; Pump Disconnect; 2P; 240VAC; 40A 2 Variable Frequency Drive; sized for single phase conversion	1		

Item	Description	Qty	Net Each	Total Net
	1 Phase Monitor 1 Surge Arrestor; 3-Phase 1 Breaker; 1P; 10A; (Control Power) 1 Breaker; 1P; 15A; (GFCI) 1 Convenience Receptacle; GFCI; 15A 1 Enclosure Heater; Fan-forced; 200W; Thermostatically controlled 1 Enclosure Cooling; Fan-forced; Filtered; Thermostatically controlled; with weather hoods 1 Uninterruptable Power Supply; with shelf 2 Pump Seal Fail & Overtemp module; KSB PumpSafe-A 2 Switch; 3-position; (each pump H-O-A) 2 Light-Pilot; P-T-T; 120VAC FV; LED; Green Fresnel Cap (pump running) 5 Light-Pilot; P-T-T; 120VAC FV; LED; Red Fresnel Cap (pump overtemp, VFD fault, hi level) 2 Light-Pilot; P-T-T; 120VAC FV; LED; Amber Fresnel Cap (pump seal fail) 3 Push Button; (pump reset, silence) 3 Runtime meter; non-resettable (each pump, simultaneous) 1 Panel interior convenience light A/R Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket) 1 Ground Lug; 3-Conductor 1 Ethernet Switch 1 Maple Systems 7in OIT 1 PLC; Allen Bradley Micrologix 1400 (Primary) 1 Intrinsically safe circuit extensions (Back-up) A/R IS Barrier for transducer 1 Alarm Light; Red; Strobe; 120VAC; (top mounted) 1 Simplex Receptacle 1 Aprisa Radio 1 Cellular Modem (SCADA) A/R Cabling and connectors for radio A/R Terminal Block; Single; 18-10AWG 1 Submersible Transducer; 4-20mA Loop powered; 60 ft cable 2 Float Switch; Suspended; Non-mercury; 60 ft cable 1 Antenna; High-gain; Cellular; with interconnect cable 1 Hatch intrusion switch A/R Wiring diagrams, bills of material, equipment data sheets, etc. A/R Onsite start-up of pump control panel and instrumentation 1 Electrical install by QFS supplied master electrician 1 Concrete Pad as required			
3	**Installation/labor**	1		
			Total:	$62,560.00 +any applicable tax & freight

Notes:

- Antenna mast exists or is supplied by others.
- Programing by others

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns please give me a call.

Thanks for the opportunity,
John Tacheny
(952) 292-5795

> **Our Technology. Your Success.**
Pumps . Valves . Service

Date: October 29, 2024

Subject: KSB Products and Services – State of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska Sole and Exclusive Municipal Distributor Notification

Attention: Cory Malay
Quality Flow Systems
800 6th Street NW
New Prague, MN 56071

This letter is intended as confirmation and evidence that Quality Flow Systems is the officially appointed, sole and exclusive KSB distributor for pumps, mixers, parts and other industry related components offered by KSB in the Water Market Area (municipalities) for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska. Additionally, Quality Flow Systems is recognized as KSB's sole Factory Authorized Service (FAS) and Repair center for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska.

To achieve KSB FAS certification, Quality Flow Systems technicians are required to attend KSB internal training, including FM (explosion proof) processes/procedures, as a qualification to service, repair, and conduct warranty evaluations and repairs for KSB products. All inquiries related to the products and services of KSB within the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska should be directed exclusively to KSB Dubric.

Please feel free to contact me any further information is required on this matter.

Sincerely,

Rusty Smith
KSB North Central Regional Manager
Water Market Area

Ph. 630.567.1266
Email rusty.smith@ksb.com

Date: 4/6/2026

Amelia Meadows 3rd Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Amelia Meadows 3rd Addition final plat.

Overview

U.S. Home, LLC has submitted a final plat application for 31 single family lots and 36 attached townhome lots on land located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). The Amelia Meadows preliminary plat of 88 single family lots and 144 attached townhome lots was approved by the City Council on November 18, 2024. The Amelia Meadows final plat of 49 single family lots was approved by the City Council on June 2, 2025. The Amelia Meadows 2nd Addition final plat of eight single family home lots and 62 attached townhome lots was approved by the City Council on October 6, 2025. The Amelia Meadows 3rd Addition final plat is consistent with the approved preliminary plat and after approval, there will be 46 attached townhome lots yet to be final platted. 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. March 9, 2026 Planning & Engineering memos

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
AMELIA MEADOWS 3RD ADDITION

WHEREAS, the owner of the property described as **AMELIA MEADOWS 3RD 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. The **AMELIA MEADOWS 3RD ADDITION** final plat is hereby approved subject to the development contract and security requirements.

2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars and 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 6th day of April 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____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 **6th** day of **April 2026** as shown by the minutes of said meeting in my possession.

_____
Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

AMELIA MEADOWS 3RD ADDITION

CONTRACT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **U.S. HOME, LLC**, a Minnesota corporation (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***AMELIA MEADOWS 3RD 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:

> Outlots A and E, Amelia Meadows 2nd Addition, Dakota County, Minnesota, according to the recorded plat thereof.
>
> [To be platted as Amelia Meadows 3rd 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, 2027, 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 meeting all the requirements of the MPCA Construction Permit. Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has been collected on the parent parcels with Amelia Meadows final plat.

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 three (3) 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.

Amelia Meadows 3rd 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.

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 Amelia Meadows 3rd Addition does not include the construction of stormwater management basins. Drainage will be directed to stormwater management basins constructed with the Amelia Meadows final plat to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington. No building permits will be issued for the plat until all basin and channel restoration work is completed in the Amelia Meadows plat.

The Developer shall construct public storm sewer systems within the plat to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins constructed with the Amelia Meadows final plat.

Draintile construction is required in areas of non-granular soils 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 Amelia Meadows 3rd Addition		1,012,742.00 s.f.
Less Area of Outlot A (Future Development)	(-)	300,438.00 s.f.
Less Area of Single-Family	(-)	500,457.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	211,847.00 s.f.

Storm Sewer Charge Summary		
Gross Area of Single-Family		500,457.00 s.f
Total Storm Sewer Charge Area (Single-Family)	=	500,457.00 s.f.

211,847.00 s.f. Net Area Amelia Meadows 3rd Addition (Multi-Family)	x $0.198/s.f. 2025 Unit Rate (Multi-Family)	= $41,945.71 Storm Sewer Charge Amelia Meadows 3rd Addition (Multi-Family)
500,457.00 s.f. Net Area Amelia Meadows 3rd Addition (Single-Family)	x $0.178/s.f. 2025 Unit Rate (Single-Family)	= $89,081.35 Storm Sewer Charge Amelia Meadows 3rd Addition (Single-Family)

$41,945.71 Storm Sewer Charge Amelia Meadows 3rd Addition (Multi-Family)	+ $89,081.35 Storm Sewer Charge Amelia Meadows 3rd Addition (Single-Family)	= $131,027.06 Storm Sewer Charge Amelia Meadows 3rd Addition

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

20. SANITARY SEWER. Amelia Meadows 3rd Addition is located within subdistricts FO-60100 and FO-60200 of the Farmington Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

The Developer shall construct and extend 8-inch public sanitary sewer within the subdivision. The wastewater from the development will be conveyed via trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

The Developer shall extend the sanitary sewer trunk line to the northern plat boundary in conformance with the City's Sanitary Sewer Comprehensive plan with the development of Amelia Meadows 3rd Addition. The City shall credit the Developer for the oversizing of the trunk sanitary sewer constructed within the development improvements. The credit will be based on the cost difference between 8-inch sanitary sewer and the sanitary sewer that will be installed. The credit will be applied to the Developer's final plat cash fees and will be based on an estimate provided by the Developer's engineer.

Development of Amelia Meadows 3rd Addition includes the construction of privately owned and maintained sanitary sewer within Outlots B and C.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and is required with the final plat, calculated as follows:

67 units	x $327.00	= $21,909.00
Total Units Amelia Meadows 3rd Addition	2026 Unit Rate	Sanitary Sewer Availability Charge Amelia Meadows 3rd Addition

The Sanitary Sewer Availability Charge for Outlot A will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall extend 8-inch public watermain within the development to provide water service to the subdivision. The Developer shall extend 8-inch watermain to the northern plat boundary at Gerber Pass to service future development. The Developer shall extend the 16-inch and 12-inch watermain trunk lines to the north plat boundary in conformance with the City's Comprehensive Water Plan with the development of Amelia Meadows 3rd Addition.

Amelia Meadows 3rd Addition includes the construction of privately owned and maintained watermain within Outlots B and C.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Gallifrey Way.

23. PARKS, TRAILS, AND SIDEWALKS. The City's Parks, Trails and Open Space Plan does not designate a park within Amelia Meadows 3rd Addition. The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied by the Developer through a cash contribution with the final plat.

Amelia Meadows 3rd Addition includes the construction of public trails and sidewalks. The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all local streets in accordance with City Standards.

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:

31 units Total Units (Low-Density) Amelia Meadows 3rd Addition	x $6,007.00 2026 Unit Rate (Low-Density)	= $186,217.00 Park Dedication Fee Amelia Meadows 3rd Addition (Low-Density)
36 units Total Units (Medium-Density) Amelia Meadows 3rd Addition	x $4,087.00 2026 Unit Rate (Medium-Density)	= $147,132.00 Park Dedication Fee Amelia Meadows 3rd Addition (Medium-Density)
$186,217.00 Park Dedication Fee Amelia Meadows 3rd Addition (Low-Density)	+ $147,132.00 Park Dedication Fee Amelia Meadows 3rd Addition (Medium-Density)	= $333,349.00 Park Dedication Fee Amelia Meadows 3rd Addition

The Developer shall satisfy the park dedication requirement for Outlot A with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

24. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of $1,525.00 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 shall be paid with the final plat and is calculated as follows:

67 units	x $42.52/unit	= $2,848.84
Total Units Amelia Meadows 3rd Addition	2026 Rate	Streetlight Operating Fee Amelia Meadows 3rd Addition

25. 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:

31 units	x $64.00/unit	= $1,984.00
Total Units (Single Family) Amelia Meadows 3rd Addition	2026 Rate	Environmental Resources Fee Amelia Meadows 3rd Addition (Single Family)

36 units	x $64.00/unit	x 0.50	= $1,152.00
Total Units (Townhomes) Amelia Meadows 3rd Addition	2026 Rate	Utility Factor	Environmental Resources Fee Amelia Meadows 3rd Addition (Townhomes)

$1,984.00	+ $1,152.00	= $3,136.00
Environmental Resources Fee Amelia Meadows 3rd Addition (Single Family)	Environmental Resources Fee Amelia Meadows 3rd Addition (Townhomes)	Environmental Resources Fee Amelia Meadows 3rd Addition

26. LANDSCAPING. Unless the single-family 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.

Landscaping of the townhome areas shall be installed in accordance with the approved landscape plan. The Developer shall install inground irrigation systems with an automatic controller in all landscaped areas, including common open space and public right of way. The Developer shall post a $25,110.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

27. BUFFER YARD BERM/LANDSCAPE SCREEN. The Developer shall provide 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 within the plat adjacent to Cedar Avenue consistent with the Zoning Ordinance. An 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.

28. TREE PRESERVATION. The tree preservation plan for Amelia Meadows identified 196 trees on site with one tree within the plat. The trees have subsequently been removed upon issuance of a grading permit prior to recording of the final plat.

29. WETLANDS. The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part of the Amelia Meadows plat,

the previously farmed and eroded channel will be realigned and restored. No additional impacts are proposed to wetlands with the Amelia Meadows 3rd Addition development.

All wetlands, channel and buffers were placed in a city owned outlot. The Developer shall establish the channel with native vegetation and manage the site for a minimum of five years or until it is fully established. The Developer shall install "Natural Area" signs along the channel and buffer areas (seven locations).

30. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the March 9, 2026, Planning Report and March 9, 2026, Engineering Report.

B. The Developer shall submit Homeowners Association ("HOA") documents establishing a homeowners association for the exterior maintenance of the attached townhome units, maintenance of the private roads, private utilities, irrigation system, and maintenance of the following common area lots: Outlots B and C, subject to review and approval of City staff and the City Attorney. The Developer shall also provide documentation confirming that the HOA has been established with the Minnesota Secretary of State's office, that the HOA Declarations have been recorded with Dakota County and that a deed conveying Outlots B,and C, has been recorded with the County prior to release of any building permits.

C. The Developer shall construct a temporary cul-de-sac at the north terminus of Gafford Drive and grant a temporary public roadway and drainage and utility easement to the City in a recordable form approved by the City. The Developer shall place "Future Street Extension" signs and barricades at the north end of Gafford Drive. The Developer shall provide a security in the amount of $5,000.00 to ensure the future removal and restoration of the temporary cul-de-sac.

D. The Developer shall extend Gerber Pass from its current terminus to the end of the north plat boundary. The Developer shall install "Future Street Extension" signs and barricades at the north end of Gerber Pass.

E. The Developer shall construct two private drives within Outlots B and C to provide access to the 36 attached units. The private drives must be a minimum of twenty-four (24) feet in width and must be posted as no parking zones on both sides of the driveway.

F. Lot 16, Block 2, and Lot 1, Block 3, are prohibited from having driveway access to Gallifrey Way.

G. 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 $7,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 70 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.

H. 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 $6,300.00.

I. 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 $7,200.00 and consists of six (6) post-top streetlights at $1,200.00 each.

J. 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 $2,544,019.72. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:	
A. Sanitary Sewer	$682,946.93
B. Watermain	454,055.50
C. Storm Sewer/Draintile	374,306.00
D. Streets	709,642.00
E. Erosion Control and Restoration	20,000.00
CONSTRUCTION SUB-TOTAL	**$2,240,950.43**
OTHER COSTS:	
A. Developer's Design (3.0%)	$67,228.51
B. Developer's Construction Survey (2.5%)	56,023.76
C. City Legal Expenses (Est. 0.5%)	11,204.75
D. City Construction Observation (Est. 5.0%)	112,047.52
E. City Record Drawings (0.5%)	11,204.75
F. Gafford Drive Temporary Cul-de-Sac Removal	5,000.00
G. Natural Area Signs	1,050.00
H. Streetlights	7,200.00
I. Landscaping	25,110.00
J. Lot Corners/Iron Monuments	7,000.00
OTHER COSTS SUB-TOTAL	**$303,069.29**
TOTAL SECURITIES:	**$2,544,019.72**

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	$333,349.00
B. Sanitary Sewer Availability Charge	21,909.00
C. Storm Sewer Charge	131,027.06
D. Traffic Control Signs	1,525.00
E. Street Light Operating Fee	2,848.84
F. Environmental Resources Expenses	3,136.00
G. Property Data and Asset/Infrastructure Management Fee	6,300.00
H. City Engineering Administration (3% for letters of credit)	67,228.51
SUBTOTAL – CASH REQUIREMENTS	**$567,323.41**
CREDITS TO CASH REQUIREMENTS	
Trunk Watermain Oversizing Credit	$72,260.00
Trunk Sanitary Sewer Oversizing Credit	289,450.00
City 3/8 Trail Cost – 200th Street and Cedar Avenue	8,347.50
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	**370,057.50**
TOTAL CASH REQUIREMENTS	**$197,265.91**

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. FORCE MAJEURE. If Developer is delayed at any time in progress of the plat by acts of God, casualty, insurrection, strikes, war, terrorism, lockouts, pandemic, governmental order (including health orders), labor disputes, adverse weather conditions which could not reasonably be anticipated, or any causes, acts, or occurrences beyond Developer's control (financial inability excluded) (collectively, "**Force Majeure Items**"), then the commencement date and completion dates (without adjustment to the Development Contract sums) shall be extended for such reasonable time as the Force Majeure Items continue.

37. 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 three (3) 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. A copy of the endorsement must be submitted with the certificate of insurance.

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.

38. 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: 2780 Snelling Avenue N Suite 101 Roseville, MN 55113. 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.

[The remainder of this page has been 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:
U.S. HOME, LLC

BY: _____
Joe Jablonski
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of March, 2026, by Joe Jablonski the Vice President of **U.S. HOME, LLC**, a Delaware limited liability company, on behalf of said entity.

Stephen Troskey
Notary Public
Minnesota
My Commission Expires 01/31/2030

_____
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

FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT

DRP BOOKBINDER MULTISTATE, LLC, a Delaware limited liability company, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this 26 day of MARCH, 2026.

DRP BOOKBINDER MULTISTATE, LLC

By: _____
Brian Clauson
Its: Authorized Signatory

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 26 day of March, 2026, by Brian Clauson, the Authorized Signatory of **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company, on behalf of said entity.

JANEEN A CLAUSON
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

_____
NOTARY PUBLIC

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

OPTIONEE CONSENT
TO
DEVELOPMENT CONTRACT

U.S. HOME, LLC, a Delaware limited liability company, which holds an Optionee's interest in the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it exercises its option pursuant to the Memorandum of Option Agreement dated November 26, 2024, and filed for record with the office of the County Recorder, Dakota County, Minnesota, on December 11, 2024, as Document No. **3655825**.

Dated this 26th day of MARCH, 2026.

Stephen Troskey
Notary Public
Minnesota
My Commission Expires 01/31/2030

U.S. HOME, LLC

BY: _____
Joe Jablonski
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of March, 2026, by Joe Jablonski the Vice President of **U.S. HOME, LLC**, a Delaware limited liability company, on behalf of said entity.

Stephen Troskey
Notary Public
Minnesota
My Commission Expires 01/31/2030

_____
NOTARY PUBLIC

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

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director

From: Kris Jenson, Planning Manager

Date: March 9, 2026

Subject: Amelia Meadows 3rd Addition Final Plat

Application Action Deadline: May 14, 2026

INTRODUCTION

Lennar has submitted an application and plans for the final plat of Amelia Meadows 3rd Addition, which includes the remaining 31 single family lots and 36 attached townhome lots located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). This is the third phase of the preliminary plat of 88 single family lots and 144 attached townhomes lots that was approved by the City Council on November 18, 2024. The Amelia Meadows final plat of 49 single family lots was approved by the City Council on June 2, 2025 and the Amelia Meadows 2nd Addition final plat of eight single family homes and 62 attached townhome lots was approved by the City Council on October 6, 2025. The lot, block and street design of the Amelia Meadows 3rd 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. Final Plat
C. Preliminary Plat
D. January 29, 2026 Plat Commission letter

PLANNING ANALYSIS

Existing Conditions. The Amelia Meadows 3rd Addition final plat area consists of two parcels. Previously the site was used for agriculture and several homesites. A grading permit has been issued for the site (Exhibit A).

Zoning. The zoning of the overall Amelia Meadows 3rd Addition development is RM-3, Medium Density Residential District and RST-2, Single and Two Family Residential

District. Attached townhomes and single family homes, respectively, are permitted uses within those districts.

SINGLE FAMILY LOT REQUIREMENTS

Lot Area. Single family lots within the RST-2 District are currently required to provide a minimum lot area of 7,500 square feet for interior lots and 9,520 square feet for corner lots. At the time of preliminary plat approval, the minimum lot area for an interior lot was 8,400 square feet and 10,200 square feet for a corner lot. The area of the 31 lots in the final plat meet the minimum square footage required.

Lot Width. The current minimum lot width for single-family lots within the RST-2 District is 55 feet for interior lots and 70 feet for corner lots but when the Amelia Meadows preliminary plat was approved, the minimum lot width for single family lots was 70 feet for interior lots and 85 feet for corner lots. All lots meet the minimum lot width requirement.

Setbacks. Setback requirements for single family lots in the RST-2 District is outlined below:

Front	Side (Interior)	Side (Corner)	Rear
20 feet - house 25 feet - garage	7 feet	20 feet	30 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

ATTACHED TOWNHOME DEVELOPMENT STANDARDS

Lot Requirements. The following minimum requirements for attached townhome building setbacks in the RM-3 District pertain to the Amelia Meadows 3rd Addition final plat:

	Base Lot	Between Buildings	Front Yard to ROW	Front Yard to private drive	Building to arterial street
RM-3	10 feet	14 feet	10 feet - house 25 feet - garage	30 feet	30 feet

The proposed unit lots shown on the Autumn Meadows 3rd Addition final plat have sufficient area to accommodate attached townhome units. The RM-3 District requires at least 3,800 square feet per unit. The Autumn Meadows 3rd Addition final plat has an average of just under 6,000 square feet per unit for the attached townhomes area, which exceeds the minimum lot area per unit requirements of the RM-3 District.

Exterior Materials. Each unit must meet the requirements of Section 11-60-21.B.3, which requires that a minimum of 25% of the area of each elevation of the unit must

have an exterior finish of brick, stucco, and/or natural or artificial stone. Except for brick, stucco, and/or natural or artificial stone, no single elevation may have more than 75% of one type of finish or have more than 60% of all elevations of one type of finish. The City has deemed the use of cement fiberboard material as satisfying the minimum masonry material requirement and is therefore also allowed to exceed the maximum area limit for non-masonry materials.

Garage Area. The RM-3 District requires that a minimum of one (1) of the off-street parking stall per dwelling unit required by the Zoning Ordinance be provided within an enclosed garage attached to the principal building.

Homeowner's Association. A homeowner's association is required to be established for ownership and maintenance of the 36 attached townhome lots and Outlots B and C. Prior to building permits being issued for the townhomes, the Developer must submit the HOA documents for review by the City Attorney, as well as provide proof that the HOA documents have been recorded and that all common areas have been deeded to the HOA for ownership.

Landscaping. Each townhome building must provide landscaping at the immediate perimeter of the unit. The overall landscaping for the site must be installed as shown on the landscape plan dated October 16, 2024. All landscaped areas, including common open space and public right of way, must have an inground irrigation system with an automatic controller. A security of $25,110 is required to guarantee installation of the landscaping within the townhome common area.

Development Density. The Amelia Meadows 3rd Addition final plat includes a total of 67 dwelling units on 23.24 acres, for a gross density of 2.88 units per acre. The area of the 31 single family home lots and adjacent public right-of-way is 11.49 acres, which is a net density of 2.70 units per acre. The area of the 36 attached townhome lots is 4.95 acres, which is a net density of 7.27 units per acre.

Phasing. This is the third of four phases of the Amelia Meadows preliminary plat. The first phase included 49 single family lots and the second phase included eight single family homes and 62 attached townhomes. After approval of the Amelia Meadows 3rd Addition final plat of the remaining 31 single family lots and 36 attached townhome lots, there will be 46 attached townhome lots to be platted.

Outlots. There are three outlots proposed with the Amelia Meadows 3rd Addition final plat.

Outlot A is 6.89 acres in area and will be retained by the Developer for future development.

Outlot B is 0.70 acres in area and will be deeded to the HOA for common open space and private drives for townhome access.

Outlot C is 1.06 acres in area and will be deeded to the HOA for common open space and private drives for townhome access.

Access. Amelia Meadows 3rd Addition will have access to 200th Street via Gallifrey Way.

Streets & Right-of-Way. Amelia Meadows 3rd Addition is adjacent to and will include the construction of the following streets:

Gallifrey Way is a minor collector street that will be constructed with Amelia Meadows 2nd Addition. Lot 16, Block 2 and Lot 1, Block 3 are prohibited from having driveway access to Gallifrey Way.

Gadston Avenue will be a local residential 32-foot-wide street within a 60-foot wide right of way that will extend north from it's current terminus to intersect with Gafford Drive and then end in a permanent cul de sac. A five-foot-wide sidewalk is required to be constructed on the east side of the street, extending from it's current terminus to the intersection with Gafford Drive.

Gafford Drive will be a local residential 32-foot-wide street within a 60-foot right of way with a five-foot-wide sidewalk on one side of the street. It will be extended east from Gallifrey Way and end at the north plat boundary. A temporary cul-de-sac and "Future Street Extension" signs and barricades must be placed at the north end of the Gafford Drive. The Developer shall grant the city a temporary public roadway, drainage, and utility easement as well as provide a $5,000 security for the future removal and restoration.

Gerber Pass will be a local residential 32-foot-wide street within a 60-foot right of way that will be extended from it's current terminus and end at the north plat boundary. A five-foot-wide sidewalk shall be constructed on one side of the street and the Developer shall install "Future Street Extension" signs and barricades at the north end of the street.

Private Drives. There will be two private drives within Outlots B and C to provide access to the 36 attached units. The private drives must be a minimum of 24 feet in width and must be posted as no parking zones on both sides of the driveway.

Dakota County Plat Commission. The Amelia Meadows 3rd Addition final was reviewed at the Plat Commission's January 28, 2026 meeting, where the Amelia Meadows 3rd Addition final plat was recommended for approval.

Park Dedication. The City's Parks Trails and Open Space Plan does not identify a future neighborhood park within the Amelia Meadows 3rd Addition plat boundary. Park dedication will be satisfied through a cash contribution of $333,349.00. See the March 9, 2026 engineering report for more details.

Tree Preservation. A tree preservation plan was approved with the preliminary plat. It indicated 196 trees on site, all of which were proposed to be removed with the development. Grading activity has been ongoing on site and tree removal has been completed.

Wetlands. A wetland delineation was completed for the site on February 27, 2024. There are two small wetlands adjacent to the water quality corridor, which is being realigned and restored with the development of Amelia Meadows plat.

Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the March 9, 2026 engineering report.

RECOMMENDATION

The Amelia Meadows 3rd 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 Amelia Meadows 3rd Addition final plat subject to the following conditions:

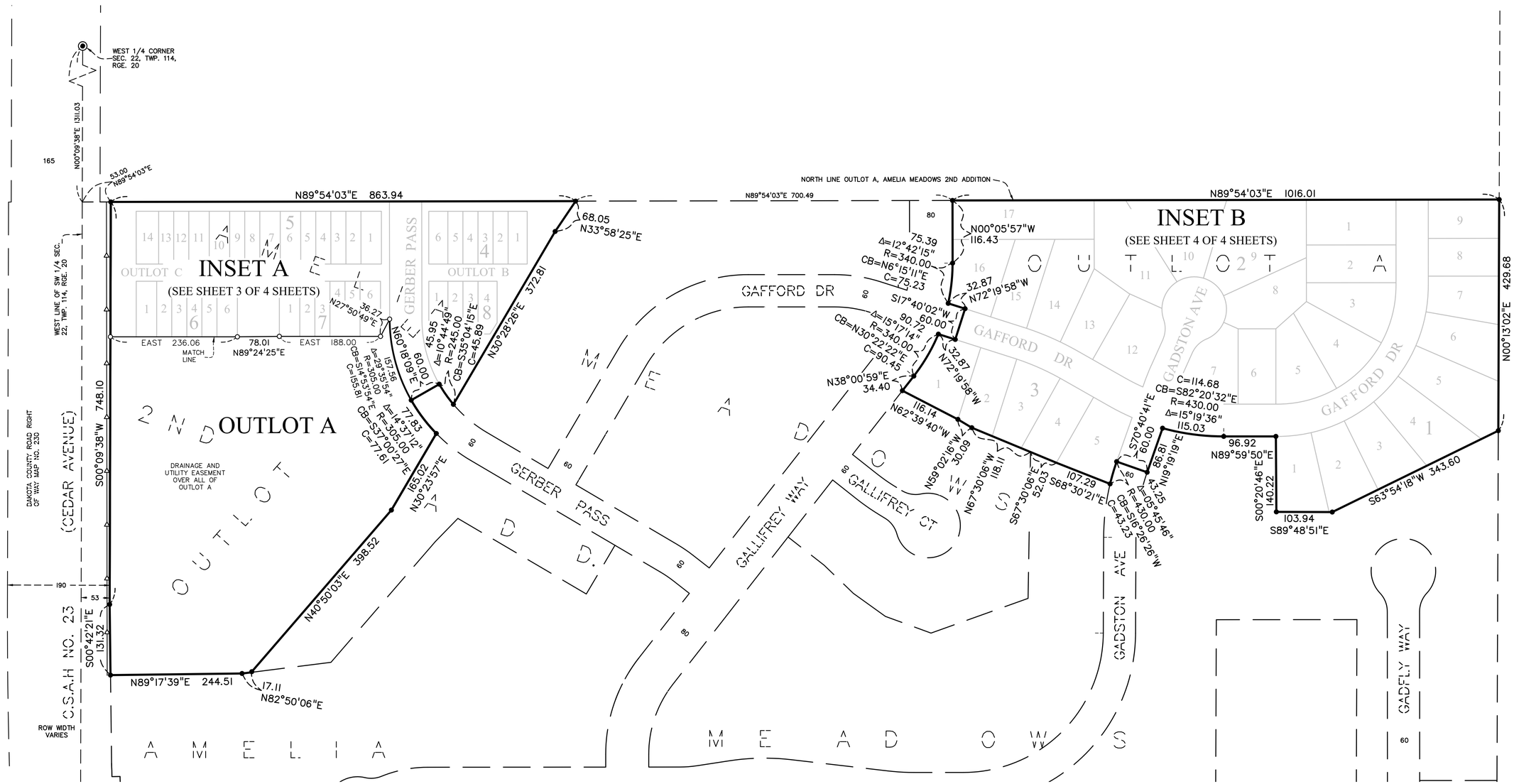
1. The recommendations listed in the March 9, 2026 engineering report.
2. A five-foot-wide concrete sidewalk shall be constructed along one side of Gafford Drive and Gerber Pass at the developer's expense as shown on the approved final plat plans.
3. A "Future Street Extension" sign and barricades must be placed at the north terminus of Gafford Drive. The Developer must grant a temporary turnaround easement over the temporary cul de sac location and provide a $5,000 security for its future removal and restoration.
4. A "Future Street Extension" sign and barricades must be placed at the north end of Gerber Pass.
5. Lot 16, Block 2 and Lot 1, Block 3 are prohibited from having driveway access to Gallifrey Way.
6. The developer shall pay $333,349.00 in park dedication fees with the final plat.
7. The approved landscape plan is dated October 16, 2024, and landscaping on site must be installed per the approved plan. All landscaped areas, including common open space and public right of way, must have an inground irrigation system with an automatic controller. Prior to a landscape inspection, an as-built landscape plan must be submitted to the City. A security of $25,110 is required to be submitted with the final plat to guarantee installation of the landscaping.
8. Prior to building permits being issued for the townhomes, the Developer must submit the HOA documents for review by the City Attorney, as well as provide proof that the HOA documents have been recorded and that all common areas have been deeded to the HOA for ownership.



City of Lakeville
Location Map
Amelia Meadows 3rd
Final Plat

EXHIBIT A

AMELIA MEADOWS 3RD ADDITION



- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269.
- Denotes Restricted Access to Dakota County per the Document Number 3687582

NORTH

100 50 0 50 100 200

SCALE IN FEET

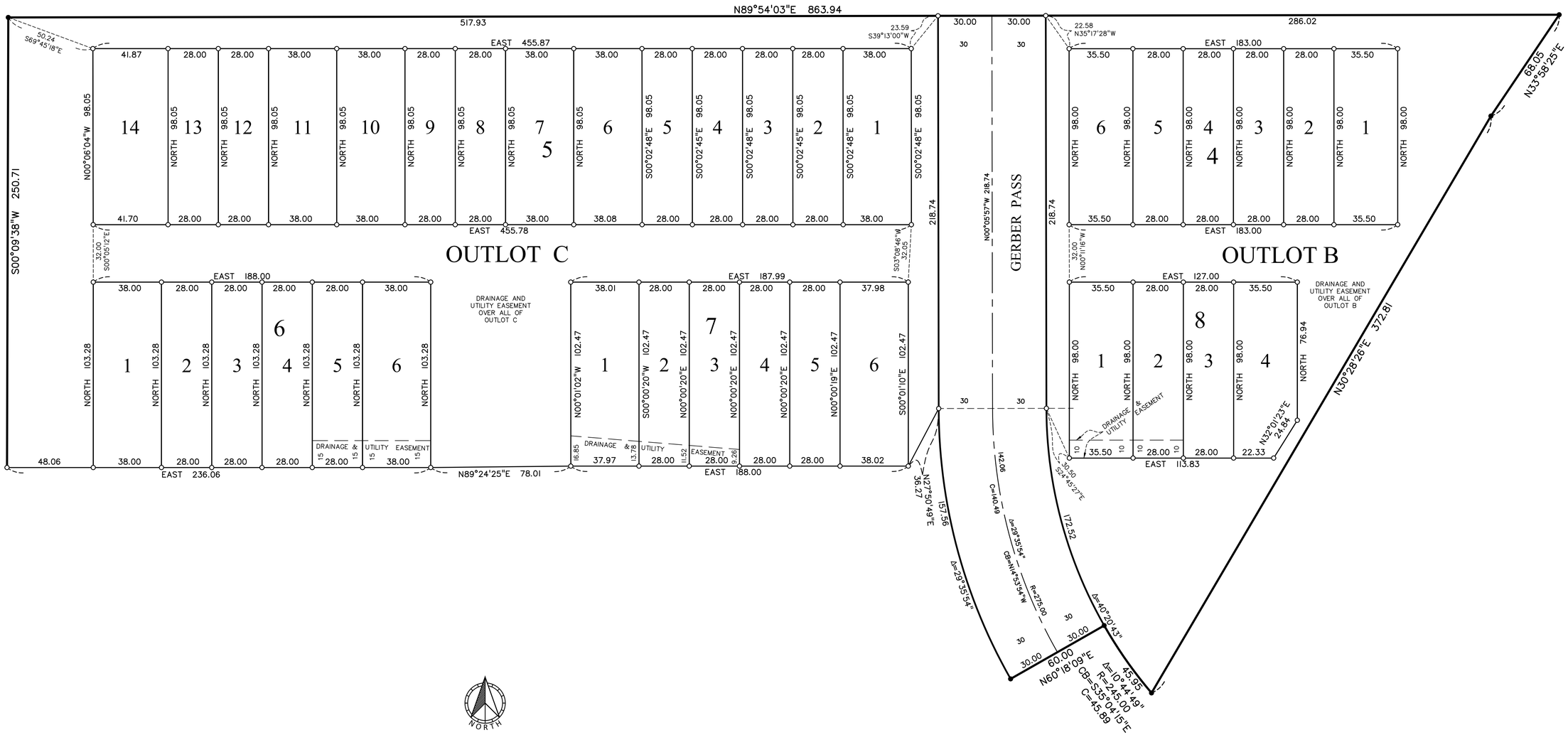
The basis for the bearing system is the north line of Outlot A, AMELIA MEADOWS 2ND ADDITION and is assumed to bear North 89 degrees 54 minutes 03 seconds East

SATHRE-BERGQUIST, INC.

AMELIA MEADOWS 3RD ADDITION

INSET A

FROM SHEET 2 OF 4 SHEETS



NORTH

30 15 0 15 30 60

SCALE IN FEET

The basis for the bearing system is the north line of Outlot A, AMELIA MEADOWS 2ND ADDITION and is assumed to bear North 89 degrees 54 minutes 03 seconds East (See Sheet 2 of 4 Sheets)

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.

● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

SATHRE-BERGQUIST, INC.

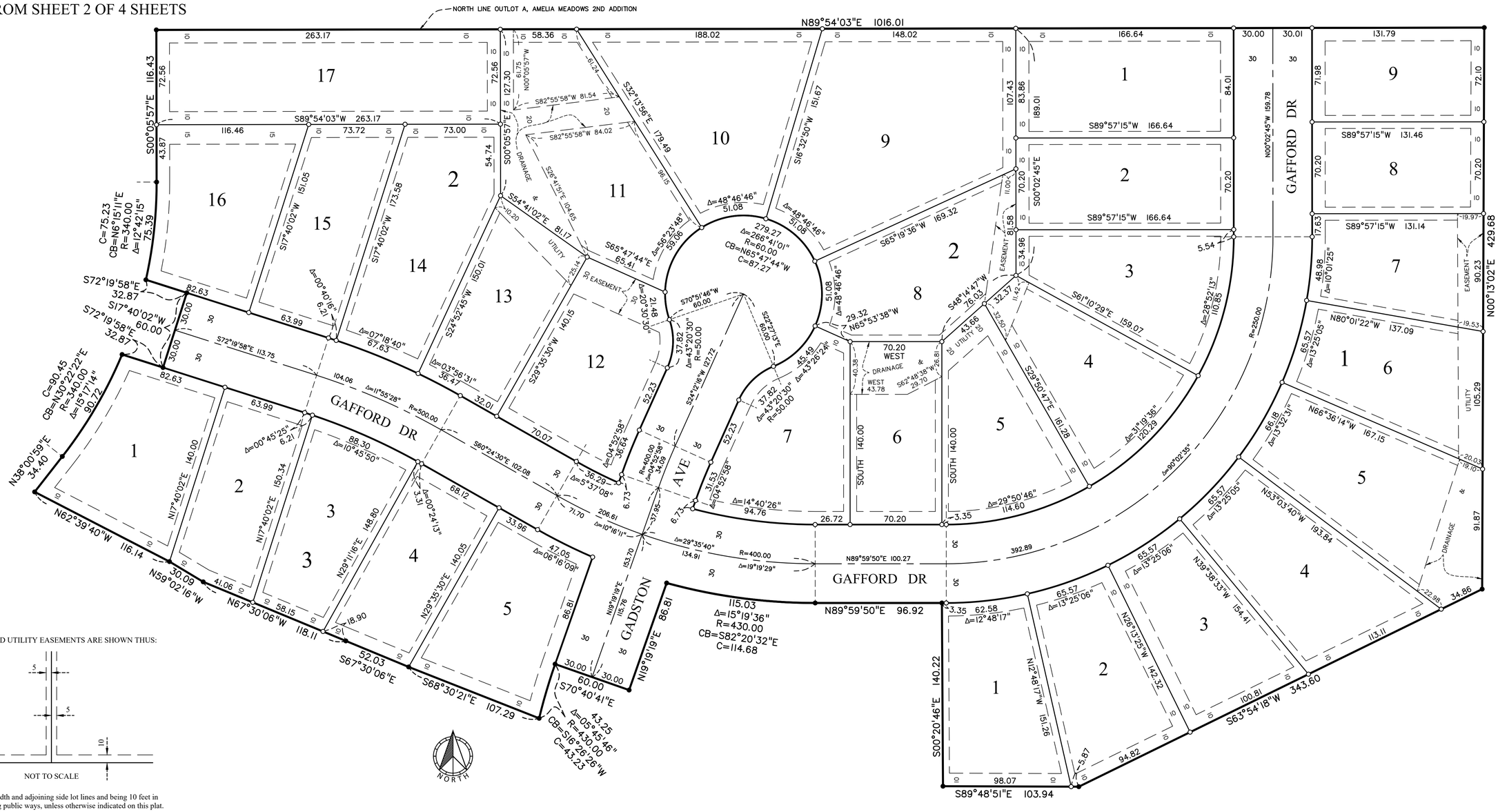
ENGINEERS SURVEYORS DESIGNERS PLANNERS

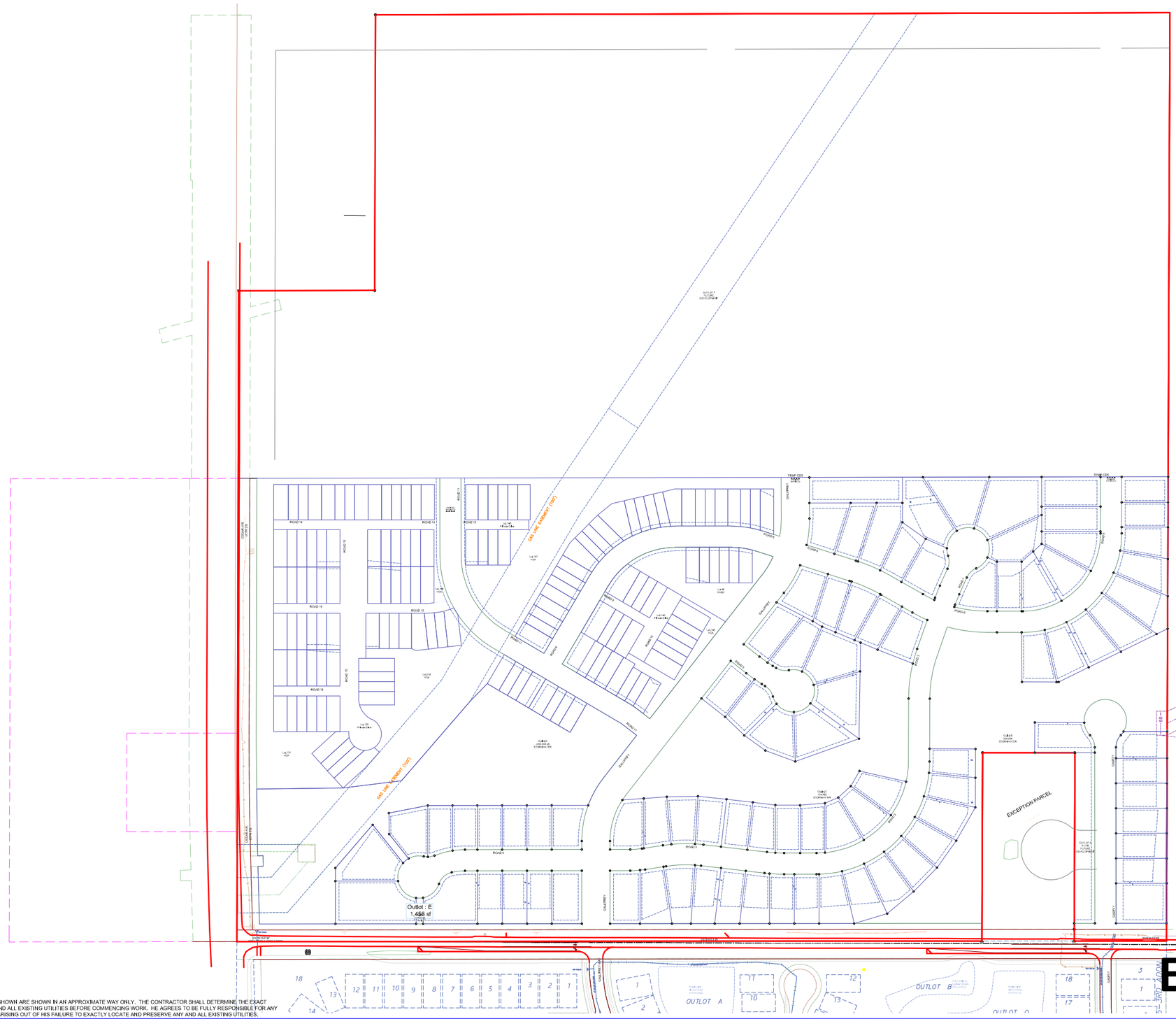
EXHIBIT B

AMELIA MEADOWS 3RD ADDITION

INSET B

FROM SHEET 2 OF 4 SHEETS


NORTH LINE OUTLOT A, AMELIA MEADOWS 2ND ADDITION
N89°54'03"E 1016.01
GAFFORD DR
GADSTON AVE
S00°05'57"E 116.43
S89°54'03"W 263.17
S72°19'58"E 32.87
S17°40'02"W 60.00
S72°19'58"E 32.87
C=90.45 CB=N30°22'22"E R=340.00 Δ=15°17'14" 90.72
N38°00'59"E 34.40
N62°39'40"W 116.14
N59°02'16"W 30.09
N67°30'06"W 118.11
S67°30'06"E 52.03
S68°30'21"E 107.29
S70°40'41"E 60.00
N19°19'19"E 86.81
115.03 Δ=15°19'36" R=430.00 CB=S82°20'32"E C=114.68
N89°59'50"E 96.92
S00°20'46"E 140.22
S89°48'51"E 103.94
N89°59'50"E 100.27
392.89
N00°13'02"E 429.68
S00°02'45"W 159.78
S89°57'15"W 166.64
S89°57'15"W 131.46
S89°57'15"W 131.14
S89°57'15"W 131.79
S00°05'57"E 1316.43
S89°54'03"W 263.17
S82°55'58"W 81.54
S82°55'58"W 84.02
S32°13'56"E 179.49
S16°32'50"W 151.67
S65°19'36"W 169.32
S54°41'02"E 81.17
S65°47'44"E 65.41
S24°52'45"W 150.01
S29°35'30"W 140.15
S24°12'16"W 127.72
S45°14'47"W 76.03
S61°10'29"E 159.07
S29°50'47"E 161.28
S26°48'38"W 26.81
S62°48'38"W 29.70
S00°05'57"E 61.75
S26°41'51"E 104.65
S17°40'02"W 151.05
S17°40'02"W 173.58
S17°40'02"W 140.00
S17°40'02"E 150.34
N17°40'02"E 140.00
N29°11'16"E 148.80
N29°35'30"E 140.05
N19°19'19"E 115.76
S00°02'45"E 140.00
S00°02'45"E 140.00
S00°02'45"E 140.00



Notes:
Lot Count - 232
Single Family - 88
Multi Family - 144

Single Family Lots RST-2
Lot Width: 70' Interior / 85' Corner
Lot Area: 8,400sf Interior / 10,200sf Corner
Front Yard Setback: 20' Garage
25' Living
Side Yard Setback: 7' / 7', 14' Total
Side Yard Setback Corner Lot: 20'
Rear Yard Setback: 30'

Multi-Family lots RM-3
Front Yard Setback: 25' (Public St - Garage)
30' (Private St - Garage)
30' Collector
10' Public ROW - Except Collector
Building to Building Setback: 14'

50' Setback from CSAH Highway Right of Way

Streets
Local -
60' ROW (32' b-b street)
CDS - 45'R (curb)
Collector -
80' ROW (32' b-b)

PID: 220220055020
Site Area: +/- 139,312 sf (3.20 ac)

PID: 220220050010
Site Area: +/- 3,187,347 sf (73.17 ac)
Exclude +/- 1,737,542 sf (39.89 ac)

PID: 220220051011
Site Area: +/- 2,446,449 sf (56.16 ac)
Exclude +/- 1,312,862 sf (30.14 ac)

PID: 220220052020
Site Area: +/- 199,958 sf (4.59 ac)
Exclude +/- 94,304sf (2.16 ac)

PID: 220220054020
Site Area: +/- 171,987 sf (3.95 ac)

PID: 220220054010
Site Area: +/- 123,261 sf (2.83 ac)

PID: 220220051012
Site Area: +/- 203,403 sf (4.67 ac)

Gas Pipeline Area: +/- 161,047 sf (3.70 ac)

CSAH ROW Area: +/- 188,168sf (4.32 ac) (New Dedication)

Pond HWL Area:+/- 172,398 sf (3.96 ac)

Gross Area:+/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16 = 73.55 ac

Gross Density: 232/73.55 = 3.15 u/ac

Net Area: +/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16-3.7-4.32-3.96 = 64.4 ac

Net Density: 232/(64.4) = 3.60 u/ac

Street Length -
6,415 lf Local
1,493 lf Collector
2,437 lf Private

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : CHARLES A. WIEMERSLAGE, P.E. EMAIL: CWIEMERSLAGE@SATHRE.COM	DEVELOPER LENNAR 16305 36th Ave N, Suite 600 Plymouth, MN 55446 CONTACT: STEVE TROSKEY PHONE: (612) 590-0531 EMAIL: STEVE.TROSKEY@LENNAR.COM

EXHIBIT C

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
XXX	1	CAW	6/14/2024	DIMENSIONS
DRAWN	2	CAW	8/13/2024	CITY COMMENTS
XXX	3	CAW	9/17/2024	CITY COMMENTS
CHECKED	4	CAW	10/16/2024	CITY COMMENTS
XXX				
DATE				
XX/XX/XX				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'s EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Dated this _24th_ day of _May_, 2024_.

Colyn M. Yvete, PLS Minnesota License No. 62269
cyvete@sathre.com

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--
LAKEVILLE, MINNESOTA

PRELIMINARY PLAT
CEDAR HILLS NORTH
LENNAR

FILE NO.
5401-697
PP1

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

January 29, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **AMELIA MEADOWS 3RD ADDITION**

The Dakota County Plat Commission met on January 28, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 23 (Cedar Ave.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

This is a replat of two outlots from AMELIA MEADOWS 2ND ADDITION. Restricted access is shown along CSAH 23 per document no. 3687582. There were no further comments.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on March 3, 2026.

Traffic volumes on CSAH 23 are 21,800 ADT and are anticipated to be 39,000 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:

EXHIBIT D

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Jon Nelson, Assistant City 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: March 9, 2026

Subject: Amelia Meadows 3rd Addition

- Final Plat Review
- Grading and Erosion Control Plan Review
- Utility Plan Review
- Tree Preservation Review

BACKGROUND

Lennar has submitted a final plat named Amelia Meadows 3rd Addition. This is the third phase of the Cedar Hills North preliminary plat approved by the City Council on November 18, 2024. The proposed subdivision is located east of and adjacent to Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). The parent parcels consist of Outlot A and Outlot E, Amelia Meadows 2nd Addition, zoned RST-2 (Single and Two-Family Residential).

The final plat consists of thirty-one (31) single-family lots and thirty-six (36) multi-family lots within eight (8) blocks, and three (3) outlots on 23.24 acres.

The outlots created with the final plat shall have the following use:

Outlot A: Future development; to be retained by developer (6.89 acres)
Outlot B: Common Lot; to be deeded to HOA (0.70 acres)
Outlot C: Common Lot; to be deeded to HOA (1.06 acres)

The proposed development will be completed by:

Developer:	Lennar
Engineer/Surveyor:	Sathre-Bergquist, Inc.

SITE CONDITIONS

The Amelia Meadows 3rd Addition site is agricultural land and contains a drainageway south of the plat area traveling west to east. The site drains south towards the drainageway.

STREET AND SUBDIVISION LAYOUT

Cedar Avenue (CSAH 23)

Amelia Meadows 3rd Addition is located east of Cedar Avenue, a minor arterial County highway, as identified in the City's Transportation Plan. Cedar Avenue is currently constructed as a four-lane divided rural roadway with an urban center median. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100 feet and designates this roadway as a future six-lane urban roadway over its entire length adjacent to the plat. The Developer has dedicated the necessary right-of-way as shown on the final plat. The Amelia Meadows 3rd Addition final plat was reviewed and recommended for approval by the Dakota County Plat Commission at their January 28, 2026 meeting.

Local Roads

Development of Amelia Meadows 3rd Addition includes the construction of Gafford Drive, Gadston Avenue, and Gerber Pass, local roadways. Gafford Drive and Gerber Pass are designed as 32-foot-wide urban roadways with a five-foot sidewalk along one side of the street within 60-feet of right-of-way. Gadston Avenue is designated as a 32-foot-wide urban roadway and will terminate in a permanent cul-de-sac on the north end. The Developer shall construct a temporary cul-de-sac at the north end of Gafford Drive within a temporary public roadway, drainage and utility easement and provide a $5,000 security for the future removal and restoration.

Private Roads

Development of Amelia Meadows 3rd Addition includes the construction of privately owned and maintained roads within Outlots B and C.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Gallifrey Way.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Amelia Meadows 3rd Addition. The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat.

Development of Amelia Meadows 3rd Addition includes the construction of public trails and sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets in accordance with City Standards.

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:

31 units Total Units (Low-Density) Amelia Meadows 3rd Addition	x $6,007.00 2026 Unit Rate (Low-Density)	= $186,217.00 Park Dedication Fee Amelia Meadows 3rd Addition (Low-Density)
36 units Total Units (Medium-Density) Amelia Meadows 3rd Addition	x $4,087.00 2026 Unit Rate (Medium-Density)	= $147,132.00 Park Dedication Fee Amelia Meadows 3rd Addition (Medium-Density)
$186,217.00 Park Dedication Fee Amelia Meadows 3rd Addition (Low-Density)	+ $147,132.00 Park Dedication Fee Amelia Meadows 3rd Addition (Medium-Density)	= $333,349.00 Park Dedication Fee Amelia Meadows 3rd Addition

The Developer shall satisfy the park dedication requirement for Outlot A with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Amelia Meadows 3rd Addition is located within subdistricts FO-60100 and FO-60200 of the Farmington Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Amelia Meadows 3rd 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 trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

Amelia Meadows 3rd Addition shall extend the sanitary sewer trunk line to the northern plat boundary in conformance with the City's Sanitary Sewer Comprehensive plan. The city will credit the Developer for the oversizing of the trunk sanitary sewer constructed within the development improvements. The credit will be based on the cost difference between 8-inch sanitary sewer and the sanitary sewer that will be installed. The credit will be applied to the Developer's final plat cash fees and will be based on an estimate provided by the Developer's engineer.

Development of Amelia Meadows 3rd Addition includes the construction of privately owned and maintained sanitary sewer within Outlots B and C.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and is required with the final plat, calculated as follows:

67 units	x $327.00	= $21,909.00
Total Units Amelia Meadows 3rd Addition	2026 Unit Rate	Sanitary Sewer Availability Charge Amelia Meadows 3rd Addition

The Sanitary Sewer Availability Charge for Outlot A will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

Amelia Meadows 3rd Addition includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. 8-inch watermain will be extended to the northern plat boundary at Gerber Pass to service future development. Amelia Meadows 3rd Addition shall extend the 16-inch and 12-inch watermain trunk lines to the north plat boundary in conformance with the City's Comprehensive Water Plan.

Amelia Meadows 3rd Addition includes the construction of privately owned and maintained watermain within Outlots B and C.

DRAINAGE AND GRADING

Amelia Meadows 3rd Addition is located within subdistricts FO-018, FO-039 and FO-053 of the Farmington stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Amelia Meadows 3rd Addition does not include the construction of stormwater management basins. Drainage will be directed to stormwater management basins constructed with Amelia Meadows final plat to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington. No building permits will be issued for the 3rd Addition until all basin and channel restoration work is completed in the 1st Addition.

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.

Amelia Meadows 3rd 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.

STORM SEWER

Amelia Meadows 3rd 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 constructed with the Amelia Meadows final plat.

Draintile construction is required in areas of non-granular soils 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 Amelia Meadows 3rd Addition		1,012,742.00 s.f.
Less Area of Outlot A (Future Development)	(-)	300,438.00 s.f.
Less Area of Single-Family	(-)	500,457.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	211,847.00 s.f.

Storm Sewer Charge Summary		
Gross Area of Single-Family		500,457.00 s.f
Total Storm Sewer Charge Area (Single-Family)	=	500,457.00 s.f.

211,847.00 s.f. Net Area Amelia Meadows 3rd Addition (Multi-Family)	x $0.198/s.f. 2025 Unit Rate (Multi-Family)	= $41,945.71 Storm Sewer Charge Amelia Meadows 3rd Addition (Multi-Family)
500,457.00 s.f. Net Area Amelia Meadows 3rd Addition (Single-Family)	x $0.178/s.f. 2025 Unit Rate (Single-Family)	= $89,081.35 Storm Sewer Charge Amelia Meadows 3rd Addition (Single-Family)
$41,945.71 Storm Sewer Charge Amelia Meadows 3rd Addition (Multi-Family)	+ $89,081.35 Storm Sewer Charge Amelia Meadows 3rd Addition (Single-Family)	= $131,027.06 Storm Sewer Charge Amelia Meadows 3rd Addition

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

RESIDENTIAL BUFFER YARD REQUIREMENTS

Cedar Avenue is a minor arterial 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 Cedar Avenue consistent with the Zoning Ordinance. 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

Amelia Meadows 3rd Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0212E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part of the Amelia Meadows plat, the previously farmed and eroded channel will be realigned and restored. No additional impacts are proposed to wetlands with this Addition.

All wetlands, channel and buffers were placed in a city owned outlot. The developer is responsible for the establishment of the channel with native vegetation and will be required to manage the site for a minimum of five years or until it is fully established. Natural Area signs will be installed along the channel and buffer areas (seven locations).

TREE PRESERVATION

The tree preservation plan for Amelia Meadows identified 196 trees on site with 1 tree within the 3rd Addition. The trees have subsequently been removed upon issuance of a grading permit prior to recording of the final plat.

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has been collected on the parent parcels with Amelia Meadows final plat.

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Amelia Meadows 3rd Addition. Construction costs are based upon a cost estimate submitted by the Developer's engineer on January 9, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer	$ 682,946.93
Watermain	454,055.50
Storm Sewer	374,306.00
Streets	709,642.00
Erosion Control and Restoration	20,000.00
SUBTOTAL - CONSTRUCTION COSTS	$ 2,240,950.43

OTHER COSTS	
Developer's Design (3.0%)	$ 67,228.51
Developer's Construction Survey (2.5%)	56,023.76
City's Legal Expense (0.5%)	11,204.75
City Construction Observation (5.0%)	112,047.52
Developer's Record Drawing (0.5%)	11,204.75
Gafford Drive Temporary Cul-De-Sac Removal	5,000.00
Natural Area Signs	1,050.00
Streetlights	7,200.00
Landscaping	25,110.00
Lot Corners/Iron Monuments	7,000.00
SUBTOTAL - OTHER COSTS	$ 303,069.29
TOTAL PROJECT SECURITY	**$ 2,544,019.72**

The street light security totals $7,200 which consists of six (6) 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 $7,000.00. 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 $1,525.00 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 additional $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:

67 units	x $42.52/unit	= $2,848.84
Total Units Amelia Meadows 3rd Addition	2026 Rate	Streetlight Operating Fee Amelia Meadows 3rd Addition

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

31 units	x $64.00/unit	= $1,984.00
Total Units (Single Family) Amelia Meadows 3rd Addition	2026 Rate	Environmental Resources Fee Amelia Meadows 3rd Addition (Single Family)

36 units	x $64.00/unit	x 0.50	= $1,152.00
Total Units (Townhomes) Amelia Meadows 3rd Addition	2026 Rate	Utility Factor	Environmental Resources Fee Amelia Meadows 3rd Addition (Townhomes)

$1,984.00	+ $1,152.00	= $3,136.00
Environmental Resources Fee Amelia Meadows 3rd Addition (Single Family)	Environmental Resources Fee Amelia Meadows 3rd Addition (Townhomes)	Environmental Resources Fee Amelia Meadows 3rd 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:

70 lots/outlots	x $90.00/unit	= $6,300.00
Lots/Outlots Amelia Meadows 3rd Addition	2026 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Amelia Meadows 3rd 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 $67,228.51.

CASH REQUIREMENTS	
Park Dedication	$ 333,349.00
Sanitary Sewer Availability Charge	21,909.00
Storm Sewer Charge	131,027.06
Traffic Control Signs	1,525.00
Streetlight Operating Fee	2,848.84
Environmental Resources Management Fee	3,136.00
Property Data and Asset/Infrastructure Management Fee	6,300.00
City Engineering Administration (3.00%)	67,228.51
SUBTOTAL – CASH REQUIREMENTS	$ 567,323.41

CREDITS TO CASH REQUIREMENTS	
Trunk Watermain Oversizing Credit	$ 72,260.00
Trunk Sanitary Sewer Oversizing Credit	289,450.00
City 3/8 Trail Cost – 200th Street and Cedar Avenue	8,347.50
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	$ 370,057.50
TOTAL CASH REQUIREMENTS	$ 197,265.91

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, utility plan, and landscape plan for Amelia Meadows 3rd Addition, subject to the requirements and stipulations within this report and previous development contracts of Amelia Meadows additions.

Date: 4/6/2026

Encroachment Agreement with Mallard Shores Association for Private Improvements in Public Property

Proposed Action

Staff recommends adoption of the following motion: Move to approve an Encroachment Agreement with Mallard Shores Association for private improvements in public property.

Overview

Mallard Shores Association requests approval of existing privately-owned and maintained retaining walls in public property (Outlot A, Mallard Shores). Mallard Shores Association will own and maintain the retaining walls and is responsible for removing the private improvements if the City determines the public property must be utilized.

Supporting Information

1. Encroachment Agreement

Financial Impact: $0 **Budgeted:** No **Source:** N/A
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Jonathan Nelson, Assistant City Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City"), and **MALLARD SHORES ASSOCIATION,** a Minnesota non-profit corporation ("Mallard Shores Association").

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

PID 22-47050-00-010

Outlot A, Mallard Shores, Dakota County, Minnesota, according to the recorded plat thereof.

("City Property" or "Subject Property")

Wright Homes, Inc., the developer of Mallard Shores Association, installed retaining walls ("Improvements") which encroach on the City Property as depicted on the survey sketch attached hereto as Exhibit "A".

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment of the Improvements within the City Property. Further conditions of encroachment approval are as follows:

- The Improvements located within the City Property shall not impact or increase water drainage on the City Property or cause any adverse drainage patterns or erosion to the City Property.

- To the best its knowledge, Mallard Shores Association agrees the construction of the Improvements when completed was consistent with all applicable federal, state and local laws and regulations.

- Mallard Shores Association will own and maintain the Improvements encroaching into the City Property.

- Mallard Shores Association, its successors and assigns, are fully responsible and liable for any and all damage caused to the retaining walls because of them being constructed in the City Property.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach in the City Property, Mallard Shores Association, for itself, its successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the City Property, including the Improvements within the City Property, caused in whole or in part by the encroachment into the City Property.

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

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

[Remainder of page is intentionally left blank.
Signature pages to 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 Ann Orlofsky, respectively 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

MALLARD SHORES ASSOCIATION

By: Jane Johnson
Jane Johnson [print name]
Its: President [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

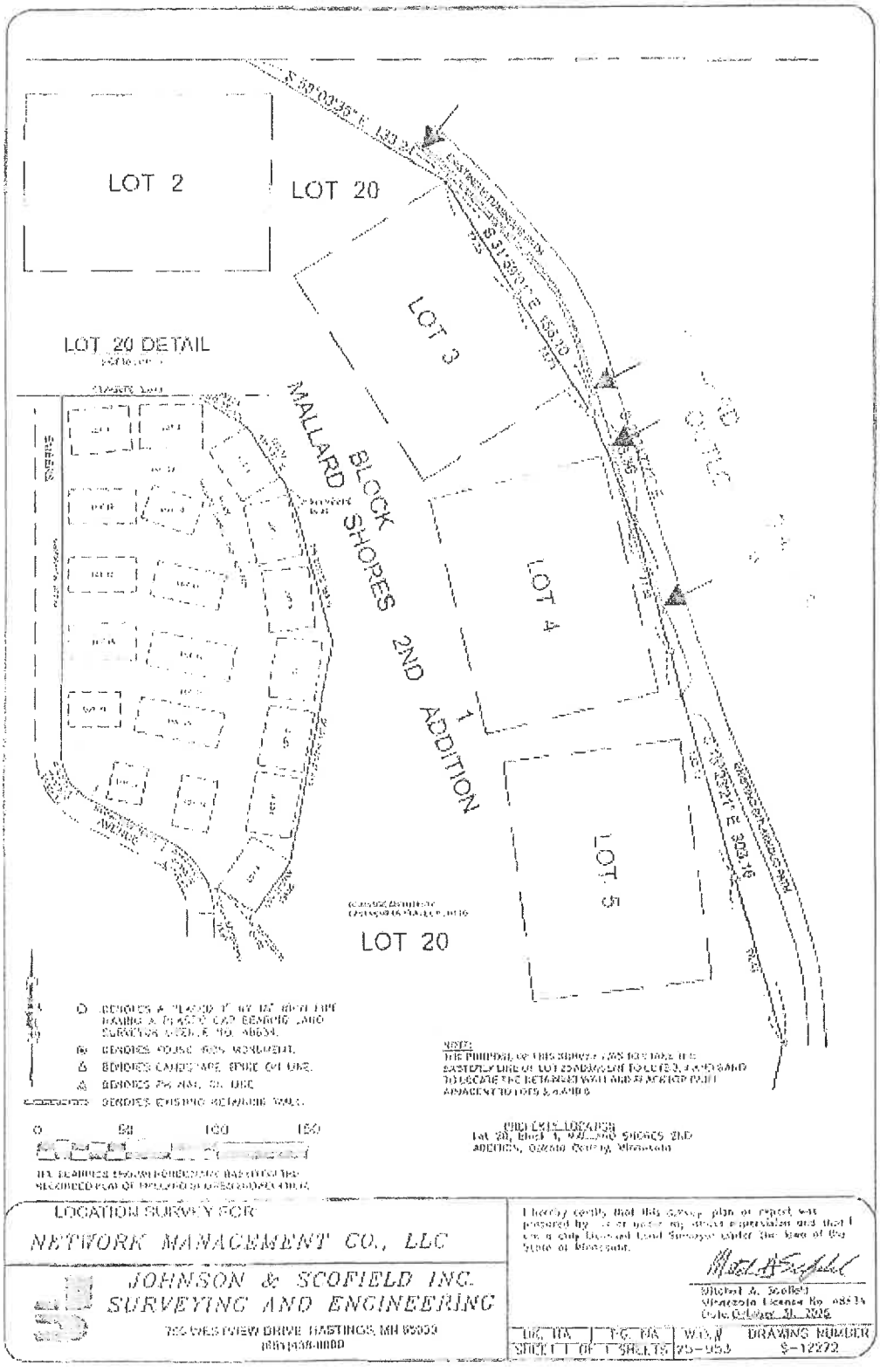
The foregoing instrument was acknowledged before me this 23 day of March, 2026, by Jane Johnson, the President of **MALLARD SHORES ASSOCIATION** a Minnesota non-profit corporation, on behalf of said entity.

Notary Public
My commission expires

DIANNE R. OLSEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

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

EXHIBIT "A"



238681v5

Date: 4/6/2026

Resolution Authorizing the Purchase of a 2026 Ford Transit Van for use as a Police Mobile Command Vehicle

Proposed Action
Staff recommends adoption of the following motion: Move to approve the Resolution authorizing the purchase of a 2026 Ford Transit Van for future build-out as a Police Mobile Command Vehicle.

Overview
The Police Department has identified the need to purchase a 2026 Ford Transit Van at a cost of $62,890 to be converted into a Mobile Command Vehicle. This purchase was not included in the approved 2026 budget; however, the Department proposes to fund the acquisition through reprioritization of existing 2026 capital funds.

Delivery of the van is estimated at 9-12 months. Once received, the build-out process is expected to take an additional 2-3 months, with completion vehicle to be placed into service late 2026 or early 2027.

To accommodate this purchase within 2026 capital budget, the Department plans to delay two replacement vehicles and related equipment. Additionally, with new portable radio technology available and needing to ensure all officers have the same radio model, portable radio replacements will take place at the end of 2027 and early 2028. These changes allow for the command vehicle to be built with 2026 capital funds, with capital funds moving to 2027 if the build is not completed in 2026.

Due to the extended procurement timeline and identified operational need, the Department is requesting authorization to begin the acquisition process at this time.

The Purchasing Policy requires Council authorization for purchases exceeding $20,000. There is no vehicle disposal associated with this request.

Although not included in the approved 2026 budget, the purchase will be accommodated within the Police Department's existing capital budget by delaying other planned vehicle and equipment replacements.

Financial Impacts
Vehicle Purchase: $62,890
Estimated Build-Out Costs: $164,389
Total project estimate: $227,279

Supporting Information

1. Ford Transit Build Quote - MacQueen (03-10-26)

Financial Impact: $0 **Budgeted:** Yes **Source:** Police Capital Fund
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Brad Paulson, Chief of Police

CITY OF LAKEVILLE

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE PURCHASE OF A 2026 FORD TRANSIT VAN FOR USE AS A POLICE MOBILE COMMAND VEHICLE

WHEREAS, the Police Department has identified the operational need for a Mobile Command Vehicle to support emergency response, incident management, and large-scale public safety events; and

WHEREAS, the Police Department has obtained a quote from Midway Ford for the purchase of a 2026 Ford Transit Van in the amount of $62,890; and

WHEREAS, delivery of the vehicle is estimated at 9-12 months, after which the vehicle will be outfitted and converted into a Mobile Command Vehicle; and

WHEREAS, funding for the vehicle purchase will be provided through reprioritization of existing 2026 Police capita funds; and

WHEREAS, the City's Purchasing Policy requires City Council authorization for purchases exceeding $20,000.

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

1. The City Council hereby authorizes the purchase of one (1) 2026 Ford Transit Van from Midway Ford in the amount of $62,890 for future build-out as a Police Mobile Command Vehicle.

2. The City Administrator and City staff are authorized to execute all documents necessary to complete the purchase in accordance with the City's Purchasing Policy and approved capital funding.

ADOPTED by the Lakeville City Council this 6th day of April 2026.

CITY OF LAKEVILLE:

_____
Luke M Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	CONTRACT N...	MACQUEEN STATE OF MINNESOTA CONTRACT RELEASE: V-30(5), CONTRACT NUMBER 279658 - MSP & CPV			0.00	0.00
1	VEHICLE	2026 FORD TRANSIT T-350 148" WB EXTENDED HIGH ROOF - BLACK UNIT #: VIN #: MILEAGE:			0.00	0.00
1	CUSTOMER S...	**********CUSTOMER TO SUPPLY THE FOLLOWING********** CRADLEPOINT ROUTER CRADLEPOINT EXTERNAL ANTENNA DOCKING STATION POWER SUPPLY FOR DOCKING STATION MOTOROLA 800MHZ RADIO SYSTEM WITH DUAL HEADS AND 30' TRANSCEIVER DATA CABLES			0.00	0.00
1	EX-MISC SUP...	ORION STEALTH+ BLACK POWDER COATED ALUMINUM ROOF RACK FOR 2026 FORD TRANSIT 148" EXTENDED HIGH ROOF	$2,700.00	25%	3,600.00	3,600.00
1	F45S-350-BLK	FIAMMA F45S - 350 - PASSENGER'S SIDE POWERED AWNING WITH LED LIGHT STIPS ON STATIONARY AND MOVING ENDS - BLACK HOUSING	$2,544.00	25%	3,392.00	3,392.00
1	SWIVEL SEA...	SCOPEMA PASSENGER'S SEAT SWIVEL KIT FOR 2013+ FORD TRANSIT VANS	$399.00	25%	532.00	532.00

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
3	EX-MISC SUP...	JVC 43" 4K HDR LED SMART TV	$280.00	25%	373.33	1,119.99
1	EX-MISC SUP...	NEWLINE Q PRO SERIES 55" UHD DIGITAL SMARTBOARD	$4,200.00	25%	5,600.00	5,600.00
1	8X8HDMI	8X8 HDMI 4K VIDEO MATRIX ROUTER	$300.00	25%	400.00	400.00
1	EX-MISC SUP...	HDMI CABLING AND HDMI OVER CAT6 CONVERTERS	$1500.00	25%	2,000.00	2,000.00
1	7160-0537	GAMBER JOHNSON PEDESTAL BASE FOR 2015-2024 FORD TRANSIT VAN	279658		91.76	91.76
1	DS-STEP	GAMBER JOHNSON 4 IN. OFFSET STEP	279658		63.86	63.86
1	DS-LOWER-9	GAMBER JOHNSON 9" LOWER POLE	279658		57.66	57.66
1	7160-0178	GAMBER JOHNSON 7" UPPER POLE ASSEMBLY - CENTER PIVOT POINT	279658		83.08	83.08
1	7160-2000-09	GAMBER JOHNSON MONGOOSE 9" XLE MOTION ATTACHMENT	279658		388.74	388.74
2	7160-0231	GAMBER JOHNSON LONG SUPPORT BRACE 10.3" - 35.3"	279658		86.18	172.36
1	C-EB25-XTL-1P	HAVIS CONSOLE BRACKET FOR MOTOROLA XTL-1500, 2500, 5000 05 REMOTE HEAD RADIO ***FOR WORKSTATION RACEWAY RADIO HEAD***	279658		22.75	22.75
1	NMO58AU-NC	NMO ANTENNA BASE WITH 17 FT CABLE WITHOUT CONNECTOR (REPLACES BM-NC) NMO58AU-NC	279658		16.61	16.61
1	BMUF-8000	MAXRAD 0DB 800/CELL ANTENNA #BMUF-8000	279658		7.92	7.92

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE - SPECIFY CONTROL HEAD AND CANPORT INSTALL KITS SEPARATELY	279658		713.85	713.85
1	CCTL7	WHELEN CENCOM CORE CONTROL HEAD - 21 PUSHBUTTONS, 4 POSITION SLIDE SWITCH AND MICROPHONE WITH EXTENSION CABLE	279658		238.84	238.84
1	C399SP	WHELEN SCANPORT INSTALLATION KIT FOR C399, SEE WHELEN'S VEHICLE OUTFITTER FOR AVAILABLE COMPATIBILITY	279658		109.62	109.62
1	CV2V	WHELEN VEHICLE 2 VEHICLE SYNC MODULE	279658		217.96	217.96
1	SA315	WHELEN 100 WATT COMPOSITE HOUSING SIREN SPEAKER - BRACKETS SOLD SEPARATELY	279658		207.99	207.99
1	SAK1	WHELEN SAK1 SA-315 SIREN SPEAKER BRACKET - UNIVERSAL 90 DEGREE L BRACKET FOR PUSHBUMPER APPLICATIONS	279658		26.07	26.07
4	CEM16	WHELEN CENCOM CORE 16 OUT 4 IN WECAN-X EXPANSION MODULE - ONLY FOR USE WITH CENCOM CORE SYSTEM	279658		171.52	686.08
2	CEM4HC	WHELEN WECAN-X HIGH CURRENT REMOTE EXPANSION MODULE - 4 15-AMP OUTPUTS	279658		269.70	539.40

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
2	PEL2BD	WHELEN PERIMETER ENHANCEMENT LIGHT - DUO - RED/WHITE - BLACK FLANGE ***MOUNTED TO INSIDE OF REAR DOORS***	279658		169.36	338.72
1	BSFW52X	WHELEN WECAN-X 12 LAMP INNER-EDGE FOR 2020+ FORD TRANSIT - DRIVER AND PASSENGER SIDES - SPECIFY MODULES SEPARATELY	279658		823.60	823.60
6	ISDD	WHELEN DUO+ SERIES LINEAR LED FLASHER - RED/WHITE	279658		36.54	219.24
6	ISDE	WHELEN DUO+ SERIES LINEAR LED FLASHER - BLUE/WHITE	279658		36.54	219.24
1	WX2260	WHELEN WECAN X 2260 LIGHTBAR - 60' LONG, 12 LIGHTHEADS INCLUDED IN PRICE WITH ANGLED END CAPS ***WARNING/ARROW STICK FOR REAR OF ROOF RACK***	279658		1,267.30	1,267.30
6	22LK	WHELEN AMBER/RED SEGMENT FOR WX2250 SERIES WCX BAR. NO CHARGE WHEN ORDERED WITH WX2250 SERIES BAR.	279658		0.00	0.00
6	22LM	WHELEN AMBER/BLUE SEGMENT FOR WX2250 SERIES WCX BAR. NO CHARGE WHEN ORDERED WITH WX2250 SERIES BAR.	279658		0.00	0.00

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
2	22AEC	WHELEN ANGLED END CAP FOR WECANX 2250 BAR. SOLD EACH. NO CHARGE WHEN ORDERED WITH WX2250 SERIES.	279658		0.00	0.00
1	M9RC	WHELEN M9 SERIES LED LIGHT RED W/ CLEAR LENS ***DRIVER GRILLE***	279658		249.98	249.98
1	M9BC	WHELEN M9 SERIES LED LIGHT BLUE W/ CLEAR LENS ***PASS GRILLE***	279658		249.98	249.98
2	M7DD	WHELEN M7 DUO LED, RED/WHITE ***1 DRIVER FRONT FENDER, 1 DRIVER REAR DOOR***	279658		182.12	364.24
2	M7DE	WHELEN M7 DUO LED, BLUE/WHITE ***1 PASS FRONT FENDER, 1 PASS REAR DOOR***	279658		182.12	364.24
4	M7FB	WHELEN M SERIES FLANGE BLACK	279658		9.28	37.12
2	M4DD	WHELEN M4 LED DUO LIGHT - WITH SCAN LOCK FLASH PATTERNS AND DVI - RED/WHITE ***DRIVER SIDE ROOF RACK***	279658		171.10	342.20
2	M4DE	WHELEN M4 LED DUO LIGHT - WITH SCAN LOCK FLASH PATTERNS AND DVI - BLUE/WHITE ***PASS ROOF RACK AT ENDS OF AWNING***	279658		171.10	342.20
4	M4FB	WHELEN M SERIES FLANGE BLACK	279658		9.28	37.12
2	VTX609R	WHELEN VERTEX HIDEAWAY LED MODULE, SELF CONTAINED SINGLE LAMP WITH 9' CABLE - RED ***BRAKE LIGHT REFLECTORS***	279658		83.52	167.04

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	VTX9D	WHELEN VERTEX SUPER-LED DUO RED/WHT ***DRIVER REVERSE REFLECTOR***	279658		87.00	87.00
1	VTX9E	WHELEN VERTEX SUPER-LED DUO BLU/WHT ***PASS REVERSE REFLECTOR***	279658		87.00	87.00
5	WSLB	WHELEN WORKSIDE STRIP LIGHT WITH BLACK FLANGE ***2 FOR DRIVER'S SIDE, 2 FOR PASSENGER, 1 FOR REAR***	279658		231.42	1,157.10
8	3SBCCDCR	WHELEN 3" ROUND LED COMPARTMENT LIGHT BLUE/WHITE ***GROUND ILLUMINATION, 2 FRONT, 2 DRIVER, 2 PASSENGER, 2 REAR***	279658		60.32	482.56
8	3SRCCDCR	WHELEN 3" ROUND LED COMPARTMENT LIGHT RED/WHITE ***GROUND ILLUMINATION, 2 FRONT, 2 DRIVER, 2 PASSENGER, 2 REAR***	279658		60.32	482.56
1	ETHFSS-SP-ISO	SOUNDOFF SOLID STATE SELECT-A-PATTERN HEADLIGHT FLASHER - ISOLATED - POSITIVE OUTPUT	279658		58.67	58.67
1	T792HL-LOPRO	TOMAR OPTICOM COMPATIBLE SELF-CONTAINED LOW PROFILE PROGRAMMABLE CODED EMITTER USING 970A-PRE LOW PROFILE LIGHT HEAD ASSEMBLY WITH BLACK BEZEL	$640.00	25%	853.33	853.33
1	MOTO-VLF	TOMAR VISIBLE LIGHT FILTER FOR -LOPRO & -MOTO SERIES EMITTERS	$82.64	25%	110.18	110.18

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
6	EX-MISC SUP...	NILIGHT 40 INCH SINGLE ROW COMBO BEAM LED LIGHT BAR ***SCENE LIGHTS - 2 DRIVER, 2 PASSENGER, 1 FRONT, 1 REAR****	$55.00	25%	73.33	439.98
1	RED/WHITE L...	RED/WHITE SWITCHABLE/DIMMABLE LED INTERIOR LIGHTING PACKAGE WITH OVERHEAD CABINET INTERIOR WHITE-ONLY LIGHTING, PUSHBUTTON CONTROLS AND DIGITAL DIMMING FOR OVERHEAD LIGHTS AND MANUAL DIMMING FOR WHITEBOARD AND UNDERCABINET LIGHTING	$1500.00	25%	2,000.00	2,000.00
1	415254-571528	LUVERNE GRIP STEP REAR BOARD FOR FORD TRANSIT - 7" WIDE X 54" LONG - INCLUDES MOUNTING KIT	$279.32	25%	372.42	372.42
1	415036-401720	LUVERNE MFG GRIP-STEP 7" WIDE GRIP STEP RUNNING BOARDS WITH BRACKET SET FOR FORD TRANSIT - FRONT DOORS ONLY	$369.47	25%	492.62	492.62
1	495154-401801	LUVERNE MFG GRIP-STEP 9" WIDE GRIP STEP PASSENGER'S SIDE RUNNING BOARD WITH BRACKET SET FOR FORD TRANSIT SLIDING DOOR ONLY	$284.58	25%	379.44	379.44

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	752-135-6441....	LEGEND FLEET SOLUTIONS STABILIGRIP RIGID FLOOR FOR FORD TRANSIT CARGO VANS - 148" EXTENDED - SINGLE SLIDING PASS SIDE DOOR - DUAL REAR WHEELS - WITH BLACK POWDER COATED SILLS	$1916.70	25%	2,555.60	2,555.60
4	DS-2CD2583G...	HIKVISION 8MP IP MINI DOME CAMERA WITH NIGHT VISION AND 2.8MM WIDE ANGLE LENS - BLACK HOUSING	$216.95	25%	289.26	1,157.04
1	SPD-152	HANWA VISION SPD-152 NETWORK VIDEO DECODER	$489.95	25%	653.26	653.26
2	RV12000 BLA...	MABRU 12V ROOFTOP AIR CONDITIONER - 12K BTU - 12VDC POWERED - BLACK	$2,399.00	25%	3,198.66	6,397.32
1	INSULATION ...	ACOUSTIC/THERMAL INTERIOR INSULATION PACKAGE - INCLUDES WALL CAVITIES, CEILING CAVITIES, AND DOORS	$600.00	25%	800.00	800.00
1	091-20WP-120	KUSSMAUL NON-WATERPROOF - 20 AMP 120 VOLT NEMA 5-20P AUTO EJECT 12 VOLT SOLENOID - BLACK COVER	$266.36	25%	355.14	355.14
1	RP-9884	120V AC TO 12VDC 100 AMP POWER CONVERTER/BATTERY CHARGER	$199.95	25%	266.60	266.60
1	A10-30INBKVP	VALTERRA - 30 AMP 120V TWIST-LOCK POWER INLET - BLACK	$50.09	25%	66.78	66.78
1	EX-MISC SUP...	30 AMP SHOREPOWER CORDSET	$100.00	25%	133.33	133.33

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	MULTIPLUS 3...	VICTRON ENERGY MULTIPLUS INVERTER/CHARGER - 12V INPUT WITH 3KVA INVERTER AND 120 AMP CHARGER	$993.44	25%	1,324.58	1,324.58
1	CERBO GX	VICTRON ENERGY CERBO GX SYSTEMS MONITORING CONTROLLER	$210.97	25%	281.29	281.29
1	GX TOUCH 50	VICTRON ENERGY GX TOUCH 50 5" TOUCHSCREEN FOR CERBO GX CONTROLLER	$187.13	25%	249.50	249.50
1	LYNX POWE...	VICTRON ENERGY LYNX DISTRIBUTION SYSTEM POWER INPUT MODULE	$119.94	25%	159.92	159.92
1	LYNX SHUNT...	VICTRON ENERGY LYNX SHUNT VE.CAN 1000A SHUNT FOR LYNX MODULE DC DISTRIBUTION SYSTEM	$302.01	25%	402.68	402.68
2	LYNX DISTRI...	VICTRON ENERGY LYNX DISTRIBUTION MODULE	$171.23	25%	228.30	456.60
4	AGM 12-200	VICTRON ENERGY 12V 200AH AGM DEEP CYCLE BATTERY	$419.77	25%	559.69	2,238.76
1	8099	BLUE SEA 4 POSITION AC BRANCH CIRCUIT BREAKER PANEL WITH 30 AMP MAIN - INCLUDES 4 15 AMP CIRCUIT BREAKERS	$192.40	25%	256.53	256.53
1	5510E	BLUE SEA E-SERIES DUAL CIRCUIT BATTERY SWITCH	$36.66	25%	48.88	48.88
1	7622	BLUE SEA ML-ACR AUTOMATIC CHARGING RELAY WITH MANUAL CONTROL - 12VDC - 500A - TINNED CONTROL WIRES	$182.57	25%	243.42	243.42

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

MACQUEEN™

Quote

Date	Quote #
3/10/2026	AW022626-40

Name / Address	Ship To
LAKEVILLE PUBLIC WORKS 20195 HOLYOKE AVENUE ATTN: ACCOUNTS PAYABLE LAKEVILLE, MN 55044	LAKEVILLE PUBLIC WORKS 7570 179TH STREET WEST LAKEVILLE, MN 55044

P.O. No.	Account #	Terms	Rep	Quote Valid Until	FOB
		Net 30	ALW	4/9/2026	ORIGIN

Qty	Item	Description	MacQueen Cost or Co...	Margin	Contract Price	Total
1	7507B	BLUE SEA 12 AMP 12V DECKHAND DIMMER	$37.81	25%	50.41	50.41
1	7506B	BLUE SEA 6 AMP 12V DECKHAND DIMMER	$32.58	25%	43.44	43.44
1	EX-MISC SUP...	INTERIOR CONSTRUCTION, WIRING MATERIALS AND OTHER MISC SUPPLIES	$7,500.00	25%	10,000.00	10,000.00
1	CUSTOM INT...	ALUMINUM CABINET COMPANY CUSTOM INTERIOR PACKAGE PER CUSTOMER SPEC WITH CHOICE OF L-SHAPED COUNTERTOP OR STANDING HEIGHT WORKSTATION	$38,500.00	25%	51,333.33	51,333.33
320	LABOR-SP	MSP CONTRACT LABOR RATE FOR UPFIT OF 2026 FORD TRANSIT T-350 MOBILE COMMAND CENTER	279658		110.00	35,200.00

All EATI production sales orders will have parts and labor invoiced seperately. You will receive an invoice for your parts once they are received and ready for the build. If you would like to turn this quote into an order, please notify your sales rep ASAP.

Total $146,988.03

Date: 4/6/2026

Professional Service Agreement with Abijah's Foundation, LLC

Proposed Action
Staff recommends adoption of the following motion: Move to approve a professional services agreement with Abijah's Foundation, LLC for mental health services for the fire department.

Overview
The Lakeville Fire Department has taken proactive steps to prioritize the mental health and well-being of our firefighters. Abijah's Foundation, LLC has tailored mental health services to our department. This agreement with the provider goes beyond traditional services and involves embedding the provider with the department shifts, trainings events and responses to ensure our members have access to the care they need when they need it.

Supporting Information
1. DOCS-#238748-v1-PROFESSIONAL_SERVICES_AGREEMENT_ABIJAH_S_ON_THE_BACKSIDE__LLC_2026

Financial Impact: $27,850 **Budgeted:** Yes **Source:** Professional Services
Envision Lakeville Community Values:
Report Completed by:

The backside

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made this ___ day of April 2026 ("Effective Date"), by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City") and **ABIJAH'S FOUNDATION, LLC**, a Minnesota limited liability company ("Provider").

RECITALS

A. Provider is engaged in the business of providing professional mental health and resilience services.

B. The City desires to hire Provider to provide mental health and resilience services to employees as a part of its health and wellness programming.

C. Provider represents that it has the professional expertise and capabilities to provide the City with the requested services.

D. The City desires to engage Provider to provide the services described in this Agreement and Provider is willing to provide such services on the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Provider, agree as follows:

1. SCOPE OF SERVICES. The City retains Provider to furnish the mental health and resilience services set forth as set forth in Exhibit A, incorporated herein by reference ("Services"). The Provider agrees to perform the services.

2. OBLIGATIONS OF THE PROVIDER. The Provider shall provide the Services in accordance with this Agreement. Provider shall not begin performance of any Services until the City has received the signed Agreement and has reviewed and approved the insurance certificates and has given the Provider written notice to proceed.

3. QUALIFICATIONS. Provider and its service providers will maintain all required licenses and meet all required standards in order to provide the Services as described by the State of Minnesota.

4. COMPENSATION. Provider shall be paid by the City for the Services described in Agreement Documents pursuant to the costs identified in Exhibit B, but not to exceed $27,850.00 year inclusive of reimbursables, 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. Provider shall request payment for services rendered on a monthly basis. The monthly payment applications from Provider shall identify Services completed. Invoices will be paid within 35 days of receipt.

5. ADDITIONAL SERVICES. Additional services must be approved in advance and in writing by the City. No payment will be due or made for services outside the terms of this Agreement in advance of such approval.

6. DOCUMENTS. All records, information, materials and other work products, including, but not limited to completed reports, training materials, and other program materials prepared and developed specifically at the request of City in direct connection with the provision of Services pursuant to this Agreement will become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Provider.

Any and all records, information, materials and other work products developed by Provider for general use with Provider's clients or in Provider's business shall be and remain the property of Provider, regardless of whether they are used by Provider in fulfilling Provider's obligations under this Agreement.

Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of City and all such documents shall remain the property of Provider or the individual clients. These obligations survive the termination of this Agreement.

Provider retains all intellectual property rights in reports, training materials, and other deliverables produced and provided by Provider (the "Deliverables"). The City may use the Deliverables for its own internal purposes only. The City may not copy Deliverables or distribute Deliverables outside of its organization without Provider's prior written approval.

7. STANDARD OF CARE. Provider shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by members of the profession under similar circumstances in Minnesota. Provider shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Provider's breach of this standard of care.

8. CONFIDENTIALITY.

A. Provider agrees to follow the highest degree of confidentially and the City agrees not to ask for any information regarding interactions with employees receiving individual Services under this Agreement. Exceptions are within the legal limits of Provider being a mandated reporter. Provider agrees to follow all City and fire department guidelines regarding confidentiality and engagement of any person while executing any part of this contract.

B. City Information: Any and all City information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information (hereinafter referred to as "Confidential Information"), shall be treated by Provider in the strictest confidence and not disclosed to third parties or used by Provider for any purpose other than for providing the City with the services specified hereunder without the City's express written consent. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Provider, (b) was in Provider's possession prior to receipt from the disclosure, (c) is received by Provider independently from a third party free to disclose such information, or (d) is independently developed by Provider without use of the City's Confidential

Information. Upon request, Provider hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the same.

C. The Provider agrees that no personal client information will be shared without a consent/release form being signed by the individual clients. Individual clients will receive an informed consent form when seeking counseling, whether part of the department annual mental health check-in or other service offered by the Consultant.

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

10. INDEMNIFICATION. Provider 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 Services provided by Provider herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of Provider hereunder.

11. COPYRIGHT. Provider 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.

12. INSURANCE. Provider shall secure and maintain such insurance as will protect Provider 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 (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, Provider must provide Workers' Compensation insurance for all its employees and, in case any service is subcontracted, Provider 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 Provider from Workers' Compensation insurance or if the Provider has no employees in the City, Provider must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Provider from the Minnesota Workers' Compensation requirements. If during the course of the contract the Provider becomes eligible for Workers' Compensation, the Provider 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 Provider may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Provider's professional services required under the Agreement. Provider 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 Provider and may not exceed $125,000 without the written approval of the City. If the Provider desires authority from the City to have a deductible in a higher amount, the Provider 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 Provider 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 Agreement and Provider shall maintain such insurance for a period of at least three (3) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Provider to fulfill this requirement.

All insurance policies (or riders) required by this Agreement 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**. The Provider's insurance must be "Primary and Non-Contributory".

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

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

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

14. SUBCONTRACTORS. Provider shall not enter into subcontracts for Services provided under this Agreement without the express written consent of the City. Provider shall comply with Minnesota Statute § 471.425. Provider must pay subcontractor for all undisputed Services provided by Subcontractor within ten days of Provider's receipt of payment from City. Provider 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.

15. NOTICES. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

To the City:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Attn: City Administrator

To the Provider:
Abijah's Foundation, LLC
Canterbury Park
1100 Canterbury Road
Shakopee, MN 55379
Attn: _____

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

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

17. 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.

18. NON-DISCRIMINATION. The Provider 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 Provider will include a similar provision in all subcontracts entered into for performance 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. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

21. RECORDS/INSPECTION.

A. The Provider shall maintain complete and accurate records of time and expense involved in the performance of Services. The Provider shall maintain such records as are deemed necessary by the applicable professional and regulatory standards of the Minnesota Board of Behavioral Health & Therapy, State of Minnesota. The Consultant shall maintain records in a manner that insures confidentiality to service recipients. All reports provided to the Consultant shall be securely maintained in locked file drawers or a locked room.

B. Pursuant to Minnesota Statute § 16C.05, subd. 5, Provider agrees that the books, financial records, financial documents, and accounting procedures and practices of Provider that are relevant to the contract or transaction are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Provider shall maintain such records for a minimum of six years after final payment. These obligations survive the termination of this Agreement.

22. DATA PRACTICES ACT AND DATA PRIVACY COMPLIANCE. The City does not intend by this Agreement to delegate a government function to Provider and Provider agrees that it is not performing a government function. Provider agrees to administer any and all data provided to Provider or created, collected, received, stored, used, maintained, or disseminated by Provider in fulfillment of this Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("**MGDPA**"), the Health Insurance Portability and Accountability Act ("**HIPAA**"), and the mandatory reporting obligations of Provider's licensed mental health professionals. Provider agrees to notify the City within five (5) business days if it receives a request for data under the MGDPA. This paragraph does not create a duty on the part of Provider to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.

23. NO-RESULTS GUARANTEED. Provider makes no representation or warranty that its Services will achieve a particular result. PROVIDER DISCLAIMS ALL WARRANTIES EXPRESS AND IMPLIED.

24. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entities other than the signatories hereto.

25. SEVERABILITY. If any term, provision or condition contained in this Agreement is deemed or declared unenforceable, invalid or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.

26. TERM. The term of this Agreement shall commence on the August 1, 2026 and terminate on July 31, 2027.

27. TERMINATION. This Agreement may be terminated by either party by thirty (30) days' written notice delivered to the other party at the address written above. This Agreement may be terminated immediately by either party upon a breach by the other party if not cured within five (5) days of written notice. In the event of termination, Provider will be entitled to compensation for work performed up to the date of termination.

28. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

Remainder of page intentionally left blank.
Signature pages follow.

IN WITNESS WHEREOF, Provider and City have caused this Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

PROVIDER:
ABIJAH'S FOUNDATION, LLC

BY:_____
Sally Mixon, Its Chief Manager

EXHIBIT A

SERVICES

The Services shall include the following:

- 12hrs/month on ride-alongs to enhance rapport / experience shift work and emergency calls. These will be scheduled with shift leads.
- Participate in trainings throughout the year to again enhance rapport (this is not included in budget and will be pro-bono).
- Provide annual Mental Health Resilience Training (3hrs/year)
- Provide mandatory annual mental health checks-ups for all full time
- Provide annual mental health check-ups for paid-on-call (as needed)
- Individuals who wish to participate in weekly, bi-weekly, or as-needed sessions may do so. This service at $300/session is currently being subsidized through state funding, which is confirmed through July 1, 2027
- The Abijah's Fire Program point person(s) will meet with the Chief as needed to update as well as assess potential mental health related issues within the department.
- Following the chain of command when a major traumatic event occurs (i.e., Chief Officer notifies Abijah's when an event occurs and/or if recognizing an individual may need support and/ or their family). Debrief meetings following an event will be conducted within 48 hours of the event.

EXHIBIT B

COMPENSATION

BUDGET: $24,950 - $27,850

- It is agreed upon each month's exact hours may fluctuate, however, $1,800 is the agreed upon monthly rate for ride-alongs ($21,600.00 annually). The following rates consist of:
    - Annual Check-ups for full-time: $100/check-up ($2,900 annually)
    - Annual Check-ups for paid-on-call: $100/check up ($0-$2,900 annually)
    - Mental Health Resilience Training: $150/hr ($450 annually)
    - **ANNUAL TOTAL: $24,950 - $27,850** (depending on how many paid-on-call choose annual check-up)

Date: 4/6/2026

Third Amendment to Ritter Meadows Development Contract

Proposed Action
Staff recommends adoption of the following motion: Move to approve the Third Amendment to the Ritter Meadows Development Contract.

Overview
The City and developer for Ritter Meadows previously entered into a Development Contract in 2024, followed by amendments in 2024 and 2025. The developer has since completed design plans for a high-efficiency irrigation system to serve the development. To formalize the work, clarify responsibilities and advance construction, the Third Amendment updates the contract to define the City's cost participation and the developer's long-term obligations for operation and maintenance. Specifically, the amendment establishes eligibility for reimbursement of the cost difference between a standard irrigation system and the high-efficiency system selected for Ritter Meadows, including design, inspection and preparation of a maintenance manual. The total reimbursement is $149,805, with all future maintenance remaining the responsibility of the owner or association.

Supporting Information
1. 2026.04.06 Third Amendment to Ritter Meadows Development Contract

Financial Impact: $149,805 **Budgeted:** Yes **Source:** Water Trunk Fund
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Mac Cafferty, Environmental Resources Manager

(reserved for recording information)

THIRD AMENDMENT TO DEVELOPMENT CONTRACT

RITTER MEADOWS

THIS THIRD AMENDMENT TO DEVELOPMENT CONTRACT ("Amendment") is made this _____ day of March 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company (hereinafter referred to as the "Developer").

RECITALS

A. The City and Developer previously entered into a Development Contract dated June 17, 2024, filed July 23, 2024 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3638351**, as amended by a First Amendment to Development Contract, dated June 17, 2024, filed July 23, 2024 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3638353**, and a Second Amendment to Development Contract, dated January 6, 2025, filed February 21, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3664721**, for the property platted as Ritter Meadows, Dakota County, Minnesota (collectively referred to herein as the "Development Contract").

B. City and Developer desire to modify the terms of the Development Contract to address the installation of a high-efficiency irrigation system and a credit for the system.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EFFECT OF DEVELOPMENT CONTRACT. The Development Contract shall remain in full force and effect except as specifically amended herein.

2. AMENDMENT TO PARAGRAPH 19. Paragraph 19 of the Development Contract is amended to add the following:

The Developer is eligible for reimbursement for the cost difference between the installation of a privately owned and maintained high-efficiency irrigation system and a standard irrigation system in Ritter Meadows. The reimbursement will include design costs, construction observation (at a rate of $6,000.00 per phase), and development of a maintenance manual (all to be completed by Water in Motion, Inc.) to be included in all future property management documents for Ritter Meadows. The Developer and its successors and assigns, as the owner or governing association for the applicable portion of the Ritter Meadows property, will be responsible for all future operation, maintenance and upkeep of the irrigation system. Developer and such owner or association, as applicable, shall enter into Irrigation System Agreements with the City for the high efficiency irrigation systems for each phase of the Ritter Meadows development in a form approved by the City. The City shall reimburse the Developer $100,000 for the installation of the high-efficiency irrigation system and $49,805 for the design costs, construction observation and development of a maintenance manual for a total amount of $149,805.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on or as of the date first above written.

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:
TCLD LF3 RITTER, LLC

BY: _____
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 23rd day of March, 2026, by Benjamin Schmidt, the President of **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

CHRISTINE NORINE COOK
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2029

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

MORTGAGE HOLDER CONSENT
TO
THIRD AMENDMENT TO DEVELOPMENT CONTRACT

PREMIER BANK, a Minnesota corporation, which holds:

1. A Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents, dated January 8, 2024, filed January 16, 2024, with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **A3615994** between TCLD LF3 Ritter, LLC, a Minnesota limited liability company, and Premier Bank, a Minnesota corporation, in the original principal amount of $11,400,000.00;

2. Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated June 26, 2024, filed July 23, 2024 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **A3638359**;

3. Amended and Restated Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated October 31, 2024, filed November 21, 2024 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **A3654000**;

4. Second Amended and Restated Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated May 22, 2025, filed May 28, 2025 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **A3677527**; and

5. Third Amended and Restated Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated September 9, 2025, filed September 17, 2025 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **3692093**.

the development of which is governed by the Development Contract for Ritter Meadows, dated June 17, 2024, filed July 23, 2024, as Document No. 3638351, as amended by First Amendment to Development Contract for Ritter Meadows, dated June 17, 2024, filed July 23, 2024 as Document No. 3638353 and Second Amendment to Development Contract, dated January 6, 2025, filed February 21, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. 3664721, agrees that the Third Amendment to Development Contract to which this Mortgagee Consent is attached shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 24 day of March, 2026.

PREMIER BANK

By: _____
Andrew D. Nath
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24 day of March, 2026, by Andrew D. Nath, the President of **Premier Bank**, a Minnesota corporation, on behalf of said entity.

_____
NOTARY PUBLIC

CHONTAE R. ANDERSON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2027

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

Date: 4/6/2026

Agreements with Davey Resource Group for 2026 Vegetation Management Contracts for Invasive Species Sites and Outlot Buffer Sites

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreements with Davey Resource Group for 2026 vegetation management of invasive species sites and outlot buffer areas, City Project 26-54.

Overview

The City's adopted Capital Improvement Plan includes annual vegetation management of City-owned natural areas. This work supports the City's natural resources management program, which focuses on maintaining and protecting creeks and streams, greenway corridors, stormwater management basins, prairies, wetlands, and woodlands. Each year, the City implements ecological management strategies to preserve and enhance the quality and long-term function of these areas.

The 2026 vegetation management program includes restoration practices and mechanical and chemical treatments to control invasive species in City Outlots and other City-owned natural areas. Targeted species include garlic mustard, thistle, tansy, wild parsnip, Japanese knotweed, ragweed, stinging nettle, black locust, Siberian elm, and similar invasive plants.

For the 2026 Invasive Species Sites, the City received two quotes, with a low quote of $52,800 from Davey Resource Group. For the 2026 Outlot Buffer Sites, the City received two quotes, with a low quote of $49,815 from Davey Resource Group.

These agreements establish the scope, cost, and schedule for the 2026 maintenance season, with all work planned for completion by the end of the growing season.

Supporting Information

1. 2026.04.06 Contract for Invasive Species Sites (DRG)
2. 2026.04.06 Contract for Outlot Buffer Sites (DRG)

Financial Impact: $102,615.00 **Budgeted:** Yes **Source:** Utility Fund - Env. Res.
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities.
Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

CONTRACT FOR INVASIVE SPECIES MAINTENANCE SERVICES

AGREEMENT made this 6 day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City") and **CT CORPORATION SYSTEMS INC. dba Davey Resource Group, Inc., a Delaware corporation,** ("Contractor") a Minnesota limited liability company.

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

1. SCOPE OF SERVICES. The Contractor agrees to perform the services set forth in the Contract Documents. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the contract documents. The Contractor shall provide the Invasive Species Maintenance Services for the Property Descriptions/Locations attached as **Exhibits A and A-1** as Scope of Services details and Maps of each site. Contractor shall complete and provide the Treatment Summary in the form attached hereto as **Exhibit B**, or via provided web application link within three (3) days of any treatment. Contractor shall provide the End of Season Report in the form attached hereto as **Exhibit C** by November 30, 2026.

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

A. This Agreement.
B. Contractor's Proposal.

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 "B" has the last priority.

3. COMPENSATION. Contractor shall be paid by the City for the services described in Paragraph 1 in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment will be withheld until treatment summaries are submitted, and completion of work to specified standards is verified by City staff. Payment shall be made periodically after a service has been completed, and within thirty-five (35) days of receipt of an invoice.

4. TERM. The term of this contract is April 6, 2026 through December 31, 2026.

5. 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.

6. CONDITION/INSPECTION/REMEDY.

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

B. 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 provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

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

9. 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.

10. 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.

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

12. 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.

13. 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 Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

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

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

Professional Liability
$1,000,000 with a deductible maximum of $125,000.

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

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

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

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

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

(iii) Shall name Contractor as an insured party and name the City as an additional insured by endorsement with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,

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

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

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

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

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

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

17. 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.

18. 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.

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

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

21. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. This information should be reflected on invoices. Invoice line item should include date of work completed for each completed task.

22. AUDIT DISCLOSURE. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor 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 Contractor 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.

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

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

further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: _____

CITY OF LAKEVILLE

BY:_____
Luke M. Hellier, Mayor

AND:_____
Ann Orlofsky, City Clerk

Dated: _____, 2026

_____ **(Company)**

BY:_____
Its _____

EXHIBIT A

SCOPE OF SERVICES AND SITE MAPS

City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov**.**

Section 1 –Meetings

1.1 Preliminary Meeting: Site supervisor is to meet city contact on site before, or on, the first day of work at a specified site(s). An online meeting may work if previous contractor. The site lead/supervisor should be in attendance at either type of meeting.

1.2 Mid-season Meeting: After the first round of treatments occur, the city contact may request a meeting to discuss any changes needed in the plan for the remainder of the year (meet on-site if needed).

Section 2 – Timing of Weed Control

2.1 Inspection of Area

Inspections are to be conducted based on growing season and weed cycles by Contractor listed in this agreement. Plan on scheduling maintenance of sites based on plant phenology across the metro. City contact might alert you to timing needs based on site inspections, but it is the Contractor's responsibility to provide the maintenance at the proper time. Make sure areas 50 feet outside of boundary on map are searched for spreading of target species or invasive species and manage them at the time of discovery. Inform Lakeville staff of locations found outside of mapped areas. Time spent outside of mapped area can be billed for time and materials set within this contract.

2.2 Scheduling & Timing of Treatment

Maintenance is to occur before seed-out of weedy species. If contractor misses the timing and target species seeds out, the Contractor will be responsible for additional work at no cost greater than the predetermined estimate.

Invasive and weedy species are to be controlled by mechanical or chemical means during the growing season as indicated on map exhibits and quote sheet. City staff will assess sites after treatment and contact contractor if completed work was insufficient. Contractor is responsible for completing work expected and submitting a treatment summary indicating the revisit. **Any missed plants should be treated or pulled if seeding out.** Timing of treatment for each site is indicated on the quote sheet and on each site map. Ideally treatments will occur in early spring to stop tall growth of unwanted species and treatment focus should be conducted on the small plants/rosettes long before the plants seed out.

2.3 Communication

City contact must be contacted at least **24 hours prior to maintenance** activities. Items in the quote sheet that are greyed out are optional and need determined by city contact. Do not conduct greyed-out work until confirmed by city staff. If management occurs and

communication was not made first with city contact, the city reserves the right not to pay for that management activity conducted.

Section 3 – Type of Maintenance

3.1 Mechanical Removal (mowing/weed whipping/hand pulling)

Mechanical tools and equipment should be cleaned of any debris or seeds before used at each site. The tools can be used as needed but ensure soil disturbance is kept to a minimum. Avoid desirable native species. Mowing is typically the whole site, but groupings of native plants can be avoided. Mowing is to be no lower than 6" from the ground. If hand weeding makes the most impact, use that as the preferred method. Remove as much of the root system as possible. Stamp down any disturbed soil from hand pulling. Mechanical methods are preferred over chemical methods to reduce chemicals in the environment.

3.2 Chemical Use

When needed, spot spraying is preferred to vast area spraying. The amount and type of chemical used should be considered and label should always be followed. When spraying near water, "water safe" chemicals are to be used. Avoid spraying on windy days to avoid drift. Must use blue dye during all sprays (not just fall) to help avoid missed plants.

3.3 Woody Control

For list of species see section 6 below. Undesired/volunteer trees and shrubs can be cut down and treated at any visit.

3.4 Burn

Provide a cost to conduct a burn for the site. If fuel load isn't adequate, discuss with city contact, but plan on conducting a burn before November 20. Plan for alternative site preparation if burn cannot be conducted if burn is listed before a seeding on quote sheet.

3.5 Seed

- For sites with 'seed' listed as an optional management, the contractor should assume seed costs at $500 per acre for quote. Work with city staff to determine type of seed for each site before purchase. The goal of the city is to have simple native mixes of 6-8 hardy species that are under 3 ft in height and are best suited for the soils and sunlight conditions of each site. If seed costs are more than $500, and the city contact agrees with suggested seed mix, the city will pay the difference above the $500 per acre. Seed costs should be equated into the site quote price AND make sure to include cost in next point below.
- All seeding should be planned for the fall before November 20, or just after a burn, (if a burn is planned prior to seeding). If no burn is to be conducted, any site prep needed for the seed to be successful should be included with the seeding cost.
- The contractor is to determine best site prep and seeding methods for greatest establishment success.
- The contractor will provide 1 year warranty for each seeding location. Seeding assessments will be conducted by city contact in July and before September 1 in the

year following the seeding. If seed isn't establishing, the contractor is required to reseed the area with same determined mix.

3.6 Fall Thistle Management

- Before the thistle goes dormant, treat with broad-leaf herbicide. Small patches can be hand pulled but remove as much of the root as possible to prevent weed growth. The goal is to have less thistle growth in following year. Goal is to hit sites late in season, even as late as after the first frost, but not after the second hard frost.

Section 4 – General Guidance

4.1 The Contractor will furnish all relevant expertise as well as all labor, materials, equipment (clean), skills, safety and performance of all operations required to complete all requested maintenance work. Items of note and expectations:

- Most sites on quote sheet have been managed for several years (unless otherwise noted on map). Management needs should be minimal because of previous management.
- City expects contractor to have strong plant identification skills, especially with native plants, invasive species and weedy species.
- City expects contractor to research and determine best management methods and timing to manage listed invasive species. Consult with city contact expected course of action.
- **Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite**. If equipment is inspected by City staff upon arrival and not satisfactorily clean, the City reserves the right to require the contractor to leave, clean equipment and return to the site to complete the work at no additional cost to the City.
- Contractor may not spray-out unused herbicide tanks on site and extra herbicide must be dealt with according to environmental safety regulations off-site.
- Follow up treatment of missed plants must be completed within one to two weeks of notification, unless otherwise noted on quote sheet.
- Onsite staff conducting maintenance must have through knowledge of this contract and its obligations. Any questions should be clarified with city contact.
- Provide at least 24 hours in advance of when you will be onsite with city contact. 48 hours is preferable.
- The lead who will be present at the site, must make sure to talk with the city contact before work starts for the day to help to ensure the correct work is completed at the correct locations.
- Payment will be distributed after treatment summaries have been received and adequate results have been achieved from conducted management activity and follow up inspection – see Section 8.

Section 5 – Removed Plant Material Disposal

5.1 The City does not have a location to place plant material, so ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest. Quote should reflect the inclusion of the disposal costs of plant material.

Section 6 – Performance Standards

6.1 Tasks (mowing, weed whipping, general spot treating, etc.) must kill/cut back 90% of the target species that are present at the time of the project. Priority target species must be controlled prior to flower development. Incidental spraying/cutting of non-target species will be kept at a low rate of occurance.

- Weedy and Invasive Species
  The goal is to have the area contain as few weed species as possible with particular attention paid to control of tansy, phragmites, thistle, wild parsnip, garlic mustard, purple loosestrife, burdock, ragweed, birds foot trefoil, stinging nettle, clovers, leafy spurge, crown vetch, Japanese hedge parsley, or any MDA listed invasive species.
  - Undesirable trees/shrubs: boxelder, buckthorn, black locust, Siberian elm, mulberry, honeysuckle, willows, etc. All volunteer trees should be treated at least once in the fall if present. Exception is black locust. Black locust should be chemically treated if showing any sign of growth at each visit.
- Native Species
  Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

If contractor misses the window for spraying and the target species such as thistle seeds out, the contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.

Follow up treatments at the cost of the contractor may be requested if these standards are not met.

Section 7 – Site Specific Information – See each map

Section 8 –Reporting

8.1 Treatment Summary
Fill out the city provided 'Treatment Summary' form, or online web application, after treatments are conducted and provided to City within 3 working days, form attached here to. NEW in 2026, please indicate if the treatment is an initial visit associated with a set line item, or if it is a revisit to complete the previous line item. If you have more than one City contract, please make sure to indicate what contract the site is associated with. Do not only indicate 'Site 6', as it will be impossible to know what 'Site 6' is being

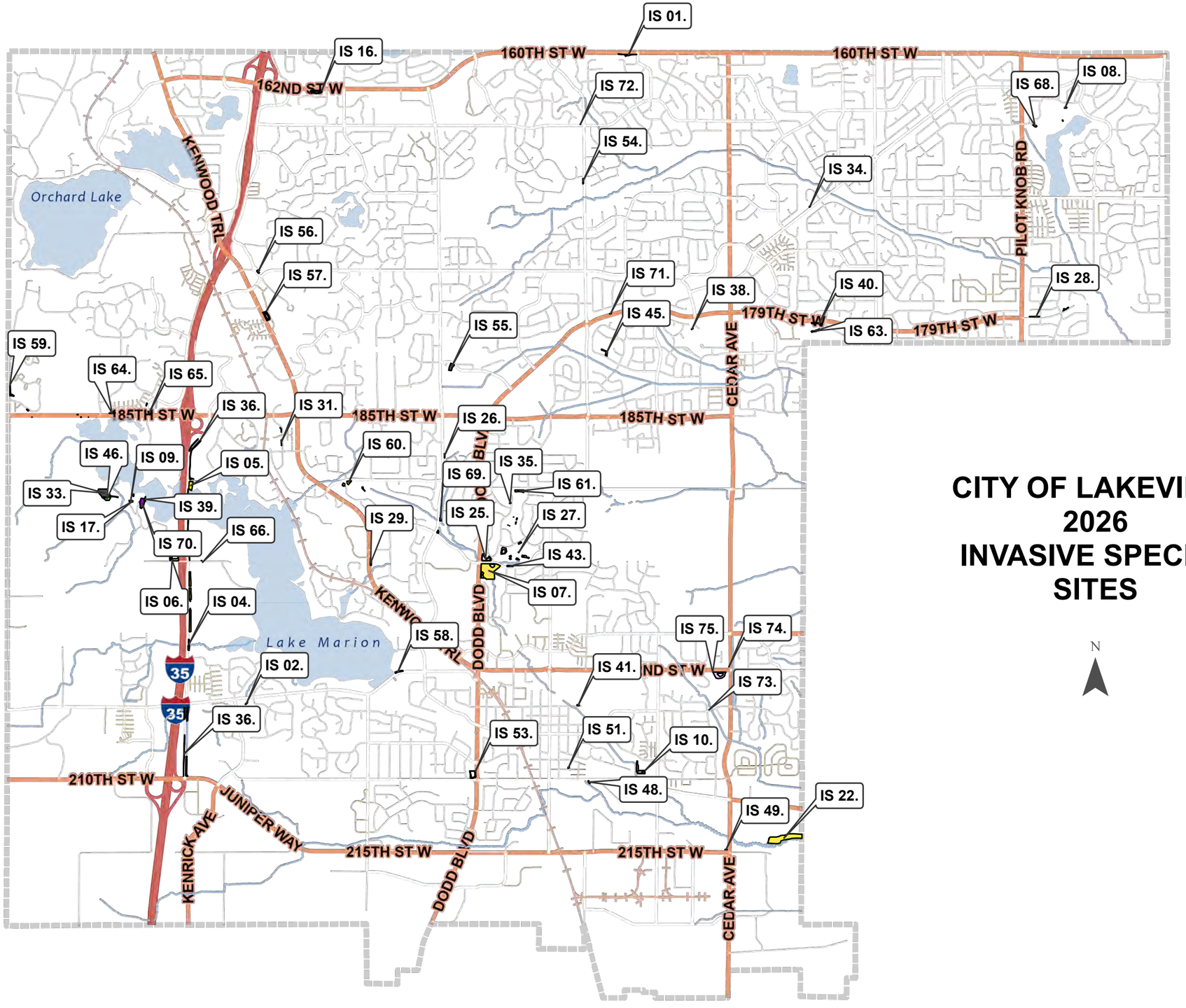
referring to. There are electronic options for reporting for each site. Please contact city staff if a login is desired. Paper or electronic submittals will be accepted. Please email city contact after electronic information submitted.

8.2 End of Season Summary

Fill out the City provided 'End of Season Summary', or equivalent information, at the end of the season and provide to the city contact when final site visits are completed, or no later than November 30, 2026. This report should include detailed information about issues at each location and recommendations for the following maintenance season. Form is attached here to.

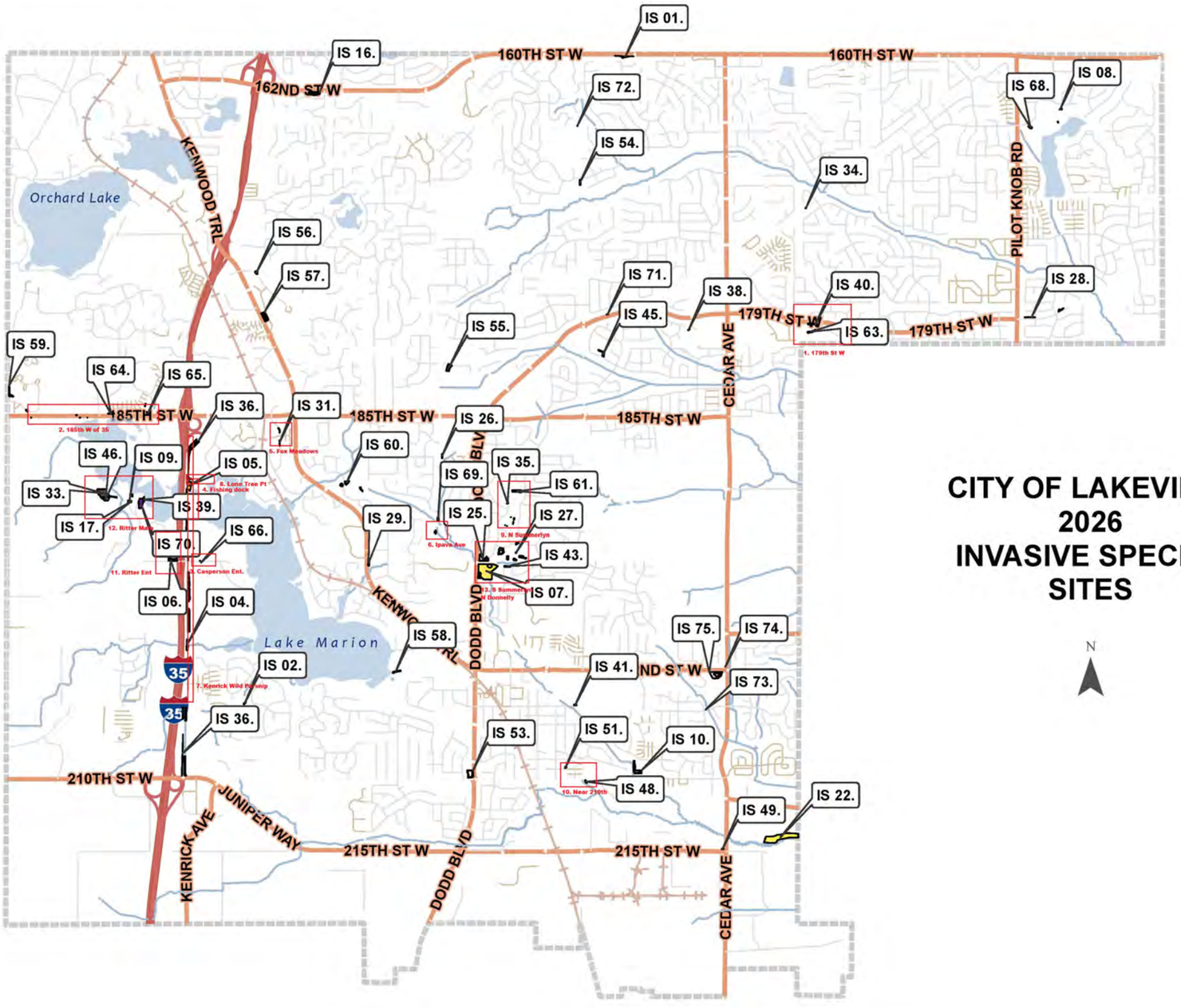
EXHIBIT “A-1”

MAPS



CITY OF LAKEVILLE
2026
INVASIVE SPECIES SITES

N



CITY OF LAKEVILLE
2026
INVASIVE SPECIES SITES

1. 179TH ST W



17905 Fulda Trail

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

2. 185TH W OF 35



Across street from 18488 Kenyon Avenue

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

3. CASPERSON ENTRANCE



Along 195th St W between 19250 & 19680 Kenrick Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

4. FISHING DOCK & 35 BRIDGE



N of 19520 Kenrick Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

5. FOX MEADOWS



Between 18695 Joplin Ave & 10611 188th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

6. IPAVA AVE

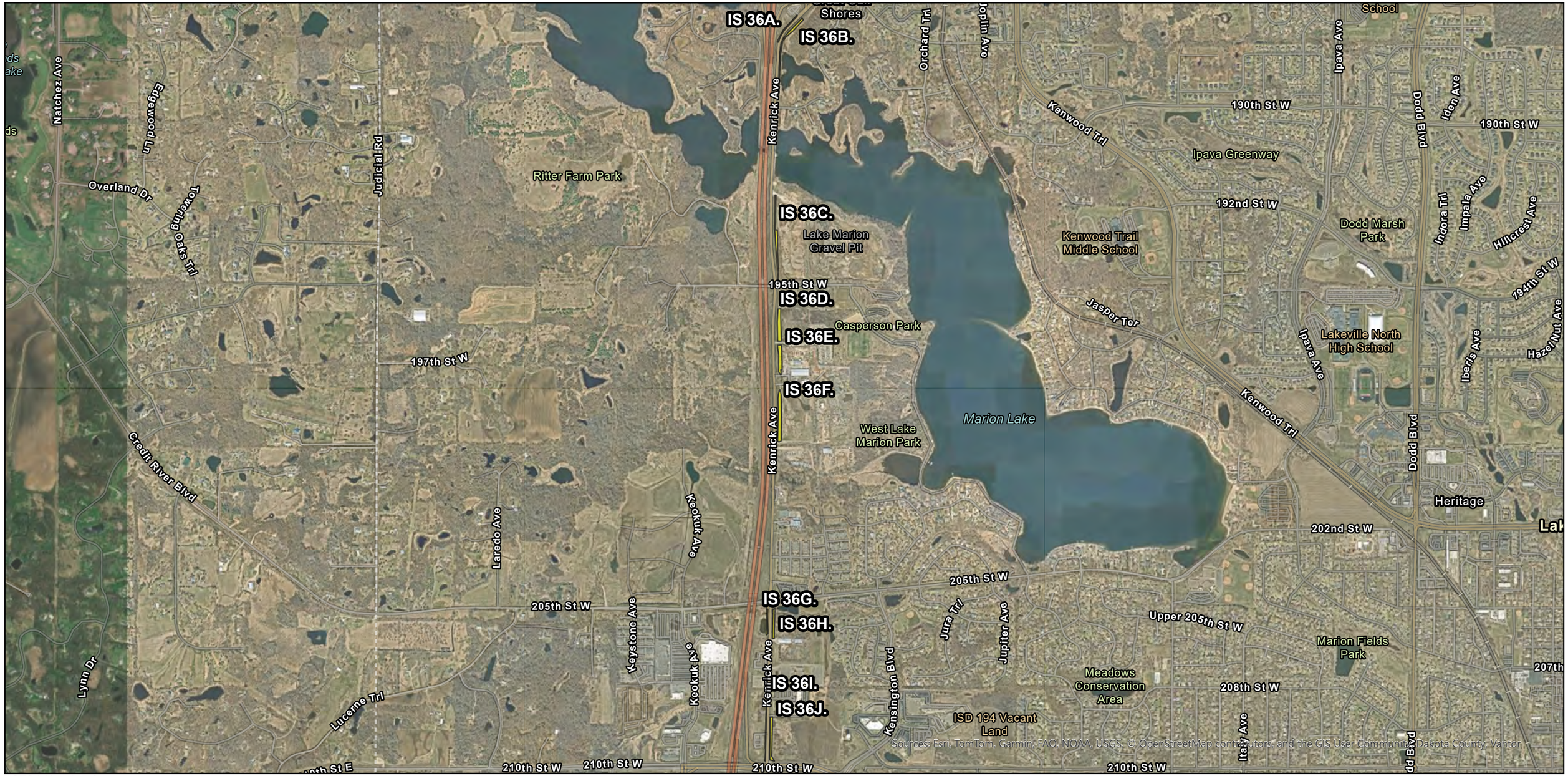


On Ipava Ave in between Inndale Dr and Indiana Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

7. KENRICK WILD PARSNIP



19784 Kenrick Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

8. LONE TREE POINT

N



W of 18944 Katrine Ct

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

9. N SUMMERLYN

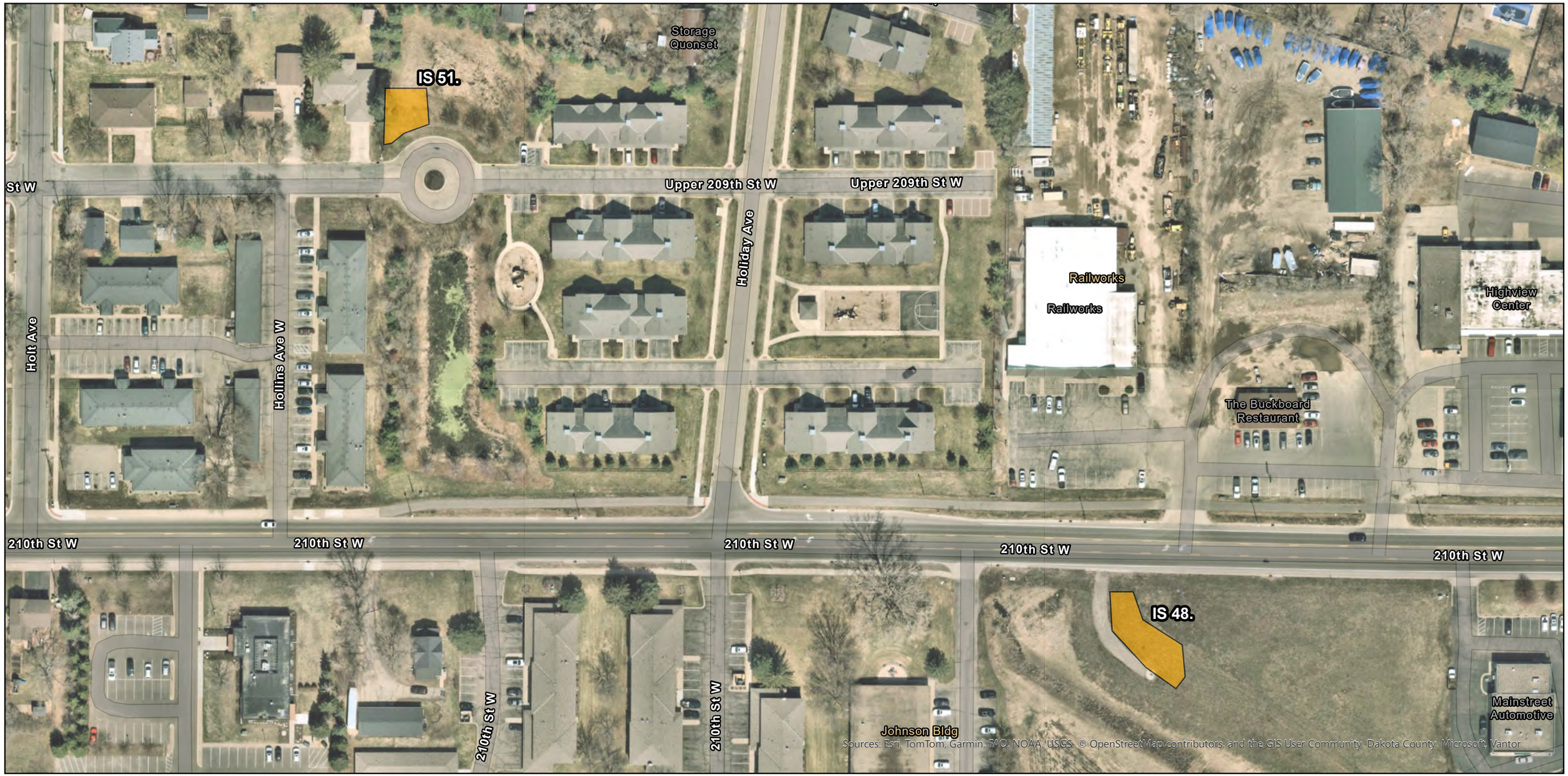


N of 19140 Iden Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

10. NEAR 210TH



Next to 8625 Upper 209th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

11. RITTER ENTRANCE



S side of road 19440 Ritter Trail

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

11. RITTER MAIN

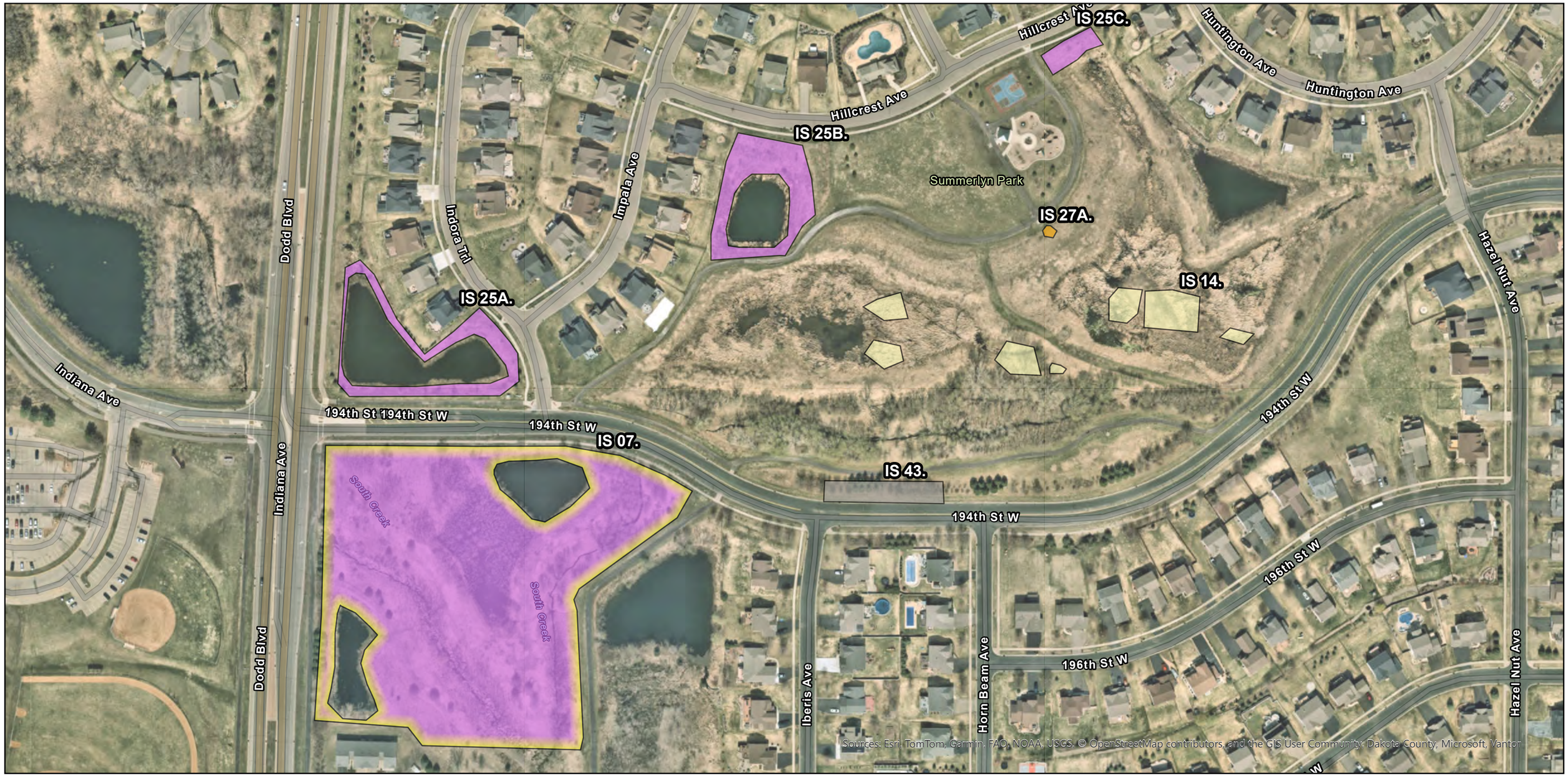


19440 Ritter Trail by lower parkinglot

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

12. S SUMMERLYN & N DONNELLY



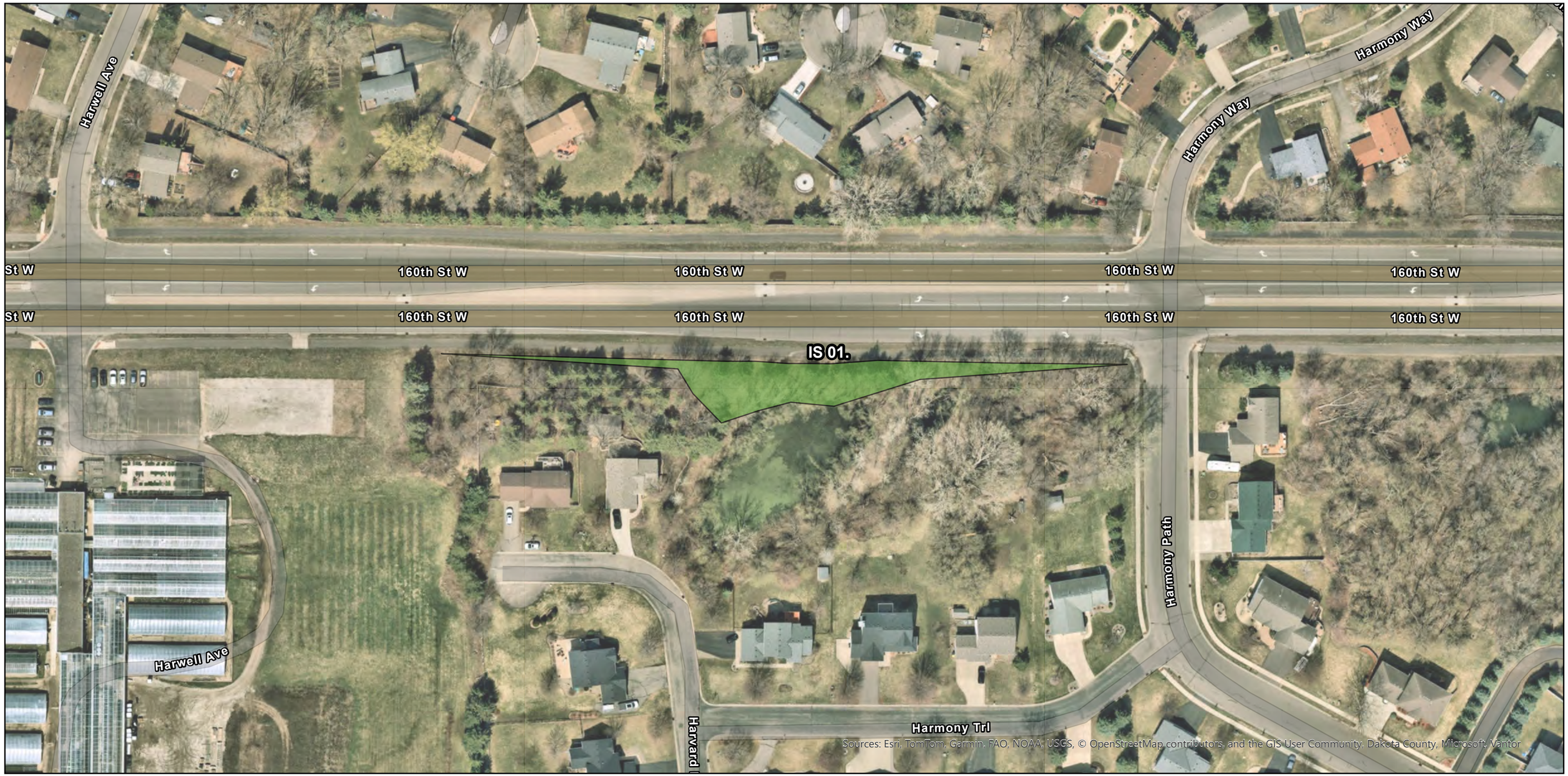
W of 19551 Iberis Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 01. CO RD 46 BY GREENHOUSE

N



W of 8350 160th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 02. KENSINGTON PARK POND

N



20600 Kensington Blvd

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 04. KENRICK WALL

N



N of 20152 Kenrick Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 08. NORTH POND



Behind 16268 Equestrian Trail

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

IS 10. OLD AG AREA D

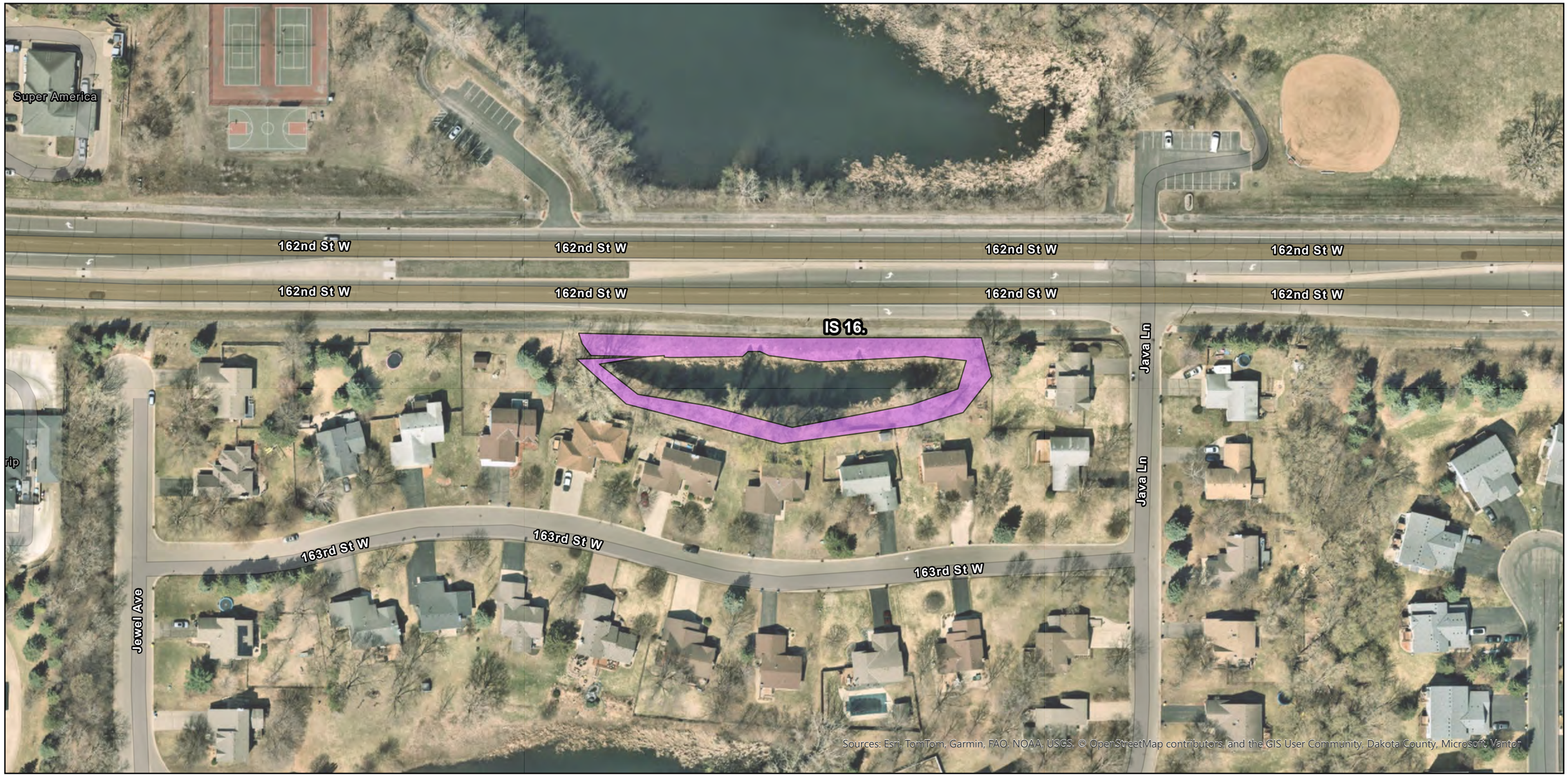


Near 20775 Hartford Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 16. CO RD 46 POND



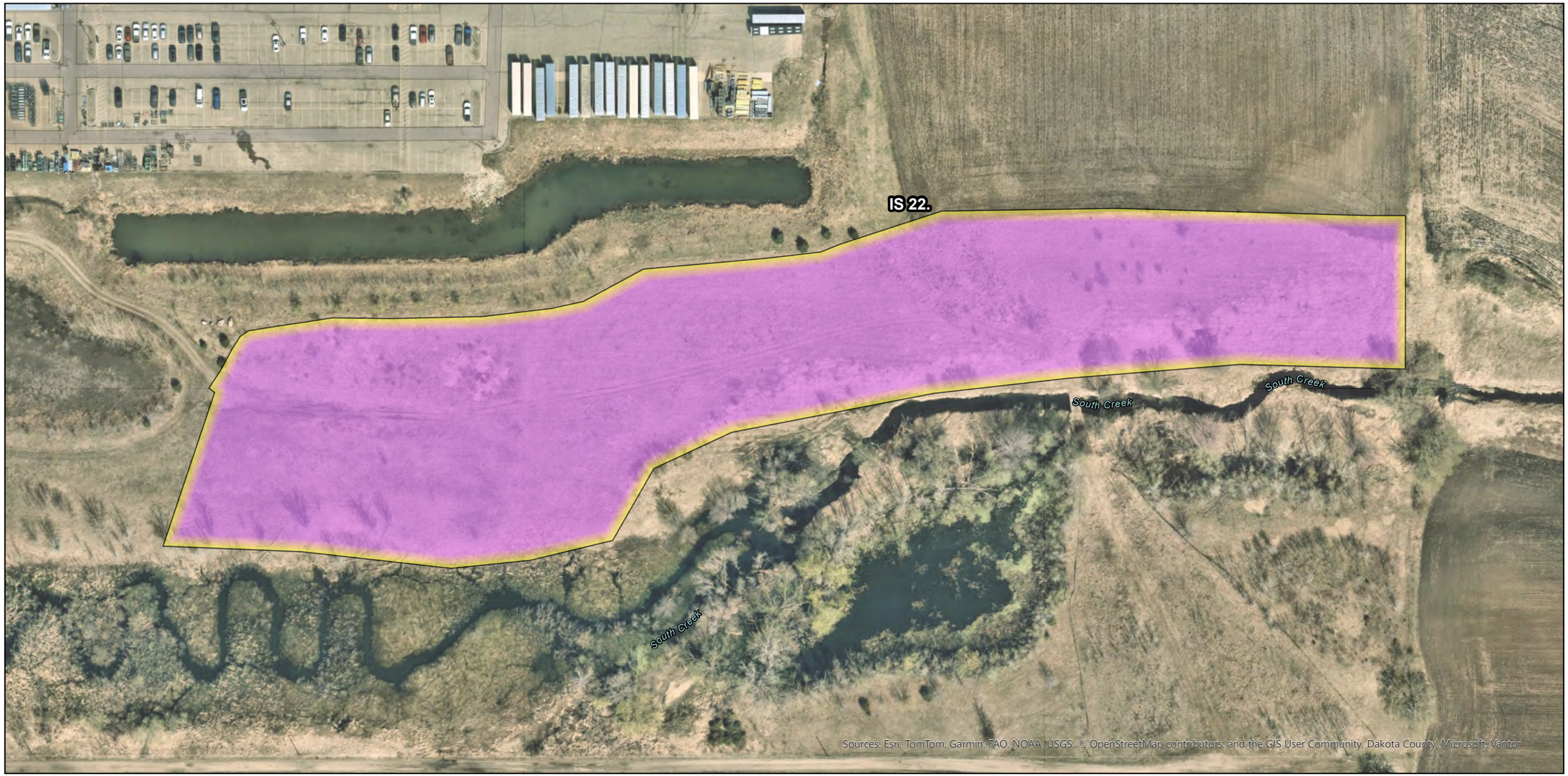
W of 16512 Java Ln

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 22. OLD AG FIELD C

N



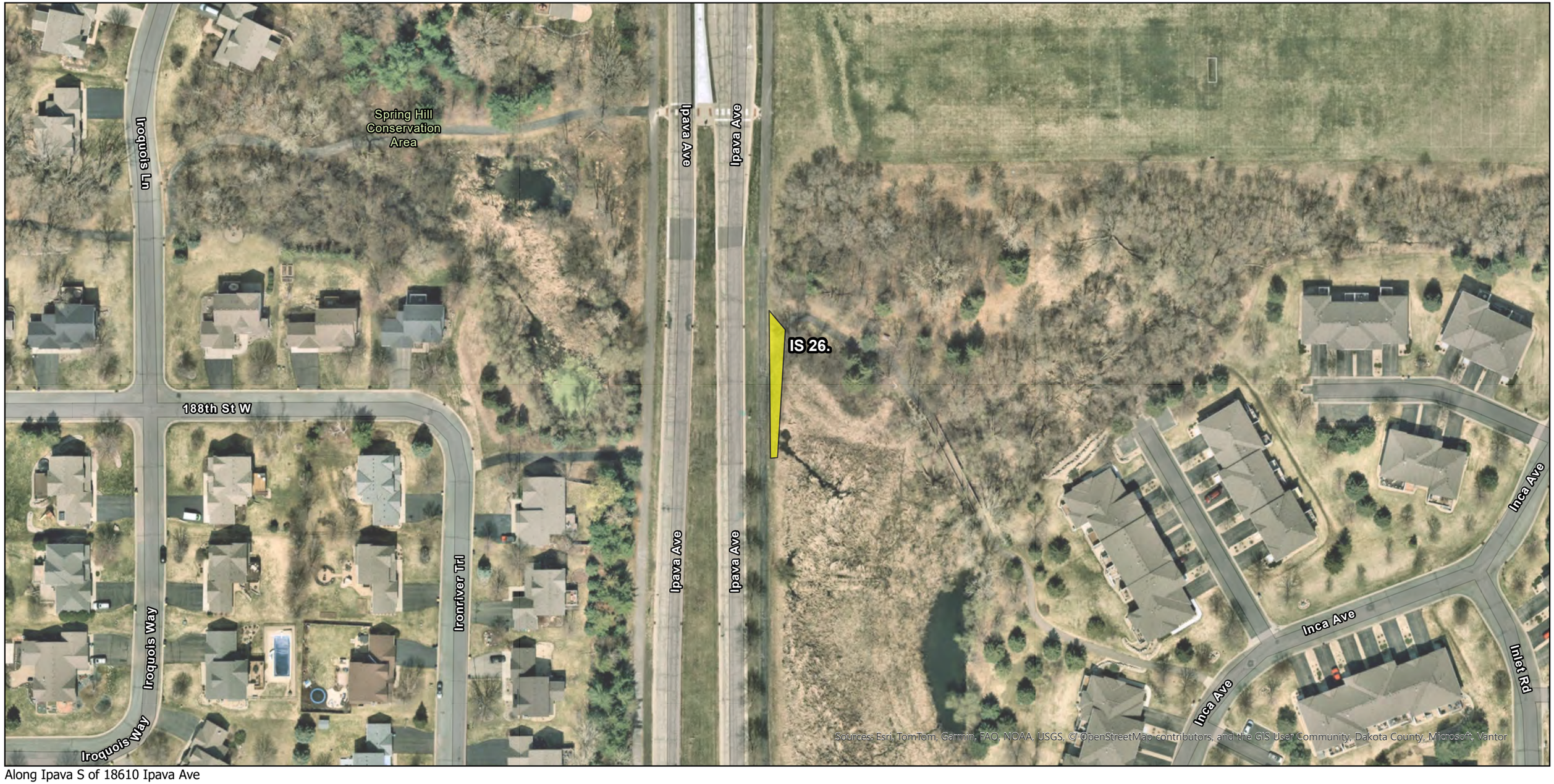
S of 21350 Cedar Ave, go through park&ride

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 26. WILD PARSNIP SOUTH OF CENTURY MS

N



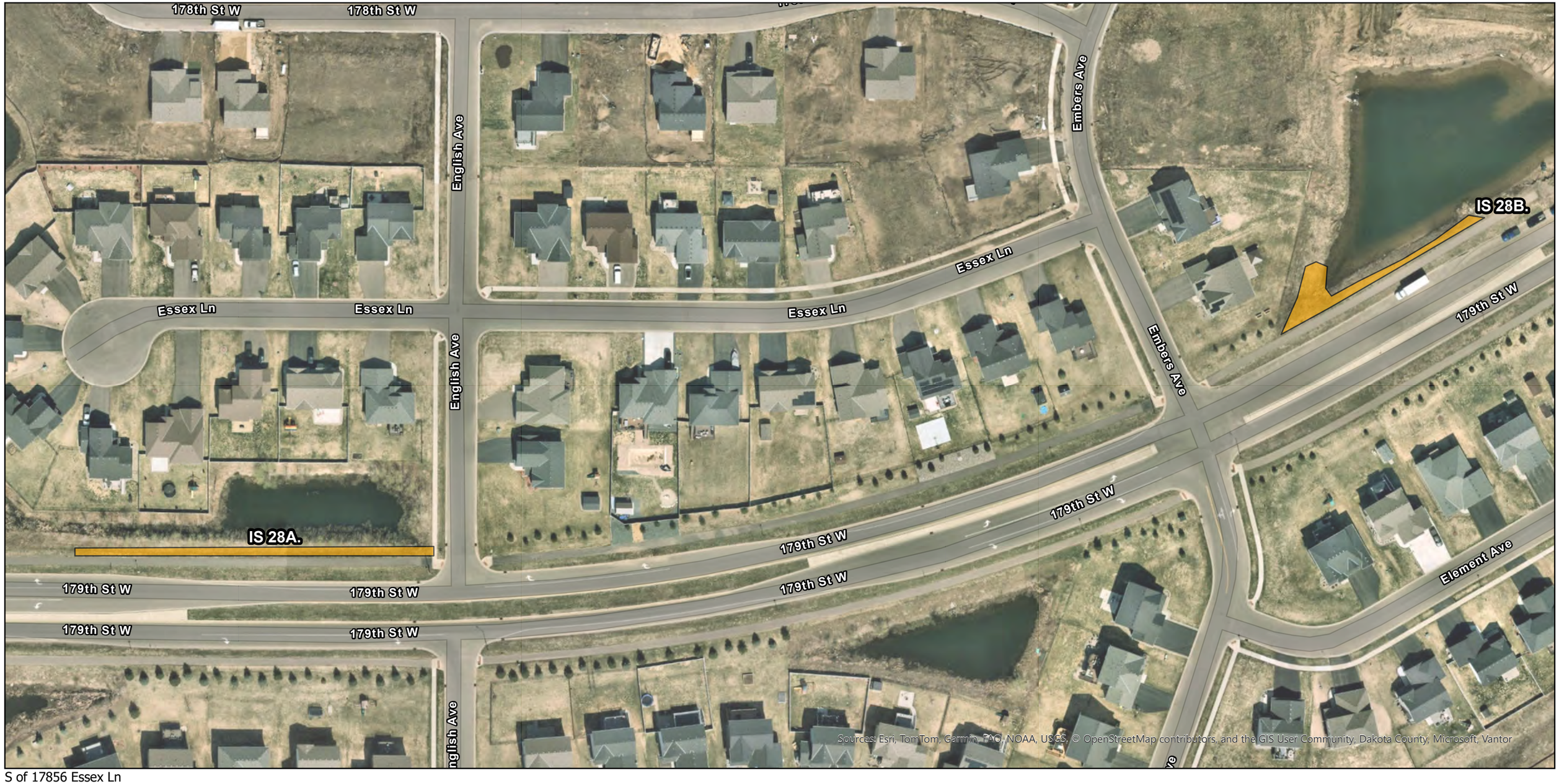
Along Ipava S of 18610 Ipava Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 28. PHEASANT RUN

N



S of 17856 Essex Ln

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 29. KENWOOD NEAR KYLA CROSSING

N



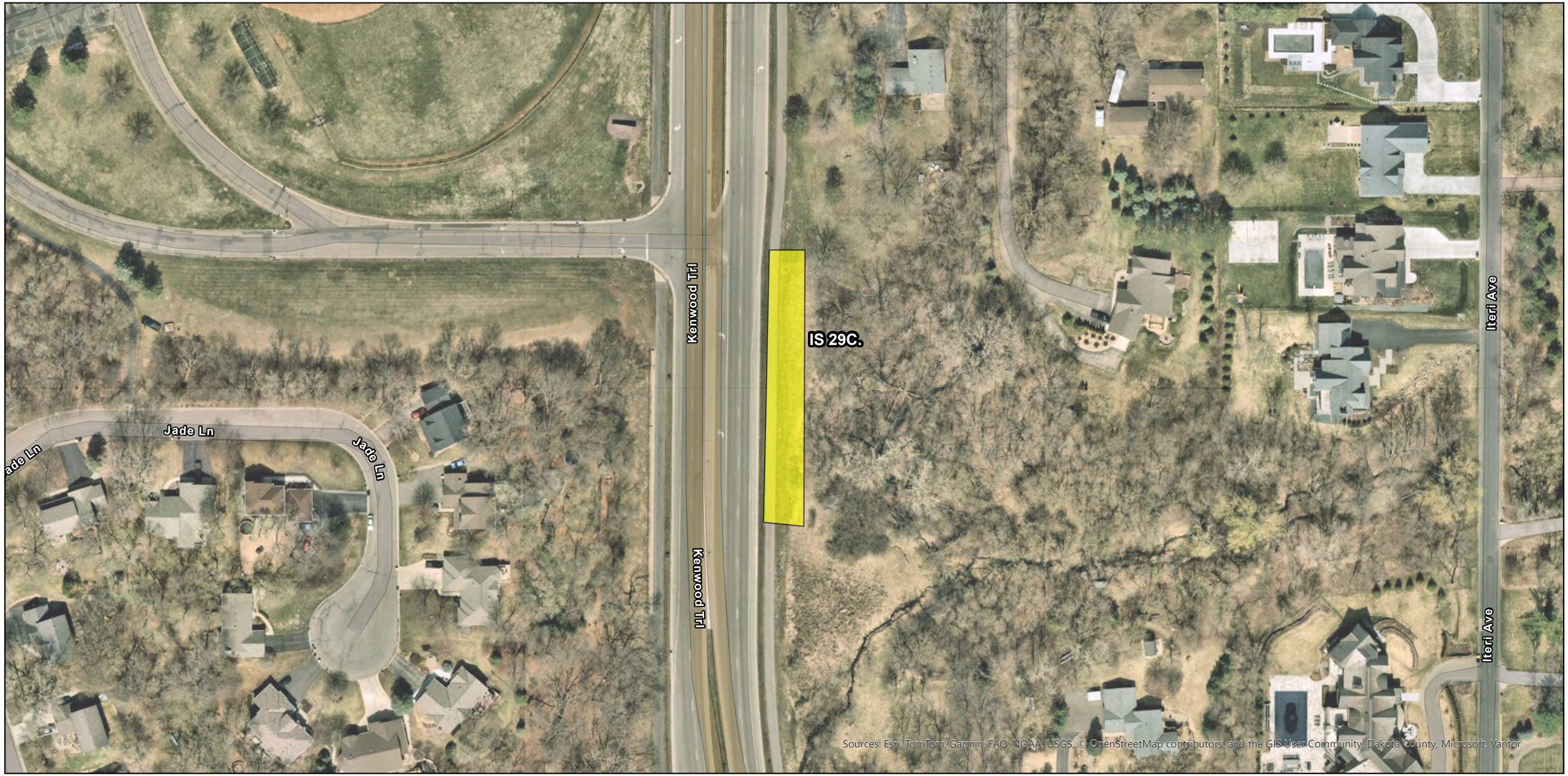
Next to 9807 198th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 29C. ACROSS FROM KTMS S ENTRY

N



9950 194th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

IS 34. DODD & GALLEON CIR

N



17041 Galleon Cir

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 38. SUMMERS CREEK

N



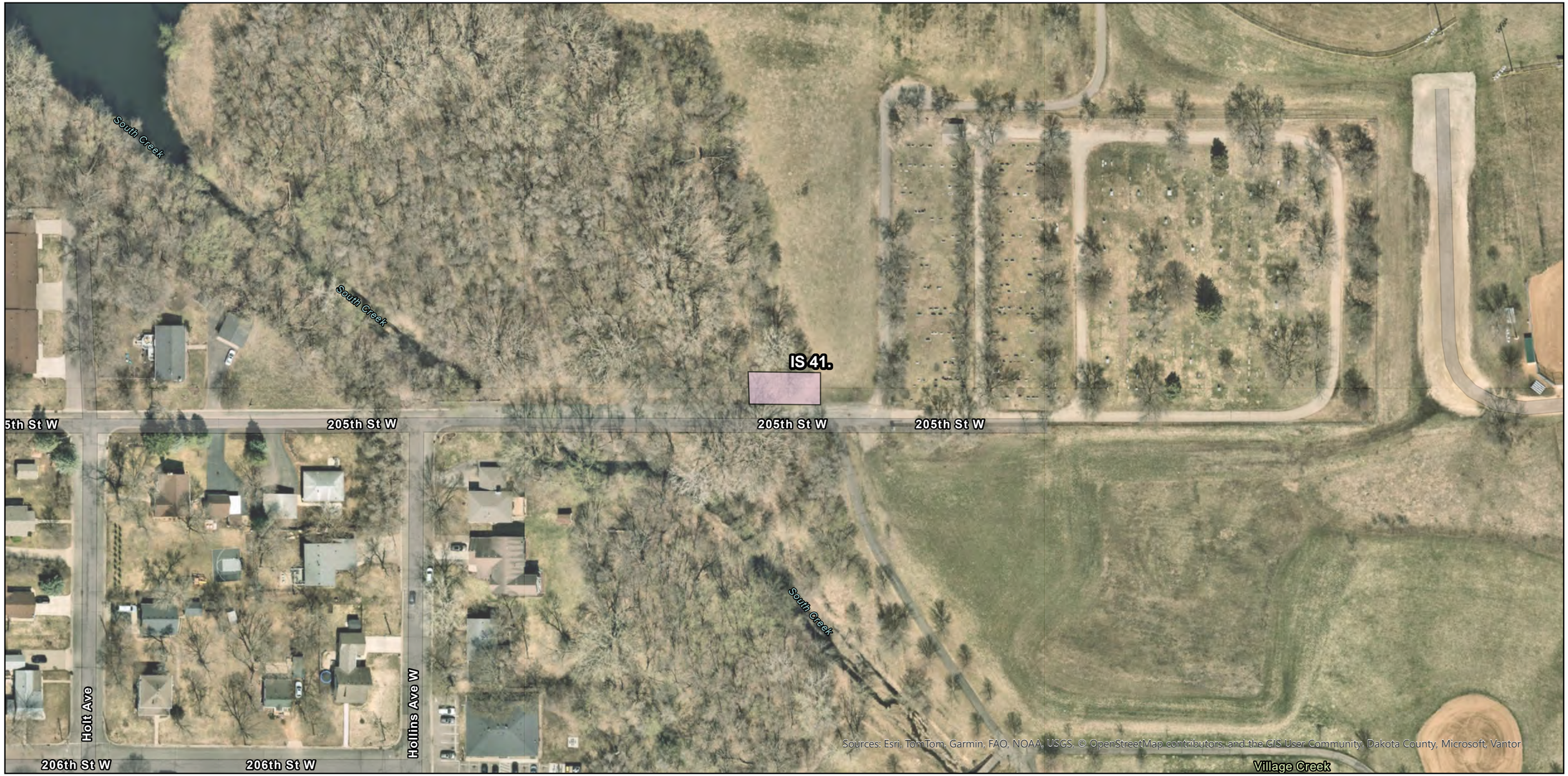
17971 Greenwich Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 41. CEMETARY

N



8505 205th St W, Lakeville, MN 55044

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 45. PINNACLE RESERVE 1A

N



Next to/behind 18090 Hidden Creek Trail

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

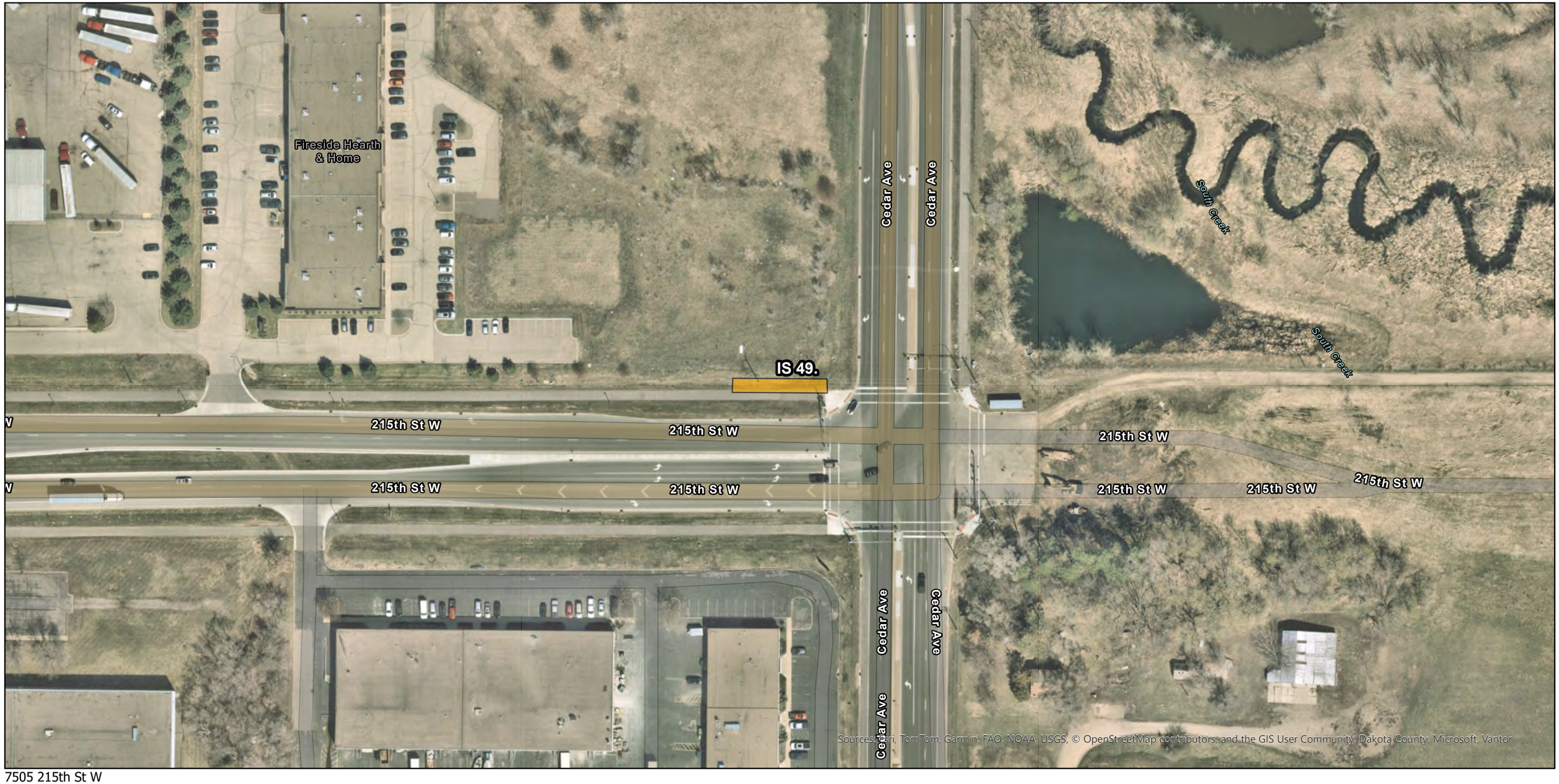
Notes: _____

_____

_____

IS 49. CORNER OF 70 AND 210TH ST W

N



7505 215th St W

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 53. DODD AND 210TH ST W

N



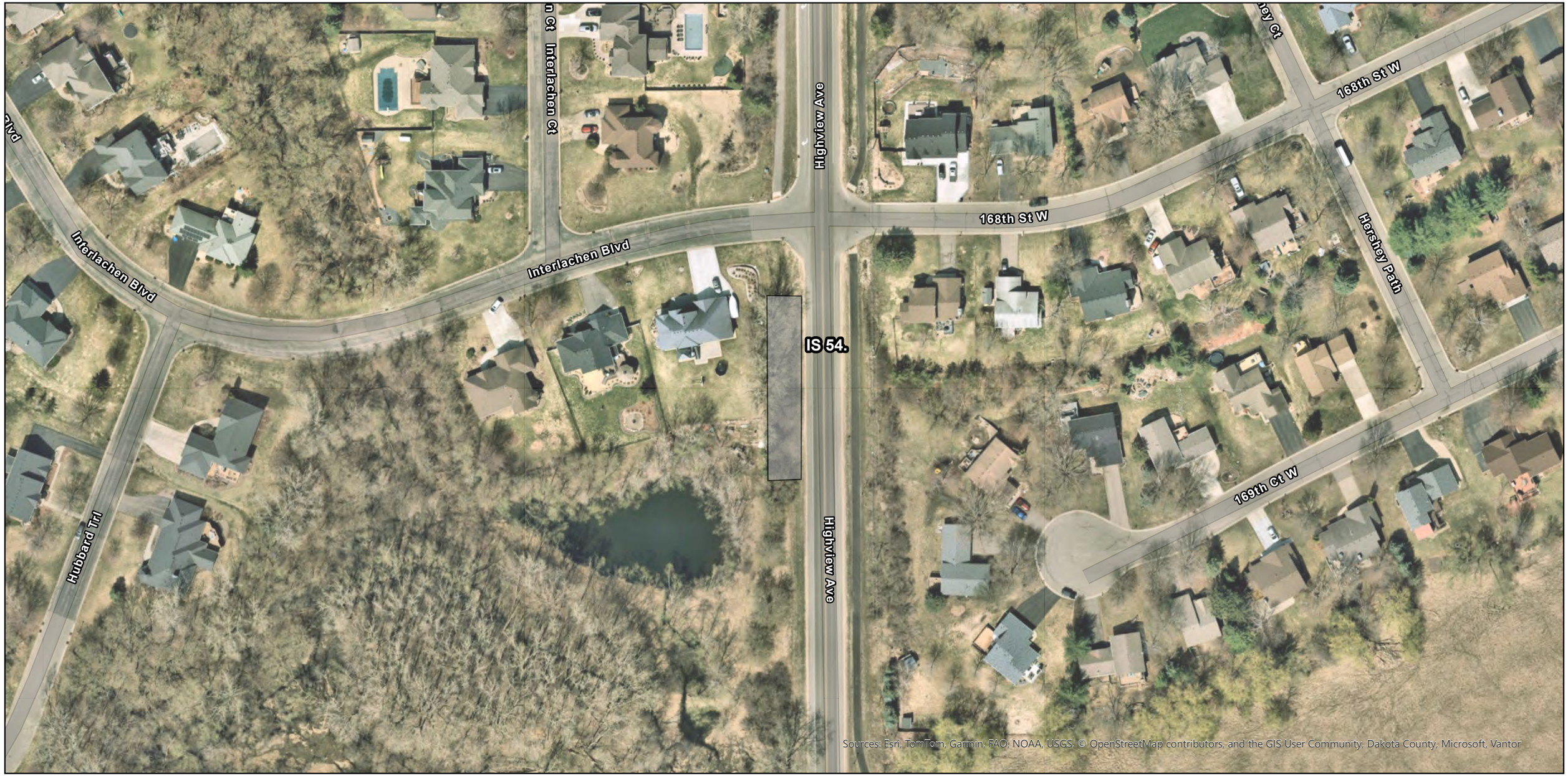
Behind 20960 Idaho Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 54. CORNER OF HIGHVIEW AVENUE AND INTERLACHEN BLVD

N



Next to 16875 Interlachen Blvd

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 55. ADJACENT TO WTF WETLAND CONSERVATION AREA

N



Behind 9458 183rd Court

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 56. CORNER OF JUNELLE PATH AND 175TH ST W RNDABT BL



Next to 17490 Kenrick Avenue

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 58. ANTLERS



Across from 20304 Icalee Path

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 59. BELLANTE

N



18375 Justice Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 60. PRESERVE

N



190th St W and Javelin Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes:

IS 68. EAST LAKE NORTH LOT

N



16498 Equestrian Trail

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 71. N OF DODD NEAR HIGHVIEW ROUNDABOUT



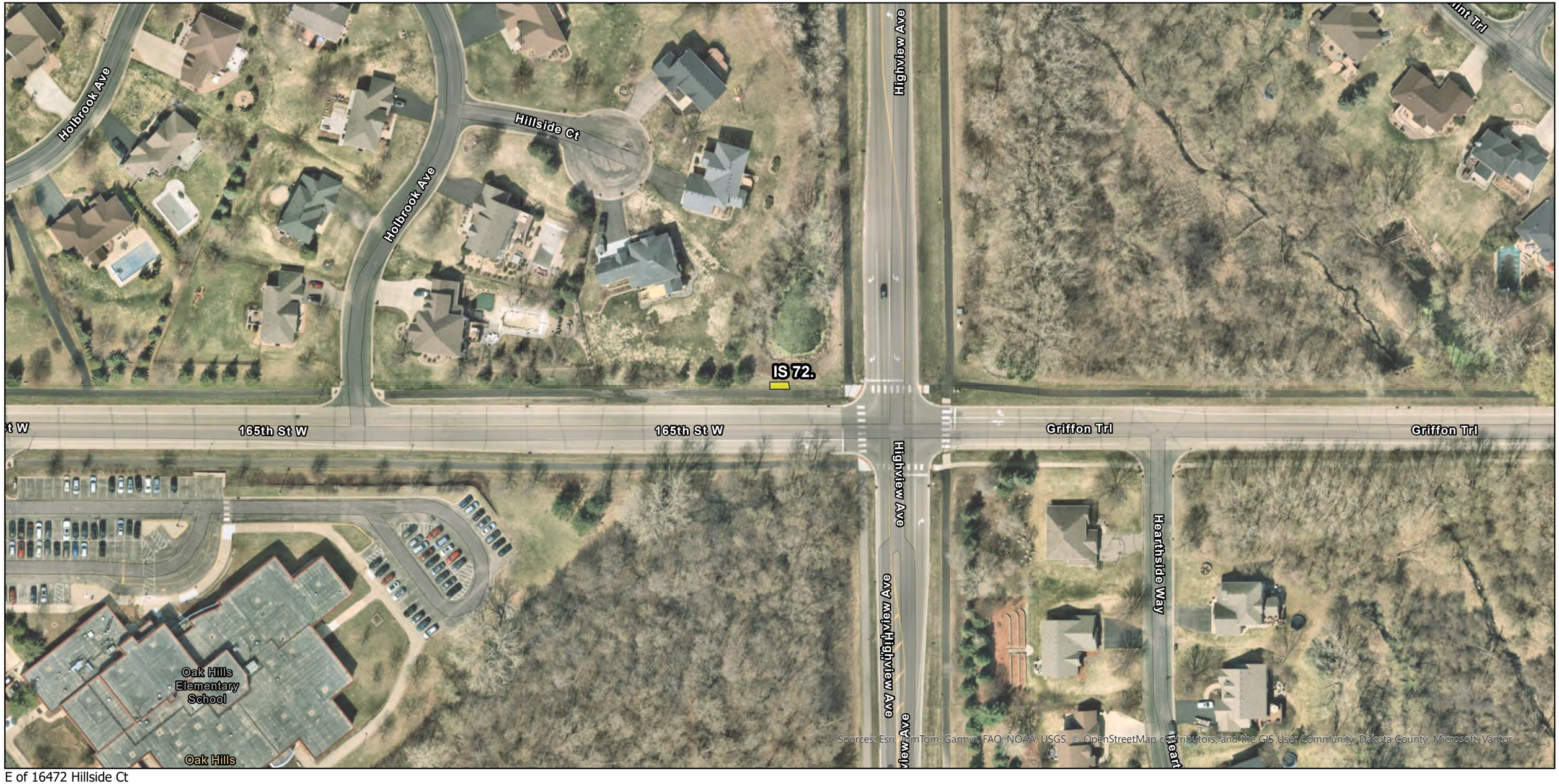
S of 17631 Heidelberg Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 72. 165TH & HIGHVIEW

N

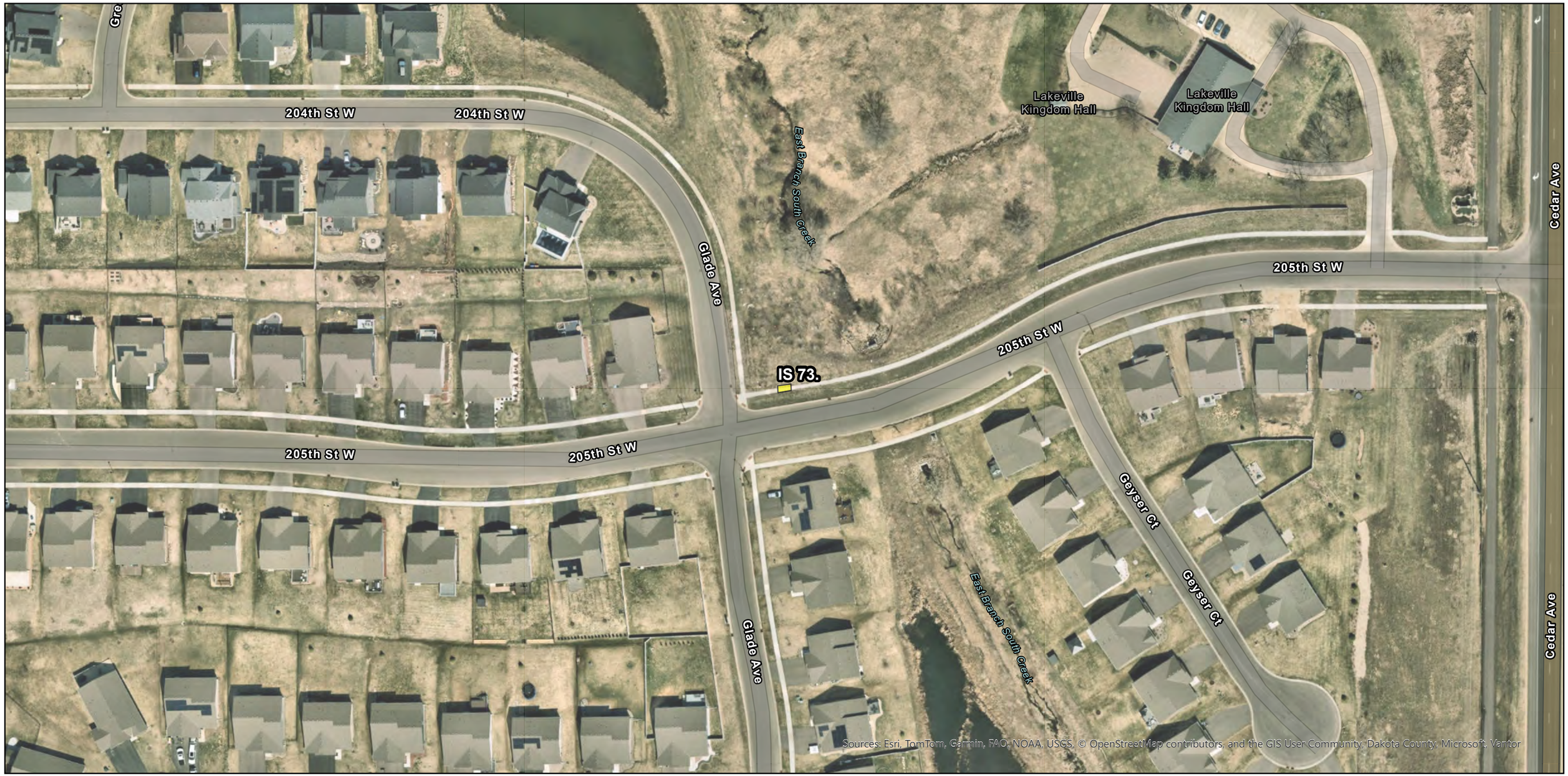


E of 16472 Hillside Ct

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 73. 205TH & GLADE



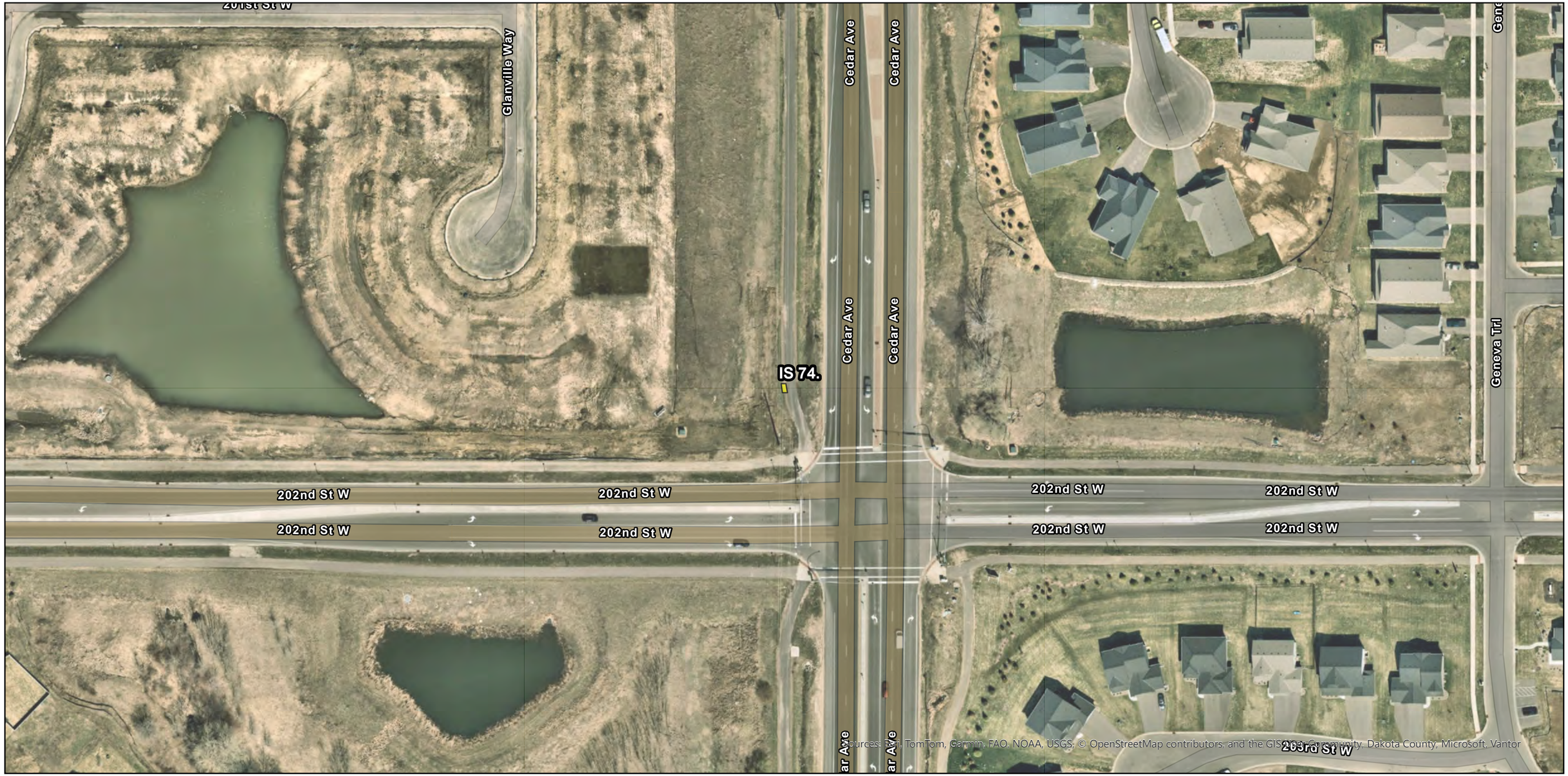
Across 205th from 20542 Glade Ave

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 74. N SIDE TRAIL 50 & CEDAR

N



E of 20122 Glanville Way

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

IS 75. POND 50 AND CEDAR

N



E of 20202 Glenbrook Path

- Balfour's touch-me-not
- Black locust
- Buckthorn and False Spirea
- Common tansy
- Common tansy, wild parsnip, Amur silvergrass.
- False spirea
- Japanese knotweed
- Phragmites
- Siberian squill
- Thistle
- Wild parsnip
- Wild parsnip & Thistle

Notes: _____

EXHIBIT “B”

TREATMENT SUMMARY

Treatment Summary

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Get fillable version from Lakeville staff

EXHIBIT “C”

END OF SEASON SUMMARY

End of Season Summary

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

Get fillable version from Lakeville staff

CONTRACTOR'S QUOTE PROPOSAL

Project: City of Lakeville Invasive Species Sites 2026

Company: _____

Contact: _____

Japanese Knotweed
Wild Parsnip
Phragmites
False Spirea
Thistle
Tansy
Black Locust

Assume these details to fill out quote. Refer to contract for further details.

Use blue dye when spraying all year to help avoid missed areas.

Before May 30: Treat Garlic mustard and wild parsnip before it seeds out. Treat small thistle when identified at this time as well as other weeds.

Before June 15: WILD PARSNIP main control at this time, but also spray thistle, crown vetch, burdock, and other weedy species before they seed out. Treat any small ragweed you see at this time .

Before July 15: Spot spray Tansy with most effective chemical for controlling the spread of Tansy. Goal is to eliminate plant from the city. **Treat any missed plants before 30 days from prior treatment.**

Early September: This timing is what has been recommended to treat phragmites. Use Imazapyr. **Treat any missed plants before 30 days from prior treatment.**

Before Sept. 30: Sites with this timing are associated with fall management on new rosettes (thistle, wild parsnip, common tansy). Before the plants goes dormant, treat with broad-leaf herbicide to reduce populations for following year.

Gray shading indicates it is optional management determined by the city contact.

SIBERIAN SQUILL

	TYPE	TIMING	NOTES
A			
B	SPRAY	**Before April 30**	
	SPRAY	**Before May 15**	

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 70 - Ritter Farm between old & new ELC**	1	**500**	**500**	**1,000**

BALFOUR'S TOUCH-ME-NOT

	TYPE	TIMING	NOTES
A	PULL	Before May 30	Dispose of plants at high heat compost facility (if can't, bag and get to
B	SPRAY	Before June 15	

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 41 - N side of 205th edge of woods before cemetary**	0.05	**300**	**300**	**600**

JAPANESE KNOTWEED

	TYPE	TIMING	NOTES
A	MOW	**Before May 30**	Mow area to hight of 6 to 8" from ground. Area seeded fall 2025. AVOID mowing any Japanese Knotweed!!!
B	MOW	**Before July 15**	Same as above
C	SPRAY & MOW	**When flowering in August**	Selectively spot spray only japanese knotweed. Mow other invasives if needed area seeded in 2025.

	SITE	ACRES	COST A	COST B	COST C	TOTAL
1	**IS 1 - Co Rd 46 Pond Slope**	0.3	**350**	**350**	**300**	**1000**

	TYPE	TIMING	NOTES
A	SPRAY	**When flowering in August**	Treat with 0.5% Imazapyr

	SITES	ACRES	COST A	TOTAL
2	**IS 9 - Near Ritter Gazebo**	0.16	**250**	**250**
3	**IS 34 - Japanese Knotweed off Dodd**	0.02	**250**	**250**

NOTE: Ok to spray plants growing into yard. Let staff know if gaining area in yard.

THISTLE

	TYPE	TIMING	NOTES
A	SPRAY	Before May 30	Treat thistle and other weeds on list.
B	SPRAY	Before Sept. 30	Fall rosette treatment

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 16 - CR 46 Pond near Oak Shores Park**	0.4	**300**	**300**	**600**
2	**IS 25A(0.4), B(0.5), C(0.1) - Summerlyn Pond 2B**	1	**500**	**500**	**1,000**
3	**IS 75 - Pond from County 50 expansion**	1.3	**600**	**600**	**1,200**

PHRAGMITES

	TYPE	TIMING	NOTES
A	SPRAY	Before May 30	
B	SPRAY	Before Sept. 30	Fall rosette treatment

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 8 - North Pond**	0.05	**250**	**250**	**500**
2	**IS 14 - Summerlyn Sites A-C**	0.4	**350**	**350**	**700**
3	**IS 35 - Impala Ave Summerlyn**	0.02	**225**	**225**	**450**
4	**IS 44 - Pheasant Run Outlot 6B**	0.18	**250**	**250**	**500**

COMMON TANSY

	TYPE	TIMING	NOTES
A	SPRAY	Before July 15	
B	SPRAY	Before Sept. 30	Fall rosette treatment

	SITES	ACRES	COST A	COST B	TOTAL
1	IS 27 - Summerlyn Tansy A-F (6)	0.071	225	225	450
2	IS 28 A&B - Pheasant Run Tansy	0.16	250	250	500
3	IS 38 - Summers Creek near CMF	0.01	225	225	450
4	IS 48 - S of 210th St W	0.08	250	250	500
5	IS 49 - Corner of 215th St W & Cedar	0.03	225	225	450
6	IS 51 - Piezometer N of Upper 209th St W	0.05	225	225	450
7	IS 52 - Pilot Knob near 179th St W	0.08	225	225	450

COMMON TANSY, WILD PARSNIP & REED GRASS

	TYPE	TIMING	NOTES
A	SPRAY	Before June 15	treat all at this time, CT in SE corner; common reed grass in NE corner
B	SPRAY	Before Sept. 30	Fall rosette treatment

	SITE	ACRES	COST A	COST B	TOTAL
1	IS 53 - Dodd and 210th roundabout	0.5	300	300	600

THISTLE & WILD PARSNIP

	TYPE	TIMING	NOTES
A	SPRAY	Before May 30	Treat thistle and other weeds on list.
B	SPRAY	Before Sept. 30	Fall rosette treatment

	SITES	ACRES	COST A	COST B	TOTAL
1	IS 02 - Kensington Park	0.04	225	225	450
2	IS 07 - Donnelly Farms	6	1,900	1,900	3,800
3	IS 10 - Old Ag Area D	0.6	350	350	700
4	IS 22 - Old Ag Area C	5.4	1,900	1,900	3,800
5	IS 59A(0.2) & B(0.05) - Bellante	0.3	350	350	700

WILD PARSNIP

	TYPE	TIMING	NOTES
A	SPRAY	Before June 15	
B	SPRAY	Before Sept. 30	Fall rosette treatment

WILD PARSNIP (cont.)

	SITES	ACRES	COST A	COST B	TOTAL
1	IS 04 - Kenrick Wall	0.3	350	350	700
2	IS 05A - Lone Tree Point 1B	0.8	400	400	800
3	IS 05B(0.2), C1 (0.1), C2(0.1) - Kenrick Fishing Dock Area	0.4	350	350	700
4	IS 06 - Ritter Dog Park Area	0.8	400	400	800
5	IS 26 - South of Century MS	0.03	350	350	700
6	IS 29A(0.09), B(0.07), C(0.24) - Along E side of Kenwood Trl	0.4	350	350	700
7	IS 36 A-J - Along Kenrick Ave	4.9	1700	1700	3400
8	IS 60A(0.09), B(0.3), C(0.2) - The Preserve near ponding	0.6	500	500	1000
9	IS 61 - Summerlyn 5B	0.5	450	450	900
10	IS 63A(0.12) & B(0.3) - Near 179th St W around pond	0.42	400	400	800
11	IS 64 A-E - 185th west of Hwy 35 - some just partial due to County doing some work (only 30 ft from centerline)	0.1	250	250	500
12	IS 65A(0.05) & B(0.1) - Kenyon near 185th and W of Hwy 35	0.15	250	250	500
13	IS 66A(0.005) & B(0.005) - Along road enter Casperson Park	0.01	250	250	500
14	IS 68 - N end of gravel lot at East Park	0.13	250	250	500
15	IS 69A(0.1) & B(0.1) - Ipava near Indiana Ave	0.2	275	275	550
16	IS 71. Dodd Blvd near Dodd & Highview roundabout	0.01	250	250	500
17	IS 72. 165th near Highview	0.003	250	250	500
18	IS 73. 205th & Glade in Linden Ridge	0.002	250	250	500
19	IS 74. N side of 50 at Cedar	0.001	250	250	500

BLACK LOCUST

	TYPE	TIMING	NOTES
A	SPRAY	Before June 15	Basal bark spray any found resprouts
B	SPRAY	Before Sept. 30	Ensure no regrowth or spreading to new areas

	SITES	ACRES	COST A	COST B	TOTAL
1	IS 31B(0.05) & C(0.07) - Fox Meadows W side of Joplin Ave	0.12	400	400	800
2	IS 33 - Ritter off main trail to north between orchard and pines	2.5	2500	2500	5000
3	IS 39 - Ritter near shore by old ELC	0.1	400	400	800
4	IS 40 - 179th St W near IS 63	0.1	400	400	800
5	IS 43 - Along 194th St W and Iberis Ave	0.2	400	400	800
6	IS 45 - Pinnacle Reserve Outlot A	0.3	400	400	800
7	IS 54 - W of Highview Ave near Interlachen Blvd	0.14	400	400	800
8	IS 55 - WTF Wetland Conservation Area on 183rd	0.5	1000	1000	2000
9	IS 56 - Roundabout at Junelle Path and 175th near FS3	0.14	400	400	800
10	IS 58 - SW corner at Antlers Park near 205th	0.2	400	400	800

	TYPE	TIMING	NOTES
A	SPRAY	Before June 15	Basal bark spray any found resprouts
B	SPRAY	Before Sept. 30	Ensure no regrowth or spreading to new areas

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 17A(0.01) & B(0.11) - Ritter Park backwaters near gazebo**	0.12	**400**	**400**	**800**

FALSE SPIREA & BUCKTHORN

	TYPE	TIMING	NOTES
A	SPRAY	Before June 15	Basal bark spray any found resprouts
B	SPRAY	Before Sept. 30	Ensure no regrowth or spreading to new areas

	SITES	ACRES	COST A	COST B	TOTAL
1	**IS 46 - Ritter Park biochar area**	0.5	**600**	**600**	**1200**

REPORTING		TOTAL
All Locations	Use provided templates or webmap application. Submit site activity reports within 3 days of completing. End of season summary form for each location is due by November 30, 2026.	**1000**

Invoice must be per location & include date of visit.
Perform maintenance based on phenology of area.
Must confirm with city contact prior to treatment.

TOTAL of FOR SURE TREATMENTS	**$ 22,275**
TOTAL with Possible Treatments	**$ 52,800**

Additional Maintenance Per Visit COST		COST
2026	Additional vegetation control by mechanical or chemical means as directed by city staff (per hour COST including mobilization and equipment)	125

CONTRACT FOR OUTLOT BUFFER MAINTENANCE SERVICES

AGREEMENT made this 6 day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City") and **CT CORPORATION SYSTEMS INC. dba Davey Resource Group, Inc., a Delaware corporation,** ("Contractor") a Minnesota limited liability company.

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

1. SCOPE OF SERVICES. The Contractor agrees to perform the services set forth in the Contract Documents. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the contract documents. The Contractor shall provide the Outlot Buffer Maintenance Services for the Property Descriptions/Locations attached as **Exhibits A and A-1** as Scope of Services details and Maps of each site. Contractor shall complete and provide the Treatment Summary in the form attached hereto as **Exhibit B**, or via provided web application link within three (3) days of any treatment. Contractor shall provide the End of Season Report in the form attached hereto as **Exhibit C** by November 30, 2026.

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

A. This Agreement.
B. Contractor's Proposal.

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 "B" has the last priority.

3. COMPENSATION. Contractor shall be paid by the City for the services described in Paragraph 1 in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment will be withheld until treatment summaries are submitted, and completion of work to specified standards is verified by City staff. Payment shall be made periodically after a service has been completed, and within thirty-five (35) days of receipt of an invoice.

4. TERM. The term of this contract is April 6, 2026 through December 31, 2026.

5. 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.

6. CONDITION/INSPECTION/REMEDY.

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

B. 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 provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

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

9. 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.

10. 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.

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

12. 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.

13. 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 Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

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

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

Professional Liability
$1,000,000 with a deductible maximum of $125,000.

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

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

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

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

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

(iii) Shall name Contractor as an insured party and name the City as an additional insured by endorsement with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,

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

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

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

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

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

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

17. 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.

18. 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.

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

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

21. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. This information should be reflected on invoices. Invoice line item should include date of work completed for each completed task.

22. AUDIT DISCLOSURE. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor 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 Contractor 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.

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

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

further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: _____

CITY OF LAKEVILLE

BY:_____
Luke M. Hellier, Mayor

AND:_____
Ann Orlofsky, City Clerk

Dated: _____, 2026

_____ **(Company)**

BY:_____
Its _____

EXHIBIT A

SCOPE OF SERVICES AND SITE MAPS

City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov**.**

Section 1 –Meetings

1.1 Preliminary Meeting: Site supervisor is to meet city contact on site before, or on, the first day of work at a specified site(s). An online meeting may work if previous contractor. The site lead/supervisor should be in attendance at either type of meeting.

1.2 Mid-season Meeting: After the first round of treatments occur, the city contact may request a meeting to discuss any changes needed in the plan for the remainder of the year (meet on-site if needed).

Section 2 – Timing of Weed Control

2.1 Inspection of Area

Inspections are to be conducted based on growing season and weed cycles by Contractor listed in this agreement. Plan on scheduling maintenance of sites based on plant phenology across the metro. City contact might alert you to timing needs based on site inspections, but it is the Contractor's responsibility to provide the maintenance at the proper time. Make sure areas 50 feet outside of boundary on map are searched for spreading of target species or invasive species and manage them at the time of discovery. Inform Lakeville staff of locations found outside of mapped areas. Time spent outside of mapped area can be billed for time and materials set within this contract.

2.2 Scheduling & Timing of Treatment

Maintenance is to occur before seed-out of weedy species. If contractor misses the timing and target species seeds out, the Contractor will be responsible for additional work at no cost greater than the predetermined estimate.

Invasive and weedy species are to be controlled by mechanical or chemical means during the growing season as indicated on map exhibits and quote sheet. City staff will assess sites after treatment and contact contractor if completed work was insufficient. Contractor is responsible for completing work expected and submitting a treatment summary indicating the revisit. **Any missed plants should be treated or pulled if seeding out.** Timing of treatment for each site is indicated on the quote sheet and on each site map. Ideally treatments will occur in early spring to stop tall growth of unwanted species and treatment focus should be conducted on the small plants/rosettes long before the plants seed out.

2.3 Communication

City contact must be contacted at least **24 hours prior to maintenance** activities. Items in the quote sheet that are greyed out are optional and need determined by city contact. Do not conduct greyed-out work until confirmed by city staff. If management occurs and

communication was not made first with city contact, the city reserves the right not to pay for that management activity conducted.

Section 3 – Type of Maintenance

3.1 Mechanical Removal (mowing/weed whipping/hand pulling)

Mechanical tools and equipment should be cleaned of any debris or seeds before used at each site. The tools can be used as needed but ensure soil disturbance is kept to a minimum. Avoid desirable native species. Mowing is typically the whole site, but groupings of native plants can be avoided. Mowing is to be no lower than 6" from the ground. If hand weeding makes the most impact, use that as the preferred method. Remove as much of the root system as possible. Stamp down any disturbed soil from hand pulling. Mechanical methods are preferred over chemical methods to reduce chemicals in the environment.

3.2 Chemical Use

When needed, spot spraying is preferred to vast area spraying. The amount and type of chemical used should be considered and label should always be followed. When spraying near water, "water safe" chemicals are to be used. Avoid spraying on windy days to avoid drift. Must use blue dye during all sprays (not just fall) to help avoid missed plants.

3.3 Woody Control

For list of species see section 6 below. Undesired/volunteer trees and shrubs can be cut down and treated at any visit.

3.4 Burn

Provide a cost to conduct a burn for the site. If fuel load isn't adequate, discuss with city contact, but plan on conducting a burn before November 20. Plan for alternative site preparation if burn cannot be conducted if burn is listed before a seeding on quote sheet.

3.5 Seed

- For sites with 'seed' listed as an optional management, the contractor should assume seed costs at $500 per acre for quote. Work with city staff to determine type of seed for each site before purchase. The goal of the city is to have simple native mixes of 6-8 hardy species that are under 3 ft in height and are best suited for the soils and sunlight conditions of each site. If seed costs are more than $500, and the city contact agrees with suggested seed mix, the city will pay the difference above the $500 per acre. Seed costs should be equated into the site quote price AND make sure to include cost in next point below.
- All seeding should be planned for the fall before November 20, or just after a burn, (if a burn is planned prior to seeding). If no burn is to be conducted, any site prep needed for the seed to be successful should be included with the seeding cost.
- The contractor is to determine best site prep and seeding methods for greatest establishment success.
- The contractor will provide 1 year warranty for each seeding location. Seeding assessments will be conducted by city contact in July and before September 1 in the

year following the seeding. If seed isn't establishing, the contractor is required to reseed the area with same determined mix.

Section 4 – General Guidance

4.1 The Contractor will furnish all relevant expertise as well as all labor, materials, equipment (clean), skills, safety and performance of all operations required to complete all requested maintenance work. Items of note and expectations:

- Most sites on quote sheet have been managed for several years (unless otherwise noted on map). Management needs should be minimal because of previous management.
- City expects contractor to have strong plant identification skills, especially with native plants, invasive species and weedy species.
- City expects contractor to research and determine best management methods and timing to manage listed invasive species. Consult with city contact expected course of action.
- **Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite**. If equipment is inspected by City staff upon arrival and not satisfactorily clean, the City reserves the right to require the contractor to leave, clean equipment and return to the site to complete the work at no additional cost to the City.
- Contractor may not spray-out unused herbicide tanks on site and extra herbicide must be dealt with according to environmental safety regulations off-site.
- Follow up treatment of missed plants must be completed within one to two weeks of notification, unless otherwise noted on quote sheet.
- Onsite staff conducting maintenance must have through knowledge of this contract and its obligations. Any questions should be clarified with city contact.
- Provide at least 24 hours in advance of when you will be onsite with city contact. 48 hours is preferable.
- The lead who will be present at the site, must make sure to talk with the city contact before work starts for the day to help to ensure the correct work is completed at the correct locations.
- Payment will be distributed after treatment summaries have been received and adequate results have been achieved from conducted management activity and follow up inspection – see Section 8.

Section 5 – Removed Plant Material Disposal

5.1 The City does not have a location to place plant material, so ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest. Quote should reflect the inclusion of the disposal costs of plant material.

Section 6 – Performance Standards

6.1 Tasks (mowing, weed whipping, general spot treating, etc.) must kill/cut back 90% of the target species that are present at the time of the project. Priority target species must be

controlled prior to flower development. Incidental spraying/cutting of non-target species will be kept at a low rate of occurance.

- Weedy and Invasive Species
  The goal is to have the area contain as few weed species as possible with particular attention paid to control of tansy, phragmites, thistle, wild parsnip, garlic mustard, purple loosestrife, burdock, ragweed, birds foot trefoil, stinging nettle, clovers, leafy spurge, crown vetch, Japanese hedge parsley, or any MDA listed invasive species.
    - Undesirable trees/shrubs: boxelder, buckthorn, black locust, Siberian elm, mulberry, honeysuckle, willows, etc. All volunteer trees should be treated at least once in the fall if present. Exception is black locust. Black locust should be chemically treated if showing any sign of growth at each visit.
- Native Species
  Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

If contractor misses the window for spraying and the target species such as thistle seeds out, the contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.

Follow up treatments at the cost of the contractor may be requested if these standards are not met.

Section 7 – Site Specific Information – See each map

Section 8 –Reporting

8.1 Treatment Summary

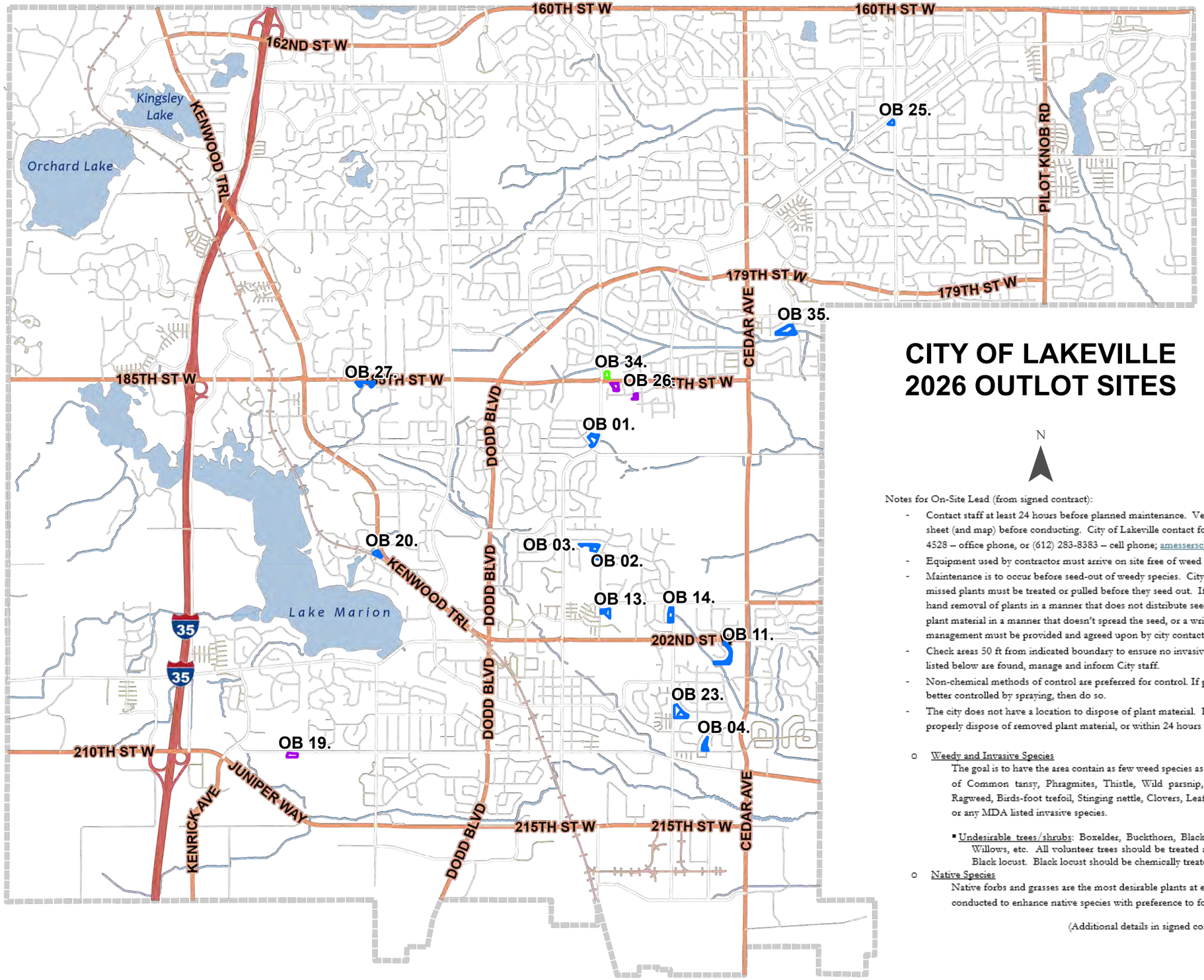
Fill out the city provided 'Treatment Summary' form, or online web application, after treatments are conducted and provided to City within 3 working days, form attached here to. NEW in 2026, please indicate if the treatment is an initial visit associated with a set line item, or if it is a revisit to complete the previous line item. If you have more than one City contract, please make sure to indicate what contract the site is associated with. Do not only indicate 'Site 6', as it will be impossible to know what 'Site 6' is being referring to. There are electronic options for reporting for each site. Please contact city staff if a login is desired. Paper or electronic submittals will be accepted. Please email city contact after electronic information submitted.

8.2 End of Season Summary

Fill out the City provided ‘End of Season Summary’, or equivalent information, at the end of the season and provide to the city contact when final site visits are completed, or no later than November 30, 2026. This report should include detailed information about issues at each location and recommendations for the following maintenance season. Form is attached here to.

EXHIBIT “A-1”

MAPS



CITY OF LAKEVILLE
2026 OUTLOT SITES

N

Notes for On-Site Lead (from signed contract):

- Contact staff at least 24 hours before planned maintenance. Verify any activity that is greyed out on quote sheet (and map) before conducting. City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov.
- Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite.
- Maintenance is to occur before seed-out of weedy species. City staff will check work. If notified of issues, any missed plants must be treated or pulled before they seed out. If plants seed out, contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.
- Check areas 50 ft from indicated boundary to ensure no invasive species are in that zone. If undesirable plants listed below are found, manage and inform City staff.
- Non-chemical methods of control are preferred for control. If plants are too abundant to control, or will be better controlled by spraying, then do so.
- The city does not have a location to dispose of plant material. Please ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest.

- Weedy and Invasive Species
  The goal is to have the area contain as few weed species as possible with particular attention paid to control of Common tansy, Phragmites, Thistle, Wild parsnip, Garlic mustard, Purple loosestrife, Burdock, Ragweed, Birds-foot trefoil, Stinging nettle, Clovers, Leafy spurge, Crown vetch, Japanese hedge parsley, or any MDA listed invasive species.

  - Undesirable trees/shrubs: Boxelder, Buckthorn, Black locust, Siberian elm, Mulberry, Honeysuckle, Willows, etc. All volunteer trees should be treated at least once in the fall if present. Exception is Black locust. Black locust should be chemically treated if showing any sign of growth at each visit.
- Native Species
  Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

(Additional details in signed contract)

OB 01. HIGHVIEW AT CHOKECHERRY 4D

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

18940 Holland Drive – Enter next to this address

SITE NAME	ACRES	TYPE	TIMING
Location 1 - Highview at Chokecherry Pond 4D	1.9	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

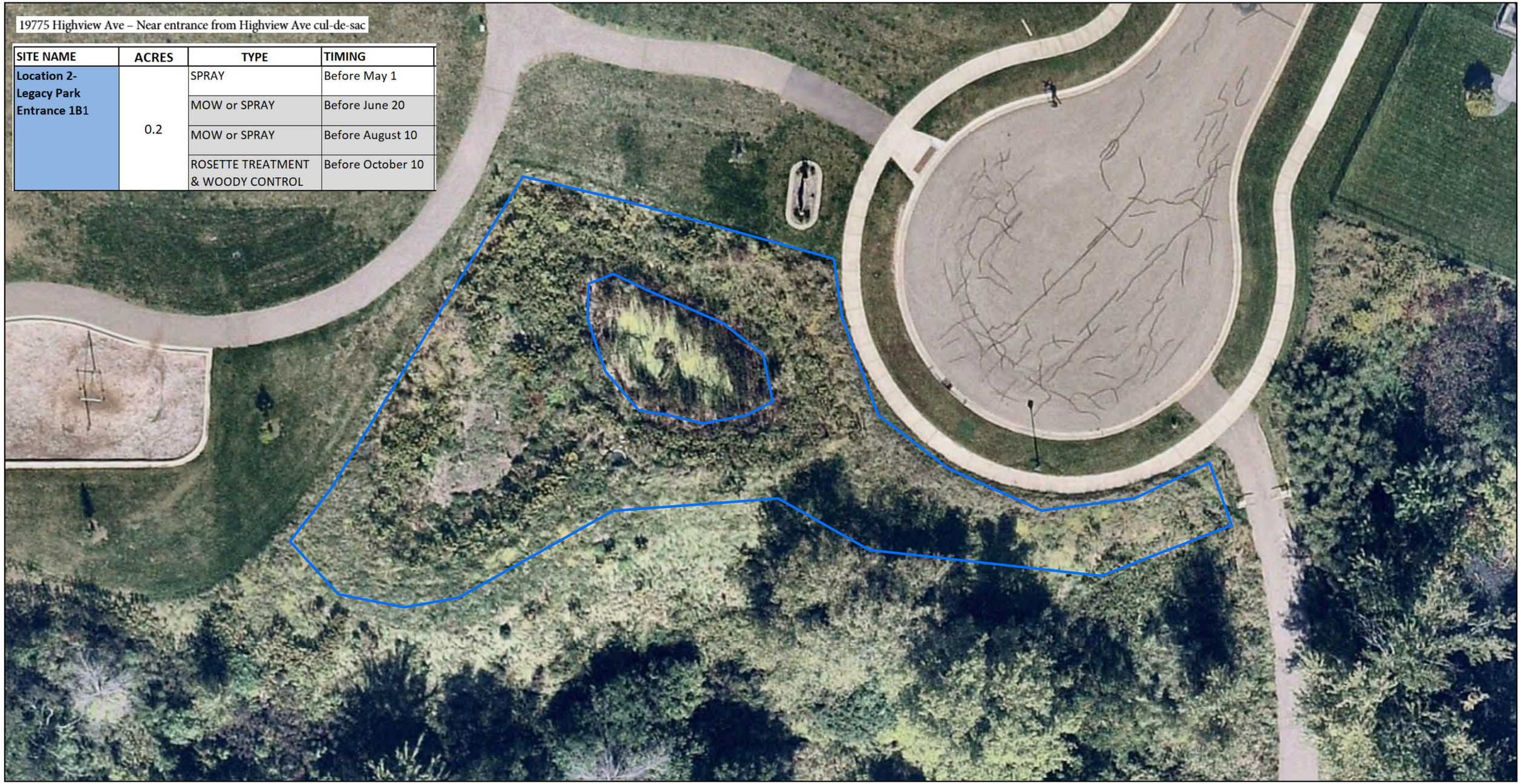
OB 02. LEGACY PARK ENTRANCE

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

19775 Highview Ave – Near entrance from Highview Ave cul-de-sac

SITE NAME	ACRES	TYPE	TIMING
Location 2- Legacy Park Entrance 1B1	0.2	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

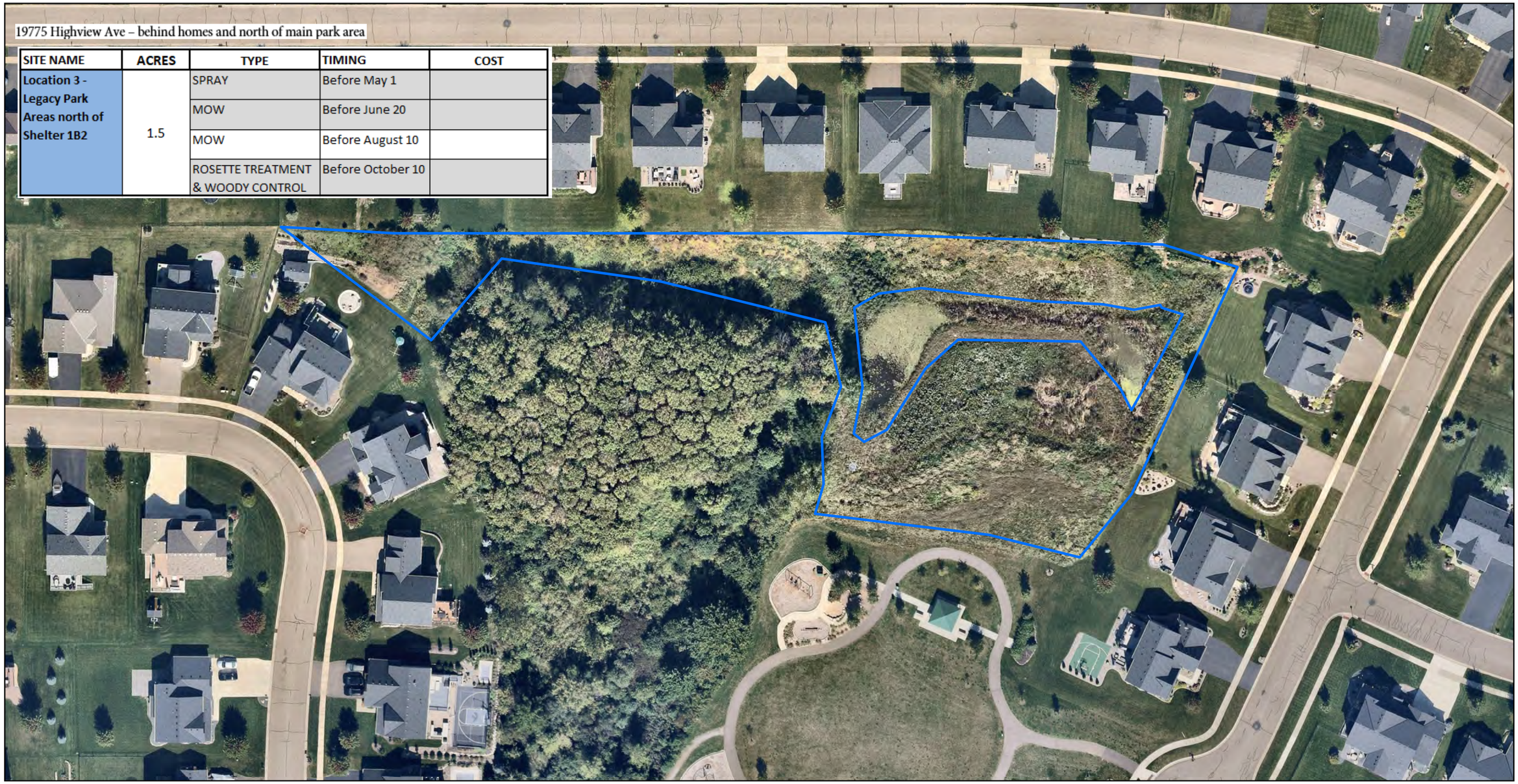
OB 03. LEGACY PARK POND & INF. 1B2

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

19775 Highview Ave – behind homes and north of main park area

SITE NAME	ACRES	TYPE	TIMING	COST
Location 3 - Legacy Park Areas north of Shelter 1B2	1.5	SPRAY	Before May 1	
		MOW	Before June 20	
		MOW	Before August 10	
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10	



1._____

2._____

3._____

Notes:_____

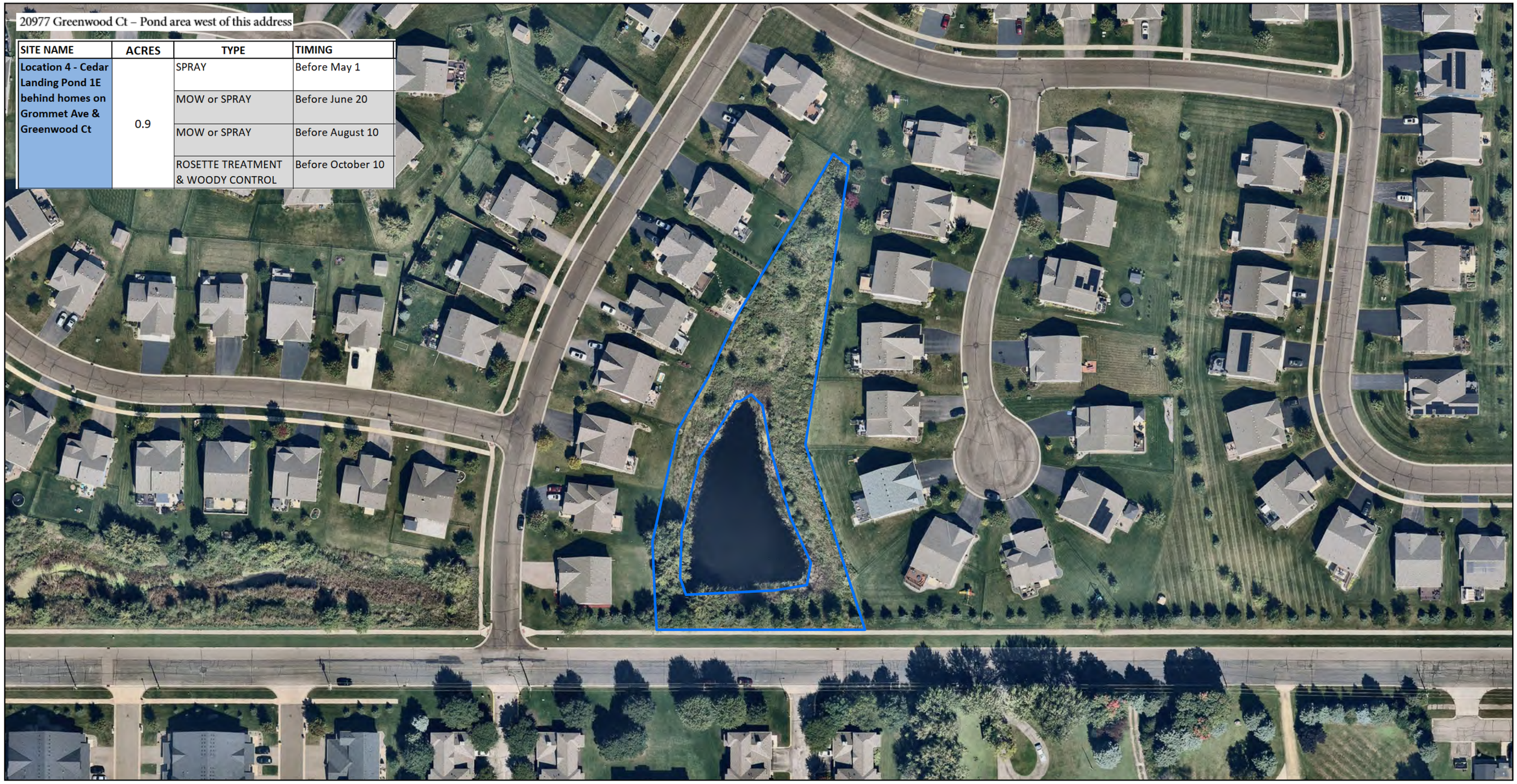
OB 04. CEDAR LANDING BEHIND HOMES 1E

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

20977 Greenwood Ct – Pond area west of this address

SITE NAME	ACRES	TYPE	TIMING
Location 4 - Cedar Landing Pond 1E behind homes on Grommet Ave & Greenwood Ct	0.9	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1. _____

2. _____

3. _____

Notes: _____

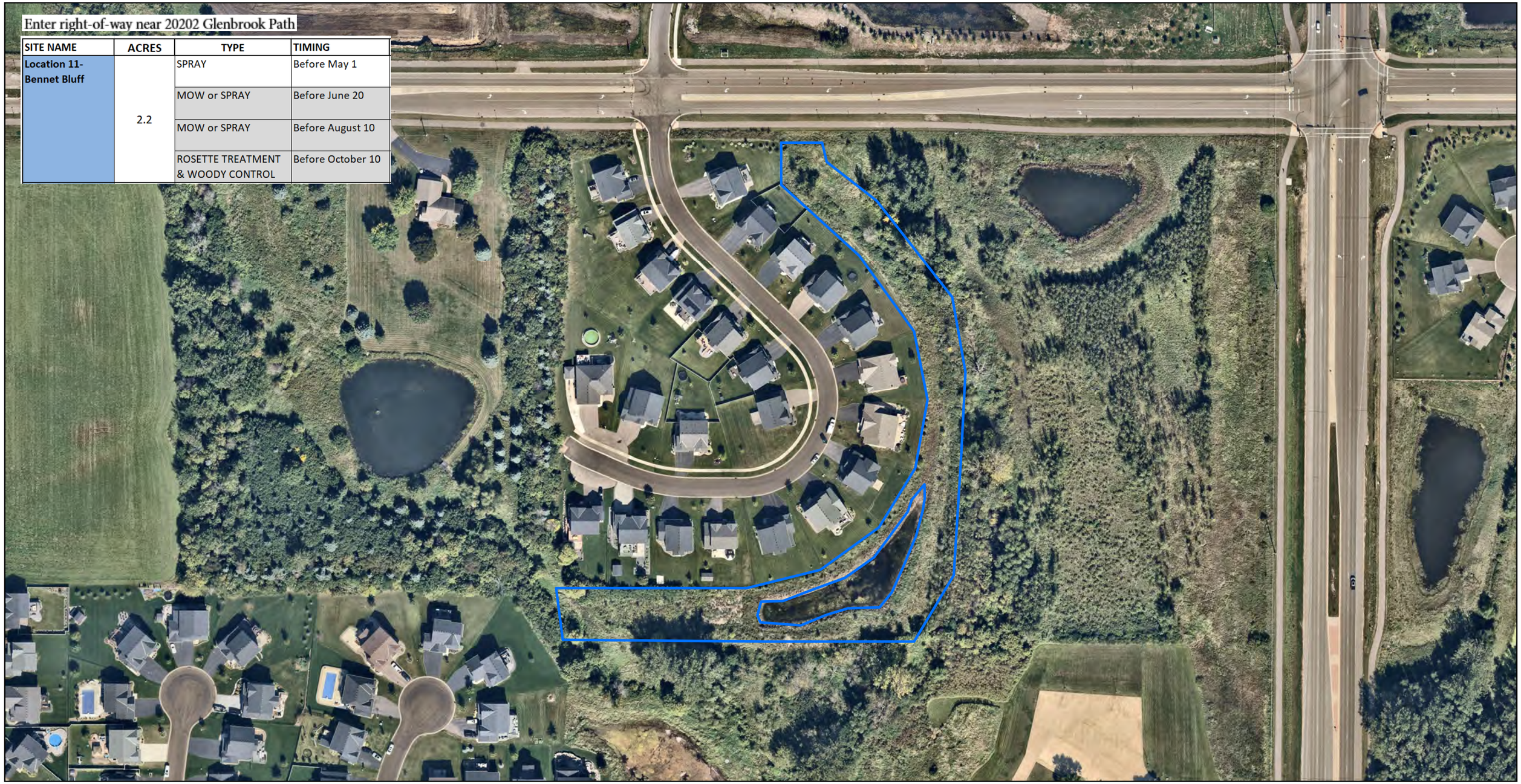
OB 11. BENNET BLUFF

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

Enter right-of-way near 20202 Glenbrook Path

SITE NAME	ACRES	TYPE	TIMING
Location 11- Bennet Bluff	2.2	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

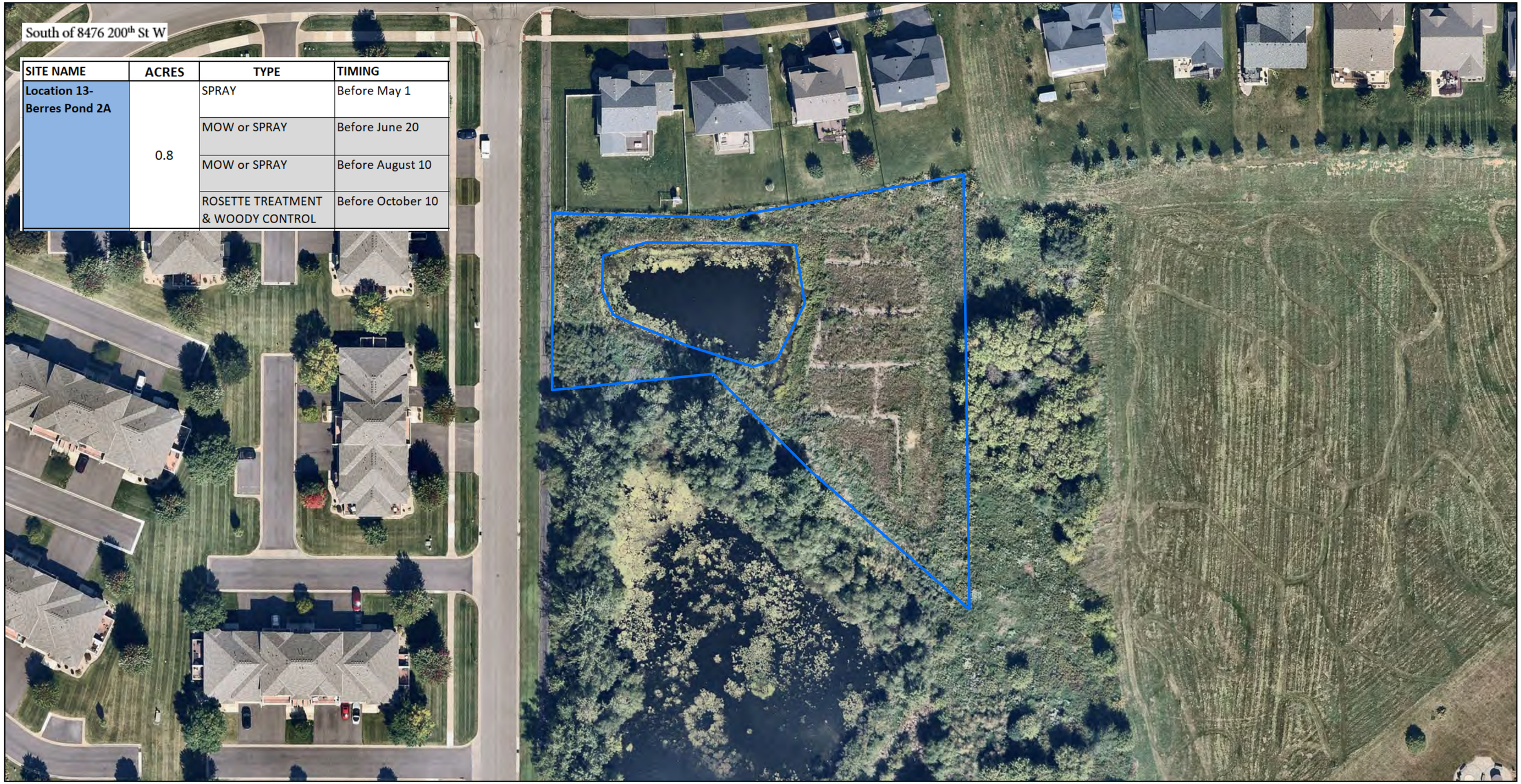
OB 13. BERRES POND 2A

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

South of 8476 200th St W

SITE NAME	ACRES	TYPE	TIMING
Location 13- Berres Pond 2A	0.8	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

OB 14. BERRES POND 3B

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

South of 8026 200th St W

SITE NAME	ACRES	TYPE	TIMING
Location 14 - Berres Pond 3B	1.3	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

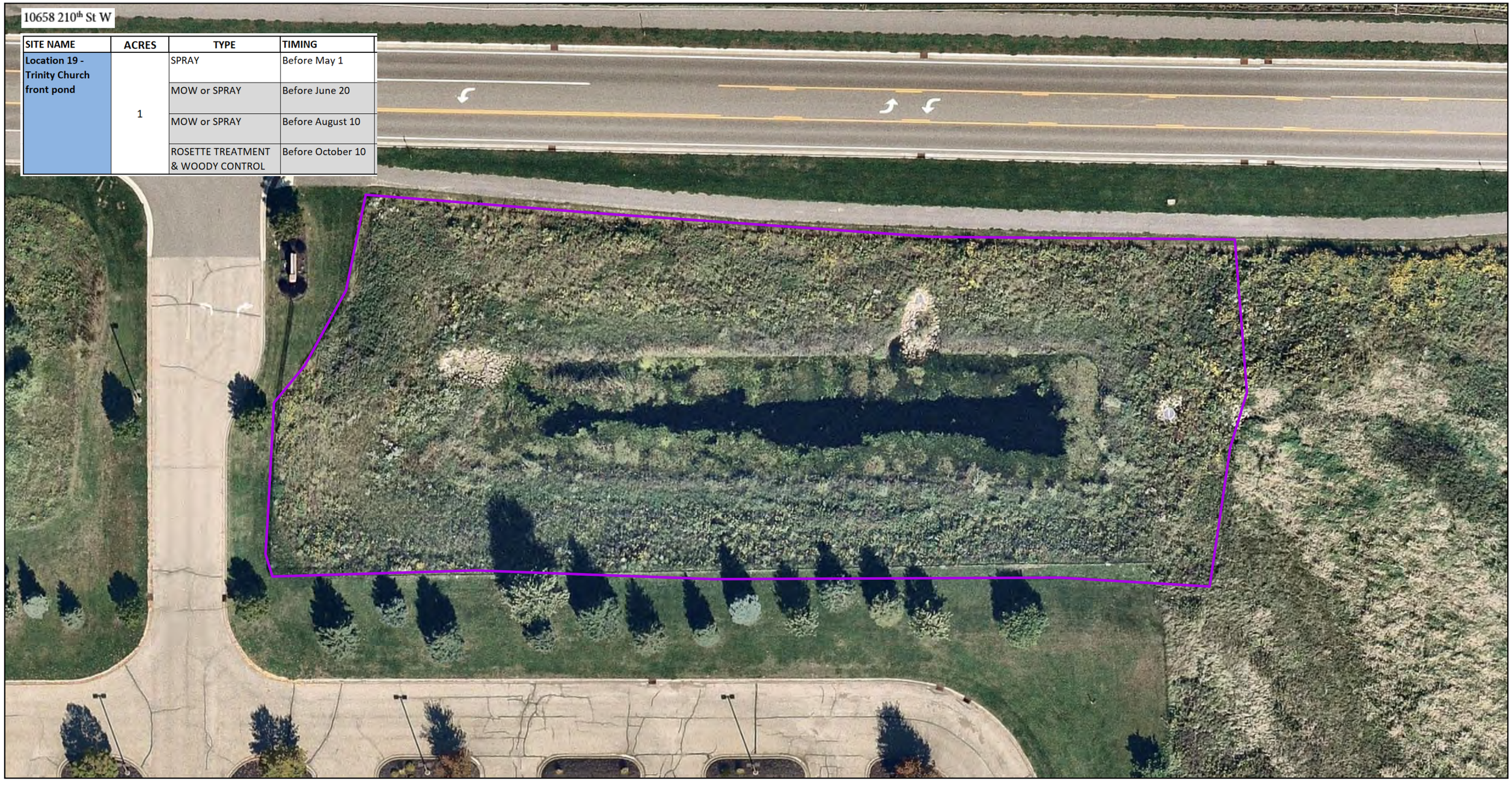
OB 19. TRINITY FRONT POND

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

10658 210th St W

SITE NAME	ACRES	TYPE	TIMING
Location 19 - Trinity Church front pond	1	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

OB 20. CO RD 50 POND AT JAGUAR

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

19638 Jasper Ter – Pond south of this address

SITE NAME	ACRES	TYPE	TIMING
Location 20 - Jaguar Pond off of 50	0.8	MOW	Before May 1
		MOW	Before June 20
		MOW	Before August 10
		ROSETTE TREATMENT	Before October 10



1._____

2._____

3._____

Notes:_____

OB 23. LINDEN RIDGE

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

South of 20575 Gunnison Dr

SITE NAME	ACRES	TYPE	TIMING
Location 23 - Linden Ridge Pond & Inf	2.3	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10

1._____

2._____

3._____

Notes:_____

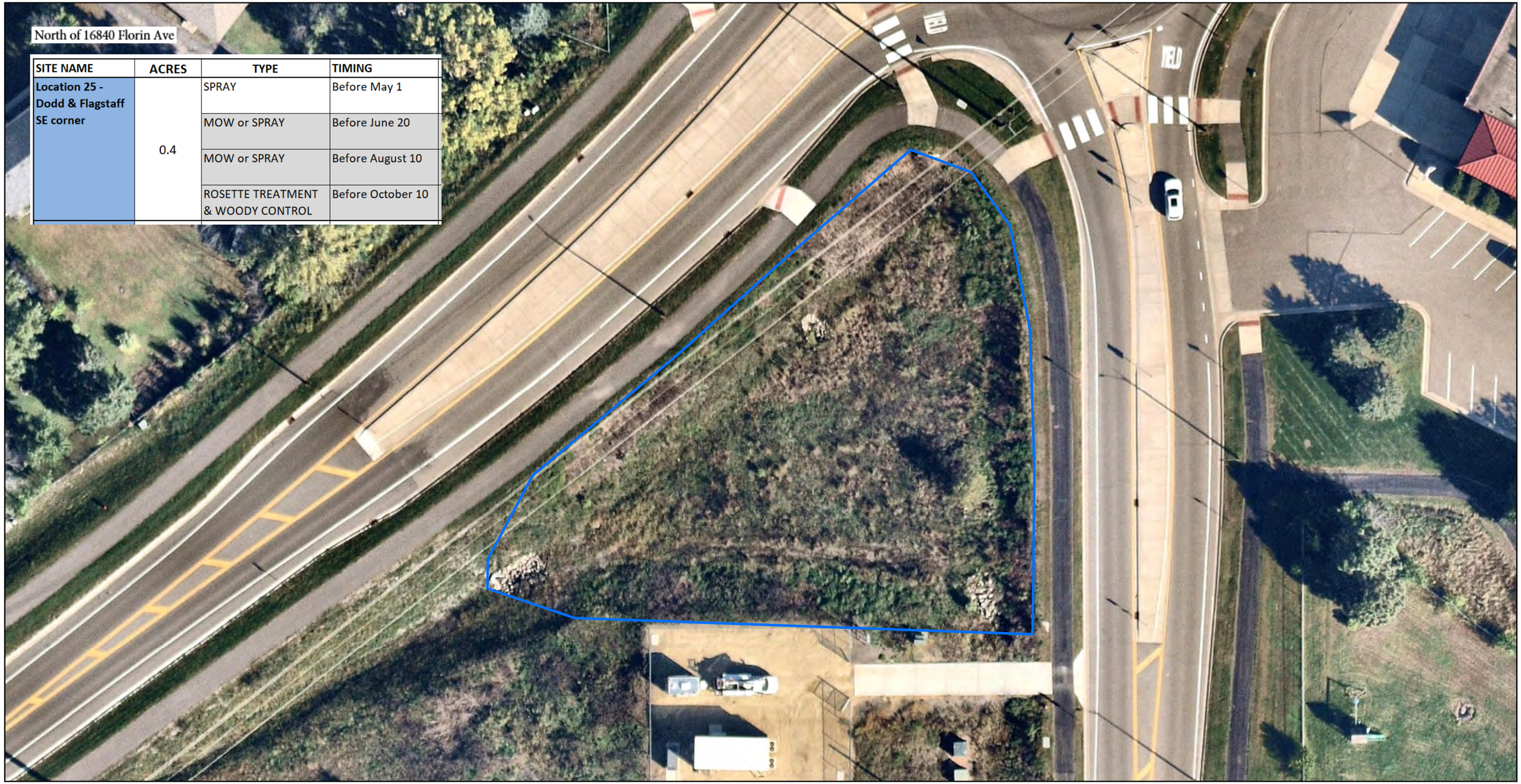
OB 25. DODD POND AT SW DODD & FLAGSTAFF

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

North of 16840 Florin Ave

SITE NAME	ACRES	TYPE	TIMING
Location 25 - Dodd & Flagstaff SE corner	0.4	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

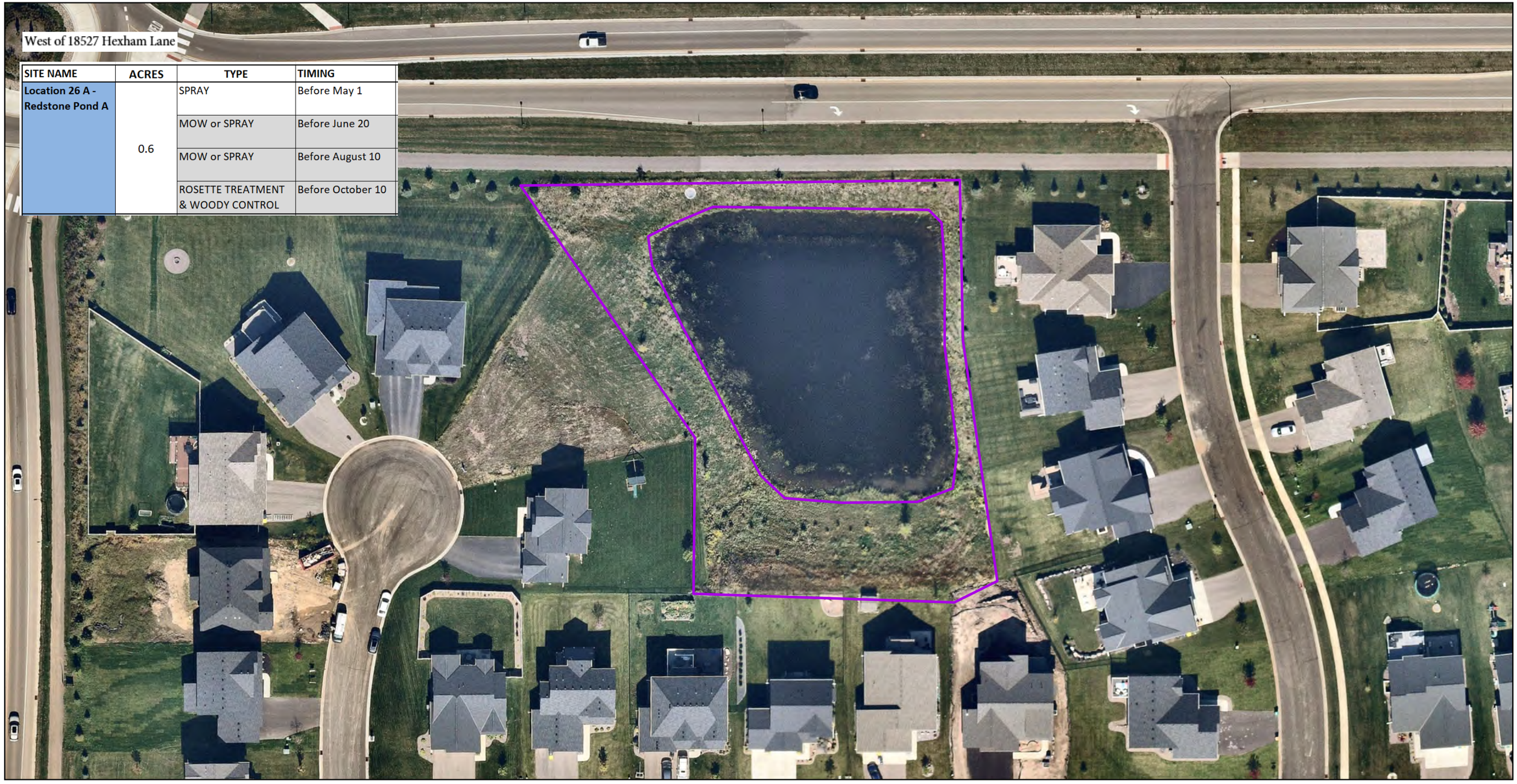
3._____

Notes:_____

OB 26A. REDSTONE

FREQUENCY OF MAINTENANCE 2026 1 2 3

N



SITE NAME	ACRES	TYPE	TIMING
Location 26 A - Redstone Pond A	0.6	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10

1._____

2._____

3._____

Notes:_____

OB 26B. REDSTONE

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

East of 8264 186th St W

SITE NAME	ACRES	TYPE	TIMING
Location 26 B - Redstone Pond B	0.3	SPRAY	Before May 1
		MOW or SPRAY	Before June 20
		MOW or SPRAY	Before August 10
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10



1._____

2._____

3._____

Notes:_____

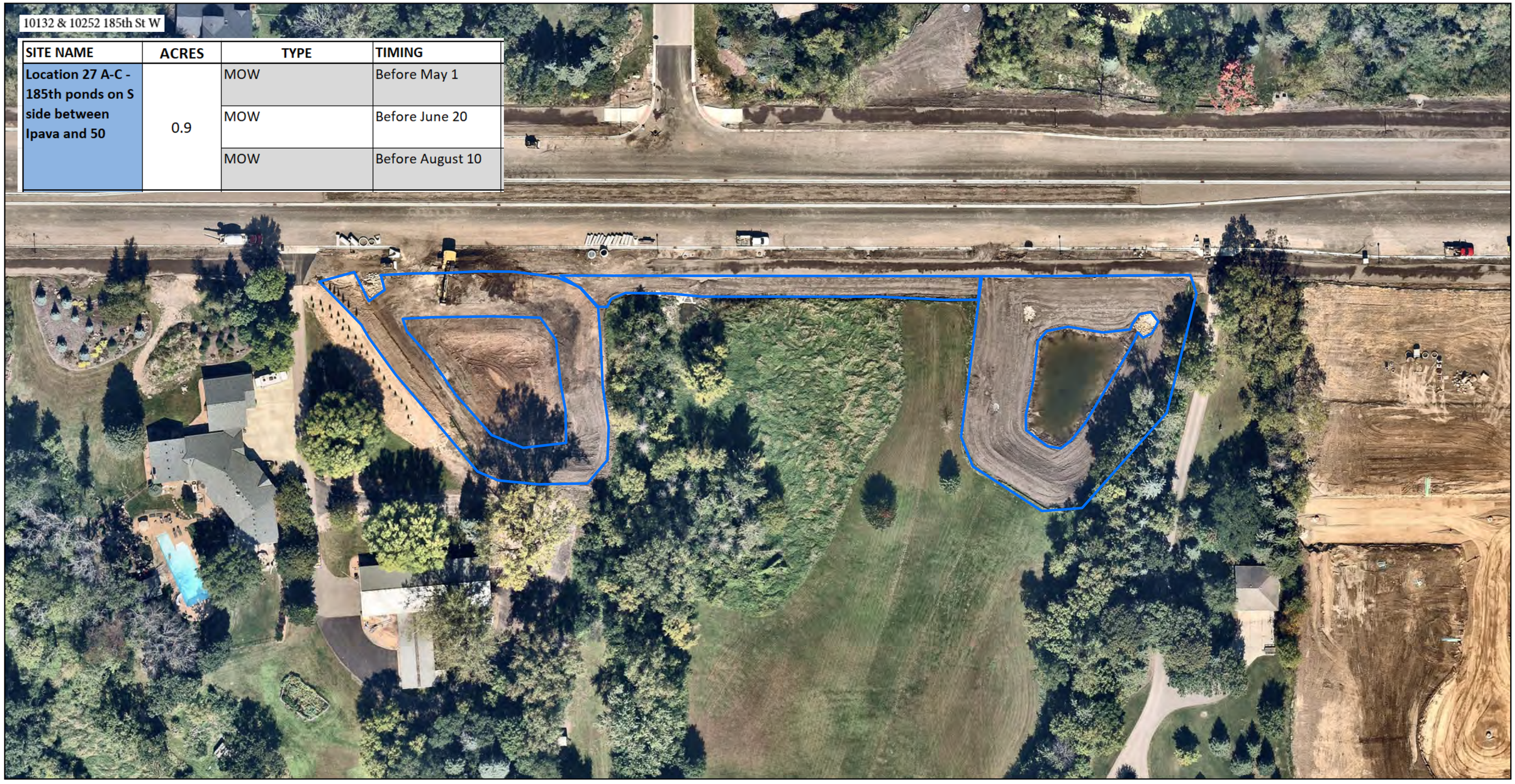
OB 27. 185TH PONDS

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

10132 & 10252 185th St W

SITE NAME	ACRES	TYPE	TIMING
Location 27 A-C - 185th ponds on S side between Ipava and 50	0.9	MOW	Before May 1
		MOW	Before June 20
		MOW	Before August 10



1._____

2._____

3._____

Notes:_____

OB 34. POND OFF TRAIL AT CORNER OF HIGHVIEW & 185TH

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

NW corner of Highview Ave and 185th St W

SITE NAME	ACRES	TYPE	TIMING	COST
Location 34N - Pond at corner of Highview & 185th	0.8	SPRAY	Before May 1	
		MOW or SPRAY	Before June 20	
		MOW or SPRAY	Before August 10	
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10	

1._____

2._____

3._____

Notes:_____

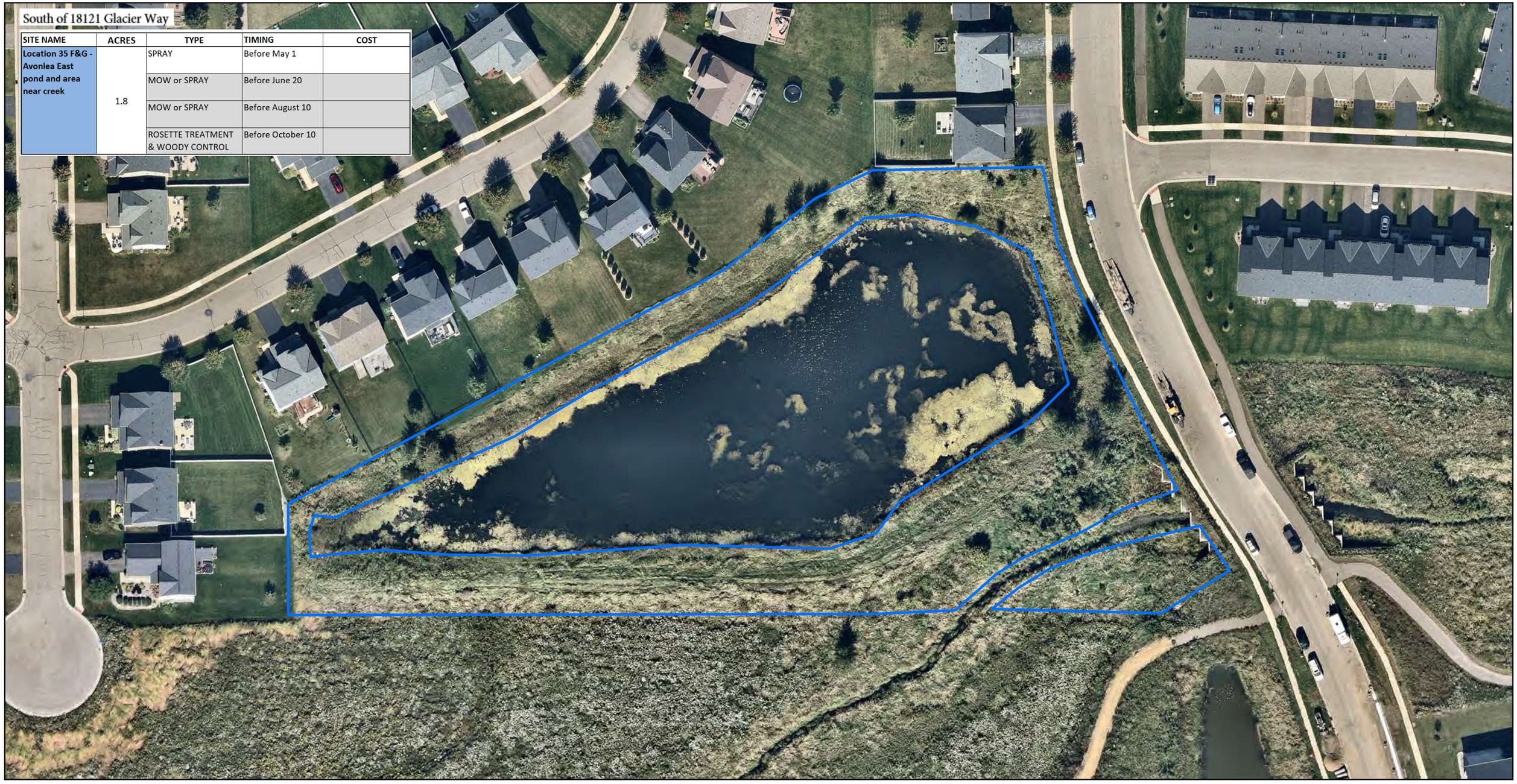
OB 35. AVONLEA EAST

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

South of 18121 Glacier Way

SITE NAME	ACRES	TYPE	TIMING	COST
Location 35 F&G - Avonlea East pond and area near creek	1.8	SPRAY	Before May 1	
		MOW or SPRAY	Before June 20	
		MOW or SPRAY	Before August 10	
		ROSETTE TREATMENT & WOODY CONTROL	Before October 10	



1._____

2._____

3._____

Notes:_____

EXHIBIT “B”

TREATMENT SUMMARY

Treatment Summary

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Get fillable version from Lakeville staff

EXHIBIT “C”

END OF SEASON SUMMARY

End of Season Summary

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

Get fillable version from Lakeville staff

CONTRACTOR'S QUOTE PROPOSAL

Project: City of Lakeville Outlot Buffer Vegetation Maintnenace (2026)

Company: Davey Resource Group
Contact: Ben Rietz; ben.rietz@davey.com

Use blue dye when spraying <u>all year</u> to help avoid missed areas.

Before May 30: Treat weeds in rosette stage and farther - Garlic mustard, thistle, burdock, crown vetch and others when identified at this time as well.

Before July 1: Spray thistle, crown vetch, burdock, ragweed and other weedy species before they seed out. Treat short ragweed at this time as well.

Before August 10: Check-in with City last week in July to determne if a treatment for weeds at this site is needed in August, if so, treat weeds AND perform the cut and treat any reamining volunteer trees at that time.

Before October 10: If no treatment is needed in August, then recheck with staff before October 10 to focus on any rosette thistle and galric mustard spraying as well as volunteer tree removal and treating the stumps .

Gray shading indicates it is optional management determined by the city contact.

	SITE NAME	ACRES	TYPE	TIMING	COST
1	**Location 3 - Legacy Park Areas north of Shelter 1B2**	1.5	SPRAY	Before May 1	**$ 575.00**
			MOW	Before July 1	**$ 1,500.00**
			MOW	Before August 10	**$ 3,000.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 3,000.00**
2	**Location 4 - Cedar Landing Pond 1E behind homes on Grommet Ave & Greenwood Ct**	0.9	SPRAY	Before May 30	**$ 500.00**
			MOW or SPRAY	Before July 1	**$ 500.00**
			MOW or SPRAY	Before August 10	**$ 700.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 700.00**
3	**Location 11- Bennet Bluff**	2.2	SPRAY	Before May 30	**$ 960.00**
			MOW or SPRAY	Before July 1	**$ 960.00**
			MOW or SPRAY	Before August 10	**$ 1,500.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 1,500.00**

	SITE NAME	ACRES	TYPE	TIMING	COST
4	**Location 13- Berres Pond 2A**	0.8	SPRAY	Before May 30	**$ 450.00**
			MOW or SPRAY	Before July 1	**$ 450.00**
			MOW or SPRAY	Before August 10	**$ 1,300.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 1,300.00**
5	**Location 14 - Berres Pond 3B**	1.3	SPRAY	Before May 30	**$ 525.00**
			MOW or SPRAY	Before July 1	**$ 525.00**
			MOW or SPRAY	Before August 10	**$ 725.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 725.00**
6	**Location 19 - Trinity Church front pond**	1	SPRAY	Before May 30	**$ 500.00**
			MOW or SPRAY	Before July 1	**$ 500.00**
			MOW or SPRAY	Before August 10	**$ 600.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 600.00**
7	**Location 20 - Jaguar Pond off of 50**	0.8	MOW	Before May 30	**$ 900.00**
			MOW	Before July 1	**$ 900.00**
			MOW	Before August 10	**$ 900.00**
			ROSETTE TREATMENT	Before October 10	**$ 500.00**
8	**Location 23 - Linden Ridge Pond & Inf**	2.3	SPRAY	Before May 30	**$ 960.00**
			MOW or SPRAY	Before July 1	**$ 960.00**
			MOW or SPRAY	Before August 10	**$ 1,500.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 1,500.00**

	SITE NAME	ACRES	TYPE	TIMING	COST
9	**Location 25 - Dodd & Flagstaff SE corner**	0.4	SPRAY	Before May 30	**$ 300.00**
			MOW or SPRAY	Before July 1	**$ 300.00**
			MOW or SPRAY	Before August 10	**$ 700.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 700.00**
10	**Location 26 A - Redstone Pond A**	0.6	SPRAY	Before May 30	**$ 400.00**
			MOW or SPRAY	Before July 1	**$ 400.00**
			MOW or SPRAY	Before August 10	**$ 800.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 800.00**
11	**Location 26 B - Redstone Pond B**	0.3	SPRAY	Before May 30	**$ 300.00**
			MOW or SPRAY	Before July 1	**$ 300.00**
			MOW or SPRAY	Before August 10	**$ 700.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 700.00**
12	**Location 27 A-C - 185th ponds on S side between Ipava and 50**	0.9	MOW	Before May 30	**$ 900.00**
			MOW	Before July 1	**$ 900.00**
			MOW	Before August 10	**$ 900.00**
13	**Location 34N - Pond at corner of Highview & 185th**	0.8	SPRAY	Before May 30	**$ 500.00**
			MOW or SPRAY	Before July 1	**$ 500.00**
			MOW or SPRAY	Before August 10	**$ 500.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 700.00**

	SITE NAME	ACRES	TYPE	TIMING	COST
14	**Location 35 F&G - Avonlea East pond and area near creek**	1.8	SPRAY	Before May 30	**$ 900.00**
			MOW or SPRAY	Before July 1	**$ 900.00**
			MOW or SPRAY	Before August 10	**$ 2,000.00**
			ROSETTE TREATMENT & WOODY CONTROL	Before October 10	**$ 2,000.00**

Reporting		**COST**
All Locations	Use provided templates or webmap application. Submit site activity reports within 3 days of completing. End of season summary form for each location is due by November 30, 2026.	**$ 1,000.00**

Invoice must be per location & include date of visit.
Perform maintenance based on phenology of area.
Must confirm with city contact prior to treatment.

TOTAL of FOR SURE TREATMENTS	**$ 13,095.00**
TOTAL with Possible Treatments	**$ 49,815.00**

Additional Maintenance Per Visit COST		**COST**
2026	Additional vegetation control by mechanical or chemical means as directed by city staff (per hour COST including mobilization and equipment)	**$ 125.00**

Date: 4/6/2026

Agreement with MNL for 2026 Vegetation Management Contract for Priority 1 Sites

Proposed Action
Staff recommends adoption of the following motion: Move to approve an agreement with MNL for 2026 vegetation management of Priority 1 Sites, City Project 26-54.

Overview
The City's adopted Capital Improvement Plan includes annual vegetation management of City-owned natural areas. This work supports the City's natural resources management program, which focuses on maintaining and protecting creeks and streams, greenway corridors, stormwater management basins, prairies, wetlands, and woodlands. Each year, the City implements ecological management strategies to preserve and enhance the quality and long-term function of these areas.

Priority 1 locations were previously restored areas using state grant funding, and ongoing management is required to maintain the ecological function of these investments. The 2026 vegetation management program includes restoration practices and mechanical and chemical treatments to control invasive species and support healthy native plant communities.

For the 2026 Priority 1 Sites, the City received three quotes, with a low quote of $54,134 from MNL and a high quote of $194,343.

The agreement establishes the scope, cost and schedule for the 2026 maintenance season, with all work planned for completion by the end of the growing season.

Supporting Information
1. 2026.04.06 Contract for Priority 1 Sites (MNL)

Financial Impact: $54,134.00 **Budgeted:** Yes **Source:** Utility Fund - Env. Res.
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities.
Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

CONTRACT FOR PRIORITY 1 MAINTENANCE SERVICES

AGREEMENT made this 6th day of April 2026, by and between the **CITY OF LAKEVILLE,** a Minnesota municipal corporation ("City") and **MNL,** ("Contractor") a Minnesota limited liability company.

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

1. SCOPE OF SERVICES. The Contractor agrees to perform the services set forth in the Contract Documents. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the contract documents. The Contractor shall provide the Priority 1 Maintenance Services for the Property Descriptions/Locations attached as **Exhibits A and A-1** as Scope of Services details and Maps of each site. Contractor shall complete and provide the Treatment Summary in the form attached hereto as **Exhibit B**, or via provided web application link within three (3) days of any treatment. Contractor shall provide the End of Season Report in the form attached hereto as **Exhibit C** by November 30, 2026.

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

A. This Agreement.
B. Contractor's Proposal.

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 "B" has the last priority.

3. COMPENSATION. Contractor shall be paid by the City for the services described in Paragraph 1 in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment will be withheld until treatment summaries are submitted, and completion of work to specified standards is verified by City staff. Payment shall be made periodically after a service has been completed, and within thirty-five (35) days of receipt of an invoice.

4. TERM. The term of this contract is April 6, 2026 through December 31, 2026.

5. 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.

6. CONDITION/INSPECTION/REMEDY.

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

B. 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 provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

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

9. 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.

10. 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.

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

12. 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.

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

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

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

Professional Liability
$1,000,000 with a deductible maximum of $125,000.

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

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

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

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

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

(iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,

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

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

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

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

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

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

17. 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.

18. 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.

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

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

21. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. This information should be reflected on invoices. Invoice line item should include date of work completed for each completed task.

22. AUDIT DISCLOSURE. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor 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 Contractor 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.

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

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

further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: _____

CITY OF LAKEVILLE

BY:_____
Luke M. Hellier, Mayor

AND:_____
Ann Orlofsky, City Clerk

Dated: _____, 2026

_____ **(Company)**

BY:_____
Its _____

EXHIBIT A

SCOPE OF SERVICES AND SITE MAPS

City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov**.**

Section 1 –Meetings

1.1 Preliminary Meeting: Site supervisor is to meet city contact on site before, or on, the first day of work at a specified site(s). An online meeting may work if previous contractor. The site lead/supervisor should be in attendance at either type of meeting.

1.2 Mid-season Meeting: After the first round of treatments occur, the city contact may request a meeting to discuss any changes needed in the plan for the remainder of the year (meet on-site if needed).

Section 2 – Timing of Weed Control

2.1 Inspection of Area

Inspections are to be conducted based on growing season and weed cycles by Contractor listed in this agreement. Plan on scheduling maintenance of sites based on plant phenology across the metro. City contact might alert you to timing needs based on site inspections, but it is the Contractor's responsibility to provide the maintenance at the proper time. Make sure areas 50 feet outside of boundary on map are searched for spreading of target species or invasive species and manage them at the time of discovery. Inform Lakeville staff of locations found outside of mapped areas. Time spent outside of mapped area can be billed for time and materials set within this contract.

2.2 Scheduling & Timing of Treatment

Maintenance is to occur before seed-out of weedy species. If contractor misses the timing and target species seeds out, the Contractor will be responsible for additional work at no cost greater than the predetermined estimate.

Invasive and weedy species are to be controlled by mechanical or chemical means during the growing season as indicated on map exhibits and quote sheet. City staff will assess sites after treatment and contact contractor if completed work was insufficient. Contractor is responsible for completing work expected and submitting a treatment summary indicating the revisit. **Any missed plants should be treated or pulled if seeding out.** Timing of treatment for each site is indicated on the quote sheet and on each site map. Ideally treatments will occur in early spring to stop tall growth of unwanted species and treatment focus should be conducted on the small plants/rosettes long before the plants seed out.

2.3 Communication

City contact must be contacted at least **24 hours prior to maintenance** activities. Items in the quote sheet that are greyed out are optional and need determined by city contact. Do not conduct greyed-out work until confirmed by city staff. If management occurs and

communication was not made first with city contact, the city reserves the right not to pay for that management activity conducted.

Section 3 – Type of Maintenance

3.1 Mechanical Removal (mowing/weed whipping/hand pulling)
Mechanical tools and equipment should be cleaned of any debris or seeds before used at each site. The tools can be used as needed but ensure soil disturbance is kept to a minimum. Avoid desirable native species. Mowing is typically the whole site, but groupings of native plants can be avoided. Mowing is to be no lower than 6" from the ground. If hand weeding makes the most impact, use that as the preferred method. Remove as much of the root system as possible. Stamp down any disturbed soil from hand pulling. Mechanical methods are preferred over chemical methods to reduce chemicals in the environment.

3.2 Chemical Use
When needed, spot spraying is preferred to vast area spraying. The amount and type of chemical used should be considered and label should always be followed. When spraying near water, "water safe" chemicals are to be used. Avoid spraying on windy days to avoid drift. Must use blue dye during all sprays (not just fall) to help avoid missed plants.

3.3 Woody Control
For list of species see section 6 below. Undesired/volunteer trees and shrubs can be cut down and treated at any visit.

3.4 Burn
Provide a cost to conduct a burn for the site. If fuel load isn't adequate, discuss with city contact, but plan on conducting a burn before November 20. Plan for alternative site preparation if burn cannot be conducted if burn is listed before a seeding on quote sheet.

3.5 Seed

- For sites with 'seed' listed as an optional management, the contractor should assume seed costs at $500 per acre for quote. Work with city staff to determine type of seed for each site before purchase. The goal of the city is to have simple native mixes of 6-8 hardy species that are under 3 ft in height and are best suited for the soils and sunlight conditions of each site. If seed costs are more than $500, and the city contact agrees with suggested seed mix, the city will pay the difference above the $500 per acre. Seed costs should be equated into the site quote price AND make sure to include cost in next point below.
- All seeding should be planned for the fall before November 20, or just after a burn, (if a burn is planned prior to seeding). If no burn is to be conducted, any site prep needed for the seed to be successful should be included with the seeding cost.
- The contractor is to determine best site prep and seeding methods for greatest establishment success.
- The contractor will provide 1 year warranty for each seeding location. Seeding assessments will be conducted by city contact in July and before September 1 in the

year following the seeding. If seed isn't establishing, the contractor is required to reseed the area with same determined mix.

Section 4 – General Guidance

4.1 The Contractor will furnish all relevant expertise as well as all labor, materials, equipment (clean), skills, safety and performance of all operations required to complete all requested maintenance work. Items of note and expectations:

- Most sites on quote sheet have been managed for several years (unless otherwise noted on map). Management needs should be minimal because of previous management.
- City expects contractor to have strong plant identification skills, especially with native plants, invasive species and weedy species.
- City expects contractor to research and determine best management methods and timing to manage listed invasive species. Consult with city contact expected course of action.
- **Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite**. If equipment is inspected by City staff upon arrival and not satisfactorily clean, the City reserves the right to require the contractor to leave, clean equipment and return to the site to complete the work at no additional cost to the City.
- Contractor may not spray-out unused herbicide tanks on site and extra herbicide must be dealt with according to environmental safety regulations off-site.
- Follow up treatment of missed plants must be completed within one to two weeks of notification, unless otherwise noted on quote sheet.
- Onsite staff conducting maintenance must have through knowledge of this contract and its obligations. Any questions should be clarified with city contact.
- Provide at least 24 hours in advance of when you will be onsite with city contact. 48 hours is preferable.
- The lead who will be present at the site, must make sure to talk with the city contact before work starts for the day to help to ensure the correct work is completed at the correct locations.
- Payment will be distributed after treatment summaries have been received and adequate results have been achieved from conducted management activity and follow up inspection – see Section 8.

Section 5 – Removed Plant Material Disposal

5.1 The City does not have a location to place plant material, so ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest. Quote should reflect the inclusion of the disposal costs of plant material.

Section 6 – Performance Standards

6.1 Tasks (mowing, weed whipping, general spot treating, etc.) must kill/cut back 90% of the

target species that are present at the time of the project. Priority target species must be controlled prior to flower development. Incidental spraying/cutting of non-target species will be kept at a low rate of occurrence.

- Weedy and Invasive Species
  The goal is to have the area contain as few weed species as possible with particular attention paid to control of tansy, phragmites, thistle, wild parsnip, garlic mustard, purple loosestrife, burdock, ragweed, birds foot trefoil, stinging nettle, clovers, leafy spurge, crown vetch, Japanese hedge parsley, or any MDA listed invasive species.
  - Undesirable trees/shrubs: boxelder, buckthorn, black locust, Siberian elm, mulberry, honeysuckle, willows, etc. All volunteer trees should be treated at least once in the fall if present. Exception is black locust. Black locust should be chemically treated if showing any sign of growth at each visit.
- Native Species
  Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

If contractor misses the window for spraying and the target species such as thistle seeds out, the contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.

Follow up treatments at the cost of the contractor may be requested if these standards are not met.

Section 7 – Site Specific Information – See each map

Section 8 –Reporting

8.1 Treatment Summary

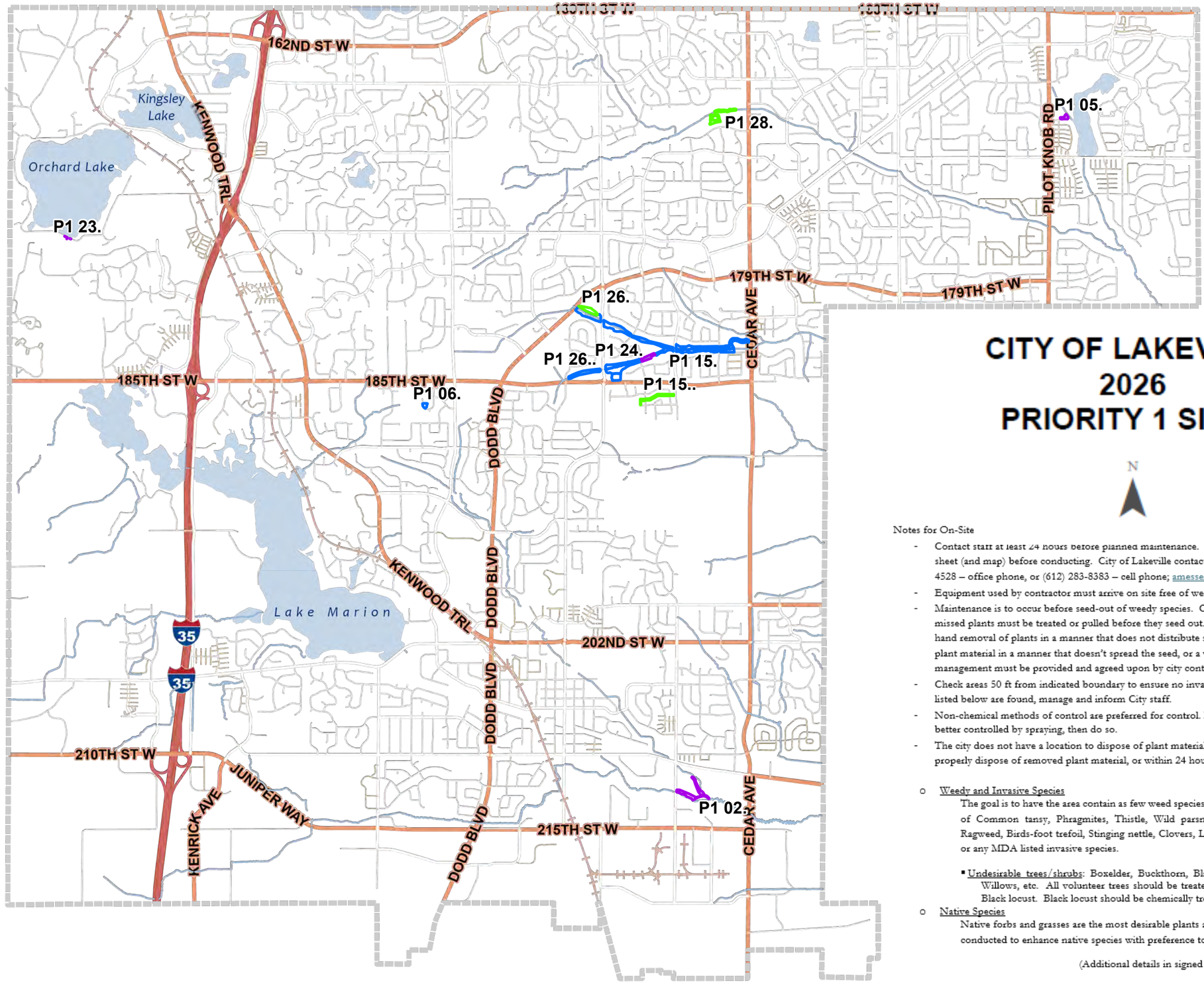
Fill out the city provided 'Treatment Summary' form, or online web application, after treatments are conducted and provided to City within 3 working days, form attached here to. NEW in 2026, please indicate if the treatment is an initial visit associated with a set line item, or if it is a revisit to complete the previous line item. If you have more than one City contract, please make sure to indicate what contract the site is associated with. Do not only indicate 'Site 6', as it will be impossible to know what 'Site 6' is being referring to. There are electronic options for reporting for each site. Please contact city staff if a login is desired. Paper or electronic submittals will be accepted. Please email city contact after electronic information submitted.

8.2 End of Season Summary

Fill out the City provided ‘End of Season Summary’, or equivalent information, at the end of the season and provide to the city contact when final site visits are completed, or no later than November 30, 2026. This report should include detailed information about issues at each location and recommendations for the following maintenance season. Form is attached here to.

EXHIBIT “A-1”

MAPS



CITY OF LAKEVILLE
2026
PRIORITY 1 SITES

N

Notes for On-Site

- Contact staff at least 24 hours before planned maintenance. Verify any activity that is greyed out on quote sheet (and map) before conducting. City of Lakeville contact for this contract: Ann Messerschmidt (952) 985-4528 – office phone, or (612) 283-8383 – cell phone; amesserschmidt@lakevillemn.gov.
- Equipment used by contractor must arrive on site free of weed seeds, plant parts or soil from offsite.
- Maintenance is to occur before seed-out of weedy species. City staff will check work. If notified of issues, any missed plants must be treated or pulled before they seed out. If plants seed out, contractor is responsible for hand removal of plants in a manner that does not distribute seeds and are also responsible for disposal of the plant material in a manner that doesn't spread the seed, or a written treatment plan that includes timelines for management must be provided and agreed upon by city contact.
- Check areas 50 ft from indicated boundary to ensure no invasive species are in that zone. If undesirable plants listed below are found, manage and inform City staff.
- Non-chemical methods of control are preferred for control. If plants are too abundant to control, or will be better controlled by spraying, then do so.
- The city does not have a location to dispose of plant material. Please ensure that proper equipment is onsite to properly dispose of removed plant material, or within 24 hours at latest.

  - Weedy and Invasive Species
    The goal is to have the area contain as few weed species as possible with particular attention paid to control of Common tansy, Phragmites, Thistle, Wild parsnip, Garlic mustard, Purple loosestrife, Burdock, Ragweed, Birds-foot trefoil, Stinging nettle, Clovers, Leafy spurge, Crown vetch, Japanese hedge parsley, or any MDA listed invasive species.

    - Undesirable trees/shrubs: Boxelder, Buckthorn, Black locust, Siberian elm, Mulberry, Honeysuckle, Willows, etc. All volunteer trees should be treated at least once in the fall if present. Exception is Black locust. Black locust should be chemically treated if showing any sign of growth at each visit.
  - Native Species
    Native forbs and grasses are the most desirable plants at each location. All maintenance efforts should be conducted to enhance native species with preference to forbs.

(Additional details in signed contract)

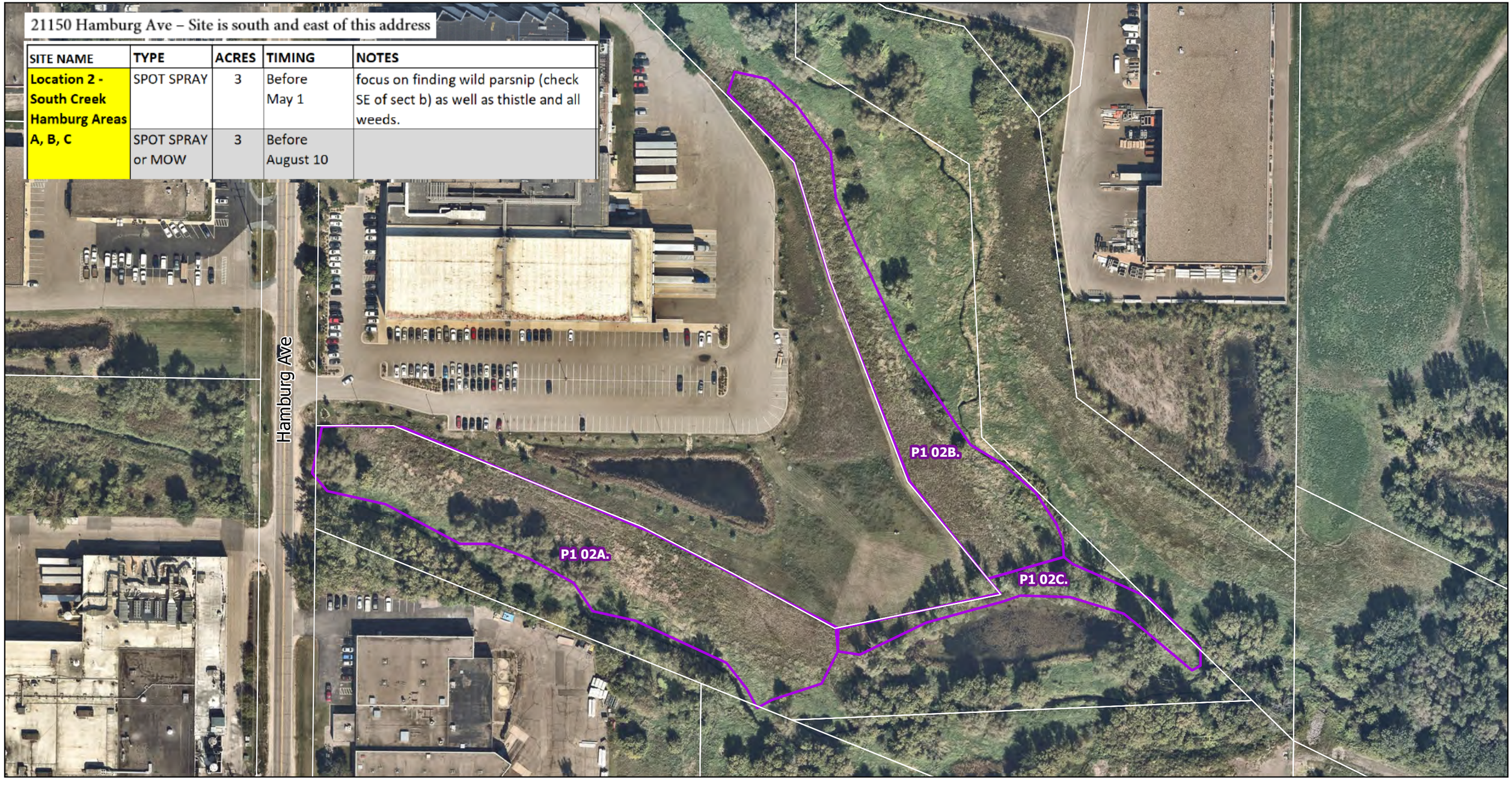
P1 02. SOUTH CREEK HAMBURG RESTORATION

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

21150 Hamburg Ave – Site is south and east of this address

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 2 - South Creek Hamburg Areas A, B, C	SPOT SPRAY	3	Before May 1	focus on finding wild parsnip (check SE of sect b) as well as thistle and all weeds.
	SPOT SPRAY or MOW	3	Before August 10	



1. _____

2. _____

3. _____

Notes: _____

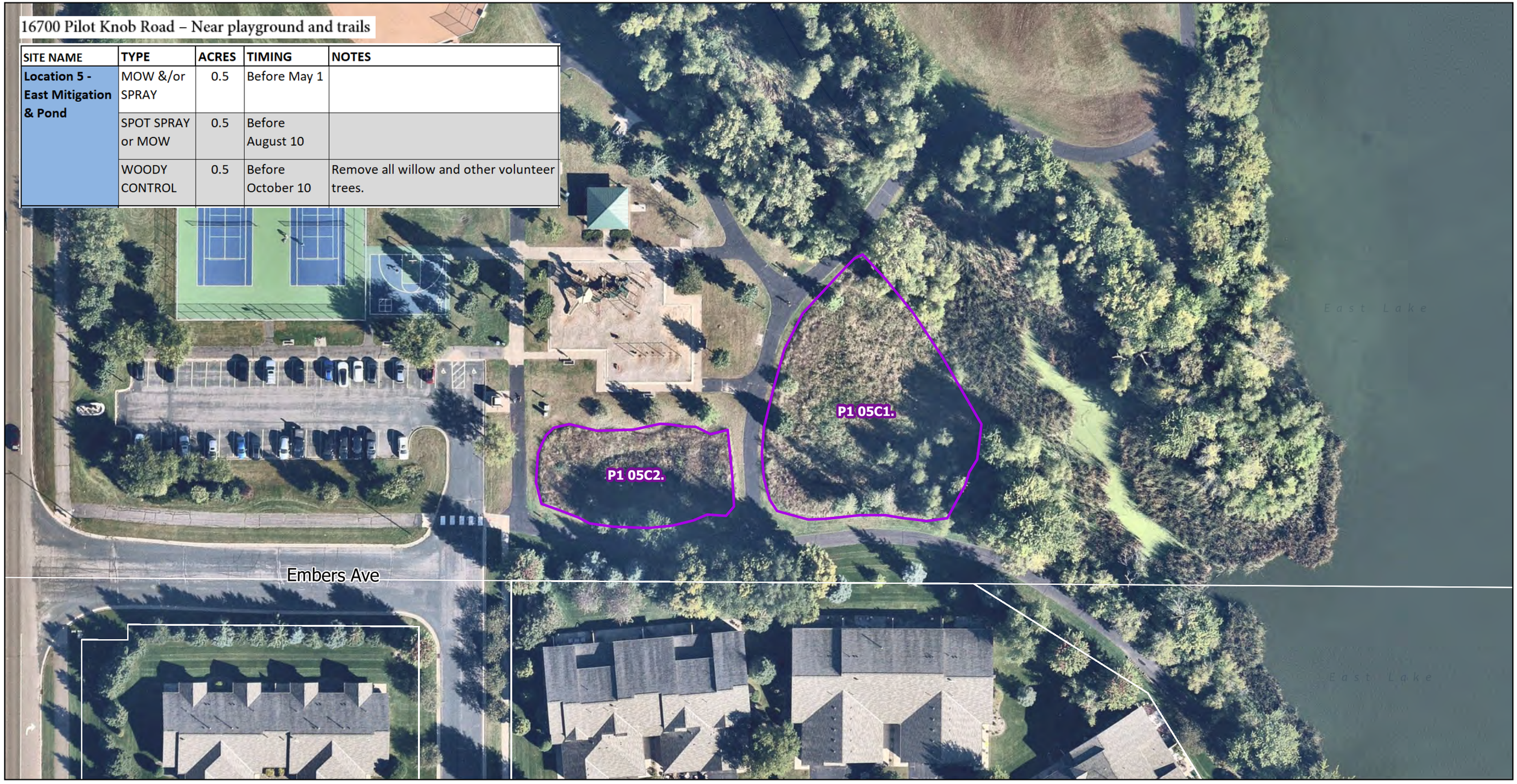
P1 05. EAST MITIGATION & POND

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

16700 Pilot Knob Road – Near playground and trails

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 5 - East Mitigation & Pond	MOW &/or SPRAY	0.5	Before May 1	
	SPOT SPRAY or MOW	0.5	Before August 10	
	WOODY CONTROL	0.5	Before October 10	Remove all willow and other volunteer trees.



1._____

2._____

3._____

Notes:_____

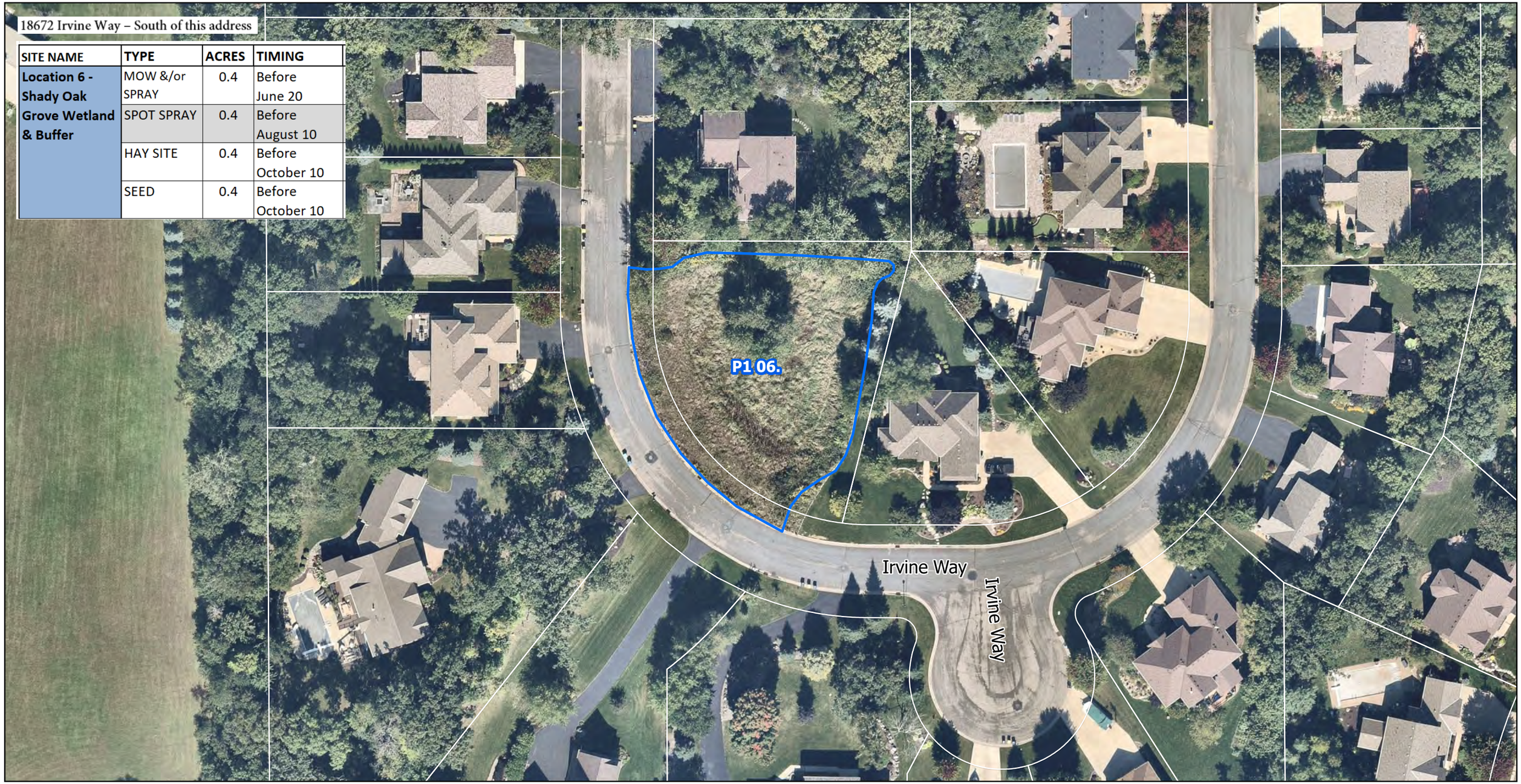
P1 06. SHADY OAK GROVE RESTORATION

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

18672 Irvine Way – South of this address

SITE NAME	TYPE	ACRES	TIMING
Location 6 - Shady Oak Grove Wetland & Buffer	MOW &/or SPRAY	0.4	Before June 20
	SPOT SPRAY	0.4	Before August 10
	HAY SITE	0.4	Before October 10
	SEED	0.4	Before October 10



1._____

2._____

3._____

Notes:_____

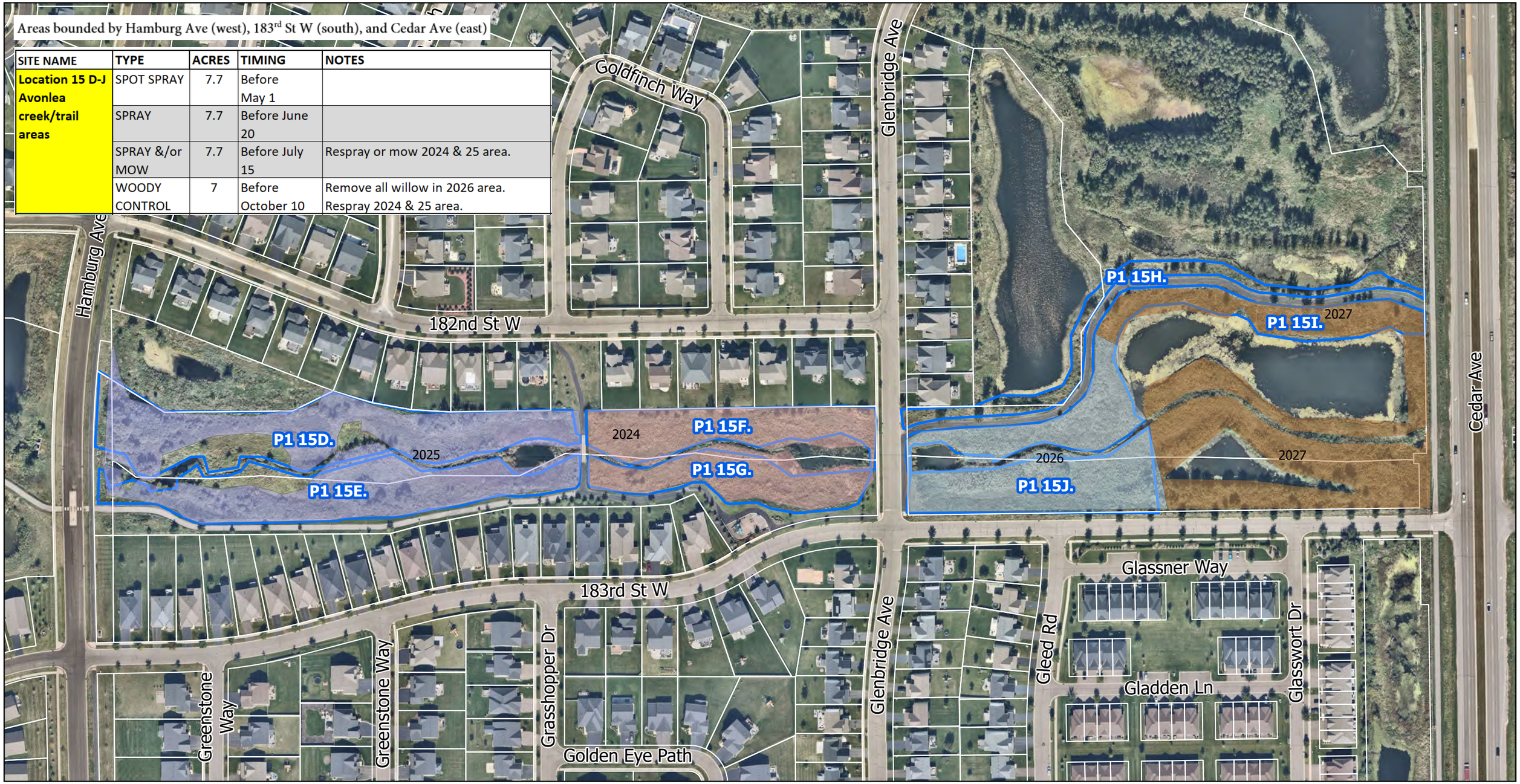
P1 15. AVONLEA

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

Areas bounded by Hamburg Ave (west), 183rd St W (south), and Cedar Ave (east)

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 15 D-J Avonlea creek/trail areas	SPOT SPRAY	7.7	Before May 1	
	SPRAY	7.7	Before June 20	
	SPRAY &/or MOW	7.7	Before July 15	Respray or mow 2024 & 25 area.
	WOODY CONTROL	7	Before October 10	Remove all willow in 2026 area. Respray 2024 & 25 area.



1. _____

2. _____

3. _____

Notes: _____

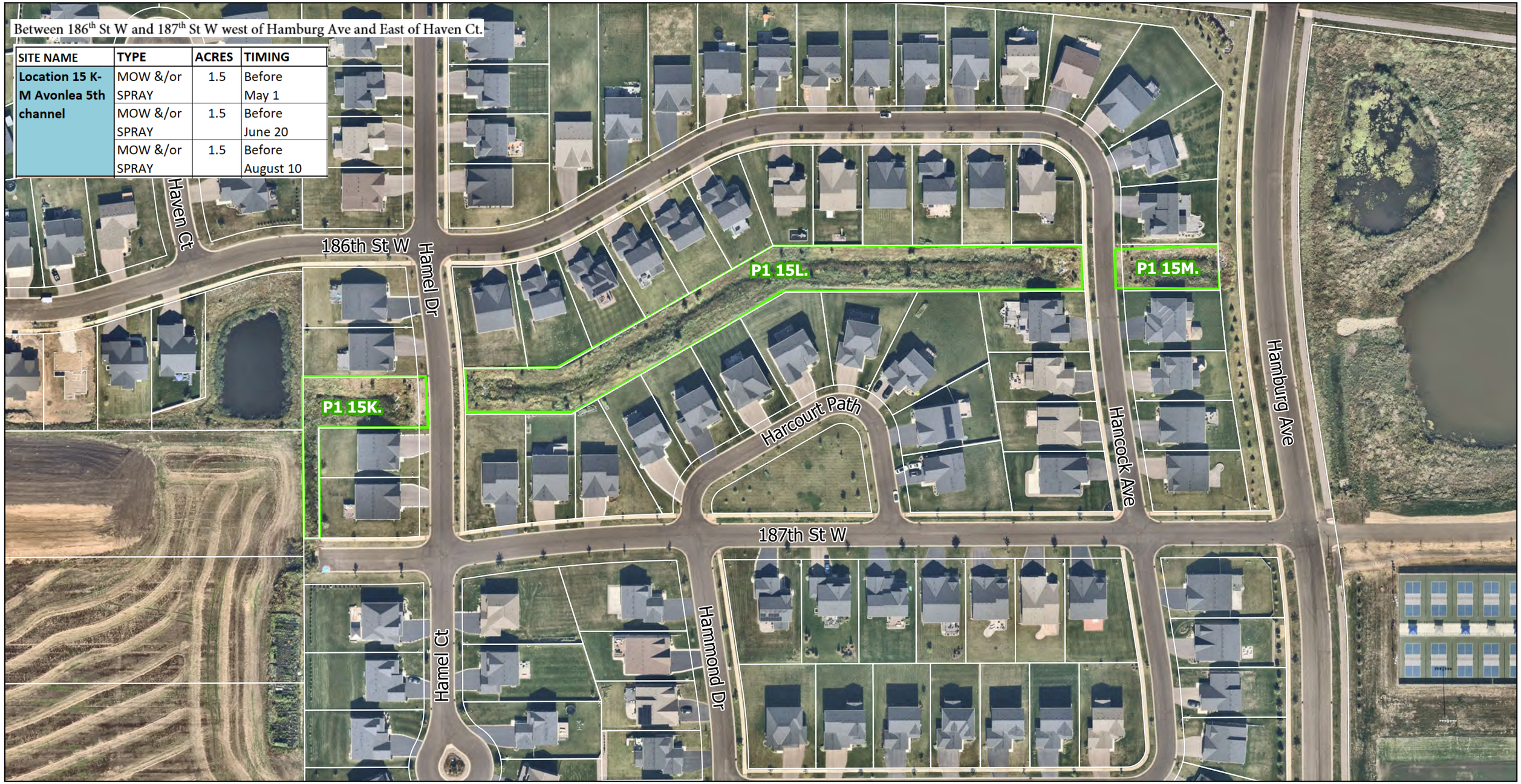
P1 15. AVONLEA 5TH CHANNEL

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

Between 186th St W and 187th St W west of Hamburg Ave and East of Haven Ct.

SITE NAME	TYPE	ACRES	TIMING
Location 15 K-M Avonlea 5th channel	MOW &/or SPRAY	1.5	Before May 1
	MOW &/or SPRAY	1.5	Before June 20
	MOW &/or SPRAY	1.5	Before August 10



1. _____

2. _____

3. _____

Notes: _____

P1 23. ORCHARD WALL RESTORATION

FREQUENCY OF MAINTENANCE
2026 1 2 3

N

East end of 12120 and along the wall at 12100 and in small area below wall at 12088 175th St W

SITE NAME	TYPE	ACRES	TIMING	NOTES
Locaiton 23 - Orchard Wall sites A & B on 175th St W	PULL &/or SPRAY	0.4	Before May 1	Spray thistle, crown vetch and other weedy species before growth and seed out.
	SPOT SPRAY or MOW	0.03	Before August 10	



1._____

2._____

3._____

Notes:_____

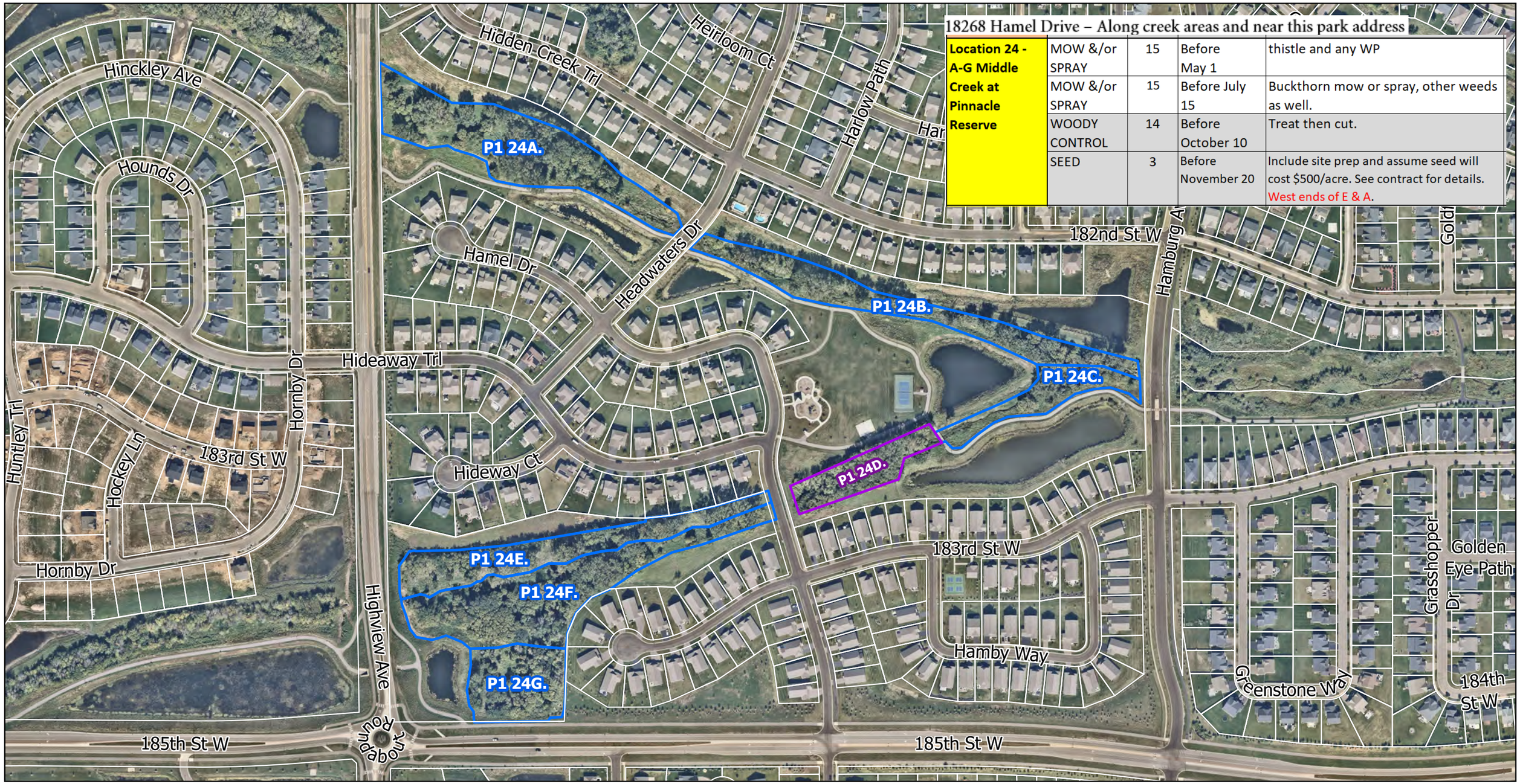
P1 24. PINNACLE RESERVE CHANNEL RESTORATION

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

18268 Hamel Drive – Along creek areas and near this park address

Location 24 - A-G Middle Creek at Pinnacle Reserve	MOW &/or SPRAY	15	Before May 1	thistle and any WP
	MOW &/or SPRAY	15	Before July 15	Buckthorn mow or spray, other weeds as well.
	WOODY CONTROL	14	Before October 10	Treat then cut.
	SEED	3	Before November 20	Include site prep and assume seed will cost $500/acre. See contract for details. West ends of E & A.



1. _____

2. _____

3. _____

Notes: _____

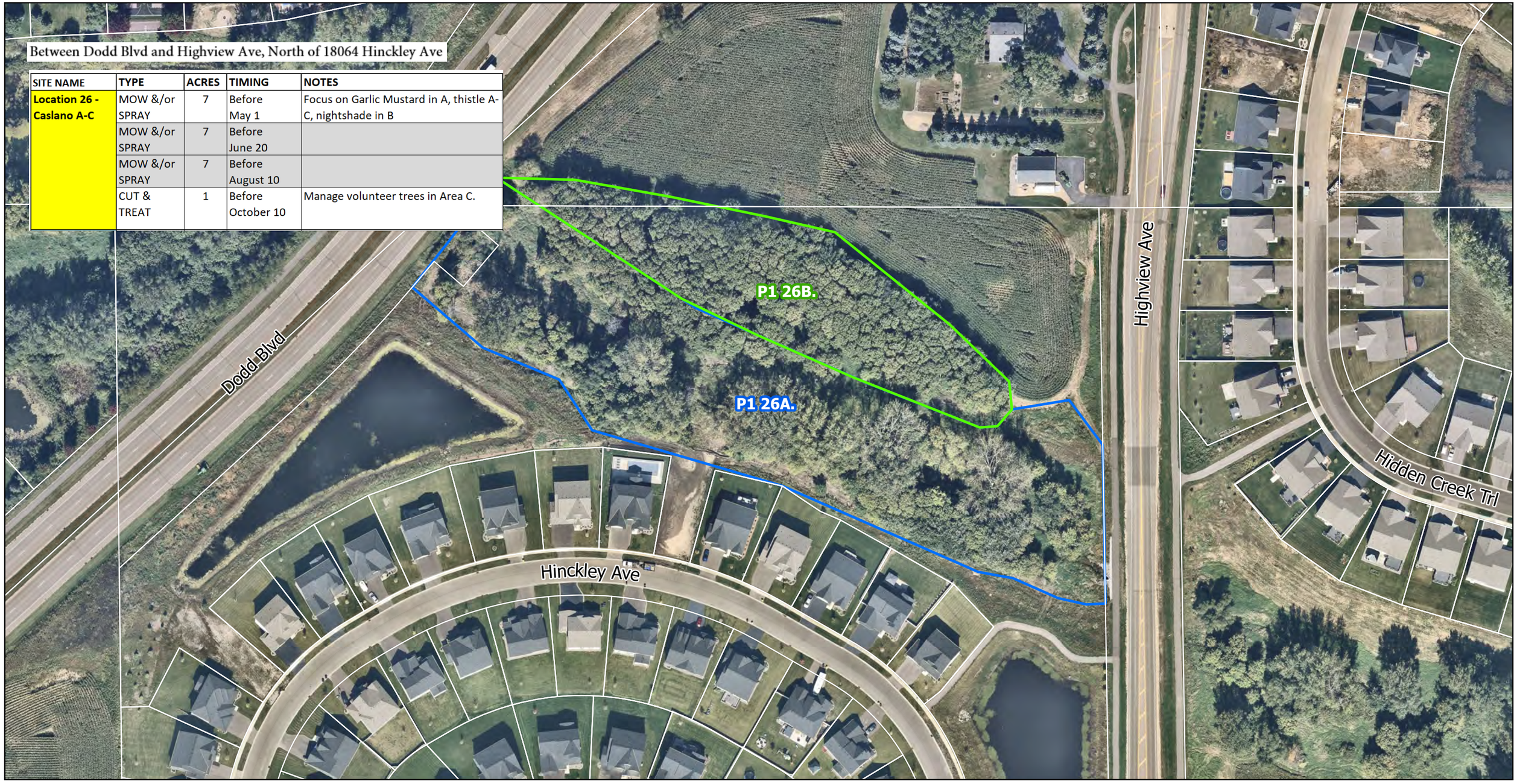
P1 26. CASLANO NORTH CHANNEL

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

Between Dodd Blvd and Highview Ave, North of 18064 Hinckley Ave

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 26 - Caslano A-C	MOW &/or SPRAY	7	Before May 1	Focus on Garlic Mustard in A, thistle A-C, nightshade in B
	MOW &/or SPRAY	7	Before June 20	
	MOW &/or SPRAY	7	Before August 10	
	CUT & TREAT	1	Before October 10	Manage volunteer trees in Area C.



1._____

2._____

3._____

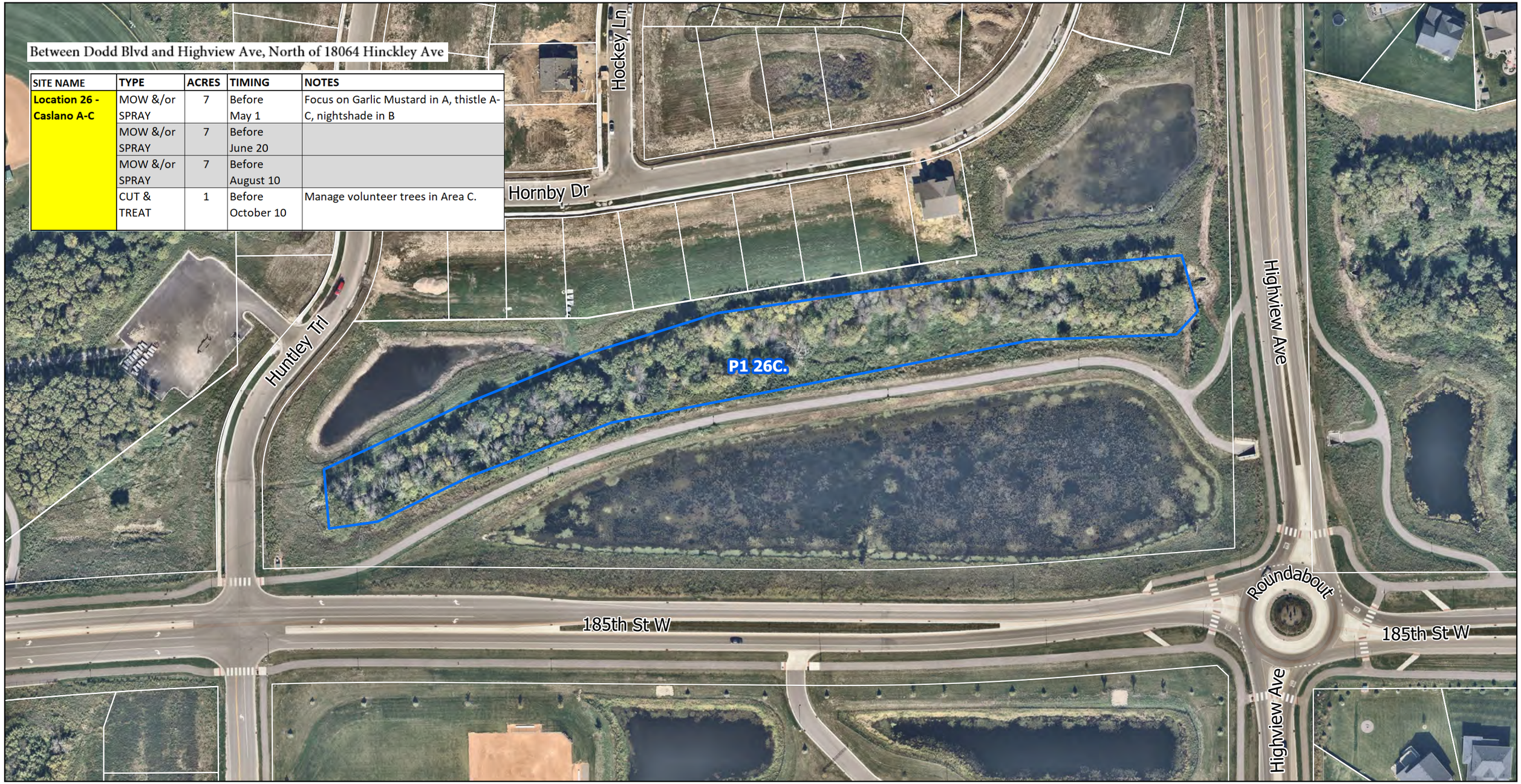
Notes:_____

P1 26. CASLANO SOUTH CHANNEL

FREQUENCY OF MAINTENANCE 2026 1 2 3 N

Between Dodd Blvd and Highview Ave, North of 18064 Hinckley Ave

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 26 - Caslano A-C	MOW &/or SPRAY	7	Before May 1	Focus on Garlic Mustard in A, thistle A-C, nightshade in B
	MOW &/or SPRAY	7	Before June 20	
	MOW &/or SPRAY	7	Before August 10	
	CUT & TREAT	1	Before October 10	Manage volunteer trees in Area C.



1._____

2._____

3._____

Notes:_____

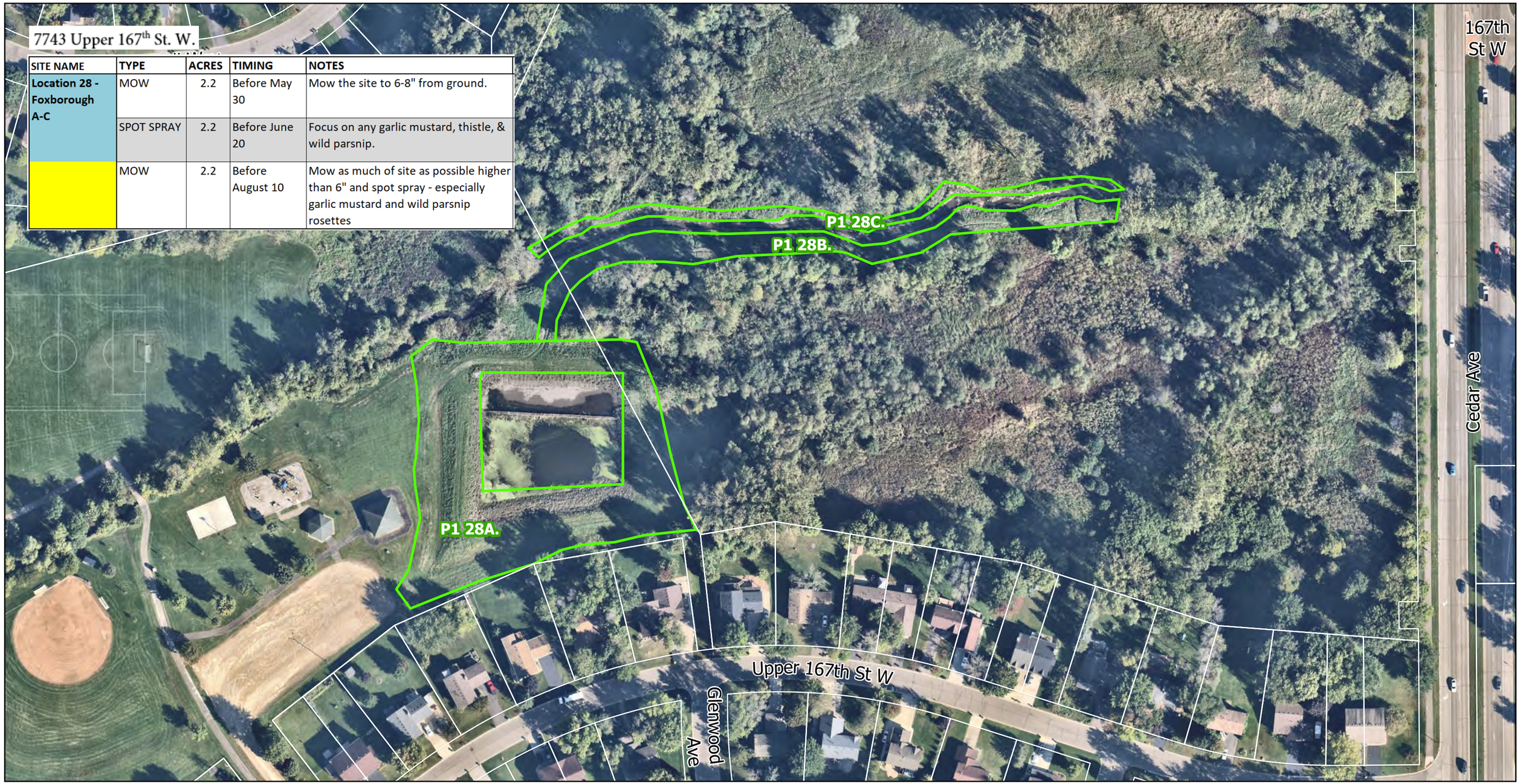
P1 28. FOXBOROUGH PARK

FREQUENCY OF MAINTENANCE 2026 1 2 3

N

7743 Upper 167th St. W.

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 28 - Foxborough A-C	MOW	2.2	Before May 30	Mow the site to 6-8" from ground.
	SPOT SPRAY	2.2	Before June 20	Focus on any garlic mustard, thistle, & wild parsnip.
	MOW	2.2	Before August 10	Mow as much of site as possible higher than 6" and spot spray - especially garlic mustard and wild parsnip rosettes



1._____

2._____

3._____

Notes:_____

EXHIBIT “B”

TREATMENT SUMMARY

Treatment Summary

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Date:		**Revisit?**	**YES NO**
Location:			
Time start:		**Time End:**	
Chemical used:		**Amount:**	
Targeted species treated: thistle tansy wild parsnip garlic mustard buckthorn Siberian elms other: _____			
Notes:			

Get fillable version from Lakeville staff

EXHIBIT “C”

END OF SEASON SUMMARY

End of Season Summary

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

LOCATION:	
ISSUE(S) AT SITE:	
SUGGESTIONS FOR NEXT YEAR'S MANAGEMENT (include information on type of management, type of chemicals, timing, etc.):	

Get fillable version from Lakeville staff

CONTRACTOR'S QUOTE PROPOSAL

Project: City of Lakeville Priority 1 Sites (2026)

Company: MNL

Contact: Nathan Sutch

channel resto
prairie
woodland
wetland and buffer
pond and buffer

Refer to contract for further details.

Use blue dye when spraying all year to help avoid missed areas.
Make sure areas outside of boundary on map are searched for spreading of target species and manage them at the time of discovery. Inform Lakeville staff of locations found outside of mapped areas.

Before May 1: Treat for garlic mustard in rosette stage/before it seeds out. Treat small thistle or any wild parsnip when identified at this time as well. Treat any missed plants within 15 days of initial spray.

Before June 20: Spray thistle, crown vetch, burdock and other weedy species before they seed out. Treat small ragweed and any volunteer trees found. Treat any missed plants within 15 days of initial spray.

Before July 10: Spot spray buckthorn (as well as thistle and other weeds). Mow buckthorn if spraying isn't possible due to high temperatures.

Before August 10: Spray or mow ragweed before it puts off pollen. If this is the last date of managment for the site, make sure to manage any remaining volunteer trees and shrubs not already managed by cutting and treating stump. Treat any missed plants within 15 days of initial spray.

Before October 10: At most sites with this date, cut any remaining volunteer trees and invasive shrubs (boxelder, siberian elm, buckthorn, etc) and stump treat. Size: whip to 3" dbh. Recheck site before November 20 and manage any missed volunteer trees and weeds.

Before November 20: Fall seeding before snowfall.

Color codes are indicated at the top of the sheet as to what type of project the site is, but other species listed in contract if present should be managed as well at the site.

Gray shading indicates it is optional management determined by the city contact.

	SITE NAME	TYPE	ACRES	TIMING	NOTES	TOTAL
1	**Location 2 -South Creek Hamburg Areas A, B, C**	SPOT SPRAY	3	Before May 1	Focus on finding wild parsnip (check SE of sect b) as well as thistle and all weeds.	760
		SPOT SPRAY or MOW	3	Before August 10		874
2	**Location 5 - East Mitigation & Pond**	MOW &/or SPRAY	0.5	Before May 1		530
		SPOT SPRAY or MOW	0.5	Before August 10		609.5
		WOODY CONTROL	0.5	Before October 10	Remove all willow and other volunteer trees.	1207.5
3	**Location 6 -Shady Oak Grove Wetland & Buffer**	MOW &/or SPRAY	0.4	Before June 20		530
		SPOT SPRAY	0.4	Before August 10		609.5
		HAY SITE	0.4	Before October 10		2000
		SEED	0.4	Before October 10		1100

	SITE NAME	TYPE	ACRES	TIMING	NOTES	SITE TOTAL
4	**Location 15 - D-J Avonlea creek/trail areas**	SPOT SPRAY	7.7	Before May 1		2690
		SPRAY	7.7	Before June 20		3093.5
		SPRAY &/or MOW	7.7	Before July 15	Respray or mow 2024 & 25 area.	403.5
		WOODY CONTROL	7	Before October 10	Remove all willow in 2026 area. Respray 2024 & 25 area.	3400
5	**Location 15 - Avonlea 5th channel K-M**	MOW &/or SPRAY	1.5	Before May 1		700
		MOW &/or SPRAY	1.5	Before June 20		700
		MOW &/or SPRAY	1.5	Before August 10		700
6	**Locaiton 23 - Orchard Wall sites A & B on 175th St W**	PULL &/or SPRAY	0.4	Before May 1	Spray thistle, crown vetch and other weedy species before growth and seed out.	530
		SPOT SPRAY or MOW	0.03	Before August 10		609.5
7	**Location 24 - Pinnacle Reserve Channel Restoration A-G**	MOW &/or SPRAY	15	Before May 1	thistle and any WP	3350
		MOW &/or SPRAY	14.6	Before July 15	Buckthorn mow or spray, other weeds as well.	3350
		WOODY CONTROL	14	Before October 10	Treat then cut.	5060
		SEED	3	Before November 20	Include site prep and assume seed will cost $500/acre. See contract for details. West ends of E & A.	3829.5
8	**Location 26 - Caslano A-C**	MOW &/or SPRAY	7	Before May 1	Focus on Garlic Mustard in A, thistle A-C, nightshade in B	2600
		MOW &/or SPRAY	7	Before June 20		2990
		MOW &/or SPRAY	7	Before August 10		2990
		CUT & TREAT	1	Before October 10	Manage volunteer trees in Area C.	2000
9	**Location 28 - Foxborough A-C**	MOW	2.2	Before May 30	Mow the site to 6-8" from ground.	1200
		SPOT SPRAY	2.2	Before June 20	Focus on any garlic mustard, thistle, & wild parsnip.	977.5
		MOW	2.2	Before August 10	Mow as much of site as possible higher than 6" and spot spray - especially garlic mustard and wild parsnip rosettes	2050

Reporting

		COST
All Locations	Use provided templates or webmap application. Submit site activity reports within 3 days of completing. End of season summary form for each location is due by November 30, 2026.	2700

Invoice must be per location & include date of visit. **Perform maintenance based on phenology of area.** **Must confirm with city contact prior to treatment.**	**TOTAL** **(least contracted amount)**	30890
	TOTAL with all optional treatments **(Highest possible amount)**	51444

Additional Maintenance - Per Visit COST		**COST**
2026	Additional vegetation management by mechanical or chemical means as directed by city staff. (Per hour COST including mobilization and equipment)*	325/hour

*price is based on cost of mobilizing a team of 2 technicians with truck trailer and UTV for a full day of

Date: 4/6/2026

Irrigation System Maintenance Agreements for Ritter Meadows

Proposed Action

Staff recommends adoption of the following motion: Move to approve Irrigation System Agreements for the Ritter Meadows development between the City, the developer, the association and property owners.

Overview

The Ritter Meadows development includes a shared, water-efficient irrigation system that serves landscaped areas throughout multiple phases of the project. As part of the project approvals, the City required the developer to enter into a formal Irrigation System Agreement to ensure long-term operation, maintenance and compliance with the City's water conservation standards.

The agreements outline the developer's responsibility to construct the system in accordance with City-approved plans and to provide detailed operation and maintenance documentation once installation is complete. It also shifts ongoing responsibility to the property owner, including routine inspections, annual system audits, and all repair and replacement activities. Monthly inspection records are required to be kept on file and provided to the City upon request.

To protect City interests and ensure consistent system performance, the agreement grants the City authority to enter the property for inspection and perform corrective work and assess costs back to the property if the owner fails to complete required maintenance after notice. The agreement also includes standard indemnification, access and notice provisions, and will be recorded against the property to bind future owners.

Supporting Information

1. 2026.04.06 Irrigation System Agreements

Financial Impact: $0 **Budgeted:** No **Source:** N/A
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Mac Cafferty, Environmental Resources Manager

IRRIGATION SYSTEM AGREEMENT

THIS IRRIGATION SYSTEM AGREEMENT made this _____ day of _____, 2026 ("Agreement"), by and among the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (hereinafter referred to as the "City"), RM-BFR, LLC, a Delaware limited liability company ("Owner"), and TCLD LF3 Ritter, LLC, a Minnesota limited liability company ("Developer") (collectively, the City, Owner and Developer) are referred to herein as the "Parties").

RECITALS

A. The Developer is the developer and the Owner is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

Lots 10 through 14, inclusive, and 20 through 24, inclusive, Block 3; and Outlot G; Ritter Meadows according to the recorded plat thereof, Dakota County, Minnesota.
Lots 1 through 56, inclusive, Block 1; Ritter Meadows Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.
Lots 1 through 28, inclusive, Block 1; Lots 1 through 30, inclusive, Block 2; and Lots 1 through 15, inclusive, Block 3; Ritter Meadows Third Addition according to the recorded plat thereof, Dakota County, Minnesota.

("Property");

B. The City has requested and the Developer and the Owner have agreed to enter into an Agreement, which makes provision for the maintenance and operation of a water efficient irrigation system on the Property ("Irrigation System"); and

C. The Parties hereto desire to set forth their terms with respect to the maintenance of the Irrigation System and the costs of such maintenance and operation.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Irrigation System shall be constructed or cause to be constructed by the Developer within the Property in accordance with the Irrigation System plans prepared by Water In Motion, Inc. with an Issue Date of April 14, 2025, Project Number D24-1048-01, which have been approved by the City in accordance with the terms of the development contract for the Property ("Plans") prior to installation of the Irrigation System. The Irrigation System consists of Systems A through C as shown on the Plans. In connection with the installation of the Irrigation System, the Developer shall install water meter(s) purchased from the City to document annual irrigation statistics for the Irrigation System as and where shown on the Plans.

2. The Developer shall provide the City with an operation and maintenance plan for the specific Irrigation System installed. The operation and maintenance plan must also include an as-built plan of the Irrigation System. In the instance that the Developer changes or the Owner replaces any substantial component of the system that shall alter the operation and maintenance plan the Developer or the Owner shall first obtain approval of the revised plan from the City and the Developer or the Owner shall furnish the City an updated operation and maintenance plan within thirty (30) days of the replacement, including a replacement plan. The system must comply with the requirements of Lakeville City Code section 7-5-12-2 Annual Water Use Restrictions unless otherwise specified in the operation and maintenance plan approved by the City.

3. The Owner shall pay water usage rates according to the City's annually adopted fee schedule.

4. Under this Agreement, the Owner of the Irrigation System is responsible for its maintenance and operation. This responsibility includes conducting monthly inspections of the Irrigation System during the months the system is in operation and repair and replacement of system components.. Inspections and maintenance of the Irrigation System must be completed by a qualified individual to ensure that the Irrigation System is functioning properly in accordance with the approved operations and maintenance plan. Any replacement parts must be equal to or better quality and efficiency as the original system design. The current Owner of the Property shall keep a copy of the inspection reports on file, which shall be made available to the City, if requested. If, as a result of an inspection by a qualified individual or City staff, the Irrigation System is determined not to be functioning as originally designed and intended, the current Owner agrees to restore the Irrigation System to function as designed and intended. This includes, but is not limited to the following actions:

Maintenance Item	**Frequency**
A. Maintenance and Repair of irrigation system 1. Replace/repair sprinkler heads and lines as necessary.	Monthly during operation
B. Replace/Repair 2. Replace pump 3. Replace meter	As Necessary
C. Full system Audit	Annual

5. The Owner shall be solely responsible for the maintenance of the Irrigation System and shall bear all costs of maintenance. Maintenance can be completed by the Owner, however, if the Owner does not undertake the necessary maintenance in accordance with the terms of this Agreement within thirty (30) days of notification by the City, the City may enter upon the Property and take whatever reasonable steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs of such repairs to the Owner's property taxes, to the Owner, or its successors and assigns. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Irrigation System, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Irrigation System. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

6. The Owner must complete an annual audit of the system to evaluate system performance, identify inefficiencies, and ensure continued compliance with water conservation standards.

7. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect and maintain the Irrigation System whenever the City deems necessary.

8. The Owner agrees to reimburse the City for all costs reasonably incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees. The City shall have all other rights and remedies available to it at law or in equity.

9. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions in connection therewith. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or negligent acts of the City or its agents or employees.

10. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: RM-BFR, LLC
707 Commerce Drive, Suite 410
Woodbury, MN 55125
Attn: Nicholas R. Hackworthy

To the Developer: TCLD LF3 Ritter, LLC
c/o Twin Cities Land Development, LLC
4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422
Attn: Ben Schmidt

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

11. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns and shall be recorded against the title to the Property.

[Remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF LAKEVILLE

By:_____
Luke M. Hellier, Mayor

By:_____
Ann Orlofsky City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by Luke M. Hellier and Ann Orlofsky, the Mayor and City Clerk, respectively, of the City of Lakeville, a Minnesota municipal corporation.

_____
Notary Public

RM-BFR, LLC

By: NBR-RM, LLC
a Minnesota limited liability company
Its: Manager

By: _____
Nicholas R. Hackworthy
Its: Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 27th day of February, 2026, by Nicholas R. Hackworthy, the Chief Executive Officer of NBR-RM, LLC, a Minnesota limited liability company, the Manager of RM-BFR, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public

CHRISTINE NORINE COOK
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2029

238237v1
4547532.v5

TCLD LF3 RITTER, LLC

By: _____
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 19th day of February, 2026, by Benjamin Schmidt, the President of TCLD LF3 Ritter, LLC, a Minnesota limited liability company, on behalf of said company.

_____
Notary Public

CHRISTINE NORINE COOK
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2029

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

238237v1
4547532.v5

IRRIGATION SYSTEM AGREEMENT

THIS IRRIGATION SYSTEM AGREEMENT made this _____ day of _____, 2026 ("Agreement"), by and among the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (hereinafter referred to as the "City"), Robert Thomas Homes, Inc., a Minnesota corporation ("RTH"), Ritter Meadows Villas Association, a Minnesota non-profit corporation (the "Association"), TCLD LF3 Ritter, LLC, a Minnesota limited liability company ("Developer") and Allison Jensen ("Jensen"), are collectively referred to herein as the "Parties").

RECITALS

A. RTH is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

> Lots 1 through 7 inclusive, and Lots 9 and 10, Block 4; and Lots 1 through 9 inclusive, Block 5; Ritter Meadows, Dakota County, Minnesota, according to the recorded plat thereof; and Lots 1, 2, 3, 4 and 5, Block 2; Lot 1, Block 3; Lots 1, 5, and 6, Block 4; Lot 1, Block 5; and Lot 4, Block 6; Ritter Meadows Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

B. Association is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

> Lot 11, Block 4; and Lot 10, Block 5; Ritter Meadows, Dakota County, Minnesota, according to the recorded plat thereof; and Lot 6, Block 2; Lot 8, Block 3; Lot 7, Block 4; Lot 9, Block 5; and Lot 5, Block 6; Ritter Meadows Second Addition, according to the recorded plat thereof.

C. Jensen is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

Lot 8, Block 4; Ritter Meadows, Dakota County, Minnesota, according to the recorded plat thereof.

D. Developer is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

Lots 2, 3, 4, 5, 6 and 7, Block 3; Lots 2, 3 and 4, Block 4; Lots 2, 3, 4, 5, 6, 7 and 8, Block 5; and Lots 1 through 3, inclusive, Block 6; all in Ritter Meadows Second Addition, Dakota County, Minnesota, according to the recorded plat thereof; and

Lots 1 through 45 inclusive, Block 1; and Lots 1 through 7 inclusive, Block 2; all in Ritter Meadows Fourth Addition, Dakota County, Minnesota, according to the recorded plat thereof.

E. The parcels legally described above are collectively referred to herein as the ("Property").

F. The City has requested and the Parties have agreed to enter into an Agreement, which makes provision for the maintenance and operation of a water efficient irrigation system on the Property ("Irrigation System"); and

G. The Parties hereto desire to set forth their terms with respect to the maintenance of the Irrigation System and the costs of such maintenance and operation.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Irrigation System shall be constructed or cause to be constructed by the Developer within the Property in accordance with the Irrigation System plans prepared by Water In Motion, Inc. with an Issue Date of April 14, 2025, Project Number D24-1048-01, which have been approved by the City in accordance with the terms of the development contract for the Property ("Plans") prior to installation of the Irrigation System. The Irrigation System consists of Systems D through E as shown on the Plans. In connection with the installation of the Irrigation System, the Developer shall install water meter(s) purchased from the City to document annual irrigation statistics for the Irrigation System as and where shown on the Plans.

2. The Developer shall provide the City with an operation and maintenance plan for the specific Irrigation System installed. The operation and maintenance plan must also include an as-built plan of the Irrigation System. In the instance that the Developer changes or the Association replaces any substantial component of the system that shall alter the operation and maintenance plan the Developer or the Association shall first obtain approval of the revised plan from the City and the Developer or the Association shall furnish the City an updated operation and maintenance plan within thirty (30) days of the replacement, including a replacement plan. The system must comply with the requirements of

Lakeville City Code section 7-5-12-2 Annual Water Use Restrictions unless otherwise specified in the operation and maintenance plan approved by the City.

3. The Association shall pay water usage rates according to the City's annually adopted fee schedule.

4. Under this Agreement, the Association of the Irrigation System is responsible for its maintenance and operation. This responsibility includes conducting monthly inspections of the Irrigation System during the months the system is in operation and repair and replacement of system components. Inspections and maintenance of the Irrigation System must be completed by a qualified individual to ensure that the Irrigation System is functioning properly in accordance with the approved operations and maintenance plan. Any replacement parts must be equal to or better quality and efficiency as the original system design. The current Association of the Property shall keep a copy of the inspection reports on file, which shall be made available to the City, if requested. If, as a result of an inspection by a qualified individual or City staff, the Irrigation System is determined not to be functioning as originally designed and intended, the Association agrees to restore the Irrigation System to function as designed and intended. This includes, but is not limited to the following actions:

Maintenance Item	**Frequency**
A. Maintenance and Repair of irrigation system 1. Replace/repair sprinkler heads and lines as necessary.	Monthly during operation
B. Replace/Repair 2. Replace pump 3. Replace meter	As Necessary
C. Full system Audit	Annual

5. The Association shall be solely responsible for the maintenance of the Irrigation System and shall bear all costs of maintenance. Maintenance can be completed by the Association, however, if the Association does not undertake the necessary maintenance in accordance with the terms of this Agreement within thirty (30) days of notification by the City, the City may enter upon the Property and take whatever reasonable steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs of such repairs to the property taxes for the Property, to the Association, or its successors and assigns. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Irrigation System, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, the Association agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Irrigation System. The Association expressly agrees to defend and hold the City harmless from any such third-party claim.

6. The Association must complete an annual audit of the system to evaluate system performance, identify inefficiencies, and ensure continued compliance with water conservation standards.

7. The Association hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect and maintain the Irrigation System whenever the City deems necessary.

8. The Association agrees to reimburse the City for all costs reasonably incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees. The City shall have all other rights and remedies available to it at law or in equity.

9. The Association hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Association or the Association's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions in connection therewith. In the event the City, upon the failure of the Association to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Association shall indemnify and hold harmless the City, its employees, agents and representatives for any loss, cost or claim incurred by the City in the City's performance of the Association's required work under this Agreement, but this indemnification shall not extend to willful or negligent acts of the City or its agents or employees.

10. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To: Robert Thomas Homes, Inc.
16972 Brandtjen Farm Drive
Lakeville, MN 55044
Attn: Thomas J. Enebak

To the Association: Ritter Meadows Villas Association
4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422
Attn: Ben Schmidt

To: Allison Jensen
11566 202nd Street W
Lakeville, MN 55044

To the Developer: TCLD LF3 Ritter, LLC
c/o Twin Cities Land Development, LLC
4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422
Attn: Ben Schmidt

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

11. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns and shall be recorded against the title to the Property.

[Remainder of page intentionally left blank]
[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF LAKEVILLE

By:_____
Luke M. Hellier, Mayor

By:_____
Ann Orlofsky City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by Luke M. Hellier and Ann Orlofsky, the Mayor and City Clerk, respectively, of the City of Lakeville, a Minnesota municipal corporation.

_____
Notary Public

ROBERT THOMAS HOMES, INC.

By: _____
PAUL J GRABOW [print name]
Its: PRESIDENT [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 9th day of February, 2026, by Paul Grabow, the President of **ROBERT THOMAS HOMES, INC.**, a Minnesota corporation, on behalf of said entity.

_____
Notary Public

CONSTANCE JEAN PETERSON
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2029

238238v1
4576494.v3

RITTER MEADOWS VILLAS ASSOCIATION

By: _____
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 19th day of February, 2026, by Benjamin Schmidt, the President of Ritter Meadows Villas Association, a Minnesota limited nonprofit corporation, on behalf of said entity.

_____
Notary Public

CHRISTINE NORINE COOK
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2029

238238v1
4576494.v3

TCLD LF3 RITTER, LLC

By: _____
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 19th day of February, 2026, by Benjamin Schmidt, the President of TCLD LF3 Ritter, LLC, a Minnesota limited liability company, on behalf of said company.

_____
Notary Public

CHRISTINE NORINE COOK
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2029

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

Allison Jensen

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 25 day of February, 2026, by Allison Jensen, individually.

Notary Public

CONSTANCE JEAN PETERSON
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2029

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

Date: 4/6/2026

Contract for Tree Stump Removal

Proposed Action
Staff recommends adoption of the following motion: Move to approve a contract with Feringa Companies Inc. for tree stump removal services.

Overview

Stump removal is necessary to complete the removal of trees within the public right-of-way, parks, and City facilities. This work includes stumps from ash trees removed as part of the Emerald Ash Borer management plan, as well as additional trees removed through routine maintenance activities. Stump removal completed under Forestry's annual work plan also includes removal of wood chips and restoration of the site with topsoil and grass seed.

The total cost for stump removal services is driven by the number of trees removed in the previous calendar year. For 2026, Forestry and Public Works–Streets have identified an estimated 254 stumps for removal, totaling approximately 7,332 inches of stump diameter. This total includes 79 ash tree stumps associated with the Shade Tree Bonding Grant, with eligible costs reimbursed through grant funding. The contract unit rates will also be available for use by other City divisions or departments should additional stump removal be needed.

In March 2026, the City solicited quotes from four contractors and received three responses. Feringa Companies submitted a quote that met all requirements and specifications at a rate of $10.75 per diameter inch, for an estimated total cost of $78,819. DAKS Stump-N-Snow LLC submitted a quote of $12.00 per diameter inch (or $11.25 per inch with the City discount), and Carr's Tree Service submitted a quote of $13.50 per diameter inch. Staff recommends approval of a contract with Feringa Companies Inc. based on the lowest responsive and responsible quote.

Supporting Information
1. Contract

Financial Impact: $78,819.00 **Budgeted:** Yes **Source:** Forestry, Public Works, Grant Funds
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Zach Jorgensen, City Forester

CONTRACT FOR SERVICES

THIS AGREEMENT made this 6th day of April 2026, by and between the **CITY OF LAKEVILLE** , a Minnesota municipal corporation, hereinafter referred to as the "City", and **FERINGA COMPANIES INC.** , a Minnesota Corporation, hereinafter referred to as the "Contractor".

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

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consists of tree stump removal services within City rights of way, parks, and facilities. 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 Request for Quotes, 2026 Stump Removal, dated March 5th, 2026 (RFQ).

   C. Contractor's Completed Quote Form.

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

3. **OBLIGATIONS OF THE CONTRACTOR.** 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. **WORK COMPLETION DATES.** The Contractor agrees to complete work as specified in section 1.2 SPECIFIC DATES OF COMPLETION of the RFQ.

5. **PAYMENT.**

A. The City agrees to pay and the Contractor agrees to receive payment on a per unit basis as stated in the Quote 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.

6. 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.

7. 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.

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

9. **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.

10. 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 **October 30th, 2026**, unless sooner terminated as hereinafter provided.

11. 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.

12. TRAFFIC CONTROL. The Contactor 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. The city will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. All temporary traffic control required under this contract shall be performed as incidental work for which no direct payment will be made.

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.

13. 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.

14. 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.

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

CITY: **City of Lakeville**
20195 Holyoke Avenue
Lakeville MN 55044

CONTRACTOR:
Feringa Companies Inc.
27540 Natchez Ave
Elko MN 55020

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

22. **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.

23. **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.

24. **BACKGROUND CHECKS.** The City may require criminal history background checks of the Contractor's employee's 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: _____
Ann Orlofsky, City Clerk

FERINGA COMPANIES INC.:

BY: _____

Matthew Feringa
(Print Name)

ITS: President/Owner

Date: 4/6/2026

Resolution Amending Dates of City Council Meetings for 2026

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution to amend the City Council meeting schedule for 2026.

Overview
This resolution will formally remove Work Sessions from the City Council 2026 schedule. This change has been under trial beginning in January 2026. Work Session agenda items are now discussed in the new business section of the Regular meetings. Council has asked to move forward with this meeting schedule and structure.

Supporting Information
1. Resolution Amending Dates of 2026 Regular City Council Meeting

Financial Impact: $ **Budgeted:** Yes **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Taylor Snider

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION AMENDING THE DATES OF CITY COUNCIL MEETINGS FOR 2026

WHEREAS the City Council deems it to be in the best interest of the city to promote and provide ample time for the Council and staff to prepare for each Council meeting; and

NOW, THEREFORE, BE IT RESOLVED that the Lakeville City Council's meeting dates in 2026 will be as follows: These meetings shall begin at 6:00 p.m.

Regular Meeting	**Regular Meeting**
January 5	January 20*
February 2	February 17*
March 2	March 16
April 6	April 20
May 4	May 18
June 1	June 15
July 6	July 20
August 3	August 17
September 8*	September 21
October 5	October 19
November 2	November 16
December 7	December 21

*The meeting date is Tuesday due to a legal holiday on Monday

ADOPTED by the Lakeville City Council this 6th day of April 2026.

CITY OF LAKEVILLE:

_____
Luke M Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

Date: 4/6/2026

Geotechnical Professional Services Proposal for the 2026 Streets Rehabilation Project

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services proposal with Braun Intertec for the 2026 Street Rehabilitation Project, City Project No. 26-02.

Overview

The 2026 Street Rehabilitation Project, located in the Dakota Heights neighborhood, was awarded by the City Council at its March 16, 2026 meeting. The project includes roadway improvements through milling and overlay; replacement of fire hydrants and gate valves; select curb and gutter replacement; sidewalk and ADA pedestrian ramp improvements; new storm sewer installation and replacement of existing storm sewer; storm sewer lining and maintenance; and storm sewer basin maintenance.

To support successful project delivery, materials and soils testing services will be required in coordination with City staff project management, oversight, and inspection activities.

Braun Intertec completed the preliminary geotechnical investigation in summer 2025 which was used to support project design. As a result, Braun has a strong understanding of the project scope and construction requirements. Staff has reviewed Braun Intertec's proposal, finds it acceptable, and recommends approval.

Supporting Information

1. Proposal for Construction Materials Testing Services

Financial Impact: $48,423 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Steve Ferraro, Public Works Coordinator

March 31, 2026 Proposal 10008410_001

Stephen Ferraro
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044-9047

Re: Proposal for Construction Materials Testing Services
2026 Street Rehabilitation Project 26-02
City Project No. 26-02
Lakeville Northwest Neighborhood
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 2026 Street Rehabilitation Project 26-02 in Lakeville, Minnesota.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Our Understanding of Project

This project will include pavement subgrade preparation, aggregate base placement, bituminous mill and overlay, new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement. Improvements to the sanitary, storm, and water main utilities, stormwater pond lining, and pedestrian ramp access points will also be part of this project. We understand the project will be taking place at the following locations:

- Jasmine Avenue from 175th Street West to Jaguar Path
- Jaguar Path from 175th Street West to 200 feet East of Jay Court
- 176th Street West from Jaguar Path to Cul-De-Sac
- Jaguar Court from Jaguar Path to Cul-De-Sac
- Jalisco Way from Upper 178th Street West to Jaguar Path
- Jaguar Circle from Jaguar Path to Cul-De-Sac

- Jacquard Path from Jaguar Path to 275 feet North of Tank Structure
- Ingrid Court from Jaguar Path to Cul-De-Sac
- Jasmine Court from Jaguar Path to Cul-De-Sac
- Upper 178th Street West from Jaguar Path to Jaguar Path
- Javelin Court from Upper 178th Street West to Cul-De-Sac
- Jasper Court from Upper 178th Street West to Cul-De-Sac
- Jamaica Circle from Upper 178th Street West to Cul-De-Sac
- Jalisco Court from Jalisco Way to Cul-De-Sac
- 178th Street West from Jaguar Path to Ipava Avenue
- Ixonia Avenue from 175th Steet West to Dead End
- Italy Path from 175th Street West to Ixonia Avenue
- Isleton Avenue from 175th Street West to 178th Street West
- 176th Court West from Ipava Avenue to Cul-De-Sac
- Irons Court from 178th Street West to Cul-De-Sac
- Isle Avenue from Italy Path to 178th Street West
- Isleton Court from Iselton Avenue to Cul-De-Sac
- Italy Court from Italy Path to Cul-De-Sac
- Iten Court North from 178th Street West to Cul-De-Sac
- Iten Court South from 178th Street West to Cul-De-Sac
- 177th Circle West from Ixonia Avenue to Cul-De-Sac
- 176th Circle from Ixonia Avenue to Cul-De-Sac

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and manual prepared by WSB and Associates, dated February 2, 2026.
- Project Addendum Number 1 dated February 23, 2026.
- Discussions with Stephen Ferraro with the City of Lakeville.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test stabilizing aggregate, and aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of stabilizing aggregate and aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.
- Provide test-roll observations of the pavement subgrade soils and aggregate base layers to determine if the materials tested are capable of supporting bituminous or concrete pavement, on an as requested basis.

Concrete Related Services

- Sample and test fresh concrete associated with general placements for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of four cylinders, with one cylinder tested at 7 days, and three cylinders tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes rice specific gravity, gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the in-place density of the fresh wear course bituminous with a nuclear density gauge to observe and document the contractor's roll pattern.
- Randomly determine bituminous core locations for non-wear course paving by using MnDOT's random core worksheet and mark pavement core locations.

- Obtain cores and measure the thickness and density of the compacted bituminous non-wear course pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 20 trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with two trips assumed.
- We assume 28 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume bituminous paving will be completed in fourteen days for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **$48,423. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We will provide our services under the terms of the Master Agreement for Professional Engineering Services dated September 20, 2021. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com), or Seth McNew at 318.376.0481 (smcnew@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Seth McNew, EIT
Staff Engineer

Andrew M. Valerius
Director, Senior Project Manager

Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Cost Estimate Table

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Fee Estimate

10008410_001

City of Lakeville 2026 Street Rehabilitation Project 26-02

Client:
City of Lakeville
Stephen Ferraro
20195 Holyoke Ave
Lakeville, MN 55044-9047
(952) 985-2793

Work Site Address:
Streets SW of intersection of 175th St W and Ipava Ave
Lakeville, Minnesota 55044

		Qty/Hours	Rate	Amount
Task 1: MnDOT Testing				
Subtask 1.1: Soils Testing				**$11,079.00**
Soil Compaction Testing - Nuclear Density		80.00	82.00	$6,560.00
Utility Trench Backfill	*30 Trips @ 2.5 Hr*	*75.00*		
Subgrade Prep/Embankment	*2 Trips @ 2.5 Hr*	*5.00*		
Soil Compaction Testing - DCP		6.00	82.00	$492.00
Aggregate Base	*2 Trips @ 3 Hr*	*6.00*		
Soil Sample pick-up		6.00	82.00	$492.00
Sample Pickup	*4 Trips @ 1.5 Hr*	*6.00*		
Project Engineer		4.00	160.00	$640.00
Nuclear moisture-density meter charge, per hour		80.00	24.00	$1,920.00
Trip Charge		39.00	25.00	$975.00
Subtask 1.2: Concrete Testing				**$7,938.00**
Concrete Testing		70.00	82.00	$5,740.00
Curb & Gutter	*20 Trips @ 2.5 Hr*	*50.00*		
Flatwork	*8 Trips @ 2.5 Hr*	*20.00*		
Concrete Cylinder Pick Up		14.00	82.00	$1,148.00
Concrete Cylinder Pick-up	*14 Trips @ 1 Hr*	*14.00*		
Trip Charge		42.00	25.00	$1,050.00
Subtask 1.3: Bituminous Testing				**$6,460.00**
Bituminous Compaction Testing - Nuclear Density		36.00	82.00	$2,952.00
Bituminous Roll Pattern & Sample Pickup - Wear	*12 Trips @ 3 Hr*	*36.00*		
Bituminous Sample pick-up		4.00	82.00	$328.00
Bituminous Sample Pickup - Non Wear	*2 Trips @ 2 Hr*	*4.00*		
Project Engineer		8.00	160.00	$1,280.00
Bituminous Coring		6.00	106.00	$636.00
Mark & Observe Bituminous Cores	*2 Trips @ 3 Hr*	*6.00*		
Nuclear moisture-density meter charge, per hour		36.00	24.00	$864.00
Trip Charge		16.00	25.00	$400.00
Subtask 1.4: Laboratory Testing				**$15,776.00**
Soil Proctor MD Relationship (Standard) each		8.00	185.00	$1,480.00
Soil Sieve Analysis with 200 wash, each		4.00	136.00	$544.00
Concrete Compressive Strength Cylinders each		112.00	31.00	$3,472.00
Curb & Gutter	*20 Sets @ 4 Qty*	*80.00*		
Flatwork	*8 Sets @ 4 Qty*	*32.00*		
MnDOT Asphalt Verification, per sample		14.00	679.00	$9,506.00
Asphalt Thickness and Density of Core each		12.00	52.00	$624.00
Asphalt Content of Aggregate Base each		1.00	150.00	$150.00
Subtask 1.5: Project Management				**$7,170.00**
Project Manager		30.00	160.00	$4,800.00
Senior Project Manager		5.00	185.00	$925.00
Project Assistant		15.00	82.00	$1,230.00
Principal Engineer		1.00	215.00	$215.00

	Qty/Hours	Rate	Amount
Task 1 Total:			**$48,423.00**
Project Total			**$48,423.00**

Date: 4/6/2026

Heritage Commons 11th Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Heritage Commons 11th Addition final plat.

Overview

Lakeville Heritage Commons, LLC, submitted a final plat for Heritage Commons 11th Addition, consisting of one commercial lot located north of 202nd Street (CSAH 50), east of Dodd Boulevard (CSAH 9), and south of Heritage Drive. Conditional use permits have been approved for two convenience restaurants with drive-through service windows to be developed on the property. The property is zoned PUD, Planned Unit Development, with and underlying zoning of C-3, General Commercial District. The final plat plans have been reviewed by Engineering and Parks and Recreation Department staff.

Supporting Information

1. Final Plat Resolution
2. Signed Development Contract
3. Signed Stormwater Maintenance Agreement
4. March 16, 2026 Planning and Engineering reports

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE FINAL PLAT OF HERITAGE COMMONS 11TH ADDITION

WHEREAS, the owner of the property described as **HERITAGE COMMONS 11TH ADDITION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission 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. **HERITAGE COMMONS 11TH ADDITION** final plat is approved subject to the development contract and security requirements.

2. The Mayor and City Clerk are hereby authorized to sign the development contract, the final plat mylars, and stormwater maintenance agreement.

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 6th day of April 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, 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 **6th** day of **April 2026** as shown by the minutes of said meeting in my possession.

_____
Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

HERITAGE COMMONS 11TH ADDITION

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

1. REQUEST FOR PLAT AND SITE PLAN APPROVAL. The Developer has asked the City to approve a plat for ***HERITAGE COMMONS 11TH ADDITION*** (referred to in this Contract as the "plat") and site plan for Lot 1, Block 1, of the plat ("Site Plan"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

> Outlot C, Heritage Commons 10th Addition, Dakota County, Minnesota, according to the recorded plat thereof.
>
> [To be platted as Heritage Commons 11th Addition, Dakota County, Minnesota.]

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

$120,955.86	x 2%	= $2,419.12
Grading Cost Heritage Commons 11th Addition	2026 Rate	MS4 Administration Fee Heritage Commons 11th 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 final establishment of the ground cover or temporary stabilization approved by the City, 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 building pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of Occupancy 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 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 the Certificate of Occupancy.

Prior to the release of the grading and erosion control security, the "as-constructed" plan for the lot 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-constructed" grading plan is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the grading, erosion control and "as-constructed" grading plan, the security, less any draw made by the City, shall be released.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material.

A certified as-built building pad survey must be submitted and approved for commercial, industrial or institutional developments prior to issuance of a building permit.

Heritage Commons 11th 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, contractors, 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 AND CONSTRUCTION OBSERVATION.

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 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.

19. STORM SEWER. The Developer shall construct one privately owned and maintained underground stormwater infiltration system within Lot 1, Block 1, Heritage Commons 11th Addition.

The Developer shall enter into a stormwater maintenance agreement with the City in a recordable form approved by the City for the underground stormwater system prior to the recording of the final plat. The underground stormwater system will provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements.

The Developer shall construct privately owned and maintained storm sewer with the development of Heritage Commons 11th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 11th Addition will convey runoff to the privately owned and maintained underground stormwater system.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid by the Developer with the final plat, calculated as follows:

60,191s.f.	x $0.250/s.f.	= $15,047.75
Net Area of Heritage Commons 11th Addition	2026 Rate	Storm Sewer Charge Required With Heritage Commons 11th Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans approved with the final plat.

20. SANITARY SEWER. Heritage Commons 11th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends to the northeast portion of the parcel. The Developer shall extend 6-inch privately owned and maintained sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Availability Charge shall be paid by the Developer with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

21. WATERMAIN. An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. The Developer shall extend privately owned and maintained 6-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

22. SITE PLAN. A Site Plan was submitted for Lot 1, Block 1, Heritage Commons 11th Addition. The Site Plan includes the construction of two convenience restaurants with drive-throughs. Access to the site is proposed via two egress points for the development, one onto Heritage Drive, and the other, a shared access through the vacant parcel and O'Reilly Automotive to the east.

The Developer shall provide a private shared access easement agreement in a recordable form approved by the City for recording with the final plat for the shared access between the parcels in Heritage Commons 10th Addition and Heritage Commons 6th Addition.

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

24. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been satisfied on the parent parcels and shall be paid by the Developer with the final plat, calculated as follows:

1.38 Total Acres Heritage Commons 11th Addition	x $9,761.00 2026 Per Acre Rate	= $13,470.18 Park Dedication Fee Heritage Commons 11th Addition

Development of Heritage Commons 11th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

25. STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses with the final plat, calculated as follows:

459.6 ft Front Footage Heritage Commons 11th Addition	x $0.2974 2026 Rate per Front Footage per Quarter	x 4 Quarters	= $543.53 Streetlight Operating Fee Heritage Commons 11th 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:

1 unit	x $64.00/unit	x 4.20	= $268.80
Total Unit Heritage Commons 11th Addition	2026 Rate	Utility Factor	Environmental Resources Fee Heritage Commons 11th Addition

27. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $27,429.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

At least twenty-five (25) percent of Lot 1, Block 1 shall remain as greenspace, including trees, shrubbery, plantings or fencing. The site plan identifies that twenty-seven (27) percent of the site is greenspace, in compliance with the greenspace requirements of the Zoning Ordinance for convenience food uses.

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the March 17, 2026, Planning Report, and March 16, 2026, Engineering Report.

B. The site and buildings shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.

C. All signs shall comply with Zoning Ordinance requirements. The Planning Department shall issue a sign permit prior to the installation of any signs.

D. Site lighting shall not glare onto public streets and shall not exceed one-foot candle at the property line. A photometric lighting plan shall be submitted for Lot 1, Block 1, prior to issuance of a building permit.

E. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

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

G. The Developer shall install the trash and recycling enclosure located near the entrance of the drive through. The enclosure must comply with code requirements, including a maintenance-free gate.

H. The Developer shall record at the time of final plat a shared access easement agreement over Outlot A, Heritage Commons 10th Addition providing access to Heritage Drive and Lot 1, Block 1, Heritage Commons 6th Addition in a recordable form approved by the City for recording with the final plat.

I. The Developer is responsible for any requirements stipulated by Dakota County in regard to Dodd Boulevard (CSAH 9) and 202nd Street (CSAH 50).

J. 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 $100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: one (1) lot/outlot 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.

K. 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 $90.00.

L. 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.

M. The Developer shall submit as-built record drawings following the completion of the project to be constructed on the Subject Property.

29. 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 $193,238.26. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:	
A. Sanitary Sewer	$5,000.00
B. Watermain	5,000.00
C. Storm Sewer	5,000.00
D. Underground Stormwater System	80,000.00
E. Grading, Erosion Control and Vegetation Establishment	53,618.17
CONSTRUCTION SUB-TOTAL	**$148,618.17**
OTHER COSTS:	
A. Developer's Design (3.0%)	$4,458.55
B. Developer's Construction Survey (2.5%)	3,715.45
C. City Legal Expenses (Est. 0.5%)	743.09
D. City Construction Observation (Est. 5.0%)	7,430.91
E. City Record Drawings (0.5%)	743.09
F. Landscaping	27,429.00
G. Lot Corners/Iron Monuments	100.00
OTHER COSTS SUB-TOTAL	**$44,620.09**
TOTAL SECURITIES:	**$193,238.26**

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.

30. 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	13,470.18
B. MS4 Administration Fee	2,419.12
C. Storm Sewer Charge	15,047.75
D. Streetlight Operating Fee	543.53
E. Environmental Resources Expenses	268.80
F. Property Data and Asset/Infrastructure Management Fee	90.00
G. City Engineering Administration (3% for letters of credit)	4,458.55
TOTAL CASH REQUIREMENTS	**$36,297.93**

31. 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.

32. 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.

33. 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 a permanent or temporary certificate of occupancy.

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. A copy of the endorsement must be submitted with the certificate of insurance.

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.

34. 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: 705 Marquette Ave South, Ste. 900, Minneapolis, MN 55402. 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.

[The remainder of this page has been 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:
LAKEVILLE HERITAGE COMMONS LLC

BY: _____
John J. Johannson, Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1 day of April, 2026, by John J. Johannson the Manager of Lakeville Heritage Commons LLC, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

Kristin Stone
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2028

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

STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **LAKEVILLE HERITAGE COMMONS LLC**, a Minnesota limited liability company (the "Owner") and the **CITY OF LAKEVILLE,** a Minnesota municipal corporation (the "City").

A. The Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the **Heritage Commons 11th Addition** plat; and

C. The final plans for **Heritage Commons 11th Addition**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the "Easement Area") legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition in accordance with the terms of this Agreement and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever reasonable steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave an access lane for maintenance and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or grossly negligent acts of the City or its agents or employees.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: Lakeville Heritage Commons LLC
11985 Technology Drive Ste. 11D
Eden Prairie, Minnesota 55344
Attn: Paul Tucci

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

PROPERTY OWNER:
LAKEVILLE HERITAGE COMMONS LLC

By: _____
John J. Johannson, Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1 day of April, 2026, by John J. Johannson, the Manager of **LAKEVILLE HERITAGE COMMONS LLC**, a Minnesota limited liability company, on behalf of said entity.

_____
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

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

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

EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Owner Property

Lot 1, Block 1, Heritage Commons 11th Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.

2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.

3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.

4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.

5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.

2. Vegetation
    a. Maintain at least 80% surface area coverage of plants approved per plan.
    b. Removal of invasive plants and undesirable woody vegetation.
    c. Removal of dried, dead and diseased vegetation.
    d. Re-mulch void or disturbed/exposed areas.

3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.

3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, AICP, Community Development Director

From: Heather Botten, Senior Planner

Date: March 17, 2026

Subject: Heritage Commons 11th Addition Final Plat

Background

Paul Tucci, Lakeville Heritage Commons, LLC has submitted a final plat application for Heritage Commons 11th Addition. The preliminary plat was approved by the City Council on July 7, 2025. The property is platted as Outlot C, Heritage Commons 10th Addition and is located north of 202nd Street (CSAH 50) and east of Dodd Boulevard (CSAH 9). The final plat plans have been reviewed by the Engineering and Parks and Recreation staff.

A conditional use permit (CUP) for two convenience restaurants, each with a drive-through service window, was approved by the City Council on July 7, 2025. Last fall, one of the restaurants changed to a different user, and a CUP for a commercial building of less than 2,000 square feet in area was approved on January 5, 2026. The revised site plan to reflect the change in restaurants was reviewed and approved in conjunction with the CUP.

Exhibits:

A. Location Map
B. Final Pat
C. Preliminary Plat
D. March 26, 2026 Plat Commission letter
E. Site Plan
F. Grading Plan

FINAL PLAT

Existing Site Conditions. The Heritage Commons PUD commercial development plan has progressed over several phases since the initial development phase was approved in 1999. The proposed preliminary plat is the eleventh addition of the Planned Unit Development. The site was previously utilized as a gas station that was demolished around 2005. There are no existing wetlands or significant trees located on the property.

Zoning. The Heritage Commons 11th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Lot/Block/Outlot. The final plat of Heritage Commons 11th Addition consists of one lot and block. The lot exceeds the minimum lot area and lot width requirements for the C-3, General Commercial District.

Streets & Access. No new streets are proposed with the Heritage Commons 11th Addition plat. The property is adjacent to Dodd Boulevard (CSAH 9) and 202nd Street (CSAH 50). Access to the lot will be by shared access from Heritage Drive, which is classified as minor collector road in the City's Comprehensive Transportation Plan.

Dakota County Plat Commission. The Heritage Commons 11th Addition final plat was reviewed at the Plat Commission's March 25, 2026 meeting, where the plat was recommended for approval.

Park Dedication. The Park Dedication requirement has not been satisfied on the parent parcels and will be satisfied through a cash payment of $13,470.18. See the March 16, 2026 Engineering memo for additional details.

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

Grading, Drainage, Erosion Control, and Utilities. The final plat submittal includes grading, drainage, and erosion control plans, which are discussed in the attached March 16, 2026 Engineer memo by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environment Resources Manager.

RECOMMENDATION

The Heritage Commons 11th Addition final plat is consistent with the approved preliminary plat and complies with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the final plat subject to the following stipulations:

1. The recommendations listed in the March 16, 2026 Engineering memo.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement for the maintenance of stormwater facilities on Lot 1, Block1, Heritage Commons 11th Addition.
4. The Developer shall pay $13,470.18 in park dedication fees with the final plat.



City of Lakeville
Location Map
Heritage Commons
11th Add
EXHIBIT A

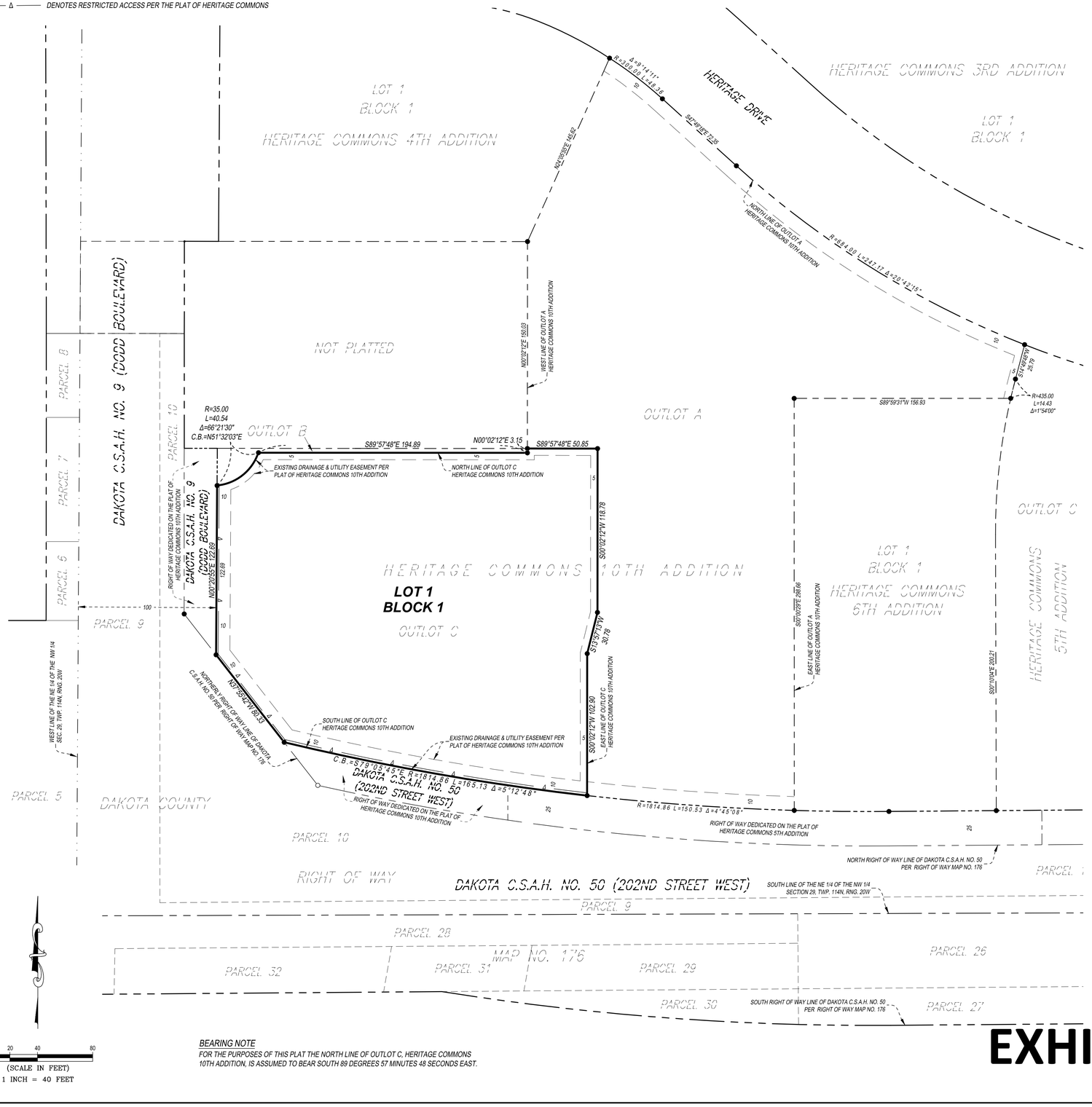
HERITAGE COMMONS 11TH ADDITION

COUNTY OF DAKOTA
CITY OF LAKEVILLE
SEC. 29, T. 14, R. 20

LEGEND

● DENOTES FOUND IRON MONUMENT AS NOTED

——— Δ ——— DENOTES RESTRICTED ACCESS PER THE PLAT OF HERITAGE COMMONS



0 20 40 80
(SCALE IN FEET)
1 INCH = 40 FEET

BEARING NOTE
FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF OUTLOT C, HERITAGE COMMONS 10TH ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 57 MINUTES 48 SECONDS EAST.

EXHIBIT B

KNOW ALL PERSONS BY THESE PRESENTS: That Lakeville Heritage Commons, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot C, HERITAGE COMMONS 10TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as HERITAGE COMMONS 11TH ADDITION.

In witness whereof said Lakeville Heritage Commons, LLC, a Minnesota limited liability company has caused these presents to be signed by its proper officer this ____ day of _____, 20___.

Signed: Lakeville Heritage Commons, LLC

By: _____ _____
Signature Printed Name and Title

State of Minnesota
County of _____

This instrument was acknowledged before me this ____ day of _____, 20___ by _____, _____ of Lakeville Heritage Commons, LLC, a Minnesota limited liability company on behalf of the limited liability company.

_____ (Signature)

_____ (Print Name)
Notary Public, _____ County, Minnesota
My commission expires _____

I Kyle J. Roddy 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____.

_____
Kyle J. Roddy, Licensed Land Surveyor
Minnesota License Number 42627

State of Minnesota
County of _____

This instrument was acknowledged before me on _____ by Kyle J. Roddy.

_____ (Signature)

_____ (Print Name)
Notary Public, _____ County, Minnesota
My commission expires _____

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat of HERITAGE COMMONS 11TH ADDITION was approved and accepted by the City Council of the City of Lakeville, 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 By: _____, City Clerk

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___.

_____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA
We do hereby certify that on this ____ day of _____, 20___, the Board of Commissioners of Dakota County, Minnesota, approved this plat of HERITAGE COMMONS 11TH ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

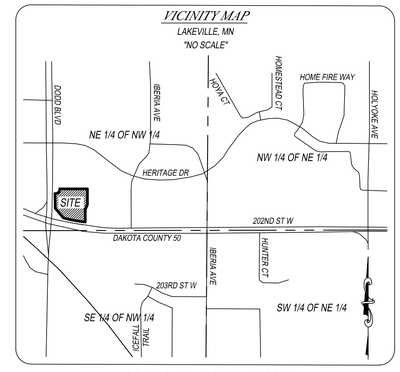
By: _____ Attest: _____
Chair, County Board County Treasurer-Auditor

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of HERITAGE COMMONS 11TH ADDITION was filed in the office of the County Recorder for public record this ____ day of _____, 20___, at ___o'clock __.M. and WAS DULY FILED IN Book _____ of Plats, Pages ____ and ____ as Document Number _____.

_____
Amy A. Koethe, County Recorder



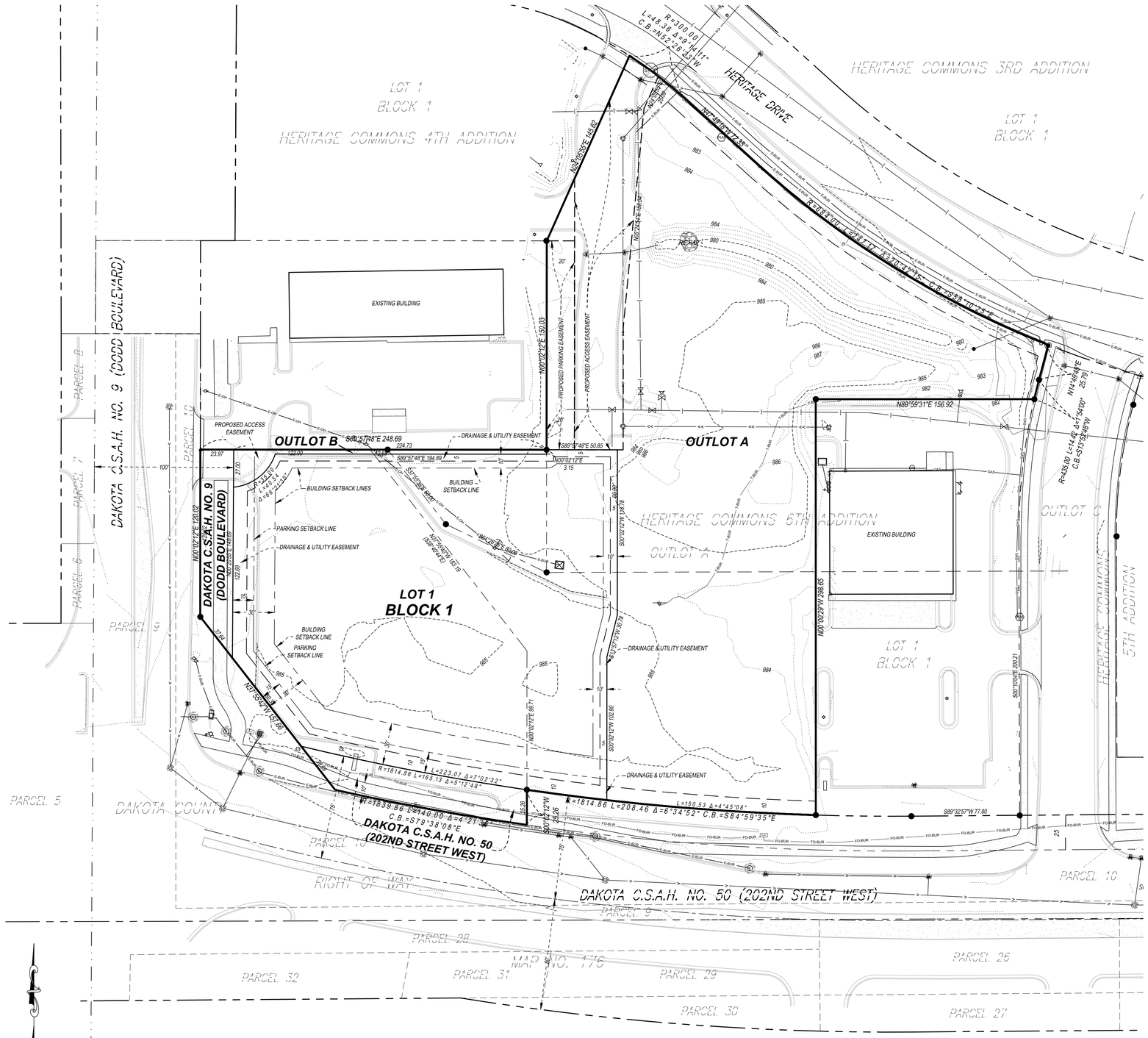
SEC. 29, TOWNSHIP 114, RANGE 20

LHB
Cambridge, MN

PRELIMINARY PLAT OF:

HERITAGE COMMONS 10TH ADDITION

COUNTY OF DAKOTA
CITY OF LAKEVILLE
SEC. 29, T. 114, R. 20



OWNER & SUBDIVIDER

HVP V EPIC Heritage, LLC
515 Congress Avenue
Suite 1925
Austin, Texas 78701

TAX PARCEL INFORMATION:

PID 223203000010 - Outlot A, HERITAGE COMMONS 6TH ADDITION
PID 220290025018 - Pt. of the NE 1/4 of the NW 1/4 of Section 29
Pt. of PID220290025016 - Pt. of the NE 1/4 of the NW 1/4 of Section 29

LOT AREAS

Lot 1, Block 1:	*60,191 s.f. / 1.38 Acres*
Outlot A:	*94,349 s.f. / 2.17 Acres*
Outlot B:	*1,212 s.f. / 0.03 Acres*
Right of Way:	*6,996 s.f. / 0.16 Acres*
Total Area:	*162,748 s.f. / 3.74 Acres*

PROPERTY DESCRIPTION

(PID 223203000010)
Outlot A, HERITAGE COMMONS 6TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

(PID 220290025018)
That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the Northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing along the East line of the said NE 1/4 of the NW 1.4 a distance of 1264.28 feet to the Northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line, a distance of 735.70 feet; thence Westerly along the said highway right-of-way line on a tangential curve to the right having a radius of 1839.86 feet, a distance of 277.30 feet to the actual point of beginning; thence continue Westerly along the said highway right-of-way line and along the afore described curve to the right having a radius of 1839.86 feet, a distance of 140.00 feet to the point where said right-of-way line deflects to the Northwest; thence North 38 degrees 40 minutes 44 seconds West along said right-of-way line a distance of 157.66 feet to the point where said right-of-way line deflects to the North; thence North 00 degrees 42 minutes 52 seconds West along said right-of-way line a distance of 120.00 feet; thence North 89 degrees 17 minutes 08 seconds East a distance of 121.99 feet; thence South 38 degrees 40 minutes 44 seconds East a distance of 183.19 feet; thence South 00 degrees 42 minutes 52 seconds East distance of 124.97 feet to the actual point of beginning, Dakota County, Minnesota.

AND

(Pt of PID 220290025016)
That part of the NE 1/4 of the NW 1/4 of Section 29, Township 114, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 65 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

FLOOD ZONE

This parcel is shown on Flood Insurance Rate Map 27037C0192E as being within flood zone "X", which is defined as an area determined to be outside the 0.2% (500yr) annual chance floodplain.

ZONING DISTRICT

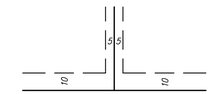
The subject property is located in a PUD Planned Unit Development district.

SETBACK REQUIREMENTS

(Verify with the City of Lakeville)

Front / Abutting Public Street:	*30 Feet*
Side / Interior Lot Lines:	*10 Feet*
Parking:	*15 Feet From Public Right of Way*
	5 Feet Interior
Sign Setback:	*15 Feet From Any Property Line*

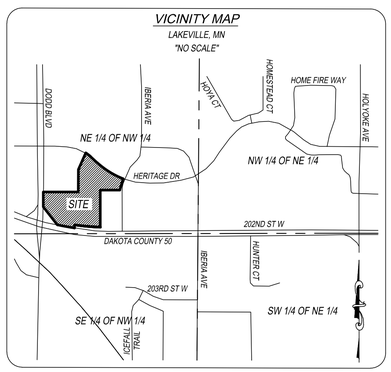
DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES UNLESS NOTED OTHERWISE SHOWN ON THE PLAT.

VICINITY MAP

LAKEVILLE, MN
"NO SCALE"



SEC. 29, TOWNSHIP 114, RANGE 20

LEGEND

- *DENOTES FOUND IRON PIPE*
- *DENOTES FOUND MAGNETIC NAIL*
- *DENOTES FOUND REBAR*
- *DENOTES SET IRON PIPE*
- *DENOTES EXISTING ROAD SIGN*
- *DENOTES EXISTING STOP SIGN*
- *DENOTES EXISTING STORM MANHOLE*
- *DENOTES EXISTING CATCH BASIN*
- *DENOTES EXISTING SANITARY MANHOLE*
- *DENOTES EXISTING HYDRANT*
- *DENOTES EXISTING WATER VALVE*
- *DENOTES EXISTING TELEPHONE/FIBER PEDESTAL*
- *DENOTES EXISTING GAS MANHOLE*
- *DENOTES EXISTING LIGHT POLE*
- *DENOTES EXISTING POWER POLE*
- *DENOTES EXISTING ELECTRIC METER*
- *DENOTES EXISTING ELECTRIC VAULT*
- *DENOTES EXISTING PIPELINE MARKER*
- *DENOTES EXISTING SANITARY SEWER*
- *DENOTES EXISTING WATERMAIN*
- *DENOTES EXISTING STORM SEWER*
- *DENOTES EXISTING UNDERGROUND ELECTRIC LINE*
- *DENOTES EXISTING UNDERGROUND GAS LINE*
- *DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE*
- *DENOTES EXISTING UNDERGROUND TELEPHONE LINE*
- *DENOTES AREA OF B ITUMINOUS*
- *DENOTES AREA OF CONCRETE*

EXHIBIT C

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 Land Surveyor under the laws of the State of Minnesota.

Kyle J. Roddy , MN PLS 42627

Signature: *Date: 05/14/2025*

LHB
324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

March 26, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **HERITAGE COMMONS 11TH ADDITION**

The Dakota County Plat Commission met on March 25, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 9 (Dodd Blvd.) and CSAH 50 (Kenwood Tr.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The development is in the northeast quadrant of the CSAH 9 (Dodd Blvd) and CSAH 50 intersection, which is a replat of Outlot C, HERITAGE COMMONS 10th ADDITION. The site includes two commercial buildings with drive-thrus. Access to the site will be from two internal roadways. No access to CSAH 9 and CSAH 50. Restricted access is shown along all of CSAH 9 and CSAH 50.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on April 21, 2026.

Traffic volumes on CSAH 9 and CSAH 50 are 15,938 and 16,048 ADT, respectively, and are anticipated to be 16,000 and 14,900 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:

EXHIBIT D

KEYNOTES

* SEE ARCHITECTURAL SITE PLANS FOR ADDITIONAL SITE PLAN NOTES.

(1) LANDSCAPE AREA. SEE LANDSCAPE PLAN.

2. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
3. 4" CONCRETE WALK/PATIO.
4. CONCRETE PAVEMENT/APRON.
5. INTEGRAL CONCRETE WALK/CURB.
6. FLUSH CURB.
7. PEDESTRIAN CURB RAMP.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. NOT USED.
10. TRASH ENCLOSURE.
11. 4" SOLID WHITE LINE.
12. SOLID WHITE PAVEMENT MARKING.
13. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER.
14. LIGHT POLE AND BASE.
15. CLEARANCE/HEIGHT RESTRICTION BAR PER TENANT.
16. NOT USED.
17. NOT USED.
18. NOT USED.
19. NOT USED.
20. SOLID WHITE CROSSWALK PAVEMENT MARKINGS.
21. NOT USED.
22. MONUMENT SIGN.
23. DIRECTIONAL SIGN.
24. BITUMINOUS ROLL CURB.
25. POURED CONCRETE STEPS.
26. 3 FT. TAPER OUR CURB.

SIGN SCHEDULE

(A) HANDICAP PARKING SIGN ON: 6" BOLLARD — R7-8m W/R7-8b (12" X 18")

B. NO PARKING SIGN ON: 6" BOLLARD — R8-3a (12" X 18")

C. DIGITAL ORDER PICKUP SIGN: ON 6" BOLLARD. — PER TENANT

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK/STOOP
		CONCRETE PAVEMENT
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		UNDERGROUND FIBER OPTIC
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
SEE SURVEY		OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NAMED 1914H

ELEVATION: 959.11 (NAVD 88)

SITE DATA

LAND USE DESIGNATION:	COMMERCIAL	
EXISTING ZONING:	PLANNED UNIT DEVELOPMENT	
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT	
PARCEL AREA:	60,191 SF	
IMPERVIOUS AREA:		
BUILDING 1:	2,372 SF	4%
BUILDING 2:	776 SF	1%
PAVEMENTS:	40,343 SF	67%
TOTAL:	43,491 SF	72%
PERVIOUS AREA:	16,700 SF	28%

PARKING SUMMARY

STANDARD STALLS:	42
HANDICAP STALLS:	3
TOTAL STALLS:	45

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
3. TYPICAL PARKING STALLS ARE 9' X 18' UNLESS OTHERWISE NOTED.
4. ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
5. UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:

   CONTROL JOINTS: WALKS @ 8' SPACING; OTHERS @ 10' SPACING

   SAWCUT CONTROL JOINTS MINIMUM ¼ CONCRETE THICKNESS.

   EXPANSION JOINTS: WALKS @ 24' SPACING; OTHERS @ 40' SPACING

   PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.

   DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).

EXHIBIT E

0 15 30 60
< SCALE IN FEET >

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

CONTOUR CIVIL DESIGN
P.O. BOX 89, ROCKFORD, MINNESOTA 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: JOSEPH T RADACH PE
SIGNATURE:
DATE: 01/28/25 LIC #: 45889

REVISIONS	ISSUE DATE: 01/28/25	BY: JTR
1. 05/28/25	CITY COMMENTS	
2. 09/23/25	OWNER CHANGES	
3. 11/04/25	NOTE FOR OFFSITE PARKING STALLS BY OTHERS	
4. 01/12/26	OWNER CHANGES	
5.		
6.		
7.		

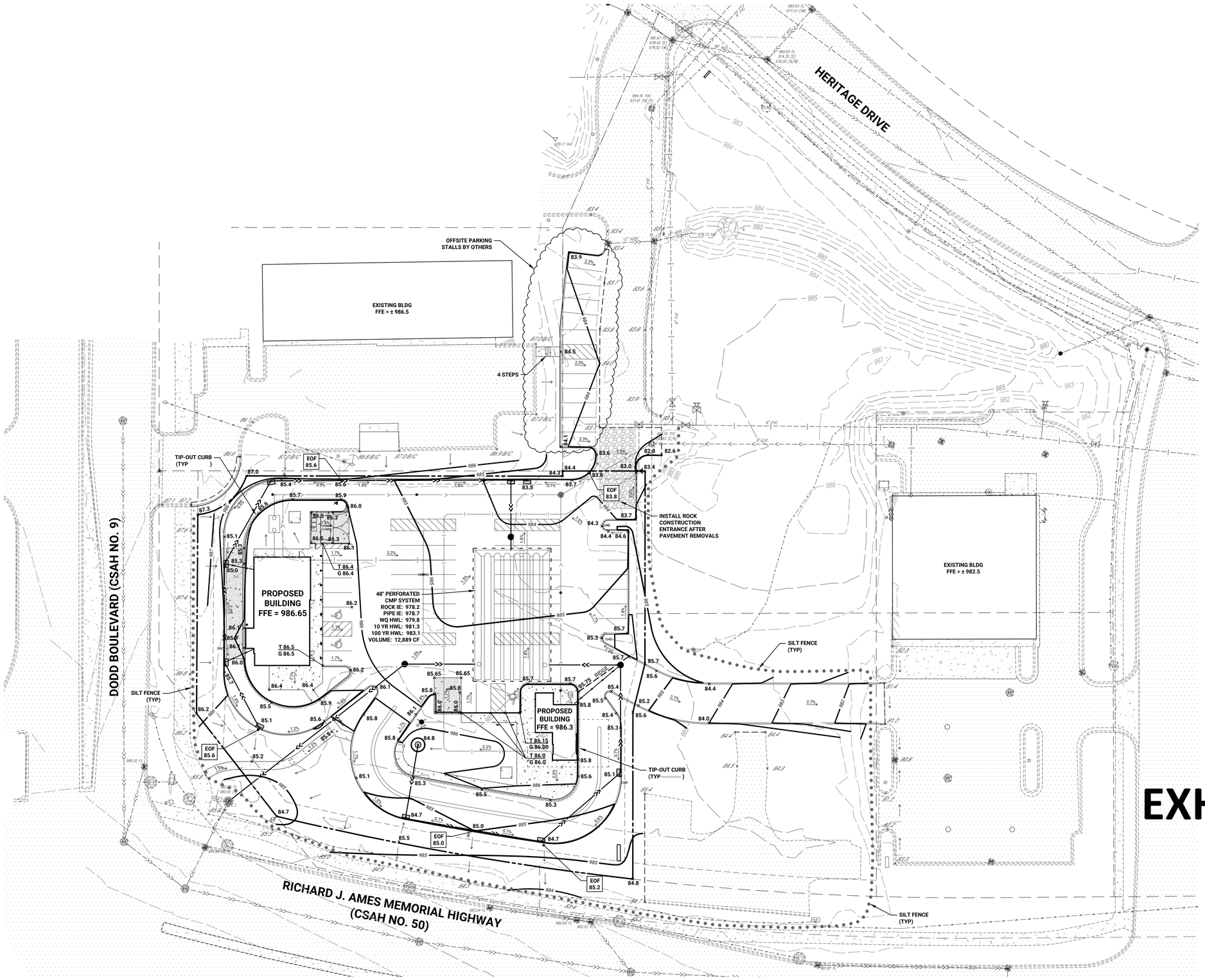
OWNER
2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

SITE PLAN

HERITAGE COMMONS RESTAURANTS
Lakeville, Minnesota

SHEET NUMBER
C2.1

01/12/26 C:\Users\contour civil\Desktop\Xpc\desktop\contours_xpbin\24016 - lakeville restaurant\cad\24016_site.dwg



LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK/STOOP
		CONCRETE PAVEMENT
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		UNDERGROUND FIBER OPTIC
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
SEE SURVEY		OTHER SYMBOLS
985	985	5' CONTOUR
984	984	1' CONTOUR
57.1	57.1	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
		SILT FENCE
		ROCK ENTRANCE

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NAMED 1914H

ELEVATION: 959.11 (NAVD 88)

GOVERNING SPECIFICATIONS

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF LAKEVILLE SPECIFICATIONS.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
3. THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

1. VEHICLE TRACKING REDUCTION DEVICE, SILT FENCE, AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDED OR LANDSCAPED.
4. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 14 CALENDARS DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
5. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE MNDOT CAT.1 EROSION CONTROL BLANKET AND SEED, OR APPROVED EQUAL.
6. STOCKPILES SHALL BE STABILIZED WITHIN 14 DAYS OF ROUGH GRADING OR INACTIVITY.
7. ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

EXHIBIT F

0 15 30 60
< SCALE IN FEET >

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

CONTOUR CIVIL DESIGN
P.O. BOX 89, ROCKFORD, MINNESOTA 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: JOSEPH T RADACH PE

SIGNATURE:

DATE: 01/28/25 LIC #: 45889

REVISIONS	ISSUE DATE: 01/28/25	BY: JTR
1.	05/28/25	CITY COMMENTS
2.	09/23/25	OWNER CHANGES
3.	11/04/25	NOTE FOR OFFSITE PARKING STALLS BY OTHERS
4.	01/12/26	OWNER CHANGES
5.	01/28/26	ADD PROPERTY CORNER ELEVATIONS
6.	02/25/26	HWLS FOR CMP SYSTEM
7.		

OWNER

2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

GRADING AND DRAINAGE PLAN

HERITAGE COMMONS RESTAURANTS
Lakeville, Minnesota

SHEET NUMBER
C4.1

02/24/26 c:\users\contour civil\dropbox\pc\desktop\contours_jobs\124016 - lakeville restaurants\cad\124016_grade.dwg

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Heather Botten, Senior Planner
From: Jonathan Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: March 16, 2026
Subject: Heritage Commons 11th Addition

- Final Plat Review
- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Lakeville Heritage Commons, LLC has submitted a final plat and development plans for a site to be final platted as Heritage Commons 11th Addition. The parent parcel consists of Outlot C, Heritage Commons 10th Addition. It is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Dodd Boulevard, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The proposed development will be completed by:

Developer: 2C Development, LLC
Engineer: Contour Civil Design

SITE CONDITIONS

The site was previously utilized as a gas station that has since been demolished. Two existing shared access driveways are located on the west and northeast sides of the parcel. There are

no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

EASEMENTS

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

STREET AND SUBDIVISION LAYOUT

Dodd Boulevard (CSAH 9)
Heritage Commons 11th is located east of and adjacent to Dodd Boulevard (CSAH 9), a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer dedicated the necessary right-of-way with the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission on April 23, 2025. The Developer is responsible for any requirements stipulated by Dakota County.

202nd Street (CSAH 50)
Heritage Commons 11th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its April 23, 2025 meeting. The developer dedicated the necessary right-of-way with the preliminary plat. The Developer is responsible for any requirements stipulated by Dakota County.

Heritage Drive
Heritage Commons 11th Addition is located south of Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with the development of Heritage Commons 11th Addition.

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement has not been satisfied on the parent parcels and will be required with the final plat, calculated as follows:

1.38	x $9,761.00	= $13,470.18
Total Acres Heritage Commons 11th	2026 Per Acre Rate	Park Dedication Fee Heritage Commons 11th

Development of Heritage Commons 11th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 11th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends to the northeast portion of the parcel. Development of Heritage Commons 11th Addition includes the extension of 6-inch privately owned and maintained sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of Heritage Commons 11th Addition includes the extension of privately owned and maintained 6-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

DRAINAGE AND GRADING

Heritage Commons 11th Addition is located within subdistricts SC-094 and SC-169 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Development of Heritage Commons 11th Addition will include the construction of one privately owned and maintained underground stormwater infiltration system located within Lot 1, Block 1, Heritage Commons 11th Addition.

The Developer shall sign a stormwater maintenance agreement for the underground stormwater system prior to the recording of the final plat. The underground stormwater

system will provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements.

The final grading plan approved with the final plat must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

Heritage Commons 11th 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

Privately owned and maintained storm sewer will be constructed with the development of Heritage Commons 11th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 11th Addition will convey runoff to the privately owned and maintained underground stormwater system.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat, calculated as follows:

60,191s.f.	x $0.250/s.f.	= $15,047.75
Net Area of Heritage Commons 11th	2026 Rate	Storm Sewer Charge Required With Heritage Commons 11th

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans approved with the final plat.

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 11th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0192E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

$120,955.86	x 2%	= $2,419.12
Grading Cost Heritage Commons 11th	2026 Rate	MS4 Administration Fee Heritage Commons 11th

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Heritage Commons 11th Addition. Construction costs are based upon estimates submitted by the Developer's engineer on February 11, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer Connection	$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer Connection	5,000.00
Grading, Erosion Control and Vegetation Establishment	120,955.86
SUBTOTAL - CONSTRUCTION COSTS	$135,955.86

OTHER COSTS	
Developer's Design (3.0%)	$ 4,078.68
Developer's Construction Survey (2.5%)	3,398.90
City's Legal Expense (0.5%)	679.78
City Construction Observation (5.0%)	6,797.79
Developer's Record Drawing (0.5%)	679.78
Landscaping	27,429.00
Lot Corners/Iron Monuments	100.00

SUBTOTAL - OTHER COSTS	43,163.93
TOTAL PROJECT SECURITY	**$179,119.79**

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 $200.00. 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 for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

459.6 ft Front Footage Heritage Commons 11th	x $0.2974 2026 Rate per Front Footage per Quarter	x 4 Quarters	= $543.53 Streetlight Operating Fee Heritage Commons 11th

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

1 unit Total Unit Heritage Commons 11th	x $64.00/unit 2026 Rate	x 4.20 Utility Factor	= $268.80 Environmental Resources Fee Heritage Commons 11th

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:

1 lot Lots/Outlots Heritage Commons 11th	x $90.00/unit 2026 Rate	= $90.00 Property Data & Asset/Infrastructure Mgmt. Fee Heritage Commons 11th

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in either .dwg (AutoCAD) or .dxf format.

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or $4,078.68.

CASH REQUIREMENTS

Park Dedication	13,470.18
MS4 Administration Fee	2,419.12
Storm Sewer Charge	15,047.75

Streetlight Operating Fee	543.53
Environmental Resources Management Fee	268.80
Property Data and Asset/Infrastructure Management Fee	90.00
City Engineering Administration (3.00%)	4,078.68
TOTAL CASH REQUIREMENTS	**$ 35,918.06**

RECOMMENDATION

Engineering recommends approval of the Heritage Commons 11th Addition Final Plat, Site Plan, Grading and Erosion Control Plan, and Utility Plan subject to the requirements and stipulations within this report. Applicable securities and cash requirements will be due with the final plat application.

Date: 4/6/2026

Resolution for Inflow and Infiltration Grant through Metropolitan Council Environmental Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to authorize the application and final grant submission to the Metropolitan Council Environmental Services for Municipal Inflow and Infiltration Grant Program.

Overview

In 2024, City staff applied for funding through the Metropolitan Council Environmental Services (MCES) 2023 Municipal Inflow and Infiltration (I/I) Grant Program. This program provides $12,000,000 in grant funding to municipalities for capital improvements to public infrastructure that reduce inflow and infiltration in the sanitary sewer system. Each participating city is eligible to receive: (1) the lesser of $50,000 or 50 percent of eligible expenses submitted, plus (2) an additional allocation proportional to the city's remaining eligible expenses. Based on the City's application, MCES estimated Lakeville may receive approximately $203,616. The final award amount may vary depending on participation by other municipalities.

Eligible expenses include inflow and infiltration improvements completed through City projects between January 2024 and December 2025. Grant submission requirements include adoption of a resolution by the Lakeville City Council authorizing submission of the application and execution of the grant agreement.

Supporting Information

1. MCES I&I Grant Resolution

Financial Impact: $203,616 **Budgeted:** Yes **Source:** Sewer Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Shane Quade, Utilities Superintendent

CITY OF LAKEVILLE

RESOLUTION NO. 26-___

AUTHORIZATION TO SUBMIT THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES 2023 I/I GRANT

WHEREAS, the Metropolitan Council Environmental Services (MCES) has identified the City of Lakeville as one of the many metro cities having excessive quantities of storm water and groundwater, commonly referred to as Inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of I/I, MCES is offering a preliminary minimum allocation of $50,000 per metro city, with provisions for future distribution of available funding until the total of $12,000,000 for the State of Minnesota has been expended on I&I reduction measures; and

WHEREAS, the City of Lakeville Public Works Department has completed I&I improvement projects to public sanitary sewer system components requiring rehabilitation to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED. The Lakeville City Council authorizes the Department of Public Works to apply for, execute, and serve as contact for the grant.

ADOPTED by the Lakeville City Council this 6th day of April 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

Date: 4/6/2026

Proposal from HKGi to Include a Facility Study as Part of the 2026-2036 Parks System Master Plan Development

Proposed Action
Staff recommends adoption of the following motion: Move to approve Proposal from HKGi to Include a Facility Study as Part of the 2026-2036 Parks System Master Plan Development

Overview
In July of 2025, the Mayor and City Council reviewed and approved an agreement with HKGi for services related to the development of a 2026-2036 Parks System Master Plan. Over the last decade, staff have leveraged the 2015 Parks, Trails, and Open Space plan to guide the development, expansion, and improvements throughout the parks system, and the time has come for a new plan to guide the next 10 years.

In April of 2025, staff developed and published an RFP for the 2026-2036 Parks System Master Plan. The scope of work in the RFP included a number of elements:

- An inventory of existing parks/facilities with recommendations for future needs
- A review of existing trails and greenways
- A strategy for future parks, trails and open spaces
- Public engagement
- Creation of an implementation plan

Five proposals were received for the project. Following interviews, HKGi was selected to complete the 2026–2036 Parks System Master Plan. The project began in late 2025 with a community-wide survey to analyze the current park system and identify future needs. This analysis evaluates the condition of Lakeville's parks system and compares it with neighboring communities, while the needs assessment provided residents an opportunity to identify existing gaps and share ideas for future improvements.

As part of the engagement process, the consultant has hosted open houses, facilitated stakeholder meetings, and attended community events such as the Lakeville Area Art Festival and the Home & Garden Expo. An online Maptionnaire launched in early 2026, providing an additional interactive tool for residents to share feedback on Lakeville's parks system.

Throughout the Parks System Master Plan process, HKGi has received consistent feedback from the community regarding current and future facility needs. In response, staff recommends completing a facility needs assessment as part of the planning process. This assessment will help

gather additional input on long-term facility planning, evaluate how well existing facilities meet community needs, and better understand the community's interest in a potential Community Center.

The study would gather more detailed community input on the types of amenities residents would like to see in a Community Center and provide preliminary cost estimates for a facility that aligns with those needs. Because a Community Center would represent a significant investment and addition to the park system, conducting a dedicated study focused on feasibility, community priorities, and potential costs would help establish a clear vision for future improvements as part of the Parks System Master Plan. The attached proposal falls under the stipulations implemented when the master agreement with HKGi was reviewed and approved in late 2025.

Supporting Information

1. HKGi Proposal for Community Center Feasability Study and Existing Facilities Assessment

Financial Impact: $81,000 **Budgeted:** Yes **Source:** Park Dedication Fund
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: *Joe Masiarchin, Parks and Recreation Director*

Planning | Landscape Architecture | Urban Design

March 26, 2026

Joe Masiarchin
Parks and Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

RE: PROPOSAL FOR COMMUNITY CENTER FEASIBILITY STUDY & EXISTING FACILITIES ASSESSMENT

Dear Joe:

Thank you for reaching out to HKGi to develop a feasibility study for a potential new community center for the City of Lakeville. The engagement efforts during the Parks System Master Plan process have continually identified indoor space needs for programming, athletics, and community gathering or events. To address the topic in more detail, we have developed a process that analyzes existing City facilities, further engages with key stakeholders, and explores potential space needs and options for what a new facility would likely include to best serve the residents of Lakeville.

For this effort we are partnering with HCM Architects to conduct a condition assessment of existing facilities and guide the building blocks for a potential new facility with programming, space allocation, and general layout. The following identifies the project purpose and work plan for the effort that we will integrate with the on-going Parks System Master Plan process.

Project Purpose

The purpose of this project is to evaluate the feasibility of developing a new community center to serve current and future community needs for Lakeville. The study will also assess existing community facilities to determine their condition, capacity, utilization, and potential role in meeting those needs. The findings will guide decision-making regarding facility investment, consolidation, expansion, or new construction.

Primary outcomes include:

- Clear understanding of community needs and service gaps
- Assessment of existing facilities and their future role
- Evaluation of new community center feasibility
- Capital and cost projections
- Strategic roadmap for decision-making

800 Washington Avenue North, Suite 207
Minneapolis, Minnesota 55401

Several components of this feasibility study will be coordinated with the City's Parks and Recreation System Plan currently underway. Demographic analysis, community engagement, recreation needs assessment, and benchmarking will be conducted in coordination with the system planning effort to avoid duplication and ensure consistent findings. The feasibility study will build upon this work by focusing specifically on the evaluation of existing indoor facilities, and development of potential community center concepts.

Work Plan

1. Project Start-up and Integration with Park System Plan Process

The HKGi team will coordinate closely with City staff to ensure that the feasibility study aligns with the ongoing Parks and Recreation System Plan effort and other relevant planning initiatives. This phase will establish the project framework, confirm study goals & objectives, and finalize the engagement strategy.

Tasks:

- Conduct a project kickoff meeting with City leadership, project staff, and key stakeholders to review the project scope, schedule, roles, and expectations.
- Confirm study goals, evaluation criteria, and key decision points with City staff.
- Identify and confirm internal and external stakeholder groups to engage.
- Coordinate the feasibility study engagement strategy with the public engagement process underway for the Parks and Recreation System Plan to ensure efficiency and avoid duplication.
- Review relevant planning documents including the Capital Improvement Plan and any previous recreation or facility studies or facility improvement plans.
- Finalize the project work plan outlining milestones, data needs, meeting schedules, and reporting checkpoints along with project communication protocols and progress reporting procedures.

Deliverables:

- Project kickoff meeting summary and action items
- Finalized stakeholder and community engagement plan
- Detailed project work plan and schedule

2. Existing Facilities Inventory and Assessment

The HKGi team will analyze existing facilities that currently provide recreational, community, or cultural services within the City. This includes key City-owned facilities such as the Heritage Center, Arts Center, Environmental Learning Center, and John Hennen Pavilion at Antlers Park.

Tasks:

- Compile a comprehensive inventory of City-operated and partner facilities providing recreation, cultural, or community services.

- Review existing City facility documentation including City provided floor plans and capital improvement plans.
- Conduct site visits to each facility to document physical condition, layout, and functionality.
- Evaluate each facility based on key criteria including:
    - Building condition
    - Functional adequacy of interior spaces and program areas
    - Program capacity and ability to accommodate current and future activities
    - ADA accessibility and inclusive design considerations
- Interview City staff responsible for facility operations, programming, and maintenance to identify operational challenges and opportunities.
- Identify gaps in service delivery, inefficiencies, or constraints associated with the current facilities.
- Evaluate opportunities for facility renovation, expansion, repurposing, or consolidation.

Deliverables:

- Existing Facilities Inventory
- Facility condition and functionality assessment report

3. Demographic and Market Analysis

The HKGi team will analyze and summarize demographic trends and recreation participation patterns to understand current and future community demand for recreation and community services.

Tasks:

- Analyze current demographic data including population size, age distribution, household composition, income levels, and cultural diversity.
- Review population projections to identify expected growth patterns and demographic shifts.
- Map population distribution and growth areas to evaluate geographic access to facilities.
- Identify community recreation, social, cultural, and wellness needs based on demographic characteristics.
- Benchmark comparable communities within the Twin Cities metropolitan area and similar growing suburban communities that have developed community centers or multi-purpose recreation facilities.

Deliverables:

- Demographic and population trends analysis
- Peer community benchmarking summary

4. Community and Stakeholder Engagement

Public and stakeholder engagement will be integrated with the Parks and Recreation System Plan engagement process to gather broad community input and ensure consistency across planning efforts.

Tasks:

- Lead visioning session with core group of City stakeholders.
- Conduct interviews with key stakeholders including City staff, elected officials, community organizations, recreation partners, and institutional partners.
- Facilitate focus groups with targeted user groups such as seniors, youth sports organizations, arts organizations, and community service providers.
- Coordinate and support public engagement activities aligned with the Parks and Recreation System Plan including:
    - Online surveys (April)
    - Community Open House #2 (May)
    - Statistically Valid Survey (May-June)
- Collect community input regarding:
    - Desired programs, services, and amenities
    - Facility features and design priorities
    - Accessibility, equity, and affordability considerations
    - Opportunities to enhance existing facilities
    - Interest in partnerships or shared-use facilities
- Document and analyze public feedback to identify common themes, priorities, and emerging needs.

Deliverables:

- Stakeholder interview summary
- Public engagement summary report
- Community priorities and needs analysis

5. Needs Assessment and Program Development

Using information from previous phases of this study and during the Park System Planning process, the HKGi team will identify indoor and outdoor program and space requirements. These spaces planning requirements will be utilized for future site selection, building programming and design, and further cost estimation.

Tasks:

- Evaluate current recreation programming and participation trends provided by the City and partner organizations.
- Identify gaps between current services and anticipated future demand.
  Determine program areas that may be accommodated in a future community center including:

    - Fitness and wellness spaces
    - Gymnasiums and recreation courts
    - Indoor turf
    - Indoor walking or fitness track
    - Indoor playground
    - Aquatics or water recreation (if applicable from community engagement)
    - Senior and multigenerational programming areas
    - Youth and teen activity spaces
    - Community meeting and event spaces (weddings, conference spaces)
    - Arts and cultural programming areas
- Develop preliminary space programming requirements including approximate square footage needs for each functional area.
- Evaluate whether identified needs can be addressed through:
    - Renovation of existing facilities
    - Expansion of existing facilities
    - Construction of a new community center
    - A hybrid network of facilities
- Identify potential operational partnerships or shared-use opportunities with schools, nonprofits, or private providers.

Deliverables:

- Community recreation needs assessment
- Preliminary facility space program
- Functional program requirements summary

6. Study Facility & Site Plan Options

The HKGi team will evaluate potential development scenarios and site options for a new community center or expanded facility network. The options will provide guidance to site and facility size, orientation and relationships, future phasing considerations, and recommendations for site selection criteria.

Tasks:

- Identify and review potential sites for a new community center, including City-owned land and other feasible locations.
  Evaluate site characteristics including:
    - Accessibility and visibility
    - Proximity to population centers and parks
    - Site size and development capacity
    - Utilities and infrastructure availability
    - Parking and transportation access
    - Environmental or regulatory constraints

- Develop conceptual facility options that target the development of a new standalone community center with select renovation or expansion of existing facilities
- Prepare conceptual facility & site layouts illustrating program space allocation.
- Develop order-of-magnitude capital cost estimates for each scenario.
- Evaluate advantages, challenges, and tradeoffs associated with each option.

Deliverables:

- Site evaluation matrix
- Conceptual facility options and diagrams
- Preliminary capital cost estimates

7. Implementation Strategy

The HKGi team will develop a strategic roadmap to guide the City in implementing the preferred facility strategy.

Tasks:

- Evaluate facility scenarios based on cost, feasibility, and community impact
- Identify the preferred facility development strategy.
- Develop a phased implementation plan identifying near-term, mid-term, and long-term actions.
- Identify key decision points, approvals, and funding milestones.
- Outline potential partnership opportunities and governance considerations.
- Provide guidance for the next critical steps such as detailed building programming and design.

Deliverables:

- Recommended facility strategy
- Implementation roadmap and timeline
- Strategic action steps

8. Final Report and Presentation

The HKGi team will compile findings into a comprehensive feasibility study report and present results to City leadership and stakeholders.

Tasks:

- Prepare a draft feasibility study report summarizing:
  - Existing facilities assessment
  - Community needs analysis
  - Facility options
  - High-level facility cost estimate
  - Implementation recommendations
  - Review the draft report with City staff and incorporate feedback.

- Prepare a final report document.
- Present findings to City leadership and stakeholders.

Deliverables:

- Draft feasibility study report
- Final feasibility study report
- Presentation materials

Schedule

We anticipate this work to take approximately 6-7 months and will be integrated with the Parks System Master Plan process, leveraging future community meetings and the statistically valid survey to provide further in-depth engagement on this topic. Exact details of the schedule will be refined with City staff.

Professional Fees

Professional fees for the Community Center Feasibility Study for the HKGi team are $81,000, inclusive of expenses for mileage and printing. We will bill our services monthly, on an hourly not-to-exceed basis for the work. If the City desires the HKGi team to complete tasks outside of those outlined above, we can provide additional services on an hourly basis, based on our 2026 hourly rate schedules.

Thank you for your consideration of this proposal. We look forward to continuing our working relationship with the City of Lakeville and the continued visioning for the city's wonderful parks system and current/future facilities.

Sincerely,

Bryan Harjes, PLA, LEED AP
President
612.310.2419
bryan@hkgi.com

Signature of Acceptance:

CLIENT SIGNATURE	PRINTED NAME	DATE

Date: 4/6/2026

Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement for Tyler Thomas Storage Condos - 8435 210th St.

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement for Tyler Thomas Storage Condos

Overview

Tyler Thomas, applicant, has submitted site and building plans for an approximate 9,000 square foot garage condominium project to be located at 8435 210th Street. The property is platted as Lot 1, Block 2, Airlake Development 4th Addition and is zoned I-1, Light Industrial District. Warehousing, including self-storage facilities, is a permitted use in the I-1 Zoning District. Access to the property from 210th Street is from an existing shared access point with the business to the east.

Development of the property requires administrative site plan approval and City Council approval of a SIPA and Stormwater Maintenance Agreement. The site plan complies with Zoning Ordinance requirements and will be approved by City staff in conjunction with a building permit application.

Supporting Information

1. SIPA and SMA
2. Staff Reports and Maps
3. Site Plan, Grading Plan, Landscape Plan

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

(reserved for recording information)

SITE IMPROVEMENT PERFORMANCE AGREEMENT

CURIOUS VENTURES, LLC GARAGE-CONDOS

AGREEMENT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **CURIOUS VENTURES LLC,** a Minnesota limited liability company ("Developer").

1. BACKGROUND.

A. The Developer has submitted to the City a site plan application on property in the City of Lakeville, Minnesota, legally described as Lot 1, Block 2, Airlake Development Fourth Addition, Dakota County, Minnesota, according to the recorded plat thereof (hereinafter referred to as the "Subject Property").

B. The development of the Subject Property includes the construction of a 9,057 square foot building, privately owned and maintained roadway, a parking lot, and a privately owned and maintained stormwater infiltration basin ("Improvements). Public improvements necessary to serve the development of the site include the installation of landscape screening near the infiltration basin on the northwest part of the property and a row of shrubs and plantings along the northern portion of the bituminous paving consistent with the approved landscape plan.

2. CONDITIONS OF APPROVAL. This Agreement is a condition of City site plan approval and will be recorded against the Subject Property.

3. PLANS. The Subject Property shall be developed in accordance with the following plans which are on file with the City. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Site Plan

Plan B – Grading, Drainage, and Erosion Control Plan

Plan C – Utility Plan

Plan D – Landscape Plan

No work can occur outside of the areas indicated on the plans without modifying this Agreement or obtaining a separate grading permit.

4. 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 site is in full compliance with the approved erosion control plan.

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the Developer. Grading for the site can not start until a preconstruction meeting has been held with the City and all SWPPP comments have been addressed.

The MS4 Administration Fee has not been collected on the parent parcel and is due with the site plan.

5. LICENSE. Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City in conjunction with site development.

6. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay for construction observation 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 will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

7. DRAINAGE AND GRADING. The grading specifications shall indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that footings placed on fill material are appropriately constructed. A building permit will not be issued until a soils report and an as-built certified building pad survey have been submitted and approved by City staff.

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.

This site contains less than one acre of site disturbance, however is considered a part of common development greater than one acre. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

8. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from 210th Street.

9. SITE PLAN. The proposed improvements for the Tyler Thomas Garage-Condos site include the construction of a 9,057 square foot garage condo/storage building with one shared driveway access on the east side of the Subject Property to 210th Street. The Site Plan includes the installation of four parking spaces in compliance with City code for commercial self-storage facilities. Also included with the proposed improvements are minor grading improvements to include a proposed infiltration basin on the northwest side of the property.

10. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction on the Subject Property, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

11. FEES. The Developer shall be responsible for all Title Company fees associated with this agreement.

12. STORM SEWER. The Developer shall construct one stormwater management basin to collect and treat the stormwater runoff generated from the site. The basin will outlet to the west branch of South Creek. The storm sewer constructed with this site shall be privately owned and maintained.

The Developer shall enter into a stormwater maintenance agreement with the City in a recordable form approved by the City for the stormwater management basin prior to the recording of the final plat.

Draintile construction is required in areas of non-granular soils 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 was previously collected with the final plat of Airlake Development 4th Addition.

13. SANITARY SEWER. The site is located within subdistricts SC-10260 of the South Creek Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

The Developer shall construct privately owned and maintained sanitary sewer service to convey wastewater from the development via trunk sanitary sewer to the MCES Farmington Interceptor monitored by meter M649 and continued to the Empire Wastewater Treatment Facility.

The Sanitary Sewer Availability Charge was previously collected with the final plat of Airlake Development 4th Addition.

14. WATERMAIN. The Developer shall install privately owned and maintained water service.

15. FEMA FLOODPLAIN ANALYSIS. The site is shown on the Flood Insurance Rate Map (Map No. 27037C0213E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA. The site is located immediately adjacent to an area categorized as Zone AE and falls within a SFHA. No grading or disturbance shall be permitted to take place within this area.

16. WETLANDS. There are no wetlands on the site. The site is located adjacent to South Creek and the Developer shall take special precautions to protect the stream from any impact from the project. The Developer shall install "Natural Area" signs at 5 locations along the west property line.

17. LANDSCAPING. The Developer shall post a security in the amount of $12,272.00 to guarantee installation of landscape screening consistent with the approved landscaping plan.

18. TREE PRESERVATION. There are two existing trees within the site that are not proposed to be impacted with the development.

19. SPECIAL PROVISIONS. The following special provisions shall apply to this Agreement:

A. Implementation of the recommendations listed in the March 13, 2026, Planning Report, and March 13, 2026, Engineering Report.

B. The site shall be developed in accordance with the plan approved by the City Council.

C. The Developer shall establish a shared access easement for the Subject Property and Lot 2, Block 2, Airlake Development Fourth Addition, in a recordable form, approved by the City.

D. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. The pole height may not exceed 35 feet for height and the fixture style must be a downcast LED light to meet the ordinance requirements.

E. All rooftop and ground mounted mechanical equipment shall comply with Section 11-21-13 of City Code. Screening materials must be aesthetically harmonious and compatible with the building.

F. The Developer shall submit as-built record drawings following the completion of the project to be constructed on the Subject Property.

G. Prior to City Council approval of the Site Plan, the Developer shall furnish a boundary survey of the Subject Property 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 $100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 1 lot/outlot 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.

16. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, 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 $108,549.29 prior to City Council execution of this Agreement. The amount of the Security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer Connection	$5,000.00
B. Watermain Connection	5,000.00
C. Storm Sewer	13,160.00
D. Grading, Erosion Control, and Restoration	62,425,.00
CONSTRUCTION SUB-TOTAL	**$85,585.00**

OTHER COSTS:

A. Developer's Design (3.0%)	$2,567.55
B. Developer's Construction Survey (Est. 2.5%)	2,139.63
C. City's Legal Expense (0.5%)	427.93
D. City Construction Observation (Est. 5.0%)	4,279.25
E. Developer's Record Drawings (0.5%)	427.93
F. Landscaping	12,272.00
G. Natural Area Signs	750.00
H. Lot Corners/Iron Monuments	100.00
OTHER COSTS SUB-TOTAL	**$22,964.29**
TOTAL PROJECT SECURITIES:	**$108,549.29**

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 prior written notice to the Developer, for any violation of the terms of this Agreement or without notice if the Security is allowed to lapse prior to the end of the required term. 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.

17. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished by the Developer prior to issuance of a building permit.

A.	MS4 Administration Fee (2% Project Grading Costs)	1,248.50
B.	City Engineering Administration (3.00%)	2,567.55
TOTAL CASH REQUIREMENTS		**$3,816.05**

18. ACKNOWLEDGEMENT. The Developer acknowledges that approval of installation of the Improvements does not constitute a guarantee by the City of any future subdivision approvals and that the Developer performs the work on the Subject Property at its own risk.

19. RESPONSIBILITY FOR COSTS.

A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

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 site 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. Notwithstanding anything contained within this Section 21(B), Developer shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

20. MISCELLANEOUS.

A. Third parties shall have no recourse against the City or Developer under this Agreement.

B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. 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 Agreement shall not be a waiver or release.

D. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Subject Property; that to Developer’s knowledge, there are no unrecorded interests in the Subject Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

E. 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.

F. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and certificates of occupancy, and the halting of all work on the Subject Property.

G. The Developer represents to the City that the development 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 development does not comply, the City may, at its option, refuse to allow construction or development work in the development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

21. 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 ten (10) days in advance. This Agreement 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 Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

22. 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: 5018 France Avenue South, Edina, Minnesota 55410. 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 to 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**, respectively 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

Authentisign ID: 4B624739-382E-F111-9A49-000D3A4FF82A

DEVELOPER:
CURIOUS VENTURES, LLC

By: Authentisign Tyler R Thomas 04/01/26
Tyler R. Thomas

Its: OWNER/DEVELOPER

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Tyler R. Thomas, the _____ of Curious Ventures, LLC, a Minnesota limited liability company, on its behalf.

_____
Notary Public

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association

860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

MORTGAGE HOLDER CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT

LAKEVIEW BANK, a Minnesota banking corporation, which holds:

1. A Mortgage dated November 18, 2025, made and executed between Tyler R. Thomas, a single person, as Mortgagor, to and for the benefit of Lakeview Bank, a Minnesota banking corporation, as Mortgagee, filed December 15, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **3703954**;

And

2. Assignment of Rents dated November 18, 2025 made and executed between Tyler R. Thomas, a single person and Lakeview Bank, a Minnesota banking corporation filed December 15, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3703955**;

on all or part of the property more particularly described in the foregoing Site Improvement Performance Agreement, for good and valuable consideration, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2026.

[Remainder of page is intentionally left blank.
Signature page is to follow.]

LAKEVIEW BANK

By: _____

_____ [print name]

Its: _____ [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of Lakeview Bank, a Minnesota banking corporation, on behalf of said entity.

_____
NOTARY PUBLIC

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

238749v6

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of ___(Name of Developer)___ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank)____";

b) Be signed by the City Administrator or Finance Director of the City of Lakeville.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **CURIOUS VENTURES, LLC,** a Minnesota limited liability company (the "Owner") and the **CITY OF LAKEVILLE,** a Minnesota municipal corporation (the "City").

RECITALS

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to develop the Property, and has requested approval of a site plan for the proposed development; and

C. The final site plans for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval; and

F. As a condition of final site plan, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over portions of the Property (the "Easement Areas") legally described and depicted on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the Owner shall adhere to the schedule and shall comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Areas for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences therefrom related to the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Areas and access over the Property to the Easement Areas. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Areas, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for the performance of the Owner's required work under this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Tyler R. Thomas
5018 France Avenue
Edina, Minnesota 55410

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

Authentisign ID: 4B624739-382E-F111-9A49-000D3A4FF82A

PROPERTY OWNER:
CURIOUS VENTURE, LLC

By: AuthentiSIGN Tyler R Thomas 04/01/26
Tyler R. Thomas

Its: OWNER/DEVELOPER

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Tyler R. Thomas, the _____ of Curious Venture, LLC, a Minnesota limited liability company, on its behalf.

_____
Notary Public

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

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

EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lot 1, Block 2, Airlake Development Fourth Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

An easement for drainage and utility purposes over, under and across Lot 1, Block 2, AIRLAKE DEVELOPMENT FOURTH ADDITION, lying southwest, west and northwest of the following described line:

Commencing at the most southerly corner of said Lot 1; thence North 57 degrees 34 minutes 35 seconds West, along the southwest line of Lot 1, to the point of beginning of said described line; thence North 32 degrees 25 minutes 25 seconds East 20.81 feet; thence North 57 degrees 19 minutes 08 seconds West 228.84 feet; thence North 08 degrees 07 minutes 56 seconds West 10.60 feet; thence North 31 degrees 36 minutes 46 seconds East 30.66 feet; thence North 52 degrees 51 minutes 31 seconds East 35.92 feet, to the north line of Lot 1, and there terminating.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

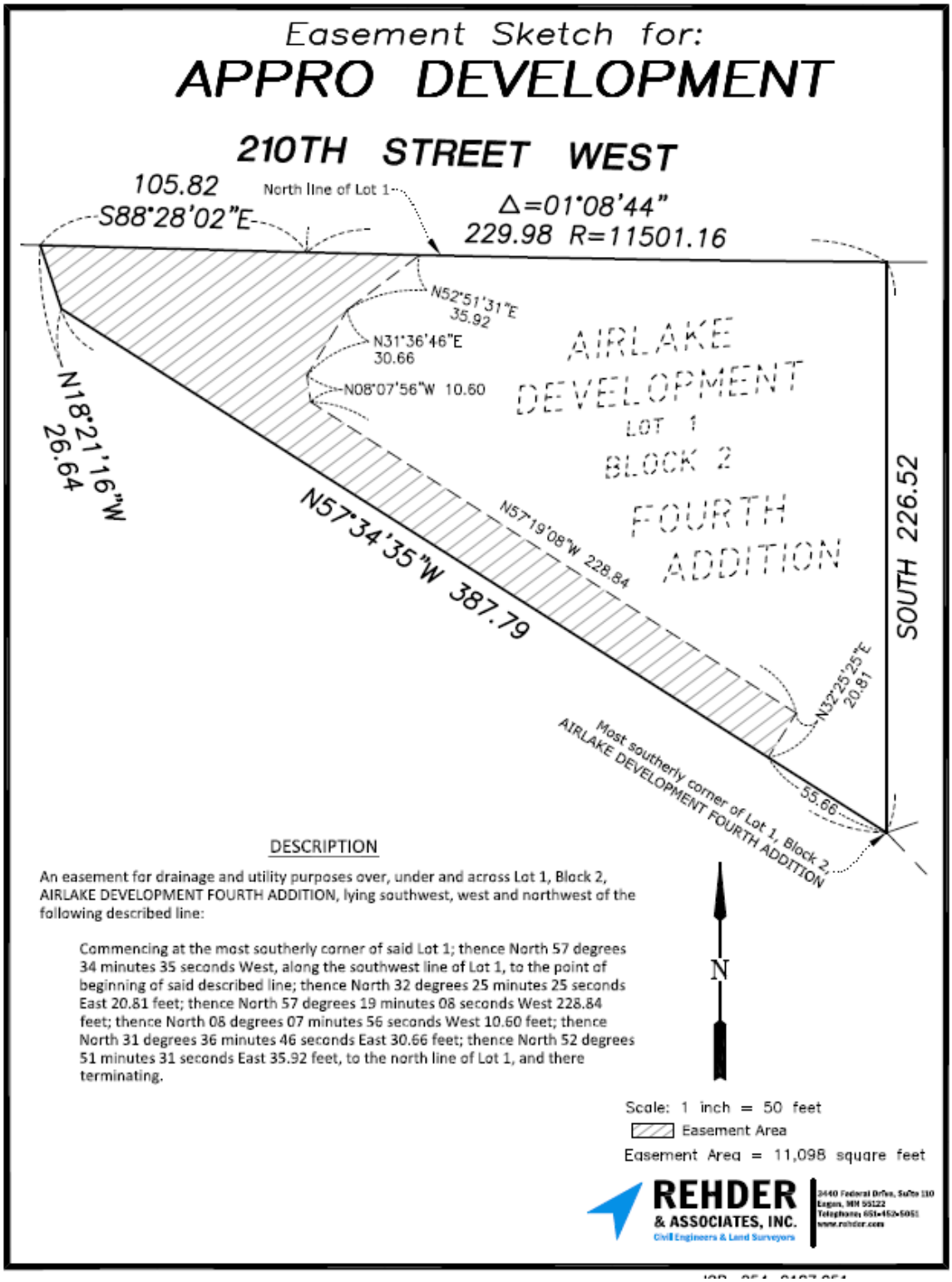


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.

2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.

3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.

4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.

5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.

2. Vegetation
    a. Maintain at least 80% surface area coverage of plants approved per plan.
    b. Removal of invasive plants and undesirable woody vegetation.
    c. Removal of dried, dead and diseased vegetation.
    d. Re-mulch void or disturbed/exposed areas.

3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.

3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

MORTGAGE HOLDER CONSENT
TO
STORMWATER MAINTENANCE AGREEMENT

LAKEVIEW BANK, a Minnesota banking corporation, which holds:

1. A Mortgage dated November 18, 2025, made and executed between Tyler R. Thomas, a single person, as Mortgagor, to and for the benefit of Lakeview Bank, a Minnesota banking corporation, as Mortgagee, filed December 15, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **3703954**;

And

2. Assignment of Rents dated November 18, 2025 made and executed between Tyler R. Thomas, a single person and Lakeview Bank, a Minnesota banking corporation filed December 15, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3703955**;

on the Subject Property the development of which is governed by the foregoing Stormwater Maintenance Agreement, agrees that the Stormwater Maintenance Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2026.

[*Remainder of page is intentionally left blank.*
Signature page follows.]

LAKEVIEW BANK

By: _____

_____ [print name]

Its: _____ [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of Lakeview Bank, a Minnesota banking corporation, on behalf of said entity.

_____
NOTARY PUBLIC

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

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, AICP, Community Development Director

From: Heather Botten, Senior Planner

Date: March 13, 2026

Subject: Tyler Thomas – Site Plan Review

Action Deadline: May 7, 2026 (120-days)

BACKGROUND

Tyler Thomas has submitted an application for site plan review. The applicant is proposing an approximate 9,000 square foot garage condo project on .95 acres. The property is located south of 210th Street and west of Heron Way. The property is zoned I-1, Light Industrial and guided for Industrial land uses in Planning District No. 6 of the 2040 Comprehensive Plan. Warehousing, including self-storage, is a permitted use in the I-1 District. A Site Improvement Agreement and Stormwater Agreement are required for the proposed development.

EXHIBITS:

A. Location Map
B. Zoning Map
C. Site Plan
D. Grading, Drainage, & Erosion Control Plan
E. Landscape Plan
F. Building Elevations

SITE PLAN ANALYSIS

The site plan proposes a 9,057 square foot garage condo/storage building on an existing platted lot. The property is currently vacant.

Building Setbacks. The minimum setback requirements in the I-1 district are as follows:

Front: 40 feet	Proposed: 40 feet
Rear: 30 feet	Proposed: 30 feet
Side: 10 feet	Proposed: 10 feet

The building setbacks meet the minimum requirements.

Parking/ Access. There is one shared access to 210th Street. City code requires commercial self-storage facilities to have three parking spaces plus 1 space per 100 units. The proposed plan demonstrates four spaces, complying with code requirements.

Grading, Drainage, and Utilities. Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by staff dated March 13, 2026. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the proposed use subject to the comments outlined in the engineering report.

Landscaping/Screening. Landscaping on the site includes trees near the infiltration basin on the northwest part of the property and a row of shrubs and plantings along the parking lot. A financial security will be required with the site plan agreement to guarantee installation of the approved landscaping.

Site Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. The light pole height may not exceed 35 feet for height and the fixture style is a downcast LED light to meet the ordinance requirements.

Mechanical Equipment. All rooftop and ground mounted mechanical equipment shall comply with Section 11-21-13 of city code. Screening materials must be aesthetically harmonious and compatible with the building.

RECOMMENDATION

Community Development Department staff have determined that proposed site plan complies with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the storage condo project to the following stipulation:

1. The developer shall enter into a site improvement agreement and stormwater maintenance agreement and comply with the stipulations and requirements listed in the Engineering Division memorandum dated March 13, 2025.

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Heather Botten, Senior Planner

From: Jon Nelson, Assistant City 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: March 13, 2026

Subject: Tyler Thomas – Garage Condos

- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Tyler Thomas has submitted a site plan application named Tyler Thomas – Garage Condos. The proposed site plan is located south of and adjacent to 210th Street, north of the west branch of South Creek, and west of Heron Way. This property was previously platted with Airlake Development 4th Addition and is zoned I-1 (Light Industrial).

The site plan proposes construction of one building and a parking lot on 0.94 acres.

The proposed development will be completed by:

Developer:	Tyler Thomas
Engineer/Surveyor:	Rehder & Associates, Inc.

SITE CONDITIONS

The site consists of undeveloped land and contains a shared driveway access on the east end. The site drains from the northeast to the southwest towards the west branch of South Creek.

STREET AND SUBDIVISION LAYOUT

210th Street
This site is located south of and adjacent to 210th Street, a major collector, as identified in the City's Transportation Plan. The site proposes utilizing an existing shared access from 210th Street.

Private Roads
Development includes the construction of privately owned and maintained roadway and parking lot.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from 210th Street.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within this site. The Park Dedication requirement was previously collected with the final plat of Airlake Development 4th Addition.

Development does not include the construction of public trails and sidewalks.

UTILITIES

SANITARY SEWER
The site is located within subdistricts SC-10260 of the South Creek Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development includes the construction of privately owned and maintained sanitary sewer service. The wastewater from the development will be conveyed via trunk sanitary sewer to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

The Sanitary Sewer Availability Charge was previously collected with the final plat of Airlake Development 4th Addition.

WATERMAIN
This site includes the construction of privately owned and maintained water service.

DRAINAGE AND GRADING

This site is located within subdistricts SC-183 of the South Creek stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development includes the construction of one stormwater management basin. Drainage will be directed to stormwater management basin to collect and treat the stormwater runoff generated from the site. The basin will outlet to the west branch of South Creek. The Developer shall sign a stormwater maintenance agreement for the stormwater system prior to recording of the site improvement performance agreement. The stormwater system shall provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements and is in compliance 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.

This site contains less than one acre of site disturbance, however is considered a part of common development greater than one acre. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

STORM SEWER

Tyler Thomas Garage Condos includes the construction of privately owned and maintained storm sewer systems. Storm sewer will be installed to collect and convey stormwater runoff generated from the lot to drain off site.

Draintile construction is required in areas of non-granular soils 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 was previously collected with the final plat of Airlake Development 4th Addition.

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0213E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA. The site is located immediately adjacent to an area categoriszed as Zone AE and falls within a SFHA. No grading or disturbance shall be permitted to take place within this area.

WETLANDS

There are no wetlands on the site. The site is located adjacent to South Creek and the developer will need to take special precautions to protect the stream from any impact from the project. Natural Area signs will be installed by the developer at 5 locations along the west property line.

TREE PRESERVATION

There are two existing trees within the site that are not proposed to be impacted with the development.

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the developer. Grading for the site can not start until a preconstruction meeting has been held with the City and all SWPPP comments have been addressed.

The MS4 Administration Fee has not been collected on the parent parcel and is due with the site plan.

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Tyler Thomas – Garage Condos. Construction costs are based upon a cost estimate submitted by the Developer's contractor on January 21, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer Connection	$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer	13,160.00
Grading, Erosion Control and Restoration	62,425.00
SUBTOTAL - CONSTRUCTION COSTS	$ 85,585.00

OTHER COSTS	
Developer's Design (3.0%)	$ 2,567.55
Developer's Construction Survey (2.5%)	2,139.63
City's Legal Expense (0.5%)	427.93
City Construction Observation (5.0%)	4,279.25

Developer's Record Drawing (0.5%)	427.93
Landscaping	12,272.00
Natural Area Signs	750.00
Lot Corners/Iron Monuments	100.00
SUBTOTAL - OTHER COSTS	$ 22,964.29
TOTAL PROJECT SECURITY	**$ 108,549.29**

The Developer shall post a security to ensure the final placement of iron monuments at property corners. The security is $100.00 per lot and outlot for a total of $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

The Developer shall submit the site plan 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 $2,567.55.

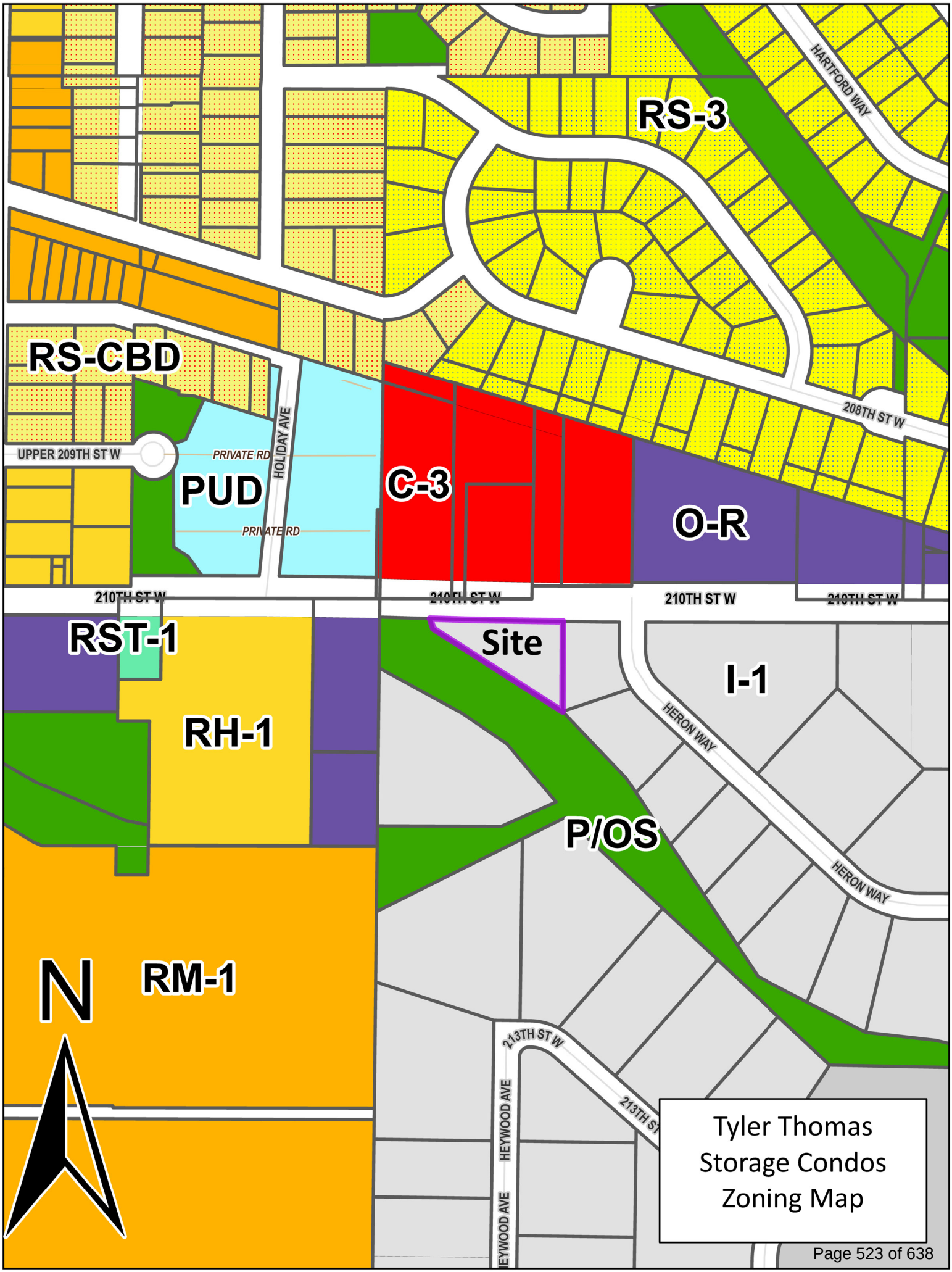
CASH REQUIREMENTS	
MS4 Administration Fee	$1,248.50
City Engineering Administration (3.00%)	2,567.55
TOTAL CASH REQUIREMENTS	$ 3,816.05

RECOMMENDATION

Engineering recommends approval of the site plan, grading and erosion control plan, and utility plan for Tyler Thomas – Garage Condos, subject to the requirements and stipulations within this report.



Tyler Thomas
Storage Condos
Location Map


RS-3
HARTFORD WAY
RS-CBD
208TH ST W
UPPER 209TH ST W
PRIVATE RD
HOLIDAY AVE
PUD
C-3
O-R
PRIVATE RD
210TH ST W
210TH ST W
210TH ST W
210TH ST W
RST-1
Site
I-1
RH-1
HERON WAY
P/OS
HERON WAY
N
RM-1
213TH ST W
HEYWOOD AVE
HEYWOOD AVE
Tyler Thomas
Storage Condos
Zoning Map

SITE INFORMATION:

TOTAL LOT AREA:
0.95 ACRES, 41,282 SF

ZONING:
I-1 LIGHT INDUSTRIAL DISTRICT

ZONING ORDINANCE USED:
CITY OF LAKEVILLE
CODE OF ORDINANCES - ON-LINE
DATE: 08-05-2024

BUILDING SETBACKS:

FRONT:	40 FEET MINIMUM AT 210TH ST W
SIDE/INTERIOR:	10 FEET MINIMUM
REAR:	30 FEET MINIMUM

PARKING SETBACKS:
15 FROM ANY PUBLIC OR PRIVATE ROAD. 5' FROM REAR OR SIDE INTERIOR PROPERTY LINE

SITE CONSTRAINTS:
MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE = N/A

PROPOSED BUILDING SIZE:

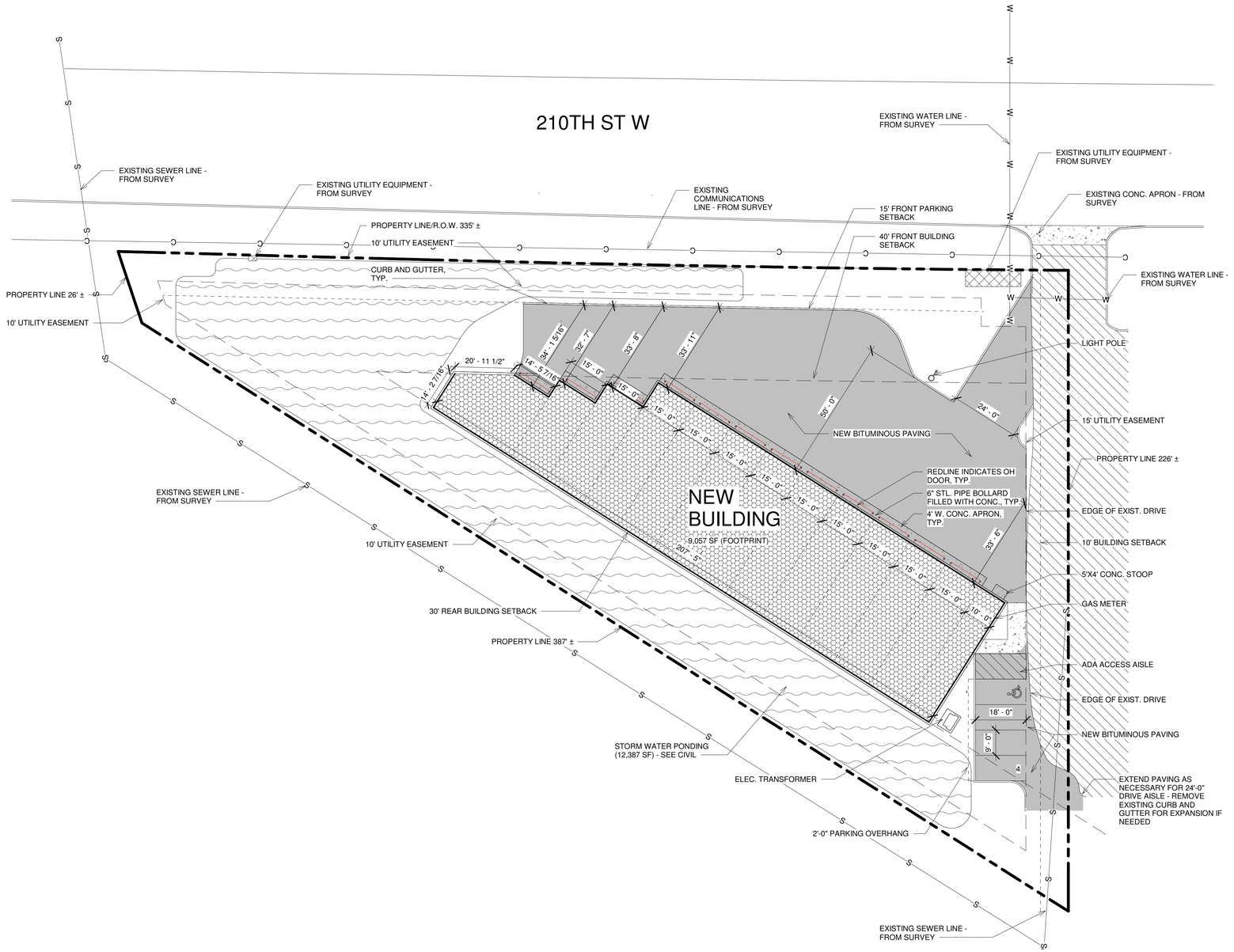
BUILDING "A":	9,057 SF
TOTAL:	9,057 SF

PARKING REQUIREMENTS:

REQUIRED PARKING STALL SIZE: 90 DEGREES, 9'-0" x 20'-0" (WITH 2' CURB OVERHANG ALLOWED, 24'-0" AISLE)

PARKING SUMMARY:
PROPOSED BUILDINGS:
SELF-STORAGE: 3 PLUS 1/100 UNITS = 12 UNITS = 4
TOTAL SF = 9,057 SF, TOTAL PARKING REQUIRED 4

TOTAL AMOUNT OF REQUIRED PARKING = 4 SPACES
AMOUNT OF PARKING SHOWN ONSITE = 4 ACTUAL SPACES (1 ACC.)
4 SPACES TOTAL



1 / A1-1 SITE PLAN
1" = 20'-0"

NORTH

20' 10' 0' 20'

APPRO DEVELOPMENT
design | build | develop

21476 GRENADA AVENUE
LAKEVILLE, MN 55044
PH: 952-469-2171
FAX: 952-469-2173
EMAIL: office@approdevelopment.com

Copyright © by APPRO Development. Inc

PRELIMINARY
NOT FOR CONSTRUCTION

No.	Description	Date

STORAGE CONDOS

8436 210TH ST
LAKEVILLE, MN 55044

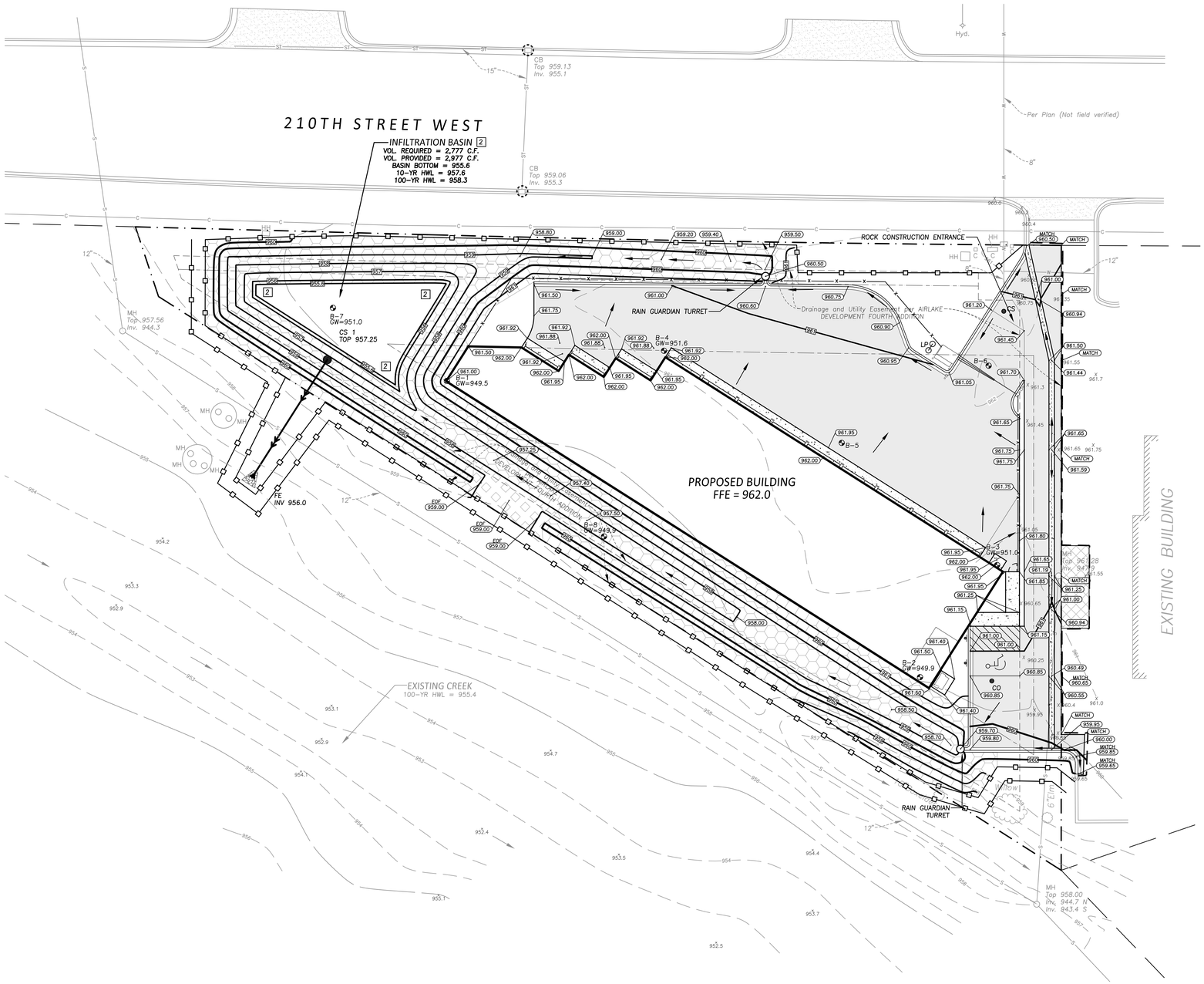
SITE PLAN

Project number	25-01-0080
Date	03/26/2026
Drawn by	NNR
Checked by	JAC

A1-1

Scale: As indicated

3/26/2026 11:11:19 AM



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LAKEVILLE STANDARD SPECIFICATIONS DATED FEBRUARY 2024 AND OTHER APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

1 – *All elevations shown are to final surfaces.*
2 – *Soil borings indicate Clayey Sands are expected to approximately the 956.0 elevation within the basin. All clayey soils within the basin bottom shall be removed and replaced with satisfactory soils per the specifications (GW, GP, GM, SW, SP & SM).*

EROSION CONTROL NOTES

1 – *All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.*
2 – *Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.*
3 – *Each area disturbed by construction shall be restored per the specifications within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.*
4 – *Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.*
5 – *The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.*
6 – *All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.*
7 – *Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.*
8 – *Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture Oats(O) @ 100 lbs/acre and mulch shall be MNDOT Type 1.*
9 – *Winter temporary turf establishment shall be MNDOT Seed Mixture Winter Wheat (WW) @ 100 lbs/acre and mulch shall be MNDOT Type 1.*
10 – *All disturbed areas outside of the basin shall be restored with commercial turf establishment, MNDOT seed Mixture Southern Boulevard (SB) @ 160 lbs/acre, fertilizer shall be 10-10-10(NPK) commercial grade, and mulch shall be MNDOT Type 1.*
11 – *The proposed erosion and sediment control practices are the minimum. Additional practices may be required during the coarse of construction.*

LEGEND

- PROPOSED CURB STOP & BOX
- PROPOSED CLEANOUT
- PROPOSED STORM SEWER STRUCTURE
- PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONTOUR (1050)
- PROPOSED ELEVATION (1023.54)
- SILT FENCE
- BIO-LOGS
- INLET PROTECTION DEVICE
- PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885)
- PROPOSED TRM BLANKET CATEGORY 72 (MNDOT 3885)
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- DRAINAGE ARROW
- EXISTING WATERMAIN (W)
- EXISTING SANITARY SEWER (S)
- EXISTING STORM SEWER (ST)
- EXISTING BURIED GAS LINE (G)
- EXISTING BURIED ELECTRIC LINE (E)
- EXISTING BURIED TELEPHONE LINE (T)
- EXISTING BURIED TELEVISION LINE (TV)
- EXISTING CONTOUR (980)
- EXISTING ELEVATION (x 995.50)

N

0 10 20 40 60
Scale in Feet

CONTROL DEVICE OPERATION SCHEDULE

ITEM	INSTALLATION	REMOVAL
SILT FENCE	PRIOR TO ANY CONSTRUCTION	AFTER TRIBUTARY DRAINAGE AREA HAS BEEN RESTORED
ROCK ENTRANCE	PART OF INITIAL GRADING	WHEN ROADWAY PAVING OPERATIONS BEGIN
INLET PROTECTION	SAME DAY STRUCTURE IS CONSTRUCTED	WHEN TRIBUTARY AREA IS PAVED

NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

EROSION PREVENTION & SEDIMENT CONTROL BMP'S

ITEM	QUANTITY
SILT FENCE	1350 L.F.
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"-2" WASHED ROCK
INLET PROTECTION (POST-CASTING)	2 DEVICES
EROSION CONTROL TRM (CAT. 72)	410 S.F.
EROSION CONTROL BLANKET (CAT. 20)	13,300 S.F.
SEDIMENT LOGS	250 L.F.

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Phone: 651-452-5051
www.rehder.com

PROJECT NO.: 251-2187.057 DRAWING FILE: 2187057.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Benjamin J. Quaas Date 3-9-26
Name Benjamin J. Quaas Reg. No. 59732

Issued

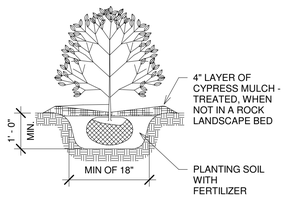
CITY SUBMITTAL	1-7-26
ADDRESS CITY COMMENTS	2-13-26
ADDRESS CITY COMMENTS	3-9-26

GRADING, DRAINAGE & EROSION CONTROL PLAN
AIRLAKE STORAGE CONDOS
CITY OF LAKEVILLE

SHEET NUMBER
C3

PLANT MATERIAL LEGEND

SYM.	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE/ROOT	REMARKS
A	3	STREETSPIRE OAK	QUERCUS X BIMUNCLORUM 'JFS-KW1QX'	2" DIA. BALLED AND BURLAPPED	
B	3	BRANDYWINE MAPLE	ACER RUBRUM 'BRANDYWINE'	#10 CONTAINER	
C	6	HAKURO NISHIKI TREE	SALIX INTEGRA 'HAKURO NISHIKI'	#7 CONTAINER	
D	1	EXISTING WILLOW TREE	-	10" DIAMETER - MEASURED ON SITE	
E	59	GREEN MOUND CURRANT	RIBES ALPINUM 'GREEN MOUND'	#5 CONTAINER	



NOTE:

TURN BACKTHE TOP PORTION OF THE BURLAP TO HALF THE DEPTH OF ROOT BALL AND REMOVE ANY NAILS WITHIN THIS AREA.

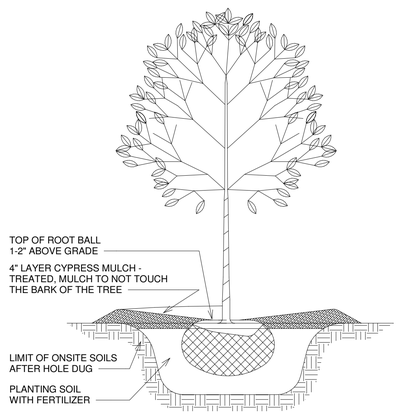
SHRUBS USED AS VISUAL BUFFERS NEAR PARKING LOTS SHALL BE A MAXIMUM OF 3' IN HEIGHT.

SHRUBS SHALL BE INSTALLED AT A MINIMUM OF 12-18" IN HEIGHT.

REMOVE ANY PLASTIC OR WIRE BASKETS AROUND THE ROOT BALL.

SCARIFY THE BOWL SURFACES FOR EASY ROOT PENETRATION.

3 A1-2 SHRUB PLANTING DETAIL
1/2" = 1'-0"



NOTE:
TURN BACK THE TOP PORTION OF THE BURLAP TO HALF THE DEPTH OF ROOT BALL AND REMOVE ANY NAILS WITHIN THIS AREA.

PLANT TREE WHERE THE FIRST ROOTS FLARE OUT FROM THE TRUNK.

REMOVE ANY PLASTIC OR WIRE BASKETS FROM AROUND THE ROOT BALL.

SCARIFY THE BOWL SUFACE FOR EASY ROOT PENETRATION.

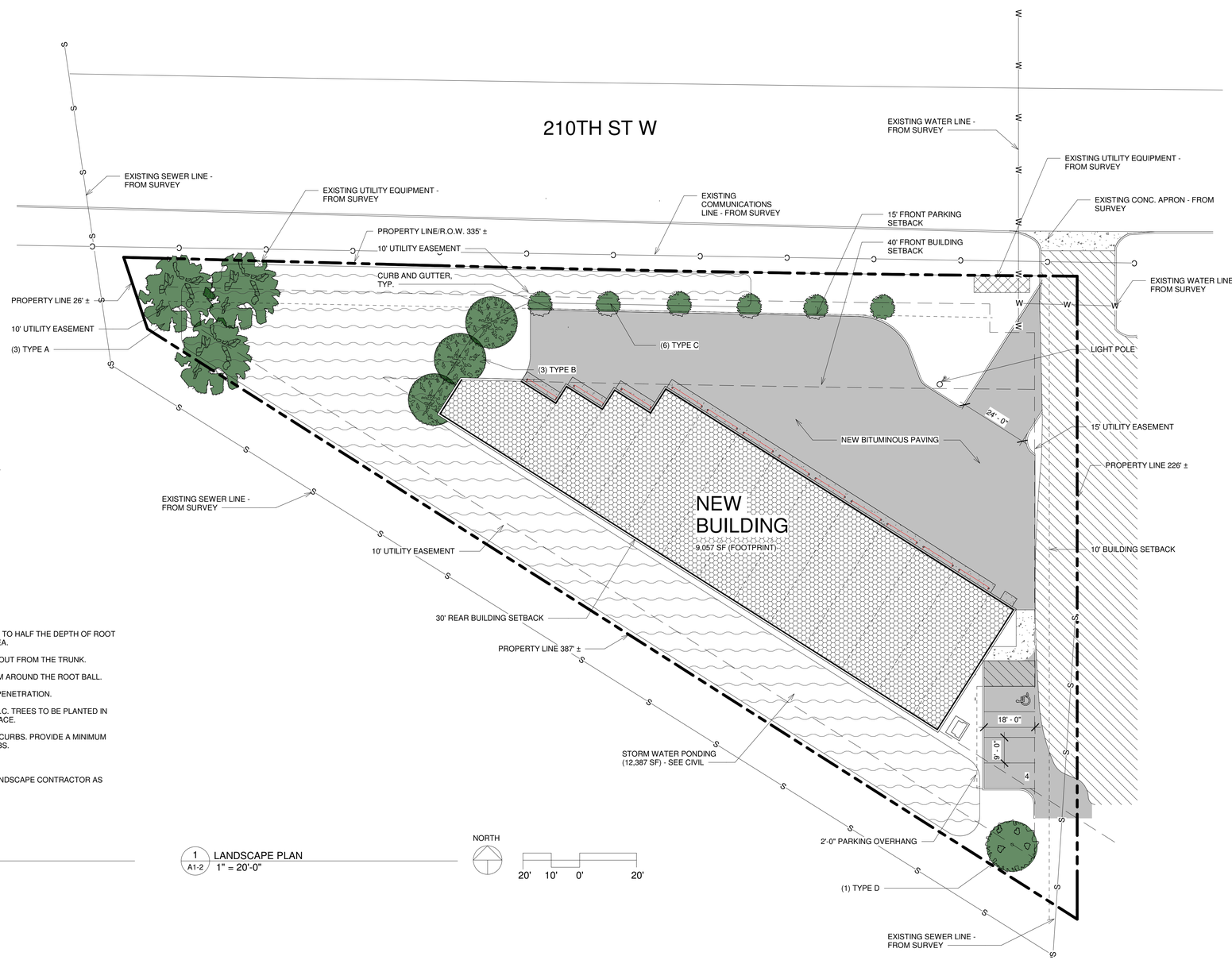
BOULEVARD TREES TO BE PLANTED AT 40'-0" O.C. TREES TO BE PLANTED IN ACCORDANCE WITH CITY'S LANDSCAPE ORDINACE.

SEE SITE PLAN FOR LOCATION OF WALKS AND CURBS. PROVIDE A MINIMUM SEPARATION OF 3' FROM ALL WALKS AND CURBS.

DO NO CUT LEADERS OF THE TREE.

STAKING OF TREES SHALL BE DONE BY THE LANDSCAPE CONTRACTOR AS NEEDED.

4 A1-2 TREE DETAIL -DECIDUOUS
1/2" = 1'-0"



1 A1-2 LANDSCAPE PLAN
1" = 20'-0"

NORTH
20' 10' 0' 20'

APPRO DEVELOPMENT
design | build | develop
21476 GRENADA AVENUE
LAKEVILLE, MN 55044
PH: 952-469-2171
FAX: 952-469-2173
EMAIL: office@approdevelopment.com

Copyright © by APPRO Development. Inc

PRELIMINARY
NOT FOR CONSTRUCTION

No.	Description	Date

STORAGE CONDOS

8436 210TH ST
LAKEVILLE, MN 55044

LANDSCAPE PLAN

Project number	25-01-0080
Date	03/26/2026
Drawn by	NNR
Checked by	JAC

A1-2

Scale	As indicated

3/26/2026 11:11:20 AM

Date: 4/6/2026

Dodd Commons Final Plat

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution approving the Dodd Commons final plat.

Overview
The City of Lakeville has prepared plans for a final plat for Dodd Commons, which proposes one lot for the construction of a new fire station and three outlots on 23.36 acres located north of 179th Street (CSAH 9), south of Dodd Boulevard, and east of Granby Lane. The City Council approved the preliminary plat, a conditional use permit for a building in excess of 35 feet within the C-3, General Commercial District and the vacation of road right of way and roadway, drainage, and utility easements at the March 16 meeting.

Supporting Information
1. Final Plat Resolution
2. March 10, 2026 Planning and Engineering memos

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
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 DODD COMMONS FINAL PLAT

WHEREAS, the owner of the property described as **DODD COMMONS** 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. The **DODD COMMONS** final plat is approved.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
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 6th day of April 2026.

CITY OF LAKEVILLE

_____

Luke M. Hellier, Mayor

ATTEST:

_____

Ann Orlofsky, 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 **6th** day of **April 2026** as shown by the minutes of said meeting in my possession.

_____

Ann Orlofsky
City Clerk

(SEAL)

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

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director

From: Kris Jenson, Planning Manager

Date: March 10, 2026

Subject: Dodd Commons Final Plat

INTRODUCTION

Dodd Commons is the final plat to create a parcel for a new fire station as well as a future development parcel. The property is located north of 179th Street (CSAH 9), west of Cedar Avenue (CSAH 23), and south of Dodd Boulevard. The preliminary plat was approved by the City Council on March 16, 2026. The lot, block and street design of the Dodd Commons 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. Final Plat
C. Preliminary Plat

PLANNING ANALYSIS

Existing Conditions. The Dodd Commons final plat area consists of three parcels. One metes and bounds parcel was purchased by the City last year while the other, which will be created by an administrative lot split of property from the Central Maintenance Facility, is the site of the water tower. The third parcel is an outlot from the Summers Creek subdivision.

Zoning. The zoning of the south parcel (water tower site) is zoned P/OS, Public and Open Space District while the northern two parcels are zoned C-3, General Commercial District.

Lot Area and Width. Lot 1, Block 1 meets the minimum lot area and width of the C-3, General Commercial District, as shown in the table below.

	Minimum	Proposed
Lot Area	20,000 SF	163,424 SF
Lot Width	100 feet	356 feet

Outlots. There are three outlots proposed with the Dodd Commons final plat.

Outlot A is 1.40 acres in area and will be retained by the City for stormwater purposes.

Outlot B is 1.69 acres in area and will be retained by the City as the water tower site.

Outlot C is 9.67 acres in area and will be retained by the City for future development.

Access. Lot 1, Block 1, Dodd Commons will have access from Dodd Boulevard at the north, Granby Lane to the west, and Godwin Place to the east. Outlot B will retain access from Granby Lane and access to Outlot C will be determined at the time of development.

Streets & Right-of-Way. Dodd Commons is adjacent to and will include the construction of the following streets:

Cedar Avenue (CSAH 23) is a minor arterial highway located east of and adjacent to the Dodd Commons final plat at the southeast corner of the plat. The City is dedicating 0.47 acres of right of way per the Dakota County Plat Needs Map.

179th Street (CSAH 9) is a minor arterial highway located south of and adjacent to the Dodd Commons final plat. The City is dedicating 6.4 acres of right of way per the Dakota County Plat Needs Map. There will be no connection to 179th Street with the Dodd Commons plat.

Dodd Boulevard is located north of the plat boundary and is identified as a major collector. It was reconstructed by Dakota County in 2023, in partnership with the City.

Granby Lane is west of the Dodd Commons final plat and is an existing local street. Egress from the fire station for fire trucks and other equipment will be to Granby Lane.

Godwin Place will be a local 32-foot-wide street within a 60-foot right of way. A five-foot-wide sidewalk will be constructed on the east side of the street. Godwin Place will be extended in the future with the development of Outlot C.

Dakota County Plat Commission. The Dodd Commons preliminary and final plat was reviewed at the Plat Commission's February 11, 2026 meeting, where the Dodd Commons plat was recommended for approval.

Trails. Trails currently exist along the north side of 179th Street and the east side of Granby Lane, adjacent to the plat boundary. A trail will be constructed on the south side of Dodd Boulevard, between Granby Lane and Godwin Place. The trail will be extended east to connect with the existing trail on the south side of Dodd Boulevard at the time Outlot C is platted into lots and blocks.

Park Dedication. The City's Parks Trails and Open Space Plan does not identify a future neighborhood park within the Dodd Commons plat boundary and park dedication requirements have not been satisfied on the parent parcels. Outlot C will be required to pay park dedication fees at the time it is platted into lots and blocks.

Tree Preservation. All trees on the site are proposed to be removed with grading and site preparation activities. The submitted tree preservation plan must be updated to categorize the trees on site to confirm the removal threshold and required inches of tree replacement on site.

Wetlands. A wetland delineation was completed for the site and reviewed by City Staff. No wetlands were identified on the site.

Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the March 10, 2026 Engineering memo.

RECOMMENDATION

The Dodd Commons 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 Dodd Commons final plat subject to the recommendations listed in the March 10, 2026 Engineering memo.



City of Lakeville
Site Location Map
Dodd Commons
Final Plat

EXHIBIT A

DODD COMMONS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Lakeville, a Minnesota municipal corporation under the laws of Minnesota, owner of the following described property situated in the County of Rice and State of Minnesota, to wit:

That part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 114 North, Range 20 West, Dakota County, Minnesota, lying and being south of Dodd Boulevard (Dakota County Highway No. 9) as originally constructed according to Dakota County Road Right of Way Map No. 67. Excepting therefrom that part of the Northeast Quarter of the Southeast Quarter of said Section 9 described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 9, said point being in the center of Dodd Boulevard (Dakota County Highway No. 9) as originally constructed; thence Southerly on the east line of said Northeast Quarter of the Southeast Quarter a distance of 1304.36 feet to the north line of the south 12.00 feet of said Northeast Quarter of the Southeast Quarter; thence westerly on the north line of said south 12.00 feet of the Northeast Quarter of the Southeast Quarter a distance of 554.00 feet; thence Northerly, parallel with the East line of said Northeast Quarter of the Southeast Quarter a distance of 910.63 feet to the original centerline of Dodd Boulevard (County Highway No. 9 according to Dakota County Road Right of Way Map no. 67); thence Northeasterly on the original centerline of said Dodd Boulevard (County Highway no. 9) according to said Map No. 67, a distance of 674.82 feet to the point of beginning.

Excepting that part conveyed in Document Numbers 1624609 and 1624610 lying North of Dodd Road.

Further excepting the south 12 feet of the east 554.00 feet of the NE 1/4 of the SE 1/4 of Section 9, Township 114 North, Range 20 West, Dakota County, Minnesota. The said 554.00 feet being measured in a line parallel with the south line of said NE 1/4 of the SE 1/4 and conveyed in Document Number 1221220.

AND

Outlot G, Summers Creek, Dakota County, Minnesota.

AND

That part of the Southeast Quarter of the Southeast Quarter of Section 9, Township 114, Range 20, lying northerly of the southerly line of DAKOTA COUNTY RIGHT OF WAY MAP NO. 490, on file and of record in the office of the County Recorder, all in Dakota County, Minnesota.

Has caused the same to be surveyed and platted as DODD COMMONS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as create by this plat.

In witness whereof said City of Lakeville, a Minnesota municipal corporation under the laws of Minnesota, has caused these presents to be signed by its proper officers this _____ day of _____, 2026.

City of Lakeville

By _____, its Mayor
Luke Hellier

By _____, its Clerk
Ann Orlofsky

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Luke Hellier, Mayor and Ann Orlofsky, Clerk of the City of Lakeville, a Minnesota municipal corporation under the laws of Minnesota, on behalf of the corporation.

_____
Signature

_____
Printed Name

Notary Public, _____ County

My Commission Expires on _____

I, Matthew M. Bomstad, 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 _____, 2026

_____
Matthew M. Bomstad, Licensed Land Surveyor
Minnesota License No. 57991

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Matthew M. Bomstad.

_____
Signature

_____
Printed Name

Notary Public, _____ County

My Commission Expires on _____

CITY COUNCIL, CITY OF LAKEVILLE, MINNESOTA

We do hereby certify that on _____ day of _____, 2026, the City Council of Lakeville, Minnesota approved this plat by resolution and is in compliance with the provisions of Minnesota Statutes Section 505.03, Subdivision 2.

_____ Mayor
Luke Hellier

_____ City Clerk
Ann Orlofsky

DAKOTA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2026.

_____
Todd B. Tollefson - Dakota County Surveyor

BOARD OF COUNTY COMMISSIONERS, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on _____ day of _____, 2026 the Board of Commissioners of Dakota County, Minnesota approved this plat of DODD COMMONS 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.

_____, Chair, County Board

_____, County Treasurer-Auditor

DAKOTA COUNTY PROPERTY TAXATION & RECORDS

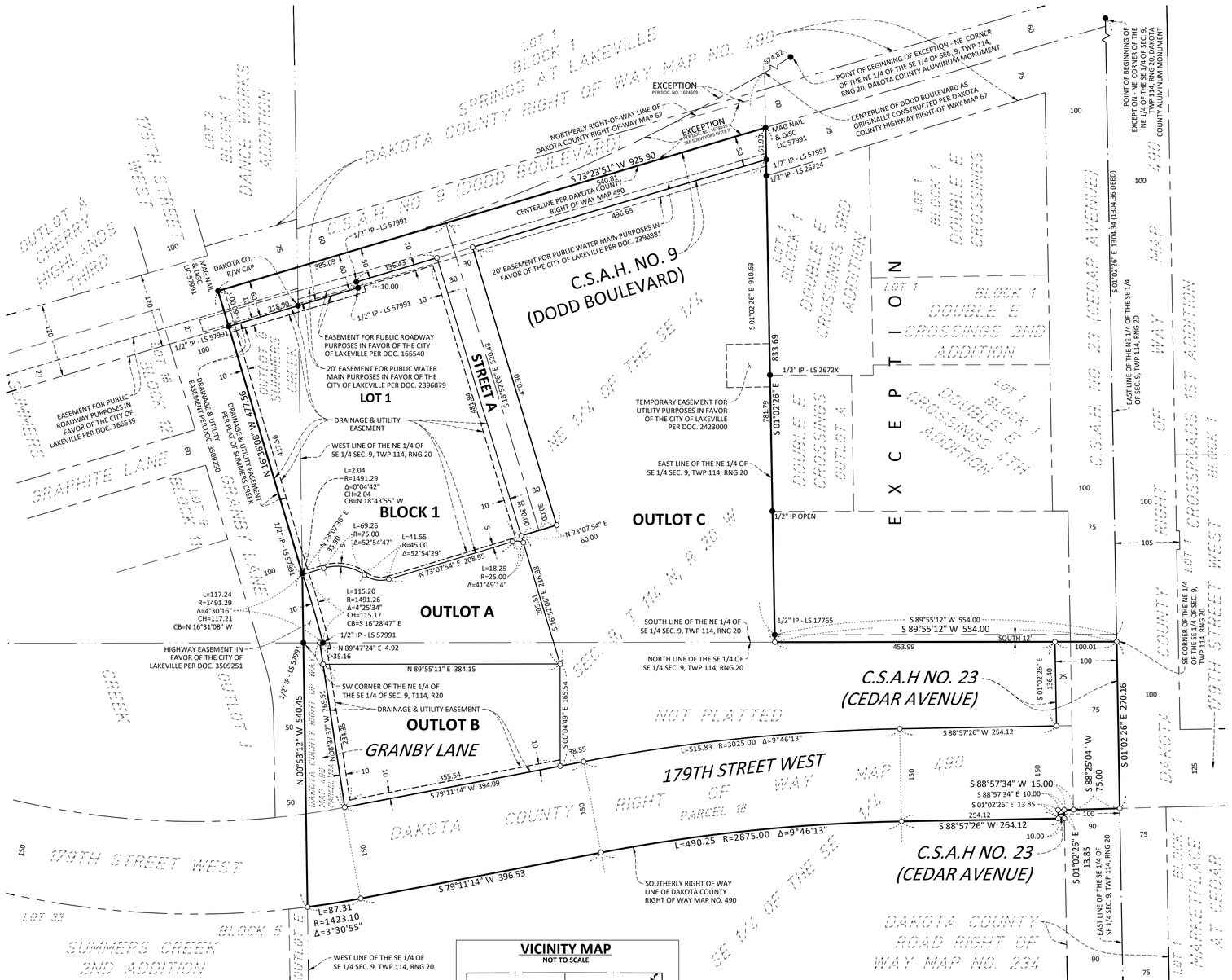
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2026 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2026.

_____
Amy Koethe - Property Taxation & Records Director

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of DODD COMMONS was recorded in the office of the County Recorder for public record on this _____ day of _____, 2026, at _____ o'clock _____.M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

_____
Amy Koethe - County Recorder

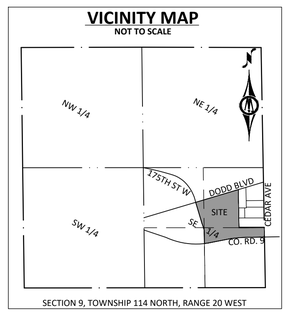


LEGEND

- 1/2 INCH IRON PIPE MONUMENT SET MARKED BY LICENSE NO. 57991
- DENOTES FOUND MONUMENT (TYPE AS NOTED)

VICINITY MAP

NOT TO SCALE



SECTION 9, TOWNSHIP 114 NORTH, RANGE 20 WEST

EXHIBIT B

BEARING NOTE

ORIENTATION OF THE BEARING SYSTEM USED FOR THIS SURVEY IS BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 114, RANGE 20, WHICH IS ASSUMED TO BEAR NORTH 89 DEGREES 55 MINUTES 11 SECONDS EAST.

0 100 200
SCALE IN FEET

THIS PLAT PREPARED BY BOLTON & MENK, INC.

PRELIMINARY PLAT OF: DODD COMMONS

LEGAL DESCRIPTION

The following was provided in Land Title Inc., Old Republic Title Insurance Company Commitment Number: 714506, Commitment Date: May 19, 2025, at 7:00 a.m., Schedule A.

That part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 114 North, Range 20 West, Dakota County, Minnesota, lying and being south of Dodd Boulevard (Dakota County Highway No. 9) as originally constructed according to Dakota County Road Right of Way Map No. 67. Excepting therefrom that part of the Northeast Quarter of the Southeast Quarter of said Section 9 described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 9, said point being in the center of Dodd Boulevard (Dakota County Highway No. 9) as originally constructed; thence Southerly on the east line of said Northeast Quarter of the Southeast Quarter a distance of 1304.36 feet to the north line of the south 12.00 feet of said Northeast Quarter of the Southeast Quarter; thence westerly on the north line of said south 12.00 feet of the Northeast Quarter of the Southeast Quarter a distance of 554.00 feet; thence Northerly, parallel with the East line of said Northeast Quarter of the Southeast Quarter a distance of 910.63 feet to the original centerline of Dodd Boulevard (County Highway No. 9 according to Dakota County Road Right of Way Map no. 67); thence Northeasterly on the original centerline of said Dodd Boulevard (County Highway no. 9) according to said Map No. 67, a distance of 674.82 feet to the point of beginning.

Excepting that part conveyed in Document Numbers 1624609 and 1624610 lying North of Dodd Road.

Further excepting the south 12 feet of the east 554.00 feet of the NE 1/4 of the SE 1/4 of Section 9, Township 114 North, Range 20 West, Dakota County, Minnesota. The said 554.00 feet being measured in a line parallel with the south line of said NE 1/4 of the SE 1/4 and conveyed in Document Number 1221220.

AND

Outlot G, Summers Creek, Dakota County, Minnesota.

AND

That part of the Southeast Quarter of the Southeast Quarter of Section 9, Township 114, Range 20, lying northerly of the southerly line of DAKOTA COUNTY RIGHT OF WAY MAP NO. 490, on file and of record in the office of the County Recorder, all in Dakota County, Minnesota.

SURVEYORS NOTES

1. Dakota County Coordinate system NAD83(1986adj), NAVD 88 vertical datum.
2. Field survey was completed on November 11th, 2025.
4. Distances are in US Survey feet.
5. Contours are at 1 foot intervals
6. Surveyed property is Abstract.

OWNER

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

SURVEYOR

Bolton and Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

LOT AREAS:

TOTAL AREA: 1,017,344 SQ. FT. (23.355 AC.)
LOT 1, BLOCK 1: 163,424 SQ. FT. (3.752 AC.)
OUTLOT A: 60,874 SQ. FT. (1.397 AC.)
OUTLOT B: 73,428 SQ. FT. (1.686 AC.)
OUTLOT C: 421,029 SQ. FT. (9.665 AC.)
RIGHT-OF-WAY: 298,589 SQ. FT. (6.855 AC.)

ZONING:

Current zoning classification for subject property:
Part lying within NE1/4 of SE1/4, Sec. 9, Twp. 114, Rge. 20
- C-3 (General Commercial District)
Part lying within SE1/4 of SE1/4, Sec. 9, Twp. 114, Rge. 20
- P/OS (Public and Open Space District)
Proposed zoning classification for subject property:
- C-3 (General Commercial District)

REQUIREMENTS/SETBACKS:

C-3 Minimum Area/Distance Requirements:
Minimum Lot Area - 1 Acre
Minimum Lot width - 100 ft.

C-3 Principal Structure Setbacks:
Front & Side (Street) - 30 ft. (CUP - 35 ft.)
Side & Rear - 20 ft. (CUP - 10 ft.)

C-3 Parking Setbacks:
Front & Side (Street) - 15 ft.
Side & Rear - 5 ft.

C-3 Building Height - 65 ft.

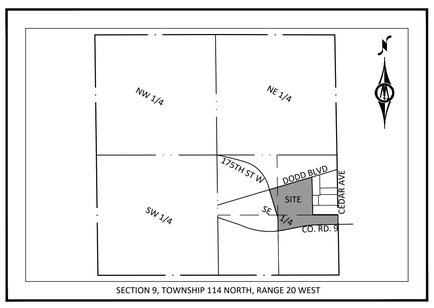
P-OS Minimum Area/Distance Requirements:
Minimum Lot Area - 20,000 sq. ft.
Minimum Lot width - 100 ft.

P-OS Principal Structure Setbacks:
Front & Side (Street) - 30 ft.
Side & Rear - 10 ft.

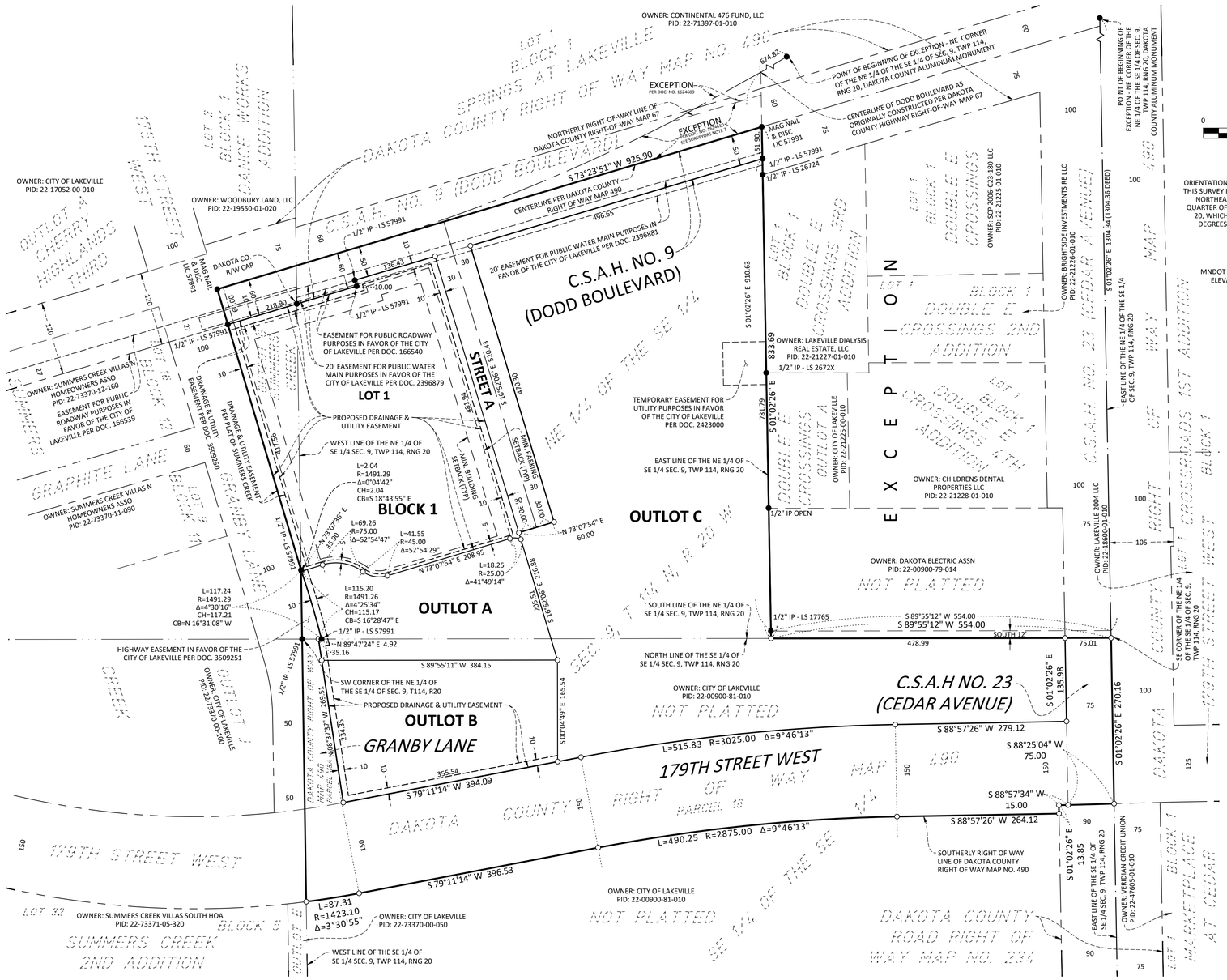
P-OS Parking Setbacks:
Front & Side (Street) - 15 ft.
Side & Rear - 5 ft.

P-OS Building Height- None

VICINITY MAP



SECTION 9, TOWNSHIP 114 NORTH, RANGE 20 WEST



BEARING NOTE

ORIENTATION OF THE BEARING SYSTEM USED FOR THIS SURVEY IS BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 114, RANGE 20, WHICH IS ASSUMED TO BEAR NORTH 89 DEGREES 55 MINUTES 11 SECONDS EAST.

BENCHMARK

MNDOT GEODETIC MONUMENT 6602 V
ELEVATION = 1081.225 (NAVD88)

SURVEYOR'S CERTIFICATION

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

Matthew M. Bomstad
License Number 57991

01/28/2026
Date

EXHIBIT C

PRELIMINARY PLAT
LAKEVILLE, MINNESOTA

BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MN 55337
(952) 890-0509

THAT PART OF THE NE 1/4 OF THE SE 1/4 & THE SE 1/4 OF THE SE 1/4 OF SECTION 9, SECTION 9, TOWNSHIP 114 N, RRANGE. 20 W. DAKOTA COUNTY, MN

FOR: CITY OF LAKEVILLE

©Bolton & Menk, Inc. 2026, All Rights Reserved

H:\LAKV\25X139279000\CAD\C3D\139279V_PLTP_01.dwg 1/28/2026 2:47 PM

JOB NUMBER: 25X.139279 FIELD BOOK: N/A DRAWN BY: MMB

S09-T114-R20-41,44

SHEET 1 OF 2 SHEETS

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
Zach Jorgensen, City Forester

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: March 10, 2026

Subject: Dodd Commons

- Final Plat
- Grading and Erosion Control Plan
- Utility Plan
- Tree Preservation

BACKGROUND

The City of Lakeville submitted a final plat named Dodd Commons. This is the first and final phase of the Dodd Commons preliminary plat approved by the City Council on March 16, 2026. The proposed subdivision is located north of and adjacent to 179th Street (CSAH 9), west of and adjacent to Cedar Avenue (CSAH 23), south of and adjacent to Dodd Boulevard, and east of and adjacent to Granby Lane. The parent parcels consist of two metes and bounds parcels (PID Nos. 22-73370-00-070 and 22-00900-79-011) and Outlot G, Summers Creek. The parcel split from the Central Maintenance Facility is zoned Public & Open Space (P/OS). The remaining parcels are zoned C-3, General Commercial District.

The final plat consists of one lot and three outlots on 23.36 acres. The City is dedicating 6.40 acres for 179th Street right-of-way (CSAH 9) and 0.47 acres for Cedar Avenue (CSAH 23) right-of-way. The outlots created with the final plat have the following uses:

Outlot A: Stormwater management; retained by City (1.40 acres)
Outlot B: Existing water tower site; retained by City (1.69 acres)
Outlot C: Future development; retained by the City (9.67 acres)

The development will be completed by:

Developer: City of Lakeville
Engineer/Surveyor: Larson Engineering/Bolton & Menk

SITE CONDITIONS

The Dodd Commons site is largely undeveloped, with sloping topography from north to south. A former farmstead occupied the area; all buildings, wells, septic system components and related improvements were removed under City Project No. 25-18 (demolition completed November 2025). A City water tower sits on the south portion.

EASEMENTS & EASEMENT VACATIONS

Existing easements on the parent parcels will be vacated and re-established through the final plat to match new lot and outlot boundaries.

- Drainage and Utility easements; in favor of the City of Lakeville (Outlot G, Summers Creek).
- Roadway easement; in favor of the City of Lakeville (Doc. No. 1663539).
- Roadway easement; in favor of the City of Lakeville (Doc. No. 1663540).
- Utility easement; in favor of the City of Lakeville (Doc. No. 2396879).
- Utility easement; in favor of the City of Lakeville (Doc. No. 2396881).
- Highway easement; in favor of the City of Lakeville (Doc. No. 3509251).

STREET AND SUBDIVISION LAYOUT

179th Street (CSAH 9)

Dodd Commons is located north of and adjacent to 179th Street (CSAH 9), a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The City is dedicating 6.40 acres for right-of-way over the area currently encumbered by an easement. The preliminary and final plat was approved by the Dakota County Plat Commission at their February 11, 2026 meeting.

179th Street is a four-lane divided urban highway that was constructed by the County in 2023 (City Project 23-04) in partnership with the City. There is no planned access to 179th Street and there is no construction improvements proposed with the plat.

Cedar Avenue (CSAH 23)

Dodd Commons is located west of and adjacent to Cedar Avenue (CSAH 23), a Dakota County highway classified as a principal arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 100 feet. The City is dedicating 0.47 acres for right-of-

way over the area currently encumbered by an easement. The preliminary and final plat was approved by the Dakota County Plat Commission at their February 11, 2026 meeting.

Cedar Avenue is a four-lane divided urban highway. There is no planned access to Cedar Avenue and there is no construction improvements proposed with the plat.

The plat east of and adjacent to Dodd Commons (Double E Crossings), includes a temporary right-in/right-out access along CSAH 23. The access will be removed upon the occurrence of any of the following:

- When access is provided to the site from a connection to 179th Street (CSAH 9).
- If development of the adjacent parcel to the west occurs without connection to 179th Street.
- At the direction of the Dakota County Board of Commissioners when traffic or safety conditions warrant.

Access and connection will be addressed when Outlot C develops into lots and blocks.

Local Roads (Dodd Boulevard and Granby Lane)

Dodd Commons is located south of and adjacent to Dodd Boulevard, a City roadway classified as a major collector. Dodd Boulevard is a two-lane divided urban highway that was constructed by the County in 2023 (City Project 23-04) in partnership with the City. There are two planned accesses to Dodd Boulevard, but no other construction improvements proposed with the plat.

Dodd Commons is located east of and adjacent to Granby Lane, a City roadway classified as a minor collector. Granby Lane is a two-lane undivided urban road that was constructed by the County in 2023 (City Project 23-04) in partnership with the City. There is one planned access to Granby Lane, but no other construction improvements proposed with the plat.

Any proposed modifications to curb, pavement, boulevard, sidewalk, or other improvements within the public right-of-way shall be reviewed and approved with final construction plans.

Godwin Place

Development of Dodd Commons includes the construction of Godwin Place. Godwin Place is designed as 32-foot-wide urban roadway with a sidewalk along one side, within 60-foot right-of-way. The street is designed to provide safe and logical access with the future development of Outlot C. Godwin Place will be extended in the future when Outlot C develops into lots and blocks.

SITE PLAN

Lot 1 includes the construction of Fire Station 2. The parking area is adequately sized to allow circulation in and out of the site and complies with fire access requirements. Driveway connections to Dodd Boulevard, Granby Lane and Godwin Place provide access to the parking area.

Outlot B contains an existing water tower. An existing driveway connection to Granby Lane provides access to the water tower. A future connection to Godwin Place is anticipated when Outlot C develops into lots and blocks.

CONSTRUCTION ACCESS

There will be one gravel access entrance for construction vehicles. Staging areas will be confined to Lot 1 and approved Outlot areas. Construction entrances shall be stabilized with gravel or temporary pavement to minimize sediment tracking onto public roads. Any temporary closures, traffic control, or maintenance of County/City roads shall comply with Dakota County and Lakeville standards and permits.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails, and Open Space Plan does not identify and park requirements within the Dodd Commons plat. The Park Dedication requirement has not been collected on the parent parcels and is required at the time Outlot C is platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

Development of Dodd Commons includes the construction of public sidewalks and trails. A trail will be constructed along the north side of Lot 1, between Granby Lane and Godwin Place. The trail will be extended east in the future when Outlot C develops into lots and blocks. A sidewalk will be constructed and connect Fire Station 2 to Dodd Boulevard. The sidewalk will be extended south, along the east side of Godwin Place, when Outlot C develops into lots and blocks.

UTILITIES

SANITARY SEWER

Dodd Commons is located primarily within subdistrict NC-20685 of the North Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer (3-LV-610) monitored by meter M643A. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of Dodd Commons includes the construction of public sanitary sewer. 8-inch sanitary sewer will connect from an existing manhole located at the southeast corner of the site adjacent to Cedar Avenue.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required at the time Outlot C is platted into lots and blocks at the rate in effect at the time of final plat approval.

WATER MAIN

Development of Dodd Commons includes the construction of public water main. 8-inch water main will extend within the subdivision from existing water main located within Dodd Boulevard right-of-way.

UNDERGROUNDING

Existing aboveground equipment (utility lines and poles), previously serving the farmstead, is located within Outlot C. The equipment must be relocated and maintained underground at the time Outlot C is final platted into lots and blocks, consistent with the City's Public Ways and Property Ordinance.

DRAINAGE AND GRADING

Dodd Commons is located within subdistrict FO-049.2 of the Farmington Outlet stormwater district.

Development of Dodd Commons includes the construction of a public stormwater management basin. The basin will be located in Outlot A and provides treatment and rate control of stormwater runoff generated from the site. The basin is oversized to support future development of Outlot C, but final calculations must be submitted at the time Outlot C is platted into lots and blocks to determine if additional treatment and rate control is required. The stormwater management design is consistent with the City's stormwater management ordinance and applicable watershed requirements.

The final grading plan shall identify all fill lots in which building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications.

Dodd Commons contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required by the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

STORM SEWER

Development of Dodd Commons includes the construction of public storm sewer systems. Storm sewer will be constructed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot A.

Draintile construction is required in areas of non-granular soils within Dodd Commons for the street subgrade and lots.

The Storm Sewer Charge has not been collected on the parent parcels and is required at the time Outlot C is platted into lots and blocks at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Dodd Commons is shown on the Flood Insurance Rate Map (Map No. 27037C0203E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was completed and reviewed by City Staff. No wetlands were identified on the site.

TREE PRESERVATION

The Tree Preservation Plan submitted with the Dodd Commons preliminary plat identifies 1,508 inches of significant trees located with the project boundaries. As a commercial district, the tree removal threshold is 70%, or 1,055.6 inches. Due to grading and site development requirements, the plan proposes to remove all trees onsite.

The Tree Protection Schedule and the Existing Tree Replacement Requirements table calculations provided on sheet L1.2 must be revised to follow the calculations provided in Section 11-21-11 of the Zoning Ordinance. Trees in the Tree Protection Schedule must be categorized as Common, Conifer, Hardwood Deciduous, or Invasive prior to calculating the number of removed inches and replacement requirements. The tree replacement plan and landscape plan will be reviewed based on the updated tree preservation calculations to confirm that the minimum replacement requirements are met.

No trees are identified for protection within the project site.

LANDSCAPING

Buffer yard landscaping is not required for the site due to the commercial zoning of the property.

EROSION CONTROL

A site-specific Stormwater Pollution Prevention Plan (SWPPP) has been submitted and approved for the site. The SWPPP clearly outline all erosion and sediment control Best Management Practices (BMPs) and will document any modifications during construction.

Additional erosion and sediment control measures may be required during construction as deemed necessary by City staff. All measures must be installed, maintained, and removed once the site is stabilized.

The MS4 Administration Fee has not been collected on the parent parcels and is required at the time Outlot C is platted into lots and blocks at the rate in effect at the time of final plat approval.

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, landscape, and utility plan for Dodd Commons, subject to the requirements and stipulations within this report.

April 6, 2026 **Item No.**

Public Hearing and Resolution
Adopting Assessments for Unpaid Special Charges

Proposed Action
Staff recommends adoption of the following motion: Move to approve Resolution Adopting Assessments for the Unpaid Special Charges.

Overview
The City can minimize its losses due to bankruptcies by assessing unpaid special charges to taxes. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, false alarm charges, unpaid utility bills and tree removal charges. In order to recover the unpaid special charges the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing was mailed to customers, posted on the City website and published in the newspaper.

Delinquent Utility Bills
In addition to certifying the amount delinquent, the City also collects a $50 service charge to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period of April 6, 2026 until December 31, 2027. The interest rate is the same as what we charge delinquent utilities throughout the year (1.5% per month). The certification process affects less than one percent (1%) of the Lakeville utility customers.

Nuisance Abatement & Unpaid False Alarm Charges
The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a $50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period April 6, 2026 until December 31, 2027.

Tree Removal Charges
The affected parcels will each be assessed the actual contractual cost incurred, a $50 administrative fee to cover the cost of the assessment, and interest at a rate of 5.0% per annum of the amount delinquent plus the service charge based on the term stated below.

Term	Assessment Amount
1 year	$0 - $1,000
3 years	$1,001 - $2,999
5 years	$3,000 - $4,999
7 years	Over $5,000

Background and notification process for accounts being certified
According to City Attorney Andrea Poehler, “If water service is provided to property and the property is subsequently sold or otherwise transferred, the new owner does not have a personal obligation to pay the bill unless the City and owner have a separate services contract. Unpaid water bills, however, are a lien on the property to which the service was provided. If the property is sold or the ownership transferred, the lien remains.”

At the time the City provides water service to a property the City has an enforceable lien on the property for the cost of the water provided. Minnesota Statutes, Section 514.67 provides: "All charges…of any nature now or hereafter authorized or required by law…shall constitute and be a first and prior lien from the date of such…service upon all property in this state subject to taxation as the property of the person from whom such charges and expenses are by law authorized or required to be collected. No record of such lien shall be deemed necessary." The statute's validity as applied to unpaid utility charges has been upheld in Re Sheldahl, Inc. 298 B.R. 874 (Bankr. D. Minn. 2003).

Minnesota Statute, Section 444.075, Subd. 3 further provides: "The governing body may make the charge a charge against the owner, lessee, occupant, or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected." City Code Section 7-5-6-4 also authorizes the City Council to certify unpaid charges to taxes.

Unpaid utility charges, special assessments and real estate taxes are all liens against the property. The liens and their enforceability are not impaired by the transfer of ownership.

In October 2019 the City Council amended Ordinance Title 8 of the City Code to allow the City to assess any unpaid false alarm charges to the property.

Current and previous property owners have been notified via letter of the delinquency and certification process.

Comparison Data

The following chart shows the number of accounts and amounts that were presented to the Council at this point in the certification process last year as compared to this year:

	2024		2025		2026	
	Qty	Amount	Qty	Amount	Qty	Amount
Delinquent Utilities	29	8,320.55	45	9,057.10	43	8,495.27
Nuisance Abatement	19	5,686.51	4	1,055.63	16	4,069.25
False Alarm	2	1,097.50	7	966.84	5	748.21
Tree Removal	3	6,853.91	1	1,550.00	3	4,188.50
Totals		21,958.47		12,629.57		17,501.23

Payments received prior to the hearing as well as within the 30 days following the hearing when interest is not charged will be removed from the final certification list that is sent to Dakota County.

Supporting Information

- Resolution 2026-04-06 Assessment of Unpaid Special Charges
- Exhibit A - Assessments – Delinquent Utilities
- Exhibit B - Assessments – Nuisance Abatement
- Exhibit C - Assessments - False Alarm Fees
- Exhibit D - Assessments – Tree Removal

Financial Impact: $ 17,501.23 **Budgeted:** Y☐ N☒ **Source:** Various
Related Documents: (CIP, ERP, etc.): N/A
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Cheri Donovan Assistant Finance Director

CITY OF LAKEVILLE

RESOLUTION No_____

Resolution Adopting Assessments for Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges ("utility charges") to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess unpaid street light charges, weed elimination from streets or private property and tree removal charges ("special charges"); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges ("special charges") to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, an assessment roll has been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, the resolution setting general government services, states *"Accounts certified to the County Treasurer-Auditor for collection with the subsequent year's taxes will be charged a $50.00 service charge plus 18% interest per year for delinquent utility bills, nuisance abatement for properties and unpaid false alarm charges. A $50.00 service charge plus 5.0% interest per year based on the term stated below will be charged for tree removal charges."*

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

1. Assessment No. 221445 in the amount of $8,495.27 relating to the certification of delinquent utility bills is calculated as follows:

Total uncollected amount delinquent	$	4,321.81
Service charge	$	2,150.00
Interest	$	2,023.46
Total certified	$	8,495.27

2. Assessment No. 221446 in the amount of $4,817.46 relating to the nuisance abatement for properties and unpaid false alarm charges. Assessment No. 221447 in the amount of $963.50 (1 year term) and Assessment No. 221448 in the amount of $3,225.00 (3 year term) for tree removal charges calculated as follows:

	Exhibit B	Exhibit C	Exhibit D	Totals
False alarm fees	$ -	$ 275.00	$ -	$ 275.00
Inspection fees	2,300.00	-	-	2,300.00
Tree removal fees	-	-	3,950.00	3,950.00
Service charge/late fees	800.00	295.00	238.50	1,333.50
Interest	969.25	178.21	-	1,147.46
Total certified	$4,069.25	$ 748.21	$4,188.50	$ 9,005.96

The proposed assessments (Exhibit A, Exhibit B, Exhibit C, Exhibit D), copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute a special assessment against the lands named therein.

The amounts certified in Exhibit A, Exhibit B, Exhibit C shall bear interest from the date of this resolution until December 31, 2027 at the rate of eighteen percent (18%) per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the service charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2026, or interest will be charged through December 31 of the succeeding year.

The amount certified in Exhibit D shall bear interest from the date of this resolution based on the term stated below at the rate of 5.0% per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the service charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2026, or interest will be charged through December 31 of the succeeding year.

Term	Assessment Amount
1 year	$0 - $1,000
3 years	$1,001 - $2,999
5 years	$3,000 - $4,999
7 years	Over $5,000

A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED by the Lakeville City Council this 6th day of April 2026.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
ASSESSMENT SUMMARY - DELINQUENT UTILITIES
APRIL 6, 2026
EXHIBIT A

NAME	SERVICE ADDRESS	ACCOUNT STATUS	TAX ROLL NUMBER	CERTIFICATION BALANCE	SERVICE CHARGE FEE	18% ANNUAL INTEREST	TOTAL ASSESSMENT
LANCE LAWRENCE	11090 UPPER 167TH ST W	Finalled	22-37950-03-060	$ 35.68	$ 50.00	$ 26.79	$ 112.47
SPRINGBROOK CONDOMINIUM ASSOCIATION	11128 204TH ST W	Finalled	22-71390-05-601	$ 65.00	$ 50.00	$ 35.96	$ 150.96
AUSTIN NELSON	16069 INGLEWOOD DR	Finalled	22-14500-04-190	$ 44.64	$ 50.00	$ 29.59	$ 124.23
JAMA ABDISAMAD HASSAN	16137 JOPLIN WAY	Finalled	22-53705-01-080	$ 682.00	$ 50.00	$ 228.87	$ 960.87
DENNIS BALLESTEROS	16199 FLAGSTAFF CT S	Finalled	22-51351-01-460	$ 55.96	$ 50.00	$ 33.13	$ 139.09
CARTER MCCARTHY	16415 JAFFNA PL	Finalled	22-18670-01-120	$ 85.41	$ 50.00	$ 42.34	$ 177.75
NAPOLEON WARREN	16422 JAFFNA PL	Finalled	22-18670-01-400	$ 159.94	$ 50.00	$ 65.64	$ 275.58
JOSEPH M. MILLER	16469 GLENGARY CT	Finalled	22-21170-03-350	$ 305.89	$ 50.00	$ 111.27	$ 467.16
PRASHANT NAMDEV	16513 DODD LA	Finalled	22-26703-02-050	$ 39.33	$ 50.00	$ 27.93	$ 117.26
DOANERGES B GARCIA LOPEZ	16593 FLAGSTAFF WAY W	Finalled	22-21177-07-180	$ 94.14	$ 50.00	$ 45.07	$ 189.21
GOMAS VIJAYANATHAN	16635 FLAGSTAFF AVE	Finalled	22-21176-02-150	$ 314.13	$ 50.00	$ 113.85	$ 477.98
NELLY HERNANDEZ-OLIVARES	16795 ILLINOIS AVE	Finalled	22-18595-01-040	$ 111.93	$ 50.00	$ 50.63	$ 212.56
VITALIY PETRENKO	16900 GRENADIER AVE	Finalled	22-27600-05-170	$ 65.04	$ 50.00	$ 35.97	$ 151.01
VENKATA RAGHURAM ANUMARLAPUDI	17040 DYSART PL	Finalled	22-15100-01-440	$ 41.90	$ 50.00	$ 28.73	$ 120.63
SWETHA VINJIMOOR	17044 DYSART PL	Finalled	22-15100-01-460	$ 42.98	$ 50.00	$ 29.07	$ 122.05
DAHLIA ELKADI	17099 ENCINA PATH	Finalled	22-18101-06-404	$ 152.60	$ 50.00	$ 63.34	$ 265.94
GAURAV GOEL	17104 DYSART PL	Finalled	22-15100-05-010	$ 46.30	$ 50.00	$ 30.11	$ 126.41
SEAN LISSARRAGUE	17270 FIRESIDE LA	Finalled	22-20876-01-010	$ 74.16	$ 50.00	$ 38.82	$ 162.98
SCOTT MOORE	17280 IDLEWOOD WAY	Finalled	22-33302-03-080	$ 24.21	$ 50.00	$ 23.20	$ 97.41
CF LEGACY 1, LLC	17567 CEDAR AVE	Finalled	22-18600-01-030	$ 33.98	$ 50.00	$ 26.26	$ 110.24
FEDERAL HOME LOAN MORTGAGE CORP WILLARD MATZKE	17714 HILLWOOD AVE	Finalled	22-88507-02-040	$ 42.02	$ 50.00	$ 28.77	$ 120.79
ALI IBRAHIM FAHAD HASSAN DUNKAL	17866 Evershed Way	Finalled	22-42276-03-010	$ 222.99	$ 50.00	$ 85.35	$ 358.34
DAVID MCNEIL HELEN MCNEIL	17924 GENOA DR	Finalled	22-18091-01-450	$ 64.49	$ 50.00	$ 35.80	$ 150.29
BALASUBRAMANYAM BATHALA	17975 GIANTS WAY	Finalled	22-18090-01-100	$ 49.59	$ 50.00	$ 31.14	$ 130.73
SAREP SDOEUND BAGGOTT	18052 HARLOW PATH	Finalled	22-12013-03-030	$ 31.17	$ 50.00	$ 25.38	$ 106.55
BALAKRISHNAN RADHAKRISHNAN	18114 GARLAND PATH	Finalled	22-30182-02-450	$ 30.43	$ 50.00	$ 25.15	$ 105.58
TAYLOR ABRAM	18120 JARL CT	Finalled	22-63101-05-030	$ 145.15	$ 50.00	$ 61.02	$ 256.17
ABIGAIL DERHEIM	18288 KINGSWAY PATH	Finalled	22-58500-06-030	$ 37.49	$ 50.00	$ 27.35	$ 114.84
GRAHAM COUSENS	18302 KERRVILLE TR	Finalled	22-58501-20-602	$ 42.58	$ 50.00	$ 28.95	$ 121.53
PRADEEPTA SARANGI	18394 GREENSTONE WAY	Finalled	22-12013-10-120	$ 55.50	$ 50.00	$ 32.99	$ 138.49
SRINIVAS BIKKI	18434 GREENSTONE WAY	Finalled	22-12013-10-070	$ 41.11	$ 50.00	$ 28.49	$ 119.60
STEVE KING	18695 JOPLIN AVE	Finalled	22-27801-02-010	$ 23.75	$ 50.00	$ 23.06	$ 96.81
MELINDA FIELDS	18892 ORCHARD CT	Finalled	22-13302-01-010	$ 282.78	$ 50.00	$ 104.05	$ 436.83
Poehling Family Companies LLC	19536 HADLER CT	Finalled	22-13718-03-030	$ 64.07	$ 50.00	$ 35.66	$ 149.73
SPRINGBROOK CONDOMINIUM ASSOCIATION	20368 KENSFIELD TR	Finalled	22-71390-06-706	$ 216.56	$ 50.00	$ 83.34	$ 349.90
DAVID DORLAND	20550 ICELAND AVE	Finalled	22-30200-00-060	$ 13.96	$ 50.00	$ 20.00	$ 83.96
CHANDAN SINGH MEGAVATH	20647 GOSFORD WAY	Finalled	22-16621-03-070	$ 83.14	$ 50.00	$ 41.63	$ 174.77
PHANI KIRAN PARVATHANENI	20653 GOSFORD WAY	Finalled	22-16621-03-080	$ 150.15	$ 50.00	$ 62.58	$ 262.73
DEREK LARSON	20675 HOLIDAY AVE	Finalled	22-66000-01-060	$ 48.38	$ 50.00	$ 30.76	$ 129.14
KELLY L POPPY	6680 168TH ST W	Finalled	22-21174-01-250	$ 49.91	$ 50.00	$ 31.24	$ 131.15
ARCHANA SHEKAR	7035 181ST ST W	Finalled	22-30180-01-240	$ 74.21	$ 50.00	$ 38.84	$ 163.05
MATTHEW MULHERN	7115 LOWER 170TH CT W	Finalled	22-16702-02-130	$ 12.56	$ 50.00	$ 19.56	$ 82.12
TCMLS, LLC	8850 UPPER 209TH ST W	Finalled	22-44450-04-060	$ 64.60	$ 50.00	$ 35.83	$ 150.43
			Totals	**$ 4,321.81**	**$ 2,150.00**	**$ 2,023.46**	**$ 8,495.27**

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- NUISANCE ABATEMENT
APRIL 6, 2026
EXHIBIT B

PARCEL ID#	INVOICE DATE	SERV NAME/OWNER NAME	SERVICE ADDRESS	DESCRIPTION	INSPECTION FEE(S)	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	INTEREST THROUGH 12/31/27	TOTAL AMOUNT TO CERTIFY
223330201010	06/03/2025	DAVID L & TAMMY P HANSON	17293 IDLEWOOD WAY	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
222117703070	06/03/2025	ERIK & SARAH A WILLIAMS	6435 164TH ST W	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
224187002020	06/10/2025	ASAD SALAH ABDALLE & MUNA MOHAMED ALI	16411 KINGSWOOD DR	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
224432502070	06/16/2025	LAYNE GEREAUX JOHNSON	11635 177TH ST W	Enforcement	$200.00	$0.00	$200.00	$50.00	$250.00	$78.16	$328.16
227145201390	06/20/2025	BENJAMIN & ASHLEY TAPIA	20815 GEMINI TRL	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
222117717030	07/14/2025	BETH ELLEN HOO	6290 161ST ST W	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
226460704140	08/07/2025	NICOLE WILLIAMSON	10340 166TH ST W	Enforcement	$350.00	$0.00	$350.00	$50.00	$400.00	$125.06	$525.06
224227504200	08/14/2025	SHAMHAD MOHAMED	5578 UPPER 179TH ST W	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
221870002020	08/22/2025	JASON D & CELESTE K ERNST	16405 JAVA LN	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
222117717060	08/26/2025	LORI E REIS	16156 FINLAND AVE	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
222117003090	09/02/2025	JOHN P & MARY LOU BRUEHLING	16201 GLADIOLA AVE	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
221670202040	09/05/2025	ANTHONY WILSON & BRITTANY TERES WILSON	17080 GERDINE PATH	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
228830002040	10/15/2025	DANA W. DEBORAH MCELWAIN	20855 HOLIDAY AVE	Enforcement	$450.00	$0.00	$450.00	$50.00	$500.00	$156.33	$656.33
222086201050	10/22/2025	ALFREDO ROSAS	16074 EXCEL WAY	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
223331002070	10/22/2025	KRISTEN ANN BABCOCK	17398 HONEYSUCKLE CT	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
227337002110	10/23/2025	FIRAOLI FOGE USHA & RADIA ADEM MOTI	17942 HAWKSBILL DR	Enforcement	$100.00	$0.00	$100.00	$50.00	$150.00	$46.90	$196.90
				Totals	$2,300.00	$0.00	$2,300.00	$800.00	$3,100.00	$969.25	**$4,069.25**

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- FALSE ALARMS
APRIL 6, 2026
EXHIBIT C

PID #	INVOICE DATE	SERV NAME/OWNER NAME	SERVICE ADDRESS	DESCRIPTION	INSPECTION FEE(S)	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	INTEREST THROUGH 12/31/27	TOTAL AMOUNT TO CERTIFY
224168501011	09/06/2025	TMSC OF LAKEVILLE II, LLC	16254 KENYON AVE	FALSE ALARM	$50.00	$5.00	$55.00	$50.00	$105.00	$32.83	$137.83
228850202020	07/01/2025	ALI, MASLAH	17626 HYACINTH WAY	FALSE ALARM	$35.00	$10.00	$45.00	$50.00	$95.00	$29.70	$124.70
221695001090	06/30/2025	SANYII LAMU	18919 INCA AVE	FALSE ALARM	$35.00	$10.00	$45.00	$50.00	$95.00	$29.70	$124.70
221860111072	08/10/2025	ANNETTE M WHITE	17587 GILLETTE WAY	FALSE ALARM	$120.00	$15.00	$135.00	$50.00	$185.00	$57.84	$242.84
227950001020	09/25/2025	TUTOR TIME	9475 176TH ST W	FALSE ALARM	$35.00	$5.00	$40.00	$50.00	$90.00	$28.14	$118.14
				TOTALS	$275.00	$45.00	$320.00	$250.00	$570.00	$178.21	**$748.21**

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- TREE REMOVAL CHARGES
APRIL 6, 2026
EXHIBIT D

PARCEL #	INVOICE DATE	SERV NAME/OWNER NAME	SERVICE ADDRESS	DESCRIPTION	INSPECTION FEE(S)	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL TO CERTIFY
224698107010	06/23/2025	JAY AND KATHERYN GRIFFIN	16515 JARACANDA WAY	Tree Removal	$1,950.00	$58.50	$2,008.50	$50.00	$2,058.50
222760002010	08/15/2025	KYLE & EMILY COMER	7659 UPPER 167TH ST W	Tree Removal	$1,100.00	$16.50	$1,116.50	$50.00	$1,166.50
224175106020	08/14/2025	MARK THAMMAVONGSA & VANDY HARPER	16675 FIRESTONE PATH	Tree Removal	$900.00	$13.50	$913.50	$50.00	$963.50
				Totals	$3,950.00	$88.50	$4,038.50	$150.00	**$4,188.50**

Date: 4/6/2026

Assessment Hearing for Improvements to 214th Street, Approval of Resolutions and Construction Contract for the 2026 Miscellaneous Project

Proposed Action

Staff recommends adoption of the following motion:Move to approve 1) resolution awarding a contract to McNamara Contracting Inc for the 2026 Miscellaneous Roadway Repairs and Overlays Project, City Project 26-01, which includes alternate 1 for the Highview Avenue trail improvements; 2) resolution adopting assessments for City Improvement Project 26-01; 3) resolution authorizing funding and 2026 budget amendments and fund transfers; and 4) proposal with Braun Intertec for professional services.

Overview

The 2026 Miscellaneous Roadway Repairs and Overlays Project is partially funded through property tax levies, with a portion financed by special assessments to benefitting property owners along 214th Street West. In accordance with Minnesota Statutes, Chapter 429 governing local improvements, two public hearings are required. The City Council held the first public hearing (improvement hearing) on December 1, 2025, at which time property owners were provided a project overview, estimated costs, a description of the proposed assessment area, an estimate of the proposed assessments, and an explanation of the City's adopted Assessment Policy. Notice of the second public hearing (assessment hearing) was published and mailed to benefitting property owners for this meeting. Prior to the public hearing, City staff will present a summary of the 214th Street West portion of the project, including project costs, the assessment area, proposed assessment amounts and an overview of the City's Assessment Policy.

On February 26, 2026, the City received three bids for construction of City Project 26-01, ranging from a low bid of $3,573,635.40 submitted by McNamara Contracting, Inc. to a high bid of $4,201,097.82. The Engineer's estimate for construction was $3,526,192.50. Based on the low bid, the total project cost is estimated at $4,414,301 with indirect costs included (engineering, surveying, legal and construction administration). Funding sources are identified in the attached Project Financing Document. The 214th Street West improvements were included as part of this year's miscellaneous roadway project to take advantage of economies of scale.

Construction of the project will require materials testing and laboratory services to be performed by Braun Intertec. Braun previously completed the preliminary geotechnical investigation during the design phase and has a strong understanding of the project. Staff has reviewed Braun Intertec's proposal and finds it acceptable.

Staff has reviewed the bid results and proposed special assessments and recommends approval of the resolutions and award of the construction contract.

Supporting Information

1. Construction Contract
2. Resolution Adopting Assessments
3. 26-01 Budget Resolution
4. 26-01 Project Financing
5. 26-01 Bid Tab Summary
6. 214th Final Assessment Roll
7. 214th St Assessment Map
8. Letter of Recommendation from WSB
9. Project Location Map
10. Braun Materials Testing Proposal 26-01

Financial Impact: $4,414,301 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Steve Ferraro, Public Works Coordinator

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and McNamara Contracting, 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: 2026 Miscellaneous Road Repairs and Overlays Project, City Project No. 26-01.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project will include bituminous surface milling, bituminous road reconstruction, bituminous paving, concrete curb and gutter replacement, concrete sidewalk and ADA ramp replacement, storm sewer installation, water main repairs, sheet pile wall installation, trail construction, sediment basin maintenance and restoration.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the City of Lakeville City Engineer and WSB.

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: Dates*

A. The Work for 214th will be substantially completed on or before **June 6, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include placement of final wear course paving, striping, and any other work necessary such that all streets can be opened to traffic.

B. The Remaining Work (excluding pond/basin work) will be substantially completed on or before **September 26, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include placement of final wear course paving, striping, and any other work necessary such that all streets/trails can be opened to traffic.

C. Work associated with drainage basins and/or ponds will be substantially completed on or before **March 26, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include placement of final wear course paving, striping, and any other work necessary such that all streets can be opened to traffic.

D. The Work will be final completed on or before **June, 2027.**

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 and other losses if the Work is not completed and

Milestones not achieved 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. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. 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

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) **$3,573,635.40.**

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.

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.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

B. 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.

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

D. Contractor has 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.

E. 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.

F. 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.

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 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.

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. 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.

K. 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.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds.
    a. Maintenance bond (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 71, inclusive).
6. Supplementary Conditions (pages 1 to 71, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 3 plan sets containing 22 sheets, 92 sheets, and 48 sheets bearing the following general titles, respectively: 214th St Reconstruction Project, City Wide Trail Gap Improvements, and 2026 Miscellaneous Improvements Project dated 2/4/2026.
9. Addenda (numbers 1 to 12, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 25, inclusive).
    b. Non-Collusion Affidavit
    c. Responsible Contractor Verification and Certification Form
11. 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. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.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 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *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.

10.03 *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.

10.04 *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.

10.05 *Contractor's Certifications*

A. 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.

B. 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.

10.06 *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.

10.07 *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.

10.08 *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.

10.09 *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.

10.10 *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.

10.11 *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 4/6/2026 (which is the Effective Date of the Contract).

Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:	CONTRACTOR:
	McNamara Contracting, Inc.
By:	By:
Title:	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title: Secretary
Address for giving notices:	Address for giving notices:
	16700 Chippendale Ave
	Rosemount, MN 55068
	License No.: *(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 this Agreement.)

CITY OF LAKEVILLE
RESOLUTION NO. 26-

Resolution Adopting Assessments for City Improvement Project 26-01

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for City Project 26-01 to include portions of roads located within the following developments and lands: Imperial First Addition, Airlake Industrial Park 1st Addition, and Airlake Development Addition, City Project 26-01; and

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

1. Such proposed assessment in a total amount of $152,118, copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included in the hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall be considered payable in equal annual principal installments over a period of five (5) years for assessment values up to $2,500, ten (10) years for assessment values from $2,501-5,000, fifteen (15) years for assessment values $5,001-7,500, and twenty (20) years for assessment values over $7,501 the first of the installments to be payable on or before the first Monday in January 2027. The assessments shall bear interest at the rate of 5.0% percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2027. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. The owner of any property may, prior to certification of the assessment to the county auditor, pay the whole or portion of the assessment on such property. No interest will be charged if the entire assessment is paid by November 15, 2026. No partial payments will be accepted after November 15, 2026. Payments made between November 16, 2026 and December 15, 2026 will include daily interest accrued from November 16 to the date of the payment. The first-year installment payments will be due with taxes payable 2027 and will include interest accrued from November 16, 2026 – December 31, 2027. The property owner may at any time pay the entire amount of the assessment remaining unpaid.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the Lakeville City Council this 6th day of April 2026.

_____

Luke M. Hellier, Mayor

_____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
RESOLUTION NO. 26-

Resolution Authorizing Funding and 2026 Budget Amendments, Cost Allocations/Transfers
2026 Miscellaneous Roadway Repairs, City Project 26-01

WHEREAS, 2026 Miscellaneous Roadway Repairs and Overlays, City Project 26-01, is programmed in the adopted Lakeville 5-year Capital Improvement Plan (2026-2030).

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

The estimated project cost is $4,414,301 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2026 budgets (if needed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding.

The portion of the costs funded by Park Bonds Fund (Park Referendum Bonds/Park Ded.) relates to the remainder of the trail gaps identified as part of the 2021 Park Bond Referendum project. The work will be completed as part of project 26-01, but costs will be allocated to the Park Bonds Fund. Any remaining park referendum bond proceeds will be expended first, and any remaining costs will be transferred from the Park Dedication Fund for these new trails.

Funding Sources		Total
Pavement Management Fund	$	1,709,311
Special Assessments		152,118
Water Operating Fund		214,424
Sanitary Sewer Operating Fund		85,549
Stormwater Infrastructure Fund		157,826
Environmental Resources Fund		473,802
Park & Trail Improvement Fund (Park)		61,966
Dakota County Funding (Park Bonds Fund)		445,059
Park Bonds Fund (Park Referendum Bonds/Park Ded		942,238
Park Dedication Fund		165,007
Park & Trail Improvement Fund (Trail)		7,000
Total	$	4,414,301

ADOPTED by the Lakeville City Council this 6th day of April 2026.

_____
Luke M. Hellier, Mayor

_____
Ann Orlofsky, City Clerk

Project Financing

Funding for the project was programmed in the 2026-2030 CIP. The following is a breakdown of the anticipated costs.

- The City's cost-share for roadway and storm sewer improvements, including storm sewer repair/replacement, will be financed from the Pavement Management Fund.
- Public stormwater management improvements, including upsizing of current stormwater pipes and new stormwater infrastructure installation, will be financed from the Stormwater Infrastructure Fund. Stormwater basin maintenance will be funded by the Environmental Resources Fund.
- Public watermain improvements, including the installation of new watermain hydrants and valves as well as corrosion protection best management practices, will be financed from the Water Operating Fund.
- Public sanitary sewer improvements, including infrastructure repair/replacement and inflow and infiltration best management practices, will be financed from the Sanitary Sewer Operating Fund.
- New public trails will be jointly funded by both Dakota County Funding and the Park Dedication Fund through use of Park Referendum Bonds.
- Parks and trail improvements will be funded through the Park and Trail Improvement Fund.

- **Project Costs: Total**

Cost Type		Amount
Construction Contract	$	3,573,635
Engineering/design/survey costs		560,849
Contingency (5-8% of contract)		271,342
Other costs		8,475
	$	4,414,301

- **Project Costs: Financing**

Funding Sources		Total
Pavement Management Fund	$	1,709,311
Special Assessments		152,118
Water Operating Fund		214,424
Sanitary Sewer Operating Fund		85,549
Stormwater Infrastructure Fund		157,826
Environmental Resources Fund		473,802
Park & Trail Improvement Fund (Park)		61,966
Dakota County Funding (Park Bonds Fund)		445,059
Park Bonds Fund (Park Referendum Bonds/Park Dedicat		942,238
Park Dedication Fund		165,007
Park & Trail Improvement Fund (Trail)		7,000
Total	$	4,414,301

- **Project Costs: CIP vs. Actual Bid Results**

	CIP	Actual	Difference
Pavement Management Fund	$ 1,805,000	$ 1,709,311	-5.3%
Special Assessments	-	152,118	n/a
Water Operating Fund	100,000	214,424	114.4%
Sanitary Sewer Operating Fund	100,000	85,549	-14.5%
Stormwater Infrastructure Fund	35,000	157,826	n/a
Environmental Resources Fund	500,000	473,802	-5.2%
Park & Trail Improvement Fund (Park)	75,000	61,966	-17.4%
Dakota County Funding	480,000	445,059	-7.3%
Park Dedication Fund (Park Referendum Bonds)	500,000	942,238	88.4%
Park Dedication Fund	150,000	165,007	10.0%
Park & Trail Improvement Fund (Trail)*	810,000	7,000	-99.1%
Total	$ 4,555,000	$ 4,414,301	-3.1%

*Other trail projects will be utilizing CIP budget dollars.

- **214th Total Project Costs: Feasibility vs. Actual Bid Results**

	Feasibility Est.	Bid Results	Difference
Pavement Management Fund	$ 262,197.00	$ 300,803.93	15%
Special Assessments	$ 158,438.00	$ 152,118.00	-4%
Water Operating Fund	$ 84,088.00	$ 93,841.00	12%
Storm Sewer Infrastructure Fun	$ 72,651.00	$ 105,052.98	45%
TOTAL =	$ 577,374.00	$ 651,815.91	13%

- **Special Assessments: Terms and Conditions**
  - Interest rate: 5.0%
  - Term: 20 years for Commercial Properties
  - First payment due with taxes payable 2027
  - Senior Citizen deferments are available for those who quality

- **Special Assessments (Unit Rates): Feasibility Report vs. Bid Results**

Special Assessments		Feasibility	Actual	Variance	
	Commercial Unit Assessment Rate				
A	214th Street	$31,687.94.00	$ 30,423.60	(1,264)	-4.0%

The adopted Lakeville 5-year Capital Improvement Plan (2026-2030) programs an estimated total project cost of $2,865,000 of which part was allocated for the reconstruction of 214th Street. The Opinion of Probable Cost Summary provided in the feasibility study is consistent with the 2026 budgeted CIP amounts for the project.

2026 Miscellaneous Roadway Repairs and Overlays Project

City Project # 26-01

Bid Opening Summary

February 26th, 2026 10:30 am

Contractor	Acknowledge Addendums	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Bid Alt 1	Total Bid
McNamara Contracting, Inc	**X**	**X**	**X**	**X**	**$2,788,368.45**	**$785,266.95**	**$3,573,635.40**
Northwest Asphalt, Inc.	X	X	X	X	**$3,335,214.71**	**$747,778.31**	**$4,082,993.02**
GMH Asphalt Corporation	X	X	X	X	**$3,371,251.65**	**$829,846.17**	**$4,201,097.82**

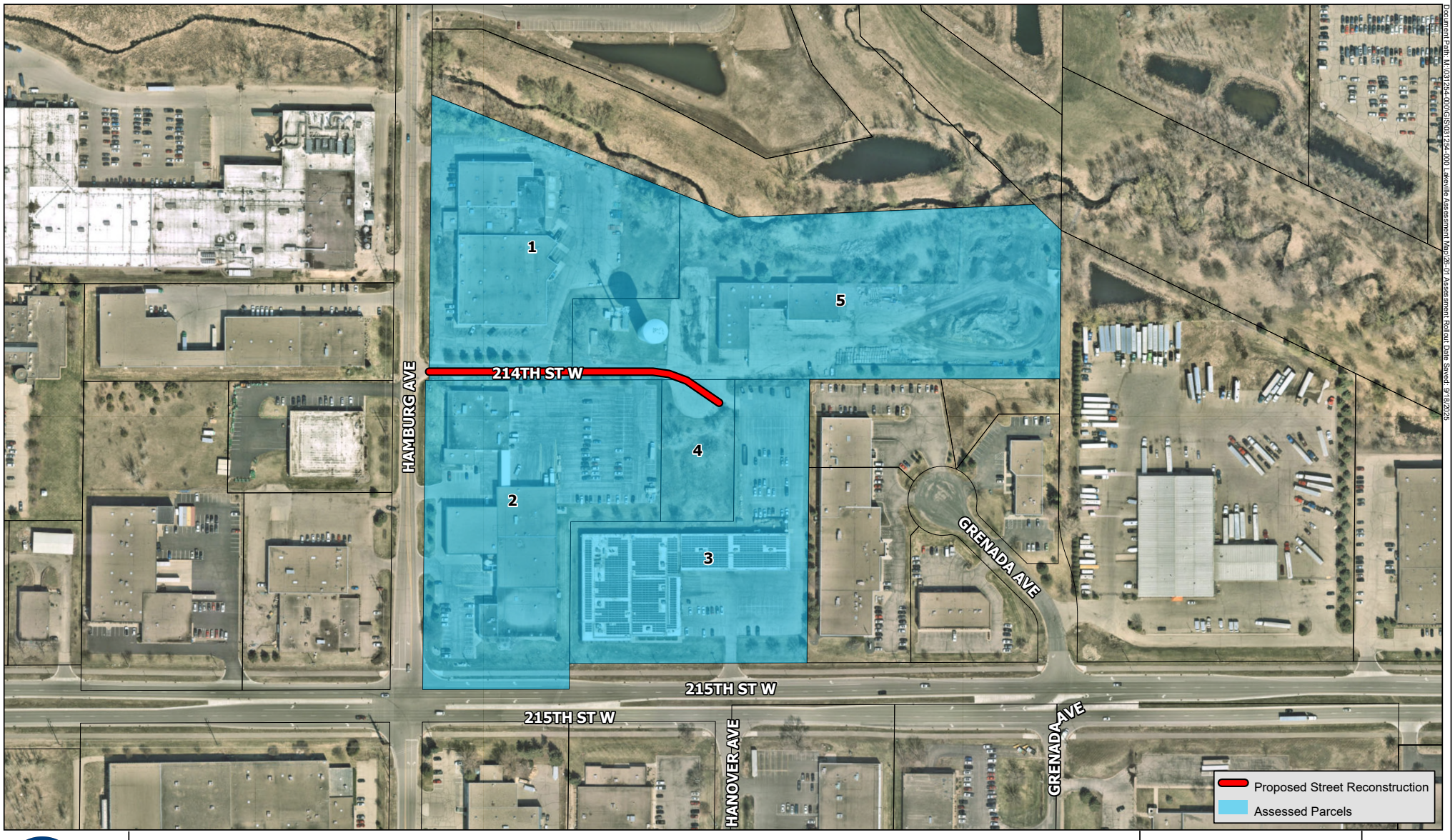
Final Assessment Roll- Unit Rate

City Name Project: ***2026 214th Street Reconstruction Project*** **Category A** **Industrial Property Unit Assessment $ 30,423.60 per unit 5** ***Date:*** ***9/9/2025***

City Project No.: ***26-01*** ***Revised:*** ***3/5/2026***

Imperial First Addition, Airlake Industrial Park 1st Addition, Airlake Development Addition

MAP ID	PID	FEE OWNER	FEE OWNER ADDRESS	CITY/STATE/ZIP CODE	PROPERTY NUMBER	PROPERTY STREET	USE DESCRIPTION	ASSESSMENT CATEGORY	SF EQUIV. UNITS	UNIT ASSESSMENT RATE	PROPOSED ASSESSMENT
1	223600001010	MCKALI PROPERTIES LLC	21320 HAMBURG AVE	LAKEVILLE MN 55044	21320	HAMBURG AVE	INDUSTRIAL	A	1.0	$ 30,423.60	$ 30,423.60
2	221110001084	JWB LLC	7965 215TH ST W	LAKEVILLE MN 55044	7965	215TH ST W	INDUSTRIAL	A	1.0	$ 30,423.60	$ 30,423.60
3	221105001010	STORE MASTER FUNDING XXIV LLC	8377 HARTFORD DR E STE 100	SCOTTSDALE AZ 85255	7925	215TH ST W	INDUSTRIAL	A	1.0	$ 30,423.60	$ 30,423.60
4	221110001083	CITY OF LAKEVILLE	20195 HOLYOKE AVE	LAKEVILLE MN 55044	-	214TH ST W	MUNICIPALITY	A	1.0	$ 30,423.60	$ 30,423.60
5	220330005011	CITY OF LAKEVILLE	20195 HOLYOKE AVE	LAKEVILLE MN 55044	7777	214TH ST W	MUNICIPALITY	A	1.0	$ 30,423.60	$ 30,423.60



Document Path: M:\031254-000\GIS\031254-000 Lakeville Assessment Map\26-01 Assessment Rollout Date Saved: 9/18/2025

Lakeville

Property List

2026 Street Reconstruction Project
Lakeville, MN

N

0 180 Feet

1 inch = 180 feet

wsb

April 6, 2026

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

Re: 2026 Miscellaneous Roadway Repairs and Overlays Project
City of Lakeville Project No. 26-01
WSB Project No. 031254-000

Dear Mayor and Council Members:

Electronic bids were received for the above-referenced project on Thursday, February 26th, 2025, and were opened and read aloud. Three bids were received. The bids were checked for mathematical accuracy and tabulated by City of Lakeville staff. Please find enclosed the bid tabulation indicating McNamara Contracting, Inc., of Rosemount, Minnesota, as the low bidder with a base bid total amount of $2,788,368.45, and a grand total bid amount, that includes bid alternate 1 of $3,573,635.40. The Engineer's Estimate for the total project was $3,526,192.50.

We recommend that the City Council consider these bids and award a contract in the grand total bid in the amount of $3,573,635.40 to McNamara Contracting, Inc., based on the results of the bids received.

If you have any questions, please contact me at 612.523.7374.

Sincerely,

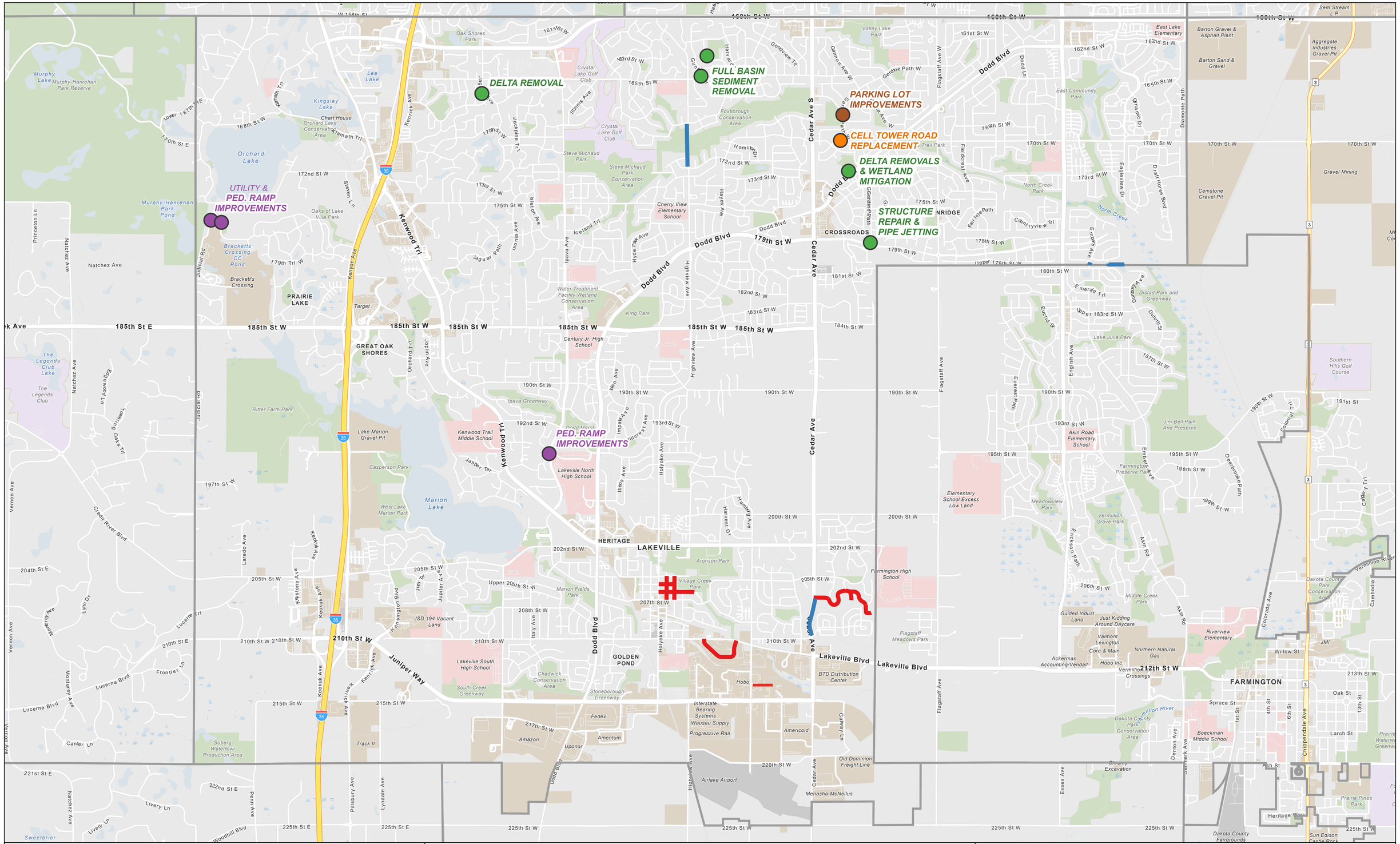
WSB



Jeff Oliver, PE
Sr. Project Manager

Attachment

701 XENIA AVE S UNIT 300 | GOLDEN VALLEY, MN | 55416 | 763.541.4800 | WSBENG.COM


DELTA REMOVAL
FULL BASIN SEDIMENT REMOVAL
PARKING LOT IMPROVEMENTS
CELL TOWER ROAD REPLACEMENT
DELTA REMOVALS & WETLAND MITIGATION
STRUCTURE REPAIR & PIPE JETTING
UTILITY & PED. RAMP IMPROVEMENTS
PED. RAMP IMPROVEMENTS
CROSSROADS
Dodd Blvd
Cedar Ave S
Kenwood Trl
Cedar Ave
Lakeville Blvd
Juniper Way
PRAIRIE LAKE
GREAT OAK SHORES
HERITAGE
LAKEVILLE
GOLDEN POND
FARMINGTON
Murphy Lake
Murphy-Hanrehan Park Reserve
Orchard Lake
Kingsley Lake
Lee Lake
Oak Shores Park
Crystal Lake Golf Club
Foxborough Conservation Area
Steve Michaud Park
Steve Michaud Park Conservation Area
Cherry View Elementary School
Valley Lake Park
East Community Park
East Lake Elementary
North Creek Park
Barton Gravel & Asphalt Plant
Barton Sand & Gravel
Aggregate Industries Gravel Pit
Gravel Mining
Cemstone Gravel Pit
Sem Stream, L.P.
Murphy-Hanrehan Park Pond
Bracketts Crossing CC Pond
Brackett's Crossing
Oaks of Lake Villa Park
Target
Water Treatment Facility Wetland Conservation Area
King Park
Century Jr. High School
Ritter Farm Park
Lake Marion Gravel Pit
Casperson Park
Kenwood Trail Middle School
Lakeville North High School
West Lake Marion Park
Marion Lake
Ipava Greenway
Third March
Lakeville South High School
Chadwick Conservation Area
South Creek Greenway
Stoneborough Greenway
Marion Fields Park
Village Creek Park
Aronson Park
ISD 194 Vacant Land
Fedex
Amazon
Amentum
Uponor
Americold
Interstate Bearing Systems
Wausau Supply
Progressive Rail
Track II
Soberg Waterfowl Production Area
Airlake Airport
Old Dominion Freight Line
Menasha-McNeilus
BTD Distribution Center
Hobo
Flagstaff Meadows Park
Farmington High School
Elementary School Excess Low Land
Meadowview Park
Vermillion Grove Park
Middle Creek Park
Guided Indust Land
Just Kidding Around Daycare
Valmont Lexington Core & Main
Ackerman Accounting/Vendall
Hobo Inc.
Northern Natural Gas
Vermillion Crossings
Riverview Elementary
Dakota County Park Conservation Area
Vermillion River
Chimney Excavation
Akin Road Elementary School
Jim Bell Park And Preserve
Lake Julia Park
Distad Park and Greenway
Southern Hills Golf Course
Boeckman Middle School
Dakota County Fairgrounds
Sun Edison Castle Rock
Prairie Pines Park
The Legends Club
The Legends Club Lake
Princeton Ln
Natchez Ave
Judicial Rd
Kenrick Ave
Kenwood Trl
Kenyon Ave
Orchard Trl
Jolliet Ave
Ipava Ave
Hyde Park Ave
Highview Ave
Iceland Trl
Jaguar Path
Iroquois Ave
Illinois Ave
Jackpine Trl
Jasper Ter
Iberia Ave
Holyoke Ave
Harvest Dr
Hamburg Ave
Gudrun Ave
Goodview Trl
Gannon Ave W
Gardine Path W
Flagstaff Ave W
Dodd Ln
Hamilton Dr
Fieldcrest Ave
Fair Isle Path
Countryview Trl
Emerald Trl
Eureka St
Dunlap Ave
Dunlap St
English Ave
Everest Path
Eagleview Dr
Draft Horse Blvd
Diamonte Path
Emerald Ave
Galaxy Ln
Flagstaff Ave
Essex Ave
Denton Ave
Denmark Ave
Chippendale Ave
Colorado Ave
Cambodia
Dodd Blvd
Cedar Ave
Lakeville Blvd
Kenwood Trl
Kenrick Ave
Keokuk Ave
Pillsbury Ave
Lyndale Ave
Pann Ave
Laredo Ave
Jupiter Ave
Kensington Blvd
Italy Ave
Holyoke Ave
Harvest Dr
Hamburg Ave
Aronson Park
Lucerne Trl
Lucerne Blvd
Frontier Ln
Monterey Ave
Canter Ln
Livery Ln
Woodhill Blvd
Credit River Blvd
Vernon Ave
Lynn Dr
Monroe Ave
Natchez Ave
Tomahawk Trl
Kiowa Trl
Klamath Trl
Steven Ln
Lower 167th St E
168th St W
170th St E
172nd St W
173rd St W
175th St W
177th St W
178th St W
179th St W
180th St W
181st St W
182nd St W
183rd St W
184th St W
185th St E
185th St W
187th St W
190th St W
191st St
192nd St W
193rd St W
195th St W
197th St W
198th St W
199th St W
200th St W
202nd St W
204th St E
205th St W
206th St W
207th St W
208th St W
210th St E
210th St W
212th St W
213th St W
215th St W
217th St W
220th St W
221st St E
222nd St E
225th St E
225th St W
Upper 161st St W
Upper 165th St W
Upper 169th St W
Upper 170th St W
Upper 175th St W
Upper 179th St W
Upper 183rd St W
Upper 205th St W
Oak St
Spruce St
Larch St
Ash St
1st St
4th St
6th St
13th St
Willow St
Heritage Way
Colonial Trl
Daenbrooke Path
Ericksen Path
Akin Rd
Sweetbrier
0 0.25 0.5 1 1.5 2 Miles
N
W
E
S
PROJECT LOCATION MAP
2026 MISCELLANEOUS IMPROVEMENTS PROJECT
CITY OF LAKEVILLE, MINNESOTA PROJECT NO. 26-01
Cell Tower Road Replacement
Parking Lot Improvements
Pedestrian Ramp Improvements
Stormwater Improvements
Mill and Overlay or Recon.(214th Str.)
Trail Rehabilitation

March 31, 2026 Proposals 10008656_001/10008656_002/10008656_003

Stephen Ferraro
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Proposal for Construction Materials Testing Services
City-Wide Trail Gap Improvements, 214th Street Reconstruction & 2026 Miscellaneous Improvements
City Project 26-01, S.A.P. 019-623-040 / City Project No. 23-06 / County Project No. 23-86
Cedar Avenue / Highview Avenue / 214th Street / Various Locations
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the City-Wide Trail Gap Improvements, 214th Street Reconstruction & 2026 Miscellaneous Improvements projects in Lakeville, Minnesota

With more than 1,000 employee owners, Braun Intertec provides you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this contract will include three separate projects in Lakeville, Minnesota, including the City-Wide Trail Gap, 214th Street Reconstruction and 2026 Miscellaneous Improvements projects. These projects will include the construction of full depth reclaim, pavement subgrade preparation, placement of embankment and aggregate base materials, new concrete curb and gutter, sidewalk, and driveways along with new bituminous roadway, trail and parking lot pavement. Minor improvements to the storm sewer and water main utilities will also be part of this project. The City-Wide Trail Gap project will also include the completion of muck excavation soil corrections, embankment surcharge and the construction of a modular block and sheet pile wall.

These are City of Lakeville projects with city funding, as well as state-aid funding for the portion of the City-Wide Trail Gap project along Cedar Avenue. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2025 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2025 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of

services and as shown on our attached cost estimate table. The contractor will be responsible for performing the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- City-Wide Trail Gap Improvements modified project plans prepared by WSB, dated January 30, 2026.
- City-Wide Trail Gap Improvements project plans prepared by Short Elliot Hendrickson, Inc., dated November 8, 2024.
- 214th Street Reconstruction project plans prepared by WSB, dated January 20, 2026.
- 2026 Miscellaneous Improvements project plans prepared by the City of Lakeville, dated February 4, 2026.
- City-Wide Trail Gap project specifications prepared by WSB, dated February 10, 2026.
- 2026 Miscellaneous Road Repairs and Overlays specifications for the 214th Street Reconstruction and 2026 Miscellaneous Improvements projects prepared by the City of Lakeville, dated February 6, 2026.
- Project Addenda numbered 1 and 2, dated February 20, 2026, and February 24, 2026, respectively.
- A Geotechnical Report prepared by WSB, dated February 6, 2026.
- A Geotechnical Report prepared by Short Elliott Hendrickson, Inc., dated May 23, 2024.
- A Report of Geotechnical Exploration prepared by American Engineering Testing, dated February 23, 2023.
- A Report of Cone Penetration Testing prepared by American Engineering Testing, dated November 28, 2023.
- Discussions with Steve Ferraro with the City of Lakeville regarding scope of services, testing requirements and small quantity materials.

Braun Intertec Project Personnel

For the state aid portion of this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester

- Bituminous Street Inspector
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2025 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services – City-Wide Trail Gap Improvements (SAP Project)

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade preparation, embankment, select granular surcharge, muck excavation soil correction fill, retaining wall backfill and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content testing at time of compaction on backfill, subgrade preparation, embankment, muck excavation fill, surcharge and aggregate base materials.
- Perform gradation tests on coarse filter aggregate, select granular borrow, structural backfill and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Provide test-roll observations of the pavement subgrade soils and aggregate base layers to determine if the materials tested are capable of supporting bituminous trail pavement.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. We have provided two additional field cures for the leveling pad of the retaining wall and cast-in-place panel. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

- Laboratory compressive strength testing of cylinders.

Bituminous Related Services

- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.

Scope of Services – 214th Street Reconstruction

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade preparation, select granular embankment, and utility backfill materials.
- Perform Full Depth Reclaim Dynamic Cone Penetrometer (DCP) tests on full depth reclaim (FDR) materials.
- Perform gradation tests on select granular borrow and full depth reclaim materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Provide test-roll observations of the pavement subgrade soils and aggregate base layers to determine if the materials tested are capable of supporting bituminous or concrete pavement, on an as requested basis.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast of general concrete. A set of four cylinders, with one cylinder tested at 7 days, and three cylinders tested at 28 days for each set cast for driveways. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.

Bituminous Related Services

- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Measure the in-place density of the fresh bituminous wear course with a nuclear density gauge to observe and document the contractor's roll pattern.
- Randomly determine bituminous core locations for non-wear course paving by using MnDOT's random core worksheet and mark pavement core locations.
- Obtain cores and measure the thickness and density of the compacted bituminous non-wear course pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Scope of Services – 2026 Miscellaneous Improvements

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on trail sub-grade preparation and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform Full Depth Reclaim Dynamic Cone Penetrometer (DCP) tests on full depth reclaim (FDR) materials.
- Perform gradation tests on full depth reclaim and trail aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Provide test-roll observations of the pavement subgrade soils and aggregate base layers to determine if the materials tested are capable of supporting bituminous or concrete pavement, on an as requested basis.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast of general concrete. A set of four cylinders, with one cylinder tested at 7 days, and three cylinders tested at 28 days for each set cast for driveways. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.

Bituminous Related Services

- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Measure the in-place density of the fresh bituminous roadway, trail and parking lot wear course with a nuclear density gauge to observe and document the contractor's roll pattern.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

* Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete compressive strength results.
- Bituminous mix designs.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

*Final report preparation will only apply to the City-Wide Trail Gap project that included State-Aid funding.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 22 trips to complete the nuclear density gauge testing on this project.
- We understand compaction testing on aggregate base and retaining wall leveling pad materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with four trips assumed.
- We assume compaction testing on full depth reclamation material will be performed using the Full Depth Reclaim Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with two trips assumed.
- We assume 35 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume that the geotechnical engineer of record, Short Elliot Hendrickson, Inc., will observe retaining wall excavations and provide geotechnical recommendations.
- We assume that the geotechnical engineer of record, Short Elliot Hendrickson, Inc., will evaluate data obtained by contractor for the select granular surcharge settlement plates.
- We assume that the on-site construction observer will observe sheet pile installation.
- We assume the ready-mix concrete for this project will come out of one ready-mix plant.
- We assume bituminous paving will be completed in twelve days for this project.
- We understand compaction of bituminous wear course, trail and parking lot paving will be obtained by the Ordinary Compaction method.
- We understand MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for the state-aid portion of this project.
- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for the state-aid portion of this project.
- We assume MnDOT will calibrate and certify the ready-mix concrete plant.
- We understand your full-time on-site construction observer will observe the test rolling for this project.

- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee in the table below.

Table 1. Estimated Fee

Service	Fee
City-Wide Trail Gap Improvements	$17,493
214th Street Reconstruction	$9,669
2026 Miscellaneous Improvements	$23,995
Total	**$51,157**

Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We will provide our services under the terms of the Master Agreement for Professional Engineering Services dated September 20, 2021. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 (ckeane@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Colin M. Keane
Staff Engineer

Andrew M. Valerius
Director, Senior Project Manager

Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachments:
Cost Estimate Tables for the Three Plan Sets

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Fee Estimate
10008656_001
City of Lakeville - City Wide Trail Gap SAP 019-623-040

Client:
City of Lakeville
Steve Ferraro
20195 Holyoke Ave
Lakeville, MN 55044-9047
(763) 286-1623

Work Site Address:
Cedar Avenue
Highview Avenue
Lakeville, Minnesota 55044

		Qty/Hours	Rate	Amount
Task 1: City Wide Trail Gap SAP 019-623-040				
Subtask 1.1: Laboratory Testing				**$5,061.00**
Soil Proctor MD Relationship (Standard) each		7.00	185.00	$1,295.00
Soil Sieve Analysis with 200 wash, each		6.00	136.00	$816.00
CL-5 Aggregate Base - Trail & Roadway	*2 Ea @ 1 Qty*	*2.00*		
CL-5 Retaining Wall B Leveling Pad	*1 Ea @ 1 Qty*	*1.00*		
Select Granular Embankment - Surcharge	*1 Ea @ 1 Qty*	*1.00*		
Structural Backfill	*1 Ea @ 1 Qty*	*1.00*		
Coarse Filter Aggregate	*1 Ea @ 1 Qty*	*1.00*		
Asphalt Content of Aggregate Base each		1.00	150.00	$150.00
Soil Direct Shear, granular (3 point test) each		1.00	555.00	$555.00
Soil Hydrometer - Sieve Analysis each		1.00	164.00	$164.00
Soil pH Determination each		1.00	41.00	$41.00
Concrete Compressive Strength Cylinders each		22.00	31.00	$682.00
Curb and Gutter	*2 Sets @ 3 Qty*	*6.00*		
Flatwork - Sidewalk	*2 Sets @ 3 Qty*	*6.00*		
Retaining Wall B - Leving Pad	*1 Set @ 5 Qty*	*5.00*		
Retaining Wall C - CIP Panel	*1 Set @ 5 Qty*	*5.00*		
MnDOT Asphalt Verification, per sample		2.00	679.00	$1,358.00
Subtask 1.2: Soils Testing				**$7,233.00**
Soil Compaction Testing - Nuclear Density		37.50	82.00	$3,075.00
Subgrade Prep - Trail	*4 Trips @ 2.5 Hr*	*10.00*		
Subgrade Prep - Roadway	*1 Trip @ 2.5 Hr*	*2.50*		
Muck Excavation Soil Correction Fill	*1 Trip @ 2.5 Hr*	*2.50*		
Select Granular Surcharge	*1 Trip @ 2.5 Hr*	*2.50*		
Common Embankment	*2 Trips @ 2.5 Hr*	*5.00*		
Storm Sewer Backfill	*2 Trips @ 2.5 Hr*	*5.00*		
Retaining Wall Backfill	*4 Trips @ 2.5 Hr*	*10.00*		
Soil Compaction Testing - DCP		9.00	82.00	$738.00
CL-5 Aggregate Base - Trail & Roadway	*2 Trips @ 3 Hr*	*6.00*		
CL-5 Retaining Wall B Leveling Pad	*1 Trip @ 3 Hr*	*3.00*		
Soil Sample pick-up		7.50	82.00	$615.00
Sample Pickup	*5 Trips @ 1.5 Hr*	*7.50*		
Project Engineer		8.00	160.00	$1,280.00
Nuclear moisture-density meter charge, per hour		37.50	24.00	$900.00
Trip Charge		25.00	25.00	$625.00
Subtask 1.3: Concrete Testing				**$1,476.00**
Concrete Testing		15.00	82.00	$1,230.00
Curb and Gutter	*2 Trips @ 2.5 Hr*	*5.00*		
Flatwork - Sidewalk	*2 Trips @ 2.5 Hr*	*5.00*		
Retaining Wall B - Leving Pad	*1 Trip @ 2.5 Hr*	*2.50*		
Retaining Wall C - CIP Panel	*1 Trip @ 2.5 Hr*	*2.50*		
Concrete Cylinder Pick Up		3.00	82.00	$246.00

		Qty/Hours	Rate	Amount
Cylinder Pickup	*3 Trips @ 1 Hr*	*3.00*		
Subtask 1.4: Bituminous Testing				**$378.00**
Bituminous Sample pick-up		4.00	82.00	$328.00
Bituminous Mixture Sample Pickup	*2 Trips @ 2 Hr*	*4.00*		
Trip Charge		2.00	25.00	$50.00
Subtask 1.5: Project Management				**$3,345.00**
Project Manager		10.00	160.00	$1,600.00
Senior Project Manager		2.00	185.00	$370.00
Project Assistant		5.00	82.00	$410.00
Principal Engineer		1.00	215.00	$215.00
Final Report		1.00	750.00	$750.00
Task 1 Total:				**$17,493.00**
Project Total				**$17,493.00**

BRAUN INTERTEC
the science you build on

Fee Estimate
10008656_002
City of Lakeville - 214th Street (CP 26-01)

Client:
City of Lakeville
Steve Ferraro
20195 Holyoke Ave
Lakeville, MN 55044-9047
(763) 286-1623

Work Site Address:
214th Street
Lakeville, Minnesota 55044

		Qty/Hours	Rate	Amount
Task 1: 214th Street (CP 26-01)				
Subtask 1.1: Laboratory Testing				**$2,952.00**
Soil Sieve Analysis with 200 wash, each		3.00	136.00	$408.00
Select Granular Embankment	*1 Ea @ 1 Qty*	*1.00*		
Full Depth Reclaim	*1 Ea @ 1 Qty*	*1.00*		
Soil Proctor MD Relationship (Standard) each		3.00	185.00	$555.00
Concrete Compressive Strength Cylinders each		17.00	31.00	$527.00
Curb and Gutter	*2 Sets @ 3 Qty*	*6.00*		
Sidewalk	*1 Set @ 3 Qty*	*3.00*		
Driveways	*2 Sets @ 4 Qty*	*8.00*		
MnDOT Asphalt Verification, per sample		2.00	679.00	$1,358.00
Asphalt Thickness and Density of Core each		2.00	52.00	$104.00
Subtask 1.2: Soils Testing				**$2,780.00**
Soil Compaction Testing - Nuclear Density		12.50	82.00	$1,025.00
Subgrade Preparation	*1 Trip @ 2.5 Hr*	*2.50*		
Select Granular Embankement	*1 Trip @ 2.5 Hr*	*2.50*		
Utility Backfill	*3 Trips @ 2.5 Hr*	*7.50*		
Soil Compaction Testing - DCP		6.00	82.00	$492.00
Full Depth Reclaim	*1 Trip @ 3 Hr*	*3.00*		
Soil Sample pick-up		1.50	82.00	$123.00
Sample Pickup	*1 Trips @ 1.5 Hr*	*1.50*		
Project Engineer		4.00	160.00	$640.00
Trip Charge		8.00	25.00	$200.00
Nuclear moisture-density meter charge, per hour		12.50	24.00	$300.00
Subtask 1.3: Concrete Testing				**$1,471.00**
Concrete Testing		12.50	82.00	$1,025.00
Curb and Gutter	*2 Trips @ 2.5 Hr*	*5.00*		
Flatwork - Sidewalk and Driveways	*3 Trips @ 2.5 Hr*	*7.50*		
Concrete Cylinder Pick Up		3.00	82.00	$246.00
Cylinder Pickup	*3 Trips @ 1 Hr*	*3.00*		
Trip Charge		8.00	25.00	$200.00
Subtask 1.4: Bituminous Testing				**$875.00**
Bituminous Compaction Testing - Nuclear Density		3.00	82.00	$246.00
Bituminous Roll Pattern & Sample Pickup - Wear	*1 Trip @ 3 Hr*	*3.00*		
Bituminous Sample pick-up		2.00	82.00	$164.00
Bituminous Sample Pickup - Non-wear	*1 Trip @ 2 Hr*	*2.00*		
Bituminous Coring		3.00	106.00	$318.00
Mark & Observe Bituminous Cores	*1 Trip @ 3 Hr*	*3.00*		
Trip Charge		3.00	25.00	$75.00
Nuclear moisture-density meter charge, per hour		3.00	24.00	$72.00
Subtask 1.6: Project Management				**$1,591.00**
Project Manager		6.00	160.00	$960.00
Senior Project Manager		1.50	185.00	$277.50

	Qty/Hours	Rate	Amount
Project Assistant	3.00	82.00	$246.00
Principal Engineer	0.50	215.00	$107.50
Task 1 Total:			**$9,669.00**
Project Total			**$9,669.00**

BRAUN INTERTEC
the science you build on

Fee Estimate
10008656_003
City of Lakeville - 2026 Miscellaneous Impts (CP 26-01)

Client:
City of Lakeville
Steve Ferraro
20195 Holyoke Ave
Lakeville, MN 55044-9047
(763) 286-1623

Work Site Address:
Various Locations
Lakeville, Minnesota 55044

		Qty/Hours	Rate	Amount
Task 1: 2026 Miscellaneous Impts (CP 26-01)				
Subtask 1.1: Laboratory Testing				**$8,580.00**
Soil Sieve Analysis with 200 wash, each		2.00	136.00	$272.00
Full Depth Reclaim	*1 Ea @ 1 Qty*	*1.00*		
CL-5 Aggregate Base	*1 Ea @ 1 Qty*	*1.00*		
Soil Proctor MD Relationship (Standard) ASTM D698 each		2.00	185.00	$370.00
Asphalt Content of Aggregate Base ASTM D6307 each		1.00	150.00	$150.00
Concrete Compressive Strength Cylinders ASTM C39 each		76.00	31.00	$2,356.00
Curb and Gutter	*12 Sets @ 3 Qty*	*36.00*		
Flatwork - Sidewalk & Driveways	*8 Sets @ 3 Qty*	*24.00*		
Driveways	*4 Sets @ 4 Qty*	*16.00*		
MnDOT Asphalt Verification, per sample		8.00	679.00	$5,432.00
Subtask 1.2: Soils Testing				**$2,083.00**
Soil Compaction Testing - Nuclear - Nuclear Density Testing		5.00	82.00	$410.00
Subgrade Preparation (Eclipse Trail)	*1 Trip @ 2.5 Hr*	*2.50*		
Utility Backfill	*1 Trip @ 2.5 Hr*	*2.50*		
Soil Compaction Testing - Non Nuclear - DCP Testing		6.00	82.00	$492.00
Full Depth Reclaim	*1 Trip @ 3 Hr*	*3.00*		
CL-5 Aggregate BaSe	*1 Trip @ 3 Hr*	*3.00*		
Soil Sample pick-up		3.00	82.00	$246.00
Full Depth Reclaim	*1 Trip @ 1.5 Hr*	*1.50*		
CL-5 Aggregate BaSe	*1 Trip @ 1.5 Hr*	*1.50*		
Project Engineer		4.00	160.00	$640.00
Trip Charge		7.00	25.00	$175.00
Nuclear moisture-density meter charge, per hour		5.00	24.00	$120.00
Subtask 1.3: Concrete Testing				**$6,804.00**
Concrete Testing		60.00	82.00	$4,920.00
Curb and Gutter	*12 Trips @ 2.5 Hr*	*30.00*		
Flatwork - Sidewalk & Driveways	*12 Trips @ 2.5 Hr*	*30.00*		
Concrete Cylinder Pick Up		12.00	82.00	$984.00
Cylinder Pickup	*12 Trips @ 1 Hr*	*12.00*		
Trip Charge		36.00	25.00	$900.00
Subtask 1.4: Bituminous Testing				**$2,744.00**
Soil Compaction Testing - Nuclear - Nuclear Density Testing		24.00	82.00	$1,968.00
Bituminous Roll Pattern & Sample Pickup	*8 Trips @ 3 Hr*	*24.00*		
Trip Charge		8.00	25.00	$200.00
Nuclear moisture-density meter charge, per hour		24.00	24.00	$576.00
Subtask 1.5: Project Management				**$3,744.00**
Project Manager		15.00	160.00	$2,400.00
Senior Project Manager		3.00	185.00	$555.00
Project Assistant		7.00	82.00	$574.00
Principal Engineer		1.00	215.00	$215.00
Task 1 Total:				**$23,955.00**

	Qty/Hours	Rate	Amount
Project Total			**$23,955.00**

Date: 4/6/2026

Lakeville 35 Logistics Center South Addition Preliminary Plat and Conditional Use Permit

Proposed Action
Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the preliminary plat of Lakeville 35 Logistics Center South Addition, and 2) approval of a conditional use permit to permit a warehouse building in the O-P, Office Park District, and adopt the findings of fact.

Overview
Representatives from LPDC, LLC have submitted applications for a preliminary plat and conditional use permit for a one lot, one outlot subdivision to be known as Lakeville 35 Logistics Center South Addition. The site is 15.36 acres in area and located south of Juniper Way (CSAH 70) and north of 215th Street. The applicant is proposing a multi-tenant industrial office/warehouse project with an approximate 171,000 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

The Planning Commission held a public hearing at the March 19, 2026 meeting, the applicant was present and there was no public comment. The Planning Commission unanimously recommended approval of the preliminary plat and conditional use permit applications subject to the stipulations listed in the attached documents.

Supporting Information
1. Pre Plat Resolution-CUP-Findings-PC Min
2. Planning and Engineering Staff Reports
3. LocationMap-ZoningMap-ApplicantNarrative
4. PrePlat-ExistingConditions-SitePlan-GradingPlan
5. LandscapePlan-Lighting-ExteriorElevations-PlatComm

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-____

RESOLUTION APPROVING THE PRELIMINARY PLAT
OF LAKEVILLE 35 LOGISTICS CENTER SOUTH ADDITION

WHEREAS, LPDC, LLC requests approval of the preliminary plat to be known as **LAKEVILLE 35 LOGISTICS CENTER SOUTH ADDITION;** and

WHEREAS, the Planning Commission held a public hearing at its March 19, 2026 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **LAKEVILLE 35 LOGISTICS PARK SOUTH ADDITION** preliminary plat is approved subject to the following stipulations:

1. The recommendations listed in the Engineering Division memorandum dated March 10, 2026.
2. The site and building shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.
3. Park dedication will be satisfied by a cash contribution paid at the time of final plat.
4. Prior to City Council consideration of the final plat, a stormwater maintenance agreement shall be signed by the property developer for the on-site private stormwater facilities.
5. The landscape plan shall be revised to include landscaping along the south part of the building and the west parking lot and continuous row of plantings from CSAH 70 to 215th Street. A landscaping financial security shall be submitted with the final plat.

6. All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
7. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.
8. A parking deferment may be required at the time of final plat if the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance

ADOPTED by the Lakeville City Council this **6th** day of **April 2026.**

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26- ___

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby grants a conditional use permit to LPDC, LLC to allow a warehouse building in the O-P, Office Park District.

2. Property. The permit is for the following described property in the City of Lakeville: **Lot 1, Block 1, Lakeville 35 Logistics Center South Addition, Dakota County, Minnesota**

3. Conditions. This conditional use permit is issued subject to the following stipulations:

   a) The recommendations listed in the Engineering Division memorandum dated March 10, 2026.

   b) The site and building shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.

   c) All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.

   d) Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

   e) A parking deferment may be required at the time of final plat if the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance

4. Revocation. The City may revoke the permit for cause upon determination that the conditional use is not in conformance with the conditions of this permit or is in continued violation of the Zoning Ordinance, City Code, or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences construction of the authorized use within one year of the date of this conditional use permit, unless an extension is approved by the Zoning Administrator.

DATED: April 6, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 6th day of April 2026, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

SEAL

DRAFTED BY:
City of Lakeville,
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

LAKEVILLE 35 LOGISTICS CENTER SOUTH ADDITION

CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION

On March 19, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider a conditional use permit to allow a warehouse building in the O-P, Office Park District to be located on Lot 1, Block 1, Lakeville 35 Logistics Center South Addition. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Land Use Plan, which guides the property for office park uses.
2. The property is currently zoned O-P, Office Park District.
3. The legal description at the time of final plat of the property will be:

   Lot 1, Block 1, Lakeville 35 Logistics Center South Addition, Dakota County, Minnesota

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

   a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

      Finding: The proposed warehouse building is consistent with the 2040 Comprehensive Land Use Plan and the District 6 recommendations of the Comprehensive Plan.

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

      Finding: The proposed warehouse building will be accessed exclusively from 215th Street. There are no nearby land uses that will be adversely impacted by the proposed warehouse building. Provided compliance with the conditional use permit, the proposed warehouse use will be compatible with existing and planned nearby land uses in the vicinity.

c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The exterior design of the industrial warehouse building conforms to all performance standards contained in the Zoning Ordinance and the City Code.

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

Finding: The subject property lies within the current MUSA. The property can be served with public sanitary sewer and water services. The use of the property as an industrial warehouse will have no impact on the City's service capacity.

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

Finding: Anticipated traffic generated by the industrial warehouse – office building is within the capabilities of all public streets serving the property. Dakota County Plat Commission has reviewed and approved the plat and planned land use.

5. The planning report dated March 10, 2026 prepared by Senior Planner Heather Botten is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: April 6, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

SEAL

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES for
Item 5.b Lakeville 35 Logistics Center South Addition
March 19, 2026

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Ex-Officio Kelli Coughlin

Members Absent: Amanda Tinsley

Staff Present: Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

5b. Lakeville 35 Logistics Center South Addition

Chair Zimmer opened the public hearing to consider the application of Likewise Partners for a preliminary plat and conditional use permit for a one lot, one outlot subdivision.

Tom Strohm, Likewise Partners, introduced the project.

Senior Planner Heather Botten presented the staff report. The site is 15.36 acres in area and located south of Juniper Way (CSAH 70) and north of 215th Street. The property is undeveloped land, historically been used for agricultural crop production. There is a wetland on the southeasterly part of the property.

The applicant is proposing the second phase of Lakeville 35 Logistics Center, a multi-tenant industrial office/warehouse project with an approximate 171,000 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

Community Development Department staff recommend approval of the Lakeville 35 Logistics Center South Addition preliminary plat and conditional use permit.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swenson, seconded by Swaney to close the public hearing at 6:09 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza inquired if the exterior doors will be numbered or labeled for emergency response. Mr. Strohm stated there will be address signage on the building and suite signage above each entrance.

DRAFT

- Commissioner Traffas asked if the primary purpose of this building is storage and distribution. Mr. Strohm stated that it is office warehouse.
- Chair Zimmer stated with the egress being a dirt road that needs upgrading, what the timeframe is for the completion of the project. Mr. Strohm stated they are working closely with staff to plan the timing with this project and the 215th Street upgrades. He stated they plan for a nine to ten month construction period starting this summer. Assistant City Engineer Jon Nelson stated they are currently at the stage to order the feasibility report to determine the timeframe of this project. It is scheduled for construction to take place this year, and is anticipated to be a late summer construction. The 215th Street project includes the extension of the trunk sanitary sewer line to the west side of Interstate 35.
- Commissioner Swenson stated the tree preservation plan has a lot of the protected trees located in the wetland. He continued stating wetlands come in all shapes and sizes and what is classified as a wetland may not appear to be a wetland to the lay person. There are wetlands that are flooded woodland which this one falls into that class.

Motion was made by Einck, seconded by Swenson to recommend to City Council approval of the Lakeville 35 Logistics Center South Addition preliminary plat and conditional use permit, and the findings of fact, subject to the following stipulation:

1. The recommendations listed in the Engineering Division memorandum dated March 10, 2026.
2. The site and building shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.
3. Park dedication will be satisfied by a cash contribution paid at the time of final plat.
4. Prior to City Council consideration of the final plat, a stormwater maintenance agreement shall be signed by the property developer for the on-site private stormwater facilities.
5. The landscape plan shall be revised to include landscaping along the south part of the building and the west parking lot and continuous row of plantings from CSAH 70 to 215th Street. A landscaping financial security shall be submitted with the final plat.
6. All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
7. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.
8. A parking deferment may be required at the time of final plat fi the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance.

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

Nays: 0

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: March 10, 2026

Subject: Packet Material for the March 19, 2026 Planning Commission Meeting

Agenda Item: Lakeville 35 Logistics Center South - Preliminary plat and CUP

Application Action Deadline: April 24, 2026 (60-day deadline)

BACKGROUND

Representatives of Likewise Partners have submitted applications for a preliminary plat and conditional use permit for a one lot, one outlot subdivision to be known as Lakeville 35 Logistics Center South Addition. The site is 15.36 acres in area and located south of Juniper Way (CSAH 70) and north of 215th Street.

The applicant is proposing the second phase of Lakeville 35 Logistics Center, a multi-tenant industrial office/warehouse project with an approximate 171,000 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

The preliminary plat plans have been reviewed by Community Development, Engineering, Environmental Resources, Forestry, and Parks and Recreation Department.

EXHIBITS:

A. Location Map
B. Zoning Map
C. Narrative
D. Preliminary Pat
E. Existing Conditions
F. Site Plan

G. Grading and Drainage Plan
H. Landscape Plan
I. Photometric Plan
J. Exterior Elevation Plans (2 Pages)
K. Dakota County Plat Commission letter dated March 12, 2026

Planning Analysis

Preliminary Plat

Existing Conditions. The property is undeveloped land, historically been used for agricultural crop production. There is a wetland on the southeasterly part of the property.

Surrounding Land Uses. The site is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Juniper Way (CSAH 70) and Industrial Building	Office Park	OP, Office Park District
South	Agricultural Property, future industrial development	Warehouse/Light Industrial	I-1, Light Industrial
East	City Owned Property	Restricted Development	P/OS, Public Open Space District
West	Industrial Use	Office Park	OP, Office Park District

Lots/Blocks. One lot on one block is proposed with the preliminary plat along with one outlot to be deeded to the city. Proposed Lot 1 is 13.66 acres in area with over 1,300 ft of lot width exceeding the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the OP District.

Streets. Juniper Way (CSAH 70) abuts the proposed preliminary plat to the north. Juniper Way is a four-lane divided roadway within a 150-foot wide (75-foot north and south half) right-of-way. All required right-of-way had been previously dedicated for Juniper Way. Access to and from the property will be from 215th Street, currently a full access point onto CSAH 70.

215th Street is currently an unpaved road that runs along the southern portion of the plat that will provide two access points to the development. This road is planned for reconstruction, consistent with the City's urban collector roadway design standards. The project is explained in more detail in the Engineeing Memo dated March 10, 2026.

The Dakota County Plat Commission recommended approval of the preliminary plat at the March 11, 2026 meeting subject to the requirements in the approval letter dated March 12, 2026.

Tree Preservation. As an industrial district, the tree removal threshold is 70%. The Tree Preservation Plan identifies 2,104 inches of significant trees. The plans propose to remove 202 diameter inches which is below the threshold. A total of 1,902 diameter inches of significant trees are identified to be preserved.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

Wetlands. One wetland was identified on the site. No impacts are proposed to the wetland. A grading permit will not be issued until the wetland delineation has been reviewed and approved during the growing season.

Grading, Drainage, Erosion Control, Utilities. Grading, drainage, erosion control, and utility plans have been submitted with the preliminary plat and are discussed in more detail in the attached March 10, 2026 engineering report. The Engineering Division recommends approval of Lakeville 35 Logistics Center South Addition preliminary plat and development plans subject to the comments outlined in the engineering report.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. Park dedication will be satisfied with a cash fee in effect at the time of final plat approval.

The development of Lakeville 35 Logistics South Addition includes the construction of a 10-foot-wide bituminous trail, constructed on the south side of CSAH 70, adjacent to the plat frontage. The Developer will be responsible for 100% of the grading and restoration for the bituminous trail to the length of the plat. The Developer shall receive a credit to the final plat cash fees for the City's 3/8th share (excluding grading and restoration) of the trail construction costs.

CUP/Site Plan Analysis

Development of a warehouse in the O-P District requires a conditional use permit per Section 11-75-7.H of the Zoning Ordinance.

The site development and construction plans propose one building, approximately 171,000 square feet to include both office and warehouse type uses. The building is being constructed on speculation, the site plan estimates 10% office/90% warehouse occupancy, consistent with similar industrial office/warehouse buildings.

Building Setbacks. The O-P, Office-Park District requires the following setback requirements:

	Front Yard (215th St)	W. Side Yard	Rear Yard (CSAH 70)
Minimum	50 feet	10 feet	30 feet
Proposed	52 feet	50+ feet	50+ feet

Building Height/Exterior Materials. The proposed building will be one-story and 39 feet in height in compliance with O-P District requirements. The building will be constructed with 96% or greater Grade A materials, consisting of smooth texture pre-cast concrete panels painted white and gray with blue accents. The loading docks will be located on the east side of the building. The exterior building materials and design comply with Zoning Ordinance requirements for the OP District. The proposed building is compatible with the area in which it is proposed and consistent in design to other warehouse/office buildings in the OR District, as allowed by the Zoning Ordinance.

Access/Parking/Drive Aisles. The property will have two access points via 215th Street on the south side of the site. The egress points have been approved by Engineering. The parking lot meets or exceeds the minimum setbacks from a property line.

A parking deferment may be required at the time of final plat if the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance. The site plan demonstrates two areas of proof of parking to accommodate the expansion of parking facilities to meet the minimum requirements if the parking demand exceeds the site supply.

Building size …….. 170,978 SF

Minus 10% of floor area allowed by code..153,880 SF

Office area - est. 10% of floor area - 15,388 SF

3 spaces per 1,000 SF = **46 stalls**

Warehouse square feet - est. 90% = 138,492 SF

1 space per 1,000 SF = **138 stalls**

Required (assuming 10% office occupancy)....184 stalls

Provided……....182 stalls

Proof of Parking……40 stalls

Circulation. All drive aisles and parking stalls comply with the required aisle width and parking stall dimensions for two-way 90-degree vehicle parking. The site has been designed to allow semi-truck and trailer and emergency vehicle circulation throughout the site. Employee and visitor vehicles would park on the on the west and north side of the building with semi-traffic and semi-trailer parking using the easterly egress and the loading dock area.

Outdoor Storage. Outside storage will be limited to semi-trailers as part of the function of the building occupancy that includes receiving, transferring, shipping of goods and materials. The trailer parking will be located at the rear of the building.

Landscaping/Screening. The O-P District requires a minimum of 30% landscaped area on the property. Subtracting right-of-way dedication, the lot size is 14.88 acres. The site layout as designed proposes 46.6% greenspace, exceeding minimum requirements.

The landscape plan proposes 59 shade and evergreen trees and a variety of shrubs and perennials. Zoning Ordinance 11-21-9.B requires industrial and commercial properties to include perimeter plantings, including along the right-of-way of the proposed preliminary plat. The landscape plan shall be revised to include landscaping along the south part of the building and the west parking lot and continuous row of plantings from CSAH 70 to 215th Street.

All of the landscaped areas within and adjacent to the parking lot, including landscaped islands, shall be irrigated in compliance with the Zoning Ordinance. A financial security will be required with the final plat to guarantee installation of the approved landscaping. The security amount will be determined by the developer's landscaping contractor prior to City Council consideration of the final plat.

Signage. The Zoning Ordinance for the OP District allows one freestanding sign to a maximum area of 100 square feet and 10 feet in height. The sign shall be located at least 15 from the property line abutting right-of-way and five feet from a side property line. All wall signs shall comply with Chapter 11-23 of the City Code. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.

Site Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. The light pole height may not exceed 35 feet and the fixture style shall be downcast to meet the ordinance requirements. Wall mounted lights shall be downcast fixtures only. The light fixtures shall meet Zoning Ordinance requirements and shall be reviewed by staff prior to issuance of an electrical permit.

Recycling and Trash Containers. If trash will be kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. All outdoor trash enclosures must be screened with a structure that is a minimum of six feet in height or one foot taller than the containers and must be constructed of materials that match the architecture of the principal building.

Mechanical Equipment. All rooftop and ground mounted mechanical equipment shall comply with Section 11-21-13 of city code. Screening materials must be aesthetically harmonious and compatible with the building.

Snow Storage. Snow storage may not take place in required parking spaces. Snow removal is shown to be stored near the southeast side of the building, out of the required parking areas.

RECOMMENDATION

Community Development Department staff has determined that Lakeville 35 Logistics Center South Addition preliminary plat, preliminary site development plans, and conditional use permit comply with Subdivision and Zoning Ordinance requirements for the O-P district. Staff recommends approval of the preliminary plat and conditional use permit subject to the following stipulations:

1. The recommendations listed in the Engineering Division memorandum dated March 10, 2026.
2. The site and building shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.
3. Park dedication will be satisfied by a cash contribution paid at the time of final plat.
4. Prior to City Council consideration of the final plat, a stormwater maintenance agreement shall be signed by the property developer for the on-site private stormwater facilities.
5. The landscape plan shall be revised to include landscaping along the south part of the building and the west parking lot and continuous row of plantings from CSAH 70 to 215th Street. A landscaping financial security shall be submitted with the final plat.
6. All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
7. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.
8. A parking deferment may be required at the time of final plat if the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance

Approval of a conditional use permit requires adoption of findings of fact by the Planning Commission and City Council. Draft findings of fact are attached to this report.

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Heather Botten, Senior Planner

From: Jonathan Nelson, Assistant City Engineer
McKenzie Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: March 10, 2026

Subject: Lakeville 35 Logistics Center South

- Preliminary Plat
- Preliminary Grading and Erosion Control Plan
- Preliminary Utility Plan
- Preliminary Tree Preservation Plan

BACKGROUND

LPDC, LLC submitted a preliminary plat named Lakeville 35 Logistics Center South. The proposed development is located east of Interstate 35, north of and adjacent to 215th Street and south of and adjacent to Juniper Way (CSAH 70). The parent parcel consists of Outlot A, Lakeville 35 Logistics North Addition and is zoned OP, Office Park District.

The preliminary plat consists of one lot within one block and one outlot on 15.08 acres. The Developer is dedicating 0.48 acres for 215th Street right-of-way.

The outlot created with the preliminary plat shall have the following use:

Outlot A: Wetland management area; to be deeded to the City (1.22 acres)

The development will be completed by:

Developer:	LPDC, LLC
Engineer/Surveyor:	Sambatek

SITE CONDITIONS

The Lakeville 35 Logistics Center South site contains undeveloped agricultural land. All existing remnants from the site, including field entrances and culverts, shall be removed with the final plat. The Developer must provide a security with the final plat to ensure the work is completed in accordance with applicable rules and regulations. There is an overhead transmission line on the south side of the platted area that is considered high voltage.

EASEMENTS

The Developer shall provide the city temporary construction easements necessary for the grading and construction of City Project No. 26-09 215th Street improvements prior to recording of the final plat.

STREET AND SUBDIVISION LAYOUT

Juniper Way (CSAH 70)

Lakeville 35 Logistics Center South is south of and adjacent to Juniper Way, a Dakota County highway classified as a principal arterial as identified in the City's Transportation Plan. Juniper Way is an existing four-lane divided rural highway. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The necessary right-of-way was previously dedicated with Lakeville 35 Logistics Center North final plat. The Dakota County Plat Commission recommended approval of the preliminary plat on March 11, 2026. The Developer is responsible for any requirements stipulated by Dakota County.

215th Street

Lakeville 35 Logistics Center South is located north of and adjacent to 215th Street, a City roadway classified as a minor collector. The necessary right-of-way was previously dedicated with Lakeville 35 Logstics Center North final plat.

215th Street is a two-lane undivided rural gravel roadway. 215th Street is planned for reconstruction consistent with City urban collector roadway design standards. The improvements are programmed in Lakeville's current adopted 5-year Capital Improvement Plan (2026-2030). The Developer shall enter into an assessment agreement with the City prior to issuance of an award for construction for the construction of City Project No. 26-09 215th Street Improvements and waive the right to appeal the assessment. Entering into the assessment agreement releases the Developer and owner from their obligation to construct the public improvements associated with CP 26-09.

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

Development of Lakeville 35 Logistics Center South includes construction of a public trail. A ten-foot-wide trail, with pedestrian curb ramps, will be constructed along the south side of Juniper Way (CSAH 70) for the entirety of the plat frontage. The Developer will be responsible for 100% of the grading and restoration for the bituminous trails. The Developer shall receive a credit to the final plat cash fees for the City's 3/8th share (excluding grading and restoration) of the trail construction costs.

The Park Dedication requirement has not been collected on the parent parcel. The Park Dedication requirement will be satisfied through a cash contribution to be paid with the final plat at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Lakeville 35 Logistics Center South is located within subdistricts SC-10500 and SC-10510 of the South Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M649. Wastewater treatment is provided by the Empire Wastewater Treatment Plant.

Development of Lakeville 35 Logistics Center South includes construction of private sanitary sewer. Sanitary sewer service will extend within Lot 1 from an existing stub.

Sanitary sewer was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Sanitary Sewer Charge has not been collected on the parent parcel and shall be paid with the final plat. The fee will be based on the rate in effect at the time of final plat approval. The Developer shall reimburse the City for its share of the sanitary sewer improvements associated with Lakeville 35 Logistics Center South with the final plat.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be collected with the building permit based on NCES SAC unit determination.

WATERMAIN

Development of Lakeville 35 Logistics Center South includes construction of private watermain service. Watermain will extend within Lot 1 from a future stub to be constructed with City Project No. 26-09 215th Street Improvements.

Watermain was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Watermain Charge has not been collected on the parent parcel and shall be paid with the final plat. The fee will be based on the rate in effect at the time of final plat approval. The Developer shall reimburse the City for its share of the watermain improvements associated with Lakeville 35 Logistics Center South with the final plat.

STORM SEWER

Development of Lakeville 35 Logistics Center South includes construction of privately owned and maintained storm sewer systems. Storm sewer will be constructed within Lot 1 to collect and convey stormwater runoff generated from within the site to a private stormwater management facility.

The Storm Sewer Charge has not been collected on the parent parcel and shall be paid with the final plat at the rate in effect at the time of final plat approval.

Draintile construction is required in areas of non-granular soils within Lakeville 35 Logistics Center Soutth for the street subgrade and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

OVERHEAD LINES

Existing aboveground equipment (utility lines and poles) is located along the south plat boundary, adjacent to the parent parcel. The overhead lines must be undergrounded, in relation to the City's Public Ways and Property Ordinance, unless the line is shown as a high voltage line that cannot be undergrounded by the utility provider.

DRAINAGE AND GRADING

Lakeville 35 Logistics Center South is located within subdistricts SC-004 and SC-005 of the South Creek stormwater district.

Development of Lakeville 35 Logistics Center South includes construction of a privately-owned and maintained stormwater management system. A stormwater management basin will be located in Lot 1 and provide treatment and rate control of stormwater runoff generated from the site. The Developer shall enter into a Stormwater Maintenance Agreement with the City for the private stormwater management systems. Prior to final plat approval, a final stormwater management design consistent with the City's stormwater management ordinance must be submitted and approved by City staff.

The MS4 Administration Fee has not been collected on the parent parcel and must be paid with the final plat.

The Developer must certify to the City that all lots with footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. Prior to issuance of building permits, the soils observation and testing report, and an as-built certified grading plan must be submitted and approved by City staff.

Lakeville 35 Logistics Center South Addition contains more than one acre of site disturbance, therefore a National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for construction activity from the Minnesota Pollution Control Agency is required. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site. No grading or tree removals can take place until authorized by the City. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fence is required along all wetlands. 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.

A maintenance schedule for the establishment of vegetation in the stormwater management basin must be submitted to the City for review prior to the start of grading.

WETLANDS

A preliminary wetland delineation report was completed for the site but will not be reviewed until the growing season. One wetland was identified on the site. No impacts are proposed to the wetland. A grading permit will not be issued until the wetland delineation has been reviewed and approved during the growing season. If the wetland boundary is found to differ from the preliminary wetland delineation after review and approval the site will be modified prior to final plat to accommodate the approved wetland and wetland buffer.

TREE PRESERVATION

The Tree Preservation Plan submitted with the Lakeville Logistics 35 South preliminary plat identifies 2,104 inches of significant trees located with the project boundaries. As a Mixed Use, Commercial, Industrial, or Special District, the tree removal threshold is 70%, or 1,472 inches. Plans propose to remove 106 diameter inches on site, and 96 diameter inches off site, for a total proposed removal of 202 diameter inches which is below the threshold. A total of 1,902 diameter inches of significant trees are identified to be preserved.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any

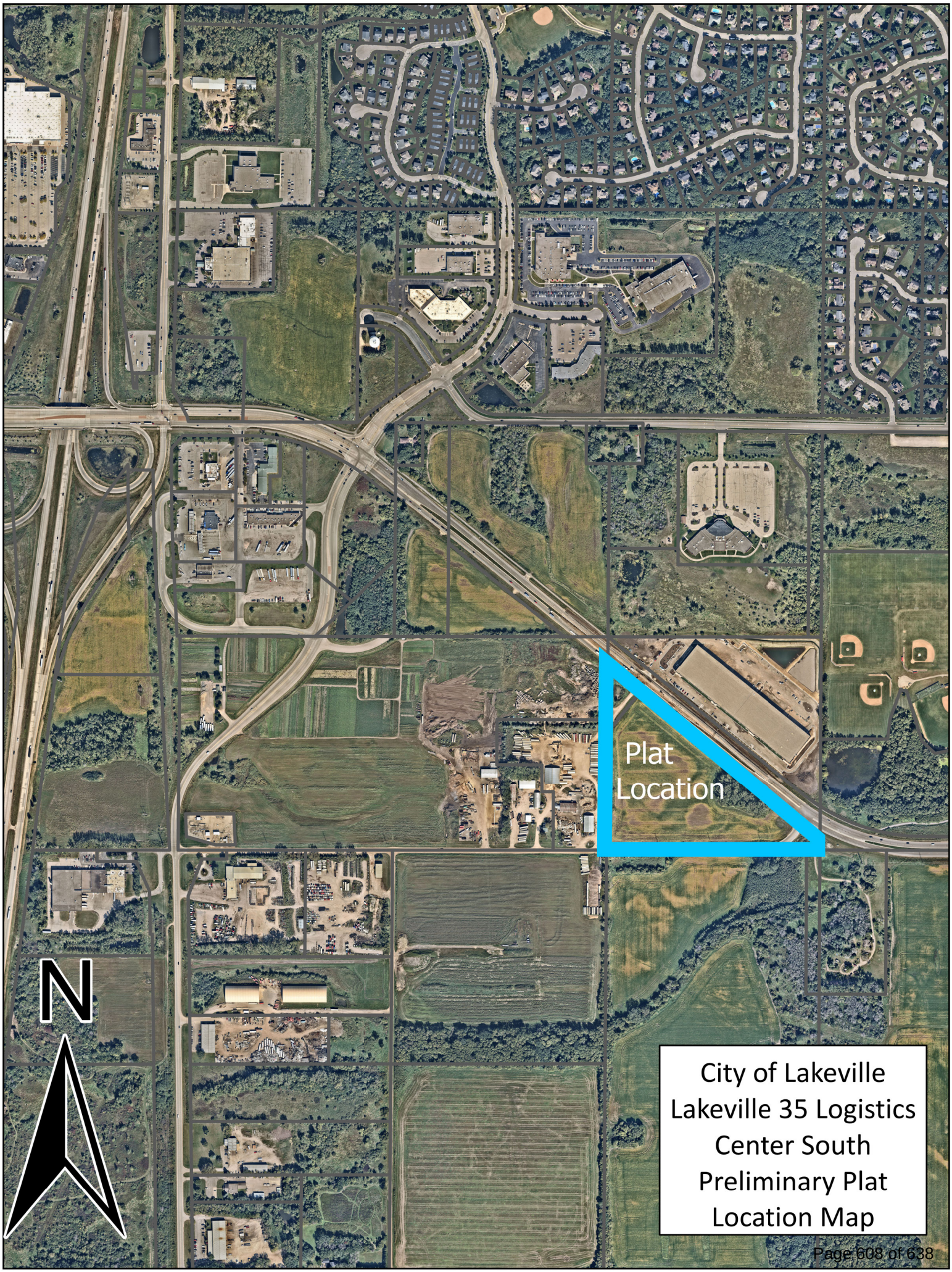
preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

FEMA FLOODPLAIN ANALYSIS

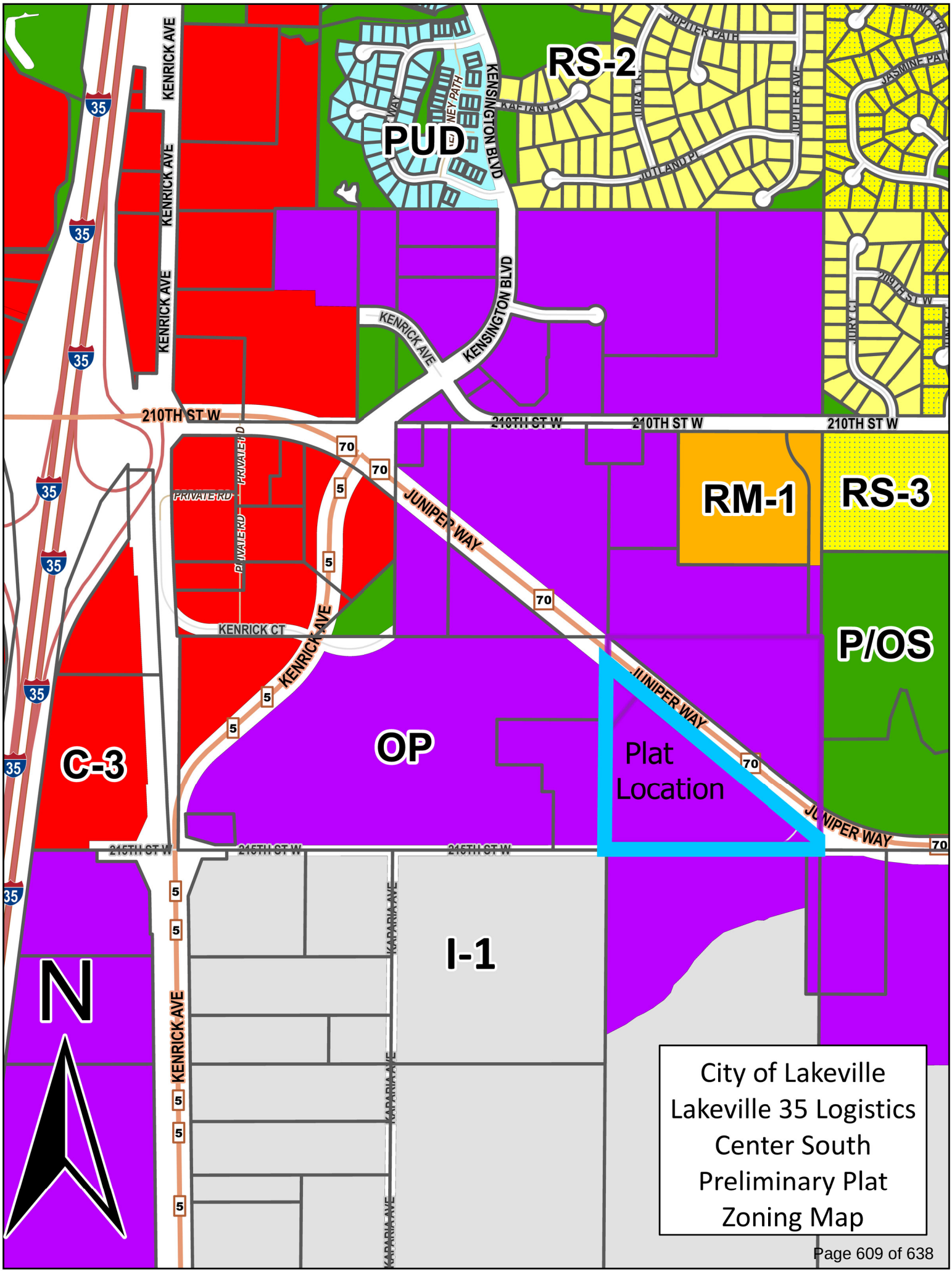
Lakeville 35 Logistics Center South Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0191E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation by FEMA, the lots within Lakeville 35 Logistics Center South are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

RECOMMENDATION

Engineering recommends approval of the preliminary plat, site plan, grading and erosion control plan, and utility plan for Lakeville 35 Logistics Center South Addition, subject to the requirements and stipulations within this report.



City of Lakeville
Lakeville 35 Logistics Center South
Preliminary Plat
Location Map



City of Lakeville
Lakeville 35 Logistics Center South
Preliminary Plat
Zoning Map

January 5, 2026

Tina Goodroad
Community Development Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

SUBJECT: Request for City Approvals
Lakeville 35 Logistics Center South
Lakeville, MN

Dear Ms. Goodroad,

On behalf of our client, Likewise Partners, we are respectfully submitting a Preliminary Plat and Conditional Use Permit application for the City of Lakeville's review and approval. The project proposes the development of a 170,978 sq. ft. office / industrial / warehouse building on a 15.36-acre lot.

PID #: 22-44466-00-010, 10655 215th Street West

Legal Description:

Outlot A, Lakeville 35 Logistics Center North Addition, according to the recorded plat, Dakota County, Minnesota.

Submittal Requirements:

The following information is being submitted for your review as part of our application:

1. Completed Preliminary Plat and Condition Use Permit applications.
2. Application Fees as follows:
    a. Preliminary Plat - $500 per addition, Engineer $2250 (15 ac x $150/acre) Escrow $3,000. Total fee - $5,750
    b. Conditional Use Permit - $500 plus $1,000 escrow. Total fee - $1,500
3. Certified Survey
4. Mailing Labels for property owners within 500 feet
5. Preliminary Development Plans that include Preliminary Plat, Site Plan, Grading Plan, Erosion Control Plan, Utility Plan, Landscape Plans, Tree Inventory and Preservation Plan
6. Narrative Describing Project
7. Architectural Site Plan, Floor Plan, Elevations, and Rendering.

Project Narrative:

Project overview
Likewise Partners is proposing the second phase of Lakeville 35 Logistics Center, a Multi-Tenant Office / Warehouse project, approximately 170,978 sq. ft. on 15.36 acres of undeveloped land located at 10655 215th Street West. The site is already zoned properly as OP – Office Park. It is our intention to start construction in the spring of 2026.

Building heights are described below and on the drawings. They include height and horizontal plane changes for visual interest at tenant entrances, same as the Phase 1 building.

Platting
The project was platted as an outlot with the first phase of the project. The Preliminary Plat proposed to plat the outlot into a single 15.36-acre developable lot. Right of way dedications for County Road 70 and 215th Street West were complete with the previous plat. Public drainage and utility easements will be established.

Site Context
The property is within a large section of land zoned Office Park, aptly zoned due to the convenient proximity to the I-35 highway intersection. The site is generally bounded by County Road 70 along the angled northeast property line, with 215th Street to the south and the Dunham Brothers recycling to the west.

Impervious Coverage / Greenspace Areas
The project will comply with the minimum 30% pervious greenspace coverage and 70% maximum impervious.

Wetlands
A wetland is present on the site. A Wetland Delineation Report for the subject property was completed by Kimley Horn, dated December 2023. Likewise Partners is working to confirm the status of approval of the wetland delineation report. The proposed development proposes to avoid impact the wetland, and not wetland impact permitting or mitigation is proposed.

Landscaping
Landscaping across the site will consist of a variety of deciduous, coniferous, ornamental trees, and native prairie groundcover strategically designed to provide screening, minimize irrigation needs, minimizing the heat island effect with shading of bituminous pavements, and create a unified aesthetic across the development.

Site Setbacks
Our building and parking setbacks meet or exceed the minimum zoning requirements for the OP district.

Utilities
Utility stubs for sanitary sewer and watermain are available from County Road 70; refer to Civil utility drawings. A fire pump to boost pressure will be provided inside for the building's ESFR

sprinkler system. Stormwater runoff will be collected from roof drains and parking lot inlets and routed into a storm water basin in the southeast corner of the site, all in accordance with the local watershed district regulations. Electrical and natural gas utilities are readily available as well.

Vehicular Traffic and Parking Calculations
Two access entrances are proposed from 215th Street West. The primary site access will be the western access; the eastern access will primarily be used for the truck court. The city is working on public street and utility improvements to 215th Street West, we understand that these improvements are a part of the city's capital improvement plan for 2026.

Pedestrian Circulation
A sidewalk connection will be provided for an anticipated trail along 215th Street W. Accessible access routes will be provided at tenant entrances.

Architectural Design and Building Materials
The building will be constructed to match the Phase 1 building, using high quality, commercial grade, low-maintenance materials; and is designed in a contemporary style with variations in color, plane, height and window treatment which offer visual interest to the public way. Facade materials include Grade A architectural 'smooth-as-cast' precast concrete wall panels and energy efficient aluminum & glass windows to comply with OP District material requirements on all four sides of the building. The building includes multiple tenant office entrances accented with Grade C fiber-cement siding and architectural ornamental metal canopies, both which provide visual interest. Clerestory windows are used on all four elevations to suggest a 'two-story appearance' from the public way as required in the OP District. Refer to the 'Materials Legend' on the exterior elevation sheets for a full breakdown of finish materials and glazing percentages on each elevation.

The building will have a 32 foot clear height inside, resulting in a typical exterior building height of 39 feet measured from floor grade up to the top of parapet wall. Accent features at tenant entries bump up to 40 feet tall. Along the back dock wall, the parapet height is 38 feet above floor level; and the exposed wall extends 4 feet below floor level for truck berths. The parapet walls serve to screen rooftop HVAC equipment from ground-level view the same way as the Phase 1 building.

Pertaining to building codes and fire codes, the building will be constructed to Type II-B standards, unlimited area, non-combustible, and protected with an ESFR sprinkler system. We anticipate tenants with Occupancy Groups B, F and S; plus based on recent experience, there may be tenants with Group A-3 Occupancy for indoor sports. Warehouse storage tenants will have high-piled and/or racked storage of materials classified as Commodity Types I – IV. With those commodity contents, no smoke and heat vents are required, nor smoke draft curtains, when the building has an ESFR system. Fire access doors will be provided every 125 ft around the perimeter per MN Fire Code requirements.

Site Signage
One double-sided monument sign is requested, matching the design of our Phase 1 monument sign. Directional signage at each driveway entrance is requested to guide vehicles toward parking or loading zones. We will also add stop signs at driveway exits, but those are not shown on the plan. Placeholder wall-mounted tenant name signs are shown on the building; those locations will be finalized / determined later. Tenants will submit final sign drawings for approval when applying for signage permits.

Site Lighting
Site lighting fixtures will use energy efficient LED lamps in architectural fixture housings with sharp cutoff, down-cast light distribution features to contain lighting within our property. Tenant entrances will have LED down-lighting to provide proper exit illumination at the entry doors. Other exit doors will have small LED egress lights to meet code. Refer to our Site Plan for light pole locations and our Elevations for wall-mounted lights. A photometric plan will be developed and supplied to soon to demonstrate compliance with footcandle spills at property lines.

Trash & Recycling Storage
Tenants will place their trash and recycling material into fully enclosed weather-proof collection containers. Each tenant will contract for their own trash and recycling service, as is consistent with this building type, and our Phase 1 project.

We appreciate the City's consideration of our application. Please contact me with any questions or concerns at 612-703-0735 or emiller@sambatek.com.

Sincerely,

Erik W. Miller, PE
Client Service Manager | Principal

LAKEVILLE 35 LOGISTICS CENTER SOUTH ADDITION

NORTH
0 40 80
SCALE IN FEET

THE EAST LINE OF THE NORTHEAST QUARTER OF SEC. 36 - T 114 - R21 IS ASSUMED TO HAVE A BEARING OF SOUTH 00 DEGREES 06 MINUTES 21 SECONDS WEST

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)

BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THIS PLAT.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- SET MONUMENT MARKED LS 53642
- GATE VALVE / HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- TRANSFORMER
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- GUARD POST
- SIGN
- GAS METER
- GAS MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- UNDERLYING / ADJACENT LOT
- TIE LINE
- SECTION LINE
- (100.00) DEED DISTANCE
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- OVERHEAD ELECTRICAL WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- WET LAND
- RETAINING WALL
- BLOCK RETAINING WALL
- STONE RETAINING WALL
- POND / WATER LINE
- FEMA FLOOD ZONE LINE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- TREE LINE
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- SPOT ELEVATION
- CONTOUR
- SOIL BORING
- REGULAR PARKING STALL COUNT
- TRAFFIC MARKERS

PROPERTY DESCRIPTION

Outlot A, LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION

DEVELOPMENT SUMMARY

AREA		
LOT 1, BLOCK 1	595,144 SF	13.66 AC
OUTLOT A	52,952 SF	1.22 AC
R/W DEDICATION	20,755 SF	0.48 AC

SETBACKS (PARKING)	
FRONT YARD	20 FT
REAR YARD	10 FT
SIDE YARD	10 FT

SETBACKS (BUILDING)	
FRONT YARD	50 FT
REAR YARD	30 FT
SIDE YARD	30 FT

ZONING	
EXISTING ZONING	OP OFFICE PARK
PROPOSED ZONING	OP OFFICE PARK

DEVELOPMENT NOTES

1. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
2. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
3. THE NAME OF THE PLAT IS LAKEVILLE 35 LOGISTICS CENTER SOUTH ADDITION

BENCHMARKS

1. THE VERTICAL DATUM IS BASED ON NAVD88. THE ORIGINATING BENCH MARKS IS BR 19850 SE, REFERENCED FROM THE MNDOT GEODETIC DATABASE

SITE BENCHMARK #1
TNH ELEV.=1030.86

SITE BENCHMARK #2
TNH ELEV.=1043.75

NO	DATE	BY	CKD	APPR	COMMENT
	12/12/2025	IF/SG	JDB	EWM	CLIENT REVIEW SET
	01/05/2026	IF/SG	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL
	02/20/2026	TPK	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL

© 2026 Sambatek

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

Print Name: GREGORY A. MILLENBACH

NOT FOR CONSTRUCTION

Date _____ License # 47470

PRELIMINARY 01/05/2026	DRAWN BY GAM
DESIGN REVIEW 02/20/2026	DESIGNED BY
PERMIT SUBMITTAL	CHECKED BY GAM
CONSTRUCTION DOCUMENTS	PROJECT NO. 54228

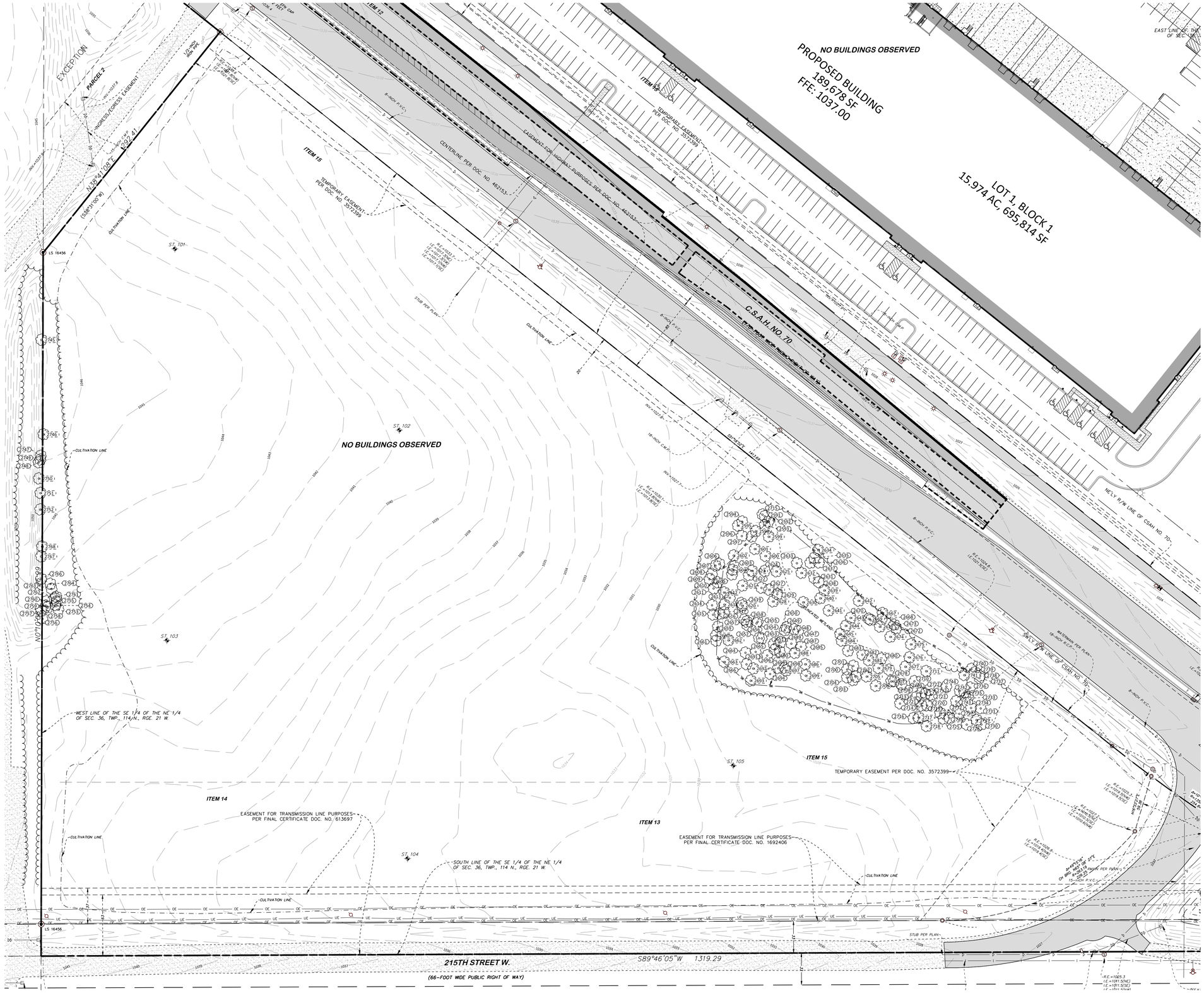
Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

PRELIMINARY PLAT

LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER SOUTH
PRELIMINARY SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET C2.02 5 OF 20 REV.

24.15 (LMS TECH) | THOMAS KEELEY | 3/10/2026 9:28:43 AM
J:\PROJECTS\54228\CAD\SURVEY\SHEETS\54228-PPLAT.DWG C2.02 PRELIMINARY PLAT



LEGEND

- FOUND MONUMENT
- SET MONUMENT MARKED
- ELECTRIC METER
- LIGHT
- AIR CONDITIONER
- GUY ANCHOR
- HANDICAP STALL
- UTILITY POLE
- POST
- SIGN
- DECIDUOUS TREE
- CONIFEROUS TREE
- WATERMAIN
- SANITARY SEWER
- FORCEMAIN (SAN.)
- STORM SEWER
- FLARED END SECTION
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- GAS METER
- OVERHEAD WIRE
- CHAIN LINK FENCE
- IRON FENCE
- WIRE FENCE
- WOOD FENCE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- LANDSCAPE SURFACE

DESCRIPTION

OUTLOT A, LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE RECORDED PLAT THEREOF.

PROPERTY SUMMARY

1. SUBJECT PROPERTIES ADDRESS IS 10655 215TH STREET W., LAKEVILLE, MN 55044. ITS PROPERTY IDENTIFICATION NUMBER IS 224446600010.
2. THE GROSS AREA OF THE SUBJECT PROPERTY IS 15.355 ACRES OR 668,850 SQUARE FEET.
3. THE SUBJECT PROPERTY IS ZONED OP - OFFICE PARK.
4. THERE ARE NO BUILDINGS OBSERVED.

BENCHMARKS

1. THE VERTICAL DATUM IS BASED ON NAVD88. THE ORIGINATING BENCH MARK IS BR 19850 SE, REFERENCED FROM THE MNDOT GEODETIC DATABASE

BENCHMARK #1
TNH ELEV.=1030.86

BENCHMARK #2
TNH ELEV.=1043.75

SURVEY NOTES

1. THE BEARING SYSTEM IS BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST). WITH AN ASSUMED BEARING S 00°06'21" W FOR THE EAST LINE OF NE 1/4, SECTION 36, TOWNSHIP 114, RANGE 21. THE ORIGINATING MONUMENTS UTILIZED TO ESTABLISH THE HORIZONTAL POSITION OF THIS SURVEY WERE THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SAID SECTION.
2. UTILITY INFORMATION SHOWN HEREON IS A COMPILATION OF PROVIDED MAP INFORMATION AND THOSE VISIBLE UTILITIES AND MARKED UTILITIES WHICH WERE LOCATED DURING THE SURVEY FIELD WORK. UTILITY SUPPLIERS OFTEN DO NOT RESPOND TO LOCATE REQUESTS IN THE FIELD BUT MAY PROVIDE MAPS, PLANS AND DRAWINGS IN LIEU OF PHYSICAL LOCATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION AS INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE AVAILABLE INFORMATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. PURSUANT TO MS 216.D CONTACT GOPHER STATE ONE CALL AT (651-454-002) PRIOR TO ANY EXCAVATION.
3. FIELD WORK WAS COMPLETED ON 5/15/2024.

NORTH
0 40 80
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
	12/12/2025	IF/SG	JDB	EWM	CLIENT REVIEW SET
	01/05/2026	IF/SG	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL
	02/20/2026	TPK	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL

© 2026 Sambatek

NOT FOR CONSTRUCTION
47470

PRELIMINARY 01/05/2026	DRAWN BY GAM
DESIGN REVIEW 02/20/2026	DESIGNED BY
PERMIT SUBMITTAL	CHECKED BY GAM
CONSTRUCTION DOCUMENTS	PROJECT NO. 54228

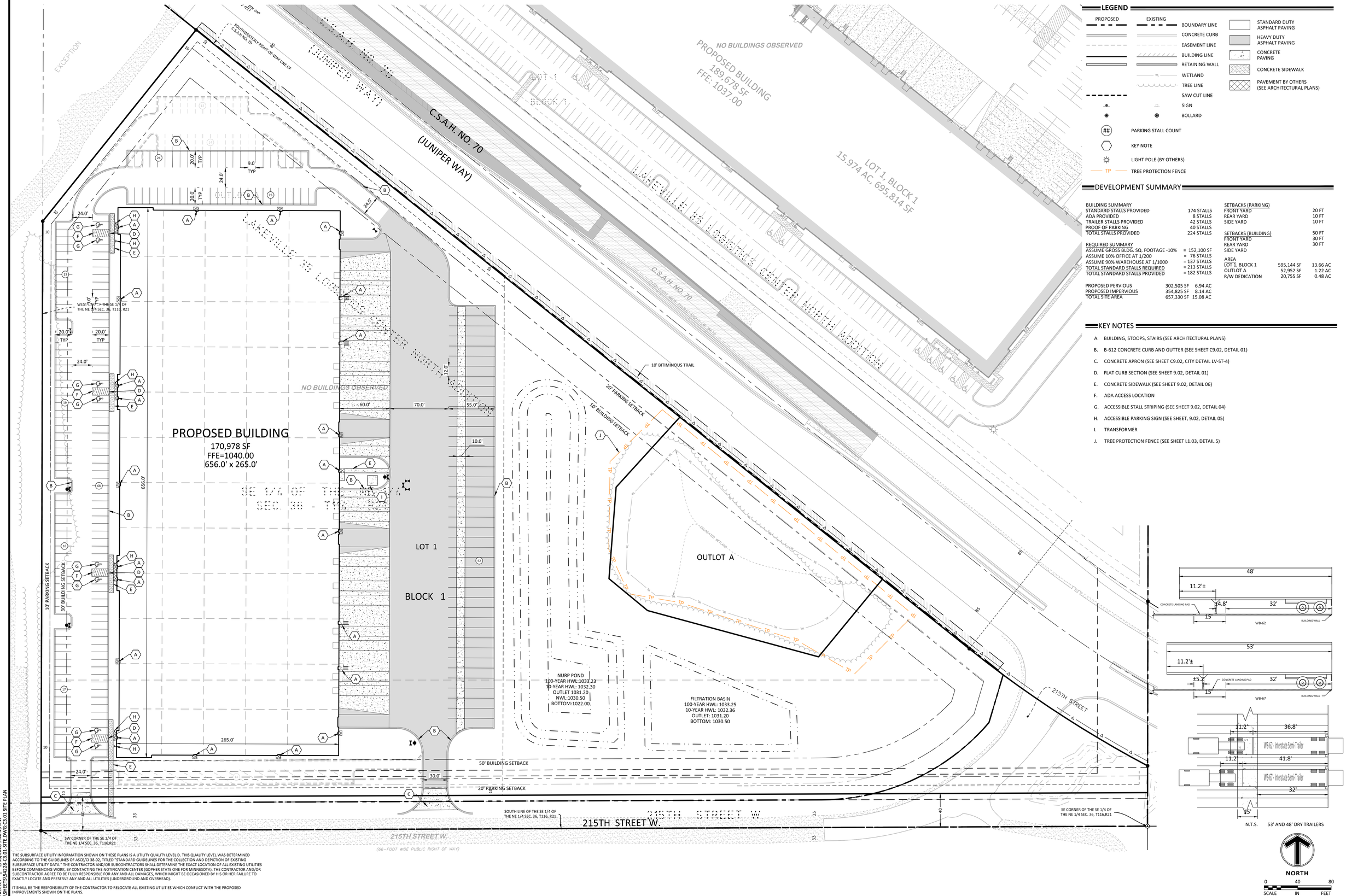
Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

EXISTING CONDITIONS

LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER SOUTH
PRELIMINARY SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
C2.01
4 OF 20
REV.

24 15 LIMS TECH1 | THOMAS KEELEY | 2/20/2026 3:07:13 PM
J:\PROJECTS\54228\CAD\CIVIL\SHEETS\54228-C2.01-EXISTING CONDITIONS.DWG C2.01 EXISTING CONDITIONS



LEGEND

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
		EASEMENT LINE
		BUILDING LINE
		RETAINING WALL
	WL	WETLAND
		TREE LINE
		SAW CUT LINE
		SIGN
		BOLLARD

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- CONCRETE SIDEWALK
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
- ## — PARKING STALL COUNT
- KEY NOTE
- LIGHT POLE (BY OTHERS)
- TP — TREE PROTECTION FENCE

DEVELOPMENT SUMMARY

BUILDING SUMMARY	
STANDARD STALLS PROVIDED	174 STALLS
ADA PROVIDED	8 STALLS
TRAILER STALLS PROVIDED	42 STALLS
PROOF OF PARKING	40 STALLS
TOTAL STALLS PROVIDED	224 STALLS

REQUIRED SUMMARY	
ASSUME GROSS BLDG. SQ. FOOTAGE -10%	= 152,100 SF
ASSUME 10% OFFICE AT 1/200	= 76 STALLS
ASSUME 90% WAREHOUSE AT 1/1000	= 137 STALLS
TOTAL STANDARD STALLS REQUIRED	= 213 STALLS
TOTAL STANDARD STALLS PROVIDED	= 182 STALLS

PROPOSED PERVIOUS	302,505 SF	6.94 AC
PROPOSED IMPERVIOUS	354,825 SF	8.14 AC
TOTAL SITE AREA	657,330 SF	15.08 AC

SETBACKS (PARKING)	
FRONT YARD	20 FT
REAR YARD	10 FT
SIDE YARD	10 FT

SETBACKS (BUILDING)	
FRONT YARD	50 FT
REAR YARD	30 FT
SIDE YARD	30 FT

AREA		
LOT 1, BLOCK 1	595,144 SF	13.66 AC
OUTLOT A	52,952 SF	1.22 AC
R/W DEDICATION	20,755 SF	0.48 AC

KEY NOTES

A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
B. B-612 CONCRETE CURB AND GUTTER (SEE SHEET C9.02, DETAIL 01)
C. CONCRETE APRON (SEE SHEET C9.02, CITY DETAIL LV-ST-4)
D. FLAT CURB SECTION (SEE SHEET 9.02, DETAIL 01)
E. CONCRETE SIDEWALK (SEE SHEET 9.02, DETAIL 06)
F. ADA ACCESS LOCATION
G. ACCESSIBLE STALL STRIPING (SEE SHEET 9.02, DETAIL 04)
H. ACCESSIBLE PARKING SIGN (SEE SHEET, 9.02, DETAIL 05)
I. TRANSFORMER
J. TREE PROTECTION FENCE (SEE SHEET L1.03, DETAIL 5)

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NO	DATE	BY	CKD	APPR	COMMENT
	12/12/2025	IF/SG	JDB	EWM	CLIENT REVIEW SET
	01/05/2026	IF/SG	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL
	02/20/2026	TPK	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL

© 2026 Sambatek

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: THOMAS KEELEY

NOT FOR CONSTRUCTION

Date 01/06/2026 License # 58645

PRELIMINARY	01/05/2026
DESIGN REVIEW	02/20/2026
PERMIT SUBMITTAL	
CONSTRUCTION DOCUMENTS	

DRAWN BY	IF
DESIGNED BY	
CHECKED BY	
PROJECT NO.	54228

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

PRELIMINARY SITE PLAN

LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER SOUTH
PRELIMINARY SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
C3.01
6 OF 20
REV.

24.15 (LMS TECH) | THOMAS KEELEY | 3/10/2026 9:40:49 AM
J:\PROJECTS\54228\CAD\CIVIL\SHEETS\54228 C3.01-SITE.DWG,C3.01 SITE PLAN

LEGEND

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
D	D	STORM SEWER
		DRAINTILE
		BUILDING LINE
		RETAINING WALL
902	902	CONTOUR
	WL	WETLAND
		TREE LINE
902.50	902.50	SPOT ELEVATIONS
		RIPRAP
EOF 902.50		OVERFLOW ELEV.
	ST # 999.9	SOIL BORING
TC		TOP OF CURB
GL		GUTTER LINE
CT BEG		BEGIN CURB TRANSITION
CT END		END CURB TRANSITION

	CONCRETE PAVING
	CONCRETE SIDEWALK
	PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

GRADING NOTES

1. SEE SHEET C1.02 FOR GRADING NOTES

NO BUILDINGS OBSERVED

C.S.A.H. NO. 70

NO BUILDINGS OBSERVED

PROPOSED BUILDING
170,978 SF
FFE=1040.00
656.0' x 265.0'

NURP POND
100-YEAR HWL:1033.25
10-YEAR HWL: 1032.30
OUTLET 1031.20
NWL:1030.50
BOTTOM:1022.00

FILTRATION BASIN
100-YEAR HWL: 1033.25
10-YEAR HWL: 1032.36
OUTLET 1031.20
BOTTOM: 1030.50

1033.50

215TH STREET W.
(66-FOOT WIDE PUBLIC RIGHT OF WAY)
S89°46'05"W 1319.29

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NORTH

0 40 80
SCALE IN FEET

24-15 (LMS TECH) | THOMAS KEELEY | 2/20/2026 3:06:51 PM
L:\PROJECTS\54228\CAD\CIVIL\SHEETS\54228-C4.01-GRND.DWG|C4.01 GRADING PLAN

NO	DATE	BY	CKD	APPR	COMMENT
	12/12/2025	IF/SG	JDB	EWM	CLIENT REVIEW SET
	01/05/2026	IF/SG	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL
	02/20/2026	TPK	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL

© 2026 Sambatek

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

NOT FOR CONSTRUCTION

Print Name: JOSEPH BAILEY

Date 01/06/2026 License # 58645

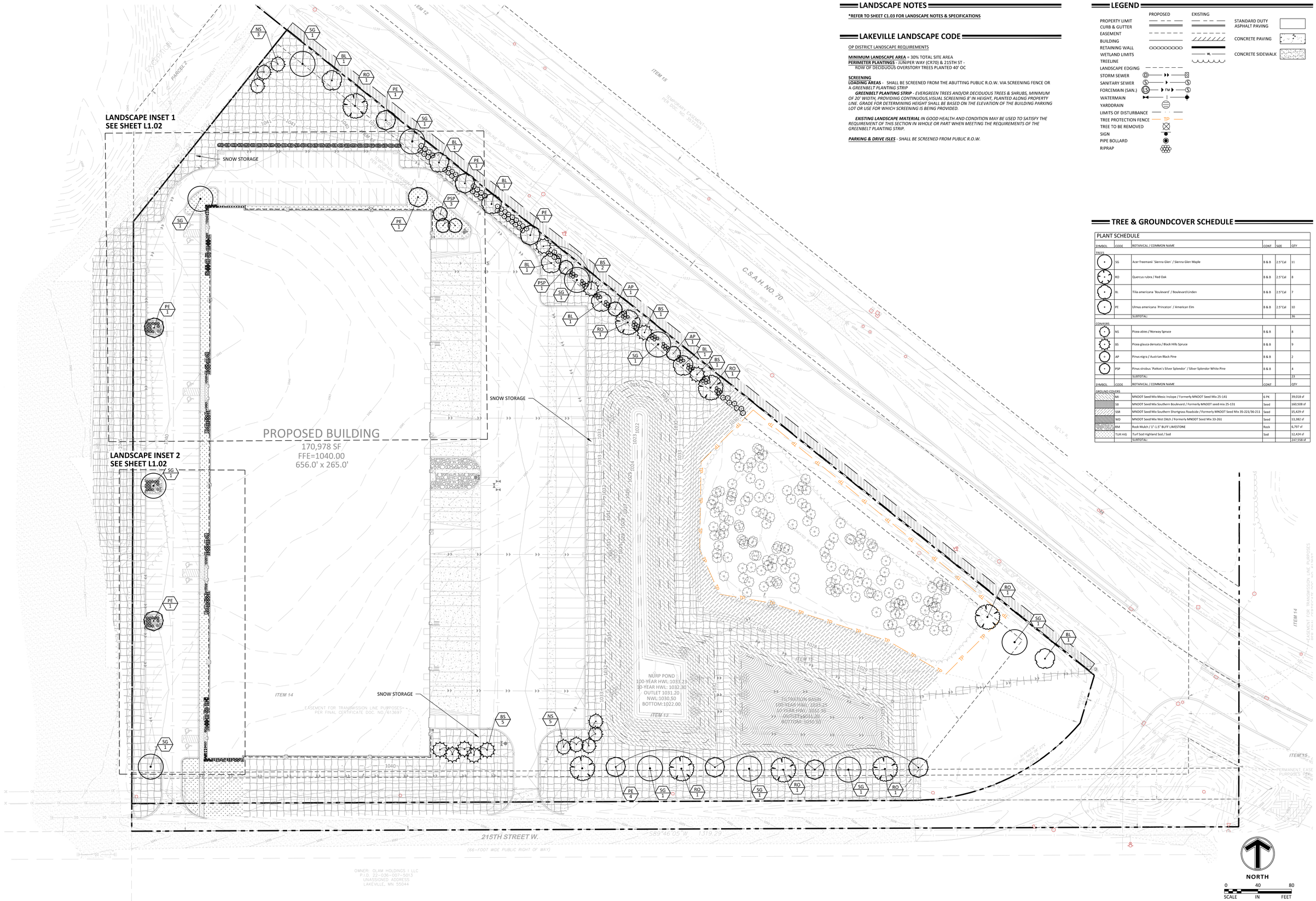
PRELIMINARY 01/05/2026	DRAWN BY IF
DESIGN REVIEW 02/20/2026	DESIGNED BY
PERMIT SUBMITTAL	CHECKED BY
CONSTRUCTION DOCUMENTS	PROJECT NO. 54228

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

GRADING PLAN

LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER SOUTH
PRELIMINARY SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET C4.01
7 OF 20
REV.



LANDSCAPE NOTES

***REFER TO SHEET C1.03 FOR LANDSCAPE NOTES & SPECIFICATIONS**

LAKEVILLE LANDSCAPE CODE

OP DISTRICT LANDSCAPE REQUIREMENTS

MINIMUM LANDSCAPE AREA = 30% TOTAL SITE AREA
PERIMETER PLANTINGS - JUNIPER WAY (CR70) & 215TH ST -
ROW OF DECIDUOUS OVERSTORY TREES PLANTED 40' OC

SCREENING
LOADING AREAS - SHALL BE SCREENED FROM THE ABUTTING PUBLIC R.O.W. VIA SCREENING FENCE OR *A GREENBELT PLANTING STRIP*

GREENBELT PLANTING STRIP *- EVERGREEN TREES AND/OR DECIDUOUS TREES & SHRUBS, MINIMUM OF 20' WIDTH, PROVIDING CONTINUOUS,VISUAL SCREENING 8' IN HEIGHT, PLANTED ALONG PROPERTY LINE. GRADE FOR DETERMINING HEIGHT SHALL BE BASED ON THE ELEVATION OF THE BUILDING PARKING LOT OR USE FOR WHICH SCREENING IS BEING PROVIDED.*

EXISTING LANDSCAPE MATERIAL *IN GOOD HEALTH AND CONDITION MAY BE USED TO SATISFY THE REQUIREMENT OF THIS SECTION IN WHOLE OR PART WHEN MEETING THE REQUIREMENTS OF THE GREENBELT PLANTING STRIP.*

PARKING & DRIVE ISLES *- SHALL BE SCREENED FROM PUBLIC R.O.W.*

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
LANDSCAPE EDGING		
STORM SEWER		
SANITARY SEWER		
FORCEMAIN (SAN.)		
WATERMAIN		
YARDDRAIN		
LIMITS OF DISTURBANCE		
TREE PROTECTION FENCE		
TREE TO BE REMOVED		
SIGN		
PIPE BOLLARD		
RIPRAP		

STANDARD DUTY ASPHALT PAVING
CONCRETE PAVING
CONCRETE SIDEWALK

TREE & GROUNDCOVER SCHEDULE

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
TREES					
	SG	Acer freemanii `Sienna Glen` / Sienna Glen Maple	B & B	2.5"Cal	11
	RO	Quercus rubra / Red Oak	B & B	2.5"Cal	8
	BL	Tilia americana `Boulevard` / Boulevard Linden	B & B	2.5"Cal	7
	PE	Ulmus americana `Princeton` / American Elm	B & B	2.5"Cal	10
		SUBTOTAL:			36
CONIFERS					
	NS	Picea abies / Norway Spruce	B & B		8
	BS	Picea glauca densata / Black Hills Spruce	B & B		9
	AP	Pinus nigra / Austrian Black Pine	B & B		2
	PSP	Pinus strobus `Patton's Silver Splendor` / Silver Splendor White Pine	B & B		4
		SUBTOTAL:			23
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT		QTY
GROUND COVERS					
	MI	MNDOT Seed Mix Mesic Inslope / Formerly MNDOT Seed Mix 25-141	6 PK		39,018 sf
	SB	MNDOT Seed Mix Southern Boulevard / Formerly MNDOT seed mix 25-131	Seed		160,508 sf
	SSR	MNDOT Seed Mix Southern Shortgrass Roadside / Formerly MNDOT Seed Mix 35-221/36-211	Seed		15,429 sf
	WD	MNDOT Seed Mix Wet Ditch / Formerly MNDOT Seed Mix 33-261	Seed		13,382 sf
	RM	Rock Mulch / 1"-1.5" BUFF LIMESTONE	Rock		6,797 sf
	TUR HIG	Turf Sod Highland Sod / Sod	Sod		12,424 sf
		SUBTOTAL:			247,558 sf

NO	DATE	BY	CKD	APPR	COMMENT
	12/12/2025	IF/SG	JDB	EWM	CLIENT REVIEW SET
	01/05/2026	IF/SG	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL
	02/20/2026	TPK	JDB	EWM	CITY LAND USE APPLICATION SUBMITTAL

© 2026 Sambatek

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
Print Name: ____
Date ____ License # 56877
NOT FOR CONSTRUCTION

PRELIMINARY	01/05/2026
DESIGN REVIEW	02/20/2026
PERMIT SUBMITTAL	
CONSTRUCTION DOCUMENTS	

DRAWN BY	SIG
DESIGNED BY	SIG
CHECKED BY	DCR
PROJECT NO.	54228

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

OVERALL LANDSCAPE PLAN

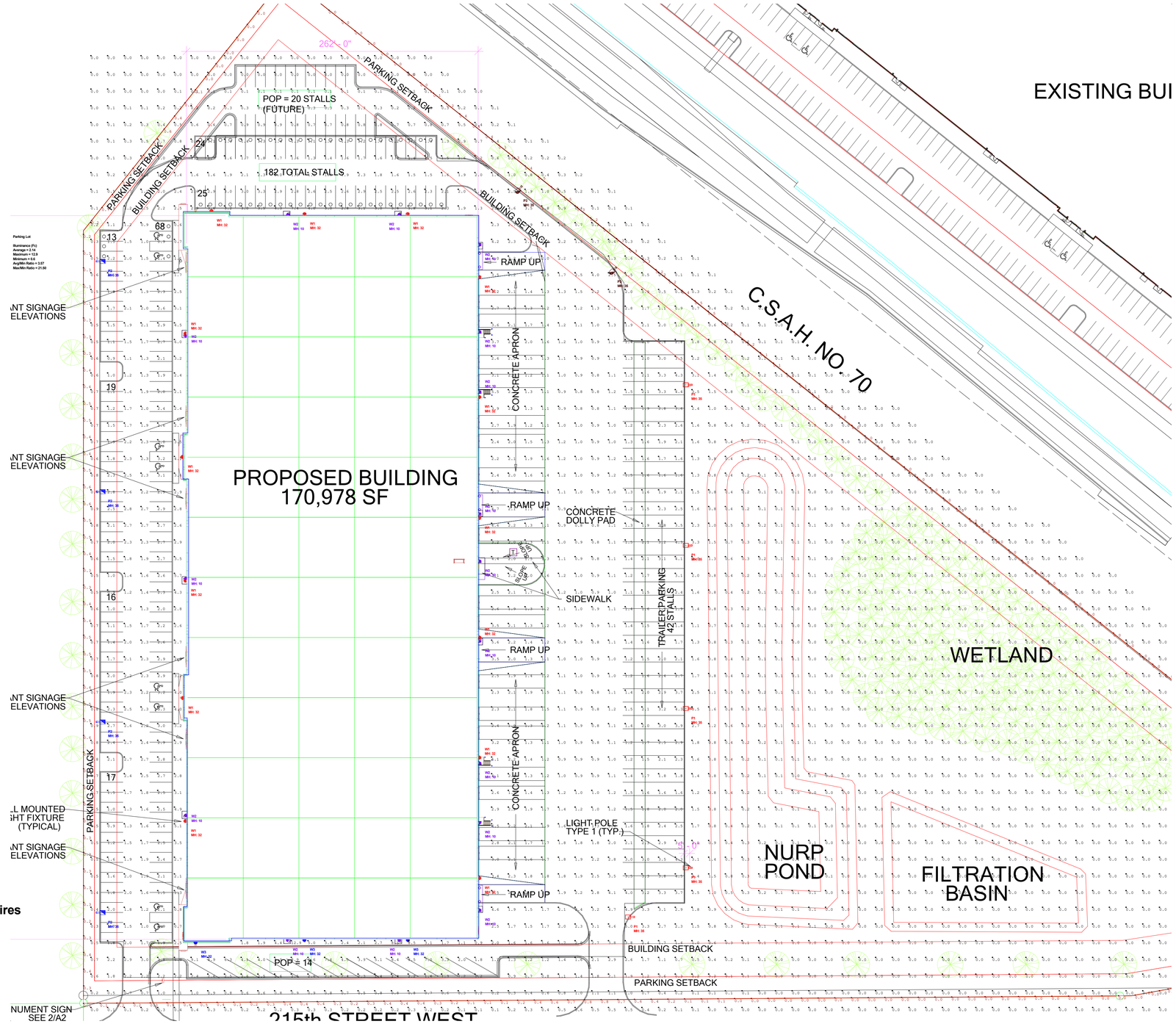
LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER SOUTH
PRELIMINARY SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
L1.01
18 OF 20
REV.----

24 15 LLMS TECH | - THOMAS KEELEY | - 7/20/2026 3:07:04 PM
L:\PROJECTS\54228\LDD\CIVIL\SHEETS\54228-L1.01-LSCP-OVSL1.01 OVERALL LANDSCAPE PLAN

Luminaire Schedule								
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description	[MANUFAC]
	5	P1	35	316	35075	0.900	NV-2-T4-96L-1-40K	NLS Lighting
	4	P2	35	168	12707	0.900	NV-2-T4-80L-7-40K8-HSS	NLS LIGHTING
	2	P3	35	106	12932	0.900	NV-1-T2-32L-1-40K-UNV	NLS Lighing LLC
	14	W1	32	205	22951	0.900	NV-W2-T4-64L-1-40K7	NLS LIGHTING
	16	W2	10	19.0219	2744	0.900	OWS-FC-116-LED-3ML-DIM10-120V-347V-3CCT-BZ	ELITE LIGHTING
	3	W3	32	205	23100	0.900	NV-W2-T2-64L-1-40K7	NLS LIGHTING

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site	Fc	0.87	12.9	0.0	N.A.	N.A.
Property Line	Fc	0.20	0.8	0.0	N.A.	N.A.
Parking Lot	Fc	2.14	12.9	0.6	3.57	21.50



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

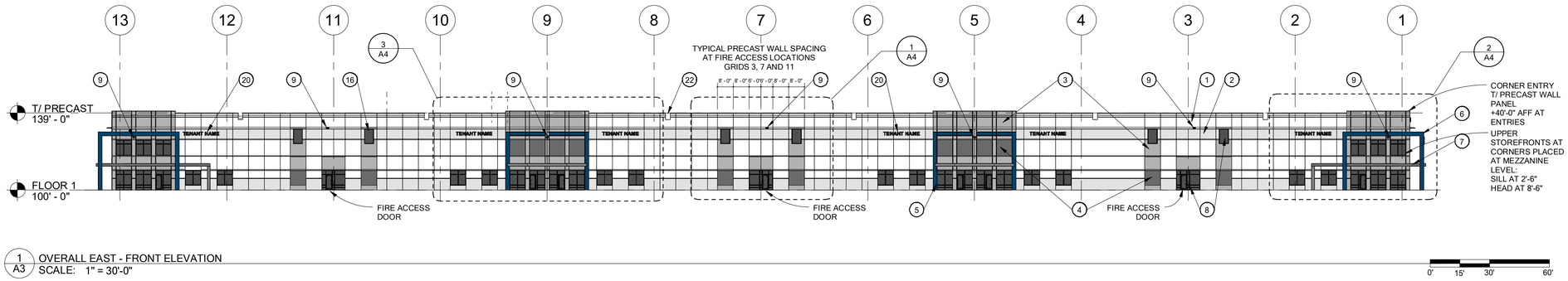
Fixture nomenclature to be finalized by engineer and/or architect. This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Illuminated Design Service

PULSE never ordinary

Designed By: K. Tomczak
Checked By: Jack Lalim
Date:2/24/2026
Scale: 1" = 50'

L35 LOGISTIC

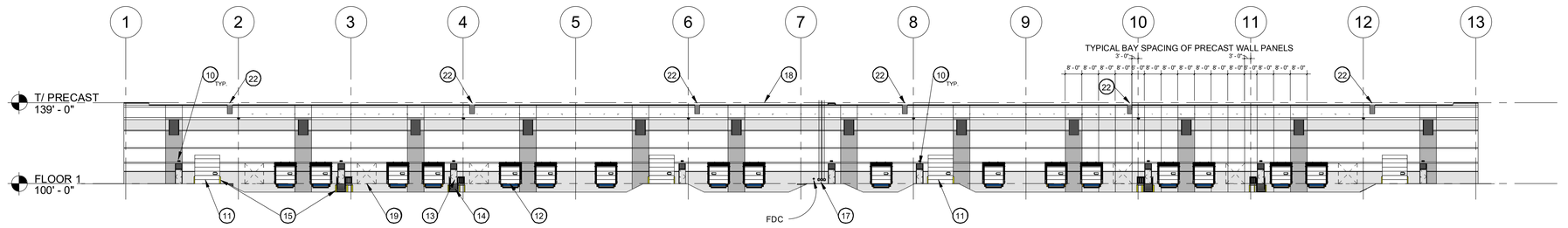


1 A3 OVERALL EAST - FRONT ELEVATION
SCALE: 1" = 30'-0"

0' 15' 30' 60'

MATERIAL GRADE AREAS - EAST

MATERIAL - EAST	SQ. FT.	% WALL AREA	% GRADE
Grade A - Precast	21,980	86%	96%
Grade A - Glass	2,697	10%	Grade A
Grade C - Orn. Mtl.	317	1%	4%
Grade C - Fibre Cement	384	2%	Grade C
Grade C - Opaque Mtl.	129	1%	
Totals	25,507	100%	

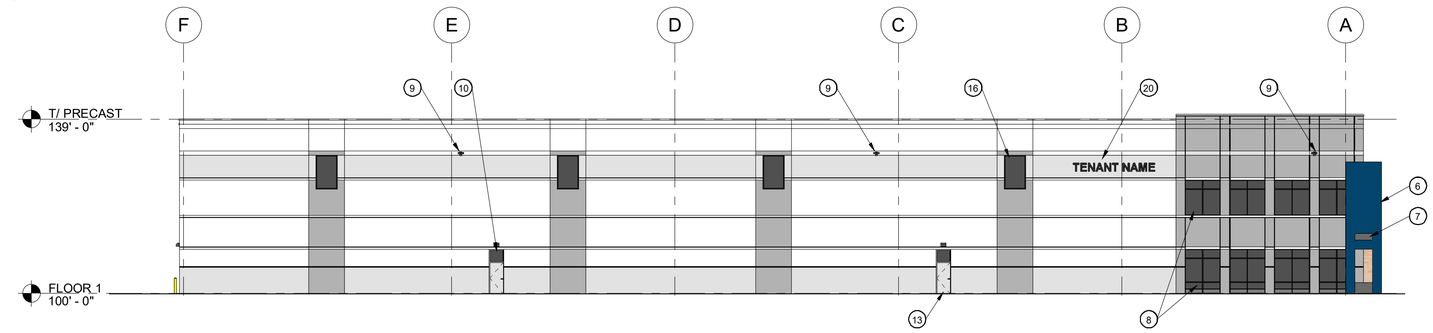


2 A3 OVERALL WEST - DOCK ELEVATION
SCALE: 1" = 30'-0"

0' 15' 30' 60'

MATERIAL GRADE AREAS - WEST

MATERIAL - WEST	SQ. FT.	% WALL AREA	% GRADE
Grade A - Precast	24,186	97%	99%
Grade A - Glass	518	2%	Grade A
Grade C - Orn. Mtl.	0	0%	1%
Grade C - Fibre Cement	0	0%	Grade C
Grade C - Opaque Mtl.	213	1%	
Totals	24,917	100%	

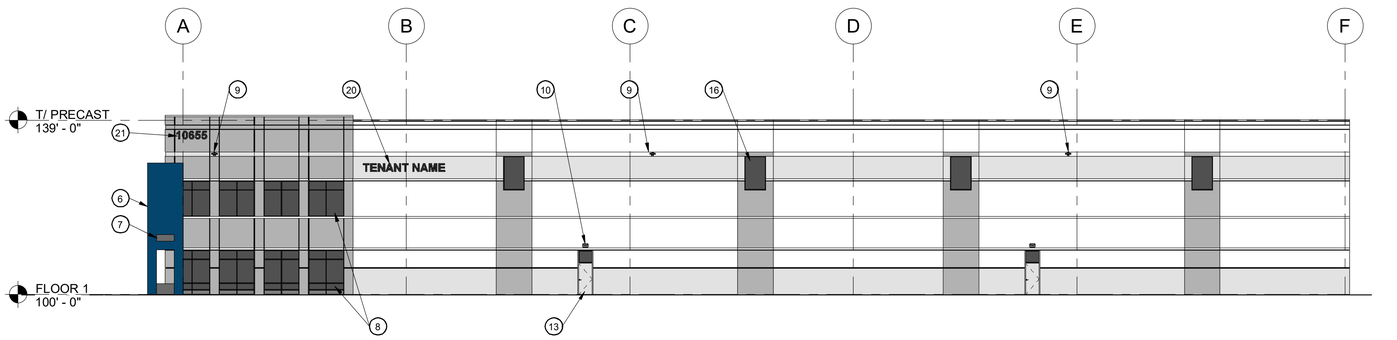


3 A3 NORTH - JUNIPER WAY
SCALE: 1/16" = 1'-0"

0' 8' 16' 32'

MATERIAL GRADE AREAS - NORTH

MATERIAL - NORTH	SQ. FT.	% WALL AREA	% GRADE
Grade A - Precast	9,503	91%	97%
Grade A - Glass	707	6%	Grade A
Grade C - Orn. Mtl.	6	0%	3%
Grade C - Fibre Cement	200	2%	Grade C
Grade C - Opaque Mtl.	79	1%	
Totals	10,495	100%	



4 A3 SOUTH - 215TH STREET
SCALE: 1/16" = 1'-0"

0' 8' 16' 32'

MATERIAL GRADE AREAS - SOUTH

MATERIAL - SOUTH	SQ. FT.	% WALL AREA	% GRADE
Grade A - Precast	9,503	91%	97%
Grade A - Glass	707	6%	Grade A
Grade C - Orn. Mtl.	6	0%	3%
Grade C - Fibre Cement	200	2%	Grade C
Grade C - Opaque Mtl.	79	1%	
Totals	10,495	100%	

ELEVATION NOTES

1	SMOOTH PAINTED PRECAST WALL PANEL - PAINT 1 - WHITE
2	SMOOTH PAINTED PRECAST WALL PANEL - PAINT 2 - LIGHT GRAY
3	SMOOTH PAINTED PRECAST WALL PANEL - PAINT 3 - MEDIUM GRAY
4	SMOOTH PAINTED PRECAST WALL PANEL - PAINT 4 - DARK GRAY
5	SMOOTH PAINTED PRECAST WALL PANEL - PAINT 5 - BLUE
6	CEMENT FIBER WALL PANEL SYSTEM - BLUE
7	CEMENT FIBER WALL PANEL SYSTEM - WOOD
8	ALUMINUM AND GLASS STOREFRONT SYSTEM
9	AREA LIGHT
10	EXIT LIGHT (TYP.)
11	OVERHEAD DRIVE-IN DOOR
12	OVERHEAD DOCK DOOR WITH LEVELER AND DOCK SEAL
13	HOLLOW METAL DOOR WITH TRANSOM WINDOW ABOVE
14	METAL DOCK STAIR
15	BOLLARD
16	CLERESTORY WINDOW
17	GAS METERS
18	PREFINISHED METAL COPING
19	KNOCK-OUT PANEL
20	TENANT SIGNAGE
21	ADDRESS NUMERALS
22	OVERFLOW ROOF DRAIN SCUPPER

PRELIMINARY - NOT FOR CONSTRUCTION

1/5/2026 2:44:19 PM

I hereby certified that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Edward A. Farr
Date Date Reg. No. 16362
Project Manager

NSL
©COPYRIGHT 2026

EDWARD FARR ARCHITECTS INC
7710 Golden Triangle Drive Tel: 952.943.9660
Eden Prairie, Minnesota 55344 www.edfarrarch.com

Client
Likewise Partners

Project
Lakeville 35 Logistics 2

Location
10655 215th Street West
Lakeville, Minnesota

Issued For	*Date*
CITY LAND USE SUBMITTAL	1-5-2025

Sheet Title
EXTERIOR ELEVATIONS

Project Number 23.043
Sheet Number A3



1 A5 VIEW - FRONT OF BUILDING PERSPECTIVE
SCALE: NO SCALE



2 A5 VIEW - CORNER ENTRY SOUTHWEST
SCALE: NO SCALE



3 A5 VIEW - CORNER ELEVATION SOUTH
SCALE: NO SCALE



4 A5 VIEW - SECONDARY ENTRY NORTH
SCALE: NO SCALE



5 A5 VIEW - SECONDARY ENTRY SOUTH
SCALE: NO SCALE

I hereby certified that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Edward A. Farr
Date Date Reg. No. 16362
Project Manager
NSL
©COPYRIGHT 2026

EDWARD FARR ARCHITECTS INC
7710 Golden Triangle Drive
Eden Prairie, Minnesota 55344
Tel: 952.943.9660
www.edfarrarch.com

Client
Likewise Partners

Project
Lakeville 35 Logistics 2

Location
10655 215th Street West
Lakeville, Minnesota

Issued For	*Date*
CITY LAND USE SUBMITTAL	1-5-2025

Sheet Title
EXTERIOR RENDERINGS

Project Number 23.043
Sheet Number A5

PRELIMINARY - NOT FOR CONSTRUCTION

1/5/2026 2:44:22 PM

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

March 12, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **LAKEVILLE 35 LOGISTICS CENTER SOUTH**

The Dakota County Plat Commission met on March 11, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 70 (Juniper Way) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The site includes one lot for a commercial building site. The right-of-way guidelines along CSAH 70 as a 4-lane divided roadway are 75 feet of half right of way, which have been met. No access is shown to CSAH 70. Restricted access should be shown along all of CSAH 70. A quit claim deed for restricted access to Dakota County is required with the recording of the plat mylars. As noted, the intersection at CSAH 70/215th Street West will be changed to a restricted access location in the future.

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

Traffic volumes on CSAH 70 are 13,300 ADT and are anticipated to be 16,800 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c:

Date: 4/6/2026

Residential Interim Ordinance

Proposed Action
Staff recommends adoption of the following motion: Provide direction to staff on how to proceed with the draft residential interim ordinance.

Overview
At the request of the City Council a draft residential interim ordinance has been prepared for discussion. The intent of the ordinance is to provide for a pause in acceptance of new applications to allow the city time to study the impacts of the Metropolitan Council Imagine 2050 regional planning document and its impact on the city's current 2040 plan as well as allow the city time to update its comprehensive plan and official controls to meet the requirements of 2050 regional planning policies.

The ordinance would apply to any new application for a residential plat, subdivision, comprehensive plan amendment or rezoning request for a period of one year. While an interim ordinance prohibits new applications, several applications will be exempt, including:

- Subdivisions which have preliminary plat approval from the City prior to the adoption of this ordinance
- Subdivision applications for preliminary plat approval that have been deemed complete applications by the City.
- Properties that are currently undergoing an alternative urban areawide review process pursuant to Minn Rules Section 4410.3610.

In addition, the city has 675 SF lots and 644 townhome units that have already received preliminary or final plat approval.

Supporting Information
1. DRAFT INTERIM ORDINANCE RESIDENTIAL

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Tina Goodroad, Community Development Director

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN INTERIM ORDINANCE TEMPORARILY PROHIBITING APPROVAL OF CERTAIN RESIDENTIAL DEVELOPMENT

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA, ORDAINS:

SECTION 1. Definitions. The following terms whenever used in this Ordinance shall be interpreted to mean:

Plat means the drawing or map of a subdivision prepared for filing of record pursuant to Minnesota Statutes Chapter 505 and containing all elements and requirements set forth in applicable Lakeville city ordinances adopted pursuant to Minn. Stat. § 462.358 and Chapter 505.

Residential means use as a dwelling, including one-family, two-family, and multiple family dwellings, but not including hotels, motels, institutions, bed and breakfast establishments and boarding houses.

Subdivision means the separation of an area, parcel, or tract of land under single ownership into two or more parcels, tracts, lots, or long-term leasehold interests where the creation of the leasehold interest necessitates the creation of streets, roads, or alleys, for residential, commercial, industrial, or other use or any combination thereof, except those separations:

(a) where all the resulting parcels, tracts, lots, or interests will be 20 acres and 500 feet in width for residential uses and five acres or larger in size for commercial and industrial uses;

(b) creating cemetery lots;

(c) resulting from court orders, or the adjustment of a lot line by the relocation of a common boundary.

SECTION 2. Intent. The City has authorized a study to update its 2040 Comprehensive

Plan including the impacts of the Metropolitan Council Imagine 2050 regional planning document requiring immediate compliance with the density requirements and corresponding updates to the City's 2040 Comprehensive Plan. It is the intent of this Ordinance to allow the City of Lakeville time to complete an on-going study for the purpose of considering adoption or amendment of a comprehensive plan or official controls as defined in Minn. Stat. §462.352, Subd. 15, to adopt appropriate ordinances, and in the interim to protect the planning process and the health, safety, and welfare of the citizens of the community.

SECTION 3. Temporary Prohibition. Pending the completion of the above referenced study and adoption of appropriate official controls, no residential plat, subdivision, comprehensive plan amendment or rezoning request shall be processed or approved and no applications for such approval will be accepted. This Ordinance shall not apply to the following:

(1) Subdivisions which have preliminary plat approval from the City prior to the adoption of this Ordinance;

(2) Subdivision applications for preliminary plat approval that have been deemed complete applications by the City;

(3) Properties that are currently undergoing an alternative urban areawide review process pursuant to Minn. Rules Section 4410.3610.

SECTION 4. Effective Date. This ordinance shall take effect from and after its passage and publication and shall remain in effect until the date of the adoption of the official controls contemplated hereunder or _____, 2027, whichever occurs first.

ADOPTED this _____ day of _____, 2026 by the City Council of the City of Lakeville, Minnesota

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

238861v2

DRAFT

Date: 4/6/2026

Water Treatment Expansion Study

Proposed Action
Staff recommends adoption of the following motion: NA

Overview
Purpose
The purpose of this item is to present the results of the Water Treatment Expansion Study and seek City Council direction on a preferred alternative should the Council wish to increase the City's water treatment capacity to meet future maximum-day demand.

Background
At the August 25, 2025 City Council work session staff presented the results of the Water Treatment Expansion Study which identified potential treatment alternatives to meet future water demand.

The City's current water treatment capacity is 26.5 million gallons per day (MGD) based on the 2015 filter re-rating. Updated demand projections, assuming a maximum buildout population of 85,000 by 2040, average water use of 118 gallons per capita per day and a peaking factor of 3.0—indicate a need to increase firm treatment capacity to approximately 30.5 MGD. A total future production capacity of 33.1 MGD is recommended to reliably meet maximum-day demands. These projections do not assume additional large industrial users or any significant annexations.

To meet the projected maximum-day demand staff evaluated three alternatives:

Alternative 1 – Expansion at the Existing Water Treatment Plant

- Add two 3.3 MGD filters (same configuration as existing)
- Replace two 4 MGD high-service pumps with two 14 MGD units
- Add a 1.5 MG treated water reservoir
- Expand chlorine facilities
- Install raw water, finished water, and high-service pump discharge piping improvements

Alternative Estimate: $22M to $26.1M
Benefits: Utilizes the existing site and operations; maintains current water quality.
Limitations: Limited redundancy; constrained ability to add future contaminant treatment (e.g., PFAS) once fully built out.

Alternative 2 – Construct a New Satellite Water Treatment Plant

- Construct a new facility at a separate location within the distribution system (study area included land along 179th Street next to the Fischer property)

Alternative Estimate: $37.3M to $42.4M
Benefits*:* Improves system resiliency and redundancy; allows greater flexibility for future contaminant treatment; more flexible to distribute water across the system where it is needed.
Limitations: Higher capital cost; increased operations and maintenance requirements.

Alternative 3 – Maximum-Day Bypass (No Additional Treatment Added)

- Construct bypass filter piping and includes most of the same improvements as Alternative 1 but does not construct the filters.

Alternative Estimate: $14.6M to $16.6M
Benefits: Lowest capital cost; minimal operational changes.
Limitations*:* No redundancy; reduced water quality during peak demand periods. Does not expand treatment capacity; relies on bypassing untreated water during peak demand periods.

Redundancy and Resiliency Considerations
Redundancy provides backup systems in the event of equipment failure, while resiliency reflects the system's ability to adapt and recover to changes in the system. Of the alternatives evaluated, only Alternative 2 provides added meaningful redundancy and resiliency in both treatment and distribution.

Financial Considerations
Staff evaluated potential rate impacts for Alternatives 1 and 2 with the 2025 utility rate analysis. Assumptions included financing the project with 20-year bonds, current bonding rates, and use of some available water operational funds. The 2025 rate analysis estimated the following rate impacts:

- **Alternative 1:** Estimated rate increase of approximately 2% in 2027
- **Alternative 2:** Estimated rate increases of approximately 5% in 2027 and 2028

The City is expected to receive approximately $1.5 million PFAS settlement funds (3M and DuPont class action). These funds are currently programmed for water treatment improvements but were not yet incorporated in the 2025 rate analysis since the amounts were not known at the time. Staff plans to utilize these funds for PFAS mitigation efforts as part of any alternative which would help to reduce the impact on rates.

Requested Council Direction
Staff is seeking Council direction on whether to advance any of the alternates into design and long-range capital planning.

Supporting Information

1. Exhibits - Alternatives 1 & 2
2. City Treatment Plant Comparison

Financial Impact: To be determined **Budgeted:** Yes **Source:** Water Fund
Envision Lakeville Community Values:
Report Completed by: Paul Oehme, Public Works Director



Alternative 1 - Expansion at Water Plant

- Add 2 x 3.3 MGD filters, same configuration as existing
- Replace two 4 MGD HSPs with 14 MGD HSPs
- Add 1.5MG reservoir
- Chlorine expansion
- Miscellaneous Pipe Capacity Increases

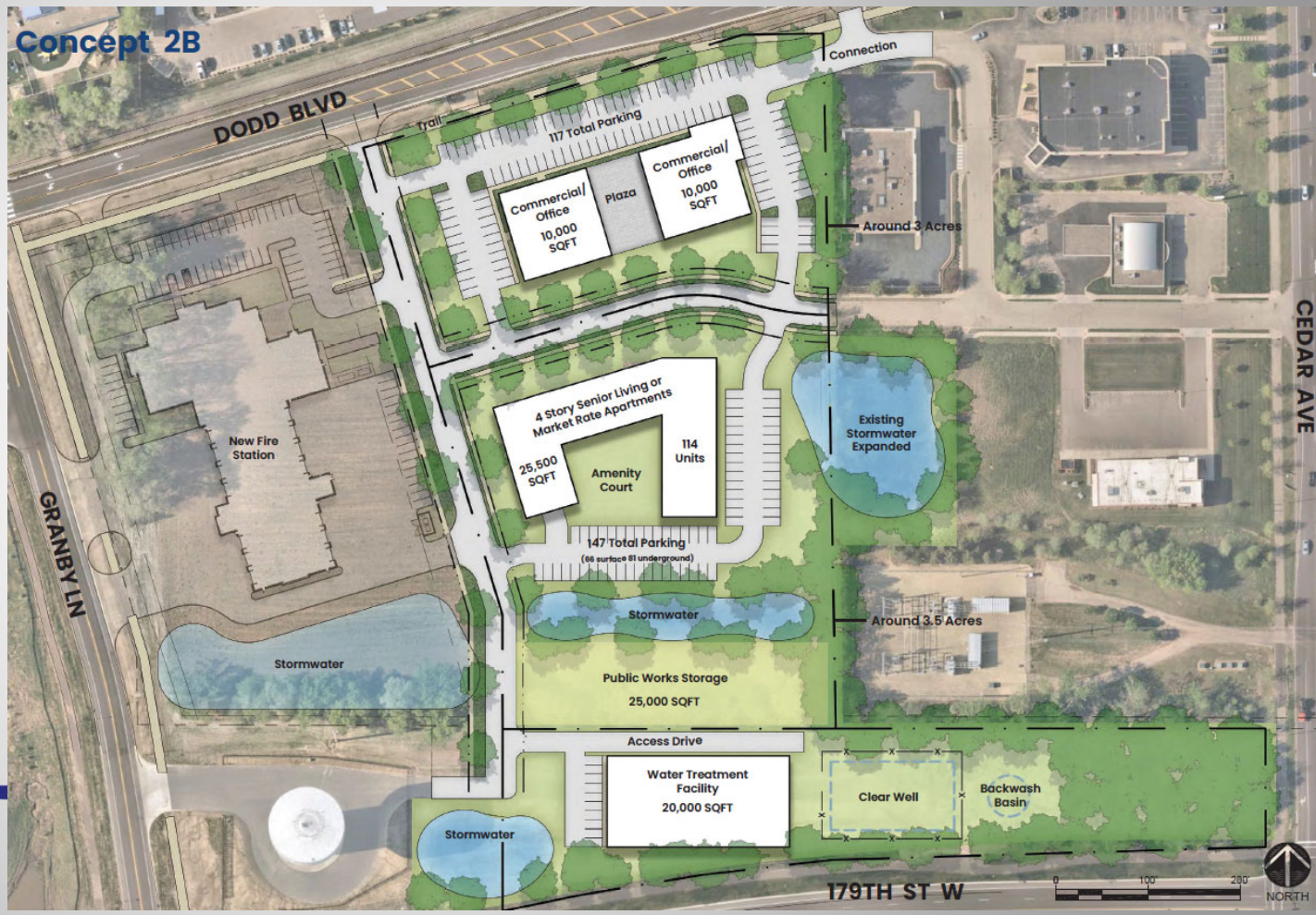
Lakeville

Positioned to Thrive



Alternative 2 – Satellite Water Plant





Lakeville

Positioned to Thrive

Metro WTPs

City	Population	Water Treatment Sources	Details
Bloomington	87589	2	WTP, City of Minneapolis Interconnect
Woodbury	83154		*Currently has multiple WTP with transitions to 1 site with direct to distribution options
Lakeville	81941	1	
Brooklyn Park	81231	1+	1 WTP (Supplied from 10 wells), 7 additional wells Direct to Distribution (backup)
Blaine	77523	4	Four WTPs
Plymouth	77346	2	Two WTPs
Maple Grove	73957	1*	Current Master Plan evaluating expansion at existing WTP or Satellite Plant
Eagan	66487	2	Two WTPs
Burnsville	65036	2 +	Two WTPs (at one site) plus Direct to Distribution Wells for Emergency
Coon Rapids	63910	2 +	Two WTP (supplied from 15 wells), 9 additional wells Direct to Distribution (backup/season use)
Eden Prairie	62166	1	

BLACK & VEATCH
100% EMPLOYEE-OWNED

Date: 4/6/2026

Central Maintenance Facility Needs Study

Proposed Action
Staff recommends adoption of the following motion: N/A

Overview
The City constructed the Central Maintenance Facility (CMF) in 2002 to support Public Works and Parks operations. The facility is approximately 109,200 square feet and currently houses multiple divisions, including Streets, Fleet, Parks Maintenance, Forestry, and Construction Services. The CMF supports 46 full-time employees and approximately 35 seasonal staff with operations expanding significantly during peak seasonal activities.

Since the facility was constructed the City has experienced substantial growth. The population has increased from approximately 45,000 in 2002 to nearly 78,000 today, representing an increase of approximately 73 percent. Over the same period, the City's street system has expanded from approximately 210 lane miles to 335 lane miles, an increase of roughly 60 percent. The City continues to grow with an estimated 3,400 acres of land remaining for future development which is anticipated to be largely built out by approximately 2040.

In response to this growth, the City completed a Central Maintenance Facility Needs Study in 2016 which was updated in 2026. The updated study evaluates current operations and identifies long-term facility needs. It includes a review of fleet inventory, an assessment of existing facility conditions, projections of future service demands, and comparisons with similarly sized communities. The analysis assumes the City will maintain its current level of service for Public Works and Parks operations.

The study found that the existing CMF no longer adequately supports current operations. Key deficiencies include insufficient indoor vehicle storage, resulting in vehicles being parked in drive aisles, stored outdoors, or housed in leased off-site warehouse space. The off-site space is currently used to store seasonal equipment that was previously housed at the old public works facility. The fleet maintenance area is undersized for both current and future needs and the facility includes only a single wash bay which limits operational efficiency—particularly during peak winter operations. Additional challenges include inadequate separation between the public and staff areas from a security perspective as well as insufficient space to support staff functions such as meetings and training.

Based on these findings, the study developed a set of recommended improvements to address current deficiencies and accommodate future growth. These recommendations include expansion of the vehicle storage area, additional wash and sanitation bays, expansion of the fleet

maintenance area, office renovations to improve functionality and security, and site improvements such as additional parking and enhanced access.

The proposed vehicle storage expansion is intended to accommodate both the existing and future fleet. Notably, approximately 58 percent of the additional storage capacity is needed to house vehicles already in service reflecting the current shortfall in indoor storage space.

A preliminary planning-level cost estimate for the recommended improvements is as follows:

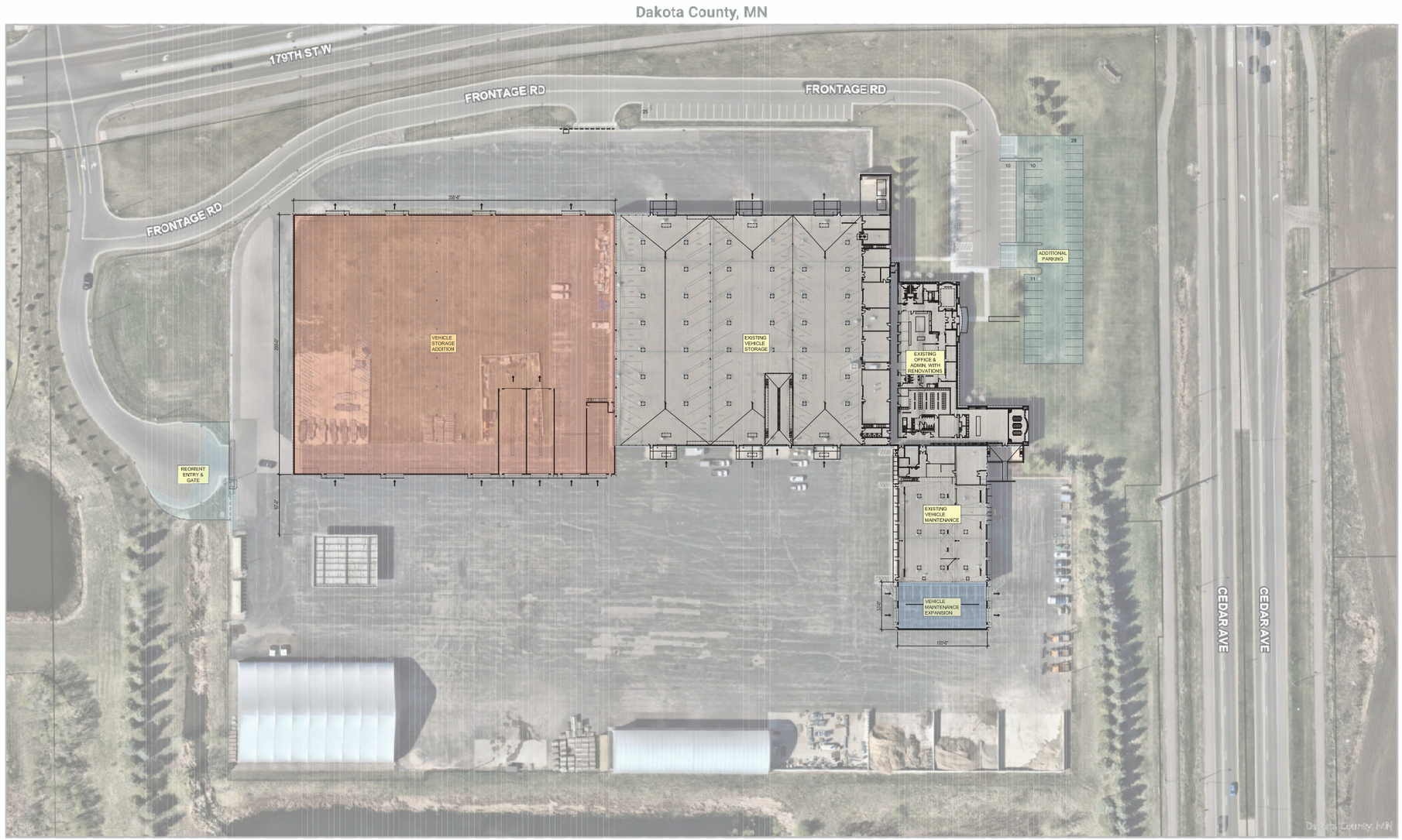
- Vehicle Storage Addition: $26.1 million
- Vehicle Maintenance Addition: $1.8 million
- Office and Lunchroom Renovations: $0.9 million

Total Estimated Project Cost: $28.8 million

Requested Council Direction
Staff is seeking Council direction on whether to advance the study into design and incorporate the project into the City's capital improvement planning.

Supporting Information
1. CMF Expansion Exhibits
2. Facilty comparisons with similarly sized communities

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



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 100 feet
1/6/2026

AREA SUMMARY:

EXISTING FACILITY:	109,260 S.F.
VEHICLE STORAGE & WASH BAY ADDITION:	104,013 S.F.
VEHICLE MAINTENANCE ADDITION:	5,300 S.F.
TOTAL PROPOSED AREA:	218,573 S.F.

North

1 PROPOSED SITE PLAN
1" =40'-0"

PLOTTED: 3/5/2026 FILE NAME: 25-27 SITE PLAN

OERTEL ARCHITECTS
1795 Saint Clair Avenue
St. Paul, Minnesota 55105
(651) 696-5186
www.oertelarchitects.com

PROJECT NAME:
CITY OF LAKEVILLE CMF MASTERPLAN

7570 179TH ST W.,
LAKEVILLE, MN 55044

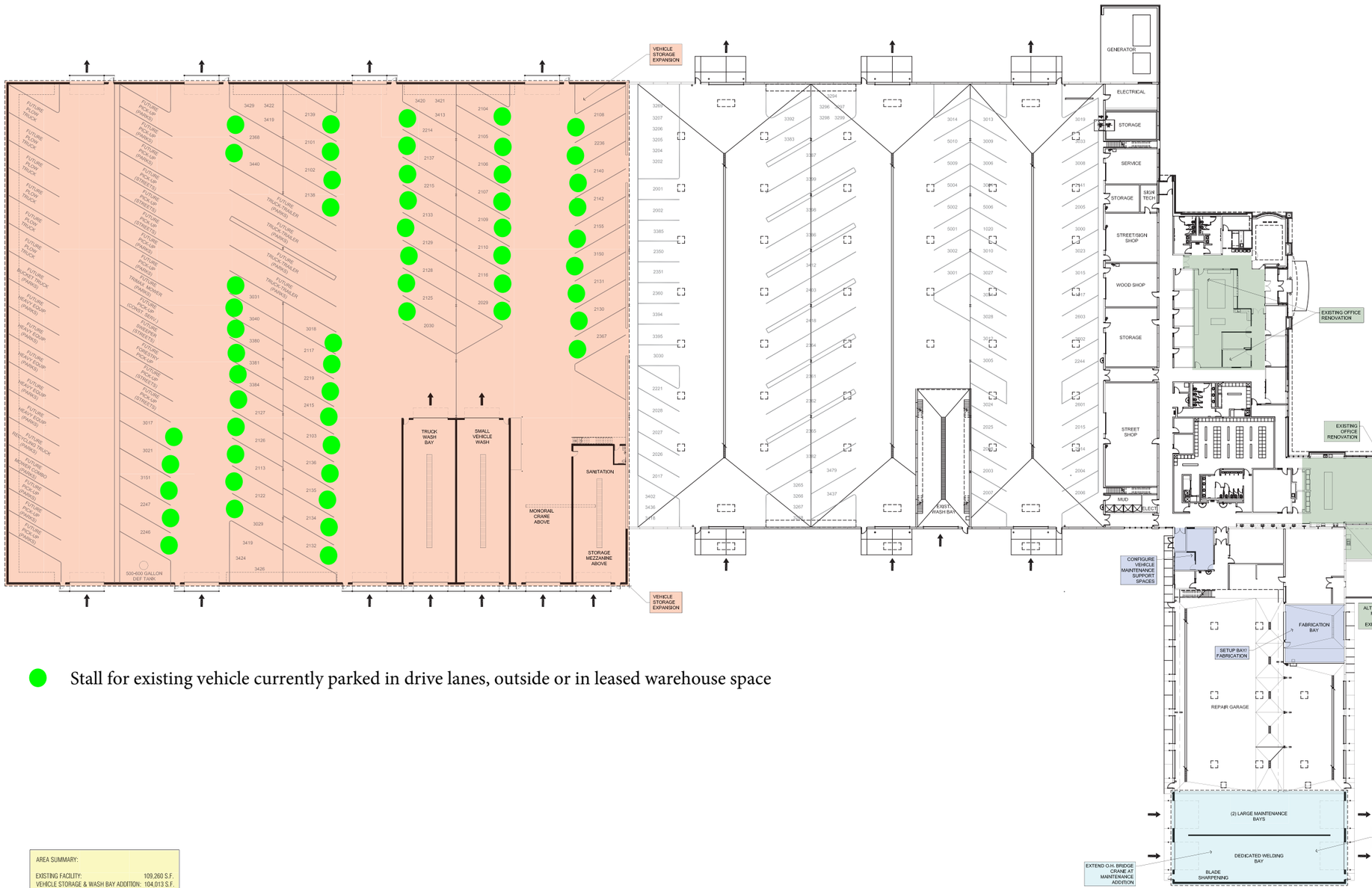
PROJECT NUMBER: 25-27
DATE OF ISSUE: MARCH 5, 2026
DRAWN BY: EMW
CHECKED BY: TRS
REVISIONS:
NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT IN THE STATE OF MINNESOTA

SIGNATURE
DATE
REGISTRATION

SHEET NAME:
SITE PLAN

SHEET NO:
A-001



● Stall for existing vehicle currently parked in drive lanes, outside or in leased warehouse space

AREA SUMMARY:	
EXISTING FACILITY:	109,260 S.F.
VEHICLE STORAGE & WASH BAY ADDITION:	104,013 S.F.
VEHICLE MAINTENANCE ADDITION:	5,300 S.F.
TOTAL PROPOSED AREA:	218,573 S.F.

North

1 FLOOR PLAN

1" =20'-0"

OERTEL ARCHITECTS
1795 Saint Clair Avenue
St. Paul, Minnesota 55105
(651) 696-5186
www.oertelarchitects.com

PROJECT NAME:
CITY OF LAKEVILLE CMF MASTERPLAN

7570 179TH ST W.,
LAKEVILLE, MN 55044

PROJECT NUMBER: 25-27
DATE OF ISSUE: MARCH 5, 2026
DRAWN BY: EMW
CHECKED BY: TRS
REVISIONS:

NOT FOR CONSTRUCTION

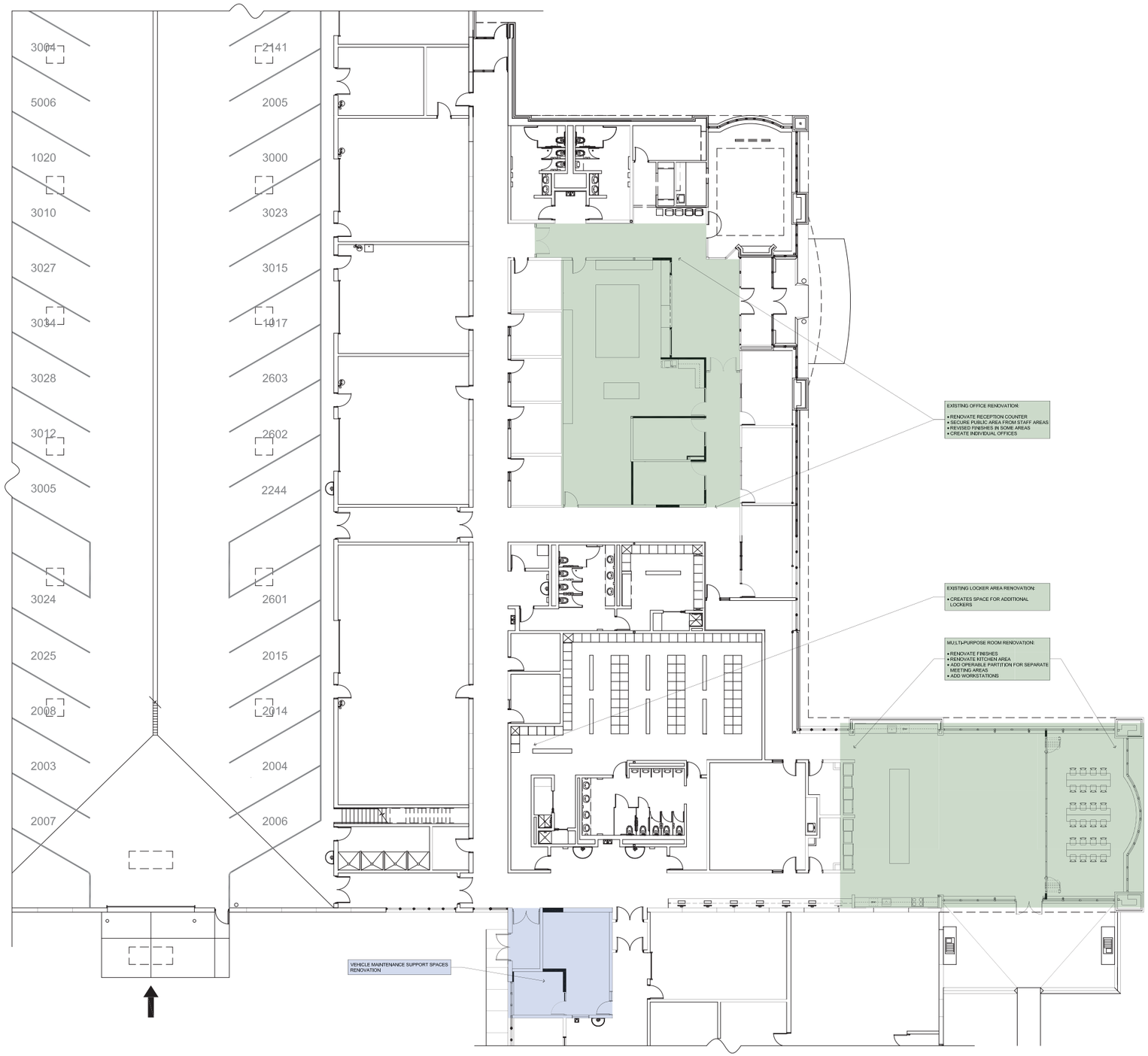
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT IN THE STATE OF MINNESOTA

SIGNATURE
DATE
REGISTRATION

SHEET NAME: FLOOR PLAN

SHEET NO: A-101

PLOTTED:
FILE NAME:



North

1 PARTIAL FLOOR PLAN

1/8" =1'-0"

OERTEL ARCHITECTS
1795 Saint Clair Avenue
St. Paul, Minnesota 55105
(651) 696-5186
www.oertelarchitects.com

PROJECT NAME:
CITY OF LAKEVILLE CMF MASTERPLAN

7570 179TH ST W.,
LAKEVILLE, MN 55044

PROJECT NUMBER: 25-27
DATE OF ISSUE: MARCH 5, 2026
DRAWN BY: EMW
CHECKED BY: TRS
REVISIONS:

NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT IN THE STATE OF MINNESOTA

SIGNATURE
DATE
REGISTRATION

SHEET NAME:
PARTIAL FLOOR PLAN

SHEET NO:
A-102

PLOTTED:
FILE NAME:

Public Works Space Comparisons										
Municipality	Population (Recent)	Lane Miles	Square Miles	Park Acreage	# of Parks	Park Trail Miles	Facility Size (GSF)	Study or Bid Year	Comments	Departments
Lakeville, MN	77,971	345 (center lane)	38	1,734	73	142	109,260	2026		Construction Services, Parks, Forestry, Streets & Fleet
Woodbury, MN	83,000	260 (center lane)	36	3,500	55	160	184,000	2019		Streets & Fleet, Parks & Forestry, Utilities
Bloomington, MN	89,000	341 (center lane)	38	3,000	97	80	172,000	2025	Includes 40,000 sq. ft. addition approved in 2025	Facilities, Forestry, Streets & Fleet, Utilities
Plymouth, MN	80,000	300 (center lane)	35	1,834	68	186	153,000	2014		Facilities, Parks, Forestry, Streets & Fleet, Utilities
Apple Valley, MN	55,272	180 (center lane)	18	1,024	58	146	138,000	2026	Masterplan 2026	Natural Resources, Parks, Forestry, Streets & Fleet, Utilities
Eagan, MN	70,000	236 (center lane)	34	1,350	56	161	136,000	2018		Parks, Forestry, Streets & Fleet, Utilities
Blaine, MN	62,124	280 (center lane)	34	638	65	50	130,100	2008		Parks, Forestry, Streets & Fleet, Utilities
Eden Prairie, MN	63,000	230 (center lane)	36	4,500 (1,000 active)	37	225	118,713	1998	Includes 26,375 building purchase in 2025	Environmental Services, Parks, Streets & Fleet, Utilities

Date: 4/6/2026

Special City Council Joint Meeting with ISD 194, Monday, April 27, 2026

Proposed Action
Staff recommends adoption of the following motion:

Overview

Supporting Information
None

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