



## **AGENDA**

### **CITY COUNCIL MEETING**

**April 20, 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. Proclamation - National Therapy Animal Day
  - b. Proclamation - National Day of Prayer
  - c. Check Presentation — Donation to 360 Communities and the Open Door
6. Consent Agenda
  - a. Check Register Summary
  - b. Minutes of the 04/06/2026 City Council meeting.
  - c. Resolution accepting donations from customers of the Lakeville Liquor stores.
  - d. Resolutions Awarding Construction Contract and Authorizing Funding for Stormwater Management Improvements along Firelight Way
  - e. Barks and Rec Agreement for Animal Impounding by Police Department
  - f. Professional Services Agreement with Cooper Engineering for Freight Rail Car Storage Facility
  - g. Temporary on-sale liquor license to the Lakeville Area Chamber Foundation

City Council Meeting Agenda  
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- h. Resolution Approving Charitable Gambling Lakeville South Football Association
  - i. Resolution Authorizing Funding and Budget Amendments and Transfers for East Community Park Phase II Construction Project, City Improvement Project 25-20
  - j. Proposal for Expanded Construction Administration Services with ISG for the Development of East Community Park Phase II
  - k. North Creek Manufactured Home Park SIPA and SMA
  - l. Accept Bid and Award Construction Contract for East Community Park Phase II
7. Action Items
- a. Residential Interim Ordinance
  - b. Resolution Authorizing Issuance, Awarding Sale of 2026A GO Bonds \$38.365M
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. Review Proposed Changes to Lodging Tax Ordinance
  - b. Dakota County CDA Proposal for Housing within Dodd Commons Plat
10. Council/Committee Updates
11. Announcements
- a. Special City Council Joint Meeting with ISD 194, Monday, April 27, 2026
  - b. Next City Council Meeting May 4, 2026
12. Adjourn



**Date:** 4/20/2026

**Proclamation - National Therapy Animal Day**

**Proposed Action**

Staff recommends adoption of the following motion:

**Overview**

**Supporting Information**

None

<p><b>Financial Impact:</b> \$   <b>Budgeted:</b> No   <b>Source:</b> <b>Envision Lakeville Community Values:</b> <b>Report Completed by:</b></p>
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**Date:** 4/20/2026

## Check Register Summary

### Proposed Action

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

### Overview

Checks	329127 - 329286	\$4,354,691.37
ACH/EFT	24926 - 25051	\$2,858,445.20
Total		\$7,213,136.57

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. 04.07.26 CKSUM-Checks
2. 04.07.26 CKSUM-ACH-EFT
3. Check Register 04.07.26 for April 20, 2026 Council Mtg - Checks
4. Check Register 04.07.26 for April 20, 2026 Council Mtg - ACH-EFT

<p><b>Financial Impact:</b> \$7,213,136.57    <b>Budgeted:</b> Yes    <b>Source:</b> Various <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Cheri Donovan, Assistant Finance Director</p>
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## CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	<b>Amount</b>
1000 GENERAL FUND	97,421.95
2000 COMMUNICATIONS FUND	3,242.64
3125 2025A FIRST CENTER	4,234.00
4000 BUILDING FUND	2,920,334.87
4100 EQUIPMENT FUND	42,780.61
4125 TECHNOLOGY FUND	883.10
4500 PARK IMPR_MOVE TO F4401 IN 2026	1,428.00
4720 2024A PARK BONDS	147,725.00
5400 STORMWATER INFRASTRUCTURE FND	1,028.00
7450 ENVIRONMENTAL RESOURCES FUND	22,128.28
7575 STREET LIGHTING FUND	95,590.00
7600 WATER FUND	60,686.04
7700 SEWER FUND	511,921.57
7800 LIQUOR FUND	203,483.35
7900 MUNICIPAL RESERVES FUND	229,009.16
8000 ESCROW FUND	12,000.00
9800 PAYROLL CLEARING FUND	794.80
Report Total:	4,354,691.37

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	251,213.41
2000 COMMUNICATIONS FUND	1,227.02
2292 FIRST CENTER OPERATING FUND	300.00
4000 BUILDING FUND	7,888.99
4100 EQUIPMENT FUND	57,062.43
4710 2023A PARK BONDS	12,756.25
4720 2024A PARK BONDS	15,266.64
5200 STATE AID CONSTRUCTION FUND	287,898.77
5300 PAVEMENT MANAGEMENT FUND	6,170.00
6611 2026 STREET PROJECTS	10,653.33
7450 ENVIRONMENTAL RESOURCES FUND	1,007.70
7600 WATER FUND	287,245.87
7700 SEWER FUND	452,425.09
7800 LIQUOR FUND	573,128.91
8000 ESCROW FUND	431.38
8970 LAKEVILLE ARENAS - OPERATIONS	524.45
9800 PAYROLL CLEARING FUND	893,244.96
9910 DEBT SERVICE	0.00
Report Total:	2,858,445.20



## MINUTES CITY COUNCIL MEETING

April 6, 2026 - 6:00 PM  
City Hall Council Chambers

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

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

### 2. Roll Call

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

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; 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. Recognition and Badging of New Firefighters

Fire Chief Mike Meyer recognized and badged 13 new fire fighters for the City of Lakeville.

#### b. Proclamation - Arbor Day

City Forester Zach Jorgenson presented the Arbor Day Proclamation.

#### c. Proclamation - Together in Peace Day

#### d. Public Works Quarterly Report

Public Works Director Paul Oehme presented the public works quarterly report.

### 6. Consent Agenda

Motion was made by Wolter, seconded by Bermel, 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 03/16/2026 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 3<sup>rd</sup> 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 Rehabilitation Project
- w. Heritage Commons 11<sup>th</sup> 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**

Finance Director Julie Stahl presented the staff report. Staff recommended approval of a resolution adopting assessments for unpaid special charges to recover delinquent costs through certification to property taxes in accordance with State Statute. The charges include unpaid utility bills, nuisance abatement, false alarm fees, mowing and weed removal, property maintenance, and tree removal. Required notification procedures have been completed, including mailed notice, publication, and posting.

Mayor Hellier opened the public hearing at 6:29 p.m. There were no comments from the public.

Motion was made by Lee, seconded by Volk, to close the public hearing at 6:30 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Volk, to approve the resolution adopting assessments for the unpaid special charges.

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

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

Public Works Director Paul Oehme presented the staff report on the 2026 Miscellaneous Roadway Repairs and Overlays Project (City Project No. 26-01), including the assessment hearing for improvements to 214th Street West. The project is funded through a combination of property tax levies and special assessments to benefit properties, in accordance with Minnesota Statutes Chapter 429. Required public hearing notices were provided, and the assessment hearing was held at this meeting.

Oehme reported that three bids were received, with McNamara Contracting, Inc. submitting the low bid. Total project costs are estimated at \$4,414,301, including construction and associated engineering and administrative costs. The project includes roadway repairs, paving, curb and sidewalk replacement, utility improvements, and trail construction, with completion anticipated in phases through 2027.

Mayor Hellier opened the public hearing at 6:37 p.m. There were no comments from the public.

Motion was made by Bermel, seconded by Wolter, to close the public hearing at 6:38 p.m. Voice Vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Lee, to award the construction contract to McNamara Contracting, Inc.; adopt the assessment roll for Project No. 26-01; approve funding, budget amendments, and fund transfers; and approve the professional services agreement with Braun Intertec.

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

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

Jon Strohm presented the proposed Lakeville 35 Logistics Center South Addition development.

Community Development Director Tina Goodroad presented the staff report, noting the request for a preliminary plat and conditional use permit for a 15.36-acre site to allow construction of a multi-tenant industrial office/warehouse building in the O-P, Office Park District. The Planning Commission held a public hearing and unanimously recommended approval.

Motion was made by Wolter, seconded by Volk, to approve the preliminary plat and conditional use permit and adopt the findings of fact.

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

**8. Unfinished Business**

None

**9. New Business**

**a. Residential Interim Ordinance**

Community Development Director Tina Goodroad presented the staff report regarding a draft residential interim ordinance intended to pause acceptance of new residential development applications to allow time for additional planning and evaluation of long-range growth impacts, including alignment with Metropolitan Council 2050 planning requirements.

Council discussed the potential benefits and impacts of a temporary pause on residential development, including concerns related to the pace of growth, coordination with school district capacity, and timing relative to state-level planning discussions. Council also considered how a moratorium could affect existing property owners and noted that the City currently has a supply of approved buildable lots.

Council expressed general comfort with the exceptions outlined in the draft ordinance and provided direction to staff to continue refining the Ordinance.

**b. Water Treatment Expansion Study**

Public Works Director Paul Oehme presented the Water Treatment Expansion Study, outlining alternatives to increase water treatment capacity to meet future demand.

Council discussed financing options, including structuring bonds and rates to minimize impacts to residents, noting past use of franchise fees to support infrastructure costs. Discussion also included managing peak water demand, system redundancy, and resiliency, including the benefits of a satellite facility to provide backup in the event of a natural disaster or cybersecurity incident.

Council indicated that Alternative 3 (bypass option) is not under consideration. Additional discussion included limitations on expanding production capacity at existing sites and potential funding opportunities.

Council directed staff to further evaluate rate impacts and financing strategies for Alternative 2 (construction of a satellite plant) to reduce impacts on the public.

**c. Central Maintenance Facility Needs Study**

Public Works Director Paul Oehme presented the staff report.

Council talked about being able to do option 1 for the water treatment facility (expansion on current site) and have money to do the CMF expansion.

Council would like to do something to expand and keep the fleet inside but would like to look if there are ways to reduce some of the costs.

**10. Council/Committee Updates**

None

**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**

Motion was made by Volk, seconded by Bermel, to adjourn at 8:01 p.m.

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

Respectfully Submitted,

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Ann Orlofsky, City Clerk

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Luke M. Hellier, Mayor



**Date:** 4/20/2026

**Resolution accepting donations from customers of the Lakeville Liquor stores.**

**Proposed Action**

Staff recommends adoption of the following motion: Motion to approve a resolution accepting donations valued at \$29,835.60 on behalf of Lakeville Liquors customers to be used by 360 Communities and The Open Door Pantry.

**Overview**

The Lakeville Liquor stores hosted a fundraiser to benefit local food shelves during the month of March 2026. Funds were raised using donation jars, round-up purchase option, swag sales, bourbon auctions and the sale of discounted club memberships. Total funds provided by the Lakeville Liquor stores for 360 Communities and The Open Door Pantry is \$29,835.60. Donations will be split evenly.

**Supporting Information**

None

<p><b>Financial Impact:</b> \$29,835.60    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> A sense of community value and belonging <b>Report Completed by:</b> Tana Wold, Liquor Operations Director</p>
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**CITY OF LAKEVILLE**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING DONATIONS FROM CUSTOMERS OF THE  
LAKEVILLE LIQUOR STORES.**

Resolution accepting donations from customers of the Lakeville Liquor stores for use by 360 Communities and The Open Door Pantry.

Whereas, Minnesota Statute 465.03 requires that all gifts and donation of real or personal property be accepted only with adoption of a resolution of the governing body; and

Whereas, the City of Lakeville’s Liquors Stores have received donations of money in the amount of \$29,835.60; and

Whereas, the grants and/or donations were beneficial to the department, and

Whereas, the additional revenues received may require the City to incur additional expenditures in order to comply with any grant agreements or restrictions to the donations.

Now, therefore it be resolved by the City Council of the City of Lakeville that the donations are hereby officially accepted and acknowledged with gratitude to the donors; and

Be it further resolved that City staff is authorized to amend the budget to comply with any grant agreements or restrictions to the donations.

**CITY OF LAKEVILLE:**

\_\_\_\_\_  
Luke M Hellier, Mayor

ATTEST:

\_\_\_\_\_  
Ann Orlofsky, City Clerk



**Date:** 4/20/2026

## **Resolutions Awarding Construction Contract and Authorizing Funding for Stormwater Management Improvements along Firelight Way**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve resolutions awarding a construction contract to Pember Companies and authorizing funding for stormwater management improvements along Firelight Way, City Project 24-44.

### **Overview**

The City, Dakota County, and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering on stormwater management improvements along Firelight Way as part of City Project 24-44. The project includes installation of a hydrodynamic separator, a mechanical device that removes sediment and other pollutants from stormwater before it reaches the North Creek, a tributary to the Vermillion River. This improvement supports joint water quality goals and helps reduce total suspended solids contributing to the existing impairment on both North Creek and the Vermillion River.

The City publicly bid the project and received eight bids. The low bid of \$234,758.45 was submitted by Pember Companies, consistent with the project specifications and significantly below the engineer's estimate of \$285,000. As outlined in the Joint Powers Agreement executed on February 18, 2025, the City is serving as lead agency and will coordinate construction on behalf of the project partners.

The total estimated project cost is \$300,500. Funding includes contributions from Dakota County (\$10,000), the VRWJPO (\$10,000), and a Minnesota Board of Water and Soil Resources Watershed Based Implementation Funding grant (\$184,300.00). The City's estimated share is \$96,200. Approval of the contract award and associated budget actions will allow the City to advance this cooperative water quality improvement, with construction anticipated to begin in Summer 2026 and final restoration completed by Fall 2026.

### **Supporting Information**

1. 2026.04.20 Resolution Awarding Construction Contract
2. 2026.04.20 Resolution Authorizing Funding
3. 2026.04.20 Agreement for Construction
4. 2026.03.25 Stantec Bid Recommendation Letter

**Financial Impact:** 300,500    **Budgeted:** Yes    **Source:** Multiple Sources  
**Envision Lakeville Community Values:** Good Value for Public Service  
**Report Completed by:** Maria Friedges, Environmental Resources Specialist

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**Resolution Awarding Construction Contract to Pember Companies Inc.  
for Stormwater Management Improvements along Firelight Way, City Project 24-44**

**WHEREAS**, the City of Lakeville received bids on Wednesday, March 25, 2026, for Stormwater Management Improvements along Firelight Way, City Project 24-44; and

**WHEREAS**, the lowest responsible bid was from Pember Companies Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lakeville, Minnesota:

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, Pember Companies Inc., with a bid in the amount of \$234,758.45. The construction is proposed to be completed as specified in the contract documents.

**ADOPTED** by the Lakeville City Council this 20<sup>th</sup> day of April 2026.

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Luke M. Hellier, Mayor

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Taylor Snider, Deputy City Clerk

**CITY OF LAKEVILLE  
RESOLUTION NO. 26-**

**Resolution Authorizing Funding and 2026 Budget Amendments and Transfers for  
Stormwater Management Improvements along Firelight Way, City Project 24-44**

**WHEREAS**, Stormwater Management Improvements along Firelight Way, City Project 24-44, are programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029).

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

The estimated project cost is \$300,500 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2026 budgets (if needed as the project is completed) 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.

<b>Funding Sources</b>	<b>Total</b>
Vermillion River Watershed JPO	\$ 194,300
Dakota County	10,000
Stormwater Infrastructure Fund	96,200
Total	\$ 300,500

**ADOPTED** by the Lakeville City Council this 20<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Luke M. Hellier, Mayor

\_\_\_\_\_  
Taylor Snider, Deputy City Clerk

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Lakeville, Minnesota ("Owner") and Pember Companies, 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: Firelight Way Hydrodynamic Separator, City Project No. 24-44.

**ARTICLE 2 – THE PROJECT**

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

Firelight Way Hydrodynamic Separator

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Stantec Consulting Services Inc.

**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. Storm sewer and structures, curb and gutter, driveway pavement and the road section **must be completed within 45 calendar days** of removing and curb and gutter, pavement or existing storm sewer infrastructure within the road or the Work will be substantially completed on or before **July 31, 2026**, whichever comes first. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include the work as described in the General Requirements.

B. The Work will be final completed on or before **September 11, 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);

B. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$800.00 for each calendar day that expires after the time specified in Paragraph

4.02 above for Substantial Completion until the Work is substantially complete. Contractor and Owner have reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

- C. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in Paragraph 4.02 above or any extension thereof granted by Owner in accordance with Article 12 of the General Conditions, Contractor shall pay Owner \$400.00 per day for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. Contractor and Owner have also reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.
1. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
  2. Failure to provide temporary stabilization and appropriate erosion/sediment control.
  3. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

## 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) **Awarded on the Total Base Bid in the Amount of Two Hundred Thirty-Four Thousand Seven Hundred Fifty-Eight Dollars and Forty-Five Cents \$234,758.45.**

## 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 31 to 38, inclusive).
  - 2. Performance bond (pages 43 to 44, inclusive).
  - 3. Payment bond (pages 43 to 44, inclusive).
  - 4. Other bonds.
    - a. Maintenance bond (pages \_\_\_ to \_\_\_, inclusive).
  - 5. General Conditions (pages 49 to 125, inclusive).
  - 6. Supplementary Conditions (pages 125 to 141, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of \_\_\_ sheets with each sheet bearing the following general title: \_\_\_, dated \_\_\_.
  - 9. Addenda (numbers 1 to 1, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_ to \_\_\_, 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 20, 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:

City of Lakeville, Minnesota

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(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.)*

CONTRACTOR:

Pember Companies, Inc.

By: \_\_\_\_\_

Brent Pember

Title: **President**

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Eric Pember

Title: **Secretary**

Address for giving notices:

Pember Companies, Inc.

N4449 469th Street

Menomonie, WI 54751

License No.: \_\_\_\_\_

*(where applicable)*

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**PEMBER COMPANIES, INC.**  
**CONSENT RESOLUTION OF THE**  
**BOARD OF DIRECTORS**  
**IN LIEU OF SPECIAL MEETING**

Pursuant to Wis. Stat. § 180.0821, the undersigned, being all of the Directors of **PEMBER COMPANIES, Inc.**, a Wisconsin corporation (the "**Corporation**") hereby consent to the following action in lieu of a special meeting of the Board of Directors, with the express intention that the action have the same effect as though adopted by vote at such special meeting.

**RESOLVED** that any one of Brent A. Pember, President of the Corporation and as an Authorized Representative of the Corporation, Eric J. Pember, Vice-President of the Corporation and as an Authorized Representative of Corporation, Joe D. Pember, Project Manager and as an Authorized Representative of the Corporation, or Ryan Pember, Project Manager and as an Authorized Representative of the Corporation, acting alone are hereby authorized to execute any and all documents related to contractual agreements, including, without limitation, pay requests.

**IN WITNESS WHEREOF**, the undersigned, being all of the Directors of the Corporation, have executed this Consent Resolution effective as of the 6TH day of April, 2020.



\_\_\_\_\_  
Brent A. Pember, President



\_\_\_\_\_  
Eric J. Pember, Vice President



**Stantec Consulting Services Inc.**  
 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

March 25, 2026

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

Re: Firelight Way Hydrodynamic Separator  
 Stantec Project No. 227707769  
 Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on March 25, 2026. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

There were a total of 8 Bids. The following summarizes the results of the Bids received:

	<b>Contractor</b>	<b>Total Base Bid</b>
<b>Low</b>	Pember Companies, Inc.	\$234,758.45
#2	Kamish Excavating	\$237,427.00
#3	New Look Contracting, Inc.	\$254,895.00
#4	Meyer contracting, Inc.	\$271,863.51
#5	McNamara Contracting	\$273,586.00
#6	Bituminous Roadways, Inc.	\$287,271.51
#7	Minger Construction Co., Inc.	\$289,330.50
#8	Urban Companies	\$398,306.20

The low Bidder on the Project was Pember Companies, Inc. with a Total Base Bid Amount of \$234,758.45. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Pember Companies, Inc.** should be awarded the Project on the Total Base Bid in the Amount of **\$234,758.45.**

Should you have any questions, please feel free to contact me at (952) 838-5661.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Nick Wyers, P.E.

Enclosure



**Date:** 4/20/2026

## **Barks and Rec Agreement for Animal Impounding by Police Department**

### **Proposed Action**

Staff recommends adoption of the following motion:

Move to approve the Standard Service Agreement with Barks and Rec Midwest LLC for Animal Impounding

### **Overview**

The facility that the Lakeville Police Department previously had an agreement with no longer accepts impounded animals. This new agreement allows the Lakeville Police Department to board all dogs found for a period of five working days, exclusive of Sunday and holidays.

The term of this agreement is from 1 January 2026 through 31 December 2029.

This agreement has been reviewed by the City Attorney.

### **Supporting Information**

1. Barks and Rec Agreement

<p><b>Financial Impact:</b> \$9,100 annually, though costs may vary slightly based upon number of animals impounded. <b>Budgeted:</b> Yes <b>Source:</b> Police Operating - Contractual Agreements <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> Brad Paulson, Chief of Police</p>
--

## **STANDARD SERVICE AGREEMENT CITY OF LAKEVILLE ANIMAL IMPOUND**

**THIS AGREEMENT** is made, executed, and entered into this 1st day of April 2026 by and between the **CITY OF LAKEVILLE**, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "City" and **BARKS & REC MIDWEST LLC**, hereinafter referred to as "Provider".

**Section 1. Recitals.** City and Provider agree that this Agreement herein is made in accordance with the following recitals:

Subsection A. City is in need of certain services which are hereinafter described and desires to engage Provider as an independent contractor to provide said services in accordance with the terms and conditions set forth herein.

Subsection B. City and Provider agree that it is mutually advantageous for them to set forth their respective obligations and agreements in their entirety in writing in this Agreement.

Subsection C. City has determined that the provision of services by Provider would serve the best interests of the City of Lakeville and finds that Provider is ready, willing and able to provide such services.

Subsection D. For and in consideration of the parties adhering to their prospective obligations, covenants and undertakings hereinafter contained, as well as for and in consideration of the compensation to be paid Provider by the City, the receipt and sufficiency of which is acknowledged by the Provider to be set forth in this Agreement, the City and Provider agree to enter into this Agreement as hereinafter set forth.

**Section 2. Conditions.** The following conditions contained in this section are made a part of this Agreement.

**2.1.** Provider agrees to board all dogs found by the Lakeville Police Department for a period of five working days, exclusive of Sunday and holidays and such longer periods as required by law and this Agreement.

**2.2.** Provider agrees to allow access to the facility located at 24135 Dodd Blvd. Lakeville, MN 55044 after hours by Community Service Officers and Police Officers of the Lakeville Police Department.

**2.3.** Provider shall maintain sanitary and humane kennels and facilities for dogs delivered by the Lakeville Police Department, as provided in Title 5, Chapter 1 of the Lakeville City Code, Minnesota Statute 347.35, and Minnesota R. 1721. 0520

2.4. Provider shall give an accurate written report each month to the City stating all animals impounded and the duration of the impoundment, all animals destroyed, and any other fees or services rendered.

2.5. Provider shall release to owners' dogs impounded through the Animal Control Program. Release will take place only after proof of payment or authorization has been given from the Lakeville Police Department.

2.6. For each payment invoice provided to the City, Provider shall provide a detailed financial report providing a breakdown of all fees and expenses charged, revenues and expenses on the City account for the purposes of reconciling the account and determining monies owed to each party.

2.7. Provider shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Provider under similar circumstances.

2.8. The books, records, documents, and accounting procedures and practices relating to the agreement are subject to examination by the City for a minimum of 3 years.

**Section 3. Term.** The term of this Agreement shall begin on the 1st day of January 2026 and end on December 31, 2029. This agreement can be canceled by either party as provided in Section 8.

**Section 4. Compensation.** The City shall pay Provider and Provider agrees to accept as full and complete compensation for all services rendered under this Agreement as provided in Exhibit A attached hereto.

**Section 5. Impoundment and Disposal.** Any animal impounded which is not claimed after five (5) days becomes the property of the City and ownership and care will transfer to the Provider to be disposed of in a humane manner or placed in the custody of some other suitable person. Any animal taken into custody under Minn. Statute 343. 22, investigation of cruelty complaints, may be humanely disposed of ten (10) days after the animal is taken into custody, or if taken under custody under Minn. Stat. 343.22 or 343.29, immediately when the animal is

suffering and is beyond cure through reasonable care and treatment. Any animal taken into custody that has bitten a person or that may have exposed a person to rabies shall be quarantined for at least ten (10) days

**Section 6. Supplies, Equipment and Incidentals.** The City and Provider agree that the Provider shall furnish any and all supplies, equipment and incidentals within Provider's space capabilities necessary for Provider's performance of this Agreement.

**Section 7. Accountability.** The City and Provider agree that the City shall designate a representative on its behalf that shall be responsible for providing communication as to the provision of services by the Provider under this agreement.

**Section 8. Termination.** The City reserves the right to terminate Provider at any time within the term of this Agreement. In the event of such termination, the City shall provide Provider written notice of termination and upon receipt of same, Provider shall immediately cease and desist Provider's provision of services under this agreement and City shall have no further obligation under this Agreement to pay any further compensation to Provider except for compensation due and owing for services prior to Provider's receipt of written notice of termination. This Agreement may be terminated by the Provider upon ninety (90) days prior written notice.

**Section 9. Insurance.** The Provider shall furnish the City a certificate of insurance showing proof of the required insurance. The Provider shall furnish and maintain such insurance as shall protect Provider and the City for work covered by the Agreement including workers' compensation claims and property damages, bodily and personal injury which may arise from operations under this Agreement, whether such operations are by Provider or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

*General Liability (or in combination with an umbrella policy)*  
\$1,000,000 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

City must be endorsed as an Additional Insured

*Workers Compensation Statutory Limits*

\$500,000 Each Accident

\$500,000 Policy Limit

\$500,000 Each Disease

The Provider's Insurance must be " Primary and Non -Contributory". The Provider must provide evidence of insurability in the amounts as provided above. (A Certificate of Insurance).

All insurance policies (or riders) required by this Agreement shall be (i) taken out by Provider 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 Provider as an insured party and City as an additional insured which shall be filed with the City. A copy of the endorsement will be submitted with the certificate of insurance.

Provider'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' advance 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 Provider's policy limits on a follow -form basis to satisfy the full policy limits required by this agreement.

**Section 10. Indemnification.** To the fullest extent permitted by law, Provider 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 Provider's negligence or the Provider's performance or failure to perform its obligations under this agreement. Provider's indemnification obligation shall apply to Provider's subcontractor(s), or anyone directly or indirectly employed or hired by Provider, or anyone for whose acts Provider may be liable. Provider agrees this indemnity obligation shall survive the completion or termination of this agreement.

**Section 11. Independent Contractor.** City and Provider agree that Provider, while engaged in carrying out and complying with the terms and conditions of this Agreement and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee or agent of the City. City and Provider further agree that Provider shall not at any time or in any manner represent that Provider or any of Provider's agents or employees is in any manner agents or employees of the City. City and Provider further agree that Provider shall be exclusively responsible under this Agreement for Provider's own FICA 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 regulation.

**Section 12. Written Notice or Other Correspondence.** Any written notice or other correspondence to be provided by or between the City and the Provider in accordance with this Agreement shall be either hand delivered or mailed by registered or certified mail to the following addresses:

CITY: City of Lakeville Police Department  
9237 183rd Street West  
Lakeville, MN 55044  
Attn: Operations  
Lieutenant

PROVIDER: Barks & Rec Midwest LLC  
400 Lakeside Ave  
Minneapolis, MN  
55405  
Attn: Kirk Trammel

**Section 13. Waiver of Default.** Any waiver by City of a default under the provisions of the Agreement by Provider shall not operate or be construed as a waiver of a subsequent default by the Provider. No waiver shall be valid unless in writing and signed by the Mayor and City Clerk on behalf of the City.

**Section 14. No Assignment .** The City and the Provider agree that the services to be rendered by the Provider under this Agreement are unique and personal. Accordingly, the Provider may not assign any of the Provider's rights or delegate any of the Provider's duties or obligations under this Agreement without City consenting to such an assignment and the assignment being reduced to writing and signed by the Mayor and City Clerk on behalf of the City.

**Section 15. Subcontractors.** Provider shall not enter 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.

**Section 16. Invalidity of Provisions.** If any term or provision of this agreement or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement 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 thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 17. Entire Agreement.** This instrument herein contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Agreement shall not be modified in any way except by writing executed by both parties.

**Section 18. Governing Law.** Minnesota Statutes, Minnesota Rules, and City Ordinances are incorporated herein. Anything in this Agreement that conflicts with the statutes, rules, and ordinances is superseded.

**Section 19. Sales Tax.** The Provider will collect and/ or charge sales tax where appropriate.

**Section 20. Discrimination on Account of Race, Creed, or Color Prohibited.** Provider agrees to comply with Minnesota Statute 181. 59.

**Section 21. Work Hours.** The boarding facility shall be open for pick-up of animals during normal business hours, except on rare occasions, Provider is not responsible for any release of animals outside of regular business hours.

Requests for after-hours services will be charged according to services provided and the fees established under Exhibit A.

**Section 23. Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 24. Records.** All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy. All books, records, documents and accounting procedures and practices to the Provider relative to this Agreement are subject to examination by the City. Provider shall maintain and preserve the following records including but not limited to:

- a) The description of the animal by species, breed, sex, approximate age and other distinguishing traits;
- b) The location at which the animal was seized;
- c) The date of seizure;
- d) The name and address of the person from whom any animal three months of age or over was received;
- e) The name and address of the person to whom any animal three months of age or over was transferred; and
- f) The history of disease conditions diagnosed by a veterinarian or diagnostic laboratory on animals housed on the premises.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

**CITY:**  
**CITY OF LAKEVILLE**

**PROVIDER:**  
**BARKS & REC MIDWEST LLC**

**By:** \_\_\_\_\_  
**Luke Hellier, Mayor**

**By:**  \_\_\_\_\_  
**Kirk Trammel**

**And**  
\_\_\_\_\_  
**Ann Orlofsky, City Clerk**

**EXHIBIT A**

**PROVIDER'S FEES FOR SERVICE**

Boarding:	Per dog	\$55.00/Day
Bathing Fee (one time only if needed)	Per dog	\$35.00

The above prices are applicable only to the terms and conditions of this agreement.



**Date:** 4/20/2026

## **Professional Services Agreement with Cooper Engineering for Freight Rail Car Storage Facility**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a professional services agreement with Cooper Engineering Company for preliminary and final engineering of the Freight Rail Car Storage Facility, City Project 22-16.

### **Overview**

The proposed Lakeville freight rail car storage facility will provide a centralized location for rail car storage within the City's industrial parks. Currently, rail cars are stored along adjacent roadways, creating public safety concerns, negatively impacting traffic operations, and limiting reliable access for residents and businesses. This project will improve roadway safety and access, reduce congestion along rail corridors in residential areas, and support economic development by strengthening local freight infrastructure. The project is anticipated to proceed with design in 2026 and construction in summer 2027.

Staff recommends approval of a professional services agreement with Cooper Engineering Company to provide design, permitting, and bidding services. Cooper Engineering has experience in rail infrastructure design and has completed multiple regional projects involving rail yards, industrial sites, and coordination with public agencies and rail operators. Their familiarity with rail design, environmental permitting and multi-agency coordination provides the expertise necessary to successfully deliver this project. The scope of services includes preliminary and final design, preparation of construction documents, coordination with regulatory agencies and stakeholders, and assistance during bidding. These services, including geotechnical coordination and subconsultant work, will be funded through a federal grant.

### **Supporting Information**

1. 2026.04.20 Professional Services Agreement with Cooper Engineering (CK#238739)

<p><b>Financial Impact:</b> \$424,340.00    <b>Budgeted:</b> Yes    <b>Source:</b> Federal Funding Grant <b>Envision Lakeville Community Values:</b> Design that Connects the Community <b>Report Completed by:</b> Chloe Anderson, Civil Engineer</p>
--

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT** made this 20th day of April, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **COOPER ENGINEERING COMPANY, INC.**, a Wisconsin corporation ("Consultant").

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

**1. CONTRACT DOCUMENTS.** The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement.
- B. City Request for Proposal for Professional Engineering Services – Rail Infrastructure Lakeville Freight Rail Car Storage Facility, City Project 22-16, dated February 23, 2026.
- C. Consultant’s Proposal for Proposed Lakeville Freight Rail Car Storage Facility, Design, Bidding and Permitting Services, City Project 22-16, dated March 13, 2026 (“Proposal”).

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

**2. SCOPE OF SERVICES.** The City retains Consultant to assist with the design, bidding and permitting services for City Project 22-16. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Contract Documents.

**3. COMPENSATION.** Consultant shall be paid in accordance with the fee schedule included with the Proposal, but in no event shall the total amount paid to Consultant for services exceed Four Hundred Twenty-Four Thousand Three Hundred Forty and No/100 Dollars (\$424,340.00), which amount is inclusive of reimbursables, expenses, taxes and other charges. The 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 are exceeded. Consultant shall provide the City with detailed invoices on a monthly basis. The City will pay an invoice within 35 days of receipt.

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

**5. DOCUMENTS.** 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. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing activities.

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

**7. STANDARD OF CARE.** Consultant 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 consultant 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 Consultant's services.

**8. INDEMNIFICATION.** Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein 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 hereunder.

**9. INSURANCE.** Prior to the start of the project, Consultant shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Consultant 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 Consultant 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 Consultant or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

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

*Automobile Liability*

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

*Workers' Compensation*

Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant 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 Consultant from Workers' Compensation insurance or if the Consultant has no employees in the City, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements. If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant 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 Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract. Consultant 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 Consultant and may not exceed \$50,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant 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 Consultant 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 Consultant 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 Consultant to fulfill this requirement.

The Consultant'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.**

Consultant'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 Consultant's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

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

**11. SUBCONTRACTORS.** With the exception of the individuals identified in the Proposal, Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes §471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

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

**13. 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.

**14. 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.

**15. CONTROLLING LAW/VENUE.** 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.

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

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

**18. RECORDS.** Consultant shall maintain complete and accurate records of time and expenses involved in the performance of services.

**19. AUDIT DISCLOSURE AND DATA PRACTICES.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. Pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the Contractor. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the City, except as required by the terms of the Contract. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

**21. TERMINATION OF THE AGREEMENT.** The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination or, in the case of a lump sum contract, based upon a pro rata basis.

**22. NOTICES.** All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

CITY:  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville MN 55044  
Attention: City Administrator

CONSULTANT:  
Cooper Engineering Company, Inc.  
2600 College Drive, P.O. Box 230  
Rice Lake, WI, 54868-7008  
Attention: Jacob Friberg, P.E., V.P. \_\_\_\_\_

Either party may change the designated recipient of notice by notifying the other party in writing.

*[Remainder of page intentionally left blank]  
[Signature pages to follow]*

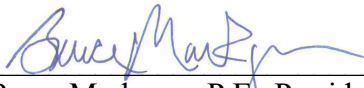
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

**CITY OF LAKEVILLE**

BY: \_\_\_\_\_  
Luke M. Hellier, Mayor

AND \_\_\_\_\_  
Taylor Snider, Deputy City Clerk

**COOPER ENGINEERING COMPANY, INC.**

BY:  \_\_\_\_\_  
Bruce Markgren, P.E., President



**Date:** 4/20/2026

**Temporary on-sale liquor license to the Lakeville Area Chamber Foundation**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to the Lakeville Area Chamber Foundation

**Overview**

The Lakeville Area Chamber Foundation is requesting approval of a temporary on-sale liquor license for a Food Truck Festival to be held on May 16, 2026, at 20919 Howland Avenue, adjacent to the Lakeville Area Arts Center. The event will take place outdoors and will include a designated alcohol service area from 11:00 a.m. - 8:00 p.m.

Event organizers have indicated that staff will be on-site to manage operations, including monitoring entrances and exits to ensure that alcoholic beverages remain within the designated consumption area. Wristbands will be issued to individuals of legal drinking age, and security measures will be in place to support compliance with state and local regulations.

The Police Department has reviewed the request and has no objection to the issuance of the temporary liquor license.

**Supporting Information**

None

<p><b>Financial Impact:</b> \$50.00    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> Ann Orlofsky, City Clerk</p>
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**Date:** 4/20/2026

## **Resolution Approving Charitable Gambling Lakeville South Football Association**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Lakeville South Football Association to conduct lawful gambling at the Belzer Stadium at Grand Prairie Park.

### **Overview**

The Lakeville South Football Association has submitted an application to the State of Minnesota Gambling Control Board for a premises permit to conduct lawful gambling activities at 7700 185th Street West, located at the Belzer Stadium at Grand Prairie Park.

As part of the State's application process, a resolution of approval from the local governing body is required.

The Lakeville South Football Association is a qualified nonprofit organization and meets all applicable City and State requirements for conducting lawful gambling activities.

The organization proposes to conduct lawful gambling in the form of pull-tabs, raffles, and tip boards during adult townball baseball games held at the Belzer Stadium at Grand Prairie Park.

Staff has reviewed the application and finds it to be consistent with regulatory requirements. There are no objections to the issuance of the premises permit.

### **Supporting Information**

1. Lakeville South Football Association Resolution - Belzer Stadium

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> Ann Orlofsky, City Clerk</p>
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**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**RESOLUTION GRANTING APPROVAL FOR CHARITABLE GAMBLING**

**WHEREAS**, the City of Lakeville received an application from the Lakeville South Football Association to conduct gambling activities at Belzer Stadium, Grand Prairie Park 7700 185<sup>th</sup> Street West; and

**WHEREAS**, the Lakeville South Football Association is a qualified organization.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lakeville grants approval to the Lakeville South Football Association to conduct gambling activities at Belzer Stadium, Grand Prairie Park, 7700 185<sup>th</sup> Street West.

**ADOPTED** by the Lakeville City Council this 20th day of April 2026

**CITY OF LAKEVILLE**

\_\_\_\_\_  
Luke M. Hellier, Mayor

ATTEST:

\_\_\_\_\_  
Taylor Snider, Deputy City Clerk



**Date:** 4/20/2026

## **Resolution Authorizing Funding and Budget Amendments and Transfers for East Community Park Phase II Construction Project, City Improvement Project 25-20**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution authorizing funding and budget amendments and transfers for East Community Park Phase II Construction Project, City Improvement Project 25-20.

### **Overview**

The construction of East Community Park Phase II is the final project to be completed under the 2021 Park Bond Referendum. The 2025/2026 CIP budget included \$3,125,000 for East Community Park Phase II and the final improvements associated with the North Creek Greenway Trail, a joint project with Dakota County. The projects were combined and bid as one project which will be constructed simultaneously. During the planning process, the project scope expanded to include additional ADA improvements along the North Creek Greenway Trail, as well as expanded amenities along the trail route, for which the cost will be split between Dakota County and the City. Additional improvements include security/lighting upgrades, an expanded community garden, and a dog park. After a review by the Finance Department, it has been determined that the Park Dedication Fund can provide the necessary funding for the City's portion of the project. Additional funding sources for the project include:

- Dakota County
- Stormwater Infrastructure Fund
- Water Trunk Fund
- Sanitary Sewer Trunk Fund

Construction is slated to begin this May and the park will open to the public in 2027.

### **Supporting Information**

1. Resolution Authorizing Funding and Budget Amendments and Transfers for East Community Park Phase II Construction Project, City Improvement Project 25-
2. Budget Worksheet

**Financial Impact:** \$4,239,860.00    **Budgeted:** Yes    **Source:** Park Bond Referendum & 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*

**CITY OF LAKEVILLE  
RESOLUTION NO. 26-**

**Resolution Authorizing Funding and Budget Amendments and Transfers  
East Community Park Phase II Construction Project, City Project 25-20**

**WHEREAS**, the East Community Park construction project, City Project 25-20, 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 \$4,239,860 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2026 budgets and/or 2027 budgets (if needed as the project is completed) and make the appropriate transfers between funds/projects 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.

<b>Funding Sources</b>	<b>Total</b>
Park Bonds Fund (Park Referendum Bonds/Park Dedication Fund)*	\$ 3,038,111
Dakota County Funding (Park Bonds Fund)	916,904
Stormwater Infrastructure Fund	89,444
Water Trunk Fund	164,411
Sanitary Sewer Trunk Fund	30,990
Total	\$ 4,239,860

\* Project costs will be recorded in the Park Bonds Fund. To the extent any bond proceeds remain from the bonds issued on previous park referendum bond projects, those will be spent first. Once bond proceeds are expended, and remaining costs not funded by other revenues will be funded by Park Dedication Funds.

**ADOPTED** by the Lakeville City Council this 20th day of April 2026.

\_\_\_\_\_  
Luke M. Hellier, Mayor

\_\_\_\_\_  
Ann Orlofsky, City Clerk

PROJECT 25-20 East Community Park

	Budget	Revenue Source							
		Dakota County Contributions	Park Bonds City Share	Storm Water Infrastructure Fund	Water Trunk Fund	Sanitary Sewer Trunk Fund	Park & Trail Improvement Funds (Parks)	Park & Trail Improvement Fund (Trail)	Park Dedication Fund
<b>Contract</b>									
Schedule 1: General Conditions/Site Survey/Mobilization/Removals	455,536.67		455,536.67						
Schedule 2: Earthwork	156,202.04		156,202.04						
Schedule 3: Utilities-Stormwater	78,435.92			78,435.92					
Utilities-Sanitary Sewer	27,175.85					27,175.85			
Utilities-Water	144,176.22				144,176.22				
Schedule 4: Pavements/Hardscape-Parking lot/roadway	387,154.07		387,154.07						
Pavements/Hardscape- Trail Improv.	304,166.74	258,542	45,625.01						
Schedule 5: Buildings + Structures	-								
Buildings + Structure-Restroom/shelter building	890,039.17	400,000	490,039.17						
Buildings + Structure-Fishing pier	258,454.86	129,227	129,227.43						
Buildings + Structure-Pedestrian Bridge	245,408.85		245,408.85						
Schedule 6: Site Furnishings	224,243.20		224,243.20						
Site Furnishings- Kayak Launch	79,369.20	39,685	39,684.60						
Schedule 7: Landscape	99,261.92		99,261.92						
Landscape-Stone Overlook	28,901.04	14,451	14,450.52						
<b>Total contract</b>	<b>3,378,525.75</b>	<b>841,904</b>	<b>2,286,833.48</b>	<b>78,435.92</b>	<b>144,176.22</b>	<b>27,175.85</b>			
<b>Engineering - Basic Services</b>									
ISG- Design	350,000	75,000	247,920	8,503	15,630	2,946			
ISG- Construction Admin	81,000		73,024	2,505	4,604	868			
<b>Other contracts</b>									
Playground	250,000		250,000						
<b>Other costs</b>									
Legal notices - bidding/publication	400		400						
SAC fees									
Other/misc costs	10,000		10,000						
VACKER SIGN	1,008		1,008						
Contingency (5%)	168,926		168,926						
	<b>4,239,860</b>	<b>916,904</b>	<b>3,038,111</b>	<b>89,444</b>	<b>164,411</b>	<b>30,990</b>			



Date: 4/20/2026

## **Proposal for Expanded Construction Administration Services with ISG for the Development of East Community Park Phase II**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve Proposal for Expanded Construction Administration Services with ISG for the Development of East Community Park Phase

### **Overview**

The development of East Community Park Phase II is the final park project to be completed under the 2021 Park Bond Referendum. In March of 2025, the Mayor and City Council approved a proposal from ISG for professional planning and design services. Staff has been working with ISG on the design phase of the project over the last year and the project went out for bid in early April. Now that we are moving into the construction phase of the project, staff is proposing an expansion of the services that ISG is providing to support the project. Under the expanded services proposal, ISG would facilitate a number of tasks related to the project including the following:

- **Preconstruction:** notice of award, request and review payment and performance bonds, request and review required documents from the contractor
- **Shop Drawings and Requests for Information:** reviewing and responding to all shop drawings, RFIs, color selections and coordinating mock-ups with regularly scheduled site visits
- **Special Inspections and Testing:** review special inspection and testing reports provided by the engineer
- **Change Orders, Proposal Requests and Supplemental Instructions:** execute change orders, proposal requests and supplemental instructions
- **Pay Applications:** review progress and final contractor pay applications prior to submitting for payment
- **Project Closeout:** Participate in the substantial completion punchlist and follow up with contractors, review the final completion punchlist and provide certification
- **Construction Observation and Recurring Meetings:** observations of the contractor's work, documentation of construction progress, assist the contractor with various communications and other items.

Construction is set to begin in mid-May of this year, with completion in November, and the park will officially open to the public in 2027. The original cost of ISG's professional services was \$264,950.00, and the expanded services outlined in this proposal would cost \$81,854.00

bringing the total cost of professional services to \$346,804.00.

**Supporting Information**

1. Proposal for Expanded Construction Administration Services with ISG for East Community Park Phase II

<p><b>Financial Impact:</b> \$81,854.00    <b>Budgeted:</b> Yes    <b>Source:</b> Park Bond Referendum <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> <i>Joe Masiarchin, Parks and Recreation Director</i></p>
---

**March 27<sup>th</sup>, 2026**

Joe Masiarchin  
Parks + Recreation Director  
City of Lakeville  
20195 Holyoke Ave  
Lakeville, MN 55044  
952.985.4601  
jmasiarchin@lakevillemn.gov



## **RE: Expanded Construction Administration Services Proposal**

Joe,

As the City of Lakeville looks to construct East Community Park Phase II, I & S Group, Inc. (ISG) stands eager and ready to assist. We understand that the city is looking for a dedicated construction administration and observation professional to assist in the day to day observation of the construction and provide in-field direction as conflicts arise.

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

### **SCOPE OF SERVICES**

ISG proposes the following scope of services for East Community Park to be amended to the Master Services agreement between the City of Lakeville and ISG dated September 2nd, 2025 (attached for reference).

#### **Preconstruction (Under Contract)**

- Issue notice of award and notice to proceed
- Request and review payment and performance bonds
- Request and review contractor's Certificate of Insurance
- Request and review contractor's list of subcontractors
- Request and review initial construction schedule
- Request and review copy of safety programs
- Facilitate a pre-construction meeting with meeting minutes

#### **Shop Drawings + Requests for Information (RFI's) (Under Contract)**

- Review and respond to all shop drawings and a second review of at most 20% of submitted drawings.
  - Anticipate 60 shop drawings
- Review and respond to all RFI's
  - Anticipate the project will have 20 RFI's
- Review and respond to all color selections in conjunction with the City
- Coordinate mock-ups with regularly scheduled site visits

#### **Special Inspections + Testing (Under Contract)**

- Review special inspection and testing reports provided by the geotechnical engineer.
- Note: Prior to construction commencing, ISG will facilitate obtaining special inspection and testing proposals to be hired by the city.

### **Change Orders, Proposal Requests, and Supplemental Instructions (Under Contract)**

- Execute change orders, proposal requests, and supplemental instructions for the project as anticipated or defined under the original work scope.
- Review contractor pricing and provide recommendations to the City.

### **Pay Applications (Under Contract)**

- ISG will review progress and final contractor pay applications prior to submitting to the city for payment

### **Project Closeout (Under Contract)**

- Anticipate project substantial completion on December 1<sup>st</sup>, 2026
- Participate in the substantial completion punchlist and provide the contractor a list of items to correct or complete
- Assume the punchlist for all practice groups will occur simultaneously
- Review the final completion punchlist items and provide the certificate of substantial completion authorizing the City to occupy the site.
- Participate in an 11-month warranty walkthrough.

### **Construction Observation + Recurring Meetings (Additional)**

Field inspection and observation will consist of managing the construction contract on site on a full-time basis. We are assuming that one full-time inspector will be necessary. The work tasks to be performed by ISG will include, but are not limited to the following:

- Observations of Contractor's work in project and field check of materials and equipment. ISG shall not supervise, direct, or have control over Contractor's work, nor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction by contractor.
- Documentation of construction progress including GPS data, photographs and written field reports containing information on unexpected issues encountered in the field, timing of when individual items are installed and weather conditions on site.
- Work shall include observing the performance of construction work and advising the Contractor and City of non-complying work or materials.
- Coordinate with City and County staff for construction timing and detour impacts.
- Assist the contractor in notifying local utilities of any impacts or relocations necessary during construction.
- Obtain tags and tickets for construction material when brought on-site to confirm it matches with shop drawing submittals and conforms to the project documents.
- Review test results provided by selected special inspections consultant hired by city.
- Measure project quantities for submittal to the City.

- Conduct daily site visits to provide Inspection oversight, GPS record drawings, field day to day questions and to act as the owners representative to ensure ease of future maintenance and O+M activities. The Landscape Architect will be the project lead and will ensure timely response to any and all field questions or concerns. ISG will also schedule, hold and provide meeting minutes for construction meetings held on a weekly basis for a period of 35 weeks between May and December 2026.
  - Assumes 35 regularly scheduled construction meetings + meeting minutes
- Assumes 175 visits by level 3 Construction Administrator, and/or Landscape Architect and/ or Architectural Designer to monitor all daily construction activities pertaining to the project under the project Architect and Landscape Architect.

## SCHEDULE

This proposal assumes the following schedule:

- Mid-May 2026 – Construction Begins
- December 1<sup>st</sup> 2026 - Substantial Completion
- May 1<sup>st</sup> 2027 – Final Acceptance.
- November 1<sup>st</sup> 2027 – Warranty Walk through

## ASSUMPTIONS + EXCLUSIONS

The following items are excluded from the scope of services in this proposal:

- As-Built or Record Drawings (By Contractor)
- Construction Staking + Layout (By Contractor)
- Materials Testing or Special Inspections (By Others)

## ATTACHMENTS

- Brett Harris Resume
- Alex Dreyer Resume
- Kaitlin Ancel Resume
- ISG Standard Hourly Rates
- Original Master Agreement



## COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Compensation is based on a Time + Materials (T+M) Not to Exceed (NTE) basis. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Phase	Compensation
Original Contracted Construction Administration	T+M NTE Est. \$81,854.00
Additional Requested Construction Administration	T+M NTE Est. \$264,950.00
<b>Total</b>	<b>T+M EST. NTE \$346,804.00</b>

## ADDITIONAL SERVICES

ISG’s goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Lakeville. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Amanda Prosser, PLA  
Business Unit Leader, Sports + Recreation

[Amanda.Prosser@ISGInc.com](mailto:Amanda.Prosser@ISGInc.com)

Brett Harris, PLA  
Landscape Architect

[Brett.Harris@ISGInc.com](mailto:Brett.Harris@ISGInc.com)



**Applicable Contract**

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG’s compensation does not include sales or use taxes. [Additional](#) information can be found in our General Terms and Conditions.

[bit.ly/2026-terms-isg](http://bit.ly/2026-terms-isg)

**Acknowledgement of Acceptance**

*This proposal is valid for 30 days.*

Accepted this 20th day of April, 2026.

Company (Print): City of Lakeville

Name (Print): Luke M. Hellier Ann Orlofsky

Title (Print): Mayor City Clerk

Signature: \_\_\_\_\_



# Alex Dreyer

Construction Administrator



## Biography

Alex has eight years of construction administration experience supporting public infrastructure and community improvement projects. For park projects, he works closely with project teams, contractors, and agency partners to manage construction activities efficiently while maintaining a strong focus on quality, safety, and schedule.

With experience serving as an inspector, observer, and project engineer, Alex provides a practical construction administration approach that aligns with the unique needs of park and trail improvements. His background allows him to effectively observe and inspect contractor work for compliance with plans, specifications, codes, and safety requirements. Known for his collaborative and professional communication, Alex builds productive working relationships that help projects progress smoothly from construction and through successful completion.

## Education

Coursework in Construction Management  
Minnesota State University, Mankato

## Project Experience

- Eagle Ridge Nature Trail + Pedestrian Bridge  
*Humboldt, IA*
- Three Rivers Industrial Park  
*Humboldt, IA*
- Martin County Ditch No. 28  
*Martin County, MN*  
Faribault County Ditch No. 64  
*Faribault County, MN*
- Reserve at Autumn Woods  
*Chaska, MN*  
IC&E Wetland  
*Albert Lea, MN*
- Sumner Avenue Mill + Overlay  
*Humboldt, IA*
- 12<sup>th</sup> Street Improvements  
*Gibbon, MN*
- Wastewater Treatment Plant  
*Swea City, IA*
- Renville/Sibley JD15 Branch P1 Improvement  
*Buffalo Lake, MN*

## University of Minnesota Certifications

- Construction Site Management
- Construction Installer

## Minnesota Department of Transportation Technical Certifications (#21345)

- Aggregate Production
- Bituminous Plant Tester
- Bituminous Street Inspector
- Concrete Field Tester (ACI) (#1639951)
- Concrete Field Inspector
- Concrete Plant Tester
- Grading + Base Tester
- Grading + Base Inspector
- ADA Construction Certification (#24065)



# Brett Harris, PLA

Landscape Architect



## Biography

Brett is a licensed landscape architect with over a decade of experience designing resilient, engaging outdoor environments across public and private sectors. With a strong foundation in site design, he integrates a deep understanding of natural resources into every project, shaping designs that optimize, enhance, and protect existing site qualities. His work is grounded in context-sensitive, plant-forward thinking, with particular expertise in planting design, green infrastructure, and long-term site performance.

Brett leads multidisciplinary landscape architecture projects from concept through construction, balancing creative vision with technical precision. He collaborates closely with clients, engineers, and project teams to guide master planning, detailed design, permitting, and construction oversight. Passionate about creating dynamic public spaces, from parks and trails to streetscapes and gathering areas, Brett focuses on designs that connect people with nature, support habitat, and create lasting value for communities.

## Education

Bachelor of Environmental Design, Planning  
University of Minnesota  
Minneapolis, MN

Master of Landscape Architecture  
Illinois Institute of Technology  
Chicago, IL

## Project Experience

- Mason City Bike Park  
*Mason City, IA*
- The Meadows Park  
*Plymouth, MN*
- Lungaard Park  
*Appleton, WI*
- Aquatore Park Band Shell  
*Blaine, MN*
- Mississippi Dunes Park Reserve Building  
*Cottage Grove, MN*
- Hand Cut Hollow Campground  
*Bentonville, AR*
- Apple Valley Skatepark  
*Apple Valley, MN*
- Mill Towns State Trail  
*Northfield, MN*
- Spearfish Creek Preservation Plan  
*Spearfish, SD*
- Lake Camelot Park Master Plan  
*Plymouth, MN*



# Kaitlin Ancel

Architectural Designer



## Biography

Kaitlin is an architectural designer with nearly a decade of experience at ISG, supporting projects across sports and recreation, education, housing, commercial, and government sectors throughout Minnesota, Iowa, Wisconsin, and South Dakota. Her role spans project coordination, client and consultant communication, layout development, and architectural design, allowing her to contribute meaningfully at every phase, from early programming and schematic design through construction documentation and administration.

Detail-oriented and technically strong, Kaitlin brings deep expertise in building modeling, construction documentation, and technical detailing. She works closely with project managers, engineers, and consultants to coordinate drawings and apply best practices across disciplines, supporting efficient workflows and high-quality project outcomes. Her experience includes serving as lead architectural designer and project coordinator on a \$100 million, 10-story high-rise hotel in downtown Mankato and managing collaborative design efforts for a high-rise office building as part of a \$160 million mixed-use development in Sioux Falls.

## Education

Bachelor of Science in Architecture  
University of Minnesota, Twin Cities (December 2016)  
Major GPA: 3.515/4.00

Master of Architecture  
Lawrence Technological University (December 2023)  
Major GPA: 3.96/4.00

## Project Experience

- Mason City Bike Park  
*Mason City, IA*
- Kelleher Park Building  
*Burnsville, MN*
- Aquatore Park Band Shell  
*Blaine, MN*
- Sanford Sports Complex  
*Sioux Falls, SD*
- Osseo Memorial Baseball Field  
*Osseo, MN*
- Rozenboom Family Athletic Center  
*Sioux Center, IA*
- Anoka Ramsey Athletic Association Sports Dome  
*Ramsey, MN*
- Johnson Park Improvements  
*New Ulm, MN*
- Bethany Lutheran College Student Athletic Center  
*Mankato, MN*
- Pitch 2 Pitch Baseball and Softball Complex  
*Corcoran, MN*

# 2026 STANDARD HOURLY RATES BY RANGE

Rates are effective as of January 1, 2026, and are subject to change.

ISG

Job Title	Rate
Administrative, I-IV	\$85-\$160
Architect, I-Senior	\$140-\$250
Architectural Designer, I-Senior	\$130-\$190
Business Developer, I-Senior	\$160-\$245
Business Writer, I-Senior	\$130-\$150
Civil Designer, I-Senior	\$130-\$190
Civil Engineer, I-Senior	\$160-\$250
Commissioning Technician, I-Senior	\$140-\$220
Construction Administrator, I-Senior	\$130-\$180
Development Services Coordinator, I-Senior	\$140-\$210
Drone Specialist, I-Senior	\$130-\$180
Electrical Controls Designer, IV-Senior	\$225-\$235
Electrical Designer, I-Senior	\$140-\$205
Electrical Engineer, I-Senior	\$170-\$270
Energy Distribution Designer, I-IV	\$130-\$170
Environmental Scientist/Engineer, I-Senior	\$140-\$225
Finance Consultant, Senior	\$215
General Counsel	\$395
Geospatial Specialist, I-Senior	\$110-\$170
GIS Specialist, I-Senior	\$140-\$220
Graphic Designer, I-Senior	\$120-\$140
Interior Designer, I-Senior	\$140-\$205
IT Specialist, I-Senior	\$140-\$210
Land Surveyor, I-Senior	\$130-\$210
Landscape Architect, I-Senior	\$150-\$230
Landscape Designer, I-Senior	\$130-\$180
Marketing Consultant, Senior	\$215
Marketing Specialist, I-Senior	\$140-\$160
Mechanical Designer, I-Senior	\$140-\$205
Mechanical Engineer, I-Senior	\$170-\$270
Planner, I-Senior	\$140-\$220
Process Engineer, Senior	\$245
Project Coordinator, I-IV	\$140-\$195
Project Executive, Senior	\$300
Project Manager, I-Senior	\$150-\$240
Refrigeration Designer, I-Senior	\$150-\$220
Refrigeration Engineer, I-Senior	\$195-\$295

Job Title	Rate
Structural Designer, I-Senior	\$130-\$200
Structural Engineer, I-Senior	\$160-\$255
Technical Writer, I-Senior	\$160-\$180
Technology Designer, I-Senior	\$130-\$225
Technology Engineer, I-Senior	\$150-\$235
Telecommunications Designer, I-Senior	\$100-\$160
Telecommunications Engineer, I-Senior	\$170-\$250
Telecommunications Field Designer, I-IV	\$125-\$155
Telecommunications Project Manager, I-Senior	\$150-\$240
Videographer	\$165
Visualization Specialist, I-Senior	\$180-\$235
Water/Wastewater Designer, I-Senior	\$140-\$205
Water/Wastewater Engineer, I-Senior	\$170-\$270
Water/Wastewater Operator, I-IV	\$125-\$140
Water/Wastewater Project Manager, I-Senior	\$150-\$255

Equipment	Rate
Survey Grade GPS	\$65
Mapping Grade GPS	\$24
3D Laser Scanner	\$86
Manhole Scanner	\$85
Mobile Scanner	**
R/C Boat + Sounding	\$62
Surveillance Drone	\$64
Photogrammetry Drone	\$160
Thermal Imaging Drone	\$205
Lidar Drone	**
ATV	\$32
Traffic Counter	\$18
Pipe Crawler	**

*Mileage reimbursement is at the IRS standard rate*

*Outside services are billed at cost plus 10%*

*\*\*Call for pricing of project-specific rates*

## PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this 2<sup>nd</sup> day of September, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **I & S Group, Inc.**, a multi-disciplinary firm ("Consultant").

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

**1. CONTRACT DOCUMENTS.** The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement;
- B. Consultant's Proposal dated August 13, 2025 ("Proposal").

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

**2. SCOPE OF SERVICES.** The City retains Consultant to provide commissioning authority services as provided in the Contract Documents. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Contract Documents with a final completion date of December 2026.

**3. COMPENSATION.** Consultant shall be paid two hundred twenty thousand, seven hundred seventy-five dollars and no/100 Dollars (\$220,775) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. Optional additional services for Bid Administration, Permit and Plan Review, Construction Administration and Additional Survey, Level 2 Wetland Delineation and Geotechnical Testing for one hundred thirty-four thousand, three hundred four dollars and no/100 Dollars (\$134,304) was also included. The City will normally pay an invoice within 35 days of receipt.

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

**5. DOCUMENTS.** 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. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing activities.

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

**7. STANDARD OF CARE.** Consultant 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 consultant 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 Consultant's services.

**8. INDEMNIFICATION.** Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein 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 hereunder.

**9. INSURANCE.** Prior to the start of the project, Consultant shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Consultant 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 Consultant 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 Consultant or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

\$2,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 Annual Aggregate

The following coverages shall be included:

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

*Automobile Liability*

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

*Workers Compensation*

Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant 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 Consultant from Workers' Compensation insurance or if the Consultant has no employees in the City, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements. If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant 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 Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract. Consultant 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 Consultant and may not exceed \$50,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant 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 Consultant 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 Consultant 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 Consultant to fulfill this requirement.

The Consultant'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.**

Consultant'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 Consultant's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

**10. INDEPENDENT CONTRACTOR.** The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be

exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**11. SUBCONTRACTORS.** With the exception of the individuals identified in the Proposal, Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes §471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

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

**13. 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.

**14. 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.

**15. CONTROLLING LAW/VENUE.** 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.

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

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

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

**19. AUDIT DISCLOSURE AND DATA PRACTICES.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other

parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

**21. TERMINATION OF THE AGREEMENT.** The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

**22. NOTICES.** All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

CITY:  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville MN 55044  
Attention: Joe Masiarchin

CONSULTANT:  
ISG Inc.  
6465 Wayzata Boulevard, Suite 970  
St. Louis Park, MN 55426  
Attention: Amanda Prosser

Either party may change the designated recipient of notice by so notifying the other party in writing.

*[Remainder of page intentionally left blank]  
[Signature pages to follow]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

**CITY OF LAKEVILLE**

BY:   
\_\_\_\_\_  
Luke M. Hellier, Mayor

AND   
\_\_\_\_\_  
Ann Orlofsky, City Clerk

**ISG INC.**

BY: Amanda Prosser   
Print Name: Amanda Prosser

ITS: Vice President, Sports + Recreation



**Date:** 4/20/2026

## **North Creek Manufactured Home Park SIPA and SMA**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) for North Creek Manufactured Home Park.

### **Overview**

On February 18, 2025, the City Council approved a conditional use permit for North Creek Minnesota LLC to add 130 homesites to the North Creek manufactured home park located west of Pilot Knob Road (CSAH 31) at North Creek Drive. The property is zoned RSMH, Single Family Manufactured Home Park District. Access to the property is through the existing park along North Creek Drive.

Development of the property requires approval of a Site Improvement Performance Agreement and Stormwater Maintenance Agreement. The SIPA outlines the required site improvements associated with the additional homesites and the SMA sets maintenance standards for the privately maintained stormwater management facilities on site.

### **Supporting Information**

1. Signed Site Improvement Performance Agreement
2. Signed Stormwater Maintenance Agreement

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> A Home for All Ages and Stages of Life <b>Report Completed by:</b> Kris Jenson, Planning Manager</p>
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(reserved for recording information)

**SITE IMPROVEMENT PERFORMANCE  
AGREEMENT**

***NORTH CREEK MANUFACTURED HOME PARK***

**AGREEMENT** dated \_\_\_\_\_, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **NORTH CREEK MINNESOTA LLC**, a Delaware limited liability company (“Developer”).

**1. BACKGROUND.**

A. The Developer has submitted to the City a Conditional Use Permit application for property in the City of Lakeville, Minnesota, on property legally described on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Subject Property”).

B. The development of the Subject Property includes the expansion of the existing North Creek Manufactured Home Park to a total of 132 homesites (“Improvements”).

**2. CONDITIONS OF APPROVAL.** The City approved the Conditional Use Permit conditioned upon Developer entering into this Agreement, furnishing the security required by it and recording of this Agreement together with any appropriate consents prior to issuance of a building permit for or development of the 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 and Drainage Plan

Plan C – Utility Plan

Plan D – Landscape Plan

Plan E – New Building Floor Plan

Plan F – New Building Elevations Plan

Plan G – Lighting Photometric Plan

Plan H – Traffic Control 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.** The Developer is responsible for meeting all the requirements outlined in the MPCA Construction Permit. The Developer must submit to the City a SWPPP for the site that meets all the requirements of the MPCA Construction Permit for review and approval before any land disturbance can take place.

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

The Developer is responsible for the establishment of native vegetation within the privately owned and maintained basins. This may include mowing, spot spraying and overseeding until the areas are established and approved by the City.

The MS4 Administration Fee has not been collected on the parent parcels and will be required to be paid with the conditional use permit, calculated as follows:

$$\begin{array}{rcl} \$654,400.00 & \times & 2\% \text{ Grading Costs} & = & \$13,088.00 \\ \text{Mass Grading Cost} & & \text{MS4Admin Fee} & & \text{Total} \end{array}$$

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. This license shall expire upon the issuance of a certificate of occupancy for the Subject Property.

6. **CONSTRUCTION ACCESS.** Construction traffic access and egress shall be restricted to a single entrance from Pilot Knob Road.

7. **SITE ACCESS.** Access to the Subject Property is proposed via extension of the existing privately owned and maintained road, Fairgreen Avenue. The proposed new entrance shall utilize an existing crossing of North Creek to the site. The City shall provide an access easement in a recordable form approved by the City for this crossing. A gated access is proposed for emergency vehicle access only on the south end of the Subject Property, connecting to Country View Trail. The Developer shall provide a \$10,000.00 security for construction of a street connection to County View Trail.

8. **PILOT KNOB ROAD IMPROVEMENTS.** North Creek Manufactured Home Park is located west of Pilot Knob Road, a minor arterial roadway as identified in the City's Transportation Plan. A traffic impact study was finalized on January 20, 2025 in relation to North Creek Manufactured Home Park. The Developer shall be responsible for implementation of recommended improvements considered in the study deemed as the result of the traffic generated from the Subject Property.

9. **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.

10. **DRAINAGE AND GRADING.** As and to the extent required for the installation of the Improvements, Developer (or its agents, employees, or contractors) shall grade the Subject Property in accordance with the approved Grading, Drainage and Erosion Control Plan. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading necessary for the installation of the Improvements and final establishment of ground cover or temporary stabilization approved by the City

(unless and to the extent otherwise permitted hereunder), the Developer shall provide the City with an “as constructed” plan certified by a registered land surveyor or engineer that all Improvements have been constructed pursuant to the applicable, approved plans.

Prior to the release of the grading and erosion control security with respect to the installation of the Improvements, the “as constructed” plan for the Improvements must be submitted to verify that the construction of the Improvements are consistent with the approved Plans, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place.

If the final “as constructed” plan for the Improvements 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 Improvements and submission of the “as constructed” plans for the Improvements, the security, less any draw made by the City, shall be released.

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 Applicant 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.

North Creek Manufactured Home Park 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.

Building Certificates of Occupancy will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

**11. FEMA FLOODPLAIN ANALYSIS.** North Creek crosses through the northeast corner of North Creek Manufactured Home Park and is designated as Zone AE, and therefore within a Special Flood Hazard Area (SFHA). The Developer shall grant a permanent drainage and utility easement in recordable form to the City in a form approved by the City over the area mapped as Zone AE.

**12. WETLANDS.** A wetland delineation was completed for the Subject Property by Minnesota Natural Resource. On November 30, 2022, the Notice of Application was distributed to TEP members, and no objections were raised. Based on the information provided, including the site visit conducted on November 2, 2022, the wetland delineation for North Creek Manufactured Home Park, as detailed in the report, is approved for use in implementing the Wetland Conservation Act.

The North Creek Manufactured Home Park project qualifies for a "no-loss" determination under the Minnesota Wetland Conservation Act. Although a small, incidentally created wetland (0.11 acres) was identified, it was determined to have originated from past grading in historically upland soils. Therefore, its impact does not require mitigation.

**13. TREE PRESERVATION.** The Developer shall submit a tree preservation plan for City approval prior to issuance of a grading permit. The tree preservation plan is required to meet the tree preservation Lakeville Subdivision Ordinance. Significant trees identified for preservation shall be protected and preserved through termination of all grading and construction activities.

**14. 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.

**15. STORM SEWER.** The Developer shall construct two (2) privately owned and maintained stormwater basins consisting of one infiltration basin and one wet basin. The Developer shall construct privately owned and maintained storm sewer within North Creek Manufactured Home Park. Private storm sewer constructed within North Creek Manufactured Home Park will convey runoff to two privately owned and maintained storm basins. The privately owned and maintained storm basins will ultimately outlet to North Creek. The outlet overflows will be protected by rip rap in accordance with city standards. The Developer shall provide a \$20,000.00 security prior to issuance of the Conditional Use Permit for the two storm overflows to North Creek.

The Developer shall enter into a Stormwater Maintenance Agreement with the City in a recordable form approved by the City for both stormwater basins and dedicate drainage and utility easements over the

stormwater management areas prior to recording of a Conditional Use Permit. The storm basins will provide water quality treatment, volume reduction and rate control of the stormwater runoff generated from the proposed site improvements. A grading permit is required to be obtained from the City Engineering Department prior to construction commencing on the Subject Property.

The Storm Sewer Charge has not been collected on the site and must be collected with the North Creek Manufactured Home Park Conditional Use Permit, calculated as follows:

Storm Sewer Charge Summary

Gross Area of North Creek Manufactured Home Park	1,154,340.00 s.f.
Less Area of Storm Basins	(-) 218,236.00 s.f.
Total	<u>= 936,104.00 s.f.</u>

936,104.00 s.f. Net Area of North Creek Manufactured Home Park	x \$0.198/s.f. Residential (multi-family) Area Charge	= \$185,348.59 Total Storm Sewer Charge
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**16. SANITARY SEWER.** North Creek Manufactured Home Park is located within subdistrict NC-20115 of the North Creek sanitary sewer district as identified in the City’s Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M643A. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

The Developer shall connect 8-inch privately owned and maintained sanitary sewer service to the existing 15-inch sanitary sewer with a manhole located within the greenway conservation area of North Creek Greenway to provide service to North Creek Manufactured Home Park. The Developer shall provide a \$10,000.00 security for connection to the public sanitary sewer.

Sanitary Sewer Connection Charge and M.C.E.S. SAC unit, established by MCES, are to be paid with a building permit application.

The Sanitary Sewer Availability Charge has not been collected on the site and is required prior to the issuance of a Conditional Use Permit, calculated as follows:

130 units Total Units North Creek Manufactured Home Park	x \$327.00 2025 Unit Rate	= \$42,510.00 Sanitary Sewer Availability Charge North Creek Manufactured Home Park
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**17. WATERMAIN.** An existing 8-inch watermain service extends into the property in the southwest portion of the parcel. The Developer shall connect an 8-inch privately owned and maintained

watermain service to the existing 8-inch public watermain. The Developer shall provide a \$10,000.00 security for connection to the public watermain.

The Developer shall pay the Watermain Unit Charge with a building permit application.

**18. LANDSCAPING.** Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$164,550.00 landscaping security to ensure that the landscaping is installed in accordance with the approved plan.

**19. ENVIRONMENTAL RESOURCES EXPENSES.** The Developer shall pay a cash fee for one-year of the Environmental Resources Fee at the time of final plat approval, calculated as follows:

130 units Dwelling Units North Creek Manufactured Home Park	x 0.25 Manufactured Homes Utility Factor	x \$61.52 / year Environmental Resources Fee	= \$1,999.40 Total
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**20. SPECIAL PROVISIONS.** The following special provisions shall apply to this Agreement:

- A. The Subject Property shall be developed according to the plans approved by the City.
- B. The Developer shall provide confirmation of a shared access easement in recordable form for the private drives located within PID 22-01100-03-012 to serve the new expansion lot and/or recording of such easement with the recording of the Conditional Use Permit.
- C. Subject to City issuance of a fence permit, the Developer shall install a four-foot tall chain link fence between both stormwater basins and the new homesites.
- D. Subject to City issuance of a fence permit, the Developer shall install a six-foot solid fence along the west and south property line, west of Country View Trail prior to issuance of any permits for home placement.
- E. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts and shall be in compliance with Section 11-16-17 of the Zoning Ordinance.
- F. The Developer shall submit the site and construction drawings in an electronic format. The electronic format shall be in .pdf and either a .dwg file (AutoCAD) or a .dxf format.

- G. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating prior to issuance of a Conditional Use Permit, calculated as follows, one (1) lot at \$90.00 per lot, for a total of \$90.00.
- H. The City shall invoice the Developer for as-built services as based on consultant hourly rates.
- I. The Developer shall pay a cash fee for City Engineering Administration based on three percent (3.00%) of the estimated construction, or \$6,600.00.

**21. 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 \$409,850.00 prior to City Council execution of this Agreement. The amount of the Security is calculated as follows:

**CONSTRUCTION COSTS:**

Storm Drainage Connection	\$20,000.00
Country View Connection	10,000.00
Sanitary Sewer Connection to Existing Sanitary Sewer	10,000.00
Watermain Connection to Existing Watermain	10,000.00
Site Grading, Erosion Control, Restoration Stormwater Basins and Grading Certification	<u>170,000.00</u>

<b>CONSTRUCTION SUB-TOTAL</b>	<b><u>\$220,000.00</u></b>
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**OTHER COSTS:**

Developer's Design (3.0%)	\$6,600.00
Developer's Construction Survey (2.5%)	5,500.00
City's Legal Expense (0.5%)	1,100.00
City Construction Observation (5.0%)	11,000.00
Developer's Record Drawing (0.5%)	1,100.00
Landscaping	164,550.00

**OTHER COSTS SUB-TOTAL**

**189,850.00**

**TOTAL PROJECT SECURITIES:**

**\$409,850.00**

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.

**22. 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.	Sanitary Sewer Availability Charge	\$42,510.00
B.	Storm Sewer Charge	185,348.59
C.	Environmental Resources Management Fee	1,999.40
D.	MS4 Administration Fee	13,088.00
E.	City Engineering Administration (3.00%)	<u>6,600.00</u>
	<b>SUBTOTAL CASH REQUIREMENTS</b>	<b>\$249,545.99</b>

**23. 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.

#### **24. MISCELLANEOUS.**

A. Third parties shall have no recourse against the City 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 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.

**25. 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.

**26. 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: 1010 Dale St. N, Saint Paul, Minnesota 55117-5603. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[Remainder of page is intentionally left blank.  
Signature pages follow.]*

**CITY OF LAKEVILLE**

BY: \_\_\_\_\_  
Luke M. Hellier, Mayor

(SEAL)

AND \_\_\_\_\_  
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF DAKOTA     )

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

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**  
**TO**  
**SITE IMPROVEMENT PERFORMANCE AGREEMENT**

Legal Description

Parcel 1:

All that part of the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit; Commencing at the Southeast Corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.81 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North for a distance of 989.44 feet, more or less, to the North line of said South One-half of the Northeast Quarter; thence Easterly along said North line to the Northeast Corner of said South One-half of the Northeast Quarter; thence Southerly along the East line of said South One-half of the Northeast Quarter to the point of beginning.

EXCEPTING THEREFROM:

All that part of the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit: Commencing at the Southeast corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.1 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North for a distance of 818.43 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 133.46 feet; thence South 0 degrees 16 minutes 32 seconds East for a distance of 110.00 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 100.00 feet; thence South 60 degrees 16 minutes 32 seconds East for a distance of 45.21 feet thence South 30 degrees 16 minutes 32 seconds East for a distance of 545.78 feet; thence South 60 degrees 16 minutes 32 seconds East for a distance of 201.47 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 681.54 feet to the East line of said South One-half of the Northeast Quarter; thence South 0 degrees 24 minutes 22 seconds West along said East line to the Point of beginning.

Parcel 2:

All that part of the North One-half of the Southeast Quarter and the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20 Dakota County, Minnesota, described as follows, to-wit; Commencing at the Southeast corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.22 feet to the actual point of beginning of the tract of land to be described; thence South for a distance of 507.20 feet; thence South 45 degrees 00 minutes 00 seconds West for a distance of 70.71 feet; thence West for a

distance of 1,205 feet more or less, to the West line of said North One-half of the Southeast Quarter; thence Northerly along the West line of said North One-half of the Southeast Quarter and the West line of the South One-half of the Northeast Quarter to the Northwest Corner of said South One-half of the Northeast Quarter; thence Easterly along the North line of said South One-half of the Northeast Quarter to an intersection with a line drawn through the point of beginning and having a bearing of North; thence South along said line to the point of beginning.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of the South half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota; thence on an assumed bearing of North 00 degrees 24 minutes 22 seconds East along the East line of said South half of said Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North a distance of 183.91 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 45 minutes 14 seconds West a distance of 1306.08 feet to the West line of said South half of said Northeast Quarter; thence North 00 degrees 04 minutes 04 seconds West along said West line a distance of 138.82 feet; thence South 73 degrees 45 minutes 14 seconds East a distance of 1104.69 feet; thence North 53 degrees 07 minutes 00 seconds East a distance of 227.87 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 337.26 feet; thence South 89 degrees 43 minutes 28 seconds West a distance of 103.96 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 135.00 feet to the North line of said South half of said Northeast Quarter; thence North 89 degrees 43 minutes 28 seconds East along said North line a distance of 117.47 feet; thence South 805.53 feet to the point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

(All Abstract Property)

Parcel 3:

Roadway and Utility Easement as reserved in Warranty Deed recorded May 6, 1994 as Document No. 1214734.

**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 **NORTH CREEK MINNESOTA LLC**, a Delaware 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 conditional use permit 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 and conditional use permit approval, 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 :           North Creek Minnesota LLC  
                                  51 Center St W Ste 600  
                                  Orem, Utah 84057

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.



**CITY OF LAKEVILLE**

By: \_\_\_\_\_  
Luke M. Hellier, Mayor

(SEAL)

And: \_\_\_\_\_  
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF DAKOTA    )

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

\_\_\_\_\_  
Notary Public

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:

Parcel 1:

All that part of the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit; Commencing at the Southeast Corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.81 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North for a distance of 989.44 feet, more or less, to the North line of said South One-half of the Northeast Quarter; thence Easterly along said North line to the Northeast Corner of said South One-half of the Northeast Quarter; thence Southerly along the East line of said South One-half of the Northeast Quarter to the point of beginning.

EXCEPTING THEREFROM:

All that part of the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit: Commencing at the Southeast corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.1 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North for a distance of 818.43 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 133.46 feet; thence South 0 degrees 16 minutes 32 seconds East for a distance of 110.00 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 100.00 feet; thence South 60 degrees 16 minutes 32 seconds East for a distance of 45.21 feet thence South 30 degrees 16 minutes 32 seconds East for a distance of 545.78 feet; thence South 60 degrees 16 minutes 32 seconds East for a distance of 201.47 feet; thence North 89 degrees 43 minutes 28 seconds East for a distance of 681.54 feet to the East line of said South One-half of the Northeast Quarter; thence South 0 degrees 24 minutes 22 seconds West along said East line to the Point of beginning.

Parcel 2:

All that part of the North One-half of the Southeast Quarter and the South One-half of the Northeast Quarter of Section 11, Township 114, Range 20 Dakota County, Minnesota, described as follows, towit; Commencing at the Southeast corner of said South One-half of the Northeast Quarter; thence North 00 degrees 24 minutes 22 seconds East along the East line of said South One-half of the Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.22 feet to the actual point of beginning of the tract of land to be described; thence South for a distance of 507.20 feet; thence South 45 degrees 00 minutes 00 seconds West for a distance of 70.71 feet; thence West for a distance of 1,205 feet more or less, to the West line of said North One-half of the Southeast Quarter; thence Northerly along the West line of said

North One-half of the Southeast Quarter and the West line of the South One-half of the Northeast Quarter to the Northwest Corner of said South One-half of the Northeast Quarter; thence Easterly along the North line of said South One-half of the Northeast Quarter to an intersection with a line drawn through the point of beginning and having a bearing of North; thence South along said line to the point of beginning.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of the South half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota; thence on an assumed bearing of North 00 degrees 24 minutes 22 seconds East along the East line of said South half of said Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North a distance of 183.91 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 45 minutes 14 seconds West a distance of 1306.08 feet to the West line of said South half of said Northeast Quarter; thence North 00 degrees 04 minutes 04 seconds West along said West line a distance of 138.82 feet; thence South 73 degrees 45 minutes 14 seconds East a distance of 1104.69 feet; thence North 53 degrees 07 minutes 00 seconds East a distance of 227.87 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 337.26 feet; thence South 89 degrees 43 minutes 28 seconds West a distance of 103.96 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 135.00 feet to the North line of said South half of said Northeast Quarter; thence North 89 degrees 43 minutes 28 seconds East along said North line a distance of 117.47 feet; thence South 805.53 feet to the point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

(All Abstract Property)

Parcel 3:

Roadway and Utility Easement as reserved in Warranty Deed recorded May 6, 1994 as Document No. 1214734.

**EXHIBIT B Page 1  
TO  
STORMWATER MAINTENANCE AGREEMENT**

NORTH CREEK ESTATES MANUFACTURED HOME PARK  
LEGAL DESCRIPTION OF STORM WATER MANAGEMENT AREAS

ALL THAT PART OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 114, RANGE 20 DAKOTA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS, TO-WIT; COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER, THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER FOR A DISTANCE OF 88.81 FEET; THENCE NORTH 73 DEGREES 27 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 787.32 FEET; THENCE WEST FOR A DISTANCE OF 647.22 FEET TO THE ACTUAL POINT OF BEGINNING OF THE PORTION OF LAND TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 9 MINUTES 4.94 SECONDS EAST FOR A DISTANCE OF 507.200 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 55.06 SECONDS WEST FOR A DISTANCE OF 70.710 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 54.43 SECONDS WEST FOR A DISTANCE OF 778.560 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 7.88 SECONDS WEST FOR A DISTANCE OF 90.842 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 52.12 SECONDS EAST FOR A DISTANCE OF 107.437 FEET; THENCE NORTH 00 DEGREES 9 MINUTES 11.41 SECONDS WEST FOR A DISTANCE OF 42.958 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 48.59 SECONDS EAST FOR A DISTANCE OF 649.956 FEET; THENCE NORTH 00 DEGREES 5 MINUTES 2.01 SECONDS WEST FOR A DISTANCE OF 109.045 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 64.00 FEET AND A CHORD BEARING OF NORTH 33 DEGREES 25 MINUTES 21.89 SECONDS EAST AND A CHORD DISTANCE OF 70.786 FEET; THENCE NORTH 00 DEGREES 9 MINUTES 4.94 SECONDS WEST FOR A DISTANCE OF 152.000 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 64.00 FEET AND A CHORD BEARING OF NORTH 26 DEGREES 01 MINUTES 13.23 SECONDS WEST AND A CHORD DISTANCE OF 55.848 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 07.88 SECONDS WEST FOR A DISTANCE OF 125.589 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 52.12 SECONDS WEST FOR A DISTANCE OF 664.785 FEET; THENCE NORTH 01 DEGREES 13 MINUTES 07.88 SECONDS WEST FOR A DISTANCE OF 322.383 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 18.94 SECONDS EAST FOR A DISTANCE OF 751.696 FEET; THENCE SOUTH 00 DEGREES 9 MINUTES 4.94 SECONDS EAST FOR A DISTANCE OF 183.910 FEET TO THE POINT OF BEGINNING.



**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.



**Date:** 4/20/2026

## **Accept Bid and Award Construction Contract for East Community Park Phase II**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to accept bid and award construction contract for East Community Park Phase II.

### **Overview**

The construction of East Community Park Phase II is the final project to be completed under the 2021 Park Bond Referendum. Over the last year, staff has been working with ISG on the development of a master plan concept for the expansion of the park. Two concepts were shared with residents and the Heritage Landing concept was the more popular. This concept draws on Dakota County's agricultural history, with farm-themed elements throughout the park. The expansion of the park will include a four-season building, a trailhead, a community plaza, play structure, fishing dock and canoe/kayak storage, dog park and community garden plots.

The project was released to contractors in late March and a bid opening was held on April 3, five bids were received for the project. The bids ranged from a low of \$3,378,525.55 to a high of \$5,288,870.64 with Ebert Companies submitting the low bid:

<b>Contractor</b>	<b>Base Bid</b>
Ebert Companies	\$3,378,525.64
Friedges Landscaping	\$3,740,399.04
Blackstone Contractors, LLC.	\$4,232,184.82
Greystone Construction	\$4,456,124.17
CM Construction Company	\$5,288,870.64

As noted in the documentation from ISG, the Engineer's Estimate was projected to be \$3,471,182.00

### **Supporting Information**

1. Ebert Letter of Recommendation
2. East Community Park Phase II Bid Tab
3. East Community Park Phase II Bid Tab Detail
4. Construction Contract with Ebert Companies
5. Master Plan Concept
6. East Community Park Location Map

**Financial Impact:** \$3,378,525.64    **Budgeted:** Yes    **Source:** Park Bond Referendum/Park Dedication Fund

**Envision Lakeville Community Values:** Access to a Multitude of Natural Amenities and Recreational Opportunities

**Report Completed by:** Joe Masiarchin, Parks & Recreation Director

# Letter of Recommendation



APRIL 9, 2026

Joe Masiarchin  
Parks + Recreation Director  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN, 55044  
jmasiarchin@lakevillemn.gov

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**RE: Letter of Recommendation for Ebert Companies**

Joe,

On April 3, 2026, Bids were received for the East Community Park Phase II . A total of (5) bids were received ranging from \$3,378,495.28 to \$5,313,662.53.

The apparent low bidder is Ebert Companies of Corcoran, Minnesota, with a bid price of \$3,378,495.28. We have confirmed that Ebert Company's bid is complete and thorough. Therefore, we recommend approval of Ebert Company's bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Harris'.

**Brett Harris, PLA**  
Landscape Architect  
Brett.Harris@ISGInc.com

# Bid Tabulation



**Project Name:** City of Lakeville East Community Park Phase II

**Bid Letting Time + Date:** 1:00 p.m. Friday April 3, 2026

**Bid Letting Location:** 20195 Holyoke Avenue, Lakeville MN, 55044 (Lakeville City Hall Council Chambers)

CONTRACTOR	BID BOND	BIDDER STATUS FORM	ADD. #1	ADD. #2	ADD. #3	ADD. #4	BASE BID	ALT 1
Blackstone Contractors, LLC							\$4,232,184.82	\$125,547.94
Friedges Landscaping							\$3,740,339.05	\$199,992.40
Greystone Construction							\$4,456,124.17	\$327,635.00
CM Construction Company							\$5,288,870.64	\$255,950.67
Ebert							\$3,378,525.55	\$125,991.37

# Bid Tabulation

# Bid Tabulation

## East Community Park Phase 2


### Lakeville, MN



Project Number: 25-33382

Bid Letting Time + Date: 01:00 p.m., April 3, 2026

Bid Letting Location: (Lakeville Ciy Hall Council Chambers) 20195 Holyoke Avenue, Lakeville, MN 55044


I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA 															
Date: 04/15/2026															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	General Conditions + Mobilization	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 321,300.00	\$ 321,300.00	\$ 168,000.00	\$ 168,000.00	\$ 155,200.00	\$ 155,200.00	\$ 507,185.25	\$ 507,185.25	\$ 630,413.42	\$ 630,413.42
2	Construction Surveying/Staking	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 29,207.75	\$ 29,207.75	\$ 38,500.00	\$ 38,500.00	\$ 29,925.00	\$ 29,925.00	\$ 32,760.75	\$ 32,760.75	\$ 58,000.00	\$ 58,000.00
3	Concrete Washout	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,873.75	\$ 2,873.75	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00	\$ 3,197.70	\$ 3,197.70	\$ 2,750.00	\$ 2,750.00
4	Furnish + Install Stailized Construction Exit + Maintain	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,657.50	\$ 3,657.50	\$ 2,500.00	\$ 2,500.00	\$ 1,210.00	\$ 1,210.00	\$ 4,493.50	\$ 4,493.50	\$ 2,750.00	\$ 2,750.00
5	Furnish + Install Perimeter Control	LF	4599.00	\$ 1.00	\$ 4,599.00	\$ 2.40	\$ 11,037.60	\$ 2.30	\$ 10,577.70	\$ 2.42	\$ 11,129.58	\$ 2.56	\$ 11,775.06	\$ 3.33	\$ 15,314.67
6	Furnish + Install Rolled Erosion Control Type 20	SY	12790.00	\$ 3.50	\$ 44,765.00	\$ 1.93	\$ 24,684.70	\$ 1.85	\$ 23,661.50	\$ 2.46	\$ 31,463.40	\$ 2.25	\$ 28,735.93	\$ 1.55	\$ 19,824.50
7	Furnish + Install Tree Protection Fencing	LF	1268.00	\$ 3.50	\$ 4,438.00	\$ 3.14	\$ 3,981.52	\$ 3.00	\$ 3,804.00	\$ 4.36	\$ 5,528.48	\$ 3.14	\$ 3,975.18	\$ 3.50	\$ 4,438.00
8	Furnish + Install Silt Fence	LF	4368.00	\$ 4.00	\$ 17,472.00	\$ 2.40	\$ 10,483.20	\$ 2.30	\$ 10,046.40	\$ 4.26	\$ 18,607.68	\$ 2.56	\$ 11,183.17	\$ 2.05	\$ 8,954.40
9	Furnish + Install Culvert End Control	EA	2.00	\$ 300.00	\$ 600.00	\$ 1,254.00	\$ 2,508.00	\$ 500.00	\$ 1,000.00	\$ 242.00	\$ 484.00	\$ 156.75	\$ 313.50	\$ 150.00	\$ 300.00
10	Furnish + Install Inlet Protection	EA	12.00	\$ 250.00	\$ 3,000.00	\$ 261.25	\$ 3,135.00	\$ 250.00	\$ 3,000.00	\$ 258.67	\$ 3,104.04	\$ 156.75	\$ 1,881.00	\$ 165.65	\$ 1,987.80
11	Clearing + Grubbing	AC	0.75	\$ 34,300.00	\$ 25,725.00	\$ 8,360.00	\$ 6,270.00	\$ 21,490.00	\$ 16,117.50	\$ 5,680.00	\$ 4,260.00	\$ 19,406.35	\$ 14,554.76	\$ 10,000.00	\$ 7,500.00
12	Remove Deciduous Tree complete	EA	16.00	\$ 600.00	\$ 9,600.00	\$ 783.75	\$ 12,540.00	\$ 750.00	\$ 12,000.00	\$ 754.38	\$ 12,070.08	\$ 1,410.75	\$ 22,572.00	\$ 750.00	\$ 12,000.00
13	Remove Coniferous Tree - Complete	EA	2.00	\$ 600.00	\$ 1,200.00	\$ 261.25	\$ 522.50	\$ 750.00	\$ 1,500.00	\$ 710.00	\$ 1,420.00	\$ 1,447.33	\$ 2,894.65	\$ 750.00	\$ 1,500.00
14	Saw Cut Pavement - Full depth	LF	90.00	\$ 7.00	\$ 630.00	\$ 20.90	\$ 1,881.00	\$ 11.15	\$ 1,003.50	\$ 7.89	\$ 710.10	\$ 4.70	\$ 423.23	\$ 4.50	\$ 405.00
15	Remove Concrete Pavement - Complete	SY	120.00	\$ 6.00	\$ 720.00	\$ 8.36	\$ 1,003.20	\$ 4.20	\$ 504.00	\$ 8.28	\$ 993.60	\$ 9.41	\$ 1,128.60	\$ 9.00	\$ 1,080.00
16	Remove Bituminous Trail - Complete	SY	2424.00	\$ 4.00	\$ 9,696.00	\$ 3.14	\$ 7,611.36	\$ 2.20	\$ 5,332.80	\$ 5.86	\$ 14,204.64	\$ 4.18	\$ 10,132.32	\$ 1.45	\$ 3,514.80
17	Remove Gravel Surfacing - Complete	SY	980.00	\$ 3.00	\$ 2,940.00	\$ 2.09	\$ 2,048.20	\$ 1.05	\$ 1,029.00	\$ 4.69	\$ 4,596.20	\$ 1.57	\$ 1,536.15	\$ 1.50	\$ 1,470.00
18	Remove Fence / Railing - Complete	LF	220.00	\$ 15.00	\$ 3,300.00	\$ 17.77	\$ 3,909.40	\$ 12.00	\$ 2,640.00	\$ 4.14	\$ 910.80	\$ 10.45	\$ 2,299.00	\$ 10.00	\$ 2,200.00
19	Salvage + Store Existing Bench	EA	1.00	\$ 800.00	\$ 800.00	\$ 627.00	\$ 627.00	\$ 300.00	\$ 300.00	\$ 284.00	\$ 284.00	\$ 752.40	\$ 752.40	\$ 1,425.00	\$ 1,425.00
20	Remove Existing Modular Block Wall	LF	397.00	\$ 15.00	\$ 5,955.00	\$ 15.68	\$ 6,224.96	\$ 20.00	\$ 7,940.00	\$ 30.00	\$ 11,910.00	\$ 15.68	\$ 6,222.98	\$ 100.00	\$ 39,700.00
21	Common Excavation	CY	17351.00	\$ 8.00	\$ 138,808.00	\$ 6.27	\$ 108,790.77	\$ 5.71	\$ 99,074.21	\$ 8.35	\$ 144,880.85	\$ 11.50	\$ 199,449.75	\$ 11.00	\$ 190,861.00
22	Common Export - Topsoil Borrow	CY	285.00	\$ 11.00	\$ 3,135.00	\$ 5.23	\$ 1,490.55	\$ 10.00	\$ 2,850.00	\$ 5.25	\$ 1,496.25	\$ 12.54	\$ 3,573.90	\$ 12.00	\$ 3,420.00
23	Common Import - Embankment	CY	2321.00	\$ 12.00	\$ 27,852.00	\$ 11.50	\$ 26,691.50	\$ 10.09	\$ 23,418.89	\$ 23.10	\$ 53,615.10	\$ 19.14	\$ 44,423.94	\$ 18.32	\$ 42,520.72
24	Furnish + Install Riprap Class III aprons including geotextile fabric and filter aggregate - Complete	TON	66.00	\$ 150.00	\$ 9,900.00	\$ 130.63	\$ 8,621.58	\$ 100.00	\$ 6,600.00	\$ 82.27	\$ 5,429.82	\$ 130.63	\$ 8,621.25	\$ 125.00	\$ 8,250.00
25	Furnish + Install Imported Amended Planting Soil - Complete	CY	160.00	\$ 70.00	\$ 11,200.00	\$ 57.48	\$ 9,196.80	\$ 40.00	\$ 6,400.00	\$ 44.60	\$ 7,136.00	\$ 57.48	\$ 9,196.00	\$ 61.23	\$ 9,796.80
26	Furnish + Install Imported Sand / Peat 80/20 Mix - Complete	CY	18.00	\$ 150.00	\$ 2,700.00	\$ 78.38	\$ 1,410.84	\$ 100.00	\$ 1,800.00	\$ 91.78	\$ 1,652.04	\$ 78.38	\$ 1,410.75	\$ 69.33	\$ 1,247.94
27	Furnish + Install 4" Perforated Subdrain including all fittings - Complete	LF	567.00	\$ 20.00	\$ 11,340.00	\$ 34.49	\$ 19,555.83	\$ 24.19	\$ 13,715.73	\$ 12.80	\$ 7,257.60	\$ 26.13	\$ 14,812.88	\$ 25.00	\$ 14,175.00
28	Furnish + Install 12" Nyloplast Inline Drain including all fittings - Complete	LF	4.16	\$ 800.00	\$ 3,328.00	\$ 336.49	\$ 1,399.80	\$ 552.90	\$ 2,300.06	\$ 417.31	\$ 1,736.01	\$ 391.88	\$ 1,630.20	\$ 375.00	\$ 1,560.00
29	Furnish + Install 12" Nyloplast Drain Basin including all fittings - Complete	LF	5.67	\$ 600.00	\$ 3,402.00	\$ 641.63	\$ 3,638.04	\$ 405.65	\$ 2,300.04	\$ 718.17	\$ 4,072.02	\$ 548.63	\$ 3,110.70	\$ 525.00	\$ 2,976.75
30	Furnish + Install 24" Nyloplast Drain Basins including all fittings - Complete	LF	19.14	\$ 500.00	\$ 9,570.00	\$ 781.66	\$ 14,960.97	\$ 120.20	\$ 2,300.63	\$ 756.53	\$ 14,479.98	\$ 653.13	\$ 12,500.81	\$ 625.00	\$ 11,962.50
31	Furnish + Install 12" Nyloplast Basin Castings including all fittings - Complete	EA	3.00	\$ 1,500.00	\$ 4,500.00	\$ 146.30	\$ 438.90	\$ 1,741.30	\$ 5,223.90	\$ 484.00	\$ 1,452.00	\$ 104.50	\$ 313.50	\$ 100.00	\$ 300.00
32	Furnish + Install 24" Nyloplast Basin Castings including all fittings - Complete	EA	4.00	\$ 1,000.00	\$ 4,000.00	\$ 165.11	\$ 660.44	\$ 3,357.96	\$ 13,431.84	\$ 584.00	\$ 2,336.00	\$ 209.00	\$ 836.00	\$ 200.00	\$ 800.00

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN




I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA 															
Date: 04/15/2026 License Number: 00001															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
33	Furnish + Install 18" HDPE Flared End Section including all fittings - Complete	EA	2.00	\$ 800.00	\$ 1,600.00	\$ 628.05	\$ 1,256.10	\$ 722.50	\$ 1,445.00	\$ 615.00	\$ 1,230.00	\$ 600.88	\$ 1,201.75	\$ 575.00	\$ 1,150.00
34	Furnish + Install 24" HDPE Flared End Section including all fittings - Complete	EA	1.00	\$ 1,000.00	\$ 1,000.00	\$ 724.19	\$ 724.19	\$ 815.95	\$ 815.95	\$ 898.00	\$ 898.00	\$ 627.00	\$ 627.00	\$ 600.00	\$ 600.00
35	Furnish + Install 12" HDPE Dual Wall Storm Sewer including all fittings - Complete	LF	154.00	\$ 40.00	\$ 6,160.00	\$ 31.35	\$ 4,827.90	\$ 42.83	\$ 6,595.82	\$ 40.71	\$ 6,269.34	\$ 52.25	\$ 8,046.50	\$ 50.00	\$ 7,700.00
36	Furnish + Install 18" HDPE Dual Wall Storm Sewer including all fittings - Complete	LF	469.00	\$ 40.00	\$ 18,760.00	\$ 38.67	\$ 18,136.23	\$ 52.63	\$ 24,683.47	\$ 44.99	\$ 21,100.31	\$ 57.48	\$ 26,955.78	\$ 55.00	\$ 25,795.00
37	Furnish + Install 24" Schedule 40 PVC Storm Sewer including all fittings - Complete	LF	148.00	\$ 100.00	\$ 14,800.00	\$ 86.74	\$ 12,837.52	\$ 120.99	\$ 17,906.52	\$ 85.00	\$ 12,580.00	\$ 125.40	\$ 18,559.20	\$ 120.00	\$ 17,760.00
38	Connection to Existing Sanitary Manhole - Complete	EA	1.00	\$ 2,300.00	\$ 2,300.00	\$ 1,678.27	\$ 1,678.27	\$ 2,492.12	\$ 2,492.12	\$ 5,240.00	\$ 5,240.00	\$ 1,567.50	\$ 1,567.50	\$ 1,500.00	\$ 1,500.00
39	Furnish + Install 4" Sanitary Cleanout with Solid Casting including all fittings - Complete	LF	8.10	\$ 300.00	\$ 2,430.00	\$ 85.69	\$ 694.09	\$ 101.22	\$ 819.88	\$ 695.56	\$ 5,634.04	\$ 67.93	\$ 550.19	\$ 65.00	\$ 526.50
40	Furnish + Install 48" Diameter MnDOT 4007C including all fittings - Complete	LF	24.87	\$ 200.00	\$ 4,974.00	\$ 795.25	\$ 19,777.87	\$ 760.75	\$ 18,919.85	\$ 1,328.91	\$ 33,049.99	\$ 1,306.25	\$ 32,486.44	\$ 1,250.00	\$ 31,087.50
41	Furnish + Install Neenah R1733 " Sanitary Sewer" Stamp Casting including all fittings - Complete	EA	3.00	\$ 2,600.00	\$ 7,800.00	\$ 1,675.14	\$ 5,025.42	\$ 1,544.59	\$ 4,633.77	\$ 2,653.33	\$ 7,959.99	\$ 783.75	\$ 2,351.25	\$ 750.00	\$ 2,250.00
42	Furnish + Install 4" PVC SDR-35 including all fittings - Complete	LF	723.00	\$ 30.00	\$ 21,690.00	\$ 27.17	\$ 19,643.91	\$ 90.20	\$ 65,214.60	\$ 33.98	\$ 24,567.54	\$ 78.38	\$ 56,665.13	\$ 75.00	\$ 54,225.00
43	Connect to Existing Water Main - Complete	EA	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,934.30	\$ 1,934.30	\$ 3,060.88	\$ 3,060.88	\$ 8,170.00	\$ 8,170.00	\$ 1,567.50	\$ 1,567.50	\$ 1,500.00	\$ 1,500.00
44	Furnish + Install 6" C900 Water Service including all fittings - Complete	LF	783.00	\$ 70.00	\$ 54,810.00	\$ 51.21	\$ 40,097.43	\$ 58.44	\$ 45,758.52	\$ 51.90	\$ 40,637.70	\$ 64.79	\$ 50,730.57	\$ 62.00	\$ 48,546.00
45	Furnish + Install 1.5" Water Service including all fittings - Complete	LF	192.00	\$ 120.00	\$ 23,040.00	\$ 34.49	\$ 6,622.08	\$ 28.39	\$ 5,450.88	\$ 41.09	\$ 7,889.28	\$ 47.03	\$ 9,028.80	\$ 45.00	\$ 8,640.00
46	Furnish + Install 1" Water Service including all fittings - Complete	LF	465.00	\$ 110.00	\$ 51,150.00	\$ 29.26	\$ 13,605.90	\$ 18.12	\$ 8,425.80	\$ 39.87	\$ 18,539.55	\$ 31.35	\$ 14,577.75	\$ 30.00	\$ 13,950.00
47	Furnish + Install Hydrant Assembly including all fittings - Complete	EA	1.00	\$ 3,000.00	\$ 3,000.00	\$ 13,892.23	\$ 13,892.23	\$ 12,004.94	\$ 12,004.94	\$ 9,936.00	\$ 9,936.00	\$ 10,450.00	\$ 10,450.00	\$ 10,000.00	\$ 10,000.00
48	Furnish + Install Drinking Fountain with Frost Resistant Drain including all fittings - Complete	EA	1.00	\$ 7,000.00	\$ 7,000.00	\$ 16,440.99	\$ 16,440.99	\$ 9,203.66	\$ 9,203.66	\$ 11,120.00	\$ 11,120.00	\$ 7,837.50	\$ 7,837.50	\$ 7,500.00	\$ 7,500.00
49	Furnish + Install Yard Hydrant with Frost Resistant Drain including all fittings - Complete	EA	2.00	\$ 6,500.00	\$ 13,000.00	\$ 15,969.69	\$ 31,939.38	\$ 7,335.82	\$ 14,671.64	\$ 10,310.00	\$ 20,620.00	\$ 7,079.88	\$ 14,159.75	\$ 6,775.00	\$ 13,550.00
50	Furnish + Install D412 Standard Curb + Gutter + Gravel Subbase - Complete	LF	592.00	\$ 40.00	\$ 23,680.00	\$ 33.44	\$ 19,796.48	\$ 24.65	\$ 14,592.80	\$ 25.41	\$ 15,042.72	\$ 28.74	\$ 17,012.60	\$ 24.20	\$ 14,326.40
51	Subbase - Complete	LF	1149.00	\$ 75.00	\$ 86,175.00	\$ 41.80	\$ 48,028.20	\$ 29.50	\$ 33,895.50	\$ 26.51	\$ 30,459.99	\$ 30.83	\$ 35,420.80	\$ 25.50	\$ 29,299.50
52	Furnish + Install Concrete Valley Curb + Gutter + Gravel Subbase - Complete	LF	22.00	\$ 80.00	\$ 1,760.00	\$ 151.53	\$ 3,333.66	\$ 52.80	\$ 1,161.60	\$ 63.14	\$ 1,389.08	\$ 93.53	\$ 2,057.61	\$ 60.15	\$ 1,323.30
53	Furnish + Install 24" Maintenance Ribbon Curb + Gravel Subbase - Complete	LF	668.00	\$ 40.00	\$ 26,720.00	\$ 26.13	\$ 17,454.84	\$ 22.25	\$ 14,863.00	\$ 20.68	\$ 13,814.24	\$ 26.79	\$ 17,894.58	\$ 19.70	\$ 13,159.60
54	Furnish + Install 6" Barrier Curb + Gravel Subbase - Complete	LF	433.00	\$ 35.00	\$ 15,155.00	\$ 33.44	\$ 14,479.52	\$ 65.80	\$ 28,491.40	\$ 32.81	\$ 14,206.73	\$ 45.46	\$ 19,683.10	\$ 31.25	\$ 13,531.25
55	Furnish + Install Reinforced Turf Surfacing, gravel subbase + optional features - Complete	SF	3797.00	\$ 20.00	\$ 75,940.00	\$ 10.45	\$ 39,678.65	\$ 6.40	\$ 24,300.80	\$ 16.09	\$ 61,093.73	\$ 10.45	\$ 39,680.74	\$ 7.22	\$ 27,414.34
56	Furnish + Install Concrete Stairs With Railing and Gravel Subbase - Complete	EA	2.00	\$ 5,000.00	\$ 10,000.00	\$ 10,633.71	\$ 21,267.42	\$ 2,310.00	\$ 4,620.00	\$ 13,576.50	\$ 27,153.00	\$ 8,517.27	\$ 17,034.55	\$ 9,700.00	\$ 19,400.00
57	Furnish + Install Concrete Walk + Gravel Subbase - Complete	SY	1508.00	\$ 75.00	\$ 113,100.00	\$ 79.42	\$ 119,765.36	\$ 91.55	\$ 138,057.40	\$ 89.77	\$ 135,373.16	\$ 88.83	\$ 133,948.10	\$ 72.50	\$ 109,330.00
58	Furnish + Install Thickened Concrete Edge - Complete	LF	64.00	\$ 20.00	\$ 1,280.00	\$ 40.76	\$ 2,608.64	\$ 16.50	\$ 1,056.00	\$ 29.07	\$ 1,860.48	\$ 17.24	\$ 1,103.52	\$ 27.70	\$ 1,772.80
59	Furnish + Install Bituminous Trail + Gravel Subbase - Complete	SY	5341.00	\$ 25.00	\$ 133,525.00	\$ 24.04	\$ 128,397.64	\$ 31.40	\$ 167,707.40	\$ 25.34	\$ 135,340.94	\$ 29.62	\$ 158,177.47	\$ 26.00	\$ 138,866.00
60	Furnish + Install Heavy Duty Bituminous Pavement + Gravel Subbase - Complete	SY	4145.00	\$ 50.00	\$ 207,250.00	\$ 27.95	\$ 115,852.75	\$ 33.65	\$ 139,479.25	\$ 33.45	\$ 138,650.25	\$ 31.04	\$ 128,673.46	\$ 28.50	\$ 118,132.50

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN




I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA 															
Date: 04/15/2026 License Number: 00001															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
61	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase - Complete	SY	1005.00	\$ 20.00	\$ 20,100.00	\$ 26.13	\$ 26,260.65	\$ 28.85	\$ 28,994.25	\$ 112.84	\$ 113,404.20	\$ 26.13	\$ 26,255.63	\$ 50.00	\$ 50,250.00
62	Furnish + Install Pavement Striping - Complete	LS	1.00	\$ 7,500.00	\$ 7,500.00	\$ 3,186.21	\$ 3,186.21	\$ 7,463.50	\$ 7,463.50	\$ 2,583.00	\$ 2,583.00	\$ 2,821.50	\$ 2,821.50	\$ 2,700.00	\$ 2,700.00
63	Furnish + Install Overflow Parking Signage - Complete	LS	3.00	\$ 800.00	\$ 2,400.00	\$ 222.59	\$ 667.77	\$ 330.00	\$ 990.00	\$ 315.00	\$ 945.00	\$ 313.50	\$ 940.50	\$ 1,250.00	\$ 3,750.00
64	Furnish + Install ADA Parking Signage - Complete	LS	3.00	\$ 800.00	\$ 2,400.00	\$ 222.59	\$ 667.77	\$ 478.50	\$ 1,435.50	\$ 456.75	\$ 1,370.25	\$ 454.58	\$ 1,363.73	\$ 750.00	\$ 2,250.00
65	Furnish + Install Limestone Seat Block including Gravel Subbase and geotextile fabric - Complete	EA	18.00	\$ 700.00	\$ 12,600.00	\$ 1,306.25	\$ 23,512.50	\$ 1,320.00	\$ 23,760.00	\$ 1,113.89	\$ 20,050.02	\$ 2,754.62	\$ 49,583.16	\$ 1,400.00	\$ 25,200.00
66	Furnish + Install Limestone Retaining Wall including Gravel Subbase and geotextile fabric - Complete	EA	16.00	\$ 970.00	\$ 15,520.00	\$ 836.00	\$ 13,376.00	\$ 1,420.00	\$ 22,720.00	\$ 1,195.25	\$ 19,124.00	\$ 3,446.41	\$ 55,142.56	\$ 1,500.00	\$ 24,000.00
67	Furnish + Install Limestone Step Blocks including gravel subbase and geotextile fabric - Complete	EA	26.00	\$ 500.00	\$ 13,000.00	\$ 365.75	\$ 9,509.50	\$ 740.00	\$ 19,240.00	\$ 433.08	\$ 11,260.08	\$ 862.13	\$ 22,415.25	\$ 500.00	\$ 13,000.00
68	Furnish + Install Modular Block Retaining Wall + Gravel Subbase (Exposed Face) - Complete	SF	2075.00	\$ 60.00	\$ 124,500.00	\$ 40.23	\$ 83,477.25	\$ 52.30	\$ 108,522.50	\$ 41.49	\$ 86,091.75	\$ 59.75	\$ 123,975.67	\$ 38.50	\$ 79,887.50
69	Furnish + Install Restroom Building + Shelter + Foundations - Complete	LS	1.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 900,785.71	\$ 900,785.71	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,596,300.00	\$ 1,596,300.00	\$ 1,240,343.85	\$ 1,240,343.85	\$ 1,632,527.00	\$ 1,632,527.00
70	Furnish + Install Fishing Pier 1 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 80,000.00	\$ 80,000.00	\$ 74,373.70	\$ 74,373.70	\$ 101,167.00	\$ 101,167.00	\$ 64,970.00	\$ 64,970.00	\$ 116,967.93	\$ 116,967.93	\$ 195,800.00	\$ 195,800.00
71	Furnish + Install Fishing Pier 2 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 60,000.00	\$ 60,000.00	\$ 129,357.42	\$ 129,357.42	\$ 156,695.00	\$ 156,695.00	\$ 115,450.00	\$ 115,450.00	\$ 156,142.26	\$ 156,142.26	\$ 252,000.00	\$ 252,000.00
72	Furnish + Install Helical Pier including all fittings - Complete	LF	720.00	\$ 200.00	\$ 144,000.00	\$ 55.39	\$ 39,880.80	\$ 150.65	\$ 108,468.00	\$ 145.34	\$ 104,644.80	\$ 63.80	\$ 45,938.20	\$ 53.00	\$ 38,160.00
73	Furnish + Install Timber Pile Cap including all fittings - Complete	EA	7.00	\$ 2,500.00	\$ 17,500.00	\$ 585.20	\$ 4,096.40	\$ 1,345.15	\$ 9,416.05	\$ 1,222.86	\$ 8,560.02	\$ 2,549.80	\$ 17,848.60	\$ 950.00	\$ 6,650.00
74	Furnish + Install Pedestrian Bridge, abutments and all fittings - Complete	LS	1.00	\$ 125,000.00	\$ 125,000.00	\$ 245,408.85	\$ 245,408.85	\$ 307,488.40	\$ 307,488.40	\$ 245,671.70	\$ 245,671.70	\$ 257,396.79	\$ 257,396.79	\$ 669,110.00	\$ 669,110.00
75	Furnish + Install Fence type 1 including all fittings - Complete	LF	1368.00	\$ 35.00	\$ 47,880.00	\$ 14.63	\$ 20,013.84	\$ 28.90	\$ 39,535.20	\$ 27.56	\$ 37,702.08	\$ 27.43	\$ 37,525.95	\$ 26.25	\$ 35,910.00
76	Furnish + Install Fence type 2 including all fittings - Complete	LF	650.00	\$ 10.00	\$ 6,500.00	\$ 34.22	\$ 22,243.00	\$ 36.30	\$ 23,595.00	\$ 34.65	\$ 22,522.50	\$ 34.49	\$ 22,415.25	\$ 33.00	\$ 21,450.00
77	Furnish + Install Fence type 3 including all fittings - Complete	LF	314.00	\$ 15.00	\$ 4,710.00	\$ 21.55	\$ 6,766.70	\$ 41.25	\$ 12,952.50	\$ 39.38	\$ 12,365.32	\$ 39.19	\$ 12,304.88	\$ 37.50	\$ 11,775.00
78	Furnish + Install Fence Type 1 Gate + Foundation + Hardware - Complete	EA	4.00	\$ 1,800.00	\$ 7,200.00	\$ 1,504.80	\$ 6,019.20	\$ 385.00	\$ 1,540.00	\$ 367.50	\$ 1,470.00	\$ 365.75	\$ 1,463.00	\$ 350.00	\$ 1,400.00
79	Furnish + Install Fence Type 2 Gate + Foundation + Hardware - Complete	EA	8.00	\$ 1,200.00	\$ 9,600.00	\$ 1,290.55	\$ 10,324.40	\$ 440.00	\$ 3,520.00	\$ 420.00	\$ 3,360.00	\$ 418.00	\$ 3,344.00	\$ 400.00	\$ 3,200.00
80	Install Owner Provided Monument Sign - Complete	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,169.36	\$ 1,169.36	\$ 2,000.00	\$ 2,000.00	\$ 2,004.00	\$ 2,004.00	\$ 5,904.25	\$ 5,904.25	\$ 1,500.00	\$ 1,500.00
81	Install Owner Provided Interpretive Sign - Complete	LS	2.00	\$ 3,000.00	\$ 6,000.00	\$ 1,186.08	\$ 2,372.16	\$ 500.00	\$ 1,000.00	\$ 426.00	\$ 852.00	\$ 3,302.20	\$ 6,604.40	\$ 1,200.00	\$ 2,400.00
82	Furnish + install Dakota County Regional Trail Wayfinding Signage - Complete	LS	5.00	\$ 4,500.00	\$ 22,500.00	\$ 2,612.50	\$ 13,062.50	\$ 2,650.00	\$ 13,250.00	\$ 4,452.00	\$ 22,260.00	\$ 5,005.55	\$ 25,027.75	\$ 6,375.00	\$ 31,875.00
83	Furnish + instal Dakota County Region Trail Kiosk - Complete	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ 5,225.00	\$ 5,225.00	\$ 12,000.00	\$ 12,000.00	\$ 16,630.00	\$ 16,630.00	\$ 19,280.25	\$ 19,280.25	\$ 8,375.00	\$ 8,375.00
84	Install Salvaged Bench and all fittings - Complete	EA	1.00	\$ 350.00	\$ 350.00	\$ 811.97	\$ 811.97	\$ 300.00	\$ 300.00	\$ 284.00	\$ 284.00	\$ 1,285.35	\$ 1,285.35	\$ 95.00	\$ 95.00
85	Install Owner Supplied Bench and all fittings - Complete	EA	8.00	\$ 600.00	\$ 4,800.00	\$ 1,041.87	\$ 8,334.96	\$ 300.00	\$ 2,400.00	\$ 213.00	\$ 1,704.00	\$ 971.85	\$ 7,774.80	\$ 93.70	\$ 749.60
86	Furnish + Install Adirondack Chairs - Complete	EA	6.00	\$ 1,200.00	\$ 7,200.00	\$ 954.09	\$ 5,724.54	\$ 650.00	\$ 3,900.00	\$ 969.33	\$ 5,815.98	\$ 956.18	\$ 5,737.05	\$ 895.83	\$ 5,374.98
87	Furnish + Install Bike Rack(s) - Complete	EA	10.00	\$ 500.00	\$ 5,000.00	\$ 374.11	\$ 3,741.10	\$ 550.00	\$ 5,500.00	\$ 395.75	\$ 3,957.50	\$ 491.15	\$ 4,911.50	\$ 365.70	\$ 3,657.00
88	Install Owner Supplied Picnic Tables - Complete	EA	22.00	\$ 500.00	\$ 11,000.00	\$ 219.45	\$ 4,827.90	\$ 300.00	\$ 6,600.00	\$ 258.18	\$ 5,679.96	\$ 522.50	\$ 11,495.00	\$ 91.27	\$ 2,007.94
89	Furnish + Install Park Grill - Complete	EA	4.00	\$ 900.00	\$ 3,600.00	\$ 1,475.54	\$ 5,902.16	\$ 825.00	\$ 3,300.00	\$ 1,057.88	\$ 4,231.52	\$ 2,764.03	\$ 11,056.10	\$ 978.00	\$ 3,912.00
90	Furnish + Install Bike Fix-It Station - Complete	EA	1.00	\$ 3,000.00	\$ 3,000.00	\$ 1,732.61	\$ 1,732.61	\$ 2,400.00	\$ 2,400.00	\$ 6,008.10	\$ 6,008.10	\$ 4,571.88	\$ 4,571.88	\$ 5,553.00	\$ 5,553.00
91	Furnish + Install Kayak Launch + Foundation + all fittings - Complete	EA	1.00	\$ 60,000.00	\$ 60,000.00	\$ 73,155.23	\$ 73,155.23	\$ 23,064.00	\$ 23,064.00	\$ 75,596.70	\$ 75,596.70	\$ 83,987.15	\$ 83,987.15	\$ 71,623.00	\$ 71,623.00
92	Install Owner Provided Kayak Rack + Foundations - Complete	EA	2.00	\$ 2,200.00	\$ 4,400.00	\$ 1,596.76	\$ 3,193.52	\$ 2,500.00	\$ 5,000.00	\$ 1,026.00	\$ 2,052.00	\$ 3,108.88	\$ 6,217.75	\$ 1,532.00	\$ 3,064.00
93	Furnish + Install Dog Park Equipment - Complete	LS	1.00	\$ 30,000.00	\$ 30,000.00	\$ 60,510.73	\$ 60,510.73	\$ 85,500.00	\$ 85,500.00	\$ 74,060.70	\$ 74,060.70	\$ 74,567.31	\$ 74,567.31	\$ 70,509.00	\$ 70,509.00
94	Geotextile Fabric Complete	EA	68.00	\$ 100.00	\$ 6,800.00	\$ 712.96	\$ 48,481.28	\$ 580.00	\$ 39,440.00	\$ 542.71	\$ 36,904.28	\$ 1,024.10	\$ 69,638.80	\$ 682.26	\$ 46,393.68
95	Furnish + Install Rootbarrier - Complete	LF	358.00	\$ 10.00	\$ 3,580.00	\$ 6.79	\$ 2,430.82	\$ 20.00	\$ 7,160.00	\$ 7.33	\$ 2,624.14	\$ 6.79	\$ 2,431.72	\$ 7.00	\$ 2,506.00
96	Furnish + Install Spaded Landscape Edger - Complete	LF	1055.00	\$ 4.00	\$ 4,220.00	\$ 1.05	\$ 1,107.75	\$ 2.00	\$ 2,110.00	\$ 1.05	\$ 1,107.75	\$ 1.05	\$ 1,102.48	\$ 3.00	\$ 3,165.00
97	Furnish + Install Steel Landscape Edger - Complete	LF	1440.00	\$ 12.00	\$ 17,280.00	\$ 8.36	\$ 12,038.40	\$ 12.00	\$ 17,280.00	\$ 8.40	\$ 12,096.00	\$ 8.36	\$ 12,038.40	\$ 8.00	\$ 11,520.00

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN



I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA 															
Date: 04/15/2026 License Number: 00001															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
98	Furnish + Install 2.5" Deciduous Trees - Complete	EA	56.00	\$ 550.00	\$ 30,800.00	\$ 773.30	\$ 43,304.80	\$ 560.00	\$ 31,360.00	\$ 777.00	\$ 43,512.00	\$ 773.30	\$ 43,304.80	\$ 576.11	\$ 32,262.16
99	Furnish + Install 2" Plug Plantings - Complete	EA	1650.00	\$ 3.00	\$ 4,950.00	\$ 7.05	\$ 11,632.50	\$ 4.00	\$ 6,600.00	\$ 7.09	\$ 11,698.50	\$ 7.05	\$ 11,638.69	\$ 12.87	\$ 21,235.50
100	Furnish + Install Evergreen Shrub #5 - Complete	EA	22.00	\$ 150.00	\$ 3,300.00	\$ 83.60	\$ 1,839.20	\$ 75.00	\$ 1,650.00	\$ 64.91	\$ 1,428.02	\$ 64.60	\$ 1,421.20	\$ 76.65	\$ 1,686.30
101	Furnish + Install Deciduous Shrub #5 - Complete	EA	96.00	\$ 100.00	\$ 9,600.00	\$ 54.34	\$ 5,216.64	\$ 60.00	\$ 5,760.00	\$ 54.60	\$ 5,241.60	\$ 54.34	\$ 5,216.64	\$ 65.34	\$ 6,272.64
102	Furnish + Install Ornamental Grasses #1 - Complete	EA	84.00	\$ 25.00	\$ 2,100.00	\$ 18.81	\$ 1,580.04	\$ 15.00	\$ 1,260.00	\$ 21.00	\$ 1,764.00	\$ 20.90	\$ 1,755.60	\$ 17.87	\$ 1,501.08
103	Furnish + Install Perennial Plantings #1 - Complete	EA	88.00	\$ 25.00	\$ 2,200.00	\$ 20.90	\$ 1,839.20	\$ 15.00	\$ 1,320.00	\$ 21.00	\$ 1,848.00	\$ 20.90	\$ 1,839.20	\$ 17.87	\$ 1,572.56
104	Furnish + Install General Turfgrass Seed Mix - Complete	AC	4.60	\$ 6,380.00	\$ 29,348.00	\$ 5,329.50	\$ 24,515.70	\$ 9,845.00	\$ 45,287.00	\$ 7,824.57	\$ 35,993.02	\$ 5,329.50	\$ 24,515.70	\$ 6,534.00	\$ 30,056.40
105	Furnish + Install Low Maintenance Seed Mix - Complete	AC	1.10	\$ 6,500.00	\$ 7,150.00	\$ 4,180.00	\$ 4,598.00	\$ 9,410.00	\$ 10,351.00	\$ 6,781.82	\$ 7,460.00	\$ 4,180.00	\$ 4,598.00	\$ 7,405.20	\$ 8,145.72
106	Furnish + Install Orchard Seed Mix - Complete	AC	0.20	\$ 6,200.00	\$ 1,240.00	\$ 5,225.00	\$ 1,045.00	\$ 22,845.00	\$ 4,569.00	\$ 5,250.00	\$ 1,050.00	\$ 5,225.00	\$ 1,045.00	\$ 8,712.00	\$ 1,742.40
107	Furnish + Install MNDOT Wet Ditch See Mix - Complete	AC	0.10	\$ 5,800.00	\$ 580.00	\$ 5,225.00	\$ 522.50	\$ 19,750.00	\$ 1,975.00	\$ 5,250.00	\$ 525.00	\$ 5,225.00	\$ 522.50	\$ 8,712.00	\$ 871.20
108	Install (spread) owner provided dog park mulch - Complete	CY	403.00	\$ 25.00	\$ 10,075.00	\$ 15.68	\$ 6,319.04	\$ 25.00	\$ 10,075.00	\$ 15.75	\$ 6,347.25	\$ 15.68	\$ 6,317.03	\$ 50.00	\$ 20,150.00
109	Furnish + Install Rock Mulch, Buff Limestone 1.5"+ + Geotextile Fabric - Complete	CY	59.00	\$ 75.00	\$ 4,425.00	\$ 172.43	\$ 10,173.37	\$ 105.00	\$ 6,195.00	\$ 173.25	\$ 10,221.75	\$ 172.43	\$ 10,173.08	\$ 146.32	\$ 8,632.88
<b>Total Bid Construction Cost</b>				\$	<b>3,471,182.00</b>	\$	<b>3,378,495.28</b>	\$	<b>3,740,309.05</b>	\$	<b>4,232,184.83</b>	\$	<b>4,456,114.04</b>	\$	<b>5,313,662.53</b>
110	Furnish + Install Silt Fence	LF	264.00	\$ 4.00	\$ 1,056.00	\$ 2.40	\$ 633.60	\$ 2.30	\$ 607.20	\$ 4.77	\$ 1,259.28	\$ 2.56	\$ 675.91	\$ 3.78	\$ 997.92
111	Furnish + Install Perimeter Control	LF	260.00	\$ 1.00	\$ 260.00	\$ 2.40	\$ 624.00	\$ 2.30	\$ 598.00	\$ 2.64	\$ 686.40	\$ 2.56	\$ 665.67	\$ 3.50	\$ 910.00
112	Furnish + install Rolled Erosion Control Product Type 20	SY	333.00	\$ 3.50	\$ 1,165.50	\$ 2.51	\$ 835.83	\$ 1.85	\$ 616.05	\$ 2.33	\$ 775.89	\$ 2.19	\$ 730.77	\$ 1.75	\$ 582.75
113	Common Excavation	CY	120.00	\$ 8.00	\$ 960.00	\$ 26.13	\$ 3,135.60	\$ 13.32	\$ 1,598.40	\$ 17.75	\$ 2,130.00	\$ 213.35	\$ 25,602.50	\$ 25.00	\$ 3,000.00
114	Furnish + Install Helical Pier including all fittings - Complete	LF	240.00	\$ 200.00	\$ 48,000.00	\$ 130.63	\$ 31,351.20	\$ 150.00	\$ 36,000.00	\$ 135.98	\$ 32,635.20	\$ 160.58	\$ 38,539.60	\$ 129.00	\$ 30,960.00
115	Furnish + Install Timber Pile Cap including all fittings - Complete	EA	3.00	\$ 2,500.00	\$ 7,500.00	\$ 585.20	\$ 1,755.60	\$ 1,345.15	\$ 4,035.45	\$ 1,376.67	\$ 4,130.01	\$ 2,960.83	\$ 8,882.50	\$ 1,150.00	\$ 3,450.00
116	Furnish + Install Fishing Pier 3 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 60,000.00	\$ 60,000.00	\$ 74,373.70	\$ 74,373.70	\$ 101,167.00	\$ 101,167.00	\$ 64,970.00	\$ 64,970.00	\$ 218,408.36	\$ 218,408.36	\$ 198,500.00	\$ 198,500.00
117	Furnish + Install Fence Type 3, including all fittings - Complete	LF	160.00	\$ 15.00	\$ 2,400.00	\$ 21.55	\$ 3,448.00	\$ 247.50	\$ 39,600.00	\$ 5.44	\$ 870.40	\$ 42.45	\$ 6,792.50	\$ 37.50	\$ 6,000.00
118	Furnish + Install Trail Rock Bar including all fittings - Complete	EA	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,567.50	\$ 1,567.50	\$ 2,000.00	\$ 2,000.00	\$ 926.00	\$ 926.00	\$ 10,450.00	\$ 10,450.00	\$ 1,500.00	\$ 1,500.00
119	Furnish + Install Limestone Step including gravel subbase - Complete	EA	12.00	\$ 500.00	\$ 6,000.00	\$ 365.75	\$ 4,389.00	\$ 740.00	\$ 8,880.00	\$ 433.67	\$ 5,204.04	\$ 862.13	\$ 10,345.50	\$ 500.00	\$ 6,000.00
120	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase - Complete	SY	78.00	\$ 20.00	\$ 1,560.00	\$ 26.13	\$ 2,038.14	\$ 28.85	\$ 2,250.30	\$ 110.64	\$ 8,629.92	\$ 60.29	\$ 4,702.50	\$ 25.00	\$ 1,950.00
121	Furnish + Install Steel Landscape Edger - Complete	LF	220.00	\$ 12.00	\$ 2,640.00	\$ 8.36	\$ 1,839.20	\$ 12.00	\$ 2,640.00	\$ 15.14	\$ 3,330.80	\$ 8.36	\$ 1,839.20	\$ 9.00	\$ 1,980.00
<b>Bid Alternate 1 Cost</b>				\$	<b>133,041.50</b>	\$	<b>125,991.37</b>	\$	<b>199,992.40</b>	\$	<b>125,547.94</b>	\$	<b>327,635.01</b>	\$	<b>255,830.67</b>
<b>Total Construction Cost</b>				\$	<b>3,604,223.50</b>	\$	<b>3,504,486.65</b>	\$	<b>3,940,301.45</b>	\$	<b>4,357,732.77</b>	\$	<b>4,783,749.05</b>	\$	<b>5,569,493.20</b>

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN



I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA															
Date: 04/15/2026 License Number: 60537															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
33	Furnish + Install 18" HDPE Flared End Section including all fittings - Complete	EA	2.00	\$ 800.00	\$ 1,600.00	\$ 628.05	\$ 1,256.10	\$ 722.50	\$ 1,445.00	\$ 615.00	\$ 1,230.00	\$ 600.88	\$ 1,201.75	\$ 575.00	\$ 1,150.00
34	Furnish + Install 24" HDPE Flared End Section including all fittings - Complete	EA	1.00	\$ 1,000.00	\$ 1,000.00	\$ 724.19	\$ 724.19	\$ 815.95	\$ 815.95	\$ 898.00	\$ 898.00	\$ 627.00	\$ 627.00	\$ 600.00	\$ 600.00
35	Furnish + Install 12" HDPE Dual Wall Storm Sewer including all fittings - Complete	LF	154.00	\$ 40.00	\$ 6,160.00	\$ 31.35	\$ 4,827.90	\$ 42.83	\$ 6,595.82	\$ 40.71	\$ 6,269.34	\$ 52.25	\$ 8,046.50	\$ 50.00	\$ 7,700.00
36	Furnish + Install 18" HDPE Dual Wall Storm Sewer including all fittings - Complete	LF	469.00	\$ 40.00	\$ 18,760.00	\$ 38.67	\$ 18,136.23	\$ 52.63	\$ 24,683.47	\$ 44.99	\$ 21,100.31	\$ 57.48	\$ 26,955.78	\$ 55.00	\$ 25,795.00
37	Furnish + Install 24" Schedule 40 PVC Storm Sewer including all fittings - Complete	LF	148.00	\$ 100.00	\$ 14,800.00	\$ 86.74	\$ 12,837.52	\$ 120.99	\$ 17,906.52	\$ 85.00	\$ 12,580.00	\$ 125.40	\$ 18,559.20	\$ 120.00	\$ 17,760.00
38	Connection to Existing Sanitary Manhole - Complete	EA	1.00	\$ 2,300.00	\$ 2,300.00	\$ 1,678.27	\$ 1,678.27	\$ 2,492.12	\$ 2,492.12	\$ 5,240.00	\$ 5,240.00	\$ 1,567.50	\$ 1,567.50	\$ 1,500.00	\$ 1,500.00
39	Furnish + Install 4" Sanitary Cleanout with Solid Casting including all fittings - Complete	LF	8.10	\$ 300.00	\$ 2,430.00	\$ 85.69	\$ 694.09	\$ 101.22	\$ 819.88	\$ 695.56	\$ 5,634.04	\$ 67.93	\$ 550.19	\$ 65.00	\$ 526.50
40	Furnish + Install 48" Diameter MnDOT 4007C including all fittings - Complete	LF	24.87	\$ 200.00	\$ 4,974.00	\$ 795.25	\$ 19,777.87	\$ 760.75	\$ 18,919.85	\$ 1,328.91	\$ 33,049.99	\$ 1,306.25	\$ 32,486.44	\$ 1,250.00	\$ 31,087.50
41	Furnish + Install Neenah R1733 " Sanitary Sewer" Stamp Casting including all fittings - Complete	EA	3.00	\$ 2,600.00	\$ 7,800.00	\$ 1,675.14	\$ 5,025.42	\$ 1,544.59	\$ 4,633.77	\$ 2,653.33	\$ 7,959.99	\$ 783.75	\$ 2,351.25	\$ 750.00	\$ 2,250.00
42	Furnish + Install 4" PVC SDR-35 including all fittings - Complete	LF	723.00	\$ 30.00	\$ 21,690.00	\$ 27.17	\$ 19,643.91	\$ 90.20	\$ 65,214.60	\$ 33.98	\$ 24,567.54	\$ 78.38	\$ 56,665.13	\$ 75.00	\$ 54,225.00
43	Connect to Existing Water Main - Complete	EA	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,934.30	\$ 1,934.30	\$ 3,060.88	\$ 3,060.88	\$ 8,170.00	\$ 8,170.00	\$ 1,567.50	\$ 1,567.50	\$ 1,500.00	\$ 1,500.00
44	Furnish + Install 6" C900 Water Service including all fittings - Complete	LF	783.00	\$ 70.00	\$ 54,810.00	\$ 51.21	\$ 40,097.43	\$ 58.44	\$ 45,758.52	\$ 51.90	\$ 40,637.70	\$ 64.79	\$ 50,730.57	\$ 62.00	\$ 48,546.00
45	Furnish + Install 1.5" Water Service including all fittings - Complete	LF	192.00	\$ 120.00	\$ 23,040.00	\$ 34.49	\$ 6,622.08	\$ 28.39	\$ 5,450.88	\$ 41.09	\$ 7,889.28	\$ 47.03	\$ 9,028.80	\$ 45.00	\$ 8,640.00
46	Furnish + Install 1" Water Service including all fittings - Complete	LF	465.00	\$ 110.00	\$ 51,150.00	\$ 29.26	\$ 13,605.90	\$ 18.12	\$ 8,425.80	\$ 39.87	\$ 18,539.55	\$ 31.35	\$ 14,577.75	\$ 30.00	\$ 13,950.00
47	Furnish + Install Hydrant Assembly including all fittings - Complete	EA	1.00	\$ 3,000.00	\$ 3,000.00	\$ 13,892.23	\$ 13,892.23	\$ 12,004.94	\$ 12,004.94	\$ 9,936.00	\$ 9,936.00	\$ 10,450.00	\$ 10,450.00	\$ 10,000.00	\$ 10,000.00
48	Furnish + Install Drinking Fountain with Frost Resistant Drain including all fittings - Complete	EA	1.00	\$ 7,000.00	\$ 7,000.00	\$ 16,440.99	\$ 16,440.99	\$ 9,203.66	\$ 9,203.66	\$ 11,120.00	\$ 11,120.00	\$ 7,837.50	\$ 7,837.50	\$ 7,500.00	\$ 7,500.00
49	Furnish + Install Yard Hydrant with Frost Resistant Drain including all fittings - Complete	EA	2.00	\$ 6,500.00	\$ 13,000.00	\$ 15,969.69	\$ 31,939.38	\$ 7,335.82	\$ 14,671.64	\$ 10,310.00	\$ 20,620.00	\$ 7,079.88	\$ 14,159.75	\$ 6,775.00	\$ 13,550.00
50	Furnish + Install D412 Standard Curb + Gutter + Gravel Subbase - Complete	LF	592.00	\$ 40.00	\$ 23,680.00	\$ 33.44	\$ 19,796.48	\$ 24.65	\$ 14,592.80	\$ 25.41	\$ 15,042.72	\$ 28.74	\$ 17,012.60	\$ 24.20	\$ 14,326.40
51	Subbase - Complete	LF	1149.00	\$ 75.00	\$ 86,175.00	\$ 41.80	\$ 48,028.20	\$ 29.50	\$ 33,895.50	\$ 26.51	\$ 30,459.99	\$ 30.83	\$ 35,420.80	\$ 25.50	\$ 29,299.50
52	Furnish + Install Concrete Valley Curb + Gutter + Gravel Subbase - Complete	LF	22.00	\$ 80.00	\$ 1,760.00	\$ 151.53	\$ 3,333.66	\$ 52.80	\$ 1,161.60	\$ 63.14	\$ 1,389.08	\$ 93.53	\$ 2,057.61	\$ 60.15	\$ 1,323.30
53	Furnish + Install 24" Maintenance Ribbon Curb + Gravel Subbase - Complete	LF	668.00	\$ 40.00	\$ 26,720.00	\$ 26.13	\$ 17,454.84	\$ 22.25	\$ 14,863.00	\$ 20.68	\$ 13,814.24	\$ 26.79	\$ 17,894.58	\$ 19.70	\$ 13,159.60
54	Furnish + Install 6" Barrier Curb + Gravel Subbase - Complete	LF	433.00	\$ 35.00	\$ 15,155.00	\$ 33.44	\$ 14,479.52	\$ 65.80	\$ 28,491.40	\$ 32.81	\$ 14,206.73	\$ 45.46	\$ 19,683.10	\$ 31.25	\$ 13,531.25
55	Furnish + Install Reinforced Turf Surfacing, gravel subbase + optional features - Complete	SF	3797.00	\$ 20.00	\$ 75,940.00	\$ 10.45	\$ 39,678.65	\$ 6.40	\$ 24,300.80	\$ 16.09	\$ 61,093.73	\$ 10.45	\$ 39,680.74	\$ 7.22	\$ 27,414.34
56	Furnish + Install Concrete Stairs With Railing and Gravel Subbase - Complete	EA	2.00	\$ 5,000.00	\$ 10,000.00	\$ 10,633.71	\$ 21,267.42	\$ 2,310.00	\$ 4,620.00	\$ 13,576.50	\$ 27,153.00	\$ 8,517.27	\$ 17,034.55	\$ 9,700.00	\$ 19,400.00
57	Furnish + Install Concrete Walk + Gravel Subbase - Complete	SY	1508.00	\$ 75.00	\$ 113,100.00	\$ 79.42	\$ 119,765.36	\$ 91.55	\$ 138,057.40	\$ 89.77	\$ 135,373.16	\$ 88.83	\$ 133,948.10	\$ 72.50	\$ 109,330.00
58	Furnish + Install Thickened Concrete Edge - Complete	LF	64.00	\$ 20.00	\$ 1,280.00	\$ 40.76	\$ 2,608.64	\$ 16.50	\$ 1,056.00	\$ 29.07	\$ 1,860.48	\$ 17.24	\$ 1,103.52	\$ 27.70	\$ 1,772.80
59	Furnish + Install Bituminous Trail + Gravel Subbase - Complete	SY	5341.00	\$ 25.00	\$ 133,525.00	\$ 24.04	\$ 128,397.64	\$ 31.40	\$ 167,707.40	\$ 25.34	\$ 135,340.94	\$ 29.62	\$ 158,177.47	\$ 26.00	\$ 138,866.00
60	Furnish + Install Heavy Duty Bituminous Pavement + Gravel Subbase - Complete	SY	4145.00	\$ 50.00	\$ 207,250.00	\$ 27.95	\$ 115,852.75	\$ 33.65	\$ 139,479.25	\$ 33.45	\$ 138,650.25	\$ 31.04	\$ 128,673.46	\$ 28.50	\$ 118,132.50

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN



I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA															
Date: 04/15/2026 License Number: 60537															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
61	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase - Complete	SY	1005.00	\$ 20.00	\$ 20,100.00	\$ 26.13	\$ 26,260.65	\$ 28.85	\$ 28,994.25	\$ 112.84	\$ 113,404.20	\$ 26.13	\$ 26,255.63	\$ 50.00	\$ 50,250.00
62	Furnish + Install Pavement Striping - Complete	LS	1.00	\$ 7,500.00	\$ 7,500.00	\$ 3,186.21	\$ 3,186.21	\$ 7,463.50	\$ 7,463.50	\$ 2,583.00	\$ 2,583.00	\$ 2,821.50	\$ 2,821.50	\$ 2,700.00	\$ 2,700.00
63	Furnish + Install Overflow Parking Signage - Complete	LS	3.00	\$ 800.00	\$ 2,400.00	\$ 222.59	\$ 667.77	\$ 330.00	\$ 990.00	\$ 315.00	\$ 945.00	\$ 313.50	\$ 940.50	\$ 1,250.00	\$ 3,750.00
64	Furnish + Install ADA Parking Signage - Complete	LS	3.00	\$ 800.00	\$ 2,400.00	\$ 222.59	\$ 667.77	\$ 478.50	\$ 1,435.50	\$ 456.75	\$ 1,370.25	\$ 454.58	\$ 1,363.73	\$ 750.00	\$ 2,250.00
65	Furnish + Install Limestone Seat Block including Gravel Subbase and geotextile fabric - Complete	EA	18.00	\$ 700.00	\$ 12,600.00	\$ 1,306.25	\$ 23,512.50	\$ 1,320.00	\$ 23,760.00	\$ 1,113.89	\$ 20,050.02	\$ 2,754.62	\$ 49,583.16	\$ 1,400.00	\$ 25,200.00
66	Furnish + Install Limestone Retaining Wall including Gravel Subbase and geotextile fabric - Complete	EA	16.00	\$ 970.00	\$ 15,520.00	\$ 836.00	\$ 13,376.00	\$ 1,420.00	\$ 22,720.00	\$ 1,195.25	\$ 19,124.00	\$ 3,446.41	\$ 55,142.56	\$ 1,500.00	\$ 24,000.00
67	Furnish + Install Limestone Step Blocks including gravel subbase and geotextile fabric - Complete	EA	26.00	\$ 500.00	\$ 13,000.00	\$ 365.75	\$ 9,509.50	\$ 740.00	\$ 19,240.00	\$ 433.08	\$ 11,260.08	\$ 862.13	\$ 22,415.25	\$ 500.00	\$ 13,000.00
68	Furnish + Install Modular Block Retaining Wall + Gravel Subbase (Exposed Face) - Complete	SF	2075.00	\$ 60.00	\$ 124,500.00	\$ 40.23	\$ 83,477.25	\$ 52.30	\$ 108,522.50	\$ 41.49	\$ 86,091.75	\$ 59.75	\$ 123,975.67	\$ 38.50	\$ 79,887.50
69	Furnish + Install Restroom Building + Shelter + Foundations - Complete	LS	1.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 900,785.71	\$ 900,785.71	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,596,300.00	\$ 1,596,300.00	\$ 1,240,343.85	\$ 1,240,343.85	\$ 1,632,527.00	\$ 1,632,527.00
70	Furnish + Install Fishing Pier 1 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 80,000.00	\$ 80,000.00	\$ 74,373.70	\$ 74,373.70	\$ 101,167.00	\$ 101,167.00	\$ 64,970.00	\$ 64,970.00	\$ 116,967.93	\$ 116,967.93	\$ 195,800.00	\$ 195,800.00
71	Furnish + Install Fishing Pier 2 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 60,000.00	\$ 60,000.00	\$ 129,357.42	\$ 129,357.42	\$ 156,695.00	\$ 156,695.00	\$ 115,450.00	\$ 115,450.00	\$ 156,142.26	\$ 156,142.26	\$ 252,000.00	\$ 252,000.00
72	Furnish + Install Helical Pier including all fittings - Complete	LF	720.00	\$ 200.00	\$ 144,000.00	\$ 55.39	\$ 39,880.80	\$ 150.65	\$ 108,468.00	\$ 145.34	\$ 104,644.80	\$ 63.80	\$ 45,938.20	\$ 53.00	\$ 38,160.00
73	Furnish + Install Timber Pile Cap including all fittings - Complete	EA	7.00	\$ 2,500.00	\$ 17,500.00	\$ 585.20	\$ 4,096.40	\$ 1,345.15	\$ 9,416.05	\$ 1,222.86	\$ 8,560.02	\$ 2,549.80	\$ 17,848.60	\$ 950.00	\$ 6,650.00
74	Furnish + Install Pedestrian Bridge, abutments and all fittings - Complete	LS	1.00	\$ 125,000.00	\$ 125,000.00	\$ 245,408.85	\$ 245,408.85	\$ 307,488.40	\$ 307,488.40	\$ 245,671.70	\$ 245,671.70	\$ 257,396.79	\$ 257,396.79	\$ 669,110.00	\$ 669,110.00
75	Furnish + Install Fence type 1 including all fittings - Complete	LF	1368.00	\$ 35.00	\$ 47,880.00	\$ 14.63	\$ 20,013.84	\$ 28.90	\$ 39,535.20	\$ 27.56	\$ 37,702.08	\$ 27.43	\$ 37,525.95	\$ 26.25	\$ 35,910.00
76	Furnish + Install Fence type 2 including all fittings - Complete	LF	650.00	\$ 10.00	\$ 6,500.00	\$ 34.22	\$ 22,243.00	\$ 36.30	\$ 23,595.00	\$ 34.65	\$ 22,522.50	\$ 34.49	\$ 22,415.25	\$ 33.00	\$ 21,450.00
77	Furnish + Install Fence type 3 including all fittings - Complete	LF	314.00	\$ 15.00	\$ 4,710.00	\$ 21.55	\$ 6,766.70	\$ 41.25	\$ 12,952.50	\$ 39.38	\$ 12,365.32	\$ 39.19	\$ 12,304.88	\$ 37.50	\$ 11,775.00
78	Furnish + Install Fence Type 1 Gate + Foundation + Hardware - Complete	EA	4.00	\$ 1,800.00	\$ 7,200.00	\$ 1,504.80	\$ 6,019.20	\$ 385.00	\$ 1,540.00	\$ 367.50	\$ 1,470.00	\$ 365.75	\$ 1,463.00	\$ 350.00	\$ 1,400.00
79	Furnish + Install Fence Type 2 Gate + Foundation + Hardware - Complete	EA	8.00	\$ 1,200.00	\$ 9,600.00	\$ 1,290.55	\$ 10,324.40	\$ 440.00	\$ 3,520.00	\$ 420.00	\$ 3,360.00	\$ 418.00	\$ 3,344.00	\$ 400.00	\$ 3,200.00
80	Install Owner Provided Monument Sign - Complete	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,169.36	\$ 1,169.36	\$ 2,000.00	\$ 2,000.00	\$ 2,004.00	\$ 2,004.00	\$ 5,904.25	\$ 5,904.25	\$ 1,500.00	\$ 1,500.00
81	Install Owner Provided Interpretive Sign - Complete	LS	2.00	\$ 3,000.00	\$ 6,000.00	\$ 1,186.08	\$ 2,372.16	\$ 500.00	\$ 1,000.00	\$ 426.00	\$ 852.00	\$ 3,302.20	\$ 6,604.40	\$ 1,200.00	\$ 2,400.00
82	Furnish + install Dakota County Regional Trail Wayfinding Signage - Complete	LS	5.00	\$ 4,500.00	\$ 22,500.00	\$ 2,612.50	\$ 13,062.50	\$ 2,650.00	\$ 13,250.00	\$ 4,452.00	\$ 22,260.00	\$ 5,005.55	\$ 25,027.75	\$ 6,375.00	\$ 31,875.00
83	Furnish + instal Dakota County Region Trail Kiosk - Complete	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ 5,225.00	\$ 5,225.00	\$ 12,000.00	\$ 12,000.00	\$ 16,630.00	\$ 16,630.00	\$ 19,280.25	\$ 19,280.25	\$ 8,375.00	\$ 8,375.00
84	Install Salvaged Bench and all fittings - Complete	EA	1.00	\$ 350.00	\$ 350.00	\$ 811.97	\$ 811.97	\$ 300.00	\$ 300.00	\$ 284.00	\$ 284.00	\$ 1,285.35	\$ 1,285.35	\$ 95.00	\$ 95.00
85	Install Owner Supplied Bench and all fittings - Complete	EA	8.00	\$ 600.00	\$ 4,800.00	\$ 1,041.87	\$ 8,334.96	\$ 300.00	\$ 2,400.00	\$ 213.00	\$ 1,704.00	\$ 971.85	\$ 7,774.80	\$ 93.70	\$ 749.60
86	Furnish + Install Adirondack Chairs - Complete	EA	6.00	\$ 1,200.00	\$ 7,200.00	\$ 954.09	\$ 5,724.54	\$ 650.00	\$ 3,900.00	\$ 969.33	\$ 5,815.98	\$ 956.18	\$ 5,737.05	\$ 895.83	\$ 5,374.98
87	Furnish + Install Bike Rack(s) - Complete	EA	10.00	\$ 500.00	\$ 5,000.00	\$ 374.11	\$ 3,741.10	\$ 550.00	\$ 5,500.00	\$ 395.75	\$ 3,957.50	\$ 491.15	\$ 4,911.50	\$ 365.70	\$ 3,657.00
88	Install Owner Supplied Picnic Tables - Complete	EA	22.00	\$ 500.00	\$ 11,000.00	\$ 219.45	\$ 4,827.90	\$ 300.00	\$ 6,600.00	\$ 258.18	\$ 5,679.96	\$ 522.50	\$ 11,495.00	\$ 91.27	\$ 2,007.94
89	Furnish + Install Park Grill - Complete	EA	4.00	\$ 900.00	\$ 3,600.00	\$ 1,475.54	\$ 5,902.16	\$ 825.00	\$ 3,300.00	\$ 1,057.88	\$ 4,231.52	\$ 2,764.03	\$ 11,056.10	\$ 978.00	\$ 3,912.00
90	Furnish + Install Bike Fix-It Station - Complete	EA	1.00	\$ 3,000.00	\$ 3,000.00	\$ 1,732.61	\$ 1,732.61	\$ 2,400.00	\$ 2,400.00	\$ 6,008.10	\$ 6,008.10	\$ 4,571.88	\$ 4,571.88	\$ 5,553.00	\$ 5,553.00
91	Furnish + Install Kayak Launch + Foundation + all fittings - Complete	EA	1.00	\$ 60,000.00	\$ 60,000.00	\$ 73,155.23	\$ 73,155.23	\$ 23,064.00	\$ 23,064.00	\$ 75,596.70	\$ 75,596.70	\$ 83,987.15	\$ 83,987.15	\$ 71,623.00	\$ 71,623.00
92	Install Owner Provided Kayak Rack + Foundations - Complete	EA	2.00	\$ 2,200.00	\$ 4,400.00	\$ 1,596.76	\$ 3,193.52	\$ 2,500.00	\$ 5,000.00	\$ 1,026.00	\$ 2,052.00	\$ 3,108.88	\$ 6,217.75	\$ 1,532.00	\$ 3,064.00
93	Furnish + Install Dog Park Equipment - Complete	LS	1.00	\$ 30,000.00	\$ 30,000.00	\$ 60,510.73	\$ 60,510.73	\$ 85,500.00	\$ 85,500.00	\$ 74,060.70	\$ 74,060.70	\$ 74,567.31	\$ 74,567.31	\$ 70,509.00	\$ 70,509.00
94	Geotextile Fabric Complete	EA	68.00	\$ 100.00	\$ 6,800.00	\$ 712.96	\$ 48,481.28	\$ 580.00	\$ 39,440.00	\$ 542.71	\$ 36,904.28	\$ 1,024.10	\$ 69,638.80	\$ 682.26	\$ 46,393.68
95	Furnish + Install Rootbarrier - Complete	LF	358.00	\$ 10.00	\$ 3,580.00	\$ 6.79	\$ 2,430.82	\$ 20.00	\$ 7,160.00	\$ 7.33	\$ 2,624.14	\$ 6.79	\$ 2,431.72	\$ 7.00	\$ 2,506.00
96	Furnish + Install Spaded Landscape Edger - Complete	LF	1055.00	\$ 4.00	\$ 4,220.00	\$ 1.05	\$ 1,107.75	\$ 2.00	\$ 2,110.00	\$ 1.05	\$ 1,107.75	\$ 1.05	\$ 1,102.48	\$ 3.00	\$ 3,165.00
97	Furnish + Install Steel Landscape Edger - Complete	LF	1440.00	\$ 12.00	\$ 17,280.00	\$ 8.36	\$ 12,038.40	\$ 12.00	\$ 17,280.00	\$ 8.40	\$ 12,096.00	\$ 8.36	\$ 12,038.40	\$ 8.00	\$ 11,520.00

# Bid Tabulation

## East Community Park Phase 2

### Lakeville, MN



I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.				Engineers Opinion of Probable Cost		Ebert Companies		Friedges Landscaping Inc.		Blackstone Contractors, LLC		Greystone Construction Company, Inc.		CM Construction Company, Inc.	
Brett Harris, PLA															
Date: 04/15/2026 License Number: 60537															
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
98	Furnish + Install 2.5" Deciduous Trees - Complete	EA	56.00	\$ 550.00	\$ 30,800.00	\$ 773.30	\$ 43,304.80	\$ 560.00	\$ 31,360.00	\$ 777.00	\$ 43,512.00	\$ 773.30	\$ 43,304.80	\$ 576.11	\$ 32,262.16
99	Furnish + Install 2" Plug Plantings - Complete	EA	1650.00	\$ 3.00	\$ 4,950.00	\$ 7.05	\$ 11,632.50	\$ 4.00	\$ 6,600.00	\$ 7.09	\$ 11,698.50	\$ 7.05	\$ 11,638.69	\$ 12.87	\$ 21,235.50
100	Furnish + Install Evergreen Shrub #5 - Complete	EA	22.00	\$ 150.00	\$ 3,300.00	\$ 83.60	\$ 1,839.20	\$ 75.00	\$ 1,650.00	\$ 64.91	\$ 1,428.02	\$ 64.60	\$ 1,421.20	\$ 76.65	\$ 1,686.30
101	Furnish + Install Deciduous Shrub #5 - Complete	EA	96.00	\$ 100.00	\$ 9,600.00	\$ 54.34	\$ 5,216.64	\$ 60.00	\$ 5,760.00	\$ 54.60	\$ 5,241.60	\$ 54.34	\$ 5,216.64	\$ 65.34	\$ 6,272.64
102	Furnish + Install Ornamental Grasses #1 - Complete	EA	84.00	\$ 25.00	\$ 2,100.00	\$ 18.81	\$ 1,580.04	\$ 15.00	\$ 1,260.00	\$ 21.00	\$ 1,764.00	\$ 20.90	\$ 1,755.60	\$ 17.87	\$ 1,501.08
103	Furnish + Install Perennial Plantings #1 - Complete	EA	88.00	\$ 25.00	\$ 2,200.00	\$ 20.90	\$ 1,839.20	\$ 15.00	\$ 1,320.00	\$ 21.00	\$ 1,848.00	\$ 20.90	\$ 1,839.20	\$ 17.87	\$ 1,572.56
104	Furnish + Install General Turfgrass Seed Mix - Complete	AC	4.60	\$ 6,380.00	\$ 29,348.00	\$ 5,329.50	\$ 24,515.70	\$ 9,845.00	\$ 45,287.00	\$ 7,824.57	\$ 35,993.02	\$ 5,329.50	\$ 24,515.70	\$ 6,534.00	\$ 30,056.40
105	Furnish + Install Low Maintenance Seed Mix - Complete	AC	1.10	\$ 6,500.00	\$ 7,150.00	\$ 4,180.00	\$ 4,598.00	\$ 9,410.00	\$ 10,351.00	\$ 6,781.82	\$ 7,460.00	\$ 4,180.00	\$ 4,598.00	\$ 7,405.20	\$ 8,145.72
106	Furnish + Install Orchard Seed Mix - Complete	AC	0.20	\$ 6,200.00	\$ 1,240.00	\$ 5,225.00	\$ 1,045.00	\$ 22,845.00	\$ 4,569.00	\$ 5,250.00	\$ 1,050.00	\$ 5,225.00	\$ 1,045.00	\$ 8,712.00	\$ 1,742.40
107	Furnish + Install MNDOT Wet Ditch See Mix - Complete	AC	0.10	\$ 5,800.00	\$ 580.00	\$ 5,225.00	\$ 522.50	\$ 19,750.00	\$ 1,975.00	\$ 5,250.00	\$ 525.00	\$ 5,225.00	\$ 522.50	\$ 8,712.00	\$ 871.20
108	Install (spread) owner provided dog park mulch - Complete	CY	403.00	\$ 25.00	\$ 10,075.00	\$ 15.68	\$ 6,319.04	\$ 25.00	\$ 10,075.00	\$ 15.75	\$ 6,347.25	\$ 15.68	\$ 6,317.03	\$ 50.00	\$ 20,150.00
109	Furnish + Install Rock Mulch, Buff Limestone 1.5"+ + Geotextile Fabric - Complete	CY	59.00	\$ 75.00	\$ 4,425.00	\$ 172.43	\$ 10,173.37	\$ 105.00	\$ 6,195.00	\$ 173.25	\$ 10,221.75	\$ 172.43	\$ 10,173.08	\$ 146.32	\$ 8,632.88
<b>Total Bid Construction Cost</b>				\$	<b>3,471,182.00</b>	\$	<b>3,378,495.28</b>	\$	<b>3,740,309.05</b>	\$	<b>4,232,184.83</b>	\$	<b>4,456,114.04</b>	\$	<b>5,313,662.53</b>
110	Furnish + Install Silt Fence	LF	264.00	\$ 4.00	\$ 1,056.00	\$ 2.40	\$ 633.60	\$ 2.30	\$ 607.20	\$ 4.77	\$ 1,259.28	\$ 2.56	\$ 675.91	\$ 3.78	\$ 997.92
111	Furnish + Install Perimeter Control	LF	260.00	\$ 1.00	\$ 260.00	\$ 2.40	\$ 624.00	\$ 2.30	\$ 598.00	\$ 2.64	\$ 686.40	\$ 2.56	\$ 665.67	\$ 3.50	\$ 910.00
112	Furnish + install Rolled Erosion Control Product Type 20	SY	333.00	\$ 3.50	\$ 1,165.50	\$ 2.51	\$ 835.83	\$ 1.85	\$ 616.05	\$ 2.33	\$ 775.89	\$ 2.19	\$ 730.77	\$ 1.75	\$ 582.75
113	Common Excavation	CY	120.00	\$ 8.00	\$ 960.00	\$ 26.13	\$ 3,135.60	\$ 13.32	\$ 1,598.40	\$ 17.75	\$ 2,130.00	\$ 213.35	\$ 25,602.50	\$ 25.00	\$ 3,000.00
114	Furnish + Install Helical Pier including all fittings - Complete	LF	240.00	\$ 200.00	\$ 48,000.00	\$ 130.63	\$ 31,351.20	\$ 150.00	\$ 36,000.00	\$ 135.98	\$ 32,635.20	\$ 160.58	\$ 38,539.60	\$ 129.00	\$ 30,960.00
115	Furnish + Install Timber Pile Cap including all fittings - Complete	EA	3.00	\$ 2,500.00	\$ 7,500.00	\$ 585.20	\$ 1,755.60	\$ 1,345.15	\$ 4,035.45	\$ 1,376.67	\$ 4,130.01	\$ 2,960.83	\$ 8,882.50	\$ 1,150.00	\$ 3,450.00
116	Furnish + Install Fishing Pier 3 Structure + Abutment including all fittings - Complete	LS	1.00	\$ 60,000.00	\$ 60,000.00	\$ 74,373.70	\$ 74,373.70	\$ 101,167.00	\$ 101,167.00	\$ 64,970.00	\$ 64,970.00	\$ 218,408.36	\$ 218,408.36	\$ 198,500.00	\$ 198,500.00
117	Furnish + Install Fence Type 3, including all fittings - Complete	LF	160.00	\$ 15.00	\$ 2,400.00	\$ 21.55	\$ 3,448.00	\$ 247.50	\$ 39,600.00	\$ 5.44	\$ 870.40	\$ 42.45	\$ 6,792.50	\$ 37.50	\$ 6,000.00
118	Furnish + Install Trail Rock Bar including all fittings - Complete	EA	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,567.50	\$ 1,567.50	\$ 2,000.00	\$ 2,000.00	\$ 926.00	\$ 926.00	\$ 10,450.00	\$ 10,450.00	\$ 1,500.00	\$ 1,500.00
119	Furnish + Install Limestone Step including gravel subbase - Complete	EA	12.00	\$ 500.00	\$ 6,000.00	\$ 365.75	\$ 4,389.00	\$ 740.00	\$ 8,880.00	\$ 433.67	\$ 5,204.04	\$ 862.13	\$ 10,345.50	\$ 500.00	\$ 6,000.00
120	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase - Complete	SY	78.00	\$ 20.00	\$ 1,560.00	\$ 26.13	\$ 2,038.14	\$ 28.85	\$ 2,250.30	\$ 110.64	\$ 8,629.92	\$ 60.29	\$ 4,702.50	\$ 25.00	\$ 1,950.00
121	Furnish + Install Steel Landscape Edger - Complete	LF	220.00	\$ 12.00	\$ 2,640.00	\$ 8.36	\$ 1,839.20	\$ 12.00	\$ 2,640.00	\$ 15.14	\$ 3,330.80	\$ 8.36	\$ 1,839.20	\$ 9.00	\$ 1,980.00
<b>Bid Alternate 1 Cost</b>				\$	<b>133,041.50</b>	\$	<b>125,991.37</b>	\$	<b>199,992.40</b>	\$	<b>125,547.94</b>	\$	<b>327,635.01</b>	\$	<b>255,830.67</b>
<b>Total Construction Cost</b>				\$	<b>3,604,223.50</b>	\$	<b>3,504,486.65</b>	\$	<b>3,940,301.45</b>	\$	<b>4,357,732.77</b>	\$	<b>4,783,749.05</b>	\$	<b>5,569,493.20</b>

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lakeville ("Owner") and  
Ebert Companies ("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 (as further described in Section 9.01). The Work is generally described as follows: City Project Number 25-20 – East Community Park Phase II General Site Improvements.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Grading, temporary erosion control, bituminous parking area, trails and pickleball courts, concrete curb and gutter, concrete walk, concrete play area curbing, chain link fencing, aluminum ornamental fencing, water service, sanitary service, stormwater infrastructure, site furnishings, park entrance signs, irrigation, stormwater reuse system, landscape planting, and turf establishment.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by I+S Group, Inc. (ISG).  
3.02 The Owner will provide personnel ("Engineer") to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

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

4.02 *Contract Times: Dates*  
A. The Work will be substantially complete on or before December 1<sup>st</sup>, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and the MnDOT Standard Specifications for Construction, on or before May 1<sup>st</sup>, 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. Liquidated damages will be deducted in accordance with the requirements of 1807 (Failure to Complete the Work on Time) of the MnDOT Standard Specifications for Construction.

#### **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 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.

- B. For all Work, at the prices stated in Contractor's Bid Proposal, attached hereto as an exhibit.

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

6.03 *Final Payment*

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

6.04 *Progress Payments to Subcontractors*

- A. For contracts within the State of Minnesota, MN Statue 471.425 Subd. 4a. shall apply.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce 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 items 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 of 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 with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. 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 set verbatim and in full herein:
  - 1. This Agreement
  - 2. Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
  - 3. Addenda (01-04 Inclusive)
  - 4. Project Manual
  - 5. Project specific plan sheets
  - 6. Supplemental Specifications, including the most current version of the City of Lakeville Utility and Street Construction Standard Specifications. (not attached)
  - 7. Standard Plan Sheets and Standard Plates (not attached)
  - 8. Standard Specifications, including the Minnesota Department of Transportation Standard Specifications for Construction. (not attached)
  - 9. Performance & Payment bonds
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid Proposal
    - b. Contractor's written notice of errors, conflicts, and ambiguities.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. 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 "1" has the first priority and Contract Document "10" has the last priority.
- D. There are no Contract Documents other than those listed above in this Article 9.
- E. 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. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the Owner and the City of Lakeville harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the Owner and Dakota County 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 XX, 2026 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

Ebert, Inc. dba: Ebert Companies

By: Luke M. Hellier

By: 

Title: Mayor

Title: Vice President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: Ann Orlofsky

Attest: 

Title: City Clerk

Title: Senior Project Manager

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23350 County Road 10  
Corcoran, MN 55357  
\_\_\_\_\_

License No.: N/A - Bonded  
*(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.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# HERITAGE LANDING

HISTORIC LEARNING AND RECREATION



## LEGEND

- 1 FOUR-SEASON BUILDING
  - 2 COUNTY TRAIL-HEAD NOOK
    - » Drinking Fountain + Bike Racks & Bike Fix-it Station
    - » Seating
  - 3 COMMUNITY PLAZA
  - 4 10' CONCRETE WALK (TYP)
  - 5 10' BITUMINOUS WALK (TYP)
  - 6 6' NATURE SURFACE WALK
  - 7 COMMUNITY GARDEN + FUTURE EXPANSION
  - 8 PARKING (+50 STALLS)
    - » Space for Food Truck Parking + Drop Off
  - 9 DOG PARK
    - » Specialty Fencing
    - » Farmstead Themed Play
    - » Fenced Area for Smaller Dogs
  - 10 FARMSTEAD THEMED PLAY
  - 11 NATURE PLAY CONNECTION
  - 12 FLEXIBLE MULTI-USE FIELD
    - » Space for a Soccer Practice Field
  - 13 OVERLOOK
  - 14 HAMMOCK POSTS
  - 15 FISHING DOCK
  - 16 KAYAK LAUNCH + STORAGE
  - 17 BOARDWALK
  - 18 VEGETATIVE BUFFER
  - 19 GREEN INFRASTRUCTURE
  - 20 CONNECTION TO WOODLAND AREA
- 
- TURF
  - NATIVE RESTORATION
  - ✳ WAYFINDING SIGNAGE
  - ✳ INTERPRETIVE SIGNAGE
  - 🚩 ENTRY MONUMENT SIGN
  - LIGHTING
  - VEGETATIVE RESTORATION BY DAKOTA COUNTY



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 = 200 feet  
3/24/2025



Date: 4/20/2026

## Residential Interim Ordinance

### Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance temporarily prohibiting approval of certain residential development

### Overview

City Council discussed an interim ordinance at their April 9<sup>th</sup> work session. 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. Interim\_Residential\_Ordinance

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b>  <b>Envision Lakeville Community Values:</b> A Home for All Ages and Stages of Life  <b>Report Completed by:</b> Tina Goodroad, Community Development Director</p>
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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 Imagined 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 foregoing applications for 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 and any subsequent amendments to the application for preliminary plat approval;
- (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 April 20, 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:  
\_\_\_\_\_  
Taylor Snider



**Date:** 4/20/2026

## **Resolution Authorizing Issuance, Awarding Sale of 2026A GO Bonds \$38.365M**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$38,365,000 General Obligation Bonds, Series 2026A.

### **Overview**

Overview

Passage of this motion will result in the financing of the following projects:

- #26-02 – 2026 Street Reconstruction Project
- #26-03 – Collector Rehabilitation
- #26-09 – 215th Street Improvements and Utility Extensions
- #25-11 - CIP Bonds – Fire Station No.2

The debt will be repaid with property taxes, special assessments, and franchise fees.

The bid opening for the bonds will be held on Monday morning, April 20, 2026. The results of the bid opening will be presented to the City Council during its regular meeting on April 20th by Northland Securities Inc. A final resolution with the updated results from the bond sale will be provided to the City Council prior to the meeting.

Moody's Investors Service affirmed the City's Aaa bond rating. The press release is attached to this report.

### **Supporting Information**

1. 2026A Bond Resolution
2. Moodys-Assigns-Lakeville-Aaa-08Apr2026 Press Release

**Financial Impact:** \$38,365,000    **Budgeted:** No    **Source:** Taxes, Assessments, Franchise Fees

**Envision Lakeville Community Values:** Good Value for Public Service

**Report Completed by:** Julie Stahl, Finance Director

# CITY OF LAKEVILLE

## RESOLUTION

Date: April 20, 2026

Resolution No. \_\_\_\_\_

### RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL OBLIGATION BONDS, SERIES 2026A

BE IT RESOLVED by the City Council (the “Council”) of the City of Lakeville, Minnesota (the “City”), as follows:

#### SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This Council, by resolution duly adopted on March 16, 2026, authorized the issuance and sale of its General Obligation Bonds, Series 2026A (the “Bonds”) for the purpose of financing (a) pursuant to Minnesota Statutes, Section 475.58, Subdivision 3(b) and Chapter 475, the City’s 2026 Street Reconstruction and Collector rehab projects (the “Street Projects”); (b) pursuant to Minnesota Statutes, Section 475.521 and Chapter 475, various capital improvements as described in the City’s five-year capital improvement plan (the “CIP Projects”); (c) pursuant to Minnesota Statutes, Section 444.075 and Chapter 475, the City’s 2026 utility improvements (the “Utility Project”; together with the Street Projects and CIP Project, the “Project”); and (d) costs associated with the issuance of the Bonds.

The principal amount of the Bonds (\$[\_\_\_\_]) attributable to the Street Projects shall be designated as the “Street Reconstruction Bonds.”

Following a public hearing, this Council by a resolution adopted with a 5-0 vote on October 7, 2024, approved the City’s 2025-2029 Street Reconstruction Plan (the “Street Reconstruction Plan”) and gave preliminary approval for the issuance of the Street Reconstruction Bonds in the approximate amount of up to \$28,350,000, of which \$4,150,000 has previously been issued, to finance costs of various street reconstruction projects, including the Street Projects, in the City. A petition requesting a vote on the question of issuing the Street Reconstruction Bonds, signed by voters equal to five percent of the votes cast in the previous municipal general election, was not filed with the City within 30 days of the public hearing. Accordingly, the issuance of the Street Reconstruction Bonds is authorized without an election.

The principal amount of the Bonds (\$[\_\_\_\_]) attributable to the CIP Projects shall be designated as the “CIP Bonds.” The maximum amount of principal and interest to become due in any year on all the outstanding bonds previously issued by the City under Minnesota Statutes, Section 475.521 (\$3,500,182), together with the CIP Bonds (\$[\_\_\_\_]), does not equal or exceed 0.16 percent (\$22,304,792) of the estimated market value of property in the City (\$13,940,494,700).

Following a public hearing, this Council by a resolution adopted with a 5-0 vote on October 7<sup>th</sup>, 2024, approved the City’s 2025-2029 Capital Improvement Plan (the “Capital Improvement

Plan”) and gave preliminary approval for the issuance of the CIP Bonds in the approximate principal amount of \$112,500,000, of which \$18,100,000 has previously been issued, to finance costs of various capital improvement projects, including the CIP Projects, in the City. A petition requesting a vote on the question of issuing the CIP Bonds, signed by voters equal to five percent of the votes cast in the previous municipal general election, was not filed with the City within 30 days of the public hearing. Accordingly, the issuance of the CIP Bonds is authorized without an election.

The portion of the Bonds (\$[\_\_\_\_]) that is being issued pursuant to Minnesota Statutes, Chapters 444 and 475 (the “Utility Bonds”) will be used to finance the Utility Project.

Maturity schedules for the Street Reconstruction Bonds, CIP Bonds and Utility Bonds are attached hereto as EXHIBIT A.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the City by Northland Securities, Inc. (“Northland”), municipal advisor to the City, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [\_\_\_\_], in [\_\_\_\_], [\_\_\_\_] (the “Purchaser”), to purchase the Bonds in the principal amount of \$[PAR], at a price of \$[\_\_\_\_] plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and Deputy City Clerk are hereby authorized and directed on behalf of the City to execute a contract for the sale of the Bonds with the Purchaser in accordance with the Preliminary Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

**SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.**

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of May 14, 2026, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows:[to come]

<u>Year</u>	<u>Amount (\$)</u>	<u>Rate (%)</u>	<u>Year</u>	<u>Amount (\$)</u>	<u>Rate (%)</u>
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The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2027, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month preceding that in which such Interest Payment Date occurs, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing on or after February 1, 2035, shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on February 1, 2034, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Clerk shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing on February 1, 20[ ] and 20[ ] (the “Term Bonds”) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Term Bonds Maturing in 20[ ]</u>		<u>Term Bonds Maturing in 20[ ]</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>	<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
	\$		\$

\*

\*final maturity

\*

\*final maturity

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty days’ written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the “Bond Register”) in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate

principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding that in which the interest payment date occurs and until such interest payment date.

(c) Exchange of Bonds. At the option of the Holder of any Bond in a denomination greater than \$5,000, such Bond may be exchanged for other Bonds of authorized denominations, of the same maturity and a like aggregate principal amount, upon surrender of the Bond to be exchanged at the office of the Registrar. Whenever any Bond is so surrendered for exchange the City shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to or upon the order of such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the

mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of such Bond. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond, substantially in the form provided in EXHIBIT B, has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on any Bond shall be conclusive evidence that it has been duly authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Clerk shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale theretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of physical certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Clerk is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this

resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT B attached hereto.

### Section 3. USE OF PROCEEDS; PROJECT FUND.

There is hereby created a special bookkeeping fund to be designated as the “General Obligation Bonds, Series 2026A Project Fund” (the “Project Fund”), to be held and administered by the City Finance Director separate and apart from all other funds of the City. Within the Project Fund are established the following accounts:

(a) Street Projects Account. The Street Projects Account shall be credited with \$[ ] from the proceeds of the Street Reconstruction Bonds. The City Finance Director shall maintain the Street Projects Account until payment of all costs and expenses incurred in connection with the construction of the Street Projects and all costs of issuance of the Street Reconstruction Bonds have been paid.

(b) CIP Projects Account. The CIP Projects Account shall be credited with \$[ ] from the proceeds of the CIP Bonds. The City Finance Director shall maintain the CIP Projects Account until all costs and expenses incurred by the City in connection with the construction of the CIP Projects and all costs of issuance of the CIP Bonds have been paid.

(c) Utility Project Account. The Utility Project Account shall be credited with \$[ ], representing the estimated costs of the Utility Project (\$[ ]), costs of issuance of the Utility Bonds (\$[ ]), and rounding amount (\$[ ]) from the proceeds of the Utility Bonds. The City Finance Director shall maintain the Utility Project Account until all costs and expenses incurred by the City in connection with the construction of the Utility Project have been paid.

The City may deposit funds from other available sources into the Project Fund. From the Project Fund there shall be paid all costs and expenses related to the construction and acquisition of the Project. In addition, costs of issuance in the amount of \$[ ] are expected to be paid from proceeds of the Bonds in the Project Fund and are included in the respective accounts above. After payment of all such costs and expenses, the Project Fund shall be terminated. All funds on hand in the Project Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes. In no event shall funds remain in the Project Fund later than May 14, 2029.

**SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2026A BOND FUND.** The Bonds shall be payable from a separate General Obligation Bonds, Series 2026A Bond Fund (the “Bond Fund”) of the City, which shall be created and maintained on the books of the City as a separate

debt redemption fund until the Bonds, and all interest thereon, are fully paid. Within the Debt Service Account (described below) within the Bond Fund are created the following accounts:

- (a) Street Reconstruction Bonds Account. Into the Street Reconstruction Bonds Account shall be paid:
  - i. proceeds of the Street Reconstruction Bonds in the amount of \$[\_\_\_\_\_];
  - ii. the amounts specified in Section 3 above upon termination of the Street Projects Account;
  - iii. any funds received from the Purchaser with respect to the Street Reconstruction Bonds in excess of the amounts specified in Section 3 above;
  - iv. any taxes collected pursuant to Section 6 hereof; and
  - v. any other funds appropriated by this Council for the payment of the Street Reconstruction Bonds.
  
- (b) Utility Subaccount. There shall be credited to the Utility Subaccount the following:
  - i. the amounts specified in Section 3 above, after payment of all costs of the Utility Project;
  - ii. net revenues of the System, as described in Section 5 hereof;
  - iii. taxes levied and collected in accordance with this Resolution and allocable to the Utility Bonds; and
  - iv. any other funds appropriated by the Council for the payment of the Utility Bonds.
  
- (c) CIP Bonds Account. Into the CIP Bonds Account shall be paid:
  - i. the amounts specified in Section 3 above upon termination of the CIP Projects Account;
  - ii. any funds received from the Purchaser with respect to the CIP Bonds in excess of the amounts specified in Section 3 above;
  - iii. any taxes collected pursuant to Section 6 hereof; and
  - iv. any other funds appropriated by this Council for the payment of the CIP Bonds.

The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the City Clerk is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the “Debt Service Account” and the “Surplus Account.” There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in clause (b) above. Thereafter, during each bond year (each twelve month period commencing on February 1, except

the first year which commences May 14, 2026, and ending on the following January 31, a “Bond Year”), as monies are received into the Bond Fund, the City Clerk shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the City Clerk shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

**SECTION 5. PLEDGE OF NET REVENUES.** It is hereby found, determined and declared that the City owns and operates the municipal water and sewer system (the “System”) as a revenue-producing utility and as a convenience, and that the net operating revenues of the System, after deducting from the gross receipts derived from charges for the service, use and availability of the System the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other pledged funds, for the payment when due of the principal of and interest on the Utility Bonds and on any other bonds to which such revenues are pledged.

Pursuant to Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the registered owners from time to time of the Bonds that until the Utility Bonds and the interest thereon are discharged as provided in Section 7 or paid in full, the City will impose and collect reasonable charges in accordance with said Section 444.075 for the service, use and availability of its System according to schedules sufficient to produce net revenues sufficient, with other funds pledged to payment of the Utility Bonds, to pay the Utility Bonds and any other bonds to which said net revenues have been pledged; and the net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Bonds and interest thereon when due. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of the net revenues of its System for payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the System will be sufficient, together with any other sources pledged to the payment of the outstanding and additional obligations, for payment of the outstanding bonds and such additional obligations. Such further pledges and appropriations of net revenues may be made superior or subordinate to or on a parity with, the pledge and appropriation herein made.

**SECTION 6. PLEDGE OF TAXING POWERS.** For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when

due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the City, the taxes to be levied and collected in the years and amounts as shown on EXHIBIT C.

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

**SECTION 7. DEFEASANCE.** When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an earlier designated redemption date. If such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the City must have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

**SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.**

8.01. General Tax Covenant. The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Project Fund will be expended solely for the payment of the costs of the Project. The Project is and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use

agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Project, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Mayor and City Clerk being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The City acknowledges that the Bonds may be subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. NOT Qualified Tax-Exempt Obligations. The Bonds are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

8.06. Continuing Disclosure (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section,

any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of the Bonds, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of the Bonds, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bonds (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bonds for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) On or before 12 months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2025, the following financial information and operating data in respect of the City (the “Disclosure Information”):
  - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “ECONOMIC AND FINANCIAL INFORMATION – Valuations;” “– Tax Capacity Rates;” “– Tax Levies and Collections;” and “SUMMARY OF DEBT AND DEBT STATISTICS;” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and,

within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public by the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (EMMA). The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
  - (A) Principal and interest payment delinquencies;
  - (B) Non-payment related defaults, if material;
  - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) Substitution of credit or liquidity providers, or their failure to perform;
  - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (G) Modifications to rights of security holders, if material;
  - (H) Bond calls, if material, and tender offers;
  - (I) Defeasances;
  - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
  - (K) Rating changes;
  - (L) Bankruptcy, insolvency, receivership or similar event of the City;
  - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (N) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.
- (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell the Bonds or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of the Bonds within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
  - (C) the termination of the obligations of the City under this section pursuant to subsection (d);

- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
- (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

## SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration of Bonds. The City Clerk is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Dakota County, together with such additional information as is required, and to obtain a certificate that the Bonds and the taxes levied pursuant hereto have been duly entered upon the County Auditor's Bond register.

9.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

9.03. Official Statement. The Preliminary Official Statement relating to the Bonds prepared and distributed by Northland is hereby approved. Northland is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

**APPROVED AND ADOPTED** this \_\_\_\_ day of April, 2026.

CITY OF LAKEVILLE

By: \_\_\_\_\_  
Luke M. Hellier, Mayor

ATTEST:

\_\_\_\_\_  
Taylor Snider, Deputy City Clerk

<b>VOTE</b>	Hellier	Bermel	Lee	Volk	Wolter
Aye	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**EXHIBIT B**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF DAKOTA

CITY OF LAKEVILLE

GENERAL OBLIGATION BONDS,  
SERIES 2026A

R-\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
__%	February 1, 20__	May 14, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

CITY OF LAKEVILLE, State of Minnesota (the “City”) acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2027 (each such date, an “Interest Payment Date”), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding that in which such Interest Payment Date occurs. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”) or other agreed-upon means of payment by the Registrar or its designated successor. For the prompt and full payment of such principal and interest as the same respectively come due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue (the “Bonds”) in the aggregate principal amount of \$[PAR] issued pursuant to a resolution adopted by the City Council on April 20, 2026 (the “Resolution”), to finance various street reconstruction, utility and capital improvement projects in the City. This Bond issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the

City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing on February 1, 2035 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2034 and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing in the years 20[ ] and 20[ ] shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20[ ]</u>		<u>Term Bonds Maturing in 20[ ]</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>	<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
	\$		\$
*		*	
*final maturity		*final maturity	

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment as

herein provided and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to collect and apply to payment of the bonds certain utility revenues and ad valorem taxes, which revenues and taxes are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated such revenues and taxes to its General Obligation Bonds, Series 2026A Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and City Clerk and has caused this Bond to be dated as of the date set forth below.

CITY OF LAKEVILLE, MINNESOTA

\_\_\_\_\_  
(facsimile signature – City Clerk)

\_\_\_\_\_  
(facsimile signature – Mayor)

\_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
as Registrar

By \_\_\_\_\_  
Authorized Representative



**EXHIBIT C**

TAX LEVIES  
[to come]

CIP Bonds

Street Reconstruction Bonds

DAKOTA COUNTY AUDITOR'S  
CERTIFICATE AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Dakota County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on April 20, 2026, by the City Council of Lakeville, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Bonds, Series 2026A dated the date of issuance thereof.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand and official seal on the \_\_\_\_ day of \_\_\_\_, 2026.

\_\_\_\_\_  
Dakota County Auditor

(SEAL)



## Rating Action: Moody's Ratings assigns Aaa to Lakeville, MN's GO Bonds, Series 2026A

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08 Apr 2026

New York, April 08, 2026 -- Moody's Ratings (Moody's) has assigned a Aaa rating to the City of Lakeville, MN's General Obligation Bonds, Series 2026A with an expected par amount of \$38 million. We maintain the city's issuer and outstanding general obligation unlimited tax (GOULT) ratings at Aaa. Post issuance, the city will have approximately \$186 million of debt outstanding.

### RATINGS RATIONALE

The Aaa issuer rating reflects the city's growing economy in the Twin Cities metro with very strong resident incomes over 165% of the US and a high full value per capita approaching \$190,000. The available fund balance ratio at the close of fiscal 2024 (year-end Dec. 31) was about 88% of revenue. The city will continue adding to reserves through fiscal 2027, after which it will begin using a portion of its reserves committed for capital projects to address ongoing capital improvements across the city. Despite the planned use of reserves, the available fund balance ratio will likely continue exceeding 50%, which is strong. Leverage, inclusive of the upcoming issuance, will be around 215% of revenue and will continue to increase as the city issues additional debt for remaining capital improvements.

The Aaa rating on the GOULT bonds is at the same level as the city's issuer rating because the city has pledged its full faith, credit and taxing power for repayment of the bonds.

### RATING OUTLOOK

We do not assign outlooks to local governments with this amount of debt outstanding.

### FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- N/A

### FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- An available fund balance ratio consistently below 50%
- Significant increase in leverage in excess of 300% of revenue

### PROFILE

The City of Lakeville is located about 20 miles south of downtown Minneapolis and encompasses nearly 40 square miles in Dakota County. The city serves a rapidly growing population with nearly 75,000 residents. The city's primary functions include general government administration, police and fire protection, street maintenance, engineering, planning and zoning, parks and recreation, and community and economic development services. The city also operates two enterprise funds for four off-sale liquor stores and a water, sanitary sewer, streetlight and environmental resources utility.

### METHODOLOGY

The principal methodology used in this rating was US Cities and Counties Published in December 2025 and available at <https://ratings.moodys.com/rmc-documents/455983>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

#### REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

For any affected securities or rated entities receiving direct credit support/credit substitution from another entity or entities subject to a credit rating action (the supporting entity), and whose ratings may change as a result of a credit rating action as to the supporting entity, the associated regulatory disclosures will relate to the supporting entity. Exceptions to this approach may be applicable in certain jurisdictions.

For ratings issued on a program, series, category/class of debt or security, certain regulatory disclosures applicable to each rating of a subsequently issued bond or note of the same series, category/class of debt, or security, or pursuant to a program for which the ratings are derived exclusively from existing ratings, in accordance with Moody's rating practices, can be found in the most recent Credit Rating Announcement related to the same class of Credit Rating.

For provisional ratings, the Credit Rating Announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating.

Moody's does not always publish a separate Credit Rating Announcement for each Credit Rating assigned in the Anticipated Ratings Process or Subsequent Ratings Process.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see <https://ratings.moodys.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the issuer/deal page on <https://ratings.moodys.com> for additional regulatory disclosures for each credit rating.

Benjamin VanMetre  
Lead Analyst

Gera McGuire  
Additional Contact

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Additional Contact

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Client Service: 1 212 553 1653

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**Date:** 4/20/2026

## **Review Proposed Changes to Lodging Tax Ordinance**

### **Proposed Action**

Review and discuss Lodging Tax Ordinance proposed changes.

### **Overview**

In light of the City's recent permitting requirements for short-term rentals, finance staff reviewed the existing Lodging Tax Ordinance for compliance with Minnesota statutes § 469.190 and to determine whether updates were needed to address these properties. To support effective administration and tracking of lodging tax remittances, staff developed a registration form and updated the City's lodging tax return to include clarifying language and instructions. The City Attorney has reviewed and approved the suggested ordinance edits.

For council awareness, rental platforms (AirBNB, VRBO) will only remit lodging taxes along with their MN Sales tax forms to the State. For any city to collect lodging taxes on these types of rentals, they would need to register with the State's collection program as the City of Plymouth did in 2023 and Northfield is currently doing.

### **Supporting Information**

1. Lodging Tax Ordinance 3-17\_Original
2. Lodging Tax Ordinance 3-17\_Redlined
3. Lodging Tax Ordinance 3-17\_As Amended

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Julie Stahl, Finance Director</p>
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# Chapter 17

## LOCAL LODGING TAX

### 3-17-1: DEFINITIONS:

Unless otherwise expressly stated, wherever used in this Chapter, the following words shall have the meanings given to them by this Section.

**LODGING:** The furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, or resort, other than the renting or leasing of it for a continuous period of thirty (30) days or more.

**OPERATOR:** A person who provides lodging to others, or any office, agent or employee of such person. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### 3-17-2: IMPOSITION OF TAX:

There is hereby imposed a tax of three percent (3%) on the gross receipts from the furnishing for consideration of lodging. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### 3-17-3: COLLECTION:

Each operator shall collect the tax imposed by this Chapter at the time rent is paid. The tax collections shall be held in trust by the operator for the City. The amount of tax shall be separately stated from the rent charged for the lodging. (Ord. 573, sec. 1, 4-15-1996, eff. 6-1-1996)

### 3-17-4: PAYMENT AND RETURNS:

The taxes imposed by this Chapter shall be paid by the operator to the City not later than twenty five (25) days after the end of the month in which the taxes were collected. At the time of payment the operator shall submit a return upon such forms and containing such information as the City may require. The return shall contain the following minimum information:

- A. The total amount of rent collected for lodging during the period covered by the return.
- B. The amount of tax required to be collected and due for the period.
- C. The signature of the person filing the return or that of his agent duly authorized in writing.

D. The period covered by the return.

E. The amount of uncollectible rental charges subject to the lodging tax.

The operator may offset against the taxes payable with respect to any reporting period, the amount of taxes imposed by this Chapter previously paid as a result of any transaction the consideration for which became uncollectible during such reporting period, but only in proportion to the portion of such consideration which became uncollectible. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-5: EXAMINATION OF RETURN, ADJUSTMENTS, NOTICES AND DEMANDS:**

After a return is filed, the City shall examine it and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The tax computed on the basis of such examination shall be the tax to be paid. If the tax due is found to be greater than that paid, such excess shall be paid to the City within ten (10) days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded to the person who paid the tax to the City within ten (10) days after determination of such refund. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-6: REFUNDS:**

Any person may apply to the City for a refund of taxes paid for a prescribed period in excess of the amount legally due for that period, provided that no application for refund shall be considered unless filed within one year after such tax was paid, or within one year from the filing of the return, whichever period is the longer. The City shall examine the claim and make and file written findings thereon denying or allowing the claim in whole or in part and shall mail a notice thereof by registered mail to such person at the address stated upon the return. If such claim is allowed in whole or in part, the City shall credit the amount of the allowance against any taxes due under this Chapter from the claimant and the balance of the allowance, if any, shall be paid by the City to the claimant. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-7: FAILURE TO FILE A RETURN:**

If any operator required by this Chapter to file a return shall fail to do so within the time prescribed, or shall make, wilfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five (5) days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such person shall fail to file such return or corrected return, the City shall make a return or corrected return, for such person from such knowledge and information as the City can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid within five (5) days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City shall be prima facie correct and valid, and

such person shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto. If any portion of a tax imposed by this Chapter, including penalties thereon, is not paid within thirty (30) days after it is required to be paid, the City Attorney may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action. Upon a showing of good cause, the City may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this Chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-8: PENALTIES:**

If any tax imposed by this Chapter is not paid within the time therein specified for the payment, or an extension thereof, there shall be added thereto a specific penalty equal to ten percent (10%) of the amount remaining unpaid. The amount of tax not timely paid, together with any penalty provided by this Section, shall bear interest at the rate of eight percent (8%) per annum from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-9: VIOLATIONS:**

Any person who shall wilfully fail to make a return required by this Chapter; or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this Chapter after written demand for such payment or who shall refuse to permit the City to examine the books, records and papers under his or her control, or who shall wilfully make any incomplete, false or fraudulent return shall be guilty of a misdemeanor. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-10: USE OF PROCEEDS:**

Ninety five percent (95%) of the proceeds obtained from the collection of taxes pursuant to this Chapter shall be used in accordance with Minnesota Statutes, section 469.190 as the same may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-11: APPEALS:**

Any operator aggrieved by any notice, order or determination made by the City under this Chapter may file a petition for review of such notice, order or determination detailing the operator's reasons for contesting the notice, order or determination. The petition shall contain the name of the petitioner, the petitioner's address and the location of the lodging subject to the order, notice or determination. The petition for review shall be filed with the City Clerk within ten (10) days after the notice, order or determination for which review is sought has been mailed or served upon the person requesting review. Upon receipt of the petition the City Administrator, or the Administrator's designee, shall set a date for a hearing and give the petitioner at least five (5) days' prior written notice of the date, time and place of the hearing. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order or determination should be modified or withdrawn. The petitioner may be

represented by counsel of petitioner's choosing at petitioner's own expense. The hearing shall be conducted by the City Administrator or the Administrator's designee, provided only that the person conducting the hearing shall not have participated in the drafting of the order, notice or determination for which review is sought. The person conducting the hearing shall make written findings of fact and conclusions based upon the applicable sections of this Chapter and the evidence presented. The person conducting the hearing may affirm, reverse or modify the notice, order or determination made by the City. Any decision rendered by the City Administrator pursuant to this Section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City Clerk within ten (10) days after the decision has been mailed to the petitioner. The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse or affirm the decision of the City Administrator or his designee upon the same standards as set forth in this Section. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

## Chapter 17 LOCAL LODGING TAX

### 3-17-1: **PURPOSE;** DEFINITIONS:

A) Purpose. In order to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center it is in the best interest of the City to impose a local lodging tax in accordance with Minnesota Statutes.

B) Definitions. Unless otherwise expressly stated, wherever used in this Chapter, the following words shall have the meanings given to them by this Section.

CITY: The City of Lakeville, Minnesota, acting by or through its duly authorized representative(s).

LODGING: The furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, **bed and breakfast, short-term residential rental,** or resort, other than the renting or leasing of it for a continuous period of thirty (30) days or more. **The furnishing of rooms owned by religious, educational or non-profit organizations for self-sponsored activities shall not constitute lodging for purposes of this chapter.**

OPERATOR: Any person who **has charge, care or control of a building, tourist court, bed and breakfast, resort or rooming house in the city, or part thereof, in which dwelling units or rooming units are let, whether in the capacity of owner, lessee, sublessee, licensee or any other capacity and** provides lodging to others, or any office, agent or employee of such person. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

PERSON: Any individual, corporation, partnership, association, limited liability company or partnership, estate, receiver, trustee, executor, administrator, assignee, syndicate, or any other combination of individuals. Whenever the term "person" is used in any provision of this article prescribing and imposing a penalty, the term as applied to a corporation, association, or partnership shall mean the officers, or partners thereof as the case may be.

SHORT-TERM RESIDENTIAL RENTAL: A rental dwelling or rental dwelling unit that is offered to transient guests for a period of less than 30 consecutive days. Including, but not limited to, VRBO's, AirBNB, HomeAway and other vacation rentals.

### 3-17-2: IMPOSITION OF TAX:

Pursuant to M.S. § 469.190, as it may be amended from time to time, there is hereby imposed a tax of three percent (3%) on the gross receipts from the furnishing for consideration of lodging. **The tax shall be stated and charged separately and shall be collected by the operator from the lodger. The tax collected by the operator shall be a debt owed by the operator to the City and shall be extinguished only by payment to the City. In no case shall the tax imposed by this section upon an operator exceed the amount of tax which the operator is authorized and required by this article to collect from lodger.** (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### 3-17-3: REGISTRATION AND COLLECTION:

A. Registration with the City for lodging tax purposes shall be required prior to commencing lodging operations.

B. Each operator shall collect the tax imposed by this Chapter at the time the rent charge for the accommodation is paid. The tax collections shall be held in trust by the operator for the City. The amount of tax shall be separately stated from the rent charged for the lodging. (Ord. 573, sec. 1, 4-15-1996, eff. 6-1-1996)

**Commented [TG1]:** See attached ordinance - a permit is required.

### 3-17-4: EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. No tax shall be imposed on rent for lodging paid by any officer or employee of a foreign government who is exempt by reason of express provisions of federal law or international treaty.

B. Exemptions. An exemption shall be granted to any person as to whom or whose occupancy it is beyond the power of the City to tax. No exemption shall be granted, except upon a claim therefore made at the time the rent is collected, and this claim shall be made in writing and under penalty of perjury on forms provided by the City. All these claims shall be forwarded to the City when the returns and collections are submitted as required by this chapter.

C. The lodging tax shall not apply to furnishing for consideration of lodging for a continuous period of thirty (30) days or more to the same lodger under an enforceable written agreement that may not be terminated without prior notice and including accommodations intermediary services provided in connection with other services.

### 3-17-54: PAYMENT AND RETURNS:

Operators shall submit a monthly lodging tax return, including months in which no tax is due, using the form or online system provided by the City no later than twenty (20) days after the end of the reporting month. Payment of the tax shall be due within twenty-five (25) days after the end of the reporting month. The taxes imposed by this Chapter shall be paid by the operator to the City not later than twenty five (25) days after the end of the month in which the taxes were collected. At the time of payment the operator shall submit a return upon such forms and containing such information as the City may require. The return shall contain the following minimum information:

- A. The total amount of rent collected for lodging during the period covered by the return.
- B. The amount of tax required to be collected and due for the period.
- C. The signature of the person filing the return or that of his agent duly authorized in writing.

D. The period covered by the return.

E. The amount of uncollectible rental charges subject to the lodging tax.

The operator may offset against the taxes payable with respect to any reporting period, the amount of taxes imposed by this Chapter previously paid as a result of any transaction the consideration for which became uncollectible during such reporting period, but only in proportion to the portion of such consideration which became uncollectible. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-65: EXAMINATION OF RETURN, ADJUSTMENTS, NOTICES AND DEMANDS:**

After a return is filed, the City shall examine it and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The tax computed on the basis of such examination shall be the tax to be paid. If the tax due is found to be greater than that paid, such excess shall be paid to the City within ten (10) days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded to the person who paid the tax to the City within ten (10) days after determination of such refund. Operators are required to keep all records, including written agreements for lodging and/or platform agreements, for at least three (3) years. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-76: REFUNDS:**

Any person may apply to the City for a refund of taxes paid for a prescribed period in excess of the amount legally due for that period, provided that no application for refund shall be considered unless filed within one year after such tax was paid, or within one year from the filing of the return, whichever period is the longer. The City shall examine the claim and make and file written findings thereon denying or allowing the claim in whole or in part and shall mail a notice thereof by registered mail to such person at the address stated upon the return. If such claim is allowed in whole or in part, the City shall credit the amount of the allowance against any taxes due under this Chapter from the claimant and the balance of the allowance, if any, shall be paid by the City to the claimant. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-87: FAILURE TO FILE A RETURN:**

A) If any operator required by this Chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five (5) days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such person shall fail to file such return or corrected return, the City shall make a return or corrected return, for such person from such knowledge and information as the City can obtain, and assess a tax on the basis thereof, which tax (less any payments

thereof made on account of the tax for the taxable period covered by such return) shall be paid within five (5) days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto.

**B)** If any portion of a tax imposed by this Chapter, including penalties thereon, is not paid within thirty (30) days after it is required to be paid, the City Attorney may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action. Upon a showing of good cause, the City may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this Chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-98: PENALTIES:**

If any tax imposed by this Chapter is not paid within the time therein specified for the payment, or an extension thereof, there shall be added thereto a specific penalty equal to ten percent (10%) of the amount remaining unpaid. The amount of tax not timely paid, together with any penalty provided by this Section, shall bear interest at the rate of eight percent (8%) per annum from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-109: VIOLATIONS:**

Any person who shall willfully fail to make a return required by this Chapter; or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this Chapter after written demand for such payment or who shall refuse to permit the City to examine the books, records and papers under his or her control, or who shall willfully make any incomplete, false or fraudulent return shall be guilty of a misdemeanor. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-110: USE DISPOSITION OF PROCEEDS:**

Ninety five percent (95%) of the proceeds obtained from the collection of taxes pursuant to this Chapter shall be used in accordance with Minnesota Statutes, section 469.190 as the same may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center. The City may retain a maximum of five percent (5%) for administrative costs. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-124: APPEALS:**

Any operator aggrieved by any notice, order or determination made by the City under this Chapter may file a petition for review of such notice, order or determination detailing the operator's reasons for contesting the notice, order or determination. The petition shall contain the name of the petitioner, the petitioner's address and the location of the lodging subject to the order, notice or determination. The petition for review shall be filed with the

City Clerk within ten (10) days after the notice, order or determination for which review is sought has been mailed or served upon the person requesting review. Upon receipt of the petition the City Administrator, or the Administrator's designee, shall set a date for a hearing and give the petitioner at least five (5) days' prior written notice of the date, time and place of the hearing. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order or determination should be modified or withdrawn. The petitioner may be represented by counsel of petitioner's choosing at petitioner's own expense. The hearing shall be conducted by the City Administrator or the Administrator's designee, provided only that the person conducting the hearing shall not have participated in the drafting of the order, notice or determination for which review is sought. The person conducting the hearing shall make written findings of fact and conclusions based upon the applicable sections of this Chapter and the evidence presented. The person conducting the hearing may affirm, reverse or modify the notice, order or determination made by the City. Any decision rendered by the City Administrator pursuant to this Section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City Clerk within ten (10) days after the decision has been mailed to the petitioner. The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse or affirm the decision of the City Administrator or his designee upon the same standards as set forth in this Section. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

# Chapter 17

## LOCAL LODGING TAX

### 3-17-1: PURPOSE; DEFINITIONS:

A) Purpose. In order to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center it is in the best interest of the City to impose a local lodging tax in accordance with Minnesota Statutes.

B) Definitions. Unless otherwise expressly stated, wherever used in this Chapter, the following words shall have the meanings given to them by this Section.

**CITY:** The City of Lakeville, Minnesota, acting by or through its duly authorized representative(s).

**LODGING:** The furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, bed and breakfast, short-term residential rental, or resort, other than the renting or leasing of it for a continuous period of thirty (30) days or more. The furnishing of rooms owned by religious, educational or non-profit organizations for self-sponsored activities shall not constitute lodging for purposes of this chapter.

**OPERATOR:** Any person who has charge, care or control of a building, tourist court, bed and breakfast, resort or rooming house in the city, or part thereof, in which dwelling units or rooming units are let, whether in the capacity of owner, lessee, sublessee, licensee or any other capacity and provides lodging to others, or any office, agent or employee of such person. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

**PERSON:** Any individual, corporation, partnership, association, limited liability company or partnership, estate, receiver, trustee, executor, administrator, assignee, syndicate, or any other combination of individuals. Whenever the term "person" is used in any provision of this article prescribing and imposing a penalty, the term as applied to a corporation, association, or partnership shall mean the officers, or partners thereof as the case may be.

**SHORT-TERM RESIDENTIAL RENTAL:** A rental dwelling or rental dwelling unit that is offered to transient guests for a period of less than 30 consecutive days. Including, but not limited to, VRBO's, AirBNB, HomeAway and other vacation rentals.

### 3-17-2: IMPOSITION OF TAX:

Pursuant to M.S. § 469.190, as it may be amended from time to time there is hereby imposed a tax of three percent (3%) on the gross receipts from the furnishing for consideration of lodging. The tax shall be stated and charged separately and shall be collected by the operator from the lodger. The tax collected by the operator shall be a debt owed by the operator to the City and shall be extinguished only by payment to the City. In no case shall the tax imposed by this section upon an operator exceed the amount of tax which the operator is authorized and required by this article to collect from lodger. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-3: REGISTRATION AND COLLECTION:**

A. Registration with the City for lodging tax purposes shall be required prior to commencing lodging operations.

B. Each operator shall collect the tax imposed by this Chapter at the time the rent charge for the accommodation is paid. The tax collections shall be held in trust by the operator for the City. The amount of tax shall be separately stated from the rent charged for the lodging. (Ord. 573, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-4: EXCEPTIONS AND EXEMPTIONS:**

- A. Exceptions. No tax shall be imposed on rent for lodging paid by any officer or employee of a foreign government who is exempt by reason of express provisions of federal law or international treaty.
- B. Exemptions. An exemption shall be granted to any person as to whom or whose occupancy it is beyond the power of the City to tax. No exemption shall be granted, except upon a claim therefore made at the time the rent is collected, and this claim shall be made in writing and under penalty of perjury on forms provided by the City. All these claims shall be forwarded to the City when the returns and collections are submitted as required by this chapter.
- C. The lodging tax shall not apply to furnishing for consideration of lodging for a continuous period of thirty (30) days or more to the same lodger under an enforceable written agreement that may not be terminated without prior notice and including accommodations intermediary services provided in connection with other services.

### **3-17-5: PAYMENT AND RETURNS:**

Operators shall submit a monthly lodging tax return, including months in which no tax is due, using the form or online system provided by the City no later than twenty (20) days after the end of the reporting month. Payment of the tax shall be due within twenty-five (25) days after the end of the reporting month. The return shall contain the following minimum information:

- A. The total amount of rent collected for lodging during the period covered by the return.
- B. The amount of tax required to be collected and due for the period.
- C. The signature of the person filing the return or that of his agent duly authorized in writing.
- D. The period covered by the return.

E. The amount of uncollectible rental charges subject to the lodging tax.

The operator may offset against the taxes payable with respect to any reporting period, the amount of taxes imposed by this Chapter previously paid as a result of any transaction the consideration for which became uncollectible during such reporting period, but only in proportion to the portion of such consideration which became uncollectible. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-6: EXAMINATION OF RETURN, ADJUSTMENTS, NOTICES AND DEMANDS:**

After a return is filed, the City shall examine it and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The tax computed on the basis of such examination shall be the tax to be paid. If the tax due is found to be greater than that paid, such excess shall be paid to the City within ten (10) days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded to the person who paid the tax to the City within ten (10) days after determination of such refund. Operators are required to keep all records, including written agreements for lodging and/or platform agreements, for at least three (3) years. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-7: REFUNDS:**

Any person may apply to the City for a refund of taxes paid for a prescribed period in excess of the amount legally due for that period, provided that no application for refund shall be considered unless filed within one year after such tax was paid, or within one year from the filing of the return, whichever period is the longer. The City shall examine the claim and make and file written findings thereon denying or allowing the claim in whole or in part and shall mail a notice thereof by registered mail to such person at the address stated upon the return. If such claim is allowed in whole or in part, the City shall credit the amount of the allowance against any taxes due under this Chapter from the claimant and the balance of the allowance, if any, shall be paid by the City to the claimant. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-8: FAILURE TO FILE A RETURN:**

A) If any operator required by this Chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five (5) days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such person shall fail to file such return or corrected return, the City shall make a return or corrected return, for such person from such knowledge and information as the City can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid within five (5) days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto.

B) If any portion of a tax imposed by this Chapter, including penalties thereon, is not paid within thirty (30) days after it is required to be paid, the City Attorney may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action. Upon a showing of good cause, the City may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this Chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-9: PENALTIES:**

If any tax imposed by this Chapter is not paid within the time therein specified for the payment, or an extension thereof, there shall be added thereto a specific penalty equal to ten percent (10%) of the amount remaining unpaid. The amount of tax not timely paid, together with any penalty provided by this Section, shall bear interest at the rate of eight percent (8%) per annum from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-10: VIOLATIONS:**

Any person who shall willfully fail to make a return required by this Chapter; or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this Chapter after written demand for such payment or who shall refuse to permit the City to examine the books, records and papers under his or her control, or who shall willfully make any incomplete, false or fraudulent return shall be guilty of a misdemeanor. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-11: DISPOSITION OF PROCEEDS:**

Ninety five percent (95%) of the proceeds obtained from the collection of taxes pursuant to this Chapter shall be used in accordance with Minnesota Statutes, section 469.190 as the same may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center. The City may retain a maximum of five percent (5%) for administrative costs. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)

### **3-17-12: APPEALS:**

Any operator aggrieved by any notice, order or determination made by the City under this Chapter may file a petition for review of such notice, order or determination detailing the operator's reasons for contesting the notice, order or determination. The petition shall contain the name of the petitioner, the petitioner's address and the location of the lodging subject to the order, notice or determination. The petition for review shall be filed with the City Clerk within ten (10) days after the notice, order or determination for which review is sought has been mailed or served upon the person requesting review. Upon receipt of the petition the City Administrator, or the Administrator's designee, shall set a date for a hearing and give the petitioner at least five (5) days' prior written notice of the date, time and place of the hearing. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order or determination should be modified or withdrawn. The petitioner may be

represented by counsel of petitioner's choosing at petitioner's own expense. The hearing shall be conducted by the City Administrator or the Administrator's designee, provided only that the person conducting the hearing shall not have participated in the drafting of the order, notice or determination for which review is sought. The person conducting the hearing shall make written findings of fact and conclusions based upon the applicable sections of this Chapter and the evidence presented. The person conducting the hearing may affirm, reverse or modify the notice, order or determination made by the City. Any decision rendered by the City Administrator pursuant to this Section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City Clerk within ten (10) days after the decision has been mailed to the petitioner. The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse or affirm the decision of the City Administrator or his designee upon the same standards as set forth in this Section. (Ord. 576, sec. 1, 4-15-1996, eff. 6-1-1996)



**Date:** 4/20/2026

## **Dakota County CDA Proposal for Housing within Dodd Commons Plat**

### **Proposed Action**

Staff recommends adoption of the following motion: Provide direction to staff on how to proceed with a proposal by the Dakota County CDA for housing on city-owned property within the Dodd Commons plat.

### **Overview**

The Dodd Commons Plat established one lot for the new fire station and a 6.6-acre outlot intended for future development. City staff have been in discussions with the Dakota County Community Development Agency (CDA) regarding a potential housing development on the remaining site. The proposal includes a senior apartment building on the southern portion of the property and rental family townhomes on the northern portion.

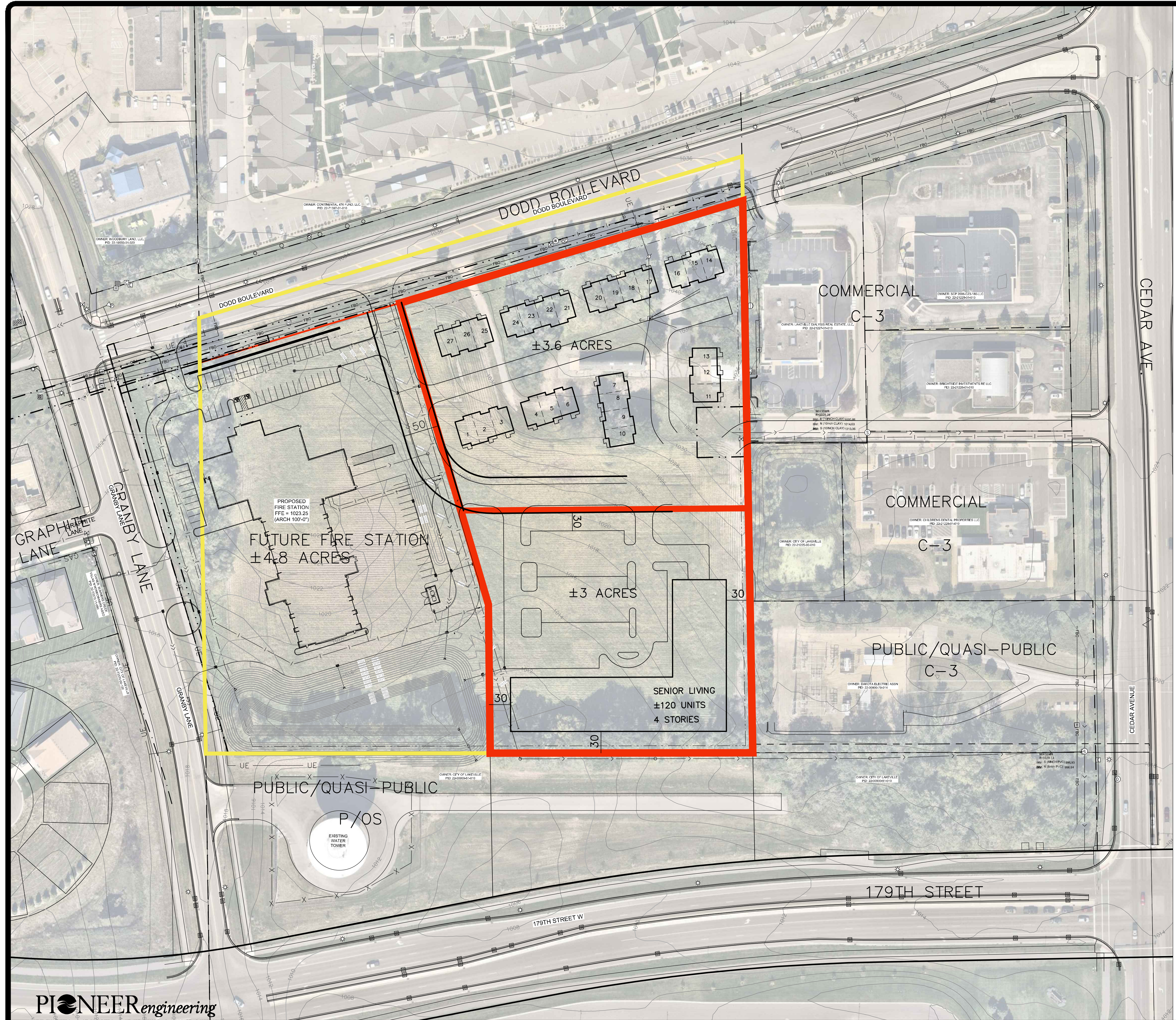
The senior apartment building is proposed as a four-story structure containing approximately 120 units (similar to existing buildings in Lakeville including Winsor Plaza, Main Street Manor and Crossroads Commons). The townhome component would include 27 rental units. All units are expected to be income-restricted helping address the identified need for affordable rental housing for both seniors and families within the community.

The property is currently guided and zoned for commercial use. Therefore, a Comprehensive Plan amendment and rezoning will be required to accommodate the proposed residential development. The site presents challenges for commercial development, particularly due to restricted access and limited visibility on the southern portion of the property.

### **Supporting Information**

1. CDA Concept Plan

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> A Home for All Ages and Stages of Life <b>Report Completed by:</b> Tina Goodroad, Community Development Director</p>
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SITE DATA:

GROSS AREA: ±6.6 ACRES (within red line)  
 SOUTH SIDE: ±3 ACRES  
 NORTH SIDE: ±3.6 ACRES

2040 GUIDE PLAN: COMMERCIAL  
 CURRENT ZONING: C-3

PROPOSED LAND USE: HIGH DENSITY RESIDENTIAL (9-26 UNITS/ACRE)

PROPOSED ZONING:

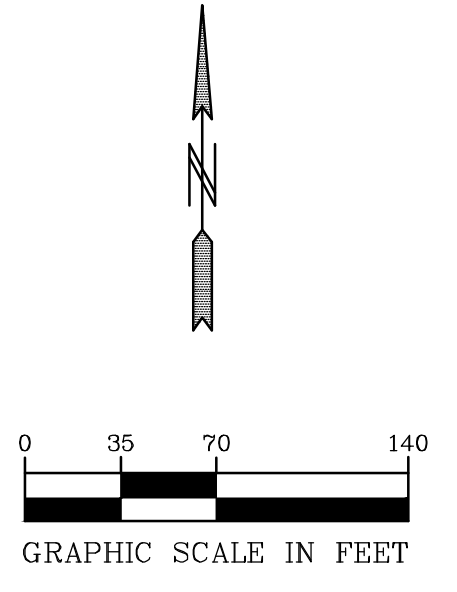
RM-1 TOWNHOMES (NORTH)  
 BASE LOT SETBACK: 30'  
 SETBACK BETWEEN BUILDINGS: 20'  
 ROAD SETBACK: 30' FROM PRIVATE DRIVES, 25' FROM ROW, 15' FROM PARKING AREAS  
 BUFFER YARD LANDSCAPING REQUIRED ON DODD

RH-1 APARTMENTS  
 BASE LOT SETBACK: 30'  
 ROAD SETBACK: 30' FROM PRIVATE DRIVES, 20' FROM ROW, 15' FROM PARKING AREAS.

SOUTH SIDE:  
 PROPOSED UNITS: 120 APARTMENTS ON ±3 ACRES  
 NET DENSITY: ±40 UNITS/ACRE

NORTH SIDE:  
 PROPOSED UNITS: 27 UNITS ON ±3.6 ACRES  
 NET DENSITY: ±7.5 UNITS/ACRE

OVERALL:  
 PROPOSED UNITS: 147 ON ±6.6 ACRES  
 NET DENSITY: 22.3 UNITS/ACRE



CONCEPT BASED ON AVAILABLE DATA  
 NO ENGINEERING  
 NO SURVEYING  
 WETLANDS HAVE NOT BEEN DELINEATED  
 CONCEPT SUBJECT TO CHANGE WITHOUT NOTICE



2422 Enterprise Drive  
 Mendota Heights, MN 55120  
 (651) 681-1914  
 Fax: 681-9488  
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.  
 Name: Jennifer L. Thompson  
 Reg. No.: 44763  
 Date:

Revisions  
 Date: 3-17-2026  
 Designed: JLT  
 Drawn: JLT

CONCEPT PLAN 09

DAKOTA COUNTY

DODD ROAD PROPERTY  
 LAKEVILLE, MINNESOTA

1 OF 1