



## **AGENDA CITY COUNCIL MEETING**

**May 4, 2026 - 6:00 PM  
City Hall Council Chambers**

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
  - a. Recognition of Lakeville Fastpitch for AED Donation to Aronson Park
  - b. Lakeville Lions Grand Prairie Park Splashpad Donation Presentation
  - c. Police Department Quarterly Report
6. Consent Agenda
  - a. Check Register Summary
  - b. Minutes of the 04/20/2026 City Council Meeting
  - c. Supplemental Agreement with Bolton & Menk for Professional Services for Judicial Road Improvements between 205th Street and 185<sup>th</sup> Street
  - d. Resolution Approving Easement Agreement with Dakota Electric Association
  - e. Proposal from Novak Companies LLC for Highview Heights Park Hockey Rink Sleeves
  - f. Agreement with Hartmann Well Drilling for Lake Marion Greenway Shelter and Restrooms Water Service Installation

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- g. Accepting Phase 1 Bids for New Fire Station Two
- h. Supplemental Agreement with WSB for Professional Services for Retaining Wall Construction Inspection for Citywide Trail Gap Improvements
- i. Resolutions Awarding Construction Contracts and Authorizing Funding for Lake Marion Greenway and Ritter Farm Park Trailhead
- j. Approve Amended Lodging Tax Ordinance 3-17
- k. Supplemental Agreement with WSB and Associates for Professional Services associated with City Project 26-02
- l. Professional Service Agreement for the Satellite Water Treatment Plant
- m. Ordinance Amending Title 7, Chapter 1 of Lakeville City Code Concerning Park Hours
- n. Change Order for the 2025 Miscellaneous Improvements Project in Include Trail Improvements
- o. Agreement with Friedges Landscaping Inc. for Highview Heights Park Hockey Rink Site Improvements
- p. Agreement with New Look Contracting and Budget Resolution for Kenrick Avenue Retaining Wall and Drainage Repairs, City Project 26-16.
- q. Amending 2026 Park & Trail Improvement Fund Budget
- r. Amendment to 2025-2027 Generator Service and Maintenance Contract
- s. Proposal from StayCations Outdoor Design for the Pioneer Plaza Water Feature Replacement
- t. Contract for Annual Hydrant Painting
- u. North Creek Second Addition Final Plat
- v. Approve updates to Finance Section 4 of Lakeville Policy Manual
- w. Resolution Approving Off-Site Charitable Gambling Permit for the Lakeville South Football Association

7. Action Items

- a. Public Hearing on the application for Lakeville Baseball Association to hold an On-Sale Wine and Strong Beer License
- b. Globus Business Park - Preliminary Plat and Conditional Use Permit
- c. Haven at Lake Marion preliminary plat

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.

10. Council/Committee Updates

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11. Announcements

- a. Next City Council Meeting Monday, May 18, 2026

12. Adjourn



Date: 5/4/2026

### Check Register Summary

#### Proposed Action

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

#### Overview

Checks	329287 - 329461	\$655,349.30
ACH/EFT	25052 - 25198	\$4,123,954.72
Total		\$4,779,304.02

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. 04.21.26 CKSUM-ACH-EFT
2. 04.21.26 CKSUM-Checks
3. Check Register 04.21.26 for May 4, 2026 Council Mtg - ACH-EFT
4. Check Register 04.21.26 for May 4, 2026 Council Mtg - Checks

<p><b>Financial Impact:</b> \$4,779,304.02    <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

	Amount
1000 GENERAL FUND	584,728.73
4000 BUILDING FUND	286,730.72
4100 EQUIPMENT FUND	17.80
4200 PARK DEDICATION FUND	14,875.00
4401 TRAIL IMPRVMT->F4500 IN 2026	33,031.25
4710 2023A PARK BONDS	1,566.25
4720 2024A PARK BONDS	284.00
5200 STATE AID CONSTRUCTION FUND	1,848,554.29
5300 PAVEMENT MANAGEMENT FUND	3,889.00
6000 IMPROVEMENT CONSTRUCTION FUND	624.00
6597 2025 STREET PROJECTS	2,751.50
6611 2026 STREET PROJECTS	7,588.50
7450 ENVIRONMENTAL RESOURCES FUND	2,947.35
7600 WATER FUND	277,855.72
7700 SEWER FUND	66,488.61
7800 LIQUOR FUND	430,503.14
8000 ESCROW FUND	1,440.00
9800 PAYROLL CLEARING FUND	560,078.86
9910 DEBT SERVICE	0.00
Report Total:	4,123,954.72

## CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	<b>Amount</b>
1000 GENERAL FUND	106,092.69
3120 2022A REFUNDING BONDS	375.00
3125 2025A FIRST CENTER	2,848.00
3251 2021A APEX ENERGY SAVINGS	375.00
3315 2011A IMPROVE BONDS	325.00
3702 2016A WATER REVENUE BONDS	375.00
4100 EQUIPMENT FUND	12,252.00
4125 TECHNOLOGY FUND	1,479.96
4720 2024A PARK BONDS	18,964.75
7450 ENVIRONMENTAL RESOURCES FUND	3,114.42
7575 STREET LIGHTING FUND	72,095.71
7600 WATER FUND	61,304.88
7700 SEWER FUND	5,446.19
7800 LIQUOR FUND	264,223.81
7900 MUNICIPAL RESERVES FUND	5,145.65
8000 ESCROW FUND	100,931.24
Report Total:	655,349.30



## MINUTES CITY COUNCIL MEETING

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

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

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

### 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; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director; Tana Wold, Liquor Operations Director; Michael Meyer, Fire Chief; Zach Johnson, City Engineer

### 3. **Citizen Comments**

None

### 4. **Additional agenda information**

Items 7a and 7b were switched in the agenda order.

### 5. **Presentations/Introductions**

#### a. **Proclamation - National Therapy Animal Day**

The City of Lakeville proclaimed National Therapy Animal Day. Mary Mittelstaedt was joined by her therapy dog, Duke Silver.

#### b. **Proclamation - National Day of Prayer**

The City of Lakeville proclaimed May 7, 2026, to be National Day of Prayer. Deb Anderson represented the Lakeville Task Force and gave an update on the National Day of Prayer event in Lakeville.

#### c. **Check Presentation — Donation to 360 Communities and the Open Door**

Liquor Operations Director, Tana Wold, presented a check donation to 360 Communities and the Open Door. Council also thanked Just Serve for their contributions to the community.

### 6. **Consent Agenda**

Motion was made by Wolter, seconded by Lee, to approve the Consent Agenda.  
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

- 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**
- 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. **Resolution Authorizing Issuance, Awarding Sale of 2026A GO Bonds \$36.145M**  
Finance Director Julie Stahl presented the bond sale results that took place on April 20. Jessica Greene presented the details of the results to Council.

Motion was made by Bermel, seconded by Wolter, to approve the Resolution Authorizing Issuance, Awarding Sale of 2026A GO Bonds \$36.145M.  
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

- b. **Residential Interim Ordinance**  
Tina Goodroad presented the Interim Ordinance that was discussed at a previous Work Session.

The following citizens spoke to the Council:  
Sunny Bowman, Dakota County Lumber Company  
Katie Gross, 22100 Penn Ave, New Market Township, MN  
Becky Wegscheid, Government Affairs Director for SPAAR  
Tony Khambata, 7515 74th Street S, Cottage Grove, MN  
Nick Erickson, Housing First Minnesota  
Rick Ringheisen, 20085 Italy Ave, Lakeville, MN  
Bob Erickson, 19081 Inndale Dr, Lakeville, MN  
Jim Steffen, 10310 104th St W, Lakeville, MN

Council discussed the Interim Ordinance and each member vocalized their position on the subject.

Motion was made by Lee, seconded by Wolter, to approve the Residential Interim Ordinance.

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

**8. Unfinished Business**

**9. New Business**

**a. Review Proposed Changes to Lodging Tax Ordinance**

Finance Director Julie Stahl presented to the Council proposed changes to the lodging tax ordinance that better suit the recent ordinances that were approved relating to short-term rentals.

**b. Dakota County CDA Proposal for Housing within Dodd Commons Plat**

Community Development Director Tina Goodroad presented to Council, looking for feedback on the plan and working towards a long-term purchasing agreement. Kari Gill, Deputy Executive Director of Dakota County Community Development Agency (CDA), also presented to the Council and discussed the potential partnership with the Dakota County CDA. She was joined by Dakota County Commissioner Mary Liz Holberg. Council was supportive of the proposed senior project and asked staff to further study the commercial viability of the northern parcel.

**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**

Motion was made by Bermel, seconded by Volk, to adjourn. Voice vote was taken on the motion. Ayes - None

Mayor Hellier adjourned the meeting at 7:31 PM.

Respectfully Submitted,

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Taylor Snider, Deputy City Clerk

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Luke M. Hellier, Mayor



Date: 5/4/2026

**Supplemental Agreement with Bolton & Menk for Professional Services  
for Judicial Road Improvements between 205<sup>th</sup> Street and 185<sup>th</sup> Street**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve Bolton & Menk supplemental agreement for professional services for preliminary and final engineering of Judicial Road Improvements between 205<sup>th</sup> Street and 185<sup>th</sup> Street, City Project 26-03.

**Overview**

The cities of Lakeville and Credit River are partnering to complete needed pavement and drainage improvements along Judicial Road between 205<sup>th</sup> Street and 185<sup>th</sup> Street (CSAH 60). This segment is programmed for rehabilitation in both cities' adopted Capital Improvement Plans. The work will include a mill and overlay of the roadway surface as well as replacement of aging storm sewer components to extend the service life of the corridor and improve long-term performance.

Bolton and Menk submitted a supplemental agreement to complete preliminary and final engineering in accordance with the City's Master Service Agreement dated September 20, 2021. Their scope includes base mapping, preparing construction plans, providing support during bidding and completing as-built documentation.

Lakeville will serve as the lead agency for design, bidding and construction. The two cities will share responsibilities and costs under a future Joint Powers Agreement currently being prepared. As the lead agency, the full amount of the amendment is shown in this memo; the City's estimated net cost is \$18,063.

**Supporting Information**

1. 2026.04.23 Bolton & Menk Proposal

<p><b>Financial Impact:</b> \$36,126    <b>Budgeted:</b> Yes    <b>Source:</b> G.O. Improvement Bonds <b>Envision Lakeville Community Values:</b> Design that Connects the Community <b>Report Completed by:</b> Jonathan Nelson, Assistant City Engineer</p>
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**BOLTON  
& MENK**

Real People. Real Solutions.

1224 Nicollet Avenue  
Burnsville, MN 55337

Phone: (952) 890-0509  
Bolton-Menk.com

April 23<sup>rd</sup>, 2026

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

RE: Judicial Road Mill and Overlay  
Engineering Services Proposal

Mr. Nelson,

Thank you for the opportunity to submit this proposal to complete engineering services for the Judicial Road Mill and overlay project.

### Project Understanding

The City of Lakeville is advancing the Judicial Road Mill and Overlay project, City Project 26-03, consisting of a 2-inch mill and overlay of Judicial Road from 185<sup>th</sup> Street West to 205<sup>th</sup> Street West. The City's construction services and engineering teams have completed topographic survey data collection and developed an initial base model. Additional refinement will be needed, particularly on the west side of the corridor, where adjacent parcel information requires reconciliation with available information from Dakota County GIS. Based on the information provided by City staff, we have developed the following work plan to guide project execution.

### Task 1 – Preliminary Design

Our project team will review and update the City's provided base file, reconciling gaps in property information compared to available Dakota County GIS data. We will identify state aid design requirements applicable to this project and develop preliminary typical sections for the mill and overlay areas.

### Task 2 – Final Design

Bolton & Menk will prepare complete construction plans in accordance with Minnesota State Aid standards and will manage the State Aid approval process throughout design. The City will contract directly with a geotechnical consultant to complete pavement evaluations, including pavement coring. We will incorporate the pavement coring results into the final pavement design. Project specifications and an engineer's estimate of probable construction costs will be developed and submitted to the City for review at the 90% and final design milestones. Based on discussions with City staff, it is assumed that utility work will be limited to the replacement of culverts and flared end sections in kind with respect to size, and that no disturbances to wetlands or environmentally sensitive areas will be required. It is our understanding that State Aid funds will not be utilized for the storm sewer improvements, and therefore State Aid hydraulic modeling and submittal will not be required.

### Task 3 –Bidding Support

It is assumed that City staff will lead the bidding process with the Bolton & Menk team providing bidding support. Our team will respond to contractor questions and assist with compiling necessary addenda. City staff will facilitate submitting and posting the advertisement for bid and will host the bid opening.

### Task 4 – As-Built Survey and Record Plans

An as-built survey of all modified structures within the project area will be completed by Bolton & Menk survey staff. Structures with no repairs called out on the plans will not be accounted for.

Additionally, City staff completing construction inspections will provide field notes for Bolton & Menk to prepare record plans for the project. A final pdf set of these drawings will be provided to the City for their records.

### Schedule

We are committed to following a project schedule that meets and exceeds the City’s expectations. Based on the information discussed with city staff, we anticipate following the schedule below:

Contract Authorization .....	May 2026
Design .....	May 2026
Bidding .....	June 2026
Construction .....	July - August 2026

### Proposed Fee

In accordance with the City of Lakeville’s project requirements, Bolton & Menk proposes completing the scope of work as described above for a not-to-exceed hourly fee of **\$ 36,126**. The fee breakdown for individual work tasks is tabulated in the attached detailed fee estimate.

This supplemental agreement is subject to the Master Agreement for Professional Engineering Services dated September 20, 2021

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Lakeville. We look forward to continuing to work with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to contact us.

Sincerely,

#### Bolton & Menk, Inc.



**Eric Seaburg, PE**  
Municipal Project Manager | Principal



**Jason Malecha, PE**  
Municipal Project Manager | Associate

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**Luke Hellier**  
Mayor, City of Lakeville

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**Ann Orlofsky**  
City Clerk, City of Lakeville





**Date:** 5/4/2026

## **Resolution Approving Easement Agreement with Dakota Electric Association**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the grant of a permanent, non-exclusive utility easement to Dakota Electric Association across City-owned property (Outlots A and B, Autumn Meadows Third Addition), and authorize execution of the Utility Easement Agreement.

### **Overview**

Dakota Electric Association (DEA) has requested a permanent, non-exclusive utility easement across City-owned property (Outlots A and B, Autumn Meadows Third Addition). This easement will allow DEA to install and operate underground electric utility infrastructure needed to support current and future service in the area. The location and limits of the easement are defined in the accompanying exhibits.

The easement grants DEA the authority to construct, maintain, repair and replace its underground electrical equipment within the designated area. The agreement includes provisions to minimize disruptions during construction, restore disturbed areas to pre-existing condition, comply with all applicable regulations, and protect the City from liability through indemnification and insurance requirements. If future City projects require relocation of these facilities, DEA will be responsible for completing that work at its own expense.

Approval of this easement supports continued reliable electric service for residents while ensuring the City maintains control over its property and infrastructure. There is no direct cost to the City associated with granting this easement.

### **Supporting Information**

1. 2026.05.04 Resolution Granting Easement
2. 2026.05.04 Utility Easement Agreement

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> Yes    <b>Source:</b> N/A <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> Grace Ellis, Graduate Engineer</p>
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**CITY OF LAKEVILLE**  
**RESOLUTION NO. 26-\_\_**

**RESOLUTION APPROVING GRANT OF PERMANENT, NON-EXCLUSIVE  
UTILITY EASEMENT TO DAKOTA ELECTRIC ASSOCIATION**

**WHEREAS**, the City of Lakeville owns certain real property legally described as Outlots A and B, Autumn Meadows Third Addition, Dakota County, Minnesota, according to the recorded plat thereof (“Properties”); and

**WHEREAS**, Dakota Electric Association has requested a permanent, non-exclusive utility easement over a portion of the Properties to install underground electric utilities; and

**WHEREAS**, the City Council finds that granting such easement will not interfere with the City’s use of the Properties and is in the public interest; and

**WHEREAS**, Minnesota Statutes authorize the City Council to convey interests in real property by resolution.

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

1. The City Council hereby approves the grant of a permanent, non-exclusive utility easement across the Properties as described in Exhibit A, substantially in the form of the Utility Easement Agreement attached hereto as Exhibit 1.
2. The Mayor and City Clerk are authorized and directed to execute the Utility Easement Agreement and any related documents on behalf of the City.
3. City staff is directed to ensure the Easement Agreement and all exhibits are properly recorded with the Dakota County Recorder’s Office.

**ADOPTED** by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

**CITY OF LAKEVILLE**

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

**ATTEST:**

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

*(Reserved for Recording Data)*

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**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT (“Agreement”)** made this 4<sup>th</sup> day of May 2026, by and between **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter referred to as "Grantor", and **DAKOTA ELECTRIC ASSOCIATION**, a Minnesota cooperative, hereinafter referred to as "Grantee".

**RECITALS**

**WHEREAS**, the Grantor is the owner of real property legally described as Outlots A and B, Autumn Meadows Third Addition, Dakota County, Minnesota, according to the recorded plat thereof (“Property”);

**WHEREAS**, Grantee has requested an easement over a portion of the Property to install underground electric utilities;

**WHEREAS**, Grantor is willing to grant an easement to Grantee subject to the terms of this Utility Easement Agreement;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor and the Grantee agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey to the Grantee, its successors and assigns, a non-exclusive easement to inspect, locate, erect, improve, construct, use, alter, add to, relocate, remove, operate, maintain, alter and repair an underground electric distribution line or system, underground conduit and/or cable lines for distributing electrical power, including, but not limited to, all wires, cables, hand holes, transformers, transformer enclosures, connection boxes, ground connection attachments, equipment and related accessories and appurtenances ("Utility Facilities") over, across, on, under, and through land situated within the County of Dakota, State of Minnesota, as legally described on the attached Exhibit A and depicted on the attached Exhibit B ("Easement Premises"). This grant of easement includes the rights of the Grantee, its contractors, agents, servants, and assigns, to enter upon the easement premises at all reasonable times to construct, reconstruct, inspect, repair, maintain, operate, replace, and remove Utility Facilities over, across, on, under, and through the Easement Premises.

2. Location of Utility Facilities. Utility Facilities shall be located and constructed so as not to interfere with the safety and convenience of ordinary travel along and over public ways and so as not to disrupt normal operation of any facilities used for providing sewer, water, or any other public utility service owned or operated by the City or agency thereof ("City Utility System"). Grantee's construction, operation, repair, maintenance and location of such facilities shall be subject to other ordinances or regulations of the City.

3. Grantee Protection of Utility Facilities. Grantee shall take reasonable measures to prevent the Grantee's Utility Facilities from causing damage to persons or property. Grantee shall take reasonable measures to protect the Utility Facilities from damage that could be inflicted on the facilities by persons, property, or the elements. Grantee shall take protective measures when the City performs work near the Utility Facilities, if given reasonable notice by the City of such work prior to its commencement.

4. Restoration. Upon completion of any work requiring the opening of the Easement Premises, Grantee shall, in all cases, place the Easement Premises in, on, under or across which the same are located in as good condition as they were prior to said operation. Grantee shall also maintain the same in good condition for two (2) years thereafter. The work shall be completed as promptly as weather permits, and if Grantee shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Easement Premises in the said condition, the City shall have, after demand to Grantee to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration at the expense of Grantee. Grantee shall pay to the City the cost of such work done for or performed by the City, including its administrative expenses and overhead. This remedy shall be in addition to any other remedy available to the City.

5. Permission for Excavation. Grantee shall not open or disturb the surface of the Easement Premises for any purpose without first having obtained permission from the City. Grantee may, however, open and disturb the Easement Premises without permission from the City where an emergency exists requiring the immediate repair of Utility Facilities. In such event Grantee shall notify the City by telephone to the office designated by the City before opening or disturbing the Easement Premises.

6. Public Projects. Whenever the City determines to vacate or convey its interest in the Easement Premises, or to grade or regrade the Easement Premises, or construct or reconstruct any City Utility System therein and shall, in the proper exercise of its police power, and with due regard to seasonable working conditions, when necessary, and after approval of its final plans have been obtained, order the Grantee to relocate permanently its Utility Facilities located in the Easement Premises. Grantee shall relocate its facilities at its own expense, and the City is not liable to Grantee for failure to specifically preserve an easement. The City shall give Grantee reasonable notice of its plans to vacate or convey its interest in the Easement Premises, or to grade or regrade the Easement Premises or to construct or reconstruct any City Utility System.

7. Other Projects. Grantee, at the request of the City, shall relocate, remove, replace or reconnect at its own expense its facilities where such relocation, removal, replacement or reconnection is necessitated by any other project authorized by the City in the Easement Premises, in the City Utility System, or any other public improvement, regardless of whether the project is temporary or permanent.

8. Indemnification. Grantee shall indemnify, keep and hold the City, its elected officials, officers, employees, and agents free and harmless from any and all liability on account of injury or death of persons or damage to or depreciation in value of property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of Grantee's property located in, on, over, under, or across the Easement Premises. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Grantee's plans or work.

9. Grantee to Defend Claims. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Grantee at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Grantee within a period wherein Grantee is not prejudiced by lack of such notice. If Grantee is required to indemnify and defend, it will thereafter have control of such litigation, but Grantee may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and Grantee, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

10. Insurance. Grantee shall, at all times during the term of this Agreement maintain comprehensive general liability insurance coverage of the Easement Premises in amounts equivalent, at a minimum, to the municipal liability limits in effect at any given time under Minnesota State Law.

11. Compliance with Applicable Laws. Grantee shall at all times comply with all applicable laws, ordinances, rules, regulations, and codes, federal, state, and local, whether now or hereafter promulgated or enacted. At no time shall the installation, operation, or maintenance of the system endanger or interfere with the safety of persons or property in the City.

12. Covenants Run with the Land. This Agreement shall be recorded among the land records of Dakota County, Minnesota, and shall constitute a covenant running with the land, and shall be binding on the Grantor and its successors and assigns.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute a single Agreement.

**IN TESTIMONY WHEREOF**, the Grantor and Grantee hereto has signed this Agreement the day and year first above written.

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

**GRANTOR:  
CITY OF LAKEVILLE**

(SEAL)

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

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

STATE OF MINNESOTA    )  
  (ss.  
COUNTY OF DAKOTA    )

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

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

**GRANTEE:  
DAKOTA ELECTRIC ASSOCIATION**

BY: \_\_\_\_\_  
Alex Nelson, System Design Manager

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of **DAKOTA ELECTRIC ASSOCIATION**, a Minnesota cooperative, on behalf of said entity.

\_\_\_\_\_  
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**

### **LEGAL DESCRIPTION OF EASEMENT PREMISES**

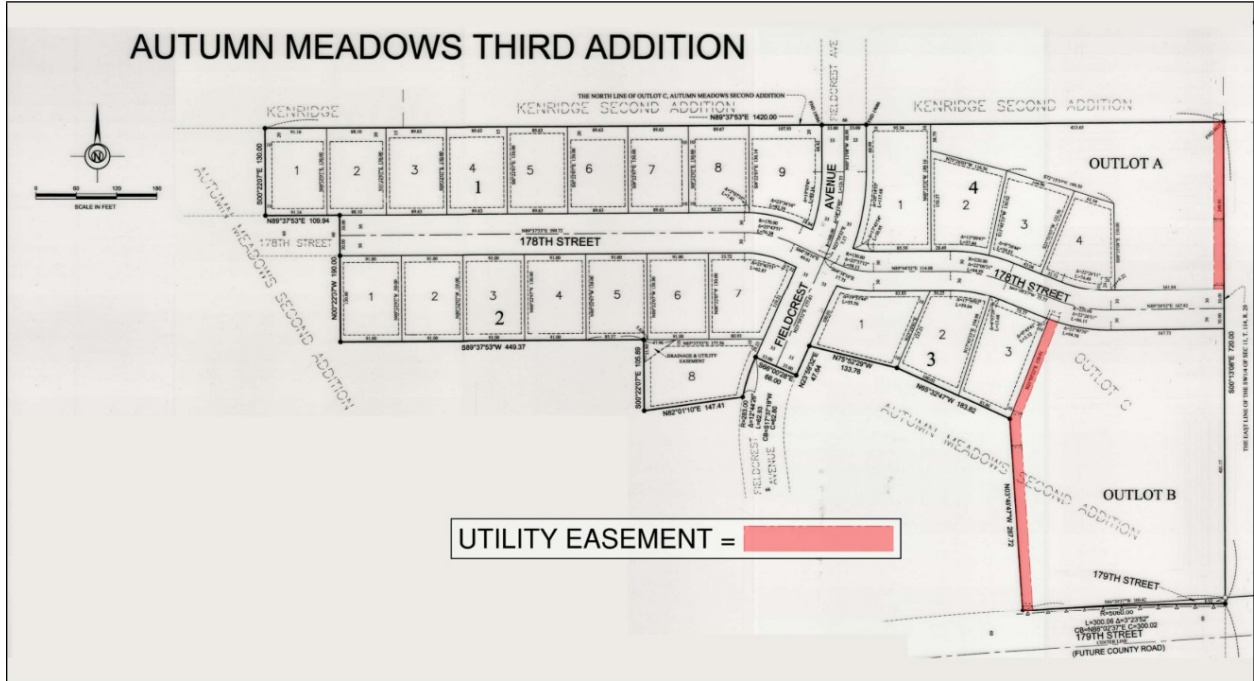
A permanent, non-exclusive easement for underground utility purposes over, under, and across the easterly 15.00 feet of Outlot A, Autumn Meadows Third Addition, according to the recorded plat thereof, Dakota County, Minnesota.

AND

A permanent, non-exclusive easement for underground utility purposes over, under, and across the westerly 15.00 feet of Outlot B, Autumn Meadows Third Addition, according to the recorded plat thereof, Dakota County, Minnesota.

# EXHIBIT B

## DEPICTION OF EASEMENT PREMISES





**Date:** 5/4/2026

**Proposal from Novak Companies LLC for Highview Heights Park Hockey Rink Sleeves**

**Proposed Action**

Staff recommends adoption of the following motion: Move to accept proposal from Novak Companies LLC for Highview Heights Park Hockey Rink Sleeves.

**Overview**

The Highview Heights Park hockey rink has been budgeted to be reconstructed in 2026. The 2026 approved Park Improvement Fund includes \$155,000 for this project which consists of items such as site improvements, rink board posts, sleeves, steel material, netting, lumber, fencing, and hardware. Staff have been working with Novak Companies LLC to obtain necessary materials for the reconstruction. Staff will be completing this project inhouse and will be finished prior to the start of skating season this year.

At this time, Staff is recommending the Mayor and City Council approve the purchase of materials from Novak Companies LLC in the amount of \$27,273.66.

**Supporting Information**

1. Proposal dated March 18, 2026 (for signature)

<p><b>Financial Impact:</b> \$27,273.66    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Mark Kruse, Parks Superintendent</p>
--

NOVAK COMPANIES LLC.

# Estimate

NOVAK'S GARAGE LLC  
 STOCKER TREE SPADE  
 9756 W 50TH ST  
 VESELI, MN 55046

Date	Estimate #
3/18/2026	4009

Name / Address
CITY OF LAKEVILLE 20195 HOLYOKE AVE. LAKEVILLE, MN 55044

Project

Description	Qty	Rate	Total
TAGGED: HOCKEY BOARD POSTS (2ND RINK) QTY.104) STANDARD BOARD SLEEVE-STRAIGHT SECTIONS QTY.20) STANDARD BOARD SLEEVE-CURVED SECTIONS QTY.1) BOARD SLEEVE AT GATE LEFT QTY.1) BOARD SLEEVE AT GATE RIGHT QTY.4) BOARD TRANSITION SLEEVE-STRAIGHT TO CURVED LEFT QTY.4) BOARD TRANSITION SLEEVE-STRAIGHT TO CURVED RIGHT  ***REVISED TO 3'6" LONG PIPE SLEEVES & 3/16" PLATES PER PHONE CONVERSATION WITH MARK**  ***UPDATED PLATES TO HAVE SLOTS FOR MOUNTING***	1	22,542.66	22,542.66
OPTION TO POWDER COAT GLOSS BLACK	1	3,906.00	3,906.00
CAPS FOR PIPE SLEEVES PAINTED	110	7.50	825.00

Accepted date: May 4, 2026	<b>Subtotal</b>	\$27,273.66
By: _____ Luke M. Hellier, Mayor	<b>Sales Tax (0.0%)</b>	\$0.00
By: _____ Ann Orlofsky, City Clerk	<b>Total</b>	\$27,273.66



**Date:** 5/4/2026

**Agreement with Hartmann Well Drilling for Lake Marion Greenway Shelter and Restrooms Water Service Installation**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve Agreement with Hartmann Well Drilling for Lake Marion Greenway Shelter and Restrooms Water Service Installation.

**Overview**

The Lake Marion Greenway Trail project is a cooperative project between the City of Lakeville and Dakota County which will improve existing trail segments and add new trail segments between downtown Lakeville and Ritter Farm Park. In addition to the trail improvements, a new restroom and shelter building will be constructed in Ritter Farm Park, and a gateway trailhead will be installed at the west end of 209th Street. The project is identified in the 2026-2035 CIP. Construction is scheduled during the summer and fall of 2026. The City received an estimate from Hartmann Well Drilling to install water service to the new restroom and shelter building. Hartmann Well Drilling have completed all well related projects in Ritter Park, are familiar with the needs of this site, and have provided quality services to the City.

Staff is recommending approval of an Agreement for water service installation with Hartmann Well Drilling for Lake Marion Greenway shelter and restrooms at a cost of \$35,709.55.

**Supporting Information**

1. Agreement with Hartmann Well Drilling
2. Estimate dated 1/30/26

<p><b>Financial Impact:</b> \$35,709.55    <b>Budgeted:</b> Yes    <b>Source:</b> Park Dedication <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Mark Kruse, Parks Superintendent</p>
--

**NON-BID CONTRACT  
FOR PURCHASE OF GOODS AND SERVICES**

**AGREEMENT** made this 4th day of May, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **HARTMANN WELL LLP**, a Minnesota limited liability partnership, dba Hartmann Well Drilling ("Contractor")

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

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

- A. This Agreement.
- B. Contractor's Quote and attached agreement dated January 30, 2026

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

**2. CONTRACTOR OBLIGATIONS.** The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

**3. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

**4. COMPENSATION.** Contractor shall be paid by the City for the goods and services described in accordance with the Quote, which is inclusive of reimbursable expenses. Payment shall be made after the Work has been completed and within thirty-five (35) days of receipt of an invoice.

**5. COMPLETION DATE.** The Contractor shall complete the Work within a timeframe that is agreed upon between the Parties prior to the start of the project.

**6. WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

**7. RIGHTS AND REMEDIES.**

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

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

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

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

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

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

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

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

Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

*Automobile Liability*

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

*Workers Compensation*

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

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

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

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

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

**22. RECORDS/AUDIT.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

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

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

Dated: \_\_\_\_\_, 2026

**CITY OF LAKEVILLE**

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

By: \_\_\_\_\_  
Ann Orlofsky, City Clerk

Dated: 4-21, 2026

**CONTRACTOR:  
HARTMANN WELL, LLP**

By Ken M Hartmann

Kevin M. Hartmann [print name]

Its Partner [title]

# Hartmann Well Drilling

308 East Main Street  
 New Prague, MN 56071  
 952-758-2202

# Estimate

Date
1/30/2026

Name / Address
CITY OF LAKEVILLE 7570 179TH ST W LAKEVILLE, MN 55044

Well Address
RITTER PARK 19300 RITTER TRAIL LAKEVILLE

Telephone	Email	Terms
		Due on receipt

Quantity	Description	Unit price	Total
	Service call	198.00	198.00
	4 inch 6 foot bury Threaded Monitor pitless	1,134.00	1,134.00
	5 inch Monitor turtle cap and wire pipe	138.00	138.00
	4 inch weld-on nipple	52.55	52.55
	Goulds AS-30 Constant Pressure Controller	3,275.00	3,275.00
	3 HP 30 GPM (30 GPM AT 60 PSI) submersible pump and motor	3,628.00	3,628.00
168	Estimated feet of 2 inch galvanized drop pipe	15.20	2,553.60
178	Estimated feet of 10/4 double coated pump cable	3.80	676.40
	2" Check Valve Assembly	300.00	300.00
	Air Compressor Charge to develop the well for the constant pressure set-up	400.00	400.00
	Well Rite 120 pressure tank *TO BE INSTALLED BY THE PLUMBER	948.00	948.00
	First 100 feet of horizontal boring	2,450.00	2,450.00
600	Estimated Extra feet of horizontal boring	10.00	6,000.00
700	Estimated feet of 2 inch CenCore waterline	5.45	3,815.00
720	Estimated feet of Tracer Wire	0.80	576.00
	2 inch curb stop assembly	995.00	995.00
	Estimate for Stainless Steel and Brass fittings for trenching.	800.00	800.00
4.5	Estimated hours of Labor and Service Rig	310.00	1,395.00
7	Estimated hours of Backhoe and Labor	375.00	2,625.00
	The electrician-	3,750.00	3,750.00
	*Electrical permit		
	*Install #8 copper thhn and ground from electrical panel to VFD.		
	*New 50AMP 240 Volt Circuit for the well VFD		
	*Install #10 copper thhn from the VFD to well head		
	NOTE-Will use the existing conduit from the building to the well.		
	Any changes to this there will be added cost.		
<b>Total</b>			\$35,709.55

Please sign if this is acceptable \_\_\_\_\_



**Date:** 5/4/2026

## **Accepting Phase 1 Bids for New Fire Station Two**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve Phase 1 bids for earthwork/site grading and utility installation for the New Fire Station Two (City Project 25-11).

### **Overview**

In 2025, the City Council directed staff to move forward with the design and construction of a new Fire Station Two on the city-owned property at the northeast corner of 179th Street and Granby Lane. The city retained CNH Architects to design the fire station and RJM Construction to manage the project as Construction Manager at Risk. After 18 months of design meetings with staff, and as reviewed by the City Council, CNH Architects have completed the design and turned the project over to RJM Construction for bidding.

Bidding the project was divided into two phases. Phase 1 includes earthwork/site grading and underground utility installation, and Phase 2 will be the construction of the fire station and all other site improvements.

RJM Construction advertised Phase 1 of the project and received 10 bids for the earthwork/site grading and 10 bids for the underground utility work. After evaluating the bids for the lowest responsible bidder, RJM Construction recommends Quad E Companies, Inc., for the earthwork/site grading and T. Scherber, LLC for the installation of the underground utilities. The summary of the lowest responsible bids are shown on the attached Exhibit A.

The combined bids from the two contractors were \$13,813 below the estimated costs. Staff recommends directing RJM Construction, as the Construction Manager at Risk, to move forward with contracts with Quad E Companies, Inc., and T. Scherber, LLC.

RJM Construction is currently accepting bids for Phase 2 of the project, which will be submitted to the City Council for consideration at the May 18 City Council meeting.

### **Supporting Information**

1. Resolution Accepting Bids
2. Exhibit A

**Financial Impact:** \$1,381,680    **Budgeted:** Yes    **Source:** Utility Franchise Fees/Bond Proceeds

**Envision Lakeville Community Values:** Safety Throughout the Community

**Report Completed by:** Allyn Kuennen, Assistant City Administrator

**CITY OF LAKEVILLE  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING BIDS  
FOR THE NEW FIRE STAION TWO CONSTRUCTION**

**WHEREAS**, RJM Construction, as the City of Lakeville’s Construction Manager at Risk received sealed bids on Friday, April 3, 2026, at 1:00 p.m. for the new Fire Station Two construction.

**WHEREAS**, Exhibit A attached hereto lists the lowest responsible bidder for earthwork/site grading and utility installation for the new fire station site; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lakeville, Minnesota does hereby acknowledge acceptance of the bids as shown on Exhibit A attached hereto.

**ADOPTED** by the Lakeville City Council on this 4<sup>th</sup> day of May 2026.

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

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



# EXHIBIT A

April 23, 2026

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

**RE: Lakeville Fire Station 2 - Recommendations for Award of Contract**

Dear Mr. Kuennen;

On April 3, 2026 bids were received for the Lakeville Fire Station 2, Bid Package 1. At this time RJM has completed a review of the bids and recommending award of the base bid project scope based off the values of the bids received. The following table has a summary of costs associated with this project based off of the bid results. All Management Costs, Contingency, and other scopes of work will be included with Bid Package 2’s costs. Pending approval of these recommendations, RJM will enter contractual agreements with these vendors for this project.

Item	Final Bid	Estimated Cost	Difference
Earthwork, Quad E	\$740,000	\$778,627	(\$38,627)
Utilities, T. Scherber	\$641,680	\$616,866	\$24,814
Bid Package 1 Total Estimated Cost	\$1,381,680	\$1,395,493	(\$13,813)

If you should have any questions, please contact by phone at 612-750-4346.

Sincerely,

Aaron Hooyer  
Project Manager  
RJM Construction



**Date:** 5/4/2026

## **Supplemental Agreement with WSB for Professional Services for Retaining Wall Construction Inspection for Citywide Trail Gap Improvements**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for retaining wall construction inspection for Citywide Trail Gap Improvements, City Project 23-06.

### **Overview**

The City and Dakota County are partnering to construct a new trail segment along Cedar Avenue (CSAH 23). In addition, the City is constructing a separate trail improvement along Highview Avenue. These projects will improve pedestrian and bicyclist connectivity and safety. On April 6, 2026, the City Council awarded the construction contract to McNamara Contracting. The projects include the installation of several structural retaining walls necessary to support the proposed trail alignments.

WSB submitted a supplemental agreement to complete construction observation and inspection of the retaining walls in accordance with the City's Master Service Agreement dated September 20, 2021. The retaining walls vary in type and complexity, and require specialized structural inspection to ensure construction is in accordance with project specifications and industry standards. Their scope includes daily construction observation, documentation, coordination with the contractor and materials verification.

Consistent with the terms of the Joint Powers Agreement, the City and County will share costs associated with the Cedar Avenue trail segment. As the lead agency, the full amount of the amendment is shown in this memo; the City's estimated net cost is \$26,448.

### **Supporting Information**

1. 2026.04.17 WSB Proposal

<p><b>Financial Impact:</b> \$41,952    <b>Budgeted:</b> Yes    <b>Source:</b> Multiple Sources <b>Envision Lakeville Community Values:</b> Design that Connects the Community <b>Report Completed by:</b> Jonathan Nelson, Assistant City Engineer</p>
---



April 17th, 2026

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

**RE: City Wide Trail Gap Improvements  
City of Lakeville  
Construction Services Proposal – Retaining Wall Inspection**

Dear Mr. Nelson:

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the retaining walls portion of the City Wide Trail Gap Improvements project. The scope of work WSB will provide is the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Construction Observation and Inspection

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

**PROJECT UNDERSTANDING**

The City Wide Trail Gap Improvements Project includes three retaining walls. Retaining wall A includes prefabricated big block walls, excavation, embankment, and fencing. Retaining wall B includes prefabricated big block walls, geogrid tie backs, excavation, embankment, and fencing. Retaining wall C includes sheet piling, H pile, grading, fencing, concrete slab installation, and drainage.

Construction is expected to begin in spring 2026 and be completed in summer of 2026.

**PROJECT APPROACH/SCOPE OF SERVICES**

**A. Construction Observation and Inspection**

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

- Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is completed as intended.
- Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- Record all construction activities daily, making a complete and accurate record of all events.
- Ensure construction practices and materials used on site are compliant with project specifications.
- Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.

- Perform reviews of temporary and permanent erosion control measures on the project for compliance with applicable permits and specifications.
- Perform monthly labor compliance interviews.
- Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
- Exercise the "Authority and Duties of the Inspector" as necessary.

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

### **PROPOSED FEE**

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our estimate is based on an assumed 4 total weeks of construction, below is our estimate for each retaining wall.

Retaining Wall A: \$4,104.00

Retaining Wall B: \$14,136.00

Retaining Wall C: \$23,712.00

The estimated cost of this project is not to exceed \$41,952.00. All travel time is included in the estimated fee.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and work performed to date. If you have any questions or concerns, please feel free to contact me at 612.360.1310. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and city staff.

This Supplemental Agreement will comply to the terms and conditions within the Master Agreement for Professional Services dated September 20, 2021 between WSB and the city

Sincerely,

WSB



Paul Kyle, PE,  
Director, Construction Services

Attachments  
**ACCEPTED BY:**  
City of Lakeville

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



**WSB**

**ESTIMATE OF COST - City Wide Trail Gap Improvements  
Grading Bit Trail, Concrete Curb and Gutter, Storm Sewer, and Retaining Walls  
City of Lakeville, Minnesota**

<b>Retaining Wall A</b>			<b>Cost</b>
	<b>Senior Structure Inspector</b>	<b>Total Hours</b>	
<b>WORK TASK</b>			
<i>Description</i>			
<b>CONTRACT ADMINISTRATION</b>			
Pre-Construction Conference	3	3	\$684.00
Weekly Meeting (Assume 4 meetings, 1 hour per meeting)	4	4	\$912.00
<b>CONSTRUCTION INSPECTION SERVICES</b>			
Construction Inspection	9	9	\$2,052.00
Traffic Control Inspection			
Construction Materials Testing Reports/Plant Inspection Coordination			
Daily Construction Diary and Quantity Documentation			
Documentation Review/DCP			
Monthly Pay Estimates			
Punchlist / Final Inspection	2	2	\$456.00
<b>Assume 6 hours railing and final grading installation</b>			
<b>Assume 3 hours wall painting and staining</b>			
<b>Total Hours</b>	<b>18</b>	<b>18</b>	<b>\$4,104.00</b>
<b>Hourly Costs</b>	228.00		
<b>WSB SALARY COSTS</b>	<b>\$4,104.00</b>		<b>\$4,104.00</b>
<b>TOTAL CONSTRUCTION SERVICES PROJECT COST</b>			<b>\$4,104.00</b>
<b>2026 TOTAL PROJECT COST RET WALL A</b>			<b>\$4,104.00</b>



**WSB**

**ESTIMATE OF COST - City Wide Trail Gap Improvements  
Grading Bit Trail, Concrete Curb and Gutter, Storm Sewer, and Retaining Walls  
City of Lakeville, Minnesota**

<b>Retaining Wall B</b>			<b>Cost</b>
	<b>Senior Structure Inspector</b>	<b>Total Hours</b>	
<b>WORK TASK</b>			
<i>Description</i>			
<b>CONTRACT ADMINISTRATION</b>			
Private Utility Meetings/Coordination	3	3	\$684.00
<b>CONSTRUCTION INSPECTION SERVICES</b>			
Pre-Project Inspection / Removal Measurements	2	2	\$456.00
Construction Inspection	53	53	\$12,084.00
Traffic Control Inspection			
Construction Materials Testing Reports/Plant Inspection Coordination			
Daily Construction Diary and Quantity Documentation			
Documentation Review/DCP			
Monthly Pay Estimates			
Punchlist / Final Inspection	4	4	\$912.00
<b>Assume 2 days at 10 hours per day for construction inspection</b>			
<b>Assume 5 days at 5 hours per day for construction inspection</b>			
<b>Assume 4 hours for railing installation, and 4 hours for painting and staining</b>			
<b>Total Hours</b>	<b>62</b>	<b>62</b>	<b>\$14,136.00</b>
<b>Hourly Costs</b>	228.00		
<b>WSB SALARY COSTS</b>	<b>\$14,136.00</b>		<b>\$14,136.00</b>
<b>TOTAL CONSTRUCTION SERVICES PROJECT COST</b>			<b>\$14,136.00</b>
<b>2026 TOTAL PROJECT COST RET WALL B</b>			<b>\$14,136.00</b>



**WSB**

**ESTIMATE OF COST - City Wide Trail Gap Improvements  
Grading Bit Trail, Concrete Curb and Gutter, Storm Sewer, and Retaining Walls  
City of Lakeville, Minnesota**

<b>Retaining Wall C</b>			<b>Cost</b>
	<b>Senior Structure Inspector</b>	<b>Total Hours</b>	
<b>WORK TASK</b>			
<i>Description</i>			
<b>CONTRACT ADMINISTRATION</b>			
Private Utility Meetings/Coordination	4	4	\$912.00
<b>CONSTRUCTION INSPECTION SERVICES</b>			
Pre-Project Inspection / Removal Measurements	2	2	\$456.00
Construction Inspection	94	94	\$21,432.00
Traffic Control Inspection			
Construction Materials Testing Reports/Plant Inspection Coordination			
Daily Construction Diary and Quantity Documentation			
Documentation Review/DCP			
Monthly Pay Estimates			
Punchlist / Final Inspection	4	4	\$912.00
<b>Assume 1 week at 50 hours per week for construction inspection</b>			
<b>Assume 8 days at 5 hours per day for construction inspection</b>			
<b>Assume 4 hours for railing installation</b>			
<b>Total Hours</b>	<b>104</b>	<b>104</b>	<b>\$23,712.00</b>
<b>Hourly Costs</b>	228.00		
<b>WSB SALARY COSTS</b>	<b>\$23,712.00</b>		<b>\$23,712.00</b>
<b>TOTAL CONSTRUCTION SERVICES PROJECT COST</b>			<b>\$23,712.00</b>
<b>2026 TOTAL PROJECT COST RET WALL C</b>			<b>\$23,712.00</b>
<b>2026 TOTAL PROJECT COST RET WALL A+B+C</b>			<b>\$41,952.00</b>



**Date:** 5/4/2026

## **Resolutions Awarding Construction Contracts and Authorizing Funding for Lake Marion Greenway and Ritter Farm Park Trailhead**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve resolutions awarding construction contracts to Northland Grading & Excavating and K.A. Witt, and authorizing funding for the Lake Marion Greenway and Ritter Farm Park Trailhead, City Project 26-15.

### **Overview**

The City's adopted Capital Improvement Plan includes upgrading and extending the Lake Marion Greenway between Ritter Farm Park and downtown Lakeville, as well as constructing a new trailhead facility within Ritter Farm Park. The project will rehabilitate existing trail segments where pavement conditions warrant improvements or widening and construct new trail sections where gaps currently exist. At Ritter Farm Park, improvements also include installation of curb and gutter and paving a new parking area to support trailhead amenities. Trail lighting along the corridor is not included in this contract and will be brought to City Council separately if pursued in the future.

On April 17, 2026, the City opened bids for both construction projects. For the Lake Marion Greenway improvements, the City received two bids, with Northland Grading & Excavating submitting the low bid of \$1,746,493.32, slightly below the engineer's estimate of \$1,761,890. For the Ritter Farm Park Trailhead, the City received four bids, with K.A. Witt Construction submitting the low bid of \$1,489,967.93, compared to the engineer's estimate of \$1,337,625.

Consistent with the adopted Joint Powers Agreement, project responsibilities and costs will be shared between the City and County, with the City serving as the lead agency. The total estimated project cost is \$4,595,425. Funding includes contributions from Dakota County (\$1,703,875), a Legislative-Citizen Commission on Minnesota Resources grant (\$1,797,000) and a MN DNR Local Trail Connection grant (\$250,000). The City's estimated share is \$844,550 as outlined in the attached project financing summary.

### **Supporting Information**

1. 2026.05.04 Resolution Awarding Construction Contract - Greenway
2. 2026.05.04 Resolution Awarding Construction Contract - Trailhead
3. 2026.05.04 Resolution Authorizing Funding
4. Northland Construction Contract
5. KA Witt Construction Contract
6. Project Financing

**Financial Impact:** \$4,595,425    **Budgeted:** Yes    **Source:** Multiple  
**Envision Lakeville Community Values:** Good Value for Public Services  
**Report Completed by:** Jonathan Nelson, Assistant City Engineer

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**Resolution Awarding Construction Contract to Northland Grading and Excavating  
for Lake Marion Greenway, City Project 26-15**

**WHEREAS**, the City of Lakeville received sealed bids on Friday, April 17, 2026, to upgrade and extend the Lake Marion Greenway between Ritter Farm Park and downtown Lakeville, City Project 26-15; and

**WHEREAS**, the lowest responsible bid was from Northland Grading and Excavating.

**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, Northland Grading and Excavating, with a bid in the amount of \$1,746,493.32. The construction is proposed to be completed as specified in the contract documents.

**ADOPTED** by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

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Luke M. Hellier, Mayor

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Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**Resolution Awarding Construction Contract to K.A. Witt Construction  
for Ritter Farm Park Trailhead, City Project 26-15**

**WHEREAS**, the City of Lakeville received sealed bids on Friday, April 17, 2026, for the construction of a new trailhead facility at Ritter Farm Park, City Project 26-15; and

**WHEREAS**, the lowest responsible bid was from K.A. Witt Construction.

**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, K.A. Witt Construction, with a bid in the amount of \$1,489,967.93. The construction is proposed to be completed as specified in the contract documents.

**ADOPTED** by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

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Luke M. Hellier, Mayor

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Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**Resolution Authorizing Funding and Budget Amendments and Transfers  
for Lake Marion Greenway and Ritter Farm Park Trailhead, City Project 26-15**

**WHEREAS**, the Lake Marion Greenway and Ritter Farm Park Trailhead, City Project 26-15, are 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 \$4,595,425 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 Source</b>	<b>Amount</b>
Park Dedication Fund*	\$ 844,550
DNR Grant	250,000
LCCMR Grant	1,797,000
Dakota County	1,703,875
	<b>\$ 4,595,425</b>

*All project costs and revenues will be recorded in the City's Park Dedication Fund, and the estimated net impact to that Fund is listed above.*

**ADOPTED** by the Lakeville City Council this 4th day of May 2026.

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

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

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

---

THIS AGREEMENT is by and between City of Lakeville ("Owner") and  
Northland Grading and Excavating ("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: Lake Marion Trail Project

**ARTICLE 2 – THE PROJECT**

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

Construction of Multi-Use Bituminous Trail from Ritter Farm to 209<sup>th</sup> St W near Downtown Lakeville.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by WSB, LLC

**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 East of Dodd Boulevard will be substantially completed on or before **July 1, 2026**.

B. The Work West of Dodd Boulevard cannot begin prior to **July 13, 2026**.

C. All Work will be substantially completed on or before **October 16, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

1. Substantial Completion shall include the work as described:

Includes utility installation, placement of the final lift of bituminous wear course, sidewalk, pedestrian ramps, signage, pavement markings, restoration and cleanup.

D. All Work will be final completed on or before **October 30, 2026**.

4.03 *Liquidated Damages*

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

1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.

2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

**ARTICLE 5 – CONTRACT PRICE**

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$1,746,493.32.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference idents identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 26 to 27, inclusive).
  - 3. Payment bond (pages 26 to 27, inclusive).
  - 4. Other bonds.
    - a. Maintenance bond (pages      to     , inclusive).
  - 5. General Conditions (pages 32 to 107, inclusive).
  - 6. Supplementary Conditions (pages 108 to 121, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of 276 sheets with each sheet bearing the following general title: Lake Marion Greenway, dated 3-26-2026
  - 9. Addenda (numbers 1 to 2, 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 May 4, 2026 (which is the Effective Date of the Contract).

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

OWNER:

CONTRACTOR:

\_\_\_\_\_

Northland Grading + Excavating

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

By: [Signature]

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

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

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

Attest: [Signature]

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

Title: Bookkeeper

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

207 3rd St W

\_\_\_\_\_

Northfield MN 55057

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

---

THIS AGREEMENT is by and between City of Lakeville (“Owner”) and  
K.A. Witt Construction (“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: Ritter Farm Trailhead & Downtown Lakeville Gateway Project

### ARTICLE 2 – THE PROJECT

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

- Construction Ritter Farm Trailhead with a Shelter Structure and miscellaneous landscape items
- Construction of Downtown Lakeville Gateway with miscellaneous landscape items.

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by WSB, LLC

### 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 East of Dodd Boulevard will be substantially completed on or before **July 1, 2026**.
- B. The Work West of Dodd Boulevard cannot begin prior to **July 13, 2026**.
- C. All Work will be substantially completed on or before **October 16, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

1. Substantial Completion shall include the work as described:

Includes utility installation, placement of the final lift of bituminous wear course, sidewalk, pedestrian ramps, signage, pavement markings, restoration and cleanup.

- D. All Work will be final completed on or before **October 30, 2026**.

4.03 *Liquidated Damages*

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

1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

**ARTICLE 5 – CONTRACT PRICE**

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$1,489,967.93.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s

estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference idents identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the

Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.

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

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 26 to 27, inclusive).
  - 3. Payment bond (pages 26 to 27, inclusive).
  - 4. Other bonds.
    - a. Maintenance bond (pages      to     , inclusive).
  - 5. General Conditions (pages 32 to 107, inclusive).
  - 6. Supplementary Conditions (pages 108 to 121, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of 74 sheets with each sheet bearing the following general title: Ritter Farm Trailhead, dated 3-27-2026
  - 9. Addenda (numbers 1 to 2, 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 May 4, 2026 (which is the Effective Date of the Contract).

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


OWNER:

CONTRACTOR:

\_\_\_\_\_

K.A. Witt Construction

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

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

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

Title: Excavation Manager

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

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

Attest:  04/22/26

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

Title: President, KA Witt Construction, Inc

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

1530 W 280th St.

\_\_\_\_\_

New Prague, MN 56071

\_\_\_\_\_

License No.: 0002492  
*(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.)*

## **Project Financing**

Funding for the project was programmed in the adopted Lakeville 5-year Capital Improvement Plan (2026-2030). The following is a breakdown of the anticipated costs.

- Project Costs: Total

<b><u>Cost Type</u></b>	<b><u>Amount</u></b>
Construction Contract (Northland)	\$ 1,746,493
Construction Contract (K.A. Witt)	1,489,968
Engineering/design/survey costs	1,125,332
Other costs	69,380
Contingency	164,252
	<b>\$ 4,595,425</b>

- Project Costs: Financing

<b><u>Funding Source</u></b>	<b><u>Amount</u></b>
Park Dedication Fund*	\$ 844,550
DNR Grant	250,000
LCCMR Grant	1,797,000
Dakota County	1,703,875
	<b>\$ 4,595,425</b>



**Date:** 5/4/2026

## **Approve Amended Lodging Tax Ordinance 3-17**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the amended Lodging Tax Ordinance 3-17.

### **Overview**

Staff presented the draft/updated Lodging Tax ordinance to the council at the April 20, 2026 council meeting. Due to the implementation of permitting requirements for short-term rentals, staff reviewed the existing lodging tax ordinance to account for these as well as align the ordinance for compliance with Minnesota statutes § 469.190. To support effective administration and tracking of lodging tax remittances, staff also developed a registration form and updated the City's lodging tax return to include clarifying language and instructions.

### **Supporting Information**

1. Lakeville Lodging Tax Ordinance 3-17\_Redlined
2. Lakeville Lodging Tax Ordinance 3-17\_updated 5.4.2026

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> Lodging sales <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Julie Stahl</p>
--

## 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:** 5/4/2026

**Supplemental Agreement with WSB and Associates for Professional Services associated with City Project 26-02**

**Proposed Action**

Staff recommends adoption of the following motion: move to approve supplemental agreement with WSB and Associates for professional services associated with City Project 26-02.

**Overview**

During feasibility, design and bidding of the 2026 Street Rehabilitation Project, there were project additions and changes identified which were outside the original scope of work of the Professional Engineering Services agreement with WSB and Associates. The original agreement was approved by City Council on July 21, 2025 for the design of City Project 26-02. This supplemental agreement to their original agreement has outlined the additional scope changes and the costs associated with each of those changes. Staff has reviewed the proposed supplemental agreement and find it acceptable.

**Supporting Information**

1. 26-02 Supplemental Agreement

<p><b>Financial Impact:</b> \$62,500    <b>Budgeted:</b> Yes    <b>Source:</b> Multiple Sources <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Steve Ferraro, Public Works Coordinator</p>
---



April 15, 2026

Mr. Stephen Ferraro  
Public Works Coordinator  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044

**RE: CP 26-02 Street Rehabilitation Project Scope Changes**

Dear Mr. Ferraro:

On behalf of WSB, thank you for the opportunity to provide Professional Engineering services for this project. The intent of this letter is to provide a summary of changes in the project scope and the costs incurred by WSB to perform the requested changes.

**Scope Additions:**

WSB's proposed tasks are based on our understanding of the project, and we propose the following scope of services:

**2026 Street Rehabilitation Project**

The original scope engineering fee was \$315,914, which was 7% of the \$4.5 million funds budgeted for the 26-02 project.

During feasibility and final design, the following scope changes occurred that resulted in increases in construction costs and additional design and survey needs. The costs associated with these additions are outlined in the table below.

- The addition of the Jacquard Path Pond included additional design and plan preparation, and site visits to determine a access routes to the ponds for sediment removal.
- Storm sewer lining and cleaning were added to the project when it was determined that there was significant deterioration of the existing concrete pipe. This resulted in modifications to the plans and specifications and consideration for unanticipated access to the off-street pipes to allow lining or cleaning.
- The primary pavement rehabilitation for this project was a mill and overlay. The project scope included drone survey due to its accuracy in areas with minimal overhead leaf and branch coverage, which was sufficient for the mill and overlay. When significant structural encroachments in the right of way were identified at the 60% plan review, WSB was asked for confirmation of retaining walls within the Right of Way, which required a level of survey accuracy that was not available with the drone survey. This request resulted in the need to provide traditional survey for the Right of Way encroachment reviews. WSB prepared a letter and exhibits on behalf of the City to notify approximately 20 properties with encroachments in the Right of Way and Drainage and Utility Easements and identify next steps.
- During feasibility WSB identified the south end of Ixonia Ave was a gravel turnaround. City staff directed WSB to pave a small turnaround for emergency vehicles access, which required additional survey to verify grades, tree locations/impacts and provide sufficient information for design of the proposed turnaround.

Mr. Stephen Ferraro  
April 14, 2026

- During preliminary design, WSB staff went through multiple iterations of storm sewer design with City Staff to manage project budget constraints with priority storm sewer rehabilitation needs.
- The discussion of hydrant replacement at the project scoping meeting did not include the need to add auxiliary valves on all hydrant leads, which had not been included in recent projects. The need to add valves resulted in additional unanticipated drafting work for a significant number of hydrants.
- Junelle Path, Kenrick Avenue and Orchard Trail areas were eliminated from the project for budgetary reasons, however, WSB had already completed most of the plan production and 2D design for these areas prior to the decision to remove them from the 2026 project scope.

Additional Plan Design and Site Visit for Pond Work	\$ 3,000.00
Storm Sewer Lining and Cleaning	
Design	\$ 5,150.00
Specifications	\$ 850.00
Estimate	\$ 400.00
Access Considerations for 14 Lots	\$ 4,950.00
Project Management and City Coordination	\$ 1,650.00
Total	\$13,000.00
Encroachments and Right of Entry	
Right of Entry Letters	\$ 1,200.00
Encroachment Identification and Topo Updates	\$16,150.00
Survey Retaining Walls (20)	\$ 2,300.00
Encroachment Exhibits (25)	\$ 2,500.00
Encroachment Letter	\$ 750.00
Project Management and City Coordination	\$ 2,500.00
Backyard Grading Work Plan and Design	\$ 2,100.00
Total	\$27,500.00
Ixonia Ave Turnaround survey and design	\$ 8,000.00
Storm Sewer Design Iterations	\$ 8,000.00
Additional Watermain Hydrant Replacement Design	\$ 3,000.00
<b>Grand Total</b>	<b>\$62,500.00</b>

The contract amount for construction is \$4,267,884.20 which includes the main bid and bid alternate. These scope changes resulted in **additional costs of \$62,500**. This brings the total engineering fee to \$375,000, which is 8.8% of the construction costs.

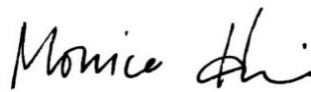
We look forward to the opportunity to meet with you to discuss the above information. If you have any questions or concerns, please feel free to contact me at 612-523-7374.

Sincerely,

WSB



Jeff Oliver, PE  
Sr. Project Engineer



Monica Heil, PE  
Vice President of Municipal Services

Mr. Stephen Ferraro  
April 14, 2026

**ACCEPTED BY:**

City of Lakeville

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**Date:** 5/4/2026

## **Professional Service Agreement for the Satellite Water Treatment Plant**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a supplemental agreement with Black and Veatch Corporation for preliminary engineering for the satellite water treatment plant, City Project No. 27-13.

### **Overview**

In 2025, the City completed a Water Treatment Plant Alternatives Expansion Study to evaluate long-term strategies for meeting Lakeville's growing water demands. The study analyzed the relative benefits of expanding the existing water treatment facility versus constructing a new satellite water treatment plant.

In March 2026, the City Council selected construction of a satellite water treatment plant as the preferred alternative to meet future system capacity, redundancy, resiliency, and operational needs. The proposed facility will be located southeast of the new fire station near Granby Lane and 179th Street West and east of the existing water tower.

A conceptual design for the satellite water treatment plant was completed in 2025. To advance the project and coordinate critical infrastructure with the new fire station and anticipated future development, additional preliminary engineering and coordination are required. These efforts include utility design and coordination, geotechnical investigation, access and site planning and evaluation of project delivery methods.

This Supplemental Agreement will authorize Black & Veatch to complete these preliminary activities, which are necessary to refine project scope, reduce risk, and position the City for efficient final design and construction of the satellite water treatment plant. The agreement is part of the City's ongoing partnership with Black & Veatch Corporation under the Master Agreement for Professional Engineering Services dated September 20, 2021.

### **Supporting Information**

1. Supplemental Agreement

**Financial Impact:** \$146,000    **Budgeted:** Yes    **Source:** Water Fund  
**Envision Lakeville Community Values:** Good Value for Public Services  
**Report Completed by:** Paul Oehme, Public Works Director

**Lakeville, Minnesota**  
**Supplemental Agreement**  
**for**  
**2026 – Satellite Water Treatment Plant – Preliminary Activities**  
  
**City Project No. 27-13**  
  
Scope of Services

**BACKGROUND**

This scope of work is a Supplemental Agreement to the Master Agreement for Professional Engineering Services between the City of Lakeville and Black & Veatch Corporation, dated September 20, 2021.

In 2025, Black & Veatch completed a Water Treatment Plant Alternatives Expansion Study. The study compared advantages and disadvantages for two alternatives: expanding the existing water treatment facility or constructing a satellite water treatment facility.

In April 2026, the City Council chose to meet the City's future water needs by constructing a satellite water treatment plant instead of expanding the existing facility. The satellite water treatment plant will be located south of a new City fire station near Granby Lane and 179<sup>th</sup> St W. Design and construction is underway for the fire station.

A conceptual design for the satellite water treatment plant was completed in 2025. To advance the conceptual design, initial design activities are required, including the following:

- Utilities
  - Design raw and finished water lines.
  - Coordinate additional utilities between the fire station and the satellite water treatment plant.
- Water Treatment Plant
  - Conduct a site survey.
  - Refine entrance roads to the satellite water treatment plant.
  - Review proposed floor elevation of satellite water treatment plant.
  - Develop a geotechnical exploration for the site.
  - Confirm architectural elements for the project.
  - Discuss alternative delivery methods for the project.

The general tasks associated with the study are as follows:

**PHASE 100. PROJECT ADMINISTRATION**

Provide administration and management of work tasks. Review ongoing activities. Monitor schedule and budget. Prepare and submit monthly invoices. Review progress with the City on a

regular basis and discuss issues as they are noted.

## **PHASE 110. UTILITY COORDINATION AND DESIGN**

### **Task 111 – Raw and Finished Water Lines**

- Design a raw water line from the proposed satellite water treatment plant to the trunk water main at Dodd Blvd. Complete drawings and technical specifications and prepare change order documentation for the fire station contractor to construct the raw water line within the fire station construction limits.
- Design a finished water line from the proposed satellite water treatment plant to the 20-inch water line at Glacier Way and 175th St W. The finished water line from the water plant to 179<sup>th</sup> St W will be designed in a subsequent project. Complete drawings and technical specifications, along with traffic control, and prepare change order documentation for the fire station contractor to construct the finished water line within the fire station construction limits. Provide the City with drawings and specifications for a separate contractor to complete the work from Granby Lane and Dodd Blvd to the intersection of Glacier Way and 175th St W.
- A site survey has been completed for the fire station property. Conduct additional survey along proposed utility route between Granby Lane and Dodd Blvd to the intersection of Glacier Way and 175th St W, including topographic survey, location of visible utilities, establishment of horizontal and vertical control, and collection of sufficient vertical information to support utility alignment, profiles, and tie-ins based on record information and visible surface features.

#### **Assumptions:**

- The City will be responsible for securing and managing all required permits, easements, and right-of-way (ROW) access necessary for construction of the raw and finished water lines, including coordination with affected jurisdictions and property owners.
- Design of water lines will utilize open-cut construction methods.

#### **Deliverables:**

- Provide PDFs of drawings and specifications.

### **Task 112 – Additional Utilities**

- Review proposed sanitary sewer routing from the fire station. Suggest alternative routes if the current route negatively impacts the proposed satellite water treatment plant.

- Review proposed storm sewer facilities from the fire station property in coordination of a new satellite water treatment plant site.
- Coordinate utilities with City and fire station project team at a planning and coordination level.
- Review ancillary utilities (i.e. electric, natural gas, communications, etc.) and initiate discussion of extensions.

**Assumptions:**

- Utility relocation or design assistance of gas, fiber optic, electrical, or other impacted utilities is not included.

**PHASE 120. WATER TREATMENT PLANT****Task 121 – Initiate Design Activities**

- Survey. Perform, through a subcontract, topographic survey of the project site. Include existing utilities on the project site.
- Access Road to Satellite Water Treatment Plant. Review new road alignment and grades to the east of the fire station and propose alternatives to extend the road to the satellite water treatment plant for large chemical deliveries. Refine the site plan for the satellite water treatment plant.
- Water Treatment Plant Elevation.
  - Review the previously established floor elevation for the satellite water treatment plant building and suggest changes as necessary given the fire station stormwater pond has already been designed and site drainage is anticipated to discharge to that pond.
  - Evaluate how the building will appear from 179<sup>th</sup> Street to ensure the finished elevation is not unnecessarily high and presents an appropriate visual profile.
  - Review and confirm the building footprint, recognizing that overall building size affects roadway setbacks, access roads, and clearances from buried tanks. Update the conceptual site plan to reflect the size and location of major process structures and facilities.
- Geotechnical Exploration. Coordinate with geotechnical firm on scope of work and assist City in obtaining proposal from qualified geotechnical engineering services. Work will include exploratory work and laboratory and field testing (i.e. soil borings, test pits, piezometers, etc.) based on conceptual design and professional interpretations of exploratory and test data. One boring is anticipated north of Dodd Blvd. Review of the geotechnical report will occur in a subsequent project.
- Architectural Discussions. Conduct discussions with City and fire station designer on architectural program of facility to aid in architectural design/program of Water Treatment plant. Initiate layout of internal treatment plant for mechanical, chemical and control room areas.

- Construction Delivery
  - Confirm project scope, schedule, budget, risk tolerance, and decision timeline.
  - Baseline review: Compile key constraints (site/logistics, permitting, phasing, outages, market conditions, funding/procurement rules).
  - Delivery method screening: Evaluate design-bid-build (DBB) vs. construction manager at-risk (CMAR) against project-specific factors (cost certainty, schedule acceleration, constructability, change risk).
  - Develop a concise, side-by-side tables for each approach.
  - Facilitate workshop to align stakeholders, discuss the alternatives, capture priorities, and select an approach.
  - Deliver a brief memorandum summarizing the chosen method, rationale, key risks/mitigations, and implementation steps.
  - Develop a proposed schedule for design and construction of the project.
- Additional Services. The Engineer can provide additional services at the City’s request to address tasks that may arise as project needs evolve. These additional services will be initiated solely at the City’s discretion through written authorization, with scope and level of effort defined at the time of request, and performed on a time-and-materials basis in accordance with this Supplemental Agreement.

**SCHEDULE**

Complete all tasks within three months after project is initiated.

**COMPENSATION**

For the services covered by this Supplemental Agreement, the Owner agrees to pay the Engineer as follows; for the Scope of Services as described herein, an amount equal to Engineer's hourly billing rates, plus reimbursable expenses at cost. The maximum billed for these services shall not exceed \$146,000 without further authorization.

City of Lakeville \_\_\_\_\_

Black & Veatch Corporation: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Printed Name: Paul Boersma

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

Title: Vice-President

Date: \_\_\_\_\_

Date: 04/29/2026



**Date:** 5/4/2026

## **Ordinance Amending Title 7, Chapter 1 of Lakeville City Code Concerning Park Hours**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve ordinance amending Title 7, Chapter 1 of Lakeville city code concerning park hours.

### **Overview**

Staff is proposing an amendment to the City Code to allow for extended park hours for Grand Prairie Park. Since the usage of this park will be similar to that of Aronson Park and will host ballgames, tournaments and other events, staff is recommending that the park hours to be consistent. The ordinance amendment would allow Grand Prairie Park to be open to the public until 11:00 p.m. The amendment also includes language that allows for the Parks and Recreation Director to authorize written approval for special events to take place until 11:00 p.m. in all City parks.

The draft ordinance amendment has been available on the City's website since early April and the Parks, Recreation and Natural Resources Committee approved the draft ordinance amendment at their April 15 meeting.

### **Supporting Information**

1. Ordinance Amending Title 7, Chapter 1 of Lakeville City Code Concerning Park Hours

<p><b>Financial Impact:</b> \$NA    <b>Budgeted:</b> No    <b>Source:</b> NA <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
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ORDINANCE NO. \_\_\_\_

**CITY OF LAKEVILLE  
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 1 OF THE LAKEVILLE CITY  
CODE CONCERNING PARK HOURS**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA ORDAINS:

**SECTION 1.** Section 7-1-2(C) of the Lakeville City Code is amended to read as follows:

- C. Aronson Park and Grand Prairie Park may be open to the public between the hours of six o'clock (6:00) A.M. and eleven o'clock (11:00) P.M.

**SECTION 2.** Section 7-1-2 of the Lakeville City Code is amended to add a new subsection (D) to read as follows:

- D. When the Parks and Recreation Director has authorized extended hours for a special event or permitted event in a park in writing, which extension shall not exceed eleven o'clock (11:00) p.m.

**SECTION 3. Effective Date.** This ordinance shall be effective immediately upon its passage and publication.

**ADOPTED** by the City Council of the City of Lakeville, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF LAKEVILLE**

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

ATTEST:

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



**Date:** 5/4/2026

## **Change Order for the 2025 Miscellaneous Improvements Project in Include Trail Improvements**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve change order #6 in the amount of \$31,219.00 for trail improvements to the 2025 Miscellaneous Improvements Project, City Project 25-01.

### **Overview**

On March 17, 2025, the City Council awarded a construction contract for the 2025 Miscellaneous Improvements Project. This project included ADA upgrades and reconstruction of several trail segments. Due to unusually wet conditions in 2025 not all trail work could be completed as scheduled.

McNamara Contracting will complete the remaining four trail segments in 2026. In addition, the contractor has agreed to complete an adjacent trail segment along 170th Street that is in need of repair and located directly next to the planned work area. This segment was not originally included in the project due to budget constraints but can now be added through a change order and was budgeted for this year.

The proposed change order, in the total amount of \$31,219.00, would allow the additional trail and ADA improvements to be completed. Funding for this work will come from the 2026 Park and Trail Improvement Fund. Staff has negotiated with the contractor to complete all work at the original 2025 unit bid prices, providing a cost-effective solution for completing the remaining and additional improvements.

### **Supporting Information**

1. 25-01 Change Order 6
2. Change Order 6 Location Map

<p><b>Financial Impact:</b> \$31,219.00    <b>Budgeted:</b> Yes    <b>Source:</b> Park and Trail Improvement Fund <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Steve Ferraro, Public Works Coordinator</p>
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CITY OF LAKEVILLE  
CHANGE ORDER



CHANGE ORDER NO. 6	
DATE 4/27/2026	SHEET Page 1 of 1
PROJECT NO. 25-01	
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2025 Miscellaneous Improvements Project
ADDRESS 16700 Chippendale Ave Rosemount, MN 55068	TYPE OF WORK Change Order 6
ORIGINAL CONTRACT AMOUNT \$2,592,845.21	REVISED CONTRACT AMOUNT \$2,624,064.21

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount	
1	220	MOBILIZATION	LS	0	1.00	\$5,000.00	\$5,000.00	0.00	
2104.503	225	REMOVE CURB & GUTTER	LF	0	30.00	\$36.00	\$1,080.00	0.00	
2104.518	226	REMOVE CONCRETE WALK	SF	0	60.00	\$1.85	\$111.00	0.00	
2215.504	221	FULL DEPTH RECLAMATION	SY	0	560.00	\$5.00	\$2,800.00	0.00	
2231.604	230	BITUMINOUS PATCH SPECIAL	TON	0	2.00	\$380.00	\$760.00	0.00	
2360.503	227	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	SY	0	560.00	\$15.00	\$8,400.00	0.00	
2504.602	222	ADJUST VALVE BOX	EACH	0	2.00	\$670.00	\$1,340.00	0.00	
2521.518	223	6" CONCRETE WALK	SF	0	60.00	\$17.70	\$1,062.00	0.00	
2531.503	231	CONCRETE CURB AND GUTTER DESIGN B618	LF	0	30.00	\$38.00	\$1,140.00	0.00	
2531.618	224	TRUNCATED DOMES	SF	0	20.00	\$50.00	\$1,000.00	0.00	
2575.504	228	ROLLED EROSION PREVENTION CATEGORY 25	SY	0	435.00	\$7.60	\$3,306.00	0.00	
2575.604	229	PERMANENT TURF ESTABLISHMENT	SY	0	435.00	\$12.00	\$5,220.00	0.00	
<b>Net <u>Increase</u> or Decrease: \$31,219.00</b>							<b>Totals</b>	<b>\$31,219.00</b>	<b>\$0.00</b>

Due to this change, the contract time:

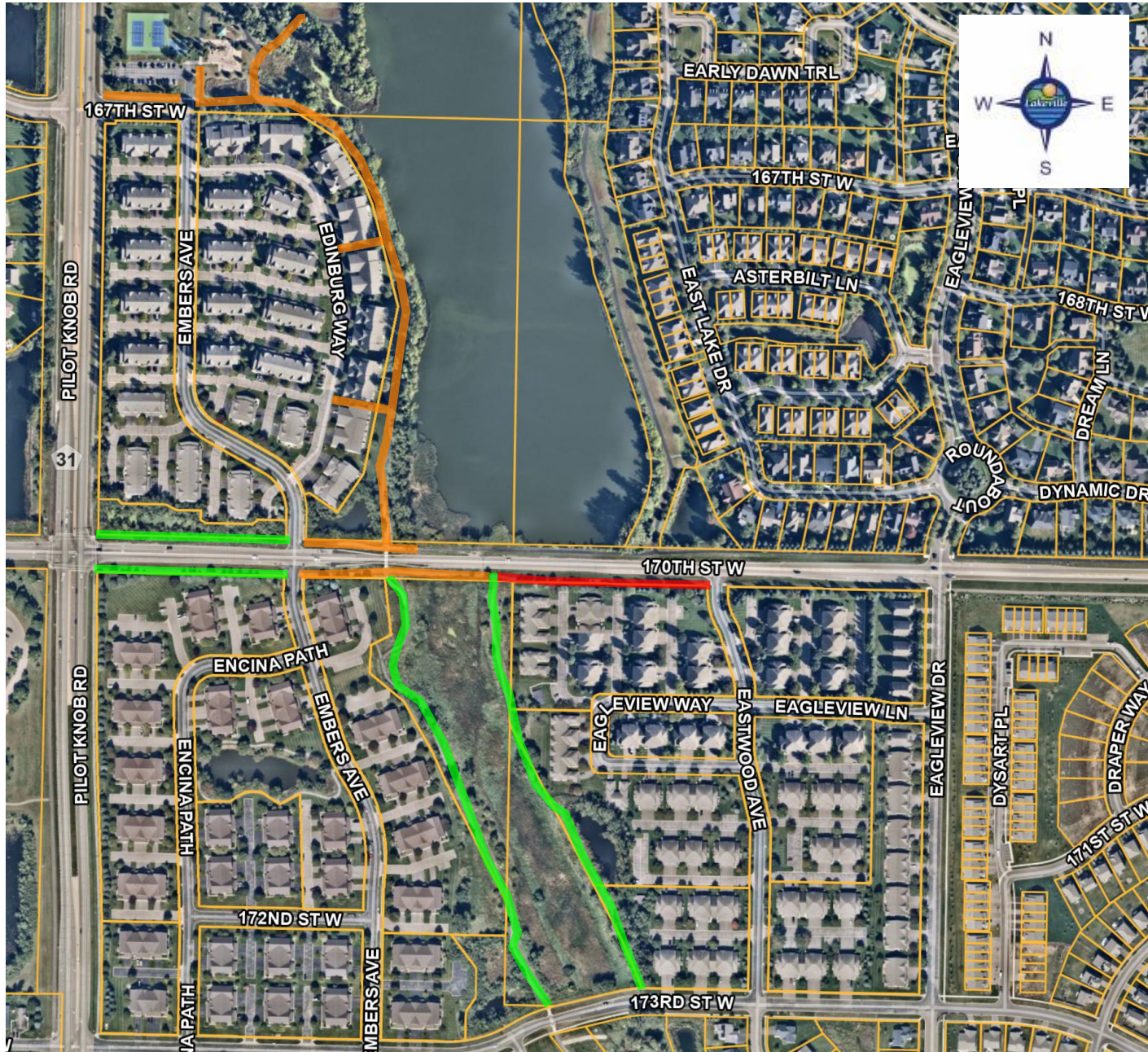
- a: is increased/decreased by 0 working days.  
is increased/decreased by 0 calendar days.
- b: is not changed.**
- c: may be revised if the work affects/affected the controlling operation

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

170th Trail rehabilitation addition to the project as adjacent trails being rehabilitated as part of the project. Prices above reflect unit bid prices with the exception of added mobilization charge.

CONTRACTOR SIGNATURE <i>Lucas Henry</i>	DATE 4.27.26
MAYOR SIGNATURE	DATE
CITY CLERK SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE <i>John Johnson</i>	DATE 4/27/2026

# 25-01 Change Order 6 Location Map



- Original 25-01 Trail Reconstruction (completed in 2025)
- Change Order 6 Trail Reconstruction Addition
- Original 25-01 Trail Reconstruction to be completed in 2026



**Date:** 5/4/2026

**Agreement with Friedges Landscaping Inc. for Highview Heights Park Hockey Rink Site Improvements**

**Proposed Action**

Staff recommends adoption of the following motion: Move to accept Agreement with Friedges Landscaping Inc. for Highview Heights Park Hockey Rink Site Improvements.

**Overview**

The Highview Heights Park hockey rink has been budgeted to be reconstructed in 2026. The 2026 approved Park Improvement Fund includes \$155,000 for this project which consists of items such as site improvements, rink board posts, sleeves, steel material, netting, lumber, fencing, and hardware. The site improvements include regrading of the existing rink and leisure skating areas, installing aggregate rink surface, and drainage improvements. A request for proposals was sent to three contractors. The low proposal was provided by Friedges Landscaping Inc. in the amount of \$94,848.19

At this time, Staff is recommending the Mayor and City Council approve the Agreement with Friedges Landscaping Inc. for Highview Heights Park Hockey Rink Site Improvements in the amount of \$94,848.19.

**Supporting Information**

1. Agreement - Friedges Landscaping Inc. - signed by contractor
2. Friedges Proposal dated 4/23/26
3. Highview Heights Rink Proposal Results

<p><b>Financial Impact:</b> \$94,848.19    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Mark Kruse, Parks Superintendent</p>
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**AGREEMENT  
BETWEEN CITY OF LAKEVILLE AND FRIEDGES LANDSCAPING INC.  
FOR HIGHVIEW HEIGHTS GENERAL SITE IMPROVEMENTS**

**THIS AGREEMENT** made this 4th day of May, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **FRIEDGES LANDSCAPING INC.**, a Minnesota municipal corporation (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. The City’s Request for Proposal for Highview Heights Park General Site Improvements, dated March 23, 2026.
- C. Specifications dated March 23, 2026 prepared by SRF Consulting Group, Inc.
- D. Contractor’s Proposal dated April 23, 2026.

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

**2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services. This Contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statute § 16C.285, Subdivision 3, the Responsible Contractor statute.

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

**4. PAYMENT PROCEDURES.**

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

- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.
- C. Payments to Subcontractors.
  - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
  - (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.
- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Parks Superintendent. Final completion shall be when all of the work is completed per the contract and 80% of the permanent cover is established, as determined by the Parks and Recreation Director.

5. **COMPLETION DATE.** The Work must be completed by **September 15, 2026.**

6. **CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

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

employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

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

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

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

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

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

The following coverages shall be included:

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

*Automobile Liability*

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

*Workers Compensation*

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

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

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

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

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

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

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

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

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

**12. MISCELLANEOUS.**

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

provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

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

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

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

F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, 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.

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

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

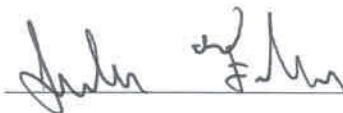
I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

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

**OWNER:  
CITY OF LAKEVILLE**

**CONTRACTOR:  
FRIEDGES LANDSCAPING INC.**

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

BY:  \_\_\_\_\_  
Its: Vice President

AND \_\_\_\_\_  
Ann Orlovsky, City Clerk

## PROPOSAL FORM

### CITY OF LAKEVILLE HIGHVIEW HEIGHTS GENERAL SITE IMPROVEMENTS (GRADING AND DRAINAGE FOR RINKS)

The undersigned, being familiar with Lakeville's conditions; having made the field inspections and investigations deemed necessary; having studied the specifications for the work and cost thereof; hereby proposes to provide all labor, materials and equipment and all else necessary to completely finish the project in accordance with the specifications.

***The undersigned has examined the attached specifications and information provided for grading and drainage improvements for hockey rink replacement at Highview Heights Park, Lakeville, MN and, if awarded the quote, agrees to complete the project by September 15, 2026.***

**UNIT LEGENDS:**            LS=Lump Sum, SF=Square Feet, SY=Square Yards, EA=Each,  
   LF=Lineal Foot, FF=Face Feet, CY=Cubic Yards

HIGHVIEW HEIGHTS PARK GENERAL SITE IMPROVEMENTS – PROPOSAL FORM					
No.	Item - Description	Estimated Qty.	Unit	Unit Price (in Dollars)	Total (In Dollars)
1	Mobilization	1	LS	\$9,500.00	\$9,500.00
2	Provide all necessary construction surveying and staking to meet layout and grading requirements for all work - complete.	1	LS	\$3,355.00	\$3,355.00
3	*On-site earthwork as required to achieve plan grades and on-site earthwork balance - complete, including 1) stripping and stockpiling of topsoil; 2) common excavation of subsoil materials to subgrade elevations identified for paving areas and; 3) maintenance of grades throughout construction including all silt fence, bio rolls, or other approved method; 4) final grading to specified tolerances -complete.	1	LS	\$9,000.00	\$9,000.00
4	Furnish and install silt fence – complete.	460	LF	\$1.85	\$851.00
5	Furnish and install 4" perforated HDPE drain tile as shown on the plans and specifications including fine filter aggregate, and all connections to existing drainage structures.	122	LF	\$16.88	\$20,745.52
6	Furnish and install 16" wide concrete maintenance strip.	1,229	LF	\$0.00	\$0.00
7	Furnish and install 8" compacted depth MNDOT Class 5 Aggregate for 2' wide buffer area along outside of rink – complete.	123	SY	\$34.21	\$4,207.83

8	Furnish and install 6" compacted depth MNDOT Class 5 Aggregate for rink pavement base layer - complete	1,868	SY	\$10.73	\$20,043.64
9	Furnish and install 2" compacted depth ag-lime for rink pavement finish layer – complete.	1,868	SY	\$11.40	\$21,295.20
10	Furnish and install general turf seed mix as shown on the plans and specifications, including Category 20 erosion control blanket (all disturbed areas) - complete.	.5	AC	\$11,700.00	\$5,850.00
<b>TOTAL QUOTE:</b>					<b>\$94,848.19</b>

**CONTRACTOR INFORMATION:**

Friedges Landscaping Inc.  
 Business Name

Justin Friedges  
 Authorized Representative Name

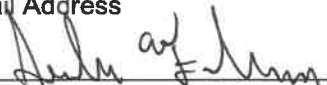
9380 202nd St. W.  
 Address

Lakeville, MN 55044  
 City, State, Zip

952-469-2996  
 Office Number

Cell Number

Justin@friedgesinc.com  
 Email Address

  
 Signature of Authorized Representative

04/23/26  
 Date

## INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

---

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

The undersigned understands that, if the undersigned is the apparent low bidder, the undersigned will be required to submit a supplemental verification under oath as a condition precedent to the execution of the contract. If the undersigned fails to provide the required supplemental verification, it could forfeit its bid bond.

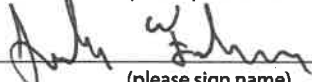
I have **attached a list** of all of my company's first-tier subcontractors that it intends to retain for work on the project.

Date: 4/23/26

**Contractor:**

Friedges Landscaping Inc.

By Justin Friedges  
(please print name)

Signature   
(please sign name)

Its Vice President



**SUPPLEMENTAL CONTRACTOR VERIFICATION OF COMPLIANCE**

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

Pursuant to Stat. § 16C.285, subd. 3(7), my company has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor or motor carrier.

The undersigned agrees that, if it retains additional subcontractors on the project after submitting its verification of compliance, it shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with Minn. Stat. § 16C.285, subd. 3(7), within 14 days of retaining the additional subcontractors.

Upon request, the undersigned shall submit to the contracting authority copies of the signed verifications of compliance from all subcontractors of any tier and all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

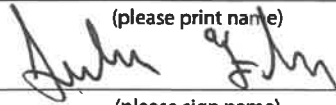
The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Date: 4/23/26

**Contractor:**

Friedges Landscaping Inc.

By Justin Friedges  
(please print name)

Signature   
(please sign name)

Its Vice President

**Highview Heights Rink Improvements**  
**Proposal Results**  
**4/23/2026**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
Friedges Landscaping, Inc.	\$94,848.19
Blackstone Contractors LLC	\$98,714.54
Pember Companies	\$113,220.85



Date: 5/4/2026

**Agreement with New Look Contracting and Budget Resolution for Kenrick Avenue Retaining Wall and Drainage Repairs, City Project 26-16.**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve Agreement with New Look Contracting and Budget Resolution for Kenrick Avenue Retaining Wall and Drainage Repairs, CP26-16.

**Overview**

The Kenrick Avenue Retaining Wall and Drainage Repairs project is identified in the 2026-2035 CIP. The I-35 fishing bridge access sidewalk and trail are failing from water levels behind the current sheet pile retaining wall. Staff have worked with an engineering and structural consultant over the past two years to determine the cause and long-term repair needed for this area. The project will involve structurally improving the retaining wall, sidewalk to the fishing pier, improved surface water management, and trail replacement. The project will result in a safe, ADA compliant access to the fishing pier. Four contractors provided bids for the project, with New Look Contracting providing the low bid.

Staff is recommending approval of an Agreement with New Look Contracting and Budget Resolution for Kenrick Avenue Retaining Wall and Drainage Repairs at a cost of \$632,298.

**Supporting Information**

1. Agreement with New Look Contracting (unsigned)
2. CP26-16 Bid Tab Summary
3. WSB Letter of Recommendation
4. CP26-16 Budget Resolution

<p><b>Financial Impact:</b> \$632,298.00    <b>Budgeted:</b> Yes    <b>Source:</b> Multiple Sources <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Mark Kruse, Parks Superintendent</p>
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# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

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THIS AGREEMENT is by and between City of Lakeville (“Owner”) and New Look Contracting (“Contractor”).

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

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:

The furnishing of all labor, materials, tools, and equipment necessary to complete the trail construction, storm sewer, grading, structural, turf restoration, and appurtenant work as shown on the Plans and specified herein.

## ARTICLE - 2 THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Kenrick Avenue Retaining Wall and Drainage Repairs Project for the City of Lakeville, City Project No. 26-16, WSB Project No. 033278-000.

## ARTICLE - 3 ENGINEER

3.01 The Owner has retained WSB LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by WSB LLC.

## ARTICLE - 4 CONTRACT TIMES

4.01 *Time is 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 completed on or before September 4<sup>th</sup>, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 30<sup>th</sup>, 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 Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807.1-1 for each Calendar Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807.1-1 for each Calendar Day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

## 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. *Contract Price*: four hundred and forty-nine thousand and seventy-five and 00/100 Dollars (\$449,075.00) for Base Bid subject to adjustment based on the provisions of the Contract.
- B. 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.

- C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for Unit Price Work.

## 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 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).
    - 1) If 50 percent or more of the Work has been 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, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
- 1. 250 percent of the anticipated cost to correct or complete work known at the time of Substantial Completion, including any punch list items; and
  - 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per month.

**ARTICLE - 7 CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the Project Manual.

6. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: 2026 Kenrick Avenue Retaining Wall and Drainage Repairs Project, dated April 3, 2026.
  7. Addenda (numbers 1 to 1, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. bidVAULT Bid Worksheet.
    - b. Completed Bidder Information Form.
    - c. Non-Collusion Affidavit.
    - d. Responsible Contractor Verification and Certification of Compliance Form.
  9. 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.
    - e. Maintenance Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. 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 Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- B. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- C. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
  1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 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.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's 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.

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

This Agreement will be effective on May 4<sup>th</sup>, 2026 (which is the Effective Date of the Contract).

Owner:

City of Lakeville

Contractor:

New Look Contracting

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

20195 Holyoke Avenue

Lakeville, MN 55044

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

# 2026 Kenrick Ave Retaining Wall and Drainage Repairs

City Project # 26-16

Bid Opening Summary

April 22nd, 2026 10:30 am

Contractor	Acknowledge Addendums	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Bid Alt	Total Bid
<b>New Look Contracting</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>\$449,075.00</b>		<b>\$449,075.00</b>
Pember Companies	X	X	X	X	\$461,267.30		\$461,267.30
Urban Companies	X	X	X	X	\$487,959.00		\$487,959.00
Shoreline Landscaping	X	X	X	X	\$795,006.90		\$795,006.90



April 27, 2026

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

Re: 2026 Kenrick Avenue Retaining Wall and Drainage Repairs Project  
City of Lakeville Project No. 26-16  
WSB Project No. 033278-000

Dear Mayor and Council Members:

Electronic bids were received for the above-referenced project on Wednesday, April 22<sup>nd</sup>, 2026, and were opened and read aloud. Four bids were received. The bids were checked for mathematical accuracy and tabulated by City of Lakeville staff. Please find enclosed the bid tabulation indicating New Look Contracting, of Rogers, Minnesota, as the low bidder with a base bid total amount of \$449,075. The Engineer's Estimate for the total project was \$392,274.

We recommend that the City Council consider these bids and award a contract in the grand total bid in the amount of \$449,075, to New Look Contracting, based on the results of the bids received.

If you have any questions, please contact me at 952.737.4675.

Sincerely,

WSB

Monica Heil, PE  
Senior Vice President

Attachment

701 XENIA AVE S UNIT 300 | GOLDEN VALLEY, MN | 55416 | 763.541.4800 | WSBENG.COM

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

**Resolution Authorizing Funding and Budget Amendments and Transfers  
2026 Kenrick Ave Retaining Wall and Drainage Repairs, City Project 26-16**

**WHEREAS**, the 2026 Kenrick Ave Retaining Wall and Drainage Repairs, City Project 26-16, 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 \$632,298 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 Source</b>	<b>Amount</b>
Park & Trail Improvement Fund	\$359,772
Stormwater Infrastructure Fund	191,164
Pavement Management Fund	81,361
	<b>\$632,298</b>

**ADOPTED** by the Lakeville City Council this 4th day of May 2026.

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

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



**Date:** 5/4/2026

## **Amending 2026 Park & Trail Improvement Fund Budget**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2026 Park and Trail Improvement Fund Budget

### **Overview**

During the 2026 budget adoption process, staff proposed combining the Park Improvement Fund and Trail Improvement Fund into a single fund to be called the Park and Trail Improvement Fund. Projects between the two funds often overlap, and it will be more efficient for staff to have the funds combined. The 2026 adopted budget included a combined budget in the Park and Trail Improvement Fund.

Staff would like to formalize the movement of the remaining fund balance in the Trail Improvement Fund as of December 31, 2025 into the combined Park and Trail Improvement Fund. The amount to be transferred to the new fund on January 1, 2026 is \$792,759.93.

### **Supporting Information**

1. Resolution- Amending 2026 Park and Trail Improv Fund Budget

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

**CITY OF LAKEVILLE**

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

**Resolution Amending the 2026 Budget**

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

1. The 2026 budget for the Park & Trail Improvement Fund is hereby amended to include a transfer in the amount of \$792,759.93 from the previous Trail Improvement Fund effective January 1, 2026.

**ADOPTED** by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

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

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



**Date:** 5/4/2026

## **Amendment to 2025-2027 Generator Service and Maintenance Contract**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve an amendment to the 2025–2027 Generator service and Maintenance Contract to complete substantial repairs on the Well 14 generator.

### **Overview**

The Well 14 generator, installed in 2011, experienced a significant mechanical failure during a curtailment event on January 27, 2026. The generator shut down due to a low-oil-pressure alarm.

During inspection, the generator produced an audible engine knock and fluctuating oil pressure. Metal particles were later found in the oil filter, indicating internal engine damage. Additional diagnostics confirmed that the #6 connecting-rod bearing had spun, resulting in significant internal failure. Condensation in the breather system may have contributed to breather freezing and oil displacement through the turbocharger, leading to the low-oil condition.

Staff looked into alternative options, including engine replacement, or a full generator system replacement. Staff recommends proceeding with the repair of the existing generator engine at a cost of \$30,895. This option restores reliability at the lowest cost. Staff is also planning to upgrade the breather system to reduce the risk of this issue accruing in the future.

### **Supporting Information**

1. Well 14 Repairs Contract Amendment
2. Generator service and Maintenance Contract 2025-2027 \_Advanced Power\_Final

<p><b>Financial Impact:</b> \$30,895    <b>Budgeted:</b> No    <b>Source:</b> Water Fund Major Maintenance <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Tom Breeggemann Facility Supervisor</p>
---

## **FIRST AMENDMENT TO CONTRACT FOR SERVICES**

**THIS FIRST AMENDMENT** (this "**Amendment**") is made as of this 4th day of May, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("**City**"), and **ADVANCED POWER SERVICES INC.**, a Minnesota Corporation, ("**Contractor**").

**WHEREAS**, the City and Contractor entered into a Contract For Services 2025-2027 Generator Maintenance. ("**Contract**");

**WHEREAS**, the City desires to have Contractor provide additional generator services for Well 14 Generator.

### **NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Amendment to Paragraph 1 of the Contract.** Paragraph 1 of the Contract is amended to include in the Work, the work proposed in Contractor's Proposal attached as Exhibit E.

2. **Amendment to Paragraph 2(E) of the Contract.** Paragraph 2(E) of the Agreement is amended in its entirety to read as follows

E. Contractors Proposal (Exhibit C) and Contractors' Quote Dated 4/28/2026 (Exhibit E)

3. **Amendment to Contract.** The Contract is amended to include Exhibit E as attached hereto.

**IN WITNESS WHEREOF**, the City and Contractor have entered into this Amendment as of the date first above written.

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

**CITY OF LAKEVILLE**

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

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

**ADVANCED POWER SERVICES INC.**

By: Lucas Braun

Print Name: LUCAS BRAUN

Its: Service Manager

**EXHIBIT E**



16450 Woodsvie Lane  
 Carver Mn 55315  
 Phone: 952-465-9959  
 Email: lbraun@advancedpowerservice.com

**Quotation**  
 DATE 4/28/2026  
 Quotation # 12-11-25-01-LB  
 Customer ID LAKE

0

**Quotation For:**  
 City of Lakeville  
 Tom  
 Well 14 Generator Repairs

Quotation valid until: 6/27/2026  
 Prepared by: LPB

**Comments or Special Instructions:** Service Needs/ Includes Parts and Installation

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
LB					Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE	AMOUNT
1	Labor. Remove faulty Hino Natural Gas Engine. Bring engine to shop. Disassemble engine. Complete rebuild. Bring engine back to the site. Install. Test			\$ 19,800.00
1	Parts. Hino 13.3L Engine. Engine Cylinder heads. Engine cylinder valves. Engine gasket kit. Engine cylinder sleeves. Crank Shaft. Cam Shaft. Sealing washer sleeves. Turbo Charger. Dip stick tube. Dip stick. Oil pump. Cylinder head bolt kit.			\$ 9,895.00
1	Shop Supplys			\$ 100.00
1	Stite Visit Travel			\$ 300.00
1	Crane Truck. Remove. Install			\$ 800.00
1				
1				
				\$ -

SUBTOTAL	
TAX RATE	
SALES TAX	
OTHER	-
<b>TOTAL</b>	<b>\$30,895.00</b>

If you have any questions concerning this quotation, contact Lucas Braun at 952-465-9959

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

## CONTRACT FOR SERVICES

**THIS AGREEMENT** made this 21st day of January, 2025, by and between the **CITY OF LAKEVILLE**, hereinafter referred to as the "City", and **ADVANCED POWER SERVICES LLC**, hereinafter referred to as the "Contractor".

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

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consist of inspecting, servicing, and providing maintenance of the Generator systems at designated City facilities. The Contractor agrees to perform the services as detailed in the Contract Documents.

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

- A. This document entitled "Contract for Services".
- B. Generator Maintenance Services Request for Proposal and Specifications.
- C. Inspection and Servicing Task List, (Exhibit A)
- D. Equipment and Battery Replacement Listing, (Exhibit B.)
- E. Contractor's Proposal, (Exhibit C.)
- F. Addendum #1, (Exhibit D.)\_

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

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

4. **PAYMENT.**

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

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

## 5. INDEMNIFICATION.

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

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

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

**6. RIGHTS AND REMEDIES.**

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

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

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

**8. INSURANCE.** Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Worker's Compensation

Employer's Liability

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

Bodily Injury by Disease aggregate - \$500,000

Bodily Injury by Accident - \$500,000

Commercial General Liability – \$2,000,000 annual aggregate.

Business Automobile Liability - \$2,000,000 per occurrence combined single limit.

Excess/Umbrella Liability - \$2,000,000 each occurrence/aggregate

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

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,

- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and

Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the city. Certificates of Insurance that do not meet these requirements will not be accepted. Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

**9. TERM.** The term of this Contract shall begin on or about January 1, 2025 and end on December 31, 2027, both dates inclusive, unless sooner terminated as hereinafter provided.

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

**11. SUPERVISION OF CONTRACTOR.** The City's designated supervisor will be the Facilities Supervisor. The Facilities Supervisor, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Contractor under this Contract. The Contractor will contact the City of Lakeville by e-mail as to the dates and the times they will perform work at each facility. The Facilities Supervisor's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2630; (C) 952-224-6219; email address is [TBreeggemann@Lakevillemn.gov](mailto:TBreeggemann@Lakevillemn.gov).

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

**13. INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Contract for

Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

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

CITY: City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044

CONTRACTOR:

Advanced Power Services Inc.  
16450 Woodsvie Lane  
Carver, MN 55315

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

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

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

**18. DATA PRACTICES/RECORDS.**

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act,

Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

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

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

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

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

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

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

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

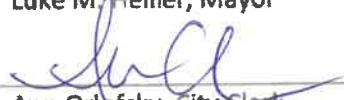
Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the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

22. **WORK HOURS.** Generator preventive maintenance and inspections shall start no earlier than 7:00 a.m. and be completed before 3:30 p.m.

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

**CITY OF LAKEVILLE**

BY:   
Luke M. Hellier, Mayor

AND   
Ann Orlofsky, City Clerk

**ADVANCED POWER SERVICES INC.**

BY: Lucas Braun

Its Lucas Braun

**Exhibit A – Inspection and Servicing Task List**

**GENERATOR INSPECTION AND SERVICING TASK LIST  
EXHIBIT A**

**INSPECTION BI- ANNUAL CHECKLIST**

**ENGINE**

- A. CHECK SPARK PLUGS
- B. CHECK IGNITION POINTS
- C. CHECK IGNITION WIRES
- D. CHECK DISTRIBUTOR
- E. CHECK GAS PRESSURE
- F. CHECK FUEL PUMP'S
- G. CHECK INJECTION PUMP
- H. CHECK AIR INTAKE SYSTEM
- I. CHECK TURBOS
- J. CHECK BELTS

**ELECTRICAL/STARTING SYSTEM**

- A. CHECK STARTER SOLENOID TERMINALS
- B. CHECK STARTER
- C. CHECK ELECTRICAL CONNECTIONS
- D. CHECK AC/DC ALTERNATOR OPERATION
- E. RUN UNIT CHECK SAFETY SHUTDOWNS
- F. CIRCUIT BREAKER CHECK OPEN OR CLOSED

**COOLING SYSTEM**

- A. CHECK FOR LEAKS, CHECK CLAMPS/HOSE CONNECTIONS
- B. CHECK COOLANT LEVEL, RECORD PROTECTION
- C. CHECK BLOCK HEATER, RECORD TEMP.

**BATTERY**

- A. CHECK BATTERY STARTING SYSTEM
- B. BATTERY CHARGER - RECORD SETTINGS AMPS AND VOLTS
- C. CHECK ELECTROLYTE LEVEL
- D. RECORD SPECIFIC GRAVITY
- E. CHECK CONNECTIONS-CLEAN AS NEEDED
- F. NOTE OVERALL CONDITION OF SYSTEM

**GENERATOR ANNUAL LOAD TRANSFER TEST**

- A. ENGINE COOLANT TEMP.
- B. ENGINE LUBE PRESSURE
- C. LUBE OIL TEMP.
- D. BATTERY CHARGE RATE AMPS A,B AND C PHASES AND SINGLE PHASE
- E. VOLTAGE A,B AND C PHASE'S AND SINGLE PHASE
- F. FREQUENCY

**OIL SYSTEM**

- A. CHECK LUBRICATION SYSTEM
- B. CHECK OIL LEVEL
- C. LUBRICATE GOVERNOR AND LINKAGE
- D. INSPECT ENTIRE UNIT FOR OIL LEAKS
- F. INSPECT/CLEAN BREATHER

**FUEL SYSTEM**

- A. CHECK FLEXIBLE CONNECTION
- B. CHECK DAY TANK FLOAT LEVEL
- C. CHECK FUEL TRANSFER PUMP
- D. FUEL FILTER'S-DRAIN WATER SEPARATOR
- E. CHECK FUEL SOLENOID
- F. RECORD FUEL SUPPLY

**TRANSFER SWITCH**

- A. START/STOP GENSET FROM SWITCH
- B. INSPECT INSTRUMENTS & GAUGES
- C. CHECK EXERCISE CLOCK
- D. CHECK TIME DELAY SETTINGS

**AIR AND EXHAUST SYSTEM**

- A. VISUAL INSPECTION OF SYSTEM FOR EXHAUST LEAKS
- B. CHECK EXHAUST RAIN CAP
- C. CHECK LOUVRE OPERATION AND SEAL
- D. CHECK FOR AIR FLOW OBSTRUCTIONS

**Exhibit A – Inspection and Servicing Task List**

**FULL SERVICE ANNUAL CHECKLIST**

**ENGINE**

A. SERVICE AIR CLEANER

**FUEL SYSTEM**

A. CHANGE FUEL FILTERS

**AIR AND EXHAUST SYSTEM**

A. DRAIN EXHAUST CONDENSATION TRAP

**BATTERY**

A. BATTERY SUPPLIED & REPLACED @ No More Than 3 YEAR INTERVAL

**OIL SYSTEM**

A. CHANGE OIL AND FILTER

**COOLING SYSTEM**

A. TEST/RECORD DCA CHARGE

B. CHANGE COOLANT FILTER

**GENERATOR EQUIPMENT 2025-2027  
EXHIBIT B**

UNIT ID #	MANUFACTURER	MODEL	PROD MODEL	SERIAL #	TYPE	UNIT LOCATION
# 1420	CATERPILLAR	3512DITA	3512	24Z09172	GEN SET	WATER TREATMENT FACILITY
# 1416	ONAN	GEN SET	68T5.9	44239050	STANDBY	TRAILER UNIT ONAN
# 1413	OLYMPIAN	D100P2	1PKXL05.9HI	YB506048U765417H ST	STANDBY	TRAILER UNIT CAT
# 1417	CUMMINS	GEN SET	C80N6	H160956726	GEN SET	LIFT STATION # 6
# 1418	CATERPILLAR	SR4B	3406 ARR 122-0086	4FD01485	GEN SET	LIFT STATION # 7
# 8781	OLYMPIAN	G20F3S	G20F3S	OLY00000VNGF011 ST	STANDBY	FIRE STATION #1
# 8782	OLYMPIAN	G15U3S	G15U3S	PNGZ0668	STANDBY	FIRE STATION #2
# 8783	OLYMPIAN	G15U3S	G15U3S	JNGZ00852	STANDBY	FIRE STATION #3
# 8784	MTU	4R0113DS60	361PSL1602	95090502237	STANDBY	FIRE STATION # 4
# 7426	MTU	6R0120DS180	431PSL6206	95120501141	STANDBY	CITY HALL
# 0900	DETROIT	650RXC6DT2	650RXC6DT2	156823-0308	GEN SET	183RD PD
# 2412	CATERPILLAR	3456/LC6	3456	JC3G00511/G68011	STANDBY	CENTRAL MAINTENANCE FACILITY
# 1421	CUMMINS	GEN SET	150.0GGLB7523879	L080224466	STANDBY	WELL #19
#1422	OLYMPIAN	G230LG2	OH0924 SG0230KG13133N23HPSYE	GXD00790	STANDBY	WELL # 14
#1423	Cummins	KTA19GC	KTA19GC/OG-CAT	37272949	STANDBY	WELL #21/22



City of Lakeville  
Positioned to Thrive

Work Sheet  
City of Lakeville  
Generator Maintenance Agreement

Facility	Spring Inspection	Fall Inspection+Service	Year Total
Fire Station 1 20190 Holyoke Ave	\$230	\$300	530
Fire Station 2 16720 Dodd BLVD	\$230	\$300	530
Fire Station 3 17490 Kenrick Ave	\$230	\$300	530
Fire Station 4 9465 185th St	\$240	\$420	660
Water Treatment Facility 18400 Ipava Ave	\$300	\$2950	3250
Lift Station 6 19118 Orchard Tr	\$250	\$450	700
Lift Station 7 16810 Chart House Dr	\$295	\$900	1195
Onan Trailer Unit 18400 Ipava Ave	\$280	\$440	720
Cat Trailer Unit 18400 Ipava Ave	\$280	\$440	720
Lakeville City Hall 20195 Holyoke Ave	\$250	\$600	850
Central Maintenance Facility 7570 179th St W	\$250	\$600	850
Lakeville Police Station 9237 183rd St	\$260	\$1000	1,260
Well 19 17191 Gerdine Path	\$250	\$550	800
Well 14 18350 Dodd Blvd	\$250	\$700	950

Total

13,545



City of Lakeville  
Positioned to Thrive

**PROPOSAL FORM**  
**City of Lakeville**  
**2025 – 2027 Generator Maintenance**

Total 2025	<u>\$ 13,545</u>
Total 2026	<u>\$ 13,700</u>
Total 2027	<u>\$ 13,995</u>
Total 3 yr Agreement	<u>\$ 41,240</u>

Group 27 Battery Replacement	<u>\$250</u>
Group 31 Battery Replacement	<u>\$250</u>
Group 4D Battery Replacement	<u>\$270</u>
Group 8D Battery Replacement	<u>\$280</u>

Technician Service Rate	Normal Hours Rate:	\$ <u>\$135</u>	/hour
Technician Service Rate	Overtime Hours Rate:	\$ <u>\$175</u>	/hour
Technician Service Rate	Holiday Hours Rate:	\$ <u>\$175</u>	/hour

\*Normal Hours are defined as: Weekdays 7:00 a.m. to 4:00 p.m. Overtime Hours are: Weekdays 4:00 p.m. to 7:00 a.m. plus Saturday and Sunday.

Truck or Trip Charges:	\$ <u>\$75</u>
Other Applicable Charges:	\$ _____
Explanation of Other Applicable Charges	_____

Supplies and Materials Markup %	<u>15</u>
Guaranteed Response Time	<u>2 Hr</u>



City of Lakeville  
Positioned to Thrive

Firm: (indicate correct name of proposing entity)  
Advanced Power Services, Inc

By: Lucas Braun  
Signature  
Lucas Braun  
Printed Name

Attest: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title: Service Manager

Submittal Date: 12/10/24

Address for giving notices:  
16450 Woodsvew Lane  
Carver, MN 55315

Telephone No. 9652-465-9959

Facsimile No. \_\_\_\_\_

Contact Name and Email Lucas Braun  
Lbraun@advancedpowerservice.com

Exhibit D

Addendum #1

Well 20 & 22 was added to generator list.

Contractor agrees to provide service and maintenance as outlined in the Inspection and Service Task List (Exhibit B)

Equipment Details

Standby Generator Well 21/22 Cummins, KTA19GC, KTA19GC/OG-CAT

	Spring Inspection	Fall Inspection and Preventive Maintenance
Contract Price		
2025	<u>\$ 300</u>	<u>\$ 600</u>
2026	<u>\$ 310</u>	<u>\$ 600</u>
2027	<u>\$ 320</u>	<u>\$ 600</u>



**Date:** 5/4/2026

## **Proposal from StayCations Outdoor Design for the Pioneer Plaza Water Feature Replacement**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the proposal from StayCations Outdoor Design for the Pioneer Plaza Water Feature Replacement.

### **Overview**

Funding for improvements to the water feature at Pioneer Plaza was approved in the 2026 budget. The current water feature and drainage system have caused ongoing maintenance issues for staff and have experienced periodic mechanical failure. Staff worked with Staycations Outdoor Design on the design of a new water feature, including an improved drainage system and landscape enhancements. The contractor would be responsible for removing the current pavers, the underground water basin and the existing plumbing. The current water feature will be relocated and repurposed as the park's ID sign. Other enhancements to the park space include:

- Removal of the existing water fountain to be replaced with the construction of Lake Marion Greenway Trailhead
- Removal of deteriorated signage
- Installation of a new bike rack
- Realignment of picnic area and addition of a new picnic table

These enhancements will give the plaza a much-needed refresh and improve its overall aesthetic. The total cost of the water feature replacement and related site work will be \$22,549.00. The Parks, Recreation and Natural Resources Committee reviewed and approved the new water feature and site enhancements at their April 15 meeting.

### **Supporting Information**

1. Design Plan from StayCations Outdoor Design
2. Proposal from StayCations Outdoor Design for Pioneer Plaza

<p><b>Financial Impact:</b> \$22,549.00    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Design that connects the Community <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
--

# Enhancing Pioneer Plaza: Proposed Fountain Replacement & Design Plan (2026)



# Purpose of the Project







- **Enhance Pioneer Plaza with a signature water feature**
- Establish a more reliable and modern system to replace the failing existing feature.
- Improve visual appeal at one of Lakeville's most visible public spaces.
- Creates a beautiful backdrop for city events, photos, and seasonal programming
  
- **Create a calming gathering space**
- Provide a relaxing environment for families, visitors, and downtown pedestrians to gather around.
- Add an inviting soundscape that improves the atmosphere of the plaza.
- Integrate seating, lighting, and landscaping to encourage community use
  
- **Support long-range park system master plan**
- Aligns with the city's goals for revitalizing public spaces and improving user experience.
- Incorporates safe, low-maintenance, ADA-friendly design principles.
- Reduces future operational burden with modern, efficient, pondless technology.

# StayCations Outdoor Design – Who We Are

- Local Lakeville resident and business specializing in **custom water features & fountains**.
- Over **10 professionally designed fountains** on our local outdoor showroom.
- Experts in **municipal-ready installations** (pondless systems, basalt columns, urns, lighting).
- Focused on **community spaces** that enhance calm, gathering, and accessibility.
- Fully licensed & insured contractor in Minnesota.
- Passionate about creating **tranquil spaces** for families and public parks.



# Pioneer Plaza Fountain Project – Budget Overview

-  Fountain Features – \$15,900
-  Boulders & Rockwork – \$850
-  Lighting System & electrical – \$2,600
-  Site Preparation & Labor – \$2,425
-  Demolition & Relocation – \$1,750
-  Water Storage System – \$1,330

Total Project Cost: \$24,855

City Sales Tax: Exempt

“Detailed Estimate Available Upon Request”

# Design Concept & Examples

- I've included rendering images of what the water feature will look like.
- Day & night views
- New placement of the current Pioneer Plaza water feature.
- Opportunities for landscape lighting, additional signage, memorial or dedication plaques.
- Optional yearly maintenance service add on.

# Future Vision of Pioneer Plaza



# Future Vision of Pioneer Plaza



# Project Scope and Timelines

Target Installation Window: Spring 2026 (Weather-Dependent)

Project Duration: 10–14 working days

## Pre-Construction Phase (2–4 Weeks Prior to Start)

- ✓ Final design approval by the City of Lakeville.
- ✓ Confirmation of fountain placement & final dimensions.
- Submission of ST3 tax-exempt certificate.
- Material procurement (urns, basalt columns, pumps, Aquablox, lighting)
- Utility marking & site readiness checks.
- ✓ Pre-construction walk-through with Parks & Rec staff

# Project Timelines

## Week 1 – Demolition & Infrastructure

### Days 1–3:

- Removal of existing fountain, basin, and brick infrastructure
- Excavation for new reservoir footprint
- Relocation of Pioneer Plaza monument to approved location
- Delivery of large rock, fieldstone, and materials

### Days 3–5:

- Installation of EPDM liner and underlayment
- Placement & leveling of Aquablox water storage modules
- Installation of pump vault and main plumbing lines

## Week 2 – Fountain Build & Finishing

### Days 6–10:

- Install basalt column fountains
- Integrate all plumbing lines and flow-balancing
- Install 6 LED low-voltage lighting fixtures + transformer
- Begin rockwork: shaping, leveling, surrounding boulders

### Days 10-14

- Add river rock topcoat and finish grade work
- Test circulation system, fill valve operation, and lighting aim
- Flush and calibrate system to city's preferred flow level
- Final walkthrough with Parks & Rec staff

# Warranty Terms

## Workmanship Warranty:

StayCations Outdoor Design guarantees all workmanship for 12 months from installation completion.

### This includes:

- Fountain assembly
- Plumbing connections
- Reservoir construction
- Boulder placement stability
- LED lighting installation

\*\* Repairs are covered at no cost unless caused by vandalism, misuse, or unrelated site changes. StayCations Outdoor Design will not be held liable for damage to the original stone fountain upon excavating and re-homing.

\*\* StayCations will handle all warranty communication on behalf of the City.

## Manufacturer Warranty:

- **Basalt Fountains:** Lifetime warranty on basalt structure
- **Aquasurge Pump:** 3-year limited warranty
- **EPDM Liner:** 20-year manufacturer warranty
- **LED Lights:** 5-year limited warranty

# Recommended Annual Maintenance (Optional)

## WINTERIZATION SERVICES

- Shut down pumps & drain entire system
- Blow out lines to prevent freeze damage
- Remove & store pumps for winter protection
- Secure urns/basalt openings against ice expansion
- Inspect liner, vault & Aquablox before freeze
- Winter coverings of each fountain to protect from harsh Minnesota winters.

Winter Shut Down = \$550

## SPRING START-UP SERVICES

- Inspect pumps, valves, vaults & plumbing
- Clear winter debris from reservoir & fountains
- Clean urns/basalt surfaces for seasonal appearance
- Reinstall, prime & balance pump flow
- Test & adjust LED lighting
- Check liner, Aquablox & rock stability after winter shift
- Run full system test + provide condition report

Spring Start-Up = \$650

We look forward to  
enhancing Pioneer  
Plaza together.

StayCations Outdoor Design  
Brad Wilzbacher  
651-238-3536  
[brad@staycationsoutdoors.com](mailto:brad@staycationsoutdoors.com)

# ESTIMATE

StayCations Outdoor Design LLC.  
18377 Irvine Ln  
Lakeville, MN 55044

brad@staycationsoutdoors.com  
+1 (651) 238-3536  
WWW.StayCationsoutdoors.com



**Bill to**  
City Of Lakeville Parks & Rec  
20195 Holyoke Ave  
Lakeville, MN 55044

**Ship to**  
City Of Lakeville Parks & Rec  
20195 Holyoke Ave  
Lakeville, MN 55044

## Estimate details

Estimate no.: 1016  
Estimate date: 03/27/2026  
Expiration date: 04/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Fountain Pump</b>	Aquascape - AquaSurge 5000 Pump - 5284 GPH - 91020- Cost-Effective, Reliable Mag-Drive Motor for Quiet Operation For Fountains.	1	\$850.00	\$850.00
2.	<b>Site Material Removal</b>	Dig up and remove bricks and underground water basin, plumbing, etc.	1	\$1,750.00	\$1,750.00
3.	<b>Pump Vault</b>	Pump Vault	1	\$420.00	\$420.00
4.	<b>Fish Safe 45 mil EPDM Liner</b>	20ft x 20ft	1	\$799.00	\$799.00
5.	<b>Fill Valve</b>	Compact water fill valve	1	\$550.00	\$550.00
6.	<b>Large Aquablox Water Modules</b>	AquaBlox are manufactured using recycled materials and designed to efficiently maximize your water storage capacity, providing the ability to hold more water with a smaller reservoir footprint. Holding approximately 7.4 gallons of water per cubic foot, the large AquaBlox allows over 3 times the water storage capacity than gravel will provide. This extra storage capacity will mean less time needed to top off the reservoir due to evaporation. Using AquaBlox will also decrease the amount of labor, liner, and underlayment required during installation. The load-bearing top will support up to 5,472 pounds per square foot, providing years of trouble-free enjoyment and allowing for installation in a	14	\$65.00	\$910.00

wide variety of situations. Aquascape AquaBlox are easier to clean, less prone to clogging, and come complete with the top, bottom, two sides and four structural supports.

7.	<b>Geotextile Underlayment</b>	20' x 20' - Geotextile Pond Underlayment Kit	1	\$320.00	\$320.00
8.	<b>Rock Delivery</b>	deliver and install 3-5 boulders around the main fountains, and 2 ton of river rock to surround and cover the aquablox water storage modules.	1	\$850.00	\$850.00
9.	<b>Custom Ledge Stone Fountainscape Installation</b>	Installation of three ledge stone bubbling fountains (approx. 50", 40", 30"), including basin system, pump, plumbing, and decorative stone finish.	1	\$13,500.00	\$13,500.00
10.	<b>Electrical Installation</b>	Installation of electrical components for water feature, including pump connection, LED lighting, transformer setup, and wiring for safe and proper operation.	1	\$1,500.00	\$1,500.00
11.	<b>(3) LED Spotlight 1-Watt lighting package</b>	(3) Submersible LED Spotlight package for Pond, Garden, and Landscape Features, 1 Watt	6	\$183.3333333	\$1,100.00

**Total** **\$22,549.00**

**Ways to pay**



Deposit due \$11,274.50  
 Expiry date 04/30/2026

Accepted date

Accepted by



**Date:** 5/4/2026

## **Contract for Annual Hydrant Painting**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve contract with B&B Commercial Coating, LLC. for repainting of hydrants.

### **Overview**

The annual fire hydrant repainting program is part of the City's ongoing preventive maintenance efforts to reduce corrosion and maintain the appearance of hydrants throughout the community. For 2026, the Utilities Division has identified 350 hydrants in need of repainting. The City's water distribution system includes more than 5,000 hydrants, all of which require regular maintenance to remain functional, visible and protected from deterioration.

As part of the procurement process, the City issued a Request for Quotes to three contractors with prior experience performing this work. One quote was received. B&B Commercial Coatings, LLC has previously completed similar work for the City and their performance has been satisfactory.

### **Supporting Information**

1. 2026 Hydrant Painting Agreement
2. B&B Commercial Coating LLC Quote

<p><b>Financial Impact:</b> \$47,250.00    <b>Budgeted:</b> Yes    <b>Source:</b> Water Fund <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> Kyle Hanson, Utilities Supervisor</p>
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**FORM OF AGREEMENT  
BETWEEN CITY OF LAKEVILLE AND B&B COMMERCIAL COATING, LLC.  
FOR NON-BID CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made this 4<sup>th</sup> day of May 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **B&B COMMERCIAL COATING, LLC.**, a Minnesota Corporation (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. **This Agreement.**
- B. **Request for Quotes Package: 2026 Hydrant Reconditioning Project, dated April 6, 2026.**
- C. **Contractor’s Completed Quote Form.**

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

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

**3. CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work in an amount of Forty-seven thousand two hundred fifty and 00/100 dollars (**\$47,250.00**).

Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

**4. PAYMENT PROCEDURES.**

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Utilities Division Supervisor. All of the Contractor’s work and labor shall be subject to the inspection and approval of the Utilities Division Supervisor. If any materials or labor are rejected by the Utilities Division Supervisor as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the Utilities Division Supervisor at the Contractor’s sole cost and expense.

- B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work or the Contractor shall have the options regarding retaining in accordance with Minnesota Statutes 15.71 and 15.74.
- C. Payments to Subcontractors.
  - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
  - (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.
- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Utilities Division Supervisor. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the Utilities Division Supervisor.

**5. COMPLETION DATE.** All Work must be completed by September 25<sup>th</sup>, 2026.

**6. CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
  - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for

the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

*Automobile Liability*

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

Including Owned, Hired & Non-Owned Automobiles

*Workers Compensation*

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

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

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

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

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

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

**9. WARRANTY.** The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship.

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

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

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

**12. MISCELLANEOUS.**

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

- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
  - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
  - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, 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.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.
- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

**OWNER:  
CITY OF LAKEVILLE**

**CONTRACTOR:**

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

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

Title: Luke M. Hellier, Mayor

Its: \_\_\_\_\_

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

Email for giving notices:

Title: Ann Orlofsky, City Clerk

\_\_\_\_\_

B & B Commercial Coating LLC

11276 Duffield Avenue NW  
 Maple Lake MN 55358

Estimate

Name / Address
City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044

Date	Estimate #
4/13/2026	1621

Project
Hydrants 2026

Description	Qty	Rate	Total
Sandblast and Recoat Fire Hydrant (Non-Enclosed) - price for over 300 - Sherwin Williams Envirolastic International Red	350	135.00	47,250.00
Signature			

Phone #  
 320-290-9670

Fax #

Web Site  
[www.BBcoat.com](http://www.BBcoat.com)

<b>Total</b>	\$47,250.00
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**Date:** 5/4/2026

## **North Creek Second Addition Final Plat**

### **Proposed Action**

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

### **Overview**

KJ Walk, Inc. has submitted a final plat application for 26 single family lots and 27 detached townhome lots on 13.35 acres of land located east of Pilot Knob Road (CSAH 31) and south of 173<sup>rd</sup> Street. The North Creek Second Addition preliminary plat of 26 single family lots and 27 detached townhome lots was approved by the City Council on December 15, 2025; the final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

### **Supporting Information**

1. Final plat resolution
2. Signed Development Contract
3. April 9, 2026 Planning & Engineering reports

<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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**CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 26-\_\_\_\_\_**

**RESOLUTION APPROVING THE FINAL PLAT OF NORTH CREEK SECOND  
ADDITION**

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

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

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

**WHEREAS**, the final plat is acceptable to the City;

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

1. **NORTH CREEK SECOND ADDITION** final plat is approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to execute the development contract, final plat mylars, and all other documents required pursuant to the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

**ADOPTED by the Lakeville City Council this 4<sup>th</sup> day of May 2026.**

CITY OF LAKEVILLE

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

ATTEST:

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

STATE OF MINNESOTA )

CITY OF LAKEVILLE )

I hereby certify that the foregoing Resolution No. 26-\_\_\_\_\_ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **4<sup>th</sup>** day of **May 2026** as shown by the minutes of said meeting in my possession.

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

(SEAL)

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

(reserved for recording information)

**DEVELOPMENT CONTRACT**  
(Developer Installed Improvements)

***NORTH CREEK SECOND ADDITION***

**CONTRACT** dated \_\_\_\_\_, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **KJ WALK, INC.**, a Florida corporation (the "Developer").

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

Outlot E, North Creek, Dakota County, Minnesota, according to the recorded plat thereof.

[To be platted as North Creek Second Addition, Dakota County, Minnesota.]

**2. CONDITIONS OF PLAT APPROVAL.** The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

**3. RIGHT TO PROCEED.** Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security

has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

**4. PHASED DEVELOPMENT.** If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park dedication charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

**5. PRELIMINARY PLAT STATUS.** If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

**6. CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current metropolitan urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

**7. DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil

and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

**8. IMPROVEMENTS.** The Developer shall install and pay for the following:

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional

engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

**9. CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

**10. PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering

- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

**11. DEWATERING.** Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

**12. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

**13. LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

**14. EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply

with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. Changes made throughout construction should be documented in the SWPPP.

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

The site was previously mass graded with North Creek First Addition. The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

<p>\$260,000.00 Grading Cost North Creek Second Addition</p>	<p>x 2% Grading Costs 2026 Rate</p>	<p>= \$5,200.00 MS4 Administration Fee North Creek Second Addition</p>
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**15. GRADING.** The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and house pads, and all other items listed in City Code Section 10-

3-5.NN. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and as-built survey is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

North Creek Second Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

**16. CLEAN UP.** The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

**17. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Contract and final acceptance by the City, the public improvements lying within public easements shall become City property without further notice or action.

**18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.**

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation and as-built record drawing preparation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

**19. STORM SEWER.** Stormwater within North Creek Second Addition is directed east into the existing stormwater management basin constructed with North Creek. The basin will provide water quality treatment, volume and rate control of the stormwater runoff generated from the North Creek Second Addition plat. The stormwater basin design is consistent with City requirements. The stormwater basin discharges to Tributary No.1 to North Creek, which is east of the preliminary plat.

The development of North Creek Second Addition includes lots adjacent to the VRWJPO principal connector North Creek. The 100-yr Flood elevation as determined by the City's stormwater model will be contained outside of the plat everywhere possible. The Developer shall install "Natural Area" signs along

easement lines impacted by the 100-yr Flood elevations. The Developer must post a security in the amount of \$2,100.00 with the final plat to ensure proper installation of signs. Final locations will be identified in the field.

The Developer shall construct public storm sewer systems within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the existing public stormwater management basin located east of the development. Runoff is conveyed from rear yard lots to the VRWJPO principal connector, North Creek.

Drainage construction is required in areas of non-granular soils for the street sub-cuts and lots. Any additional drainage construction, including perimeter drainage required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

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

Storm Sewer Charge Summary

Gross Area of North Creek Second Addition		581,319.00 s.f.
Less Area of Single-Family	(-)	320,287.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	261,032.00 s.f.

Storm Sewer Charge Summary

Gross Area of Single-Family		320,287.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	320,287.00 s.f.

261,032.00 s.f.	x \$0.198/s.f.	= \$51,684.34
Net Area North Creek Second Addition (Multi-Family)	2026 Unit Rate (Multi-Family)	Storm Sewer Charge North Creek Second Addition (Multi-Family)
320,287.00 s.f.	x \$0.178/s.f.	= \$57,011.09
Net Area North Creek Second Addition (Single-Family)	2026 Unit Rate (Single-Family)	Storm Sewer Charge North Creek Second Addition (Single-Family)
\$51,684.34	+ \$57,011.09	= \$108,695.43
Storm Sewer Charge North Creek Second Addition (Multi-Family)	Storm Sewer Charge North Creek Second Addition (Single-Family)	Storm Sewer Charge North Creek Second Addition

**20. SANITARY SEWER.** North Creek Second Addition is located within subdistrict NC-20010 of the North Creek sanitary sewer district as identified in the City’s Comprehensive Sewer Plan. The Developer is proposing to direct all wastewater from the final plat through the NC-20010 subdistrict; the City has reviewed this proposal and determined that the downstream facilities have sufficient capacity to serve the proposed subdivision. Wastewater will be conveyed to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

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

53 units	x \$327.00	= \$17,331.00
Total Units	2026 Unit Rate	Sanitary Sewer Availability Charge
North Creek Second Addition		North Creek Second Addition

**21. WATERMAIN.** The Developer shall extend 8-inch watermain within North Creek Second Addition from the existing 8-inch watermain stub at the north boundary of the plat in Encina Path.

The Lateral Watermain Charge has not been collected on the parent parcels and must be paid by the Developer with recording of the final plat, calculated as follows:

(614.09 f.f.)	x \$48.00/f.f.	= \$29,476.32
Front Footage Along Pilot Knob Road	2026 Unit Rate	Lateral Watermain Charge
		North Creek Second Addition

**22. CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, utility, and street construction shall be through a rock construction entrance on Encina Path south of 173<sup>rd</sup> Street.

**23. SITE CONDITIONS AND REMOVAL OF EXISTING ENCROACHMENTS.** The North Creek Second Addition site consists of Outlot E, North Creek totaling 13.35 acres and lies north of North Creek, which runs along the southern property line from the west to the east. The parcel consists of land that was primarily mass graded with the development of North Creek. The Developer shall remove the existing house, fence, sheds, and septic system, and abandon the well with the development of the site. The Developer shall post a security in the amount of \$10,000.00 with the final plat to ensure full removal of the previous homestead.

**24. OVERHEAD LINES.** An overhead electric transmission line and poles are located along the east side of Pilot Knob Road on the parent parcel servicing the previous house and farmstead. The Developer must remove the poles and place the utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance. The Developer shall post a security in the amount of \$5,000.00 with the final plat to ensure proper removal of poles and placement of utilities underground.

**25. PARKS, TRAILS, AND SIDEWALKS.** The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all local streets in accordance with City Standards. The Developer shall construct a bituminous trail along the east side of Pilot Knob Road as a construction requirement of this final plat and in coordination with the requirements stipulated within the Pheasant Run 7<sup>th</sup> Addition development contract. The Developer remains responsible for 100% of the grading and restoration for the bituminous trail. The Developer shall receive a credit to the final plat cash fees for the City's 3/8<sup>th</sup> share (excluding grading and restoration) of the trail construction costs as addressed in the Pheasant Run 7<sup>th</sup> Addition development contract recorded October 27, 2021 in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. 3501500..

The Park Dedication requirement with North Creek final plat was satisfied with a land contribution, which satisfied 76.03 lots in the development. The Park Dedication requirement has not been collected on the remaining lots within the parent parcels and must be paid by the Developer through a cash contribution with the final plat, calculated as follows:

51.97 units	x \$4,087.00	= \$212,401.39
Total Units (Medium-Density) North Creek Second Addition	2026 Unit Rate (Medium-Density)	Park Dedication Fee North Creek Second Addition

**26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS.** The Developer shall pay a cash fee in the amount of \$2,325.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional \$300.00 for each mobilization.

The Developer shall pay a cash fee for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

53 units	x \$42.52/unit	= \$2,253.56
Total Units	2026 Rate	Streetlight Operating Fee
North Creek Second Addition		North Creek Second Addition

**27. ENVIRONMENTAL RESOURCES EXPENSES.** The Developer shall pay a cash fee for one-year of environmental resources management expenses with the final plat, calculated as follows:

26 units	x \$64.00/unit	= \$1,664.00
Total Units (Single Family)	2026 Rate	Environmental Resources Fee
North Creek Second Addition		North Creek Second Addition (Single Family)

27 units	x \$64.00/unit	x 0.50	= \$864.00
Total Units (Townhomes)	2026 Rate	Utility Factor	Environmental Resources Fee
North Creek Second Addition			North Creek Second Addition (Townhomes)

\$1,664.00	+ \$864.00	= \$2,528.00
Environmental Resources Fee	Environmental Resources Fee	Environmental Resources Fee
North Creek Second Addition (Single Family)	North Creek Second Addition (Townhomes)	North Creek Second Addition

**28. LANDSCAPING.** Unless a single family home lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve

(12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

A landscape plan for Lot 22, Block 3 has been submitted to provide overstory trees north of the detached townhomes. Each detached townhome unit must provide landscaping at the immediate perimeter of the unit. All landscaped areas including the common area lots of Lot 23, Block 1 and Lot 22, Block 3 and the adjacent public right of way, must have an inground irrigation system with an automatic controller.

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall submit an as-built planting plan of the plantings in Lot 22, Block 3 prior to a landscape inspection. The Developer shall post a \$17,500.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

**29. BUFFER YARD BERM/LANDSCAPE SCREEN.** Pilot Knob Road is a minor arterial roadway as identified in the City's Transportation Plan. The Developer shall provide a buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height adjacent to Pilot Knob Road consistent with the Zoning Ordinance. The Developer shall submit a certified as-built grading plan of the buffer yard berm for approval by City staff prior to the installation of any buffer yard plantings. The Developer shall submit an as-built planting plan of the buffer yard plantings prior to a landscape inspection.

The Developer must install sod in the buffer yard for Lots 1-7, Block 1 and Lot 23, Block 1 to the rear property line. The Developer shall post a \$1,000.00 security per lot for Lots 1-7, Block 1 and Lot 23, Block 1 with issuance of a building permit.

**30. TREE PRESERVATION.** The North Creek Second Addition preliminary plat was approved under the previous tree preservation requirements and therefore is not required to provide calculations on

tree replacements. The bulk of the trees within the plat boundary were planted by a previous owner for screening purposes and all are proposed to be removed.

**31. WETLAND MITIGATION.** The wetland delineation for this site was completed by Kjolhaug Environmental Services and approved with the preliminary plat. No wetland impacts are proposed with the development. All wetlands/waterways and required buffers will be placed in an outlot dedicated to the city. The Developer shall install the required "Natural Area" signs. Final locations will be identified in the field (14 locations).

**32. FEMA FLOODPLAIN ANALYSIS.** A portion of the final plat is shown on the Flood Insurance Rate Map (FIRM #27037C0208E effective 12/2/2011) as Zone AE by the Federal Emergency Management Agency (FEMA). Based on this designation, a portion of the plat is located within a Special Flood Hazard Area (SFHA), as determined by FEMA. The remainder of the plat is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA).

- 33. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- A. Implementation of the recommendations listed, in the April 9, 2026, Planning Report and April 9, 2026, Engineering Report.
  - B. A Homeowners Association shall be established for the ownership and maintenance of Lot 23, Block 1, and Lot 22, Block 3. The Developer shall provide the City with documents establishing the Homeowners Association for review and approval by the City Attorney and provide proof of recording of the Homeowners Association documents prior to issuance of building permits for the detached townhome units.
  - C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$5,500.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 55 lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's

land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- D. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$4,950.00.
- E. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$7,200.00 and consists of six (6) post top street lights at \$1,200.00 each.
- F. The Developer is required to submit the final plat in electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

**34. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$1,263,098.81 The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

A. Sanitary Sewer	\$160,577.60
B. Watermain	222,562.19
C. Storm Sewer/Draintile	103,719.09
D. Streets	297,502.33
E. Erosion Control/Stormwater Basins, Restoration, Grading Certification	309,270.00
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$1,093,631.21</b>

**OTHER COSTS:**

A. Developer's Design (3.0%)	\$32,808.94
B. Developer's Construction Survey (2.5%)	23,740.78
C. City Legal Expenses (Est. 0.5%)	5,468.16

D. City Construction Observation (Est. 5.0%)	54,681.56
E. City Record Drawings (0.5%)	5,468.16
F. Removal of Existing Encroachments	10,000.00
G. Removal of Overhead Lines	5,000.00
H. Street Lights	7,200.00
I. Natural Area Signs	2,100.00
J. Landscaping	17,500.00
K. Lot Corners/Iron Monuments	<u>5,500.00</u>
<b>OTHER COSTS SUB-TOTAL</b>	<b><u>\$169,467.60</u></b>
<b>TOTAL SECURITIES:</b>	<b>\$1,263,098.81</b>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

**35. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the City Council signing the final plat:

A. Park Dedication	\$212,401.39
B. Sanitary Sewer Availability Charge	17,331.00

C. Storm Sewer Charge	108,695.43
D. Traffic Control Signs	2,325.00
E. Street Light Operating Fee	2,253.56
F. Environmental Resources Expenses	2,528.00
G. Property Data and Asset/Infrastructure Management Fee	4,950.00
H. City Engineering Administration (3% for letters of credit)	<u>32,808.94</u>
<b>TOTAL CASH REQUIREMENTS</b>	<b>\$383,293.32</b>

**36. WARRANTY.** The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

**37. RESPONSIBILITY FOR COSTS.**

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees,

and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

**38. DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

**39. MISCELLANEOUS.**

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except three (3) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties

and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

*Automobile Liability*

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

*Workers Compensation*

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

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

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

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

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

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

- J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

**40. 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: 6001 Egan Drive, Suite 100, Savage, Minnesota, 55378-4910. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been intentionally left blank.  
Signature pages follow.]*

**CITY OF LAKEVILLE**

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

(SEAL)

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

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF DAKOTA     )

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

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

DEVELOPER:  
KJ WALK, INC.

BY:   
\_\_\_\_\_  
Luke Israelson, Its: President

STATE OF MINNESOTA    )  
                                  )ss.  
COUNTY OF SCOTT     )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2026, by Luke Israelson the President of KJ WALK, INC., a Florida corporation, on behalf of said entity.

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



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



# Memorandum

**To:** Tina Goodroad, Community Development Director  
**From:** Kris Jenson, Planning Manager  
**Date:** April 9, 2026  
**Subject:** North Creek Second Addition final plat  
**Action Deadline:** May 12, 2026

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## BACKGROUND

KJ Walk, Inc. has applied for a final plat to allow the development of 26 single family residential lots and 27 detached townhome lots on 13.35 acres to be known as North Creek Second Addition. The property is located east of Pilot Knob Road (CSAH 31) and south of 173<sup>rd</sup> Street. The preliminary plat was approved by the City Council on December 15, 2025 and the lot, block, and street design of the North Creek Second Addition final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

## EXHIBITS

- A. Location Map
- B. Final Plat
- C. Approved Preliminary Plat
- D. August 15, 2025 Plat Commission Letter

## PLANNING ANALYSIS

**Zoning.** The site is currently zoned RST-2, Single and Two-Family Residential District. Single family homes and detached townhomes are permitted uses within the RST-2 District.

**Existing Conditions.** The development site consists of one parcel that was platted as Outlot E, North Creek. In 2019, a preliminary plat for the North Creek development was approved by the City Council, and later that year the North Creek final plat was approved and recorded. This parcel was intended to be developed as the second and final phase of the plat, but ultimately the preliminary plat approval expired, thus

requiring a new preliminary plat application for the development of the site. The use on the property has been primarily undeveloped agricultural land as well as a house, fence, shed, well, and septic on the property, which must be removed with the development of the site.

**Density.** The North Creek Second Addition final plat consists of 26 single family lots and 27 detached townhome lots on 13.35 acres. This results in a gross/net density of 3.97 units per acre.

**SINGLE FAMILY LOT REQUIREMENTS**

**Lots/Blocks.** The following minimum single-family lot size requirements of the RST-2, Single- and Two-Family Residential District pertain to the North Creek Second Addition preliminary plat:

	<b>Lot Area (Interior)</b>	<b>Lot Area (Corner)</b>	<b>Lot Width (Interior)</b>	<b>Lot Width (Corner)</b>	<b>Lot Depth (Abutting Pilot Knob Rd)</b>
<b>RST-2</b>	7,500 s.f.	9,520 s.f.	55 feet	70 feet	150 feet

The 26 single family lots within the North Creek Second Addition final plat meet the RST-2 lot area and wide requirements. In addition, a maximum building coverage of 40% of the lot area is allowed for single family lots in the RST-2 District.

**Setbacks.** The following minimum requirements for single family building setbacks in the RST-2 District pertain to the North Creek Second Addition final plat:

	<b>Front Yard</b>	<b>Side Yard (Interior)</b>	<b>Side Yard (Corner)</b>	<b>Rear Yard</b>	<b>Rear Yard (Buffer)</b>
<b>RST-2</b>	20 feet (house) 25 feet (garage)	7 feet	20 feet	30 feet	50 feet

The proposed house pads shown on the North Creek Second Addition grading, drainage and erosion control plans indicate that all 26 single-family lots have adequate building pad areas that meet setback requirements for principal structures.

**DETACHED TOWNHOME DEVELOPMENT STANDARDS**

**Lot Requirements.** The following minimum requirements for detached townhome building setbacks in the RST-2 District pertain to the North Creek Second Addition final plat:

	<b>Base Lot</b>	<b>Between Buildings (Detached Units)</b>	<b>Front Yard (to ROW)</b>
<b>RST-2</b>	10 feet	14 feet	20 feet (front) 25 feet (garage)

The proposed unit lots shown on the North Creek Second Addition final plat have sufficient area to accommodate detached units. A homeowner’s association will be required to be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3. Homeowner’s association documents must be reviewed and approved by the City Attorney and proof of recording provided prior to the sale of the unit lots.

The RST-2 District requires at least 5,000 square feet per unit. The North Creek Second Addition final plat has an average of 7,886 square feet per unit for the detached townhomes area, which exceeds the minimum lot area per unit requirements of the RST-2 District.

**Landscaping/Buffer Yard.** A revised landscape plan has been submitted to provide 12 overstory trees along the north line of the detached townhome area. Each detached townhome unit must provide landscaping at the immediate perimeter of the unit. All landscaped areas including common open space and public right of way, must have an inground irrigation system with an automatic controller.

Seven single family lots and a portion of a townhome common area abut Pilot Knob Road and require increased buffer yard lot sizes and setbacks in the North Creek Second Addition final plat. Pilot Knob Road is classified as a minor arterial in the Comprehensive Transportation Plan. The landscape plan includes the installation of 38 eight-foot tall spruce, pine, and arborvitae trees along the rear yards of Lots 1-7, Block 1 and a portion of Lot 23, Block 1. Lots 1-7, Block 1 and Lot 23, Block 1 must install sod within the buffer area to the rear property line. A \$1,000 per lot security for Lots 1-7, Block 1 will be required with the building permit. A security of \$17,500 for the plantings within the townhome common area lots and the buffer yard plantings must be provided with the final plat to guarantee the installation of the landscaping. An as-built planting plan must be submitted prior to any landscape inspection.

**Outlots.** There are no outlots proposed with the North Creek Second Addition final plat.

**Streets.** The following is a summary of streets proposed with the North Creek Second Addition final plat. Additional detailed information is outlined in the Engineering Division memorandum dated April 9, 2026.

Pilot Knob Road (CSAH 31) – Pilot Knob Road is west of and adjacent to the property and is classified as a minor arterial in the Comprehensive Transportation Plan. The required right of way for Pilot Knob Road was dedicated with the North Creek plat in 2019. No additional right of way is required to be dedicated.

174<sup>th</sup> Street – 174<sup>th</sup> Street will be a residential street constructed within a 60-foot right-of-way and a 32-foot-wide street with a five-foot-wide concrete sidewalk along one side of the street.

175<sup>th</sup> Street – 175<sup>th</sup> Street will be a residential street constructed within a 60-foot-wide right-of-way and a 32-foot-wide street between Encina Path and Ely Avenue. A five-foot-wide concrete sidewalk will be located on one side of the street.

Encina Path – Encina Path will be extended south from its current terminus at Ely Avenue and will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot wide concrete sidewalk along the west side of the street. Driveway access to Pilot Knob Road is prohibited for Lots 1-7, Block 1.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

**Grading, Drainage, Erosion Control, and Utilities.** Proposed grading, drainage, erosion control, and utilities for the North Creek Second Addition preliminary plat is shown on the grading, drainage and erosion control and utility plans. All existing and new local utilities shall be placed underground.

Grading, drainage, erosion control, and utilities details are outlined in the April 9, 2026 engineering report prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager. The Engineering Division recommends approval of the final plat.

**Tree Preservation.** The North Creek Second Addition preliminary plat was approved under the previous tree preservation requirements and therefore is not required to provide calculations on tree replacements. The bulk of the trees within the plat boundary were planted by a previous owner for screening purposes and all are proposed to be removed.

**Wetlands.** A wetland delineation was completed and approved on 04/11/2018, as part of the original preliminary plat. No wetland impacts are proposed with the development. Mac Cafferty has reviewed the wetland delineation report and his comments are included in the April 9, 2026 engineering report.

**Park Dedication.** Land for North Creek Park was deeded to the City with the North Creek final plat in 2019, which satisfied a portion of the park dedication requirements for the original North Creek preliminary

plat. This left 45.97 lots to be satisfied by cash in lieu. Since that time, a revision to the preliminary plat added six lots, bringing the cash in lieu requirement to be paid to 51.97 lots, for a total of \$212,401.39 to be paid at the time of final plat.

**Sidewalks/Trails.** The developer will construct five-foot-wide concrete sidewalks along one side of all streets in the development. The City's 2015 Parks, Trail and Open Space Plan identifies bituminous trails along Pilot Knob Road. Per the Pheasant Run of Lakeville 7<sup>th</sup> Addition Development Contract, the developer is required to construct a bituminous trail along the east side of Pilot Knob Road, from 173<sup>rd</sup> Street to 179<sup>th</sup> Street. The trail has been constructed from 179<sup>th</sup> Street to the south side of the North Creek, and must be extended north to 173<sup>rd</sup> Street.

**Overhead Utilities.** A private overhead electric line and pole are located along the west property boundary. The developer is required to place these utilities underground as a part of the improvements on the site. A \$5,000 security is required to be submitted with the final plat to guarantee that the work is completed.

**Plat Commission.** The Dakota County Plat Commission reviewed and approved the preliminary and final plat at their August 13, 2025 meeting.

## **RECOMMENDATION**

The North Creek Second Addition final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the North Creek Second Addition final plat subject to the following stipulations:

1. Implementation of the recommendations listed in the April 9, 2026 engineering report.
2. Park dedication shall be satisfied with a cash contribution of \$212,401.39 to be paid with the final plat.
3. The developer shall construct five-foot-wide concrete sidewalks along one side of all streets. The Developer shall construct a bituminous trail along the east side of Pilot Knob Road, from 173<sup>rd</sup> Street to the current terminus of the bituminous trail on the south side of the North Creek, per the Pheasant Run of Lakeville 7<sup>th</sup> Addition development contract.
4. General site and buffer yard landscaping shall be installed according to the approved landscape plan. A security of \$17,500 for the buffer yard landscaping shall be submitted with the final plat.

5. Lots 1-7, Block 1 must sod the buffer yard to the rear property line. A \$1,000 per lot security for these lots will be required with the building permit.
6. All new local utilities and any existing overhead service utilities located on the property shall be placed underground.
7. The existing house, accessory structures, fence, well, and septic system must be removed with the development of this property.
8. A homeowner's association must be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3. HOA documents must be provided to the City for review and approval and proof of the recording of said HOA documents must be provided to the City prior to the issuance of building permits for the development.



ENGINA PATH

172ND ST

173RD ST

ELY AVE

ELKWOOD AVE

175TH ST

North Creek  
Second Add.  
Plat area

PILOT KNOB RD (CSAH 31)

NORTH CREEK DR

176TH ST

177TH ST

EMPIRE TRL

City of Lakeville  
Site Location Map  
North Creek  
Second Add  
Final Plat

**EXHIBIT A**



# NORTH CREEK SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That KJ Walk, Inc., a Florida corporation, owners of the following described property:

Outlot E, NORTH CREEK, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as NORTH CREEK SECOND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said KJ Walk, Inc., a Florida corporation, has caused these presents to be signed by its officer this \_\_\_\_ day of \_\_\_\_\_, 2025.

KJ Walk, Inc.  
By \_\_\_\_\_, its Chief Executive Officer  
Warren J. Israelson

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Warren J. Israelson, Chief Executive Officer of KJ Walk, Inc., a Florida corporation, on behalf of the corporation.

Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I, Matthew D. Thiel do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Matthew D. Thiel, Licensed Land Surveyor  
Minnesota License No. 63458

COUNTY OF DAKOTA  
STATE OF MINNESOTA

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Matthew D. Thiel.

Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Lakeville, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 2025, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By \_\_\_\_\_, Mayor By \_\_\_\_\_, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 9th day of September, 2025, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board Attest: \_\_\_\_\_  
County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2025 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 2025.

Amy A. Koethe  
Director Department of Property Taxation and Records

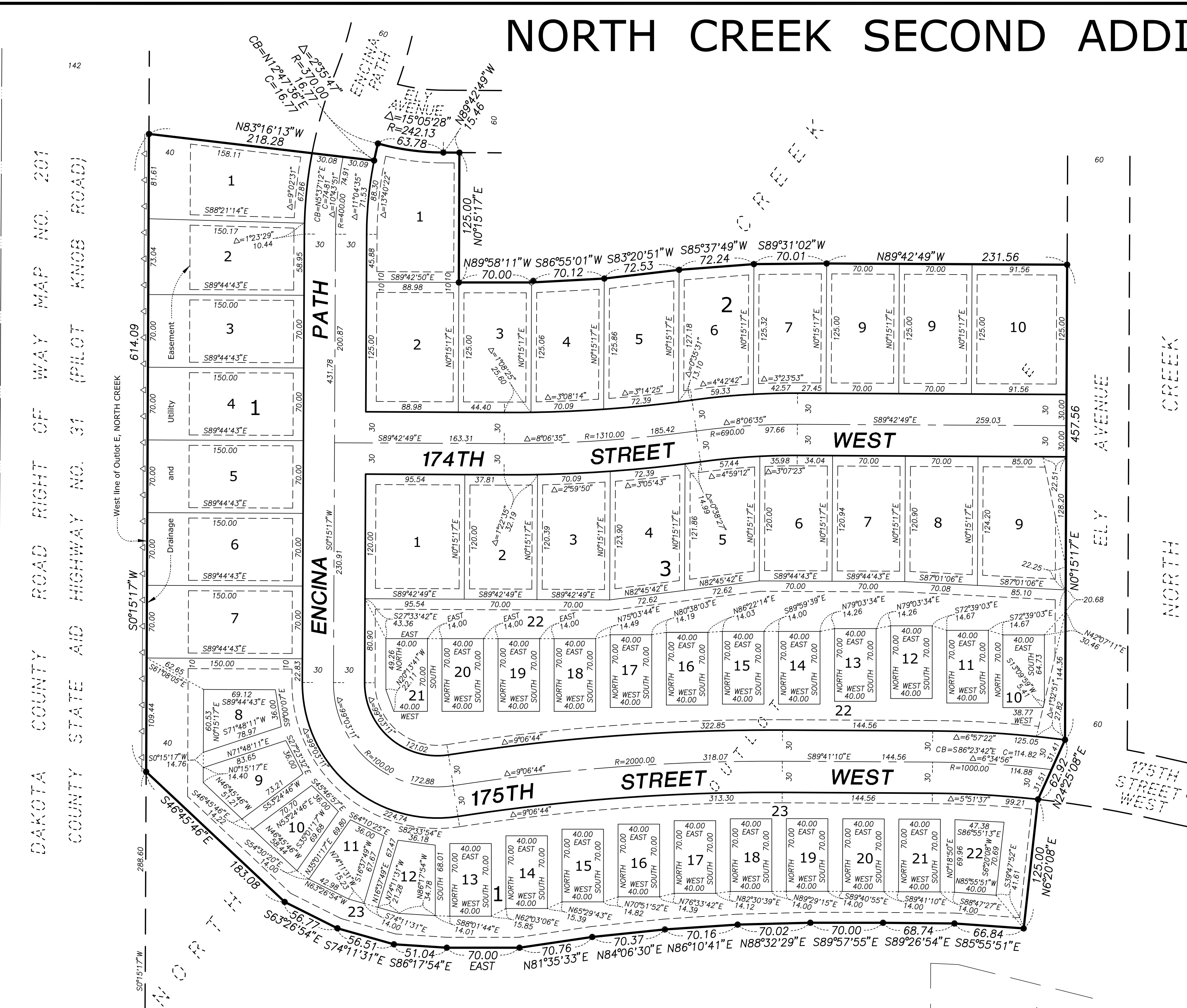
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_ o'clock \_\_\_\_ M., and was duly filed in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

Amy A. Koethe  
County Recorder

## EXHIBIT B

Rehder and Associates, Inc.

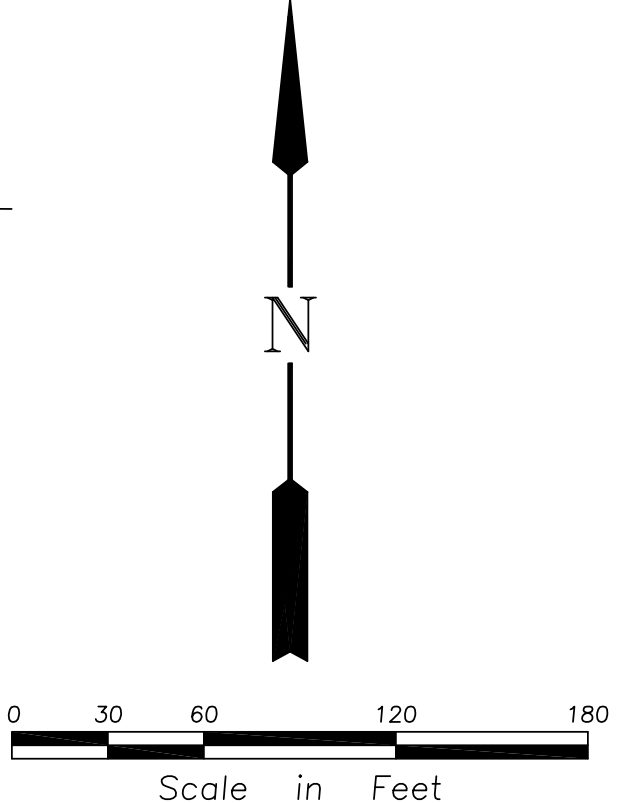
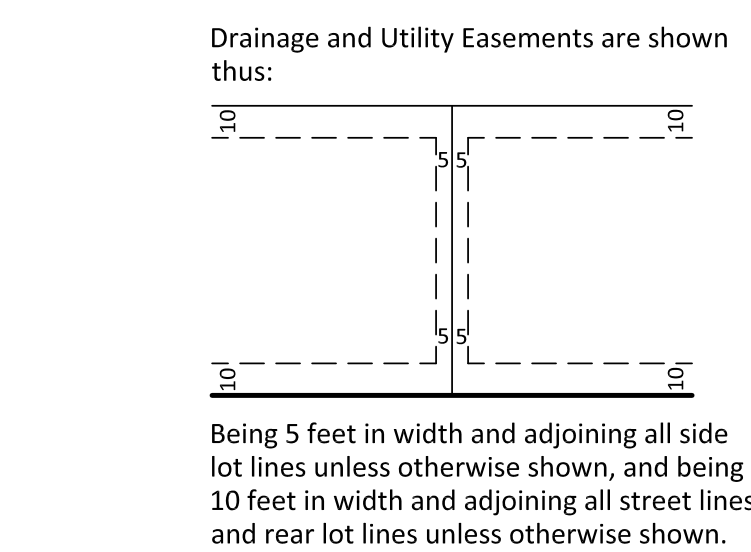
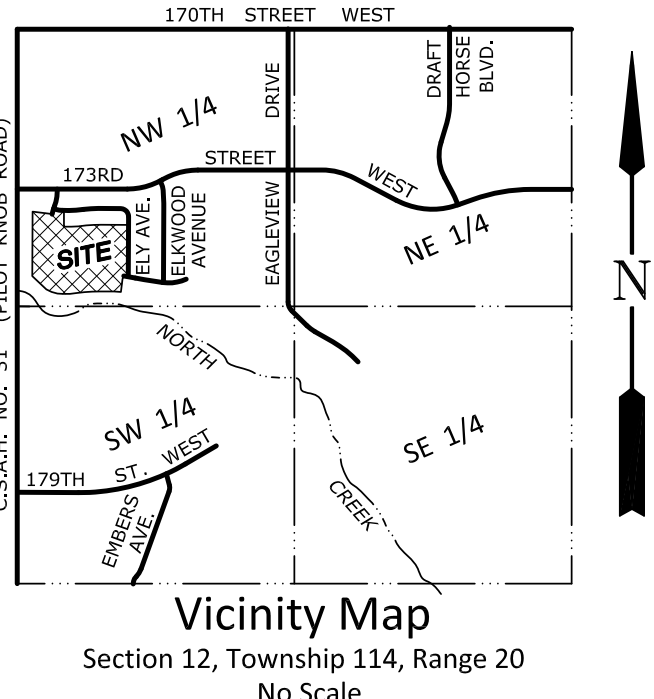


Southwest corner of the Northwest Quarter of Section 12, Township 114, Range 20 (Found Dakota County Nail and Disc)

Bearings are based on the West line of Outlot E, NORTH CREEK having a bearing of 50°15'17"W.

- Denotes found iron monument marked by Minnesota License No. 22036.
- Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 63458.
- △ Denotes restricted access to Dakota County per Document Number 3338703.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.





LOT	BLOCK	SQ FT	ACRES
1	1	11,424	0.26
2	1	10,682	0.25
3	1	10,500	0.24
4	1	10,500	0.24
5	1	10,500	0.24
6	1	10,500	0.24
7	1	10,500	0.24
8	1	3,495	0.08
9	1	4,023	0.09
10	1	3,272	0.08
11	1	3,249	0.07
12	1	3,159	0.07
13	1	2,800	0.06
14	1	2,800	0.06
15	1	2,800	0.06
16	1	2,800	0.06
17	1	2,800	0.06
18	1	2,800	0.06
19	1	2,800	0.06
20	1	2,800	0.06
21	1	2,800	0.06
22	1	3,068	0.07
23	1	72,897	1.67
1	2	11,080	0.25
2	2	11,122	0.26
3	2	8,758	0.20
4	2	8,804	0.20
5	2	9,134	0.21
6	2	9,051	0.21
7	2	8,734	0.20
8	2	8,750	0.20
9	2	8,750	0.20
10	2	11,444	0.26
1	3	11,464	0.26
2	3	8,404	0.19
3	3	8,528	0.20
4	3	8,823	0.20
5	3	8,746	0.20
6	3	8,455	0.19
7	3	8,464	0.19
8	3	8,578	0.20
9	3	10,726	0.25
10	3	2,797	0.06
11	3	2,800	0.06
12	3	2,800	0.06
13	3	2,800	0.06
14	3	2,800	0.06
15	3	2,800	0.06
16	3	2,800	0.06
17	3	2,800	0.06
18	3	2,800	0.06
19	3	2,800	0.06
20	3	2,800	0.06
21	3	2,721	0.06
22	3	61,052	1.40

**LEGAL DESCRIPTION:**  
**OUTLOT E, NORTH CREEK, DAKOTA COUNTY, MINNESOTA**

**SITE DATA**  
TOTAL SITE AREA 581,319 SQ FT 13.345 AC.  
GROSS DEVELOPMENT AREA 13.345 AC.  
RIGHT OF WAY AREA (LOCAL STREET) 2.662 AC.  
NET DEVELOPABLE AREA (GROSS DEV. AREA - ROW - BUFFER) 10.475 AC.

SINGLE FAMILY LOTS 26 LOTS  
DETACHED TOWNHOUSE LOTS 27 LOTS

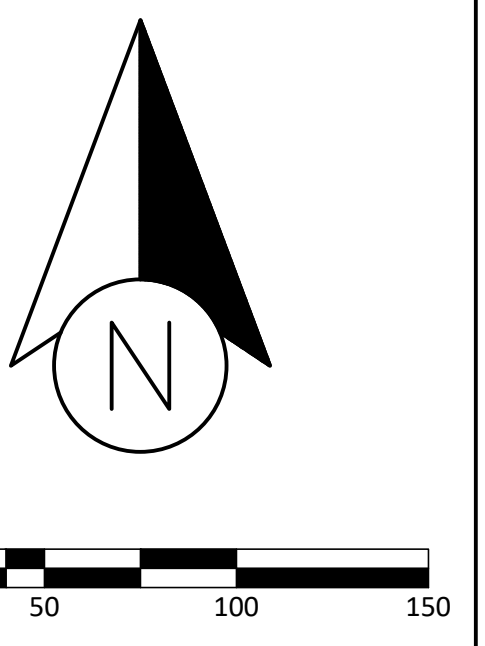
**UNIT DENSITY**  
GROSS 3.97 UNITS PER AC.  
NET 5.06 UNITS PER AC.

**ZONING CLASSIFICATION** RST-2

**SINGLE FAMILY LOT REQUIREMENTS (RST-2)**  
MIN. LOT AREA - INTERIOR LOTS 8,400 S.F.  
MIN. LOT WIDTH AT SETBACK - INTERIOR LOTS 70 FEET  
MIN. LOT AREA - CORNER LOTS 10,200 S.F.  
MIN. LOT WIDTH AT SETBACK - CORNER LOTS 85 FEET  
MIN. LOT DEPTH - DOUBLE FRONTAGE 150 FEET

**SINGLE FAMILY MINIMUM SETBACKS (RST-2)**  
FRONT (HOUSE/GARAGE) 20 FEET / 25 FEET  
SIDE 7 FEET  
SIDE (STREET) 20 FEET  
REAR 30 FEET  
REAR (Pilot Knob Road) 50 FEET

**TOWNHOMES MINIMUM SETBACKS (RM-1)**  
ROW TO FRONT 25 FEET  
BETWEEN BLDGS 14 FEET  
SIDE (STREET) 20 FEET  
REAR 30 FEET



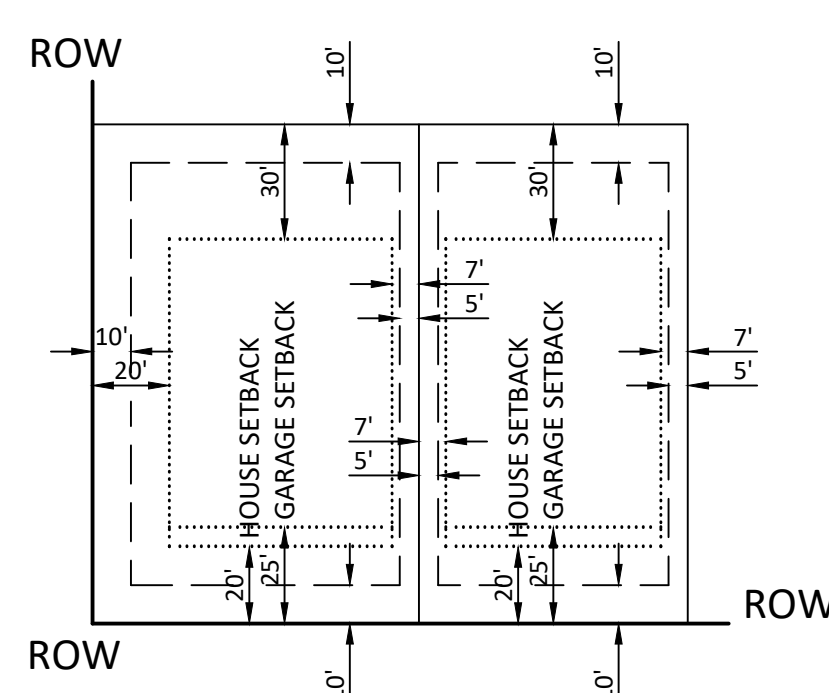
**KJwalk INC.**  
6001 Egan Drive, Ste 100, Savage, MN 55378  
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

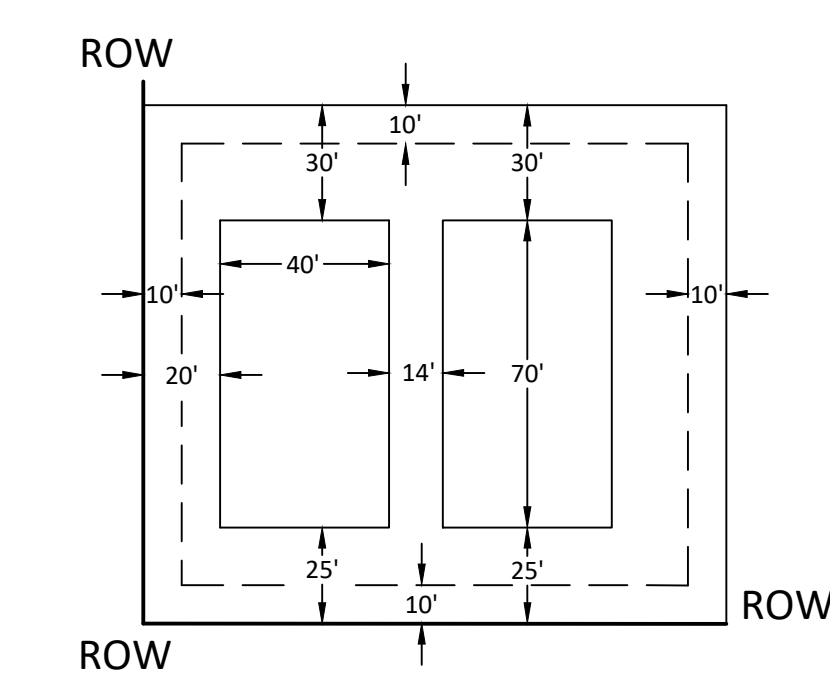
*Luke Warren Israelson*  
Luke Warren Israelson  
Registration #: 51362 Date: 9/17/2025

Date: 07/15/2025 Revision: Original  
09/17/2025 Revised Per City Comments

# EXHIBIT C



TYPICAL SINGLE FAMILY LOT SETBACKS AND EASEMENTS



TYPICAL DETACHED TOWNHOME LOT SETBACKS AND EASEMENTS

**NORTH CREEK**

For Review  
September 17, 2025  
Preliminary Plat

**SHEET 1 of 2**



# Memorandum

**To:** Kris Jenson, Planning Manager

**From:** Jon Nelson, Assistant City Engineer  
McKenzie L. Cafferty, Environmental Resources Manager  
Joe Masiarchin, Parks and Recreation Director

**Copy:** Zach Johnson, City Engineer  
Tina Goodroad, Community Development Director  
Julie Stahl, Finance Director  
Dave Mathews, Building Official

**Date:** April 9, 2026

**Subject:** North Creek 2<sup>nd</sup> Addition

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

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## **BACKGROUND**

KJ Walk, Inc. has submitted a final plat named North Creek 2<sup>nd</sup> Addition. The proposed subdivision is located south of and adjacent to 173<sup>rd</sup> Street, east of and adjacent to Pilot Knob Road (CSAH 31), north and west of and adjacent to two Vermillion River Watershed Joint Powers Organization (VRWJPO) principal connectors (Tributary No. 1 to North Creek and North Creek). The parent parcel consists of Outlot E, North Creek (PID No. 225208000050) zoned RST-2.

The final plat consists of twenty-six (26) single family lots, twenty-seven (27) detached townhome lots, and two (2) Homeowners Association (HOA) common lots within three (3) blocks on 13.35 acres.

The proposed development will be completed by:

Developer:	KJ Walk, Inc.
Engineer/Surveyor:	KJ Walk, Inc.

## **SITE CONDITIONS**

The North Creek Second Addition site consists of Outlot E, North Creek totaling 13.35 acres and lies north of North Creek, which runs along the southern property line from the west to the east. The parcel consists of land that was primarily mass graded with the development of North Creek. There was a previous homestead with a house, fence, sheds, well and septic on the property that shall be removed in full with the development of the site. A security of \$10,000 shall be held with the final plat for full removal of the previous homestead.

## **STREET AND SUBDIVISION LAYOUT**

### **Pilot Knob Road (CSAH 31)**

North Creek Second Addition is located east of and adjacent to Pilot Knob Road, a minor arterial County highway, as identified in the City's Transportation Plan. Pilot Knob Road adjacent to the site is a four-lane divided rural roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100-feet and designates it as a future six-lane divided urban roadway over its entire length adjacent to the plat. The expansion of Pilot Knob Road to a six-lane roadway is not identified in the City's or County's current Capital Improvement Plans. The final plat was reviewed and recommended for approval by the Dakota County Plat Commission at its August 13, 2025 meeting. There will be no access to the development from Pilot Knob Road.

### **175<sup>th</sup> Street**

The development of North Creek Second Addition includes the extension of 175<sup>th</sup> Street, a local street. 175<sup>th</sup> Street is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the south side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

### **Encina Path**

Development of North Creek Second Addition includes the extension of Encina Path, a local street which will be extended south from its current terminus at the north boundary of North Creek Second Addition. Encina Path is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the west side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

### **174<sup>th</sup> Street**

The development of North Creek Second Addition includes the construction of 174<sup>th</sup> Street, a local street. 174<sup>th</sup> Street is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the north side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

## **CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility, and street construction shall be through a rock construction entrance on Encina Path south of 173<sup>rd</sup> Street.

**PARKS, TRAILS AND SIDEWALKS**

Development of North Creek Second includes the construction of public trails and sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets in accordance with City Standards. Bituminous trail will be constructed along the east side of Pilot Knob Road as a construction requirement of this final plat in coordination with the requirements stipulated within the Pheasant Run 7<sup>th</sup> Addition development contract. The developer remains responsible for 100% of the grading and restoration for the bituminous trail. The Developer shall receive a credit to the final plat cash fees for the City’s 3/8<sup>th</sup> share (excluding grading and restoration) of the trail construction costs as addressed in the Pheasant Run 7<sup>th</sup> Addition development contract.

The Park Dedication requirement with North Creek final plat was satisfied with a land contribution, which satisfied 76.03 lots in the development. The Park Dedication requirement has not been collected on the remaining lots within the parent parcels and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

51.97 units Total Units (Medium-Density) North Creek 2 <sup>nd</sup> Addition	x \$4,087.00 2026 Unit Rate (Medium-Density)	= \$212,401.39 Park Dedication Fee North Creek 2 <sup>nd</sup> Addition
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**UTILITIES**

**SANITARY SEWER**

North Creek Second Addition is located within subdistrict NC-20010 of the North Creek sanitary sewer district as identified in the City’s Comprehensive Sewer Plan. The Developer is proposing to direct all wastewater from the final plat through the NC-20010 subdistrict; the City has reviewed this proposal and determined that the downstream facilities have sufficient capacity to serve the proposed subdivision. Wastewater will be conveyed to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

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

53 units Total Units North Creek 2 <sup>nd</sup> Addition	x \$327.00 2026 Unit Rate	= \$17,331.00 Sanitary Sewer Availability Charge North Creek 2 <sup>nd</sup> Addition
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**WATERMAIN**

Development of North Creek Second Addition includes the extension of 8-inch watermain within the subdivision. Watermain to serve the lots within North Creek Second Addition will be extended from the existing 8-inch watermain stub at the north boundary of the plat in Encina Path.

The Lateral Watermain Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

(614.09 f.f.)	x \$48.00/f.f.	= \$29,476.32
Front Footage Along Pilot Knob Road	2026 Unit Rate	Lateral Watermain Charge North Creek Second Addition

**OVERHEAD LINES**

An overhead electric transmission line and poles are located along the east side of Pilot Knob Road on the parent parcel servicing the previous house and farmstead. The Developer is required to remove the poles and place the utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance. A security of \$5,000 is required with the final plat to ensure proper removal of poles and placement of utilities underground.

**DRAINAGE AND GRADING**

North Creek is located within subdistricts NC-18 and NC-20 of the North Creek stormwater district as identified in the City's Water Resources Management Plan.

Stormwater within North Creek Second Addition is directed east into the existing stormwater management basin constructed with North Creek. The basin will provide water quality treatment, volume and rate control of the stormwater runoff generated from the North Creek Second Addition plat. The stormwater basin design is consistent with City requirements. The stormwater basin discharges to Tributary No.1 to North Creek, which is east of the preliminary plat.

The development of North Creek Second Addition includes lots adjacent to the VRWJPO principal connector North Creek. The 100-yr Flood elevation as determined by the City's stormwater model will be contained outside of the plat everywhere possible. Natural Area signs will be placed along easement lines impacted by the 100-yr Flood elevations. A security will be required with the final plat to ensure proper installation of signs. Final locations will be identified in the field.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

North Creek Second Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

**STORM SEWER**

Development of North Creek Second Addition includes the construction of public storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the existing public stormwater management basin located east of the development. Runoff is conveyed from rear yard lots to the VRWJPO principal connector North Creek.

Draintile construction is required in areas of non-granular soils for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

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

<u>Storm Sewer Charge Summary</u>		
Gross Area of North Creek Second Addition		581,319.00 s.f.
Less Area of Single-Family	(-)	320,287.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	261,032.00 s.f.

<u>Storm Sewer Charge Summary</u>		
Gross Area of Single-Family		320,287.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	320,287.00 s.f.

261,032.00 s.f.	x \$0.198/s.f.	= \$51,684.34
Net Area North Creek 2 <sup>nd</sup> Addition (Multi-Family)	2026 Unit Rate (Multi-Family)	Storm Sewer Charge North Creek 2 <sup>nd</sup> Addition (Multi-Family)
320,287.00 s.f.	x \$0.178/s.f.	= \$57,011.09
Net Area North Creek 2 <sup>nd</sup> Addition (Single-Family)	2026 Unit Rate (Single-Family)	Storm Sewer Charge North Creek 2 <sup>nd</sup> Addition (Single-Family)
\$51,684.34	+ \$57,011.09	= \$108,695.43
Storm Sewer Charge North Creek 2 <sup>nd</sup> Addition (Multi-Family)	Storm Sewer Charge North Creek 2 <sup>nd</sup> Addition (Single-Family)	Storm Sewer Charge North Creek 2 <sup>nd</sup> Addition

**RESIDENTIAL BUFFER YARD REQUIREMENTS**

Pilot Knob Road is a minor arterial roadway as identified in the City's Transportation Plan. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to Pilot Knob Road consistent with the Zoning Ordinance. A certified as-built grading plan of the

buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

**FEMA FLOODPLAIN ANALYSIS**

A portion of the final plat is shown on the Flood Insurance Rate Map (FIRM #27037C0208E effective 12/2/2011) as Zone AE by the Federal Emergency Management Agency (FEMA). Based on this designation, a portion of the plat is located within a Special Flood Hazard Area (SFHA), as determined by FEMA. The remainder of the plat is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA).

**WETLANDS**

The wetland delineation for this site was completed by Kjolhaug Environmental Services and approved with the preliminary plat. No wetland impacts are proposed with the development. All wetlands/waterways and required buffers will be placed in an outlot dedicated to the city. The Developer will be responsible for the installation of the required Natural Area signs. Final locations will be identified in the field (14 locations).

**TREE PRESERVATION**

An updated tree preservation plan has been submitted and was reviewed following the requirements of the tree preservation ordinance in place prior to August 18, 2025. The tree plan indicates there are 43 trees on site with all trees proposed to be removed. Temporary tree protection fencing is not required as all trees are being removed, however, any trees outside the construction limits will need to be protected.

**EROSION CONTROL**

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. Changes made throughout construction should be documented in the SWPPP.

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

The site was previously mass graded with North Creek 1<sup>st</sup> Addition. The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

\$260,000.00	x 2% Grading Costs	= \$5,200.00
Grading Cost	2026 Rate	MS4 Administration Fee
North Creek 2 <sup>nd</sup> Addition		North Creek 2 <sup>nd</sup> Addition

**SECURITIES**

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to the final plat. Construction costs are based upon a cost estimate submitted by the Developer’s engineer on December 29, 2025 (amended January 7, 2026).

**CONSTRUCTION COSTS**

Sanitary Sewer	\$ 160,577.60
Watermain	222,562.19
Storm Sewer	103,719.09
Streets	297,502.33
Grading, Erosion Control and Restoration	309,270.00
<b>SUBTOTAL - CONSTRUCTION COSTS</b>	<b>\$ 1,093,631.21</b>

**OTHER COSTS**

Developer’s Design (3.0%)	\$ 32,808.94
Developer’s Construction Survey (2.5%)	23,740.78
City’s Legal Expense (0.5%)	5,468.16
City Construction Observation (5.0%)	54,681.56
Record Drawing (0.5%)	5,468.16
Existing Shed, Slab and Driveway Removal	10,000.00
Overhead Line Removal	5,000.00
Streetlights	7,200.00
Natural Area Signs	2,100.00
Landscaping	17,500.00
Lot Corners/Iron Monuments	5,500.00
<b>SUBTOTAL - OTHER COSTS</b>	<b>\$ 300,267.60</b>
<b>TOTAL PROJECT SECURITY</b>	<b>\$ 1,263,098.81</b>

The street light security totals \$7,200 which consists of six (6) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$5,500.00. The City shall hold this security until the Developer’s Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

**CASH FEES**

A cash fee of \$2,325.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional \$300.00 for each mobilization.

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

$$\begin{array}{rcl} 53 \text{ units} & \times \$42.52/\text{unit} & = \$2,253.56 \\ \text{Total Units} & \text{2026 Rate} & \text{Streetlight Operating Fee} \\ \text{North Creek 2}^{\text{nd}} \text{ Addition} & & \text{North Creek 2}^{\text{nd}} \text{ Addition} \end{array}$$

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

$$\begin{array}{rcl} 26 \text{ units} & \times \$64.00/\text{unit} & = \$1,664.00 \\ \text{Total Units (Single Family)} & \text{2026 Rate} & \text{Environmental Resources Fee} \\ \text{North Creek 2}^{\text{nd}} \text{ Addition} & & \text{North Creek 2}^{\text{nd}} \text{ Addition (Single Family)} \end{array}$$
  

$$\begin{array}{rcl} 27 \text{ units} & \times \$64.00/\text{unit} & \times 0.50 & = \$864.00 \\ \text{Total Units (Townhomes)} & \text{2026 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\ \text{North Creek 2}^{\text{nd}} \text{ Addition} & & & \text{North Creek 2}^{\text{nd}} \text{ Addition (Townhomes)} \end{array}$$
  

$$\begin{array}{rcl} \$1,664.00 & + \$864.00 & = \$2,528.00 \\ \text{Environmental Resources Fee} & \text{Environmental Resources Fee} & \text{Environmental Resources Fee} \\ \text{North Creek 2}^{\text{nd}} \text{ Addition (Single Family)} & \text{North Creek 2}^{\text{nd}} \text{ Addition (Townhomes)} & \text{North Creek 2}^{\text{nd}} \text{ Addition} \end{array}$$

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

$$\begin{array}{rcl} 55 \text{ lots/outlots} & \times \$90.00/\text{unit} & = \$4,950.00 \\ \text{Lots/Outlots} & \text{2026 Rate} & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\ \text{North Creek 2}^{\text{nd}} \text{ Addition} & & \text{North Creek 2}^{\text{nd}} \text{ Addition} \end{array}$$

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$32,808.94.

**CASH REQUIREMENTS**

Park Dedication	\$ 212,401.39
Sanitary Sewer Availability Charge	17,331.00
Storm Sewer Charge	108,695.43
Traffic Control Signs	2,325.00
Streetlight Operating Fee	2,253.56
Environmental Resources Management Fee	2,528.00
Property Data and Asset/Infrastructure Management Fee	4,950.00
City Engineering Administration (3.00%)	32,808.94
<b>TOTAL CASH REQUIREMENTS</b>	<b>\$ 383,293.32</b>

**RECOMMENDATION**

Engineering recommends approval of the final plat, grading and erosion control plan, utility plan, and landscape plan for North Creek Second Addition, subject to the requirements and stipulations within this report.



**Date:** 5/4/2026

## **Approve updates to Finance Section 4 of Lakeville Policy Manual**

### **Proposed Action**

Staff recommends adoption of the following motion: Approve the updates to the Financial Section 4 of the Lakeville Policy Manual.

### **Overview**

The current Fund Balance (Policy 4.02) was approved by Council on January 23, 2023. The suggested edits to this policy were reviewed in depth by the Finance Committee and contain several additions:

- The Special Revenue Funds section now includes three new funds not in the previous policy manual: the Opioid Settlements, Local Affordable Housing Aid, and the FiRST Center. The Communications Fund now calls out PEG revenue as restricted, alongside the cable franchise fee revenues being committed.
- The Special Revenue Funds section also now includes a reserve maintenance standard ("sufficient to provide working capital for current expenditure needs plus...").
- The Capital Project Funds section similarly has an expanded reserve maintenance standard language.
- The Debt Service Funds section also has the expanded reserve language.
- The Internal Service Funds entries are more substantive — the previous policy manual is abbreviated, while the updated version has full explanatory text for both the Municipal Reserves Fund and the Compensated Leave Fund, including the deficit net position acknowledgment and the 3-to-5 year funding goal.

The Financial Sustainability and Resiliency Policy was approved by the Council on January 21, 2020, and is cross-referenced inside Policy 4.02 (Capital Project Funds section), so its' absence from the policy manual is a gap. Staff and the Finance Committee recommend incorporating the Financial Sustainability and Resiliency Policy into the existing City Policy Manual. The Financial Sustainability policy is strategic and broad in scope, so it logically fits at the end of Section 4 as a capstone policy – it frames the “why” behind the more specific policies on Debt (4.01), Fund Balance (4.02), and Investments (4.04).

### **Supporting Information**

1. Policy\_4\_02\_Fund\_Balance\_Tracked\_Changes
2. Policy\_4\_02\_Fund\_Balance\_clean
3. Policy\_4\_10\_Financial\_Sustainability\_Resiliency

**Financial Impact:** \$0   **Budgeted:** No   **Source:** Lakeville Policy Manual  
**Envision Lakeville Community Values:** Good Value for Public Service  
**Report Completed by:** Julie Stahl, Finance Director

# FUND BALANCE

## Policy 4.02

### TRACKED CHANGES SUMMARY

This document shows changes needed to update Policy 4.02 in the Lakeville Policy Manual (2023) to reflect the Approved 2023.01.03 Fund Balance Policy. Underlined blue text = insertions. ~~Red strikethrough text~~ = deletions. Unchanged text shown in black.

#### 1) PURPOSE

- a) To establish specific guidelines the City of Lakeville will use to classify fund balances of the governmental funds into categories based primarily on the extent to which the city is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.
- b) The policy also establishes specific guidelines the city will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs.
- c) The policy also establishes specific targets the city will use to maintain an adequate level of net assets and cash on hand for the Enterprise Funds.

#### 2) CLASSIFICATION OF FUND BALANCE FOR GOVERNMENTAL FUNDS

##### a) **Nonspendable**

- i) This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include long-term receivables, inventories, and prepaid amounts.

##### b) **Restricted**

- i) Fund balance should be reported as restricted when constraints placed on those resources that are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

##### c) **Committed**

- i) Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- ii) The City's highest level of decision-making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution if they so choose. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- iii) City Council resolution is required to remove the constraint on the specified use of committed resources.

##### d) **Assigned**

- i) Amounts that are constrained by the government's intent to use for specified purposes but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.

- ii) The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the City Administrator, Finance Director or his/her designee.
- e) **Unassigned**
- i) Unassigned fund balance represents the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. A negative residual amount may not be reported as restricted, committed, or assigned fund balances. Other governmental funds would report deficit fund balances as unassigned.
- 3) GOVERNMENTAL FUNDS**
- a) **General Fund**
- i) The General Fund is established to account for all revenues and expenditures which are not required to be accounted for in other funds. Revenue sources include property taxes, license and permit fees, fines and forfeits, program revenues, intergovernmental revenues, investment interest earnings, and transfers. The General Fund's resources finance a wide range of functions including the general government administration, community and economic development, public safety, public works, and parks and recreation.
  - ii) The General Fund may have a portion of its fund balance classified as nonspendable if there are long-term receivables, inventories or prepaid items on the balance sheet.
  - iii) The City will endeavor to maintain an unrestricted (committed, assigned and unassigned) fund balance in the General Fund of an amount between 40% and 50% of the next year's budgeted expenditures of the General Fund, exclusive of federal or state government transfers. This will assist in maintaining an adequate level of fund balance to provide for infrastructure or staffing adjustments, cash flow requirements and contingency needs.
  - iv) When establishing the level of fund balance, the City shall consider the quantitative impact on the credit rating assigned to the City's general obligation debt based on the rating methodology set by the rating agency. The City shall also consider the City's policy position for Credit Rating as set forth in the City's Debt Policy, Section 4.
- b) **Special Revenue Funds**
- i) Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. Governmental Accounting Standards require that substantial inflows of revenues into a Special Revenue Fund be either restricted or committed in order for the fund to be considered a Special Revenue Fund. [The City will maintain reserves in the Special Revenue Funds at levels sufficient to provide working capital for current expenditure needs plus an amount this is estimated to be needed to meet legal restrictions, requirements by external funding sources and/or pay for future capital projects. Future capital projects must be identified and quantified in a written finance plan for the Fund, which shall be included in the City's annual Capital Improvement Plan.](#) The city has the following Special Revenue Funds:
    - (1) **Communications Fund** – the fund balance is ~~considered committed. The cable franchise fees are committed~~ [both committed and restricted. The cable](#)

[franchise fee revenues are committed](#) by City Council for operation and maintenance of a government access channel, public communication budget, long-term replacement of equipment and other uses as authorized within budget. [The Public Education in Government \(PEG\) revenues are restricted per the franchise agreement.](#)

- (2) **Economic Development Fund** – the fund balance is both restricted and committed by grant agreement and by the City Council. The grant award is restricted by the Minnesota Department of Trade and Economic Development grant agreement. The administrative fee revenues are committed by the City Council for future economic development endeavors.
- (3) **Downtown Special Service District Fund** – the fund balance is considered restricted pursuant to state statute.
- (4) **Opioid Settlements Fund** – [the fund balance is considered restricted pursuant to Attorney General rules and settlement requirements.](#)
- (5) **Local Affordable Housing Aid Fund** – [the fund balance is considered restricted pursuant to requirements of the Minnesota Housing Finance Agency \(MFHA\). Funds distributed through this aid program must be spent on a qualifying project by December 31 of the fourth year after the aid was received. Funds will be considered spent if the city demonstrates to the MFHA that the city cannot expend funds on a qualifying project by the deadline due to factors outside the control of the city. The funds will be transferred to a local housing trust fund to be spent on a qualifying project at a later date.](#)
- ~~(5)~~(6) **FIRST Center Fund** – [the fund balance is considered assigned as the only restrictions are to cover operating expenses in the following budget year.](#)
- ~~(6)~~(7) **Grant Funds** - the fund balances are restricted pursuant to state statute or grant requirements.

c) **Debt Service Funds**

- i) Debt Service Funds account for the accumulation of resources for the payment of long-term debt principal and interest maturing in current and future years. All of the city's Debt Service Fund balances are considered restricted pursuant to state statutes and respective debt agreements. [The City will maintain reserves in the Debt Service Funds at levels sufficient to provide working capital for current expenditure needs plus an amount that is estimated to be needed to meet legal restrictions and requirements by external funding sources.](#)

d) **Capital Project Funds**

- i) Capital Project Funds account for financial resources that are being accumulated for current and future projects. The fund balances in the Capital Project Funds are appropriated to and therefore considered restricted or committed for these purposes: capital outlay expenditures, acquisition or construction of capital facilities, and other capital assets. Bond proceeds are considered restricted. [The City will maintain reserves in the Capital Project Funds at levels sufficient to provide working capital for current expenditure needs plus an amount that is estimated to be needed to meet legal restrictions, requirements by external funding sources and/or pay for future capital projects. Future capital projects must be identified and quantified in a written finance plan for the Fund, which shall be included in the City's annual Capital Improvement Plan.](#)

- ii) Consistent with the Financial Sustainability and Resiliency Policy adopted by the City Council and in furtherance of the goal to place certain capital projects on a "pay-as-you-go" basis, the level of the fund balance in various Capital Project Funds should be determined at a level to help the City realize the goal of making certain capital projects to be funded in the future on a "pay-as-you-go" basis.
  - iii) The following addresses any other financial resources:
    - (1) **Municipal State-Aid Fund** – the fund balance is committed by City Council for current street construction projects.
    - (2) **Pavement Management Fund** – the fund balance is committed by City Council for current and future pavement management activities related to crack sealing, patching, seal coating and overlays.
    - (3) **Improvement Construction Fund** – the fund balance is committed by City Council for current and future construction of public improvements such as streets, storm sewers, water and sanitary sewer trunk lines.
    - (4) **Storm Water Infrastructure Fund** – the fund balance is committed by City Council for current and future construction of trunk storm sewer systems.
    - (5) **Water Fund** – the fund balance is committed by City Council for current and future construction of water supply lines, wells and water storage facilities, and provides debt service to bonds issued to finance construction of the City's water treatment facility and other trunk infrastructure improvements.
    - (6) **Sanitary Sewer Fund** – the fund balance is committed by City Council for current and future construction of sanitary sewer trunk systems.
    - (7) **Park Dedication Fund** – the fund balance is restricted pursuant to state statute.
    - (8) **Trail Improvement Fund** – the fund balance is committed by City Council for current and future long-term maintenance, repairs and replacement of the city trails.
    - (9) **Park Improvement Fund** – the fund balance is committed by City Council for current and future long-term maintenance, repairs and replacement of the city park equipment and facilities.
    - (10) **Tax Increment Fund** – the fund balance is restricted pursuant to enabling legislation.
    - (11) **Building Fund** – the fund balance is committed by City Council for current and future construction and improvement of public buildings.
    - (12) **Equipment Fund** – the fund balance is committed by City Council for current and future capital acquisitions related to replacing vehicles, heavy machinery, and equipment.
    - (13) **Technology Fund** – the fund balance is committed by City Council for current and future capital acquisitions related to technology.
    - (14) **Park Referendum Fund** – the fund balance is committed by City Council for current and future construction of park projects approved by voter referendum.
    - (15) **Arenas Capital Reserve Fund** – the fund balance is committed by City Council for Lakeville Arenas improvement projects.
- e) **Internal Service Funds**

- i) Internal Service Funds account for financial resources that are being accumulated for risk-management and the payment of long-term personnel liabilities.
    - (1) **Municipal Reserves Fund** – the fund balance is committed for the City's risk management program. relating to general liability, excess liability, property, workers compensation, and casualty insurance costs which are charged to other departments of the City. The City strives to maintain a fund balance sufficient to support policy deductibles, small claim losses and the like. The City will use deductible amounts as set forth in the League of Minnesota Cities Insurance Trust (LMCIT) coverages carried by the City and considered prudent in light of the relationship between the cost of insurance and the City's ability to absorb self-funded losses. If funding level is found to be too low, City Council will endeavor to transfer funds from the City's General Fund, or from such other funds as might be available, to the Municipal Reserves Fund to complete the necessary level of funding.
    - (2) **Compensated Leave Fund** – the fund balance is committed for the payment of accrued leave balances for personnel when they retire or resign from employment with the City. Funding was initially provided by transfers from the General Fund. Future revenue sources are charges to benefited programs and departments. Benefits paid to Enterprise Fund employees are accounted for in their respective funds. This fund currently has a deficit net position, but the City supports reestablishing the fund for the purpose of funding the current liability for accrued leave hours due to those employees eligible to retire within the next five years. Also, the City supports funding an estimated amount for a normal level of staff turnover, recognizing that even though this liability will be paid in the future, the liability was incurred to provide current services and should be funded with current revenues. Funding this liability can be phased in but the City will strive to meet this goal within three to five years.
- 4) ENTERPRISE FUNDS**
- a) **Utility Funds.** Utility Funds are used to account for the financial activities associated with providing services. When implementing any rate changes, the city intends to meet the following financial management targets:
    - i) Available cash on hand to cover the following objectives:
      - (1) Three months of operating cash
      - (2) Following year debt service payments
      - (3) Next year planned capital expenditures (not financed with bonds)
    - ii) Unassigned cash of \$500,000 to account for unexpected costs in Water and Sewer Operating Funds. Unassigned cash of \$100,000 to account for unexpected costs in Environmental Resources and Streetlight Funds.
    - iii) Unrestricted Net Assets not less than 50% of projected expenditures.
    - iv) Net revenues not less than 125% of annual debt service on existing and planned debt.
  - b) **Liquor Fund.** The Liquor Fund is used to account for the financial activities associated with operating a municipal liquor operation. When evaluating the use of funds, the city intends to meet the following management targets:
    - i) Available cash on hand to cover the following objectives:

- (1) Three months of operating cash
  - (2) Following year debt service payments
  - (3) Next year planned capital expenditures not financed with bonds
- ii) Income Before Contributions and Transfers not less than 125% of annual debt service on existing and planned debt.

**5) PROCEDURES FOR AVAILABLE RESOURCES**

- a) When both restricted and unrestricted resources are available for use, it is the city's policy to first use restricted resources, and then use unrestricted resources as they are needed.
- b) When unrestricted resources are available for use, it is the city's policy to use resources in the following order (i) committed, (ii) assigned, and (iii) unassigned.

**6) STABILIZATION ARRANGEMENTS**

- a) Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.
- b) The city will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

# FUND BALANCE

## Policy 4.02

### 1) PURPOSE

- a) To establish specific guidelines the City of Lakeville will use to classify fund balances of the governmental funds into categories based primarily on the extent to which the city is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.
- b) The policy also establishes specific guidelines the city will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs.
- c) The policy also establishes specific targets the city will use to maintain an adequate level of net assets and cash on hand for the Enterprise Funds.

### 2) CLASSIFICATION OF FUND BALANCE FOR GOVERNMENTAL FUNDS

#### a) **Nonspendable**

- i) This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include long-term receivables, inventories, and prepaid amounts.

#### b) **Restricted**

- i) Fund balance should be reported as restricted when constraints placed on those resources that are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

#### c) **Committed**

- i) Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- ii) The City's highest level of decision-making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution if they so choose. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- iii) City Council resolution is required to remove the constraint on the specified use of committed resources.

#### d) **Assigned**

- i) Amounts that are constrained by the government's intent to use for specified purposes but are neither restricted nor committed. Assigned fund balance in the General Fund includes amounts that are intended to be used for specific purposes.
- ii) The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the City Administrator, Finance Director or his/her designee.

#### e) **Unassigned**

- i) Unassigned fund balance represents the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. A negative residual amount may not be reported as restricted, committed, or assigned fund balances. Other governmental funds would report deficit fund balances as unassigned.
- 3) GOVERNMENTAL FUNDS**
- a) General Fund**
- i) The General Fund is established to account for all revenues and expenditures which are not required to be accounted for in other funds. Revenue sources include property taxes, license and permit fees, fines and forfeits, program revenues, intergovernmental revenues, investment interest earnings, and transfers. The General Fund's resources finance a wide range of functions including the general government administration, community and economic development, public safety, public works, and parks and recreation.
- ii) The General Fund may have a portion of its fund balance classified as nonspendable if there are long-term receivables, inventories or prepaid items on the balance sheet.
- iii) The City will endeavor to maintain an unrestricted (committed, assigned and unassigned) fund balance in the General Fund of an amount between 40% and 50% of the next year's budgeted expenditures of the General Fund, exclusive of federal or state government transfers. This will assist in maintaining an adequate level of fund balance to provide for infrastructure or staffing adjustments, cash flow requirements and contingency needs.
- iv) When establishing the level of fund balance, the City shall consider the quantitative impact on the credit rating assigned to the City's general obligation debt based on the rating methodology set by the rating agency. The City shall also consider the City's policy position for Credit Rating as set forth in the City's Debt Policy, Section 4.
- b) Special Revenue Funds**
- i) Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. Governmental Accounting Standards require that substantial inflows of revenues into a Special Revenue Fund be either restricted or committed in order for the fund to be considered a Special Revenue Fund. The City will maintain reserves in the Special Revenue Funds at levels sufficient to provide working capital for current expenditure needs plus an amount this is estimated to be needed to meet legal restrictions, requirements by external funding sources and/or pay for future capital projects. Future capital projects must be identified and quantified in a written finance plan for the Fund, which shall be included in the City's annual Capital Improvement Plan. The city has the following Special Revenue Funds:
- (1) **Communications Fund** – the fund balance is both committed and restricted. The cable franchise fee revenues are committed by City Council for operation and maintenance of a government access channel, public communication budget, long-term replacement of equipment and other uses as authorized within budget. The Public Education in Government (PEG) revenues are restricted per the franchise agreement.

- (2) **Economic Development Fund** – the fund balance is both restricted and committed by grant agreement and by the City Council. The grant award is restricted by the Minnesota Department of Trade and Economic Development grant agreement. The administrative fee revenues are committed by the City Council for future economic development endeavors.
  - (3) **Downtown Special Service District Fund** – the fund balance is considered restricted pursuant to state statute.
  - (4) **Opioid Settlements Fund** – the fund balance is considered restricted pursuant to Attorney General rules and settlement requirements.
  - (5) **Local Affordable Housing Aid Fund** – the fund balance is considered restricted pursuant to requirements of the Minnesota Housing Finance Agency (MFHA). Funds distributed through this aid program must be spent on a qualifying project by December 31 of the fourth year after the aid was received. Funds will be considered spent if the city demonstrates to the MFHA that the city cannot expend funds on a qualifying project by the deadline due to factors outside the control of the city. The funds will be transferred to a local housing trust fund to be spent on a qualifying project at a later date.
  - (6) **FiRST Center Fund** – the fund balance is considered assigned as the only restrictions are to cover operating expenses in the following budget year.
  - (7) **Grant Funds** - the fund balances are restricted pursuant to state statute or grant requirements.
- c) **Debt Service Funds**
- i) Debt Service Funds account for the accumulation of resources for the payment of long-term debt principal and interest maturing in current and future years. All of the city's Debt Service Fund balances are considered restricted pursuant to state statutes and respective debt agreements. The City will maintain reserves in the Debt Service Funds at levels sufficient to provide working capital for current expenditure needs plus an amount that is estimated to be needed to meet legal restrictions and requirements by external funding sources.
- d) **Capital Project Funds**
- i) Capital Project Funds account for financial resources that are being accumulated for current and future projects. The fund balances in the Capital Project Funds are appropriated to and therefore considered restricted or committed for these purposes: capital outlay expenditures, acquisition or construction of capital facilities, and other capital assets. Bond proceeds are considered restricted. The City will maintain reserves in the Capital Project Funds at levels sufficient to provide working capital for current expenditure needs plus an amount that is estimated to be needed to meet legal restrictions, requirements by external funding sources and/or pay for future capital projects. Future capital projects must be identified and quantified in a written finance plan for the Fund, which shall be included in the City's annual Capital Improvement Plan.
  - ii) Consistent with the Financial Sustainability and Resiliency Policy adopted by the City Council and in furtherance of the goal to place certain capital projects on a "pay-as-you-go" basis, the level of the fund balance in various Capital Project Funds should be determined at a level to help the City realize the goal of making certain capital projects to be funded in the future on a "pay-as-you-go" basis.
  - iii) The following addresses any other financial resources:

- (1) **Municipal State-Aid Fund** – the fund balance is committed by City Council for current street construction projects.
  - (2) **Pavement Management Fund** – the fund balance is committed by City Council for current and future pavement management activities related to crack sealing, patching, seal coating and overlays.
  - (3) **Improvement Construction Fund** – the fund balance is committed by City Council for current and future construction of public improvements such as streets, storm sewers, water and sanitary sewer trunk lines.
  - (4) **Storm Water Infrastructure Fund** – the fund balance is committed by City Council for current and future construction of trunk storm sewer systems.
  - (5) **Water Fund** – the fund balance is committed by City Council for current and future construction of water supply lines, wells and water storage facilities, and provides debt service to bonds issued to finance construction of the City's water treatment facility and other trunk infrastructure improvements.
  - (6) **Sanitary Sewer Fund** – the fund balance is committed by City Council for current and future construction of sanitary sewer trunk systems.
  - (7) **Park Dedication Fund** – the fund balance is restricted pursuant to state statute.
  - (8) **Trail Improvement Fund** – the fund balance is committed by City Council for current and future long-term maintenance, repairs and replacement of the city trails.
  - (9) **Park Improvement Fund** – the fund balance is committed by City Council for current and future long-term maintenance, repairs and replacement of the city park equipment and facilities.
  - (10) **Tax Increment Fund** – the fund balance is restricted pursuant to enabling legislation.
  - (11) **Building Fund** – the fund balance is committed by City Council for current and future construction and improvement of public buildings.
  - (12) **Equipment Fund** – the fund balance is committed by City Council for current and future capital acquisitions related to replacing vehicles, heavy machinery, and equipment.
  - (13) **Technology Fund** – the fund balance is committed by City Council for current and future capital acquisitions related to technology.
  - (14) **Park Referendum Fund** – the fund balance is committed by City Council for current and future construction of park projects approved by voter referendum.
  - (15) **Arenas Capital Reserve Fund** – the fund balance is committed by City Council for Lakeville Arenas improvement projects.
- e) **Internal Service Funds**
- i) Internal Service Funds account for financial resources that are being accumulated for risk-management and the payment of long-term personnel liabilities.
    - (1) **Municipal Reserves Fund** – the fund balance is committed for the City's risk management program relating to general liability, excess liability, property, workers compensation, and casualty insurance costs which are charged to other departments of the City. The City strives to maintain a fund balance sufficient to support policy deductibles, small claim losses and the like. The

City will use deductible amounts as set forth in the League of Minnesota Cities Insurance Trust (LMCIT) coverages carried by the City and considered prudent in light of the relationship between the cost of insurance and the City's ability to absorb self-funded losses. If funding level is found to be too low, City Council will endeavor to transfer funds from the City's General Fund, or from such other funds as might be available, to the Municipal Reserves Fund to complete the necessary level of funding.

- (2) **Compensated Leave Fund** – the fund balance is committed for the payment of accrued leave balances for personnel when they retire or resign from employment with the City. Funding was initially provided by transfers from the General Fund. Future revenue sources are charges to benefited programs and departments. Benefits paid to Enterprise Fund employees are accounted for in their respective funds. This fund currently has a deficit net position, but the City supports reestablishing the fund for the purpose of funding the current liability for accrued leave hours due to those employees eligible to retire within the next five years. Also, the City supports funding an estimated amount for a normal level of staff turnover, recognizing that even though this liability will be paid in the future, the liability was incurred to provide current services and should be funded with current revenues. Funding this liability can be phased in but the City will strive to meet this goal within three to five years.

#### 4) ENTERPRISE FUNDS

- a) **Utility Funds.** Utility Funds are used to account for the financial activities associated with providing services. When implementing any rate changes, the city intends to meet the following financial management targets:
- i) Available cash on hand to cover the following objectives:
    - (1) Three months of operating cash
    - (2) Following year debt service payments
    - (3) Next year planned capital expenditures (not financed with bonds)
  - ii) Unassigned cash of \$500,000 to account for unexpected costs in Water and Sewer Operating Funds. Unassigned cash of \$100,000 to account for unexpected costs in Environmental Resources and Streetlight Funds.
  - iii) Unrestricted Net Assets not less than 50% of projected expenditures.
  - iv) Net revenues not less than 125% of annual debt service on existing and planned debt.
- b) **Liquor Fund.** The Liquor Fund is used to account for the financial activities associated with operating a municipal liquor operation. When evaluating the use of funds, the city intends to meet the following management targets:
- i) Available cash on hand to cover the following objectives:
    - (1) Three months of operating cash
    - (2) Following year debt service payments
    - (3) Next year planned capital expenditures not financed with bonds
  - ii) Income Before Contributions and Transfers not less than 125% of annual debt service on existing and planned debt.

**5) PROCEDURES FOR AVAILABLE RESOURCES**

- a) When both restricted and unrestricted resources are available for use, it is the city's policy to first use restricted resources and then use unrestricted resources as they are needed.
- b) When unrestricted resources are available for use, it is the city's policy to use resources in the following order (i) committed, (ii) assigned, and (iii) unassigned.

**6) STABILIZATION ARRANGEMENTS**

- a) Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.
- b) The city will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

# FINANCIAL SUSTAINABILITY AND RESILIENCY

## Policy 4.10

Adopted: January 21, 2020 | Incorporated into Policy Manual: May 4, 2026

### 1) PURPOSE

- a) The purpose of this policy is to establish strategic financial sustainability and resiliency principles for the City of Lakeville, which may be used when developing the annual budget, long-term financial plans, and when making critical financial, economic development and community development decisions.

### 2) DEFINITIONS

- a) **Financial Sustainability** is defined as the process that establishes a long-term vision, builds trust and cooperation through planning and transparency, sets rules, is fair, and establishes outcomes to monitor Lakeville's progress in achieving the principles. It considers the risks, obligations and opportunities of Council's critical decisions on the community, including the people, the environment and financial position of the City.
- b) **Financial Resiliency** is defined as the ability to maintain ongoing financial health when facing serious external challenges, including but not limited to economic adjustments, natural disasters and important policy changes by other levels of government.

### 3) OBJECTIVES

- a) Financial sustainability is achieved when service and infrastructure levels and standards are delivered according to a Council-adopted Long-Term Financial Plan without the need to significantly increase user rates or taxes, significantly reduce services, or issue debt in excess of the City's Debt Policy.
- b) Long-term financial sustainability is important if the Council is to deliver the services and programs expected by the community. It is also important that community assets are maintained so that an unfunded liability does not build up and become a burden for future taxpayers and/or ratepayers.
- c) Responsible long-term financial sustainability ensures:
  - Consistent delivery of essential community services and the efficient development of infrastructure
  - Public resources and costs distributed fairly between current and future ratepayers and taxpayers, achieved with stability and predictability by having a balanced budget and maintaining a reasonable operating surplus
  - Funding for the maintenance, replacement and upgrade of assets
  - The City maintains a healthy financial position and a strong level of credit quality (Aa and Aaa levels) in compliance with the Debt Policy
  - Continued or enhanced stability and certainty of financial outcomes
  - Sufficient reserves are available to address emergency situations (i.e. natural disasters, etc.)

### 4) SCOPE

- a) This policy applies to the City of Lakeville and those involved in planning and implementing Envision Lakeville, its community vision plan.

### 5) IMPLEMENTATION

a) The Council will ensure the following plans are fully developed, articulating support of the concepts of financial sustainability and resiliency as overall goals (individually and in coordination with the other plans), and reviewed annually:

- Envision Lakeville (community vision plan)
- Comprehensive Land Use Plan (2040)
- Infrastructure Plans: Transportation Plan, Water Plan, Sanitary Sewer Plan, Water and Natural Resources Management Plan, Parks, Trails and Open Space Plan
- Economic Development Strategic Plan
- Asset Management Plan
- Long-term Financial Plan

b) Council will annually review and affirm the financial sustainability principles to be included in the annual budget and Capital Improvement Plan, ensuring strategic financial sustainability, resiliency and long-term financial viability for the City of Lakeville.

## **6) POLICY EXCEPTIONS AND AMENDMENTS**

- a) In the event that the Policy principles cannot be achieved within the parameters provided, the City Council will discuss and take affirmative action to call out the exception or deviation and approve a plan to cure the deviation within one year.
- b) If the exception or deviation is going to take longer than one year to cure, the City Council will consider following the City's protocol for modifying the policy.

## **7) BALANCED BUDGET**

- a) Council is required by Minnesota State Statute 412.711 to adopt a balanced budget. The City's policy is to budget an underlying operating surplus each year to maintain the General Fund Balance Ratio, as of December 31, between 40%–50% of the next year's expenditures.
- b) This percentage is calculated as:  $\text{Unrestricted Fund Balance} / \text{Next Year's Expenditures}$
- c) The City will adopt and comply with additional fund balance ratios or financial management targets consistent with best practices established by the Government Finance Officers Association (GFOA) and/or the State of Minnesota Office of the State Auditor (OSA).

## **8) DEBT LIMITATIONS AND GOALS**

- a) It is appropriate for the City to invest in new infrastructure assets that are paid for by both current and future tax and rate payers. The level of borrowings should be consistent with the City's Debt Policy.
- b) The City will research and consider types of debt issuance that result in lower interest costs, offer maximum financial flexibility and help achieve other goals such as Environmental, Social, and Governmental (ESG) objectives including Green Bonds.
- c) For selected asset classifications, the City will evaluate adopting a "Pay-As-You-Go" Strategy such that resources are set aside for asset replacement at the appropriate future time.
- d) The City will strive to meet these goals within the next five to seven years.

## **9) FUNDED ASSET AND SERVICE PROVISION COSTS**

- a) The full cost of providing services to the community will be included in the Annual Budget and Long-Term Financial Plan. The City will budget for the appropriate

maintenance, replacement and upgrade of existing assets, as well as additional assets due to community growth or increased service levels.

- b) Existing assets will be maintained to a level that ensures their economic life is maximized. The City will utilize subject matter experts to establish overall condition indices (OCI), maintenance protocol, etc.
- c) Existing infrastructure will be maintained to a reasonable and serviceable level as a priority over building or acquiring additional infrastructure.
- d) The City supports funding one hundred percent (100%) of depreciation of Pay-As-You-Go Strategy achieved by the following formula per asset classification: Asset Replacement Cost / Useful Life of Asset

Asset Classification	Threshold	Goal
Vehicles & Equipment	Useful life < 13 years; or Cost < \$500,000	Within the next five to seven years (2025–2027)
Building Major Repair and Maintenance	Replace major building components	Within the next five to seven years (2025–2027)
Street Infrastructure	City's share of mill and overlay and reconstruction	Within the next twenty years (2040)
Water Infrastructure	Infrastructure Replacement*	Within three years (2022)
Sewer Infrastructure	Infrastructure Replacement*	Current

\*See individual plans for further description

## 10) REVIEW OF ASSETS

- a) Existing assets will be reviewed to ensure their use is consistent with meeting the goals of Envision Lakeville, the Comprehensive Land Use Plan and specific Infrastructure Plans. If assets are not providing a benefit in accordance with these plans, the Council will examine alternative uses and seek community input.
- b) When acquiring new assets, the following factors will be considered as part of a cost/benefit analysis:
  - City's current operating surplus/deficit position
  - Any additional depreciation and maintenance cost
  - Any relevant interest cost and the impact on the fund's net position
  - The requirement to increase rates to fund acquisition and ongoing costs
  - The age, life expectancy, suitability and service potential of any asset to be replaced
  - Discounted cash flow analysis, where appropriate
  - Inclusion as part of a long-term plan (i.e. Capital Improvement Plan, Equipment Plan, Facility Plan, Technology Plan, etc.)
- c) City assets will be reviewed on a regular basis and those identified as surplus or requiring excessive maintenance costs may be sold. Asset sale proceeds will not be used to fund operations or routine maintenance.
- d) Appropriate uses for asset sale proceeds include: purchases of other capital assets or refurbishments, development of new capital assets, and upgrade or expansion of existing capital assets.

## 11) ENVIRONMENTAL SUSTAINABILITY

- a) Consistent with Envision Lakeville, the Metropolitan Council 2040 Plan and the City's Comprehensive Plan, the City will include the conservation of natural resources and protection of the environment as items for analysis when making financial, economic development and community development decisions. Components may include:
  - Maintain water quality consistent with or more stringent than Department of Natural Resources (DNR) standards
  - Analysis of integrating energy conservation options when acquiring new assets or upgrading existing assets; work toward achieving a carbon neutral position over time
  - When available on a cost-efficient basis, utilize environmentally friendly products, energy efficient products, and energy conservation technology
  - Investigate the option to purchase renewable energy (solar, wind, etc.) to supplement or replace current energy sources
  - Include exogenous costs in fiscal analysis or cost-benefit reports prepared for future operations or Capital Project acquisitions

## **12) FUNDING**

- a) The City will work to implement funding for operations and reserves that will efficiently enhance sustainability and resiliency to ensure the long-term financial viability of the City.
- b) The City supports establishing and maintaining Capital Project Funds for the purpose of committing funds to acquire, replace, refurbish, and maintain its capital assets (i.e. vehicles, equipment, buildings, parks, infrastructure, technology, etc.).
- c) The City supports reestablishing a Compensated Leave Fund for the purpose of funding the current liability for accrued leave hours due to those employees eligible to retire within the next five years as well as an estimated amount for a normal level of staff turnover. Funding this liability can be phased in but the City will strive to meet this goal within three to five years.
- d) The City will charge development fees to fund new infrastructure needed due to growth of the community (i.e. water towers, wells, water mains, sewer mains, etc.).
- e) The City will strive to provide stable funding sources through property taxes and other appropriate sources to fund the acquisition, replacement, refurbishment and maintenance of its capital assets. The City will minimize its reliance on one-time funds or operating surpluses to be used for recurring expenditures, including capital assets.
- f) The City supports a philosophy that current and future users should pay for the depreciation of City assets; therefore, current taxation levels, fees and fund balance reserves should reflect the funds being collected to replace, refurbish and maintain its capital assets.

## **13) USER RATE/FEE ADJUSTMENTS**

- a) The City's Annual Budget will include a level of revenue that reflects the cost to continue providing existing services at the defined level of service and to fund the costs included in the Asset Management Plan and investment in new capital assets as included in the Long-Term Financial Plan.
- b) If the Council is planning to provide new or additional services, then the cost of these may require an additional rate increase. A cost/benefit analysis should be conducted for any new or additional services, to ensure the service is provided in a cost-effective manner.

- c) Rate adjustments (Development Fees, Miscellaneous Fees, Utility Rates) will be reviewed annually in conjunction with updates to long-term plans, review of current costs to provide services, etc.
- d) The City will strive to act proactively and incrementally with rate adjustments to provide stability and predictability for residents and businesses.



Date: 5/4/2026

## Resolution Approving Off-Site Charitable Gambling Permit for the Lakeville South Football Association

### Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving a temporary off-site gambling permit for Lakeville South Football Association at Belzer Stadium at Grand Prairie Park.

### Overview

The Lakeville South Football Association has applied to the Minnesota Gambling Control Board for approval to conduct lawful charitable gambling activities in conjunction with adult town ball baseball games at Belzer Stadium, located at Grand Prairie Park.

At the April City Council meeting, the Association, along with representatives of Belzer Stadium/Grand Prairie Park, received approval for a charitable gambling permit at that location. Due to timing constraints associated with state processing, the permanent gambling permit will not be issued prior to the first scheduled games on May 15th and June 1, 2026.

As a result, the Association is requesting City Council approval for a temporary off-site gambling permit to conduct lawful gambling activities for the two (2) games. This approval is required by the State of Minnesota prior to issuance of the permit.

The proposed activities may include the sale of pull-tabs, tipboards, and raffles, consistent with State regulations governing lawful gambling.

The Association is a qualified organization and meets all applicable City and State requirements for lawful gambling.

### Supporting Information

None

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

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

**RESOLUTION APPROVING OFF-SITE CHARITABLE GAMBLING PERMIT FOR THE LAKEVILLE SOUTH FOOTBALL ASSOCIATION**

**WHEREAS**, the Lakeville South Football Association has applied to the Minnesota Gambling Control Board for a permit to conduct lawful charitable gambling activities; and

**WHEREAS**, the proposed off-site gambling activities will occur at Belzer Stadium, located at Grand Prairie Park, 7700 185th Street West, Lakeville, Minnesota; and

**WHEREAS**, the activities will be conducted in conjunction with adult town ball baseball games during two (2) events on May 15th and June 1, 2026; and

**WHEREAS**, the City Council finds that the organization is a qualified organization and that the proposed lawful gambling activities are consistent with State law;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA:**

1. The City Council hereby approves the request by the Lakeville South Football Association to conduct off-site lawful gambling activities at Belzer Stadium/Grand Prairie Park for May 15th and June 1, 2026.
2. This approval is contingent upon final approval and issuance of the permit by the Minnesota Gambling Control Board.

**Adopted** by the Lakeville City Council this 4th day of May, 2026.

**CITY OF LAKEVILLE:**

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

ATTEST:

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



**Date:** 5/4/2026

**Public Hearing on the application for Lakeville Baseball Association to hold an On-Sale Wine and Strong Beer License**

**Proposed Action**

Staff recommends adoption of the following motion: Move to grant an On-Sale Wine and Strong Beer License for Lakeville Baseball Association, at Belzer Stadium located at 7700 185th Street West.

**Overview**

The Lakeville Baseball Association (LBA) has requested City Council approval to operate a concession building located at Belzer Stadium, the Hometown Ballfield at Grand Prairie Park (7700 185th Street West), including the sale of wine and strong beer.

The concession building will support baseball activities at the Hometown Ballfield by providing food and beverage service to participants, spectators, and visitors during scheduled games and events. The addition of wine and strong beer sales is intended to enhance the overall game-day experience for adult patrons.

The Lakeville Baseball Association will be responsible for managing the concession operations and alcohol sales. All alcohol service must comply with applicable State of Minnesota liquor laws and City Code requirements. This includes obtaining the appropriate liquor license, ensuring staff training, age verification procedures, and maintaining control of the service area to prevent underage consumption.

The Police Department has conducted a background investigation on the corporate officers and found no reason to deny the license requested.

Staff finds the proposed use to be consistent with the recreational purpose of the facility and supportive of community programming at Grand Prairie Park.

**Supporting Information**

None

<p><b>Financial Impact:</b> \$1,100.00    <b>Budgeted:</b> No    <b>Source:</b> Liquor Licenses <b>Envision Lakeville Community Values:</b> Safety Throughout the Community <b>Report Completed by:</b> <i>Ann Orlofsky</i>, City Clerk</p>
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**Date:** 5/4/2026

## **Globus Business Park - Preliminary Plat and Conditional Use Permit**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the preliminary plat of Globus Business Park, and 2) approval of a conditional use permit to permit a warehouse building in the O-P, Office Park District, and adopt the findings of fact.

### **Overview**

Representatives from Globus Transport have submitted applications for a preliminary plat and conditional use permit for a one lot subdivision to be known as Globus Business Park. The parent parcels include two lots, with an area of 10.08 acres. The site is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue.

The applicant is proposing an industrial office/warehouse project with an approximate 81,100 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

The Planning Commission held a public hearing at the April 16, 2026 meeting. The applicant was present and there was no public comment. The Planning Commission unanimously recommended approval of the preliminary plat and conditional use permit applications subject to the stipulations listed in the attached documents.

### **Supporting Information**

1. Preliminary Plat and CUP Resolution and Findings
2. Planning Commission Minutes
3. Planning Report and Eng Report
4. Exhibits A-D Location and Zoning Maps Pre Plat Existing Conditions
5. Exhibits E-K Site Grading Erosion Tree Pres Landscaping Elevations DACO letter

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> Diversified Economic Development <b>Report Completed by:</b> Heather Botten, Senior Planner</p>
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**CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 26-\_\_\_\_**

**RESOLUTION APPROVING THE PRELIMINARY PLAT  
OF GLOBUS BUSINESS PARK**

**WHEREAS**, Globus Transport, Inc requests approval of the preliminary plat to be known as **GLOBUS BUSINESS PARK**; and

**WHEREAS**, the Planning Commission held a public hearing at its April 16, 2026 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

**WHEREAS**, the preliminary plat meets Subdivision Ordinance requirements; and

**WHEREAS**, the preliminary plat is acceptable to the City.

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

The **GLOBUS BUSINESS PARK** preliminary plat is approved subject to the following stipulations:

1. The final plat and plan set shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
2. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
3. Implementation of the recommendations listed in the engineering report dated April 8, 2026, and any subsequent correspondence.
4. The landscape and tree preservation plans shall be revised to comply with code requirements. A landscaping financial security shall be submitted with the final plat
5. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

**ADOPTED** by the Lakeville City Council this **4<sup>th</sup>** day of **May 2026**.

CITY OF LAKEVILLE

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Luke M. Hellier, Mayor

**ATTEST:**

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Ann Orlofsky, City Clerk

*(Reserved for Dakota County Recording Information)*

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**CITY OF LAKEVILLE**

**DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT NO. 26- \_\_\_\_**

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby grants a conditional use permit to Globus Transport, Inc to allow an office-warehouse building in the O-P, Office Park District.

2. Property. The permit is for the following described property in the City of Lakeville:

**Lot 1, Block 1, Globus Business Park, Dakota County, Minnesota**

3. Conditions. This conditional use permit is issued subject to the following stipulations:

- a) The recommendations listed in the Engineering Division memorandum dated April 8, 2026.
- b) The site and building shall be developed and constructed consistent with the preliminary plat and final plat and site development plans approved by the City Council.
- c) All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
- d) The landscape and tree preservation plans shall be revised to comply with code requirements. A landscaping financial security shall be submitted with the final plat.
- e) Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.
- f) A parking deferment may be required at the time of final plat if the number of spaces proposed to be constructed on site is less than required by the Zoning Ordinance

4. Revocation. The City may revoke the permit for cause upon determination that the conditional use is not in conformance with the conditions of this permit or is in continued violation of the Zoning Ordinance, City Code, or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences construction of the authorized use within one year of the date of this conditional use permit, unless an extension is approved by the Zoning Administrator.

DATED: May 4, 2026

CITY OF LAKEVILLE

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

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

STATE OF MINNESOTA )  
(  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May 2026, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

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

SEAL

DRAFTED BY:  
City of Lakeville,  
20195 Holyoke Avenue  
Lakeville, MN 55044

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

GLOBUS BUSINESS PARK

CONDITIONAL USE PERMIT  
FINDINGS OF FACT AND DECISION

On April 16, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider a conditional use permit to allow a warehouse building in the O-P, Office Park District to be located on the future Lot 1, Block 1, Globus Business Park. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Land Use Plan, which guides the property for office park uses.
2. The property is currently zoned O-P, Office Park District.
3. The legal description at the time of final plat of the property will be:

**Lot 1, Block 1, Globus Business Park, Dakota County, Minnesota**

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

*Finding: The proposed warehouse building is consistent with the 2040 Comprehensive Land Use Plan and the District 6 recommendations of the Comprehensive Plan.*

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

*Finding: Provided with compliance of the conditional use permit, the proposed warehouse use will be compatible with existing and planned nearby land uses in the vicinity.*

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

*Finding: The site plan and design of the industrial warehouse building conform to all performance standards contained in the Zoning Ordinance and the City Code.*

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

*Finding: The subject property lies within the current MUSA boundary. The property can be served with public sanitary sewer and water services. The use of the property as an industrial warehouse will have no impact on the City's service capacity.*

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

*Finding: Anticipated traffic generated by the industrial office-warehouse building is within the capabilities of all public streets serving the property. Dakota County Plat Commission has reviewed and approved the plat and planned land use.*

- 5. The planning report dated April 8, 2026 prepared by Senior Planner Heather Botten is incorporated herein.

### DECISION

The City Council approves the conditional use permit in the form attached hereto.

**DATED: May 4, 2026**

### CITY OF LAKEVILLE

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

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

SEAL

**CITY OF LAKEVILLE**  
**PLANNING COMMISSION MEETING MINUTES**  
**Item 5.b. Globus Business Park**  
**April 16, 2026**

**Members Present:** Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Ex-Officio Kelli Coughlin

**Members Absent:** Amanda Tinsley

**Staff Present:** Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

**5b. Globus Business Park**

Chair Zimmer opened the public hearing to consider the application of Globus Transport for a preliminary plat and conditional use permit for a one lot subdivision to be known as Globus Business Park.

Muzaffar Gafurov, President of Globus Transport, introduced the project.

Senior Planner Heather Botten presented the staff report. The site includes two parent parcels totaling 10.08 acres. The site is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue. The applicant is proposing an industrial office/warehouse project with an approximate 81,100 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

Community Development Department staff recommend approval of the Globus Business Park preliminary plat and conditional use permit with the stipulates listed in the planning and the engineering staff reports.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

**Motion was made by Einck, seconded by Swaney** to close the public hearing at 6:44 p.m.

**Voice vote was taken on the motion.**

**Ayes – unanimous**

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked what would be stored outside. Mr. Gafurov stated tractor trailers would be stored outside.

- Commissioner Swenson asked if Globus would be expanding and keeping the other facility or moving to the new facility. Mr. Gafurov stated they are not sure what they will do with the current facility, but they will move the operation to the new facility. The current facility only allows for seven dock doors, and the new facility allows for 18 dock doors, which allows for more efficient flow of operation.
- Commissioner Swenson asked where the truck repairs are done. Mr. Gafurov stated many of their drivers are owner/operators who own their own tractor and take care of their own repairs. Some repairs are done at bigger facilities or local repair shops.
- Commissioner Swaney asked about parking, and what would happen if they run out of parking spaces. Mr. Gafurov stated that the trucks come and go and they believe there are adequate spaces for the current number of trailers that they own.
- Commissioner Traffas asked if Globus is the only occupant of this building. Mr. Gafurov stated they plan to occupy about 24,000 square feet of the building and plan to lease out the remainder of the building.

**Motion was made by Swaney, seconded by Swenson** to recommend to City Council approval of the preliminary plat and conditional use permit for Globus Business Park, and the findings of fact, subject to the following stipulations:

1. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
2. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
3. Implementation of the recommendations listed in the engineering report dated April 8, 2026, and any subsequent correspondence.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. The landscape and tree preservation plans shall be revised to comply with code requirements. A landscaping financial security shall be submitted with the final plat.
6. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

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

**Nays: 0**



# Memorandum

**To:** Planning Commission  
**From:** Heather Botten, Senior Planner  
**Date:** April 8, 2026  
**Subject:** Packet Material for the April 16, 2026 Planning Commission Meeting  
**Agenda Item:** Globus Business Park - Preliminary plat and CUP  
**Application Action Deadline:** April 25, 2026 (60-day deadline)

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## BACKGROUND

Representatives of Globus Transport have submitted an application for a preliminary plat and conditional use permit for a one lot subdivision to be known as Globus Business Park. The site includes two parcels, with a lot area of 10.08 acres. The site is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue.

The applicant is proposing an industrial office/warehouse project with an approximate 81,100 square foot building. The property is zoned O-P, Office Park District. Warehouse use requires a conditional use permit within the O-P, Office Park District.

The preliminary plat plans have been reviewed by Community Development, Engineering, Environmental Resources, Forestry, and Parks and Recreation Department.

## EXHIBITS:

- A. Aerial Photo Location Map
- B. Zoning Map
- C. Preliminary Pat
- D. Existing Conditions
- E. Site Plan
- F. Grading and Drainage Plan

- G. Erosion Control Plan
- H. Tree Preservation Plan
- I. Landscape Plan
- J. Exterior Elevation Plans
- K. Dakota County Plat Commission letter dated April 9, 2026

## PLANNING ANALYSIS

### PRELIMINARY PLAT

**Existing Conditions.** The property is undeveloped land that historically has been used for agricultural crop production.

**Surrounding Land Uses.** The site is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Juniper Way (CSAH 70) and Vacant Property	Office Park	OP, Office Park District
South	Agricultural Property, future industrial development	Office Park	OP, Office Park District
West	Commercial Property and City Owned Property	Commercial and Restricted Development	C-3, General Commercial and P/OS, Public Open Space District
East	Juniper Way (CSAH 70)	ROW	ROW

**Lots/Blocks.** The preliminary plat proposed consists of one lot on one block. The lot is triangular in shape, 10.08 acres in area with over 1,300 ft of lot width exceeding the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the OP District.

**Streets.** Juniper Way (CSAH 70) abuts the proposed preliminary plat to the north. Juniper Way is a four-lane divided roadway withing a 150-foot wide (75-foot north and south half) right-of-way. Access to and from the property will be from a right-in/right-out access point onto CSAH 70 and from Kenrick Court.

The Dakota County Plat Commission recommended approval of the preliminary plat at the April 8, 2026 meeting subject to the requirements in the approval letter dated April 9, 2026.

**Tree Preservation.** As an industrial type zoning, the tree removal threshold is 70%. The Tree Preservation Plan identifies 3,453 inches of significant trees located within the project boundary. The plans propose to remove 2,165 diameter inches, which is below the threshold. The tree preservation ordinance requires heritage trees to be replaced at 100% of the diameter inches

removed, minus any credits for heritage trees saved, up to 50%. Plans show the removal of 193 inches of heritage trees with credits for heritage tree preservation reducing the replacement requirement to 97 inches. The tree preservation plan shall be updated to comply with the heritage tree replacement requirement.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

**Wetlands.** No wetlands are identified on the property.

**Grading, Drainage, Erosion Control, Utilities.** Grading, drainage, erosion control, and utility plans have been submitted with the preliminary plat and are discussed in more detail in the April 8, 2026 engineering report. A copy of the report is attached for your review. The Engineering Division recommends approval of the Globus Business Park preliminary plat and development plans subject to the comments outlined in the engineering report.

**Park Dedication, Trails and Sidewalks.** The City’s Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. Park dedication shall be satisfied with a cash fee in effect at the time of final plat approval.

Development of the site includes the grading and restoration of public trails. A bituminous trail will be constructed along the south side of Juniper Way (10-feet wide) with a future city and county capital improvement project. The Developer shall be responsible for 100% of the grading and restoration for the trail segment along the plat’s frontage.

**CUP/SITE PLAN ANALYSIS**

Development of a warehouse in the O-P District requires a conditional use permit per Section 11-75-7.H of the Zoning Ordinance.

The site development and construction plans propose one building, approximately 81,100 square feet, to include both office and warehouse type uses. The proposed site plan estimates 10% office/90% warehouse occupancy, consistent with similar industrial office/warehouse buildings.

**Building Setbacks.** The O-P, Office-Park District requires the following setback requirements:

	Front Yard (CSAH 70)	W. Side Yard	E. Side Yard	Rear Yard (Kenrick Ct)
Minimum	50 feet	10 feet	10 feet	30 feet
Proposed	74 feet	200+ feet	50+ feet	120+ feet

**Building Height/Exterior Materials.** The proposed building will be one-story and 33 feet in height, in compliance with O-P District requirements. The building will be constructed with approximately 99% Grade A materials, consisting of smooth texture pre-cast concrete panels painted in three different colors. The loading docks will be located on the south and west side of the building. The exterior building materials and design comply with Zoning Ordinance requirements for the OP District. The proposed building is compatible with the area in which it is proposed and consistent in design to other warehouse/office buildings in the OR District, as allowed by the Zoning Ordinance.

**Access/Parking/Drive Aisles:** The property will have two egress points, one at the terminus of Kenrick Couth and the other is a right-in/right-out onto CSAH 70/ Juniper Way. The egress points have been approved by Engineering and the Dakota County Plat Commission. The parking lot meets or exceeds the minimum setbacks from a property line. As proposed, the applicant would need an administrative permit and a deferred parking agreement to have a reduction in the number of required parking stalls. The site plan demonstrates an area of 12 proof of parking stalls to accommodate the expansion of parking facilities to meet the minimum requirements if the parking demand exceeds the site supply.

Building Sq. Ft. ....	81,107 square feet
Minus 10% of floor area allowed by code..	72,996 sq ft
Office Sq. Ft est. $8,111 - 10\% =$	7,300 sf
3 spaces per 1,000 sq ft=	22 stalls
Warehouse Sq. Ft. est. $72,996 - 10\% =$	65,696 sq ft
1 space per 1,000 sq ft =	66 stalls
Required.....	88 stalls
Provided.....	78 stalls
Proof of Parking.....	12 stalls

**Circulation.** All drive aisles and parking stalls shall comply with the required aisle width and parking stall dimensions for two-way 90-degree vehicle parking. The site has been designed to allow semi-truck and trailer and emergency vehicle circulation throughout the site. Employee and visitor vehicles will park on the east and north side of the building with semi-truck traffic and trailer storage and parking on the south and west sides of the property.

**Outdoor Storage.** Outside storage is limited to a maximum of 20% of the gross lot area. The storage area shall be located in the rear yard and setback at least 30 feet from all property lines. The storage area shall be screened and landscaped from adjacent properties. Outside storage is depicted on the site plan in the rear yard, approximately 1 acre in area. This is approximately 10% of the lot area, in compliance with code requirements. The semi-trailer parking on the west

side of the building will be limited to semi-trailers as part of the function of the building occupancy that includes receiving, transferring, shipping of goods and materials, not a storage area.

**Landscaping/Screening.** The OP District requires a minimum of 30% landscaped area on the property. The subject property is 10.08 acres in area. The site layout as designed proposes 3.04 acres of greenspace (30.2 %) complying with the minimum requirements.

The landscape plan proposes 33 shade and evergreen trees and a variety of shrubs. Title 11-21-9.B requires industrial and commercial properties to include perimeter plantings, including along the right-of-way of the proposed preliminary plat. Additionally, Title 11-75-13 requires the outdoor storage area to be screened and landscaped from adjacent properties.

The landscape plan shall be revised to include additional landscaping to comply with code requirements.

All the landscaped areas within and adjacent to the parking lot, including landscaped islands, shall be irrigated in compliance with the Zoning Ordinance. A financial security will be required with the final plat to guarantee installation of the approved landscaping. The security amount will be determined by the developer's landscaping contractor prior to City Council consideration of the final plat.

**Signage.** The Zoning Ordinance for the OP District allows one freestanding sign to a maximum area of 100 square feet and 10 feet in height. The sign shall be located at least 15 feet from the property line abutting right-of-way and five feet from a side property line. All wall signs shall comply with Chapter 11-23 of the City Code. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.

**Site Lighting.** The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. The light pole height may not exceed 35 feet, and the fixture style shall be downcast to meet the ordinance requirements. Wall mounted lights shall be downcast fixtures only. The light fixtures shall meet Zoning Ordinance requirements and shall be reviewed by staff prior to issuance of an electrical permit.

**Recycling and Trash Containers.** If trash is kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. All outdoor trash enclosures must be screened with a structure that is a minimum of six feet in height or one foot taller than the containers and must be constructed of materials that match the architecture of the principal building.

**Mechanical Equipment.** All rooftop and ground mounted mechanical equipment shall comply with Section 11-21-13 of city code. Screening materials must be aesthetically harmonious and compatible with the building.

**Snow Storage.** Snow storage may not take place in required parking spaces. Snow removal is shown to be stored near the southeast side of the building, out of the required parking areas.

## RECOMMENDATION

Planning Department staff have determined that Globus Business Park preliminary plat, preliminary site development plans, and conditional use permit comply with Subdivision and Zoning Ordinance requirements for the O-P district. Staff recommend approval of the preliminary plat and conditional use permit subject to the following stipulations:

1. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
2. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
3. Implementation of the recommendations listed in the engineering report dated April 8, 2026, and any subsequent correspondence.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. The landscape and tree preservation plans shall be revised to comply with code requirements. A landscaping financial security shall be submitted with the final plat.
6. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

Approval of a conditional use permit requires adoption of findings of fact by the Planning Commission and City Council. Draft findings of fact are attached to this report.



# Memorandum

**To:** Heather Botten, Senior Planner

**From:** Jonathan Nelson, Assistant City Engineer  
McKenzie L. Cafferty, Environmental Resources Manager  
Joe Masiarchin, Parks and Recreation Director

**Copy:** Zach Johnson, City Engineer  
Julie Stahl, Finance Director  
Dave Mathews, Building Official

**Date:** April 8, 2026

**Subject:** Globus Business Park

- Preliminary Plat Review
- Preliminary Erosion and Sediment Control Plan Review
- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan Review
- Preliminary Tree Preservation Plan Review

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## **BACKGROUND**

Globus Transport, Inc. has submitted a preliminary plat named Globus Business Park. The proposed subdivision is located south of and adjacent to Juniper Way (CSAH 70) and east of Kenrick Court. The parent parcels consist of two meets and bounds parcels (PID Nos. 220360003012 and 220360004010) zoned OP, Office Park.

The preliminary plat consists of one (1) lot within one (1) block on 10.08 acres.

The proposed development will be completed by:

Developer:	Globus Transport, Inc.
Engineer/Surveyor:	Hill Incorporated

## **SITE CONDITIONS**

The subject property is currently undeveloped agricultural land and consists of rolling topography with existing tree cover and drainage patterns generally flowing west to east. The site is bounded by Juniper Way to the north and Kenrick Court to the west. Existing public infrastructure is available adjacent to the site, including watermain, sanitary sewer, and storm sewer facilities. There is an existing assessment on the property that will be required to be paid with the final plat.

## **EASEMENTS**

There are no public easements with the city that are required to be vacated with the preliminary plat. Perimeter drainage and utility easements shall be provided with the preliminary and final plat in accordance with city ordinance requirements.

## **SPECIAL ASSESSMENTS**

Assessment number 221406 shall be due and payable with the final plat.

## **STREET AND SUBDIVISION LAYOUT**

### Juniper Way (CSAH 70)

The development is located west of and adjacent to Juniper Way, a future minor arterial County highway, as identified in the City's Transportation Plan. Juniper Way adjacent to the site is a four-lane divided rural roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet adjacent to the plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its April 8, 2026 meeting. One driveway access is proposed to Juniper Way that will be restricted as a right-in/right-out.

### Kenrick Court

The development includes the extension of Kenrick Court, a local industrial street to terminate in a cul-de-sac. The Developer shall dedicate the necessary right-of-way to include the entirety of the proposed cul-de-sac in compliance with City ordinance requirements.

## **CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility, and street construction shall be through Kenrick Court. Access from Juniper Way must be permitted by Dakota County.

## **PARKS, TRAILS AND SIDEWALKS**

Development includes the grading and restoration of public trails. Bituminous trails will be constructed along the south side of Juniper Way (10-foot wide) with a future city and county capital improvement project. The Developer will be responsible for 100% of the grading and restoration for the trail segment along the plats frontage.

The park dedication requirement for the parent parcels has not been collected and shall be satisfied through a cash contribution that shall be paid with the final plat.

## **UTILITIES**

### **SANITARY SEWER**

The development is located within subdistrict SC-10510 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan.

Development includes the extension of privately owned and maintained sanitary sewer service. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Elko/New Market Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. Sanitary sewer to serve the lot will be extended from an existing 8-inch stub at the north boundary of the plat.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid with the building permit.

### **WATERMAIN**

Development includes the extension of privately owned and maintained watermain service within the subdivision. Watermain to serve the lot will be extended from a proposed 8-inch watermain stub at the north boundary of the plat.

### **OVERHEAD LINES**

There are no existing overhead lines identified on the site.

## **DRAINAGE AND GRADING**

The development is located within subdistrict SC-005 of the South Creek stormwater district as identified in the City's Water Resources Management Plan.

Development includes the construction of one (1) privately owned and maintained stormwater management basin consisting of a pretreatment forebay and infiltration basin to collect and treat the stormwater runoff generated from the site. The basin will outlet to the existing swale on the south end of Juniper Way. A stormwater maintenance agreement (SMA) will be required with the final plat.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

### **STORM SEWER**

Development includes the construction of privately owned and maintained storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the lot to the proposed privately owned and maintained stormwater management basin located in the development. Runoff is conveyed to the existing channel on the south side of Juniper Way.

Drainage construction is required in areas of non-granular soils within the development for the street sub-cuts and lots. Any additional drainage construction, including perimeter drainage required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and shall be paid with the final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

### **FEMA FLOODPLAIN ANALYSIS**

The development is shown on the Flood Insurance Rate Map (FIRM #27037C0193E effective 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

### **WETLANDS**

A wetland delineation was reviewed and approved 2/24/2026. No wetlands were identified on the site.

### **TREE PRESERVATION**

The Tree Preservation Plan submitted with the Globus Business Park preliminary plat identifies 3,453 inches of significant trees located within the project boundaries. As a Mixed Use, Commercial, Industrial, or Special District, the tree removal threshold is 70%, or 2,417 inches of allowable tree removal. Plans propose to remove 2,165 diameter inches which is below the threshold. Heritage trees require the replacement of 100% of the diameter inches removed, minus any credits for heritage trees saved up to 50%. Plans show the removal of 193 inches of heritage trees with credits for heritage tree preservation reducing the replacement requirement to 97 inches. Replacement trees will need to be shown on the

landscape plan and the number of replacement inches met. Currently, tree planting as shown on the preliminary landscape plan dated 3/6/2026 does not meet the replacement requirement.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

### **EROSION CONTROL**

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The SWPPP was reviewed by the city prior to grading. Changes made throughout construction should be documented in the SWPPP.

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

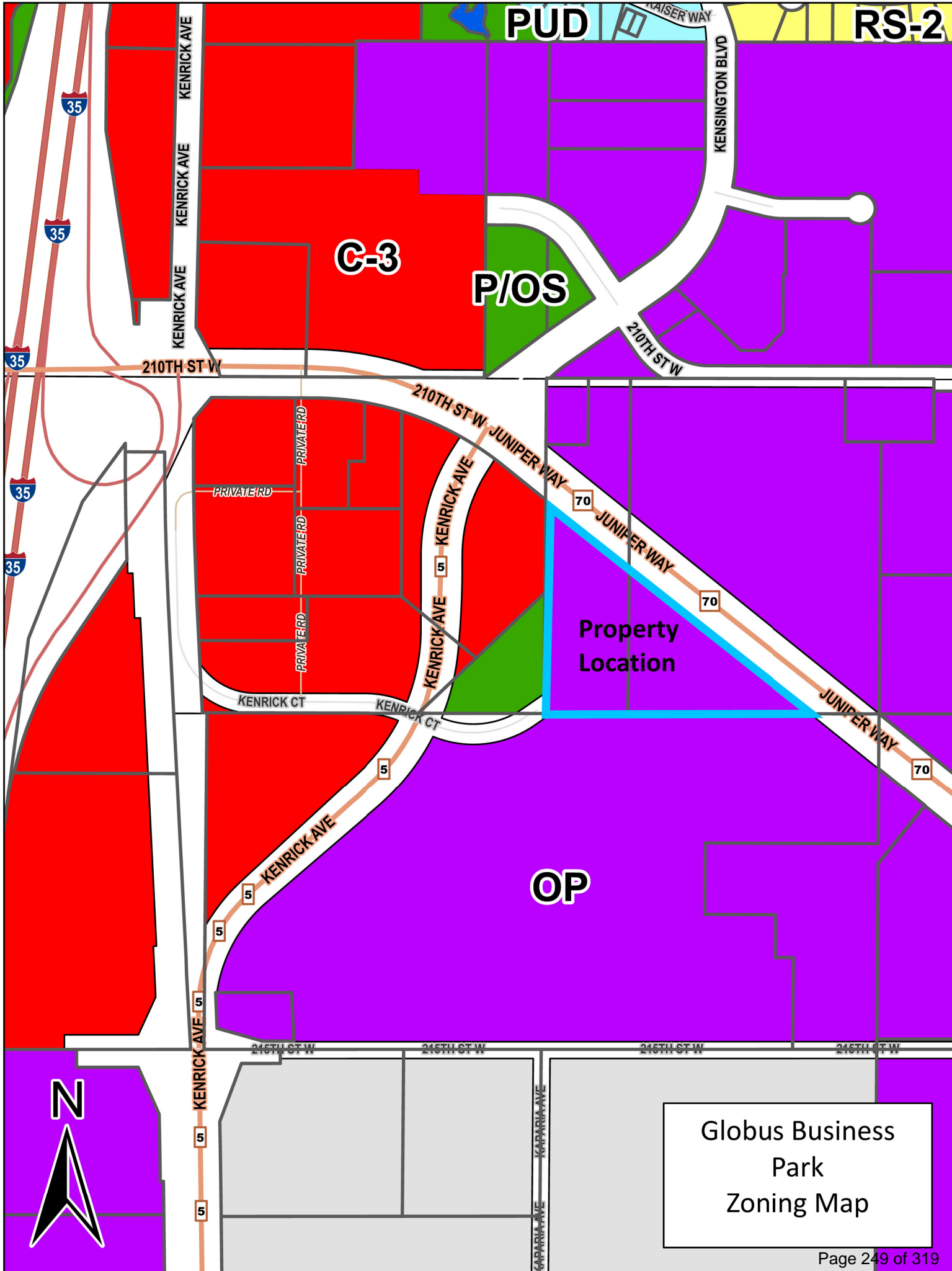
### **RECOMMENDATION**

Engineering recommends approval of the Globus Business Park preliminary plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.



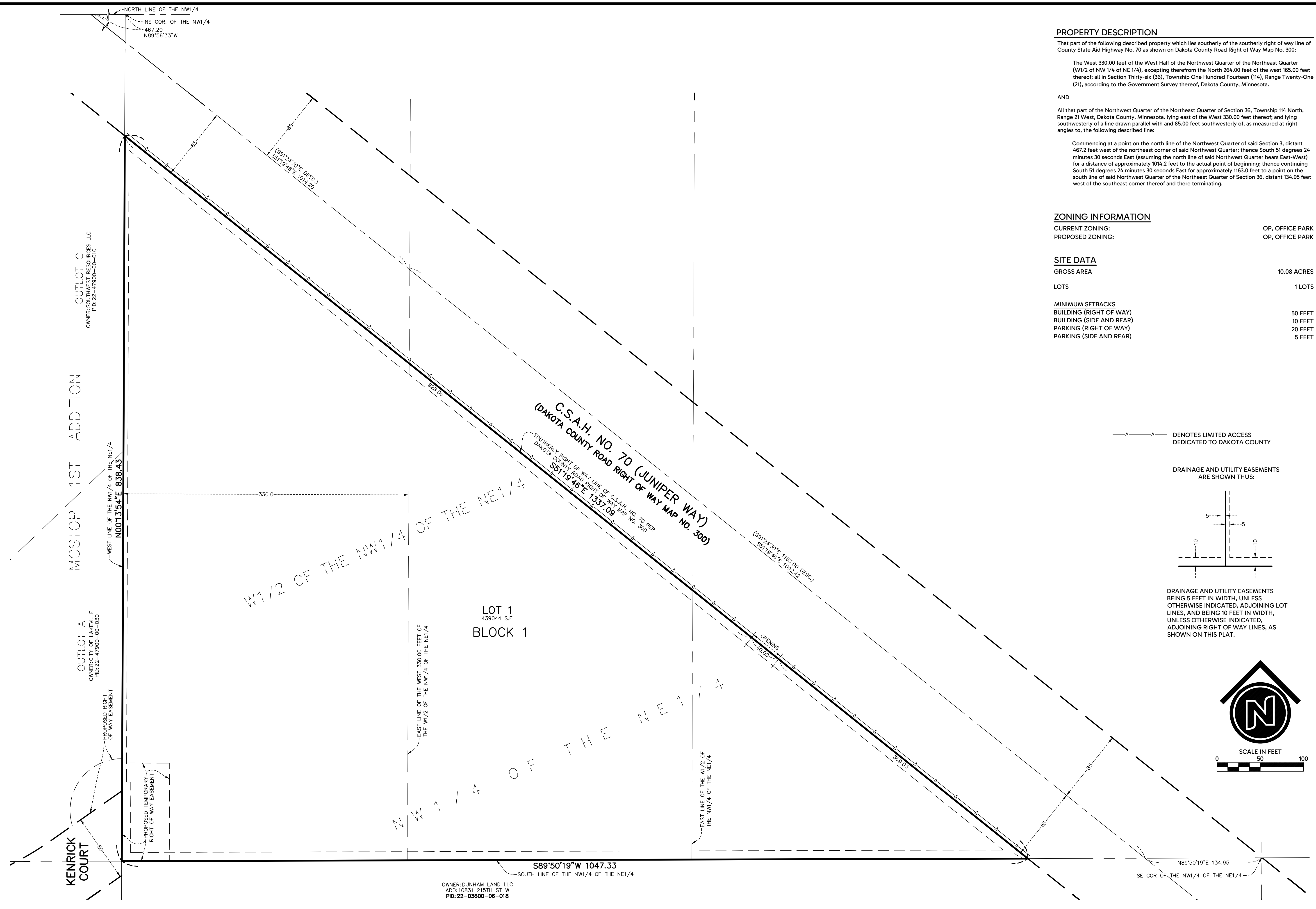
Property  
Location

Globus Business  
Park  
Location Map



Globus Business  
Park  
Zoning Map

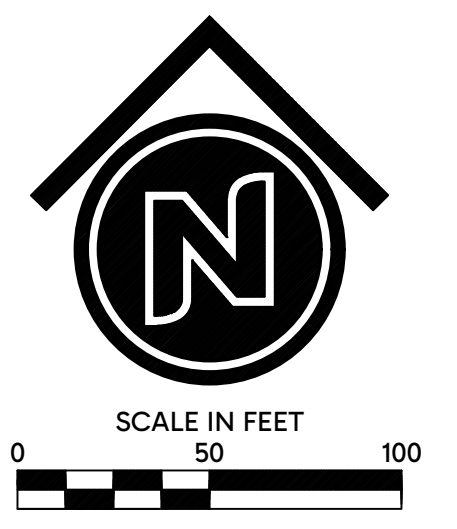
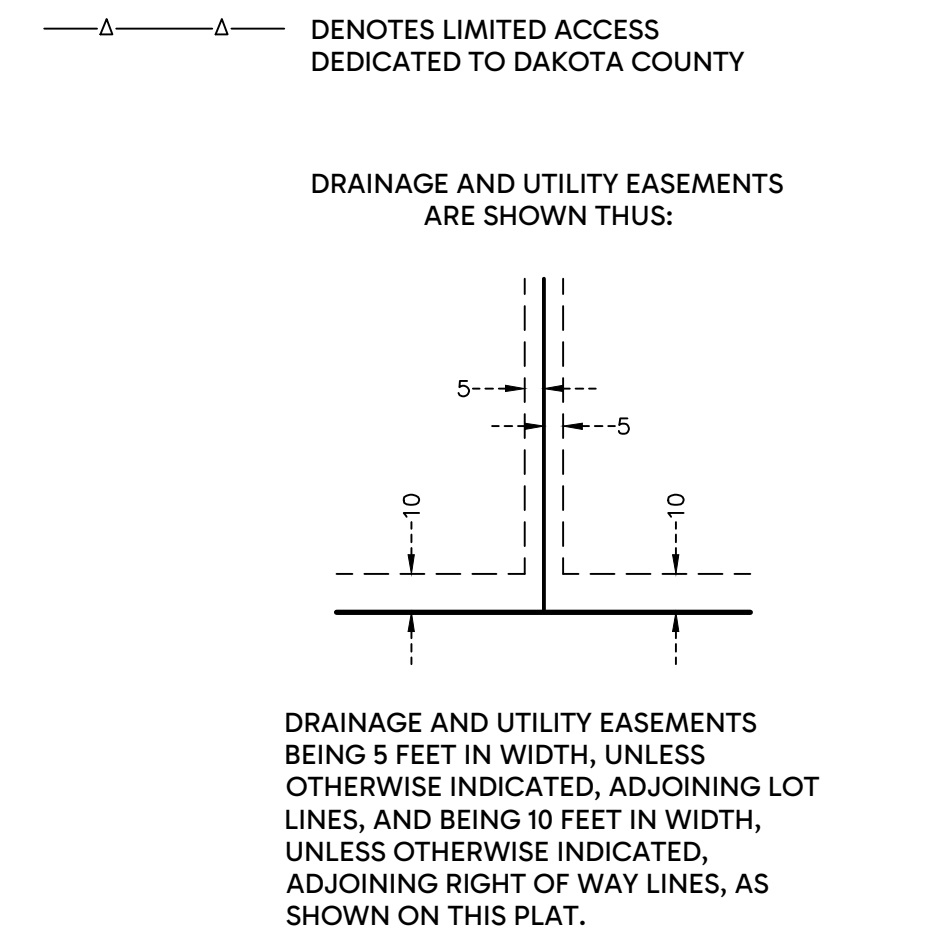
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**PROPERTY DESCRIPTION**  
 That part of the following described property which lies southerly of the southerly right of way line of County State Aid Highway No. 70 as shown on Dakota County Road Right of Way Map No. 300:  
 The West 330.00 feet of the West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of NW 1/4 of NE 1/4), excepting therefrom the North 264.00 feet of the west 165.00 feet thereof; all in Section Thirty-six (36), Township One Hundred Fourteen (114), Range Twenty-One (21), according to the Government Survey thereof, Dakota County, Minnesota.  
 AND  
 All that part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 114 North, Range 21 West, Dakota County, Minnesota, lying east of the West 330.00 feet thereof; and lying southwesterly of a line drawn parallel with and 85.00 feet southwesterly of, as measured at right angles to, the following described line:  
 Commencing at a point on the north line of the Northwest Quarter of said Section 36, distant 467.2 feet west of the northeast corner of said Northwest Quarter; thence South 51 degrees 24 minutes 30 seconds East (assuming the north line of said Northwest Quarter bears East-West) for a distance of approximately 1014.2 feet to the actual point of beginning; thence continuing South 51 degrees 24 minutes 30 seconds East for approximately 1163.0 feet to a point on the south line of said Northwest Quarter of the Northeast Quarter of Section 36, distant 134.95 feet west of the southeast corner thereof and there terminating.

**ZONING INFORMATION**  
 CURRENT ZONING: OP, OFFICE PARK  
 PROPOSED ZONING: OP, OFFICE PARK

**SITE DATA**  
 GROSS AREA: 10.08 ACRES  
 LOTS: 1 LOTS  
 MINIMUM SETBACKS:  
 BUILDING (RIGHT OF WAY): 50 FEET  
 BUILDING (SIDE AND REAR): 10 FEET  
 PARKING (RIGHT OF WAY): 20 FEET  
 PARKING (SIDE AND REAR): 5 FEET



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 BURNSVILLE, MN 55306  
 PHONE: 952-890-6044  
 marcus@mmhill.com  
 www.mmhill.com

**HILL INCORPORATED**

I hereby certify that this survey, plan or map was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor in the State of Minnesota.  
 Date: \_\_\_\_\_ Reg. No. \_\_\_\_\_

**GLOBUS BUSINESS PARK**  
 LAKEVILLE, MINNESOTA  
**PRELIMINARY PLAT**  
 FOR  
**GLOBUS TRANSPORT INC**  
 22000 HUMBOLDT ROAD, SUITE 200, LAKEVILLE, MN 55044

DRAWN BY	PLM
DATE	1/14/2026
REVISIONS	
A. 2026-02-11: CITY COMMENTS	
CAD FILE	24360PP.dwg
PROJECT NO.	24360-00
C200	



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### LEGEND

- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING CURB & GUTTER
- EXISTING CONTOUR
- EXISTING SIGN
- EXISTING TREELINE/TREES
- EXISTING SOIL BORING LOCATION
- EXISTING ASPHALT
- EXISTING CONCRETE

2999 WEST C.R. 42, SUITE 100  
 BURNSVILLE, MN 55306  
 PHONE: 952-890-6044  
 bbusselman@mmhill.com  
 www.mmhill.com

# HILL INCORPORATED

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.

**BRADY BLISS**  
 PE  
 No. 44574  
 Date: 1/16/2026

**GLOBUS BUSINESS PARK**  
 LAKEVILLE, MINNESOTA

**EXISTING CONDITIONS**

FOR  
**GLOBUS TRANSPORT INC.**  
 22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY  
JSO

DATE  
01/16/2026

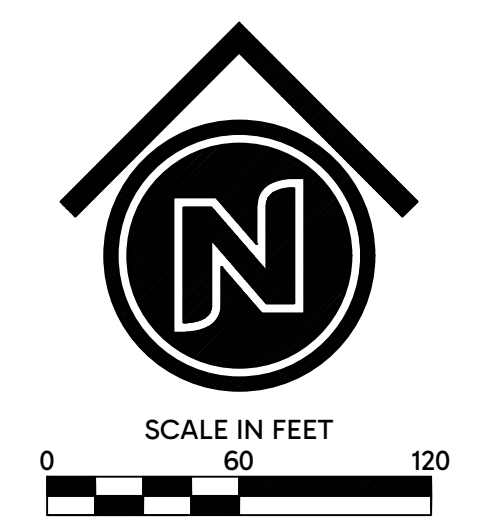
REVISIONS

2026-02-13 CITY COMMENTS
2026-02-24 CITY COMMENTS
2026-03-02 CITY COMMENTS
2026-03-04 TREE INVENTORY
2026-03-24 CITY COMMENTS

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24360EXC

PROJECT NO.  
24360

C102





**LEGEND**

- EXISTING CURB & GUTTER
- EXISTING ASPHALT
- EXISTING CONCRETE
- PROPOSED CURB & GUTTER
- PROPOSED LIGHT POLE
- PROPOSED ASPHALT SURFACE
- PROPOSED CONCRETE
- PROPOSED INFILTRATION BASIN
- PROPOSED SEDIMENT BASIN
- NUMBER OF PARKING SPACES PER ROW
- PARKING SETBACK LINE
- BUILDING SETBACK LINE
- OUTDOOR STORAGE AREA

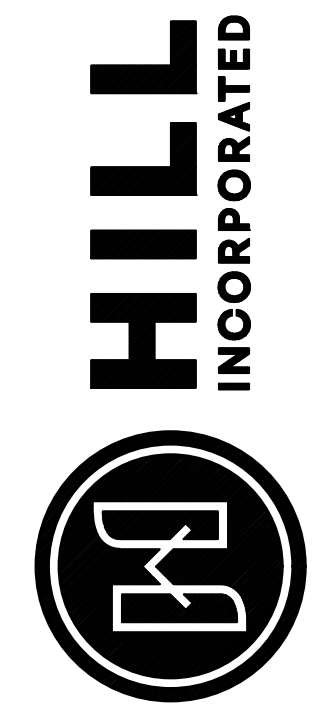
**KEY NOTES**

- A** EXISTING SITE ACCESS
- B** 10' WIDE CONCRETE PAD FOR SEMI-TRAILERS
- C** CONNECT TO EXISTING STREET
- D** CONCRETE DRIVEWAY APRON
- E** OUTDOOR STORAGE AREA
- F** PROOF OF PARKING AREAS
- G** RETRAINING WALL
- H** B612 CONCRETE CURB AND GUTTER
- I** B618 CONCRETE CURB AND GUTTER
- J** CONCRETE PEDESTRIAN RAMP
- K** 8' WIDE BITUMINOUS TRAIL
- L** LIGHT POLE

**DEVELOPMENT SUMMARY**

GROSS PROPERTY AREA	13.74 ACRES / 598,583 SF
PROJECT AREA	10.08 ACRES / 439,044 SF
EXISTING ZONING	OP, OFFICE PARK
PROPOSED ZONING	OP, OFFICE PARK
BUILDING	
GROSS FLOOR AREA	81,107 SF
WAREHOUSE FLOOR AREA	72,996 SF
OFFICE FLOOR AREA	8,111 SF
CODE MAXIMUM HEIGHT	SIX STORIES OR 65 FEET
PARKING	
WAREHOUSE:	1 SPACE PER 1,000 SF
OFFICES:	3 SPACE PER 1,000 SF
PROPOSED PARKING REQUIRED	
WAREHOUSE (FLOOR AREA MINUS 10%)	65,696 SF AT 1 PER 1,000 = 66 STALLS
OFFICE (FLOOR AREA MINUS 10%)	7,300 SF AT 3 PER 1,000 = 22 STALLS
TOTAL REQUIRED	88 STALLS
PARKING STALLS PROVIDED	
PROPOSED STALLS	78 STALLS
PROOF OF PARKING	12 STALLS
TOTAL AVAILABLE PARKING	90 STALLS
GREEN SPACE	
GREEN SPACE REQUIRED (30%)	3.02 ACRES / 131,713 SF
GREEN SPACE PROPOSED (30.2%)	3.04 ACRES / 132,422 SF
OUTDOOR STORAGE	
MAXIMUM ALLOWED (20%)	2.02 ACRES / 87,809 SF
PROPOSED AS SHOWN ON PLAN* (10.7%)	1.08 ACRES / 46,845 SF
TRUCK SPACES PROVIDED	61 SPACES
*ACTUAL OUTDOOR STORAGE WILL VARY BUT SHALL NOT EXCEED 20%	
SETBACKS	
BUILDING SETBACK (RIGHT-OF-WAY)	50 FEET
BUILDING SETBACK (SIDE/REAR)	10 FEET
PARKING SETBACK (RIGHT-OF-WAY)	20 FEET
PARKING SETBACK (SIDE/REAR)	5 FEET

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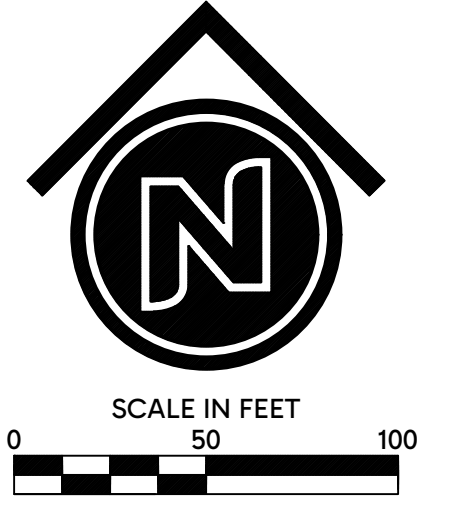


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.  
**APRIL MUMFORD**  
 BRADY BLISS  
 Date: 1/16/2026 Reg. No. 48574

**GLOBUS BUSINESS PARK**  
 LAKEVILLE, MINNESOTA  
**SITE PLAN**  
 FOR  
**GLOBUS TRANSPORT INC.**  
 22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY  
 JSO  
 DATE  
 01/16/2026  
 REVISIONS  
 2026-02-13 CITY COMMENTS  
 2026-02-24 CITY COMMENTS  
 2026-03-02 CITY COMMENTS  
 2026-03-04 TREE INVENTORY  
 2026-03-24 CITY COMMENTS

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 C600



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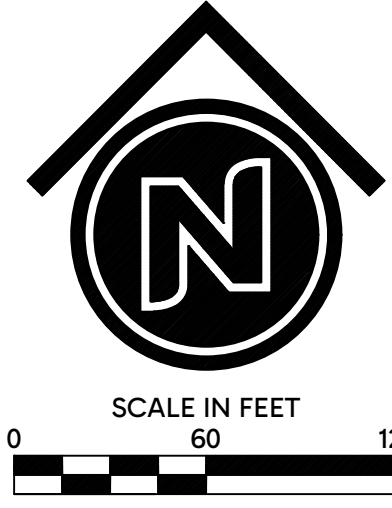


### LEGEND

- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING CURB & GUTTER
- EXISTING CONTOUR
- EXISTING SIGN
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- EXISTING SOIL BORING LOCATION
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- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED DRAINTILE
- PROPOSED CURB & GUTTER
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED LIGHT POLE
- PROPOSED EMERGENCY OVERFLOW
- PROPOSED ASPHALT SURFACE
- PROPOSED CONCRETE
- PROPOSED INFILTRATION BASIN
- PROPOSED SEDIMENT BASIN
- PROPOSED DIRECTION OF DRAINAGE
- SPOT ELEVATION

### ACRONYMS

- BE = BITUMINOUS EDGE
- BW = BOTTOM OF WALL
- CB = CATCH BASIN
- EX = EXISTING
- HP = HIGH POINT
- LP = LOW POINT
- TC = TOP OF CURB
- TW = TOP OF WALL



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.

**APRIL MARY**  
Professional Engineer  
Date: 1/16/2026 Reg. No. 44574

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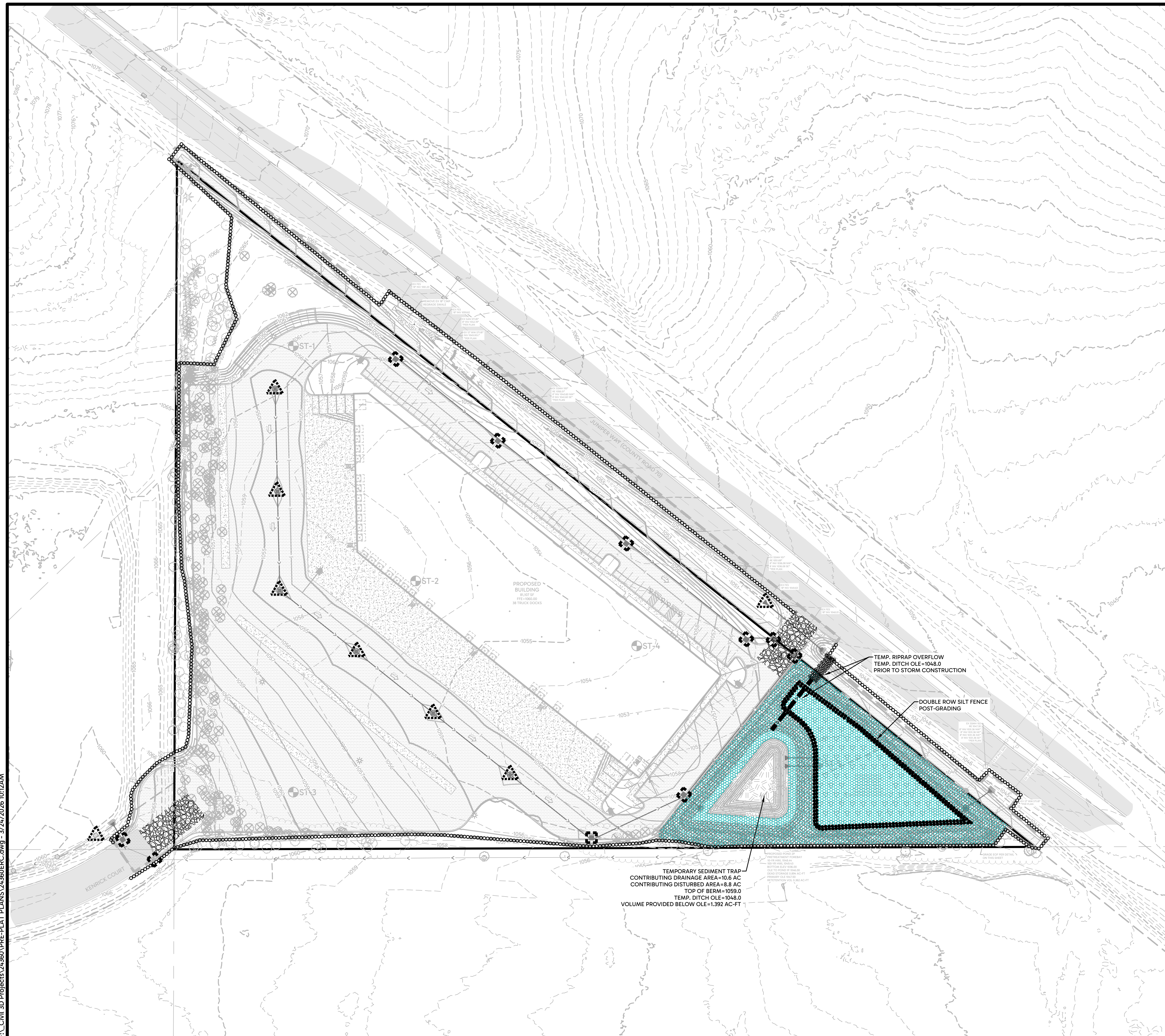
**GLOBUS BUSINESS PARK**  
LAKEVILLE, MINNESOTA

**GRADING & DRAINAGE PLAN**

FOR  
**GLOBUS TRANSPORT INC.**  
22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY	JSO
DATE	01/16/2026
REVISIONS	
2026-02-13	CITY COMMENTS
2026-02-24	CITY COMMENTS
2026-03-02	CITY COMMENTS
2026-03-04	TREE INVENTORY
2026-03-24	CITY COMMENTS
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PROJECT NO.	24360
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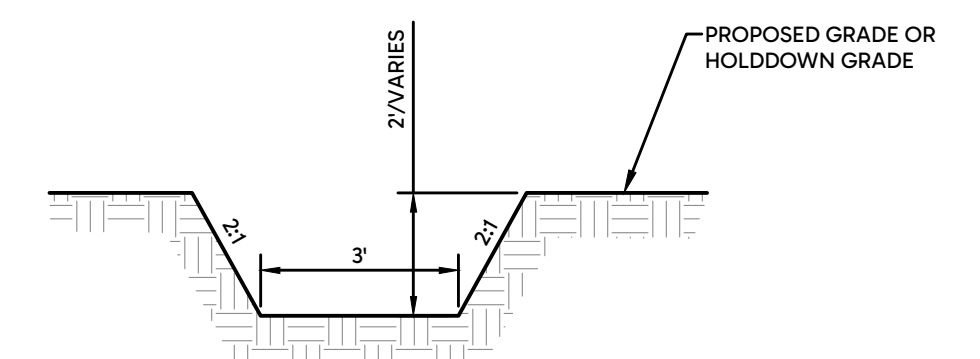
TEMPORARY SEDIMENT TRAP  
 CONTRIBUTING DRAINAGE AREA=10.6 AC  
 CONTRIBUTING DISTURBED AREA=8.8 AC  
 TOP OF BERM=1059.0  
 TEMP. DITCH OLE=1048.0  
 VOLUME PROVIDED BELOW OLE=1.392 AC-FT

**LEGEND**

- EXISTING WATERMAIN
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- PROPOSED RETAINING WALL
- PROPOSED CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED EMERGENCY OVERFLOW
- PROPOSED ASPHALT SURFACE
- PROPOSED CONCRETE
- PROPOSED INFILTRATION BASIN
- PROPOSED SEDIMENT BASIN
- PROPOSED SILT FENCE
- PROPOSED SILT FENCE POST CONSTRUCTION
- PROPOSED WIMCO OR EQUAL POST STORM SEWER CONSTRUCTION
- PROPOSED YARD CB INLET PROTECTION POST STORM SEWER CONSTRUCTION
- PROPOSED TEMPORARY ROCK CONSTRUCTION ENTRANCE
- PROPOSED EROSION CONTROL BLANKET
- PROPOSED MNBWSR SEED MIX 33-261

**NOTES**

1. RESPREAD A MIN. 6" TOPSOIL ON ALL AREAS HAVING FINAL STABILIZATION OF SEED & MULCH, TURF AND LANDSCAPING.
2. RESTORE DISTURBED AREAS "MESIC INSLOPE" GENERAL SEED MIX, SOD OR EQUAL, UNLESS OTHERWISE NOTED.
3. INFILTRATION BASIN NOTES:
  - 3.a. AVOID EXCAVATING THE INFILTRATION BASIN WITHIN 3 FEET OF FINAL GRADE BEFORE STABILIZING THE DRAINAGE AREA.
  - 3.b. AVOID CONSTRUCTION TRAFFIC OVER INFILTRATION AREAS TO MINIMIZE COMPACTION.
  - 3.c. AFTER DRAINAGE AREA STABILIZATION, THE BASIN BOTTOM SHALL HAVE 3" TOPSOIL TILLED INTO THE TOP 12" OF THE NATIVE SOILS.
4. IF SEDIMENT TRACKING OCCURS, INSTALL INLET PROTECTION IN NEARBY CATCH BASINS ALONG THE HAUL ROUTE.
5. INSTALL EROSION CONTROL BLANKET ON 3:1 SLOPES UPGRADIENT OF THE PONDING AREA.



TEMPORARY DIVERSION DITCH  
 TYPICAL SECTION  
 NOT TO SCALE



SCALE IN FEET  
 0 60 120

2999 WEST C.R. 42, SUITE 100  
 BURNSVILLE, MN 55306  
 PHONE: 952-890-6044  
 bbusselman@mmhill.com  
 www.mmhill.com

**HILL INCORPORATED**

**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer of the State of Minnesota.

BRADY BLANKENHORN  
 PE License No. 45274  
 Date: 1/16/2026

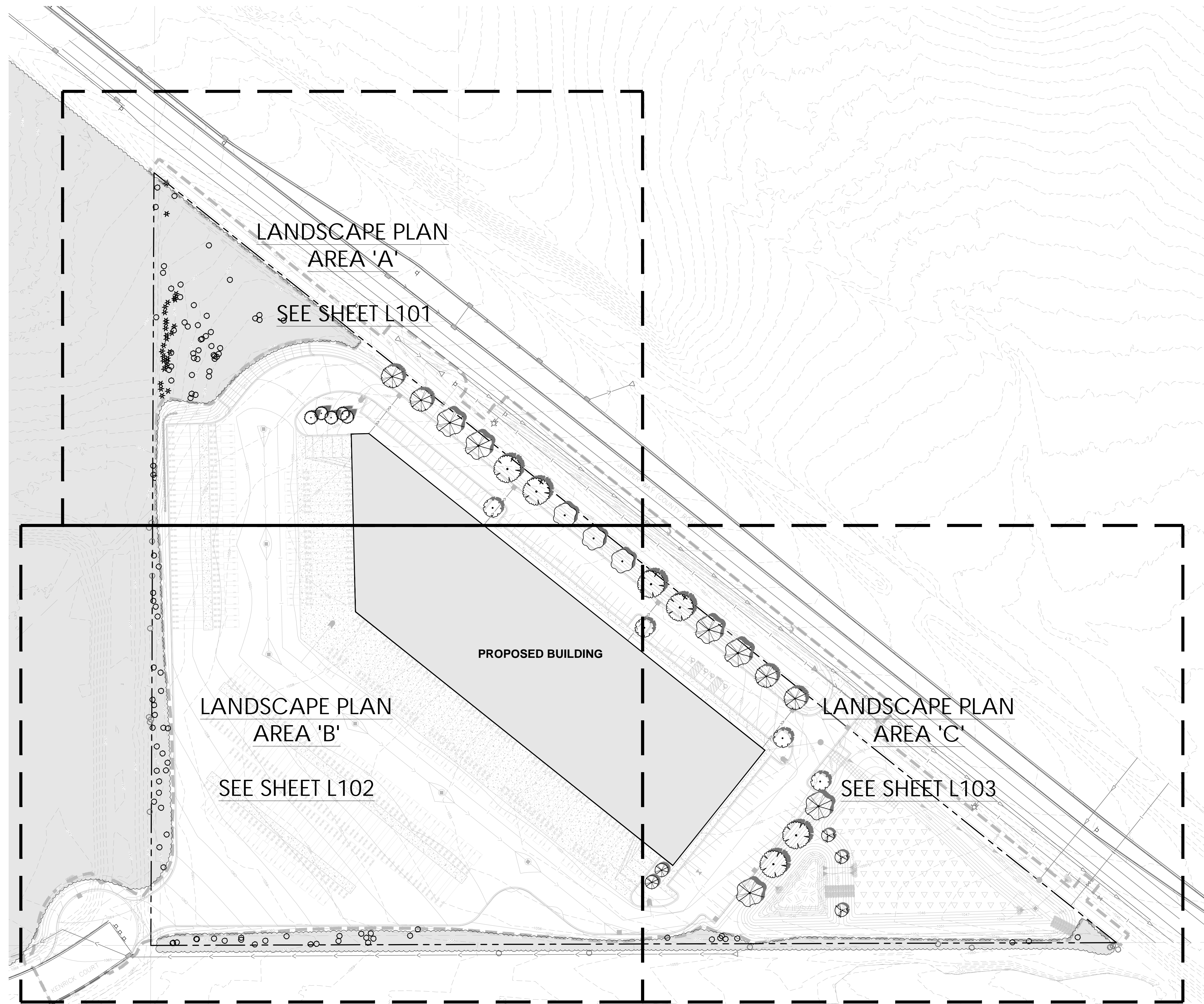
**GLOBUS BUSINESS PARK**  
 LAKEVILLE, MINNESOTA

**EROSION & SEDIMENT CONTROL PLAN**  
 FOR  
**PHASE 2**

**GLOBUS TRANSPORT INC.**  
 22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY	JSO
DATE	01/16/2026
REVISIONS	
2026-02-13	CITY COMMENTS
2026-02-24	CITY COMMENTS
2026-03-02	CITY COMMENTS
2026-03-04	TREE INVENTORY
2026-03-24	CITY COMMENTS
CAD FILE	24360ERC
PROJECT NO.	24360
	C301





LANDSCAPE OVERVIEW PLAN:

**GENERAL NOTES:**

1. See Civil Engineer's plans for site plan layout and dimensions.
2. Contractor to coordinate any work in the city right-of-way with City of Lakeville Public Works Department.
3. See Architect's plans for additional requirements regarding the site plan layout.
4. Place a minimum of 4" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
5. See Civil Engineer's Plans for utility locations.
6. Irrigation plan to be design-build by landscape contractor.

**CITY OF LAKEVILLE LANDSCAPE REQUIREMENTS:**

**11-21-9: REQUIRED SCREENING AND LANDSCAPING:**  
 B: Landscaping: Required landscaping for new residential subdivisions and commercial, industrial or institutional uses shall include plantings at the property perimeter, off street parking perimeter landscaping and interior landscape plantings as well as required residential buffer yard or transitional buffer zone plantings.

**ZONING INFORMATION:**  
 I-2 - General Industrial District

**PARKING LOT SCREENING:**  
 Parking lots with more than 5 spaces require screening. Landscape screening shall be set back 2' from the parking stalls. Deciduous trees shall be planted no more than 40' apart. Evergreen trees shall be planted so that branches are touching at narrowest mature canopy width. Large deciduous shrubs shall be planted so that branches are touching at narrowest projected mature width.

**MINIMUM PLANTING SIZES:**  
 2.5" Shade Tree  
 2" Ornamental Tree  
 8' Coniferous Tree

**IRRIGATION:**  
 e: Properties developed after May 17, 2010, with detached townhouse, two-family, townhouse or multiple-family dwelling units within the RST-2, RM or RH district and all commercial, industrial or institutional uses shall provide an exterior inground irrigation system within the property where necessary to ensure that all turf grass, ground cover of cultivated vegetation, garden, hedges, trees and shrubbery maintenance can be accomplished.

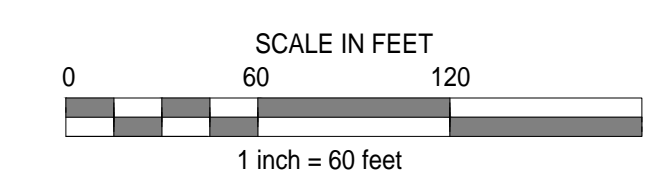
**TREE DIVERSITY MATRIX:**

BOTANICAL GENUS:	QUANTITY	% OF TOTAL	CLASSIFICATION
Acer sp.	4	12%	Deciduous Tree
Amelanchier sp.	3	9%	Ornamental Tree
Betula sp.	6	18%	Deciduous Tree
Celtis sp.	6	18%	Deciduous Tree
Gleditsia sp.	4	12%	Deciduous Tree
Quercus sp.	3	9%	Deciduous Tree
Picea sp.	5	15%	Coniferous Tree
Syringa sp.	2	6%	Ornamental Tree
<b>TOTAL TREES:</b>	<b>33</b>		

TREE PRESERVATION PLANS: REFER TO SHEETS C800 - C802  
 PLANT SCHEDULE: REFER TO SHEET L200

**TREES TO REMAIN IN THE WORK LIMITS NOTE:**

All trees scheduled to remain within the work limits shall have a forester limb them up, remove suckers & crossing branches, and ensure clearances for vehicles and trucks. Clear and grub any underbrush.



LANDSCAPE ARCHITECTURAL CONSULTANT:  
**CALYX DESIGN GROUP**  
 Landscape Architecture | Planning  
 475 Cleveland Ave. N, Suite 101A  
 St. Paul, MN 55104  
 Phone: (651) 788-9018  
 www.calyxdesigngroup.com

2999 WEST C.R. 42, SUITE 100  
 BURNSVILLE, MN 55306  
 PHONE: 952-890-6044  
 bbusselmon@mhill.com  
 www.mhill.com



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed landscape architect in the State of Minnesota.  
 HANNAH W. LORBER, P.L.A.  
 Date: 07/16/2026, Reg. No. #63157

GLOBUS BUSINESS PARK  
 LAKEVILLE, MINNESOTA  
 LANDSCAPE OVERVIEW PLAN  
 FOR  
 GLOBUS TRANSPORT INC  
 22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

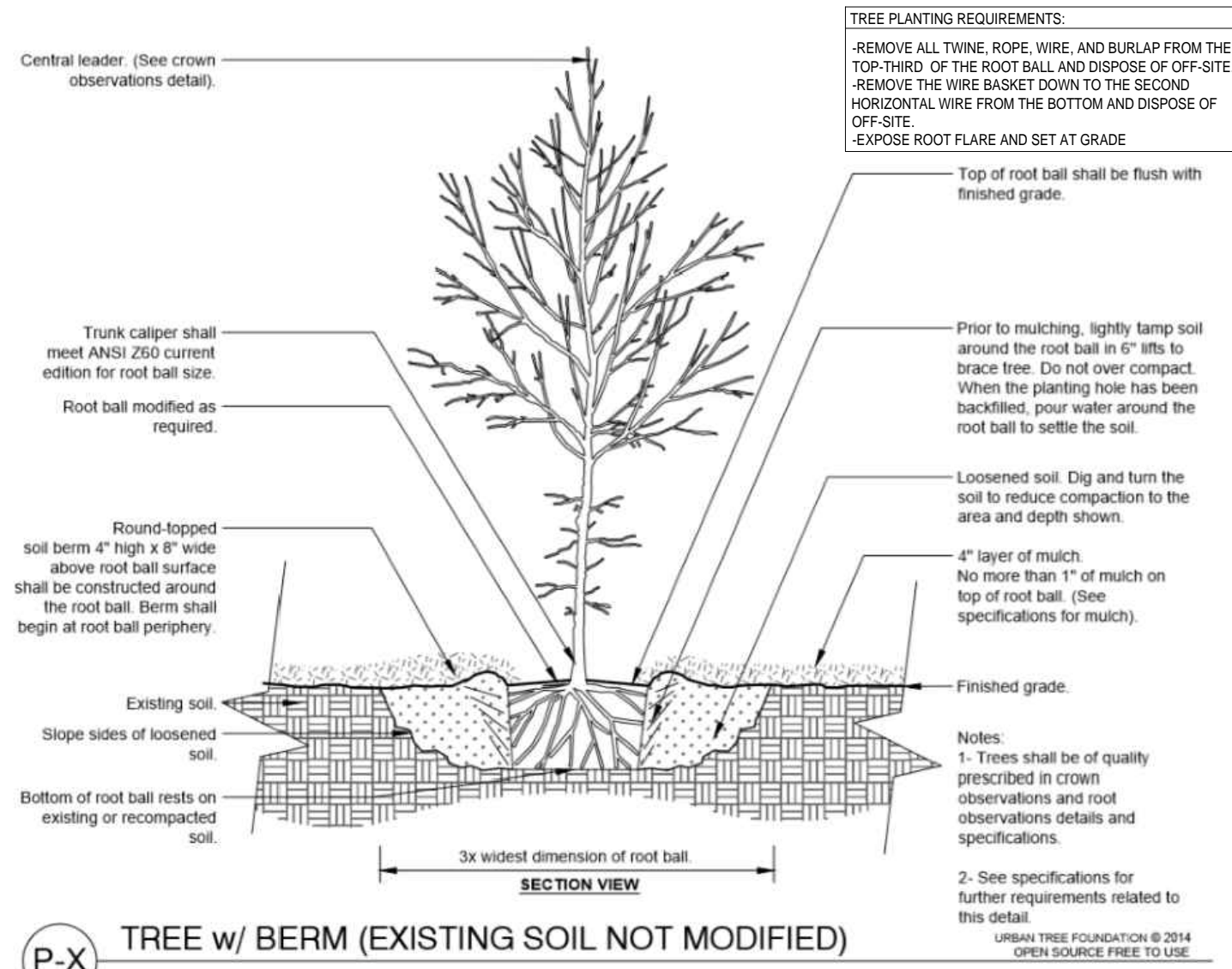
DRAWN BY  
 HL

DATE  
 03/06/2026

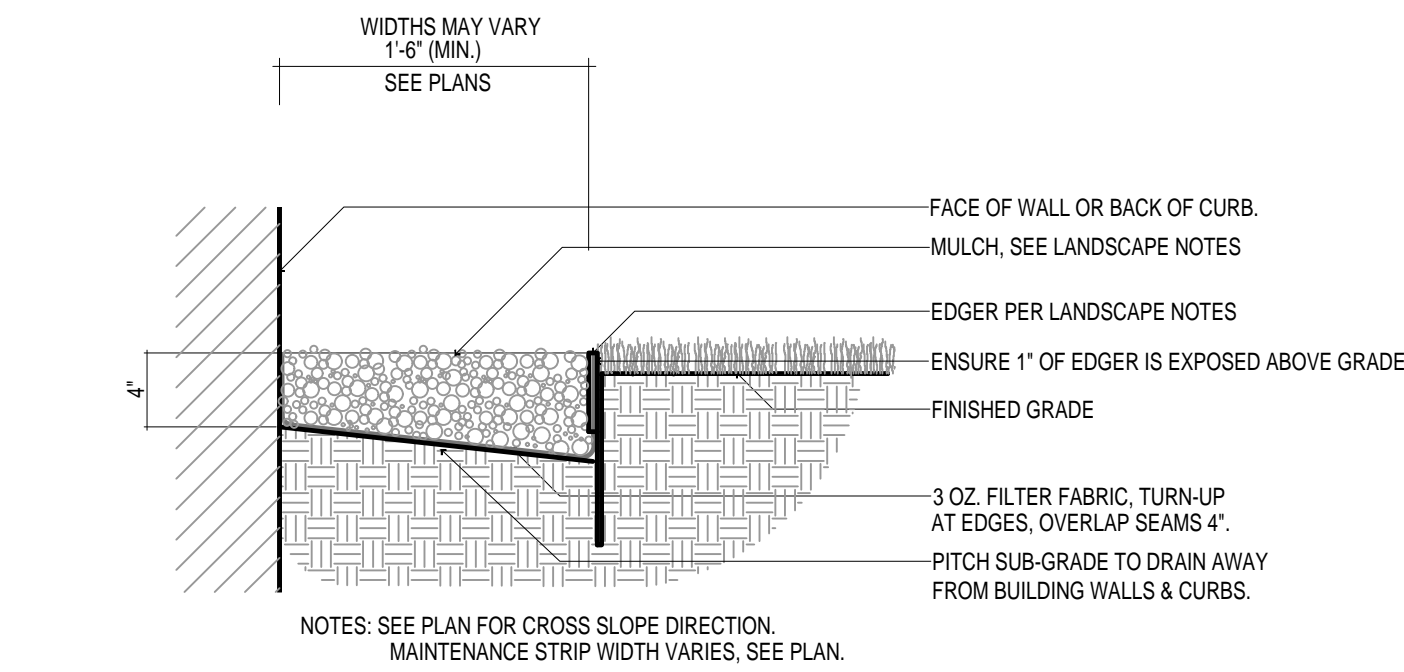
REVISIONS

2026-01-16	CITY SUBMITTAL
2026-02-18	CITY RE-SUBMITTAL
2026-03-06	CITY RE-SUBMITTAL

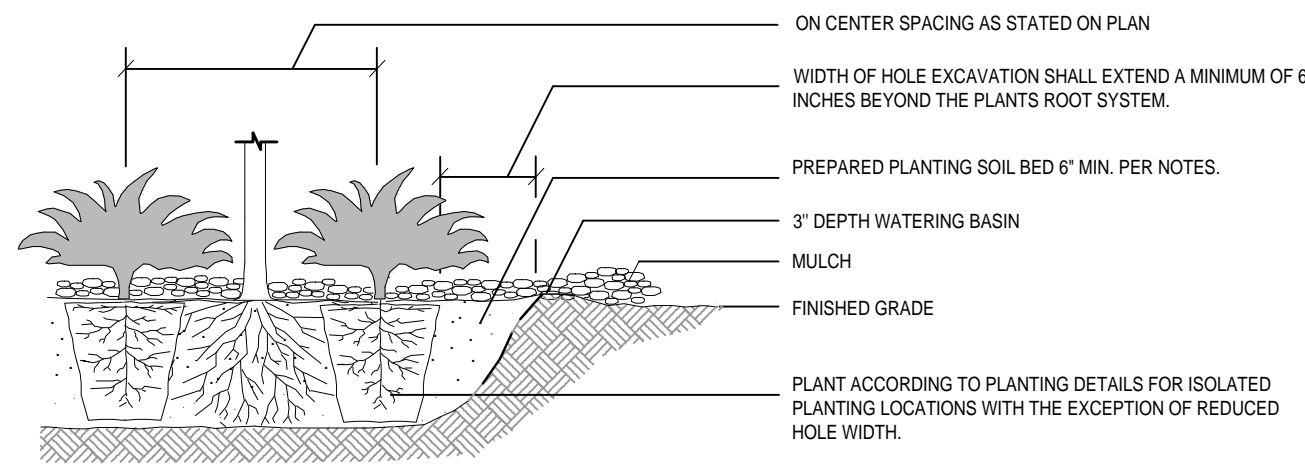
CAD FILE  
 PROJECT NO.  
 24360  
 L100



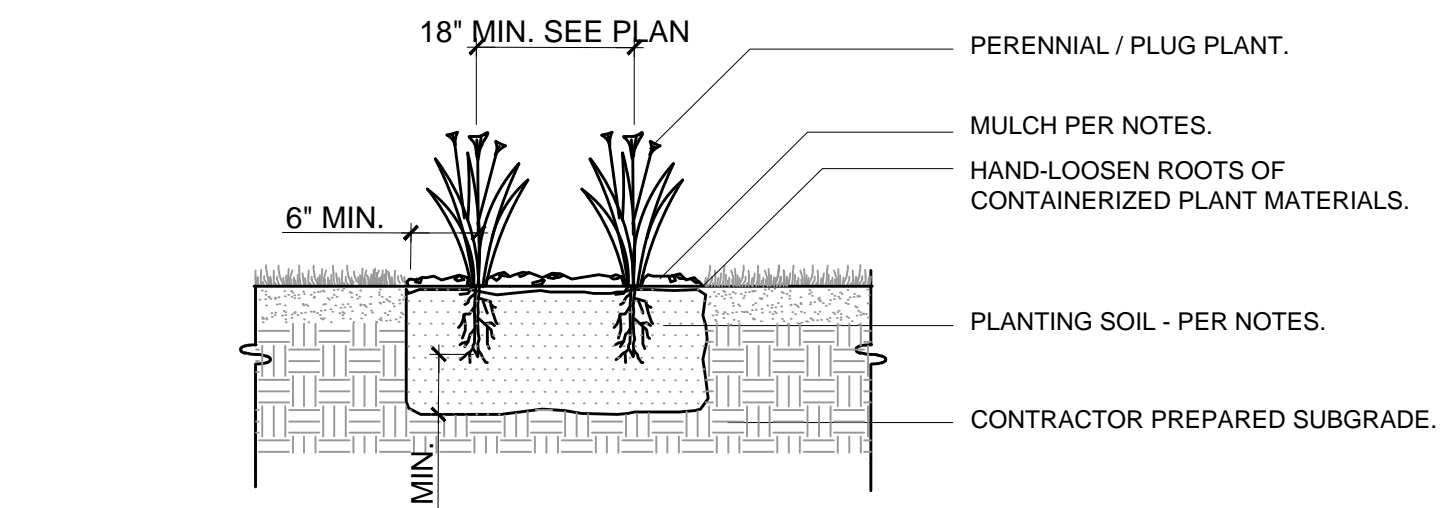
1 CITY OF LAKEVILLE, MN - TREE PLANTING DETAIL  
L200 NOT TO SCALE



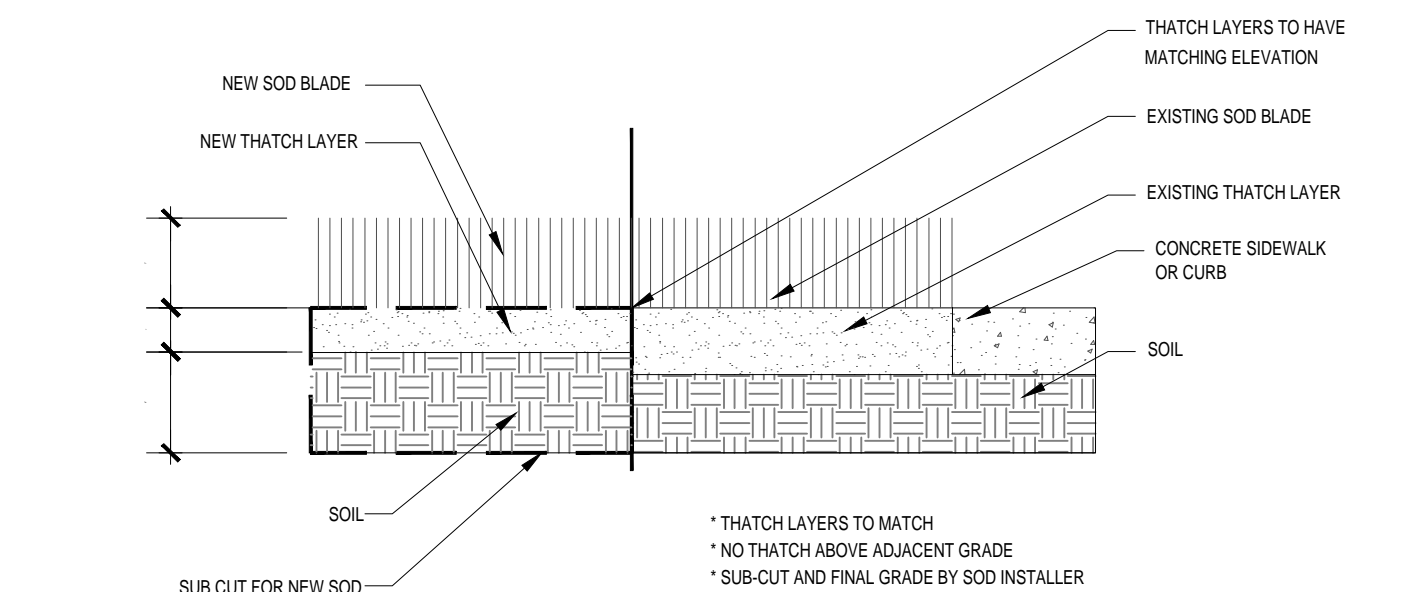
4 MULCH & EDGER DETAIL  
L200 NOT TO SCALE



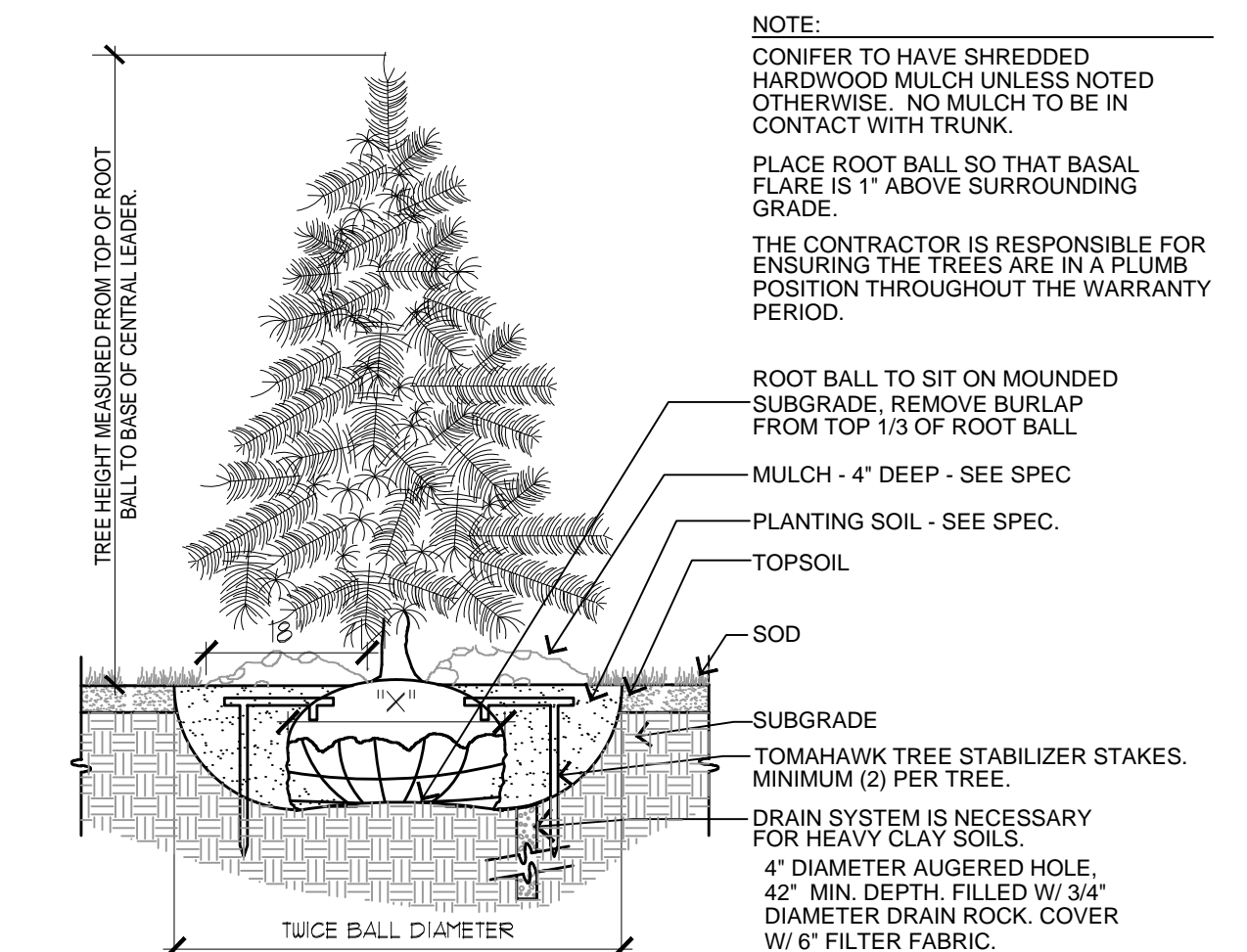
5 TYP. SHRUB & PERENNIAL PLANTING - SECTION  
L200 NOT TO SCALE



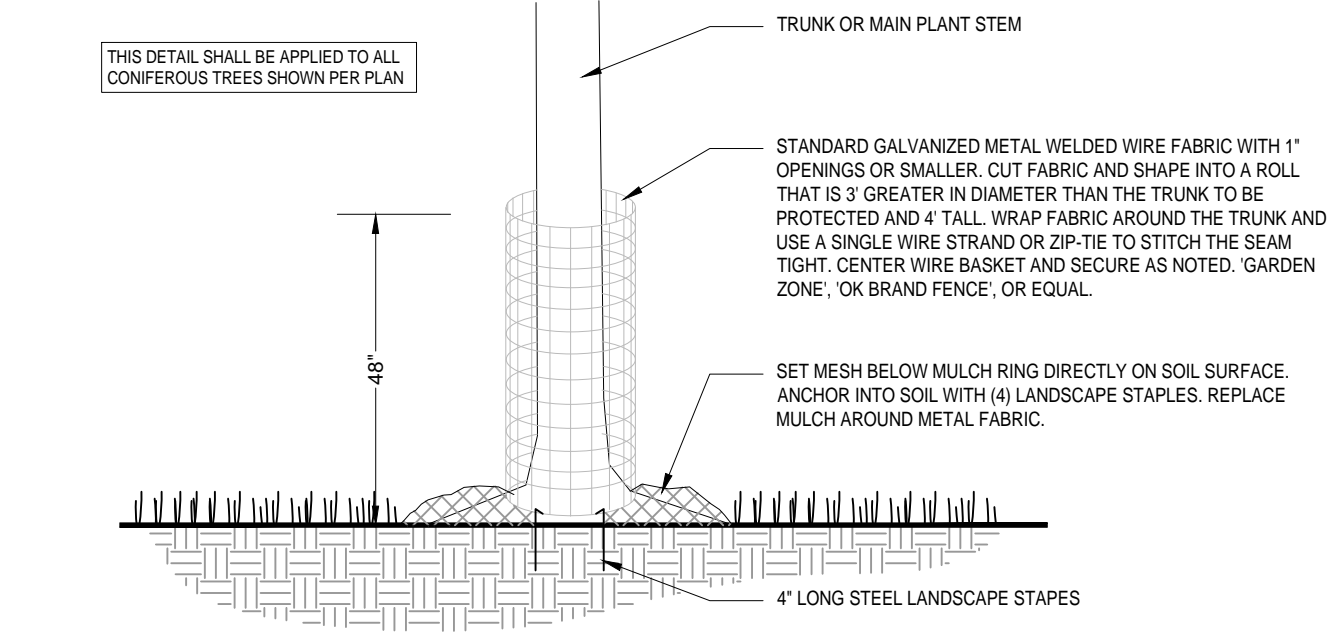
6 TYP. PERENNIAL PLANTING - SECTION  
L200 NOT TO SCALE



7 NEW SOD TO EXISTING SOD  
L200 NOT TO SCALE



2 CONIFEROUS TREE PLANTING - SECTION  
L200 NOT TO SCALE



3 CONIFEROUS TREE DEER & RODENT PROTECTION  
L200 NOT TO SCALE

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
<b>EVERGREEN TREES</b>							
	PD	<i>Picea glauca</i> 'Densata'	Black Hills Spruce	8' Hgt.	B&B	5	Calculated as 3" caliper
<b>ORNAMENTAL TREES</b>							
	AG	<i>Amelanchier grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6' Hgt.	B&B	3	Clump, Calculated as 2" caliper
	SI	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2' Cal.	B&B	2	
<b>OVERSTORY TREE</b>							
	AR	<i>Acer rubrum</i>	Red Maple	3" Cal.	B&B	4	
	BR	<i>Betula nigra</i>	River Birch	3" Cal.	B&B	6	Single Stem
	CO	<i>Celtis occidentalis</i>	Common Hackberry	3" Cal.	B&B	6	
	GD	<i>Gleditsia triacanthos inermis</i> 'Draves'™	Street Keeper Honey Locust	3" Cal.	B&B	4	
	QB	<i>Quercus bicolor</i>	Swamp White Oak	3" Cal.	B&B	3	
<b>SHRUBS</b>							
	Cr	<i>Cornus alba</i> 'Regnzam'	Red Gnome Dogwood	5 gal.	Pot	20	
	DI	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	3 gal.	Pot	30	
	Ha	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	5 gal.	Pot	15	
	Ra2	<i>Ribes alpinum</i>	Alpine Currant	5 gal.	Pot	30	
	Tt2	<i>Thuja occidentalis</i> 'Techny Globe'	Techny Globe Arborvitae	5 gal. (Min. 18" Height)	Pot	15	
<b>ANNUALS/PERENNIALS</b>							
	Nr	<i>Nepeta racemosa</i> 'Walker's Low'	Catmint	1 gal.	Pot	4	
<b>GRASSES</b>							
	Cx2	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Feather Reed Grass	1 gal.	Pot	88	

TOTAL TREE INCHES PROPOSED: 94 INCHES

LANDSCAPE DETAILS:

LANDSCAPE ARCHITECTURAL CONSULTANT:  
**CALYX DESIGN GROUP**  
 Landscape Architecture | Planning  
 475 Cleveland Ave. N, Suite 101A  
 St. Paul, MN 55104  
 Phone: (651) 788-9018  
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2999 WEST C.R. 42, SUITE 100  
 BURNSVILLE, MN 55306  
 PHONE: 952-890-6044  
 bbusselmon@mhhill.com  
 www.mhhill.com

**HILL INCORPORATED**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed landscape architect in the State of Minnesota.  
**HANNAH M. LORING, RLA**  
 Hannah M. Loring  
 Date: 07/16/2026 Reg. No. #03157

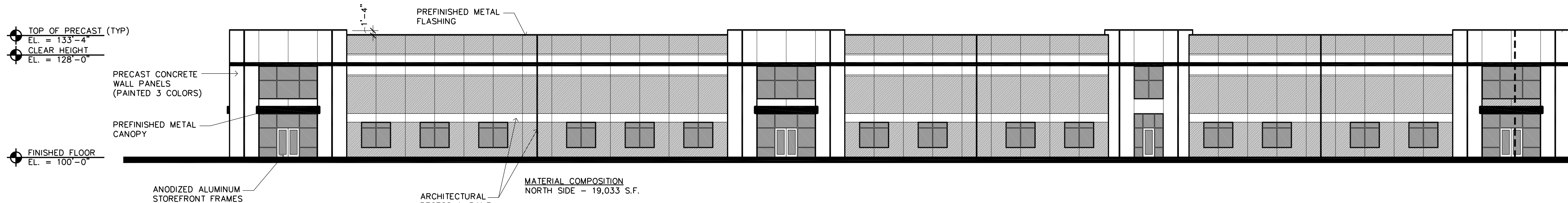
GLOBUS BUSINESS PARK  
 LAKEVILLE, MINNESOTA  
 LANDSCAPE DETAILS  
 FOR  
 GLOBUS TRANSPORT INC  
 22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY  
 HL  
 DATE  
 03/06/2026

REVISIONS

2026-01-16 CITY SUBMITTAL  
 2026-02-18 CITY RE-SUBMITTAL  
 2026-03-06 CITY RE-SUBMITTAL

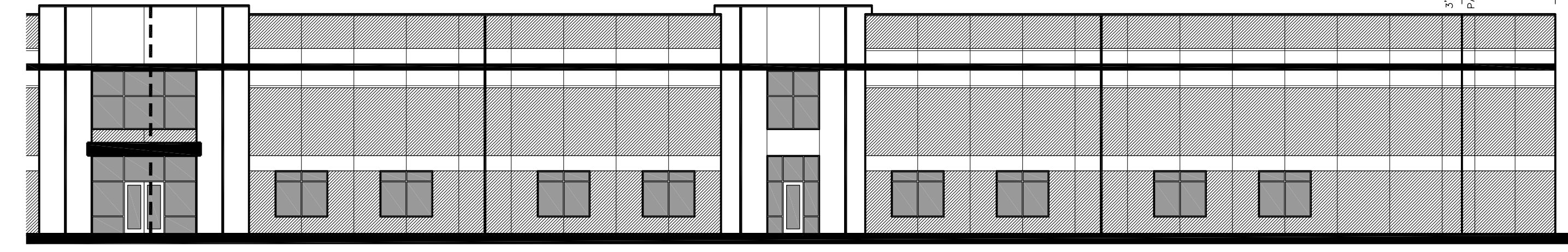
CAD FILE  
 PROJECT NO.  
 24360  
 L200



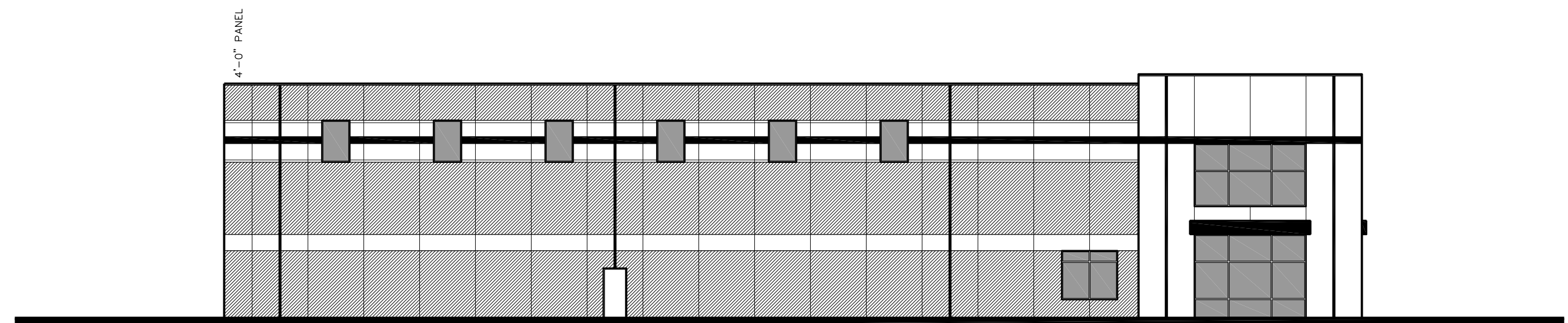
**MATERIAL COMPOSITION**  
NORTH SIDE - 19,033 S.F.

GRADE A	
PRECAST PANEL (SMOOTH CAST WITH REVEAL)	- 16,352 S.F.
GLASS	- 2,576 S.F.
	18,928 S.F. (99.4% > 65% MIN)
GRADE B	
PREFIN METAL	105 S.F.
	105 S.F. (00.6% < 35% MAX)

1 PARTIAL NORTH ELEVATION  
A3 SCALE: 1/16" = 1'-0"



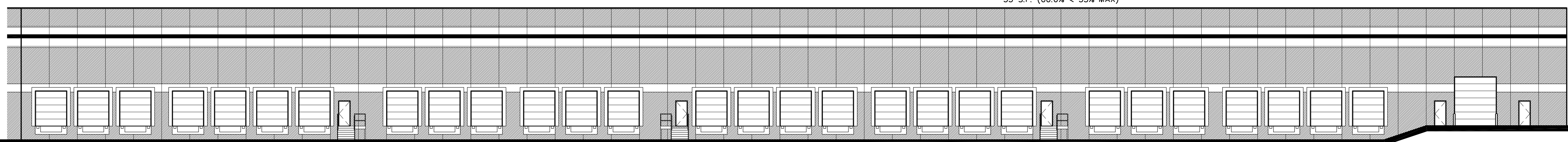
1 PARTIAL NORTH ELEVATION  
A3 SCALE: 1/16" = 1'-0"



2 EAST ELEVATION  
A3 SCALE: 1/16" = 1'-0"

**MATERIAL COMPOSITION**  
EAST SIDE - 5,476 S.F.

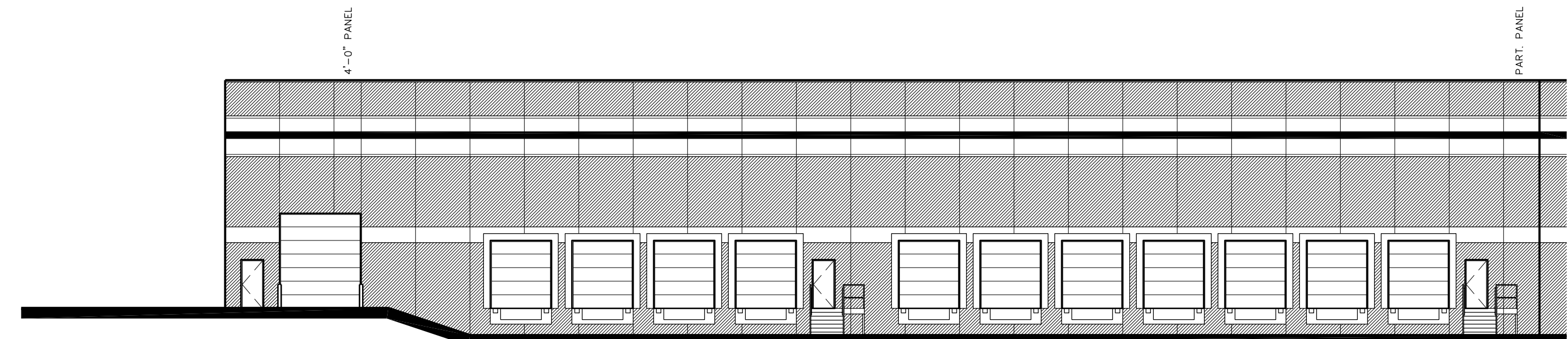
GRADE A	
PRECAST PANEL (SMOOTH CAST WITH REVEAL)	- 4,940 S.F.
GLASS	- 536 S.F.
	5,441 S.F. (99.4% > 65% MIN)
GRADE B	
PREFIN METAL	35 S.F.
	35 S.F. (00.6% < 35% MAX)



3 SOUTH ELEVATION  
A3 SCALE: 1/16" = 1'-0"

**MATERIAL COMPOSITION**  
SOUTH SIDE - 11,859 S.F.

GRADE A	
PRECAST PANEL (SMOOTH CAST WITH REVEAL)	- 11,859 S.F.
	11,859 S.F. (100.0% > 65% MIN)

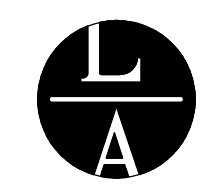


4 WEST ELEVATION  
A3 SCALE: 1/16" = 1'-0"

**MATERIAL COMPOSITION**  
WEST SIDE - 5,212 S.F.

GRADE A	
PRECAST PANEL (SMOOTH CAST WITH REVEAL)	- 5,212 S.F.
	5,212 S.F. (100.0% > 65% MIN)

Filename: GLOBUS TRANSPORT 2\GLOBUS TRANSPORT 2-A3



LAMPERT ARCHITECTS

420 Summit Avenue  
St. Paul, MN 55102  
Phone: 763.755.1211 Fax: 763.757.2849  
lamper@lampert-arch.com

ARCHITECT CERTIFICATION:  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

**PRELIMINARY NOT FOR CONSTRUCTION**



RJRyan Construction, Inc.  
Commercial Design and Construction  
1100 Mendota Heights Road Ph: 651-681-0200  
Mendota Heights, MN 55120 Fax: 651-681-0230

GLOBUS TRANSPORT 2  
Lakeville, Minnesota

Copyright 2025  
Leonard Lampert Architects Inc.

Project Designer: JAMES B

Drawn By: JRB

Checked By: LL

Revisions

1/16/26	PRELIMINARY

BUILDING ELEVATIONS

Sheet Number

**A3**

Project No. 250701-1



Dakota County Surveyor's Office

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

April 9, 2026

City of Lakeville  
20195 Holyoke Ave.  
Lakeville, MN 55044

Re: **GLOBUS TRANSPORT**

The Dakota County Plat Commission met on April 8, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 70 (Juniper Way) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The plat includes one lot for a commercial building site. The right-of-way guidelines along CSAH 70 as a 4-lane divided roadway are 75 feet of half right of way, which have been met. There is one access (right turns only) along CSAH 70, which would be allowed by the Plat Commission as shown on the site plan. Restricted access should be shown along all of CSAH 70 except for one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The right turn lane required for the CSAH 70 access will be reviewed during the permitting process after approval of the final plat, offsets for sightlines may be required during the review process.

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on May 5, 2026.

Traffic volumes on CSAH 70 are 13,300 ADT and are anticipated to be 16,800 ADT by the year 2040.

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

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson". The signature is written in a cursive style with a prominent horizontal line across the top.

Todd B. Tollefson  
Secretary, Plat Commission



**Date:** 5/4/2026

## **Haven at Lake Marion preliminary plat**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Haven at Lake Marion preliminary plat, 2) a resolution amending the 2040 Comprehensive Land Use Map, 3) an ordinance amending the Zoning Map, 4) a conditional use permit for a planned shoreland development within the Shoreland Overlay District of Lake Marion, and 5) a resolution vacating platted right of way and adopt findings of fact for Haven at Lake Marion.

### **Overview**

Progressive, LLC has submitted a preliminary plat and related applications for 51 detached townhome and twinhome lots on 21.3 acres of land located at the southwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue. The property is guided, Low Density Residential, Low-to-Medium Density Residential, and Medium Density Residential, and the request is guide the property, except Outlot A, to Low-to-Medium Density Residential; Outlot A will remain guided as Low Density Residential. The property is zoned RS-3, Single Family Residential, RST-2, Single and Two-Family Residential, and RM-1, Medium Density Residential with a request to rezone the property, except Outlot A, to RST-2, Single and Two-Family Residential; Outlot A will remain zoned RS-3, Single Family Residential. A conditional use permit is required for planned shoreland development within the Shoreland Overlay District of Lake Marion and platted but undeveloped right of way is requested to be vacated.

The Planning Commission held a public hearing at their April 16, 2026 meeting. There were two public comments asking about future parking restrictions, tree preservation, HOAs, and local street improvements. The Planning Commission unanimously recommended approval of the preliminary plat. The Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat at their April 15, 2026 meeting.

Should the City Council approve the Comprehensive plan amendment, the request will be forwarded to Metropolitan Council, who must approve the amendment prior to final plat application.

### **Supporting Information**

1. Preliminary plat & vacation resolutions
2. Comp Plan Amend. resolution, rezoning ordinance, findings of fact
3. Conditional Use Permit form & findings of fact
4. April 16 draft Planning Commission minutes
5. April 15 draft PRNRC minutes
6. April 8, 2026 Planning & Engineering memos

7. Exhibits A-F
8. Exhibits G-P

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

**CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 26-\_\_\_\_**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF HAVEN AT LAKE  
MARION**

**WHEREAS**, Progressive, LLC has requested preliminary plat approval of 51 detached tonwhome and twinhome lots to be known as Haven at Lake Maruin, legally described as:

Outlots C and D, Warweg Addition

**WHEREAS**, the Planning Commission held a public hearing at its April 16, 2026 meeting, preceded by notice as required by the Subdivision Ordinance; and

**WHEREAS**, the Planning Commission recommended approval of the preliminary plat; and

**WHEREAS**, the preliminary plat meets Subdivision Ordinance requirements and is acceptable to the City;

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

The Haven at Lake Marion preliminary plat is hereby approved subject to the following conditions:

1. The preliminary plat shall be valid for a period of one year from the date of City Council of City Council approval unless an extension is granted in accordance with Section 10-2-2.D of the Subdivision Ordinance.
2. Platting of Outlot A as a buildable lot shall be subject to compliance with Title 11, Chapter 101 of the Zoning Ordinance.
3. All right-of-way dedication and street and sidewalk construction plans shall be subject to review and approval of the City Engineer.
4. All tree preservation issues shall be subject to review and approval of the City Forester.
5. All landscape plans shall be subject to review and approval of the City Forester including, but not limited to, the following:
  - a. Provide additional tree planting west of Lots 6 and 7, Block 2 to screen from existing houses.
  - b. The landscape plan shall be revised to provide residential buffer yard planting east of Lots 11-16, Block 1 as required by Section 11-21-9.E of the Zoning Ordinance.

6. All grading, drainage, stormwater management, erosion control, wetland, and floodplain issues shall be subject to review and approval of the City Engineer.
7. Outlot B and Outlot C (as shown on the preliminary plat) shall be deeded to the City for stormwater management purposes.
8. The final plat shall designate the outlots to be deeded to the City as Outlot A and Outlot B with the developer retained land designated as Outlot C.
9. All utility plans shall be subject to review and approval of the City Engineer.
10. The City Council resolution approving the vacation of existing public right-of-way within the preliminary plat shall be recorded at the time of final plat application.
11. Park dedication requirements shall be satisfied as a cash fee in lieu of land dedication, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.
12. All existing encroachments of structures belonging to abutting property owners shall be removed from the subject property.

ADOPTED by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

CITY OF LAKEVILLE

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

ATTEST:

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

STATE OF MINNESOTA )  
(  
DAKOTA COUNTY )

I hereby certify that the foregoing Resolution No. 26-\_\_\_ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 4<sup>th</sup> day of May 2026 as shown by the minutes of said meeting in my possession.

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

(SEAL)

PREPARED BY:  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044

*(Reserved for Dakota County Recording Information)*

---

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-\_\_\_\_\_**

**RESOLUTION VACATING PUBLIC RIGHT OF WAY**

**WHEREAS**, the City Council has conducted a public hearing, preceded by two (2) weeks published notice, to consider vacating the platted right of way as described in Exhibit A; and

**WHEREAS**, the City Council has determined that it is in the public interest to vacate said right of way.

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

1. The public right of way legally described in Exhibit A and as shown on Exhibit B is hereby vacated.
2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

**DATED** this **4<sup>th</sup>** day of **May 2026**.

**CITY OF LAKEVILLE**

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

**ATTEST:**

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

**STATE OF MINNESOTA)**  
**(**  
**DAKOTA COUNTY )**

I hereby certify that the foregoing Resolution No. 26-\_\_\_ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **4<sup>th</sup>** day of **May 2026** as shown by the minutes of said meeting in my possession.

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

Seal

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

## EXHIBIT A

### Legal description for Nicollet Avenue right of way vacation:

All that part of Nicollet Avenue as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK according to the recorded plat thereof, Dakota County, Minnesota lying northerly of the north line of Outlot C, WARWEG ADDITION said Dakota County (AKA the south line of Nicollet Avenue) per said LENIHAN'S LOTS ANTLERS PARK and lying easterly of the following described line and its extensions:

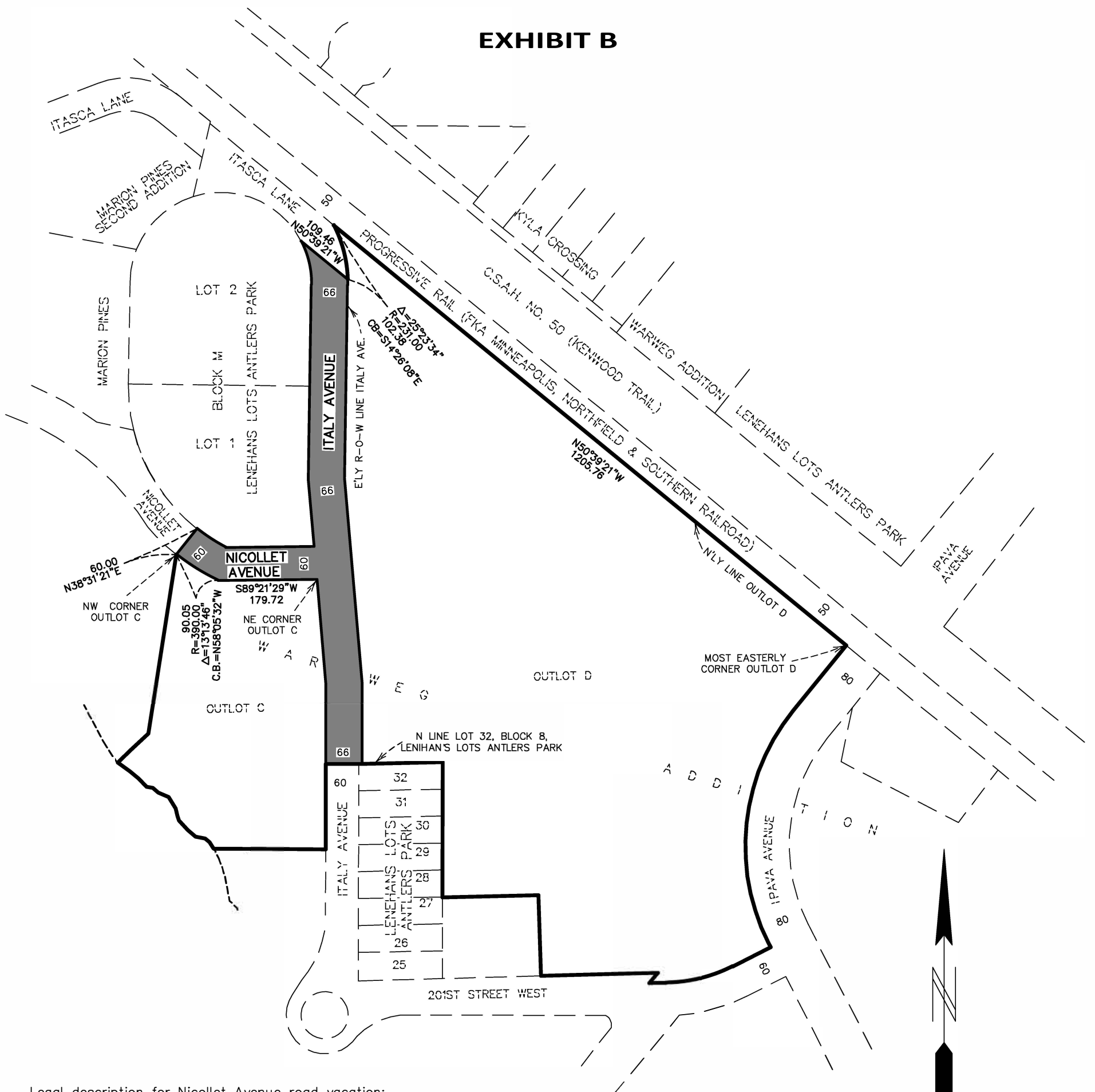
Commencing at the northeast corner of said Outlot C, thence South 89 degrees 21 minutes 29 seconds West, assumed bearing along the north line of said Outlot C, 179.72 feet; thence northwesterly 90.05 feet along said north line, along a non-tangential curve concave to the northeast radius 390.00 feet, central angle 13 degrees 13 minutes 46 seconds and chord bearing North 58 degrees 05 minutes 32 seconds West to the northwest corner of said Outlot C and the point of beginning; thence North 38 degrees 31 minutes 21 seconds East, 60.00 feet to the north right-of-way line of said Nicollet Avenue.

### Legal description for Italy Avenue right of way vacation:

All that part of Italy Avenue (FKA Lakeview Avenue) as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK and WARWEG ADDITION according to the recorded plats thereof, Dakota County, Minnesota lying north of the north line of Lot 32, Block 8, said LENIHAN'S LOTS ANTLERS PARK and its westerly extension and lying southerly of the following described line and its extensions:

Commencing at the most easterly corner of Outlot D, said WARWEG ADDITION thence North 50 degrees 39 minutes 21 seconds West, assumed bearing along the northerly line thereof, 1205.76 feet to the northerly corner of said Outlot D also the east right-of-way of said Italy Avenue; thence southeasterly 102.38 feet, along said easterly right-of-way along a non-tangential curve concave to the southwest, radius 231.00 feet, central angle 252 degrees 23 minutes 34 seconds and chord bearing South 14 degrees 26 minutes 08 seconds West to the point of beginning; thence North 50 degrees 39 minutes 21 seconds West 109.46 feet to the west right-of-way of said Italy Avenue.

# EXHIBIT B



Legal description for Nicollet Avenue road vacation:

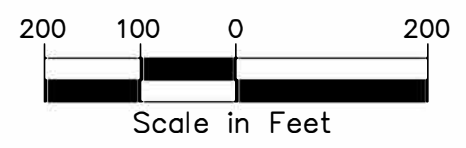
All that part of Nicollet Avenue as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK according to the recorded plat thereof, Dakota County, Minnesota lying northerly of the north line of Outlot C, WARWEG ADDITION said Dakota County (AKA the south line of Nicollet Avenue) per said LENIHAN'S LOTS ANTLERS PARK and lying easterly of the following described line and its extensions:

Commencing at the northeast corner of said Outlot C, thence South 89 degrees 21 minutes 29 seconds West, assumed bearing along the north line of said Outlot C, 179.72 feet; thence northwesterly 90.05 feet along said north line, along a non-tangential curve concave to the northeast, radius 390.00 feet, central angle 13 degrees 13 minutes 46 seconds and chord bearing North 58 degrees 05 minutes 32 seconds West to the northwest corner of said Outlot C and the point of beginning; thence North 38 degrees 31 minutes 21 seconds East, 60.00 feet to the north right-of-way line of said Nicollet Avenue.

Legal description for Italy Avenue Road vacation:

All that part of Italy Avenue (FKA Lakeview Avenue) as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK and WARWEG ADDITION according to the recorded plats thereof, Dakota County, Minnesota lying north of the north line of Lot 32, Block 8, said LENIHAN'S LOTS ANTLERS PARK and its westerly extension and lying southerly of the following described line and its extensions:

Commencing at the most easterly corner of Outlot D, said WARWEG ADDITION thence North 50 degrees 39 minutes 21 seconds West, assumed bearing along the northerly line thereof, 1205.76 feet to the northerly corner of said Outlot D also the east right-of-way of said Italy Avenue; thence southeasterly 102.38 feet, along said easterly right-of-way along a non-tangential curve concave to the southwest, radius 231.00 feet, central angle 252 degrees 23 minutes 34 seconds and chord bearing South 14 degrees 26 minutes 08 seconds West to the point of beginning; thence North 50 degrees 39 minutes 21 seconds West 109.46 feet to the west right-of-way of said Italy Avenue.



Denotes proposed vacated roads

Sheet  
1 of 1

**PIONEER**engineering  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
 2422 Enterprise Drive  
 Mendota Heights, MN 55120  
 (651) 681-1914  
 Fax: 681-9488  
 www.pioneereng.com

Cad File: 124207-ROAD VACATION SKETCH.dwg  
 Date: 12-3-25  
 Folder #: 9055  
 Drawn by: PJH

Description Sketch for:  
 Progressive, LLC.

RESOLUTION 2026-\_\_\_\_

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

HAVEN AT LAKE MARION  
2040 COMPREHENSIVE PLAN AMENDMENT

**WHEREAS**, on May 4, 2026, the Lakeville City Council met at its regularly scheduled meeting to consider the application of Progressive, LLC for an amendment of the 2040 Land Use Plan map of the 2040 Lakeville Comprehensive Plan in conjunction with a proposed residential development on approximately 21.3 acres located at the southwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue; and,

**WHEREAS**, the property is guided for Medium Density Residential (4-7 du/ac.), Low-to-Medium Density Residential (4-5 du/ac.), and Low Density Residential Land Use (0.1-3 du/ac.) by the 2040 Comprehensive Plan; the applicant has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low-to-Medium Density Residential land use for the area of the preliminary plat, not including Outlot A to remain guided Low Density Residential; and,

**WHEREAS**, the proposed Comprehensive Plan amendment has been submitted the affected school district and no comments were received; and,

**WHEREAS**, the 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:

- 1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

*Finding: Development of the subject property with detached townhomes and twin home dwellings is consistent with the policy of the Comprehensive Pla to "ensure that all new housing adheres to the highest possible standards of planning, design, and construction to ensure livable, sustainable housing choices within Lakeville."*

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

*Finding: The subject property is surrounded by the existing and planned land uses shown in the table below. Development of the subject property with twin homes at the perimeter of the preliminary plat and potential development of Outlot A as a single family lot, presents no compatibility concerns with surrounding uses.*

<i>Direction</i>	<i>Land Use Plan</i>	<i>Zoning Map</i>	<i>Existing Use</i>
<i>North</i>	--	--	<i>Railroad ROW</i>
<i>East</i>	<i>Office Park</i>	<i>O-P District</i>	<i>Undeveloped</i>
<i>South</i>	<i>Parks</i>	<i>P/OS District</i>	<i>Antlers Park</i>
<i>West</i>	<i>LD Residential</i>	<i>RS-3 District</i>	<i>Single family homes</i>

**3. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

*Finding: The proposed preliminary plat complies with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code.*

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

*Finding: The subject site is within the MUSA and the proposed use can be accommodated within the City's existing public service capacity.*

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

*Finding: The subject site is accessed by Ipava Avenue designated as a Major Collector street and Itasca Lane and 20<sup>th</sup> Street designated as local streets by the 2040 Transportation Plan, which have a adequate capacity to accommodate traffic generated by the proposed use.*

**WHEREAS**, the legal description of the property is attached in Exhibit A.

**WHEREAS**, The Planning Commission conducted a public hearing on the application at its April 16, 20264 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

**NOW THEREFORE BE IT RESOLVED THAT** the City Council approves the application of Progressive, LLC to amend the 2040 Comprehensive Plan, subject to the approval of the Metropolitan Council.

**ADOPTED** by the Lakeville City Council this 4<sup>th</sup> day of May 2026.

**CITY OF LAKEVILLE**

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

ATTEST: \_\_\_\_\_  
 Ann Orlofsky, City Clerk

## EXHIBIT A

Lots 1-17, Block 1 and Lots 1-36, Block 2, as shown on the Haven at Lake Marion preliminary plat.

ORDINANCE NO. \_\_\_\_\_

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED  
TO HAVEN AT LAKE MARION SUBDIVISION

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

**Section 1.** The legal description of the property is attached as Exhibit A.

**Section 2.** The property is hereby rezoned from RS-3, Single Family Residential District, RST-2, Single- and Two-Family Residential District, and RM-1, Medium Density Residential District to RST-2, Single- and Two-Family Residential District.

**Section 3.** The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk’s office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

**Section 4.** This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated in Exhibit A.

**ADOPTED** by the Lakeville City Council this **4<sup>th</sup>** day of **May 2026**.

CITY OF LAKEVILLE

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

ATTEST: \_\_\_\_\_  
Ann Orlofsky, City Clerk

## EXHIBIT A

Lots 1-17, Block 1, Lots 1-36, Block 2, and Outlots B and C as shown on the Haven at Lake Marion preliminary plat.

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

HAVEN AT LAKE MARION  
COMPREHENSIVE PLAN AND ZONING MAP AMENDMENT  
FINDINGS OF FACT AND DECISION

On 16 April 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Progressive, LLC for amendments of the Comprehensive Plan and Zoning Map amendment to change the guided land use and zoning district designation of property to be developed as Haven at Lake Marion. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

**FINDINGS OF FACT**

1. The subject property is guided for Medium Density Residential (4-7 du/ac.), Low-to-Medium Density Residential (4-5 du/ac.), and Low Density Residential Land Use (0.1-3 du/ac.) by the 2040 Comprehensive Plan. The applicant has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low-to-Medium Density Residential land use for the area of the preliminary plat, not including Outlot A to remain guided Low Density Residential.
2. The subject property is zoned RM-1, Medium Density Residential District, RST-2, Single and Two Family Residential District, and RS-3, Single Family Residential District. The applicant has applied for an amendment to the Zoning Map to change the zoning of the property, not including the area to be platted as Outlot A, to RST-2, Single and Two Family Residential District.
3. The legal description of the property is attached as Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
  - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

*Finding: Development of the subject property with detached townhomes and twin home dwellings is consistent with the policy of the Comprehensive Plan to "ensure that all new housing adheres to the highest possible standards of planning, design, and construction to ensure livable, sustainable housing choices within Lakeville."*

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

*Finding: The subject property is surrounded by the existing and planned land uses shown in the table below. Development of the subject property with twin homes at the perimeter of the preliminary plat and potential development of Outlot A as a single family lot, presents no compatibility concerns with surrounding uses.*

<b>Direction</b>	<b>Land Use Plan</b>	<b>Zoning Map</b>	<b>Existing Use</b>
<i>North</i>	--	--	<i>Railroad ROW</i>
<i>East</i>	<i>Office Park</i>	<i>O-P District</i>	<i>Undeveloped</i>
<i>South</i>	<i>Parks</i>	<i>P/OS District</i>	<i>Antlers Park</i>
<i>West</i>	<i>LD Residential</i>	<i>RS-3 District</i>	<i>Single family homes</i>

- c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

*Finding: The proposed preliminary plat complies with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code.*

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

*Finding: The subject site is within the MUSA and the proposed use can be accommodated within the City’s existing public service capacity.*

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

*Finding: The subject site is accessed by Ipava Avenue designated as a Major Collector street and Itasca Lane and 20<sup>th</sup> Street designated as local streets by the 2040 Transportation Plan, which have a adequate capacity to accommodate traffic generated by the proposed use.*

5. The report dated 8 April 2026 prepared by The Planning Company LLC (TPC) is incorporated herein.

**DECISION**

The City Council approves the amendments to the 2040 Comprehensive Plan and Zoning Map, subject to the approval of Metropolitan Council.

*(remainder of page blank signature follows)*

DATED: May 4, 2026

CITY OF LAKEVILLE

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

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

## EXHIBIT A

Lots 1-17, Block 1 and Lots 1-36, Block 2 of the Haven at Lake Marion preliminary plat.

*(Reserved for Dakota County Recording Information)*

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**CITY OF LAKEVILLE**

**DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT NO. 26-\_\_\_\_**

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby grants a conditional use permit to Progressive, LLC for a shore impact plan in the Shoreland Overlay District of Lake Marion.

2. Property. The permit is for property in the City of Lakeville, Dakota County, Minnesota, legally described in Exhibit A.

3. Conditions. This conditional use permit is issued subject to the site being developed in accordance with the plans approved by the City Council.

4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the recording of the Haven at Lake Marion final plat, unless an extension is approved by the Zoning Administrator.

DATED: **May 4 , 2026**

**CITY OF LAKEVILLE**

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

SEAL

BY: \_\_\_\_\_  
Ann Orlofsky, City Clerk

STATE OF MINNESOTA )  
(  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this **4<sup>th</sup>** day of **May 2026**, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

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

DRAFTED BY:  
City of Lakeville  
20195 Holyoke Avenue  
Lakeville, MN 55044

## EXHIBIT A

Lots 1-17, Block 1 and Lots 1-36, Block 2, as shown on the Haven at Lake Marion preliminary plat.

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

HAVEN AT LAKE MARION  
CONDITIONAL USE PERMIT  
FINDINGS OF FACT AND DECISION

On 16 April 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Progressive, LLC for a Conditional Use Permit to allow a Planned Shoreland Development with the preliminary plat of Haven at Lake Marion. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

**FINDINGS OF FACT**

1. The subject property is guided for Low-to-Medium Density Residential (4-5 du/ac.).
2. The subject property is zoned RST-2, Residential Single and Two Family District, and portions of the subject property is within the Shoreland Overlay District of Lake Marion.
3. The legal description of the subject property is attached as Exhibit A.
4. Section 11-4-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed use. Its judgment shall be based upon, but not limited to, the following factors:
  - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

*Finding: Development of the subject property with detached townhomes and twin home dwellings is consistent with the policy of the Comprehensive Pla to "ensure that all new housing adheres to the highest possible standards of planning, design, and construction to ensure livable, sustainable housing choices within Lakeville."*

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

*Finding: The subject property is surrounded by the existing and planned land uses shown in the table below. Development of the subject property with twin homes at the perimeter of the preliminary plat and potential development of Outlot A as a single-family lot, presents no compatibility concerns with surrounding uses.*

<i>Direction</i>	<i>Land Use Plan</i>	<i>Zoning Map</i>	<i>Existing Use</i>
<i>North</i>	--	--	<i>Railroad ROW</i>
<i>East</i>	<i>Office Park</i>	<i>O-P District</i>	<i>Undeveloped</i>
<i>South</i>	<i>Parks</i>	<i>P/OS District</i>	<i>Antlers Park</i>
<i>West</i>	<i>LD Residential</i>	<i>RS-3 District</i>	<i>Single family homes</i>

- c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

*Finding: The proposed preliminary plat complies with the requirements of the Zoning Ordinance, including the Shoreland Overlay District.*

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

*Finding: The subject site is within the MUSA and the proposed use can be accommodated within the City's existing public service capacity.*

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

*Finding: The subject site is accessed by Ipava Avenue designated as a Major Collector street and Itasca Avenue and 20<sup>th</sup> Street designated as a local street by the 2040 Transportation Plan, which have adequate capacity to accommodate traffic generated by the proposed use.*

5. The report dated 8 April 2026 prepared by The Planning Company LLC (TPC) is incorporated herein.

### DECISION

The City Council approves the requested Conditional Use Permit in the form attached hereto.

**DATED: May 4, 2026**

**CITY OF LAKEVILLE**

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

BY: \_\_\_\_\_  
 Ann Orlofsky, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lots 1-16, Block 1 and Lots 1-35, Block 2, as shown on the Haven at Lake Marion preliminary plat.

**CITY OF LAKEVILLE**  
**PLANNING COMMISSION MEETING MINUTES**  
**April 16, 2026**

Chair Zimmer called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

**Members Present:** Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Ex-Officio Kelli Coughlin

**Members Absent:** Amanda Tinsley

**Staff Present:** Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

### **3. Approval of the Meeting Minutes**

The March 19, 2026 Planning Commission meeting minutes were approved as presented.

### **4. Announcements**

Planning Manager Kris Jenson stated that the motion from the April 15, 2026 Parks, Recreation & Natural Resources Committee meeting regarding their review of the Haven at Lake Marion preliminary plat.

### **5a. Progressive, LLC**

Chair Zimmer opened the public hearing to consider the application of Progressive, LLC for a preliminary plat of 51 detached townhomes and twin homes to be known as Haven at Lake Marion, in conjunction with the following applications that were tabled at the March 19, 2026 Planning Commission meeting: 1) Comprehensive land use amendment to re-guide property from Low Density Residential and Medium Density Residential to Low/Medium Density Residential, 2) Zoning map amendment to rezone property from RS-3, Single Family Residential District and RM-1, Medium Density Residential District to RST-2, Single- and Two-Family Residential District, 3) Conditional use permit for a Planned Shoreland Development within the shoreland Overlay District of Lake Marion, and 4) Vacation of public right of way.

Steve Sauber with Progressive, LLC introduced the project. Mr. Sauber stated there will be two builders in this development, Country Joe Homes and Bellepar Homes.

Daniel Licht with The Planning Company presented the staff report. Progressive, LLC is proposing development of 11 detached townhomes and 40 twinhomes on 21.3 acres of land located at the southwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue. The property is bounded by single family homes and Lake Marion to the west, a rail line and Kenwood Trail (CSAH 50) to the

north, Ipava Avenue to east, and Antlers Park to the south. The proposed preliminary plat consists of 11 detached townhomes and 40 twin homes.

The developer hosted a neighborhood meeting on December 10, 2025 to provide information regarding the proposed development; City staff were also present at the neighborhood meeting.

The primary access is from Ipava Avenue, a major collector street. A connection to Itasca Lane to the north will also be constructed.

City staff's review is that the amendment of the Comprehensive Plan is consistent with the housing policies outlined therein, and the proposed Haven at Lake Marion preliminary plat is consistent with the land use and housing policies of the 2040 Lakeville Comprehensive Plan. Furthermore, with approval of the requested Comprehensive Plan amendment and Zoning Map amendment, the proposed preliminary plat complies with the requirements of the Zoning Ordinance and Subdivision Ordinance, including the criteria for approval of a Conditional Use Permit for a Planned Shoreland Development.

Chair Zimmer opened the hearing to the public for comment.

*Jill Lawrence, 9715 201<sup>st</sup> Street West, expressed concern about how overflow parking from Antlers Park will be handled, and expressed support for the project.*

*Bob Erickson, 19081 Inndale Drive, inquired if the Ponderosa pines will be saved, if there will be an HOA governing the development, if guest parking would be required, and if there will be intersection improvements at 201<sup>st</sup> Street and Ipava Avenue.*

**Motion was made by Kaluza, seconded by Swenson** to close the public hearing at 6:20 p.m.

**Voice vote was taken on the motion.**

**Ayes – unanimous**

Mr. Licht stated that city staff is aware of the need to evaluate the capacity for parking on Itasca Avenue and Italy Avenue. City staff will work with the developer on a parking plan for those streets as it moves forward to final plat. Parking restrictions are approved by resolution of the City Council. Guest parking is not a requirement in the RST-2 District. Sidewalks will be provided on Itasca Lane on the west and south sides. The zoning ordinance does require a homeowners' association for the development due to common open space and for the exterior maintenance of the twin home buildings. City staff's review is that there is adequate capacity within the road to accommodate traffic from this development. The tree preservation plan as presented complies with the requirements of the zoning ordinance.

Mr. Sauber stated he was not aware of the history of the pine trees on site; he noted that some of the pines at the intersection of Ipava Avenue and 201<sup>st</sup> Street are being saved. Jenni Thompson, landscape architect with Pioneer Engineering, stated the pine trees on the corner and the trees along the railroad track, unless they are in the right of way, will be saved.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza expressed appreciation that City staff will be aware and watching the public parking in the area as this project develops.
- Commissioner Swenson asked what the street widths for Itasca Lane and the cul-de-sacs are. Mr. Licht stated the streets meet the standards specified by the subdivision ordinance. There is a 60-foot right-of-way with a 32 foot wide pavement section with a sidewalk on one side of Itasca Avenue; sidewalks aren't required on cul-de-sac streets.
- Commissioner Swenson stated that this will provide a second access to a large neighborhood that is currently only accessed by Jaguar Avenue. This will provide the ability for ingress and egress of emergency service vehicles, and he's grateful to see this connection being made.
- Commissioner Traffas inquired about whether the lawn chemicals used at these 51 homes would have a connection to Lake Marion. Mr. Licht stated this is addressed in the storm water management plan. It collects all the water runoff generated by the development, directs it to a storm basin that holds the water. It also provides treatment where sediment, chemicals, etc. can filter out of it before it's discharged downstream towards Lake Marion. The expectation is that the water is as clean, if not cleaner, and doesn't leave the site at a rate greater than it does today.
- Commissioner Einck asked if there is an additional pond, relating to retention, or if it will use the existing pond. Mr. Licht stated the development does have additional stormwater basins proposed in outlot C along Ipava Avenue and Kenwood Trail, and an additional basin along the north side of Outlot B.
- Commissioner Swenson asked whether the additional cul-de-sac at the north end of Italy Avenue would be built as part of this development. Jon Nelson, Assistant City Engineer, stated it is to be constructed with the development of the site.
- Commissioner Einck asked if the width of Itasca Lane will accommodate two cars at the same time with room for an emergency vehicle between. Mr. Nelson stated this will be the standard road width of 32 feet, consistent with other residential developments. Mr. Licht stated there will be adequate space for a vehicle or emergency vehicle to get down the road even if there are vehicles parked on both sides of the street.

**Motion was made by Kaluza, seconded by Swenson** to recommend to City Council approval of the preliminary plat to be known as Haven at Lake Marion, the comprehensive land use amendment, Zoning map amendment, conditional use permit and right of way vacation for Progressive, LLC and the findings of fact, subject to the following stipulations:

1. The preliminary plat shall be valid for a period of one year from the date of City Council approval unless an extension is granted in accordance with Section 10-2-2.D of the Subdivision Ordinance.
2. Platting of Outlot A as a buildable lot shall be subject to compliance with Title 11, Chapter 101 of the Zoning Ordinance.

3. All right of way dedication and street and sidewalk construction plans shall be subject to review and approval of the City Engineer.
4. All tree preservation issues shall be subject to review and approval of the City Forester.
5. All landscape plans shall be subject to review and approval of the City Forester including, but not limited to, the following:
  - a. Provide additional tree planting west of Lots 6 and 7, Block 2 to screen from existing houses.
  - b. The landscape plan shall be revised to provide residential buffer yard planting east of Lots 11-16, Block 1 as required by Section 11-21-9.E of the Zoning Ordinance.
6. All grading, drainage, stormwater management, erosion control, wetland, and floodplain issues shall be subject to review and approval of the City Engineer.
7. Outlot B and Outlot C (as shown on the preliminary plat) shall be deeded to the City for stormwater management purposes.
8. The final plat shall designate the outlots to be deeded to the City as Outlot A and Outlot B with the developer retained land designated as Outlot C.
9. All utility plans shall be subject to review and approval of the City Engineer.
10. The City Council shall consider a resolution approving vacation of existing public right of way and drainage and utility easements within the preliminary plat at the time of final plat application.
11. Park dedication requirements shall be satisfied as a cash fee in lieu of land dedication, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.
12. All existing encroachments of structures belonging to abutting property owners shall be removed from the subject property.

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

**Nays: 0**

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### **5b. Globus Business Park**

Chair Zimmer opened the public hearing to consider the application of Globus Transport for a preliminary plat and conditional use permit for a one lot subdivision to be known as Globus Business Park.

Muzaffar Gafurov, President of Globus Transport, introduced the project.

Senior Planner Heather Botten presented the staff report. The site includes two parent parcels totaling 10.08 acres. The site is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue. The applicant is proposing an industrial office/warehouse

**CITY OF LAKEVILLE  
PARKS, RECREATION & NATURAL RESOURCES COMMITTEE  
MEETING MINUTES  
April 15, 2026**

Committee Chair Weberg called the meeting to order at 6:00 p.m. in the Lake Marion Conference Room.

**Members Present:** Holly Weberg, Vicki Schwartz, Pat Sauer, Dan Volkosh, Mark Engler, Rachel Bland

**Members Absent:** Angie Lueschen

**Staff Present:** Parks and Recreation Director Joe Masiarchin

**1. Call to Order**

**a. Election of Officers**

Committee Members appointed Weberg as Committee Chair, Volkosh as Committee Vice Chair, and Sauer as Committee Secretary; each will serve a one-year term.

**2. Approval of April 1, 2026 Meeting Minutes**

**Schwartz made a motion, seconded by Sauer,** to approve the April 1, 2026, minutes as written.  
**Ayes: unanimous**

**3. Citizen Comments**

Monica Joubert: 20034 Italy Avenue, Lakeville, MN. Expressed her appreciation for Country Joe's revisions to the Haven at Lake Marion Preliminary Plat based on resident feedback.

**4. Discussion Items**

**a. Haven at Lake Marion Preliminary Plat**

The proposed subdivision is located south of and adjacent to Kenwood Trail (CSAH 50) and west of and adjacent to Ipava Avenue. The plat consists of 51 townhome lots, two common lots and three outlots on 20.64 acres. Two of the outlots are to be utilized for stormwater management, totaling three stormwater management basins that will be deeded to the City.

A wetland delineation was completed, and two wetlands were identified adjacent to the plat; there will be no impact to wetlands by the development. A tree preservation plan was submitted, of the 5,944 significant diameter trees identified onsite, 2,897 will be removed and replaced under the recently updated replacement ordinance. A park has not been designated with this plat, the Park Dedication fee will be satisfied through a cash contribution with the final plat.

**Committee discussion:**

Will stormwater runoff be discharged into Lark Marion, and will phosphorus removal be needed? The stormwater will drain into Lake Marion, and staff are not particularly concerned about phosphorus, as fertilizer containing phosphorus has been banned in Minnesota, and Lake Marion's water quality

significantly improved after the ban. Staff will continue to monitor water quality and provide resident education as needed.

Could the water quality of the stormwater from a residential neighborhood be better than that of runoff from agricultural land? Potentially, staff indicated that this would likely be the case but would not necessarily contribute to a significant increase in the overall water quality.

Would there be an opportunity for the developer to construct trail connections rather than make a cash contribution to the Park Dedication Fund? There are already trail segments planned from Italy Avenue and long-term planning for an additional trail loop connectivity to Kenwood Trail.

Is the railway that runs adjacent to the property still proposed to be acquired as part of the Rails to Trails initiative through Dakota County? This is still a long-term initiative for Dakota County but nothing has been solidified with the property owner.

Are there concerns with parking constraints with Antlers Park? The parking issue at Antlers Park is an ongoing discussion, as the newness of the park wears off, parking is anticipated to improve. Residents have shared that, overall, parking has improved with the park's expansion. New signage and trail connection to overflow parking will hopefully encourage park visitors to utilize the additional space. Staff will continue to monitor the parking issues at the park but no significant impact from the development is anticipated at this time.

**Motion was made by Volkosh, seconded by Engler** to recommend to City Council approval of the Haven at Lake Marion Preliminary Plat as presented in the April 8 Planning and Engineering reports.  
**Ayes: Unanimous**

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**b. Ordinance Amending Title 7, Chapter 1 of the Lakeville City Code Concerning Park Hours**

Staff is proposing an ordinance change to allow the grandstand and fields at Grand Prairie Park to be open until 11 p.m. Aronson Park, which is utilized for games, tournaments, and other association events, is programmed the same way. The extended operating hours would not apply to other amenities in the park like pickleball and the splash pad. Both of these amenities are signed with their operating hours. The lights would begin to shut down in phases with a hard out of 11 p.m. for the associations. There are still motion-activated lights on the trails and other safety amenities in the park. The athletic associations that use the park are already familiar with how Aronson Park operates and understand that their use must be scheduled during standard operating hours. The draft ordinance has been posted on the City's website for public review.

**Motion was made by Schwartz, seconded by Engler** to approve the ordinance amending Title 7, Chapter 1 of the Lakeville City Code Concerning Park Hours are presented by City staff.  
**Ayes: Unanimous**

**c. Casperson Park Parking Lot Improvements**

Improvements to the gravel parking lot located at Casperson Park were identified in the 2026-2035 CIP. The upper gravel lot is heavily utilized for soccer, large special events and Live at the Lake. Paving the upper gravel lot has become a necessity given the increased seasonal usage. Included in this project will



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Anoka, MN 55303  
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TPC@PlanningCo.com

## MEMORANDUM

TO: Kris Jenson

FROM: D. Daniel Licht

DATE: 8 April 2026

RE: Lakeville – Haven at Lake Marion

TPC FILE: 135.01

## BACKGROUND

Progressive, LLC is proposing development of 51 dwelling units on 21.3 acres of land located at the southwest corner of Kenwood Avenue (CSAH 50) and Ipava Avenue. The proposed development requires consideration of applications for a Comprehensive Plan amendment guiding the property for a single residential land use category; Zoning Map rezoning portions of the property to RST-2 District; a Conditional Use Permit for Planned Shoreland Development; Preliminary Plat; and Vacation of existing public right-of-way.

The developer hosted a neighborhood meeting on 10 December 2025 to provide the public an opportunity to receive information regarding the proposed development and ask questions. This meeting was held at the Water Treatment Plant. City staff was also present at the neighborhood meeting.

A public hearing to consider the applications was originally noticed for 19 March 2026. The public hearing was tabled at that meeting at the applicant’s request as they considered revisions to the preliminary plat. A new public hearing notice for the preliminary plat was published for the 16 April 2026 meeting, the remaining applications remain tabled from that meeting.

### Exhibits:

- A. Site location map
- B. Existing and Proposed 2040 Land Use Plan
- C. Existing and Proposed Zoning Map
- D. Existing Conditions
- E. Preliminary Plat
- F. Removals plat
- G. Site plan (2 pages)
- H. Wetland plan
- I. Flood plain impact & mitigation plan
- J. Grading plan (2 pages)
- K. Sanitary sewer and watermain plan
- L. Storm sewer plan

- M. Landscape Plan
- N. Tree preservation plan (2 sheets)
- O. PUD density and open space
- P. Right of way vacation areas

**ANALYSIS**

**Existing Conditions.** The subject property is 21.3 acres in area and undeveloped. The existing conditions survey identifies that there are several encroachments upon the subject property from adjacent lots. City staff recommends that as a condition of preliminary plat approval, all encroachments of structures belonging to abutting property owners be removed from the subject property.

**Comprehensive Plan.** The Comprehensive Plan guides the subject property for Low Density Residential Land Use (0.1-3 du/ac.), Low-to-Medium Density Residential (4-5 du/ac.), and Medium Density Residential (4-7 du/ac.). The subject property, not including Outlot A shown on the preliminary plat, needs to be guided to a single residential land use category set forth by the 2040 Land Use Plan. Based upon the proposed density of the development as 3.77 dwelling units per acre, the subject property is recommended to be guided for Low-to-Medium Density Residential land uses.

City of Lakeville 2040 Land Use Plan - Residential Designations		
Land Use	Min/Max Density	Anticipated Uses
Low Density Residential	0.1 to 3.0 du/ac.	Single family dwellings.
Low to Medium Density	4.0 to 5.0 du/ac.	Single family, two family and detached townhouse dwellings.
Medium Density	4.0 to 7.0 du/ac.	Two family dwellings, detached townhouse and quad or row attached townhouse dwelling units.
Medium to High Density	5.0 to 9.0 du/ac.	Detached townhouse, quad, row or back-to-back attached townhouse dwelling units.
High Density	9.0 to 26.0 du/ac.	Back-to-back attached townhouse and multiple family dwelling units.
Manufactured Home Park	4.0 to 7.0 du/ac.	Manufactured home dwelling units.

**Zoning.** The subject property is zoned RS-3, Residential Single Family District, RST-2, Residential Single and Two Family District, and RM-1, Residential Medium Density District. Detached townhouse and two family dwellings as proposed on the preliminary plat are allowed within the RST-2 District and the RM-1 District. It is recommended that Zoning Map be amended to rezone Lots 1-16, Block 1 and Lots 1-35, Block 2 as RST-2 District. Outlot A as shown on the preliminary plat will remain zoned RS-3 District to allow for potential future platting of a lot for a single family dwelling.

**Shoreland.** The subject property is also within the Shoreland Overlay District of Lake Marion. This portion of Lake Marion is classified as a Recreational Lake as set forth in Section 11-102-9.C of the Zoning Ordinance. Section 11-102-13.A.1 of the Zoning Ordinance establishes minimum lot requirement for development within the Shoreland Overlay District:

- Single family lots: 20,000sf. riparian / 15,000sf. non-riparian
- Two family lots: 26,000sf. non-riparian

Section 11-102-21 of the Zoning Ordinance allows deviation from the minimum Shoreland Overlay District lot requirement by approval of a Conditional Use Permit for a planned shoreland development to allow for development of the detached townhouses and twin homes within Blocks 1 and 2, subject to the following provisions.

- Section 11-102-21.B of the Zoning Ordinance requires a minimum of 50 percent of the subject property be preserved as open space. Open space for the purpose of this section includes outlots established for stormwater basins, wetlands and wetland buffers, and landscaped yards within individual lots.
- Section 11-102-21.B.6 further requires that 70 percent of the Shoreland Impact Zone, defined as land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback, be protected as open space. The shoreland impact zone applies only to wetlands and wetland buffers within Outlot B, which is to be deeded to the City.
- Section 11-102-21.D of the Zoning Ordinance outlines the methodology for a density tier analysis to determine the maximum number of dwelling units that can be developed within Blocks 1 and 2. Sheet P1 of the submitted plans includes the tiered density calculation required by the Zoning Ordinance and indicates that the number of dwelling units within each tier and the overall number of dwelling units is within the density allowed.

Outlot A is 25,173 square feet in area. To be platted as a lot in the future, it must be verified that the net area of Outlot A exceeds 20,000 square feet in compliance with Section 11-17-21.B of the Zoning Ordinance.

**Floodplain.** Portions of the subject property are within the 100-year Floodplain, including all of Outlot A. Platting Outlot A as a buildable lot will require that the subdivider demonstrate that the requirements of Section 11-101-13.B of the Zoning Ordinance regarding development standards for floodplain areas complied with. The developer must also verify that the elevation of Italy Avenue complies with Section 11-101-13.E.1 of the Zoning Ordinance providing vehicular access to Outlot A at or above an elevation not more than two feet below the regulatory flood protection elevation for the property to be platted as a buildable lot.

**Surrounding Uses.** The subject property is surrounded by the existing and planned land uses shown in the table below. Development of the subject property with twin homes at the perimeter of the preliminary plat and potential development of Outlot A as a single family lot, presents no compatibility concerns with surrounding uses.

Direction	Land Use Plan	Zoning Map	Existing Use
North	--	--	Railroad ROW
East	Office Park	O-P District	Undeveloped
South	Parks	P/OS District	Antlers Park
West	LD Residential	RS-3 District	Single family homes

**Lot Requirements.** Section 11-57-13.B of the Zoning Ordinance requires a minimum of 5,000 square feet of lot area per dwelling unit. The preliminary plat has 8,669 square feet of lot area for the 51 dwelling units and two base lots which complies with the requirements of the RST-2 District.

**Setbacks.** The table below summarizes the setbacks required for the dwelling units within Blocks 1 and 2 of the proposed preliminary plat. The setbacks shown on the preliminary site plan (Sheets 5.01 and 5.02) for the detached townhomes and twin homes comply with the RST-2 setback requirements.

ROW	Between Buildings	Base Lot	Ipava Avenue
20ft. or 25ft. garage	14ft.	10ft.	50ft.

**Right-of-Way/Streets.** The subject property abuts railroad right-of-way and Kenwood Trail (CSAH 50) along its north line, Ipava Avenue along its east line, and 201<sup>st</sup> Street along its south line. The preliminary plat does not include dedication of additional right-of-way at the boundary of the plat for these streets.

Italy Avenue terminates in a dead end at the southwest corner of the subject property. The area proposed on the preliminary plat as Outlot A has frontage along the west side of Italy Avenue. The preliminary plat provides for dedication of right-of-way and construction of a cul-de-sac turnaround meeting the requirements of Section 10-4-3.S of the Subdivision Ordinance eliminating a non-conforming terminus of Italy Avenue. The length of Italy Avenue with the cul-de-sac turnaround complies with the 600 foot limit established by Section 10-4-3.S.3 of the Subdivision Ordinance.

The preliminary plat dedicates right-of-way for public streets to be constructed within the subdivision for access to the proposed detached townhouses and twin homes. The proposed right-of-way completes a public street connection between 201<sup>st</sup> Street and the east terminus of Itasca Lane at the northwest corner of the subject property. The proposed right-of-way is 60 feet wide as required for a local street by Section 10-4-3.P of the Subdivision Ordinance. The submitted plans include construction section designs for Itasca Lane as a 32 foot wide street.

Street A and Street B are cul-de-sac streets with a 60 foot wide right-of-way and 60 foot radius turnaround at the terminus end. Both cul-de-sac streets comply with the minimum depth requirement of 150 feet and limit of 600 feet. The cul-de-sac streets are to be 32 feet wide with a 46 foot radius paved turnaround end.

All right-of-way dedication and street construction plans are subject to review and approval of the City Engineer.

City staff has discussed the need to establish a parking plan for Italy Avenue and Itasca Lane north of 201<sup>st</sup> Street to limit overflow parking from Antlers Park entering into the residential neighborhood. This plan will be developed and implemented concurrent with final plat consideration.

**Pedestrian Access.** There are existing trails on the south side of Kenwood Trail (CSAH 50), west side of Ipava Avenue, and a portion of the south side of 201<sup>st</sup> Street surrounding the preliminary plat. The street section plans for the preliminary plat include a sidewalk on the west and south side of Itasca Lane as required by Section 10-4-3.H of the Subdivision Ordinance. There is also a sidewalk to be added on the north side of 201<sup>st</sup> Street from Itasca Lane to Ipava Avenue. Sidewalk plans are to be subject to review and approval of the City Engineer.

**Tree Preservation.** Section 11-21-11 of the Zoning Ordinance establishes requirements for tree preservation. The developer has prepared an inventory of existing trees within the subject site. The tree inventory and tree preservation plan for the proposed development. The City Forester has reviewed the tree preservation and determined it complies with the Zoning Ordinance.

**Landscaping.** Section 11-57-19.G of the Zoning Ordinance establishes landscape standards for detached townhome and twin home uses within the RST-2 District. A landscape plan has been submitted for the proposed preliminary plat and the City Forester is recommending providing additional tree planting west of Lots 6 and 7, Block 2 to screen from existing houses. The landscape plan must also be revised to provide residential buffer yard planting east of Lots 11-16, Block 1 as required by Section 11-21-9.E of the Zoning Ordinance.

**Stormwater Management.** The submitted plans include grading, drainage, and erosion control information. Wetlands within the subject property have been delineated and buffers as required by Section 11-16-13 of the Zoning Ordinance are shown on the submitted plans. All grading, drainage, stormwater management, erosion control, wetland, and floodplain issues are subject to review and approval of the City Engineer.

**Utilities.** The subject property is within the Municipal Urban Service Area (MUSA). Sewer and water utilities are available at the property and a plan for extension to serve the proposed dwelling units has been submitted. All utility plans are subject to review and approval of the City Engineer.

**Outlots.** The preliminary plat includes three outlots. Outlot A is riparian land adjacent to Lake Marion that may be suitable for platting as a single family lot. The developer will retain Outlot A to consider application for preliminary and final plat approval at a future date. Outlot B and Outlot C encompass wetlands, wetland buffers, and stormwater basins and are to be deeded to the City upon final plat approval for stormwater management purposes. The final plat is to designate the outlots to be deeded to the City as Outlot A and Outlot B with the developer retained land designated as Outlot C for long-term record keeping purposes.

**Park Dedication.** The proposed subdivision is subject to dedication for public parks required by Section 10-4-8 of the Subdivision Ordinance. The 2015 Parks, Trails, and Open Space Plan does not identify areas within the subject property to be acquired for public park purposes. As such, park dedication requirements will be satisfied as a cash fee in lieu of land as set forth by Section 10-4-8.J of the Subdivision Ordinance. The cash fee in lieu of land dedication will be determined at the time of final plat approval subject to the fee schedule in effect at that time. All park dedication requirements are subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.

**Vacation.** There is platted right-of-way within the subject property for Italy Avenue and Nicollet Avenue for streets never constructed. Based on the right-of-way to be platted and construction of Itasca Lane within the preliminary plat, these existing public rights-of-way no longer serve a public purpose. City staff recommends that the rights-of-way be vacated concurrent with approval of a final plat for the subject property.

**Effect of Approval.** Approval of a preliminary plat is valid for one year from the date of City Council action as set forth by Section 10-2-2.D of the Subdivision Ordinance. The developer must submit a final plat application within one year from preliminary plat approval to be processed as outlined by Section 10-2-3 of the Subdivision Ordinance. The developer may request an extension of the preliminary plat approval prior to expiration of the one year period.

## CONCLUSION

The proposed Haven at Lake Marion preliminary plat is consistent with the land use and housing policies of the 2040 Lakeville Comprehensive Plan. Findings of Fact are provided for consideration by the Planning Commission as to the applications for a Comprehensive Plan amendment and Zoning Map amendment.

Furthermore, with approval of the requested Comprehensive Plan amendment and Zoning Map amendment, the proposed preliminary plat complies with the requirements of the Zoning Ordinance and Subdivision Ordinance, including the criteria for approval of a Conditional Use Permit for a Planned Shoreland Development. Findings of Fact regarding the Conditional Use Permit application are also provided for review by the Planning Commission.

City staff and our office recommend approval of the preliminary plat and Conditional Use Permit subject to the following conditions:

1. The preliminary plat shall be valid for a period of one year from the date of City Council of City Council approval unless an extension is granted in accordance with Section 10-2-2.D of the Subdivision Ordinance.

2. Platting of Outlot A as a buildable lot shall be subject to compliance with Title 11, Chapter 101 of the Zoning Ordinance.
3. All right-of-way dedication and street and sidewalk construction plans shall be subject to review and approval of the City Engineer.
4. All tree preservation issues shall be subject to review and approval of the City Forester.
5. All landscape plans shall be subject to review and approval of the City Forester including, but not limited to, the following:
  - a. Provide additional tree planting west of Lots 6 and 7, Block 2 to screen from existing houses.
  - b. The landscape plan shall be revised to provide residential buffer yard planting east of Lots 11-16, Block 1 as required by Section 11-21-9.E of the Zoning Ordinance.
6. All grading, drainage, stormwater management, erosion control, wetland, and floodplain issues shall be subject to review and approval of the City Engineer.
7. Outlot B and Outlot C (as shown on the preliminary plat) shall be deeded to the City for stormwater management purposes.
8. The final plat shall designate the outlots to be deeded to the City as Outlot A and Outlot B with the developer retained land designated as Outlot C.
9. All utility plans shall be subject to review and approval of the City Engineer.
10. The City Council shall consider a resolution approving vacation of existing public right-of-way and drainage and utility easements within the preliminary plat at the time of final plat application.
11. Park dedication requirements shall be satisfied as a cash fee in lieu of land dedication, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.
12. All existing encroachments of structures belonging to abutting property owners shall be removed from the subject property.

Findings of fact for the Comprehensive Land Use and Zoning Map amendments as well as the conditional use permit are attached for your consideration.

- c. Justin Miller, City Administrator  
Tina Goodroad, Community Development Director  
Zachary Johnson, City Engineer  
Joe Masiarchin, Parks and Recreation Director  
Andrea McDowell Poehler, City Attorney



# Memorandum

**To:** Kris Jenson, Planning Manager

**From:** Jonathan Nelson, Assistant City Engineer  
Mac Cafferty, Environmental Resources Manager  
Joe Masiarchin, Parks and Recreation Director

**Copy:** Zach Johnson, City Engineer  
Tina Goodroad, Community Development Director  
Julie Stahl, Finance Director  
Dave Mathews, Building Official

**Date:** April 8, 2026

**Subject:** Haven at Lake Marion

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

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## **BACKGROUND**

Progressive, LLC has submitted a preliminary plat named Haven at Lake Marion. The proposed subdivision is located south of and adjacent to Kenwood Trail (CSAH 50) and west of and adjacent to Ipava Avenue.

The parent parcels are identified as PID Nos. 2283400030 and 22834000030, currently zoned RST-2, RM-1, and RS-3, and are proposed to be rezoned to RST-2 as part of this development.

The preliminary plat consists of fifty-one (51) townhome lots, two (2) common lots, and three (3) outlots on 20.64 acres.

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

- Outlot A: Future development; to be retained by the Developer (0.58 acres)
- Outlot B: Stormwater management basin; to be deeded to the City (5.18 acres)
- Outlot C: Stormwater management basin; to be deeded to the City (1.25 acres)

The proposed development will be completed by:

Developer: Progressive, LLC  
Engineer/Surveyor: Pioneer Engineering

### **SITE CONDITIONS**

The Haven at Lake Marion site consists of undeveloped land with existing wetlands and drainage features identified. Existing topography generally drains east to west toward the proposed stormwater management areas located within the site. Existing public utilities are located within adjacent roadway rights-of-way and will be extended to serve the proposed development. There is an existing shed and clothes line identified in the platted area that must be removed and relocated by the adjacent property owners in coordination with the development. The existing trail connecting Italy Avenue and 199<sup>th</sup> Street will maintain pedestrian access between the two roadways. The site is adjacent to railroad owned and operated right-of-way. Access shall be maintained to existing properties along 201<sup>st</sup> Street and Italy Avenue throughout construction.

### **EASEMENTS**

There are no public easements with the city that are required to be vacated with the preliminary plat. There is right-of-way that is to be vacated with the preliminary plat. There is no existing or planned city-owned infrastructure within the vacated right-of-way area. Perimeter drainage and utility easements shall be provided with the preliminary and final plat in accordance with city ordinance requirements.

### **STREET AND SUBDIVISION LAYOUT**

#### **Kenwood Trail (CSAH 50)**

Haven at Lake Marion is located south of Kenwood Trail, a minor arterial roadway, as identified in the City's Transportation Plan. Kenwood Trail is currently constructed as a four-lane divided urban roadway with a center median. No direct connection is proposed from the development to Kenwood Trail.

#### **Ipava Avenue**

Haven at Lake Marion is located east of and adjacent to Ipava Avenue, a major collector roadway, as identified in the City's Transportation Plan. Ipava Avenue is currently constructed as a two-lane urban roadway.

#### **Itasca Lane**

Development of Haven at Lake Marion includes the construction of Itasca Lane, a local roadway. Itasca Lane is designed as a 32-foot-wide urban roadway with sidewalk facilities consistent with City standards. The Developer will dedicate the required right-of-way as shown on the preliminary plat.

Street A and Street B

Development includes the construction of Street A and Street B, both designed as local cul-de-sac roadways. These streets will be constructed to City standards within dedicated right-of-way and will provide access to adjacent residential lots.

Italy Avenue

Development includes the construction of a cul-de-sac at the existing northern terminus of Italy Avenue. These streets will be constructed to City standards within dedicated right-of-way and will provide access to adjacent residential lots.

**CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue and 201<sup>st</sup> Street. Access to the existing adjacent local roadways shall not be permitted for the construction.

**PARKS, TRAILS AND SIDEWALKS**

The City's Parks, Trails and Open Space Plan does not designate a park within Haven at Lake Marion. The Park Dedication requirement has not been collected on the parent parcel and shall be satisfied through a cash contribution with the final plat.

Development of Haven at Lake Marion includes the construction of public sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of local streets consistent with City Standards.

**UTILITIES**

**SANITARY SEWER**

Haven at Lake Marion is located within subdistrict SC-113 of the South Creek sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development includes the extension of 8-inch public sanitary sewer through the site to serve the proposed lots. Wastewater from the development will be conveyed via existing downstream sanitary sewer infrastructure to the Empire Treatment Facility monitored by meter M649.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and shall be paid with the final plat at the rate in effect at the time of approval. The Lateral Sanitary Sewer Charge has not been collected on the parent parcel and is required with the final plat.

**WATERMAIN**

Haven at Lake Marion includes the extension of 8-inch public watermain through the site to provide water service to the subdivision. Watermain sizing and alignment are consistent with

the City's Comprehensive Water System Plan. The Lateral Watermain Charge has not been collected on the parent parcel and is required with the final plat.

### **DRAINAGE AND GRADING**

Haven at Lake Marion is located within subdistricts ML-105, ML-074 and ML-075 of the Lake Marion stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development includes the construction of three (3) publicly owned and maintained stormwater management basins to collect and treat runoff generated from the site. The basins will be located within Outlots B and C, which will be deeded to the City with the final plat. The stormwater management system shall be designed consistent with City requirements with the final plat.

The final grading plan shall identify all fill lots where building footings will be placed on fill material. Grading specifications shall indicate that all embankments meet FHA/HUD 79G requirements. 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.

Haven at Lake Marion will disturb more than one acre of land. A National Pollutant Discharge Elimination System (NPDES) Construction Permit is required from the Minnesota Pollution Control Agency (MPCA). A copy of the Notice of Stormwater Permit Coverage must be submitted to the City.

### **STORM SEWER**

Haven at Lake Marion includes the construction of public storm sewer systems to collect and convey runoff from public right-of-way and lots to the stormwater management basins within Outlots B and C.

Draintile construction is required in areas of non-granular soils for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and shall be paid with the final plat.

### **RESIDENTIAL BUFFER YARD REQUIREMENTS**

Ipava Avenue is classified as a major collector roadway per the City's Transportation Plan. Buffer yards, including berming and/or plantings of a sufficient density to provide a visual screen and buffer a minimum of ten feet in height, shall be provided adjacent to this roadway consistent with the Zoning Ordinance. A certified as-built grading plan of required berms must be approved by the City prior to installation of buffer plantings.

### **FEMA FLOODPLAIN ANALYSIS**

Haven at Lake Marion is generally shown on the Flood Insurance Rate Map (Map No. 27037C0192E) as Zone X by the Federal Emergency Management Agency (FEMA). There is land shown in undeveloped outlots that is shown as Zone AE. No grading or construction shall be permitted within the area designated as a Special Flood Hazard Area (SFHA) as determined by FEMA. The developer shall coordinate a FEMA LOMA to determine future developability of Outlot A.

### **WETLANDS**

A wetland delineation was completed for the site by Midwest Natural Resources Inc. The wetland delineation was reviewed and approved 8/19/2025. Two wetlands were identified adjacent to the plat. No wetland impacts are proposed with the plat. All wetland and wetland buffers will be placed in city owned outlots with final plat.

### **TREE PRESERVATION**

The tree removal threshold for the Haven at Lake Marion site is 40%. The revised tree preservation plan dated 01-23-2026 identifies 5,944 significant diameter inches on the property and proposes the removal of 2,897 significant diameter inches, or 48.7%. The required tree replacement is 112.5 diameter inches.

Trees as identified as save are to be protected. Tree protection measures are to be installed prior to and maintained during any land disturbance or construction activities.

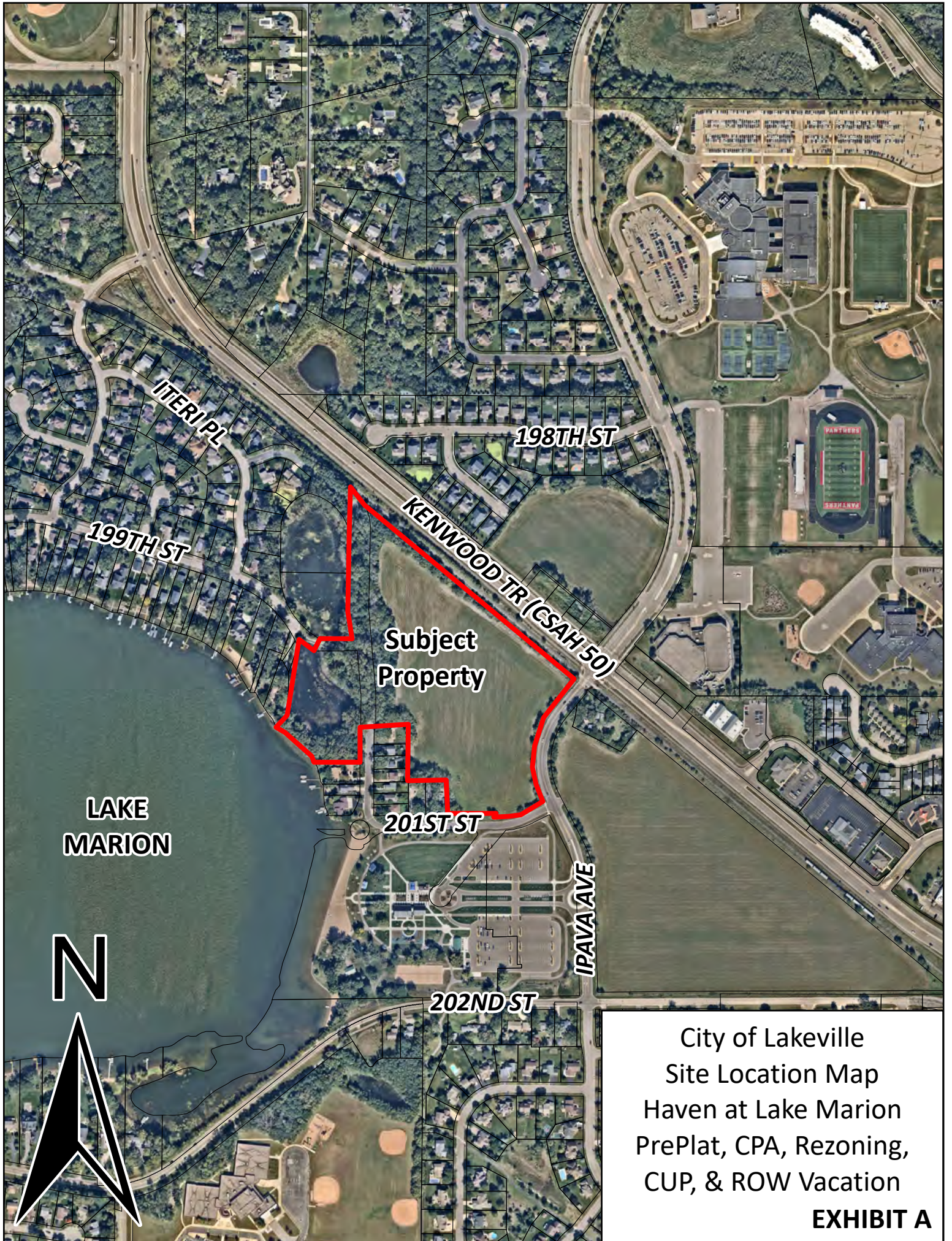
### **EROSION CONTROL**

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

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

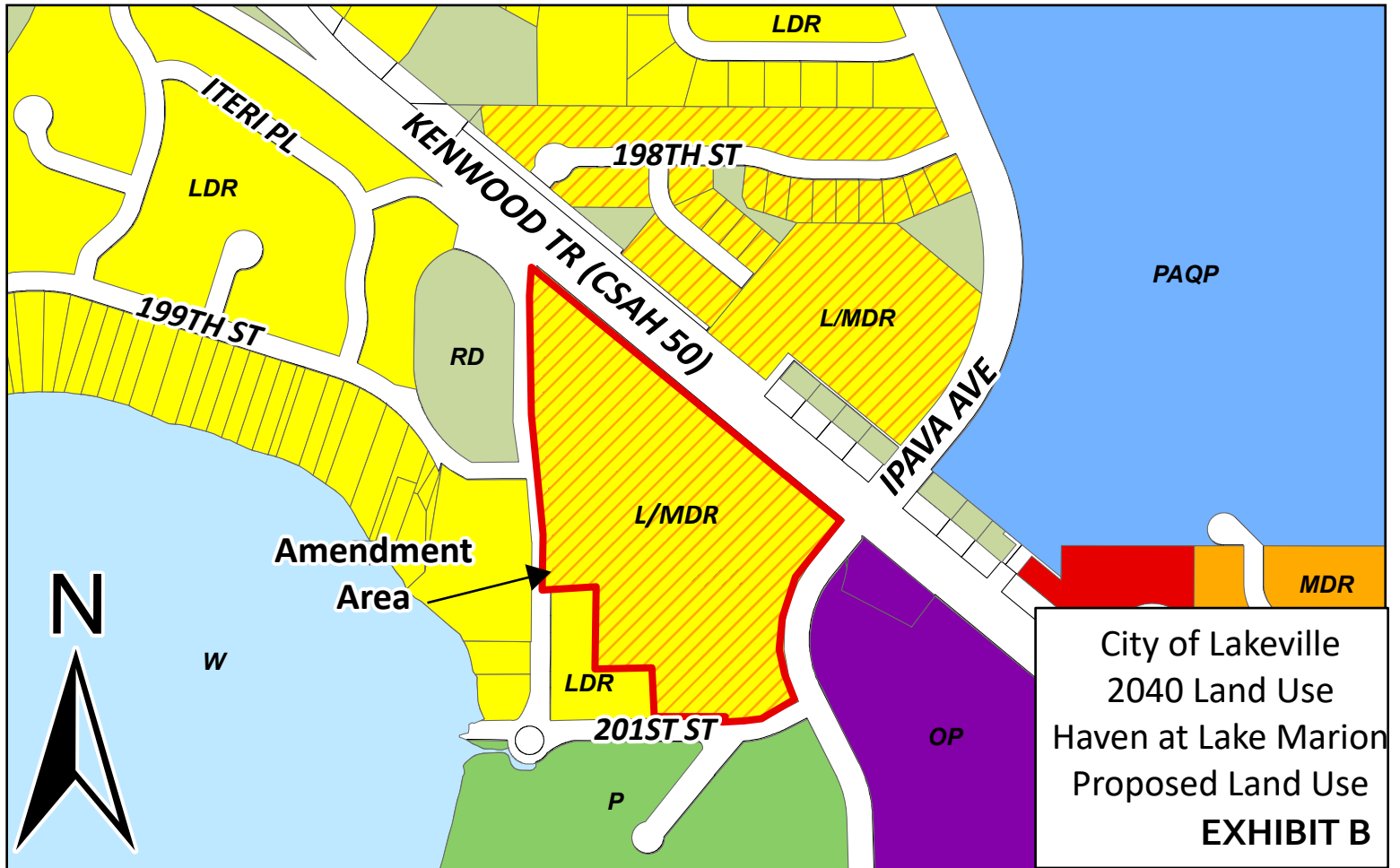
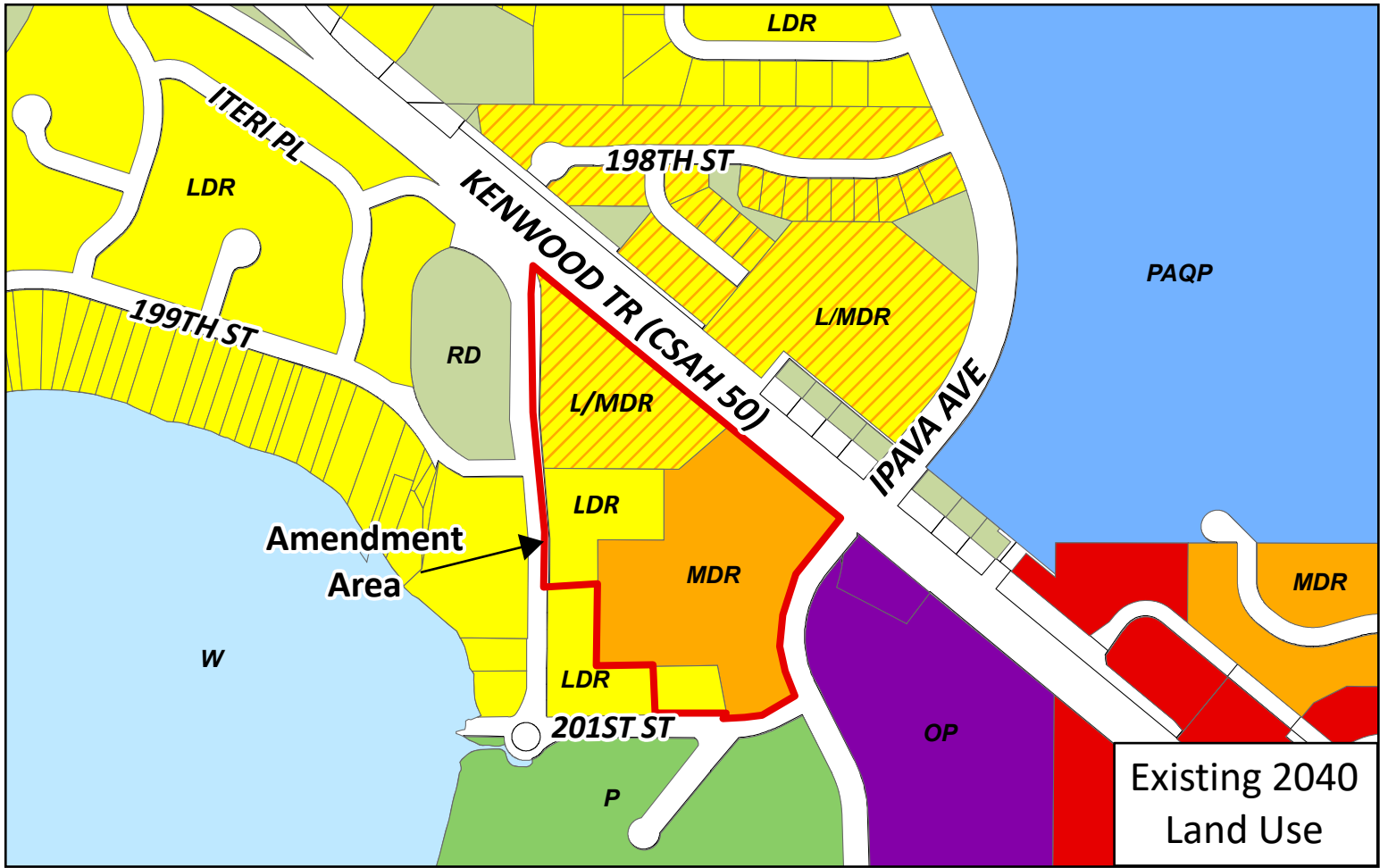
### **RECOMMENDATION**

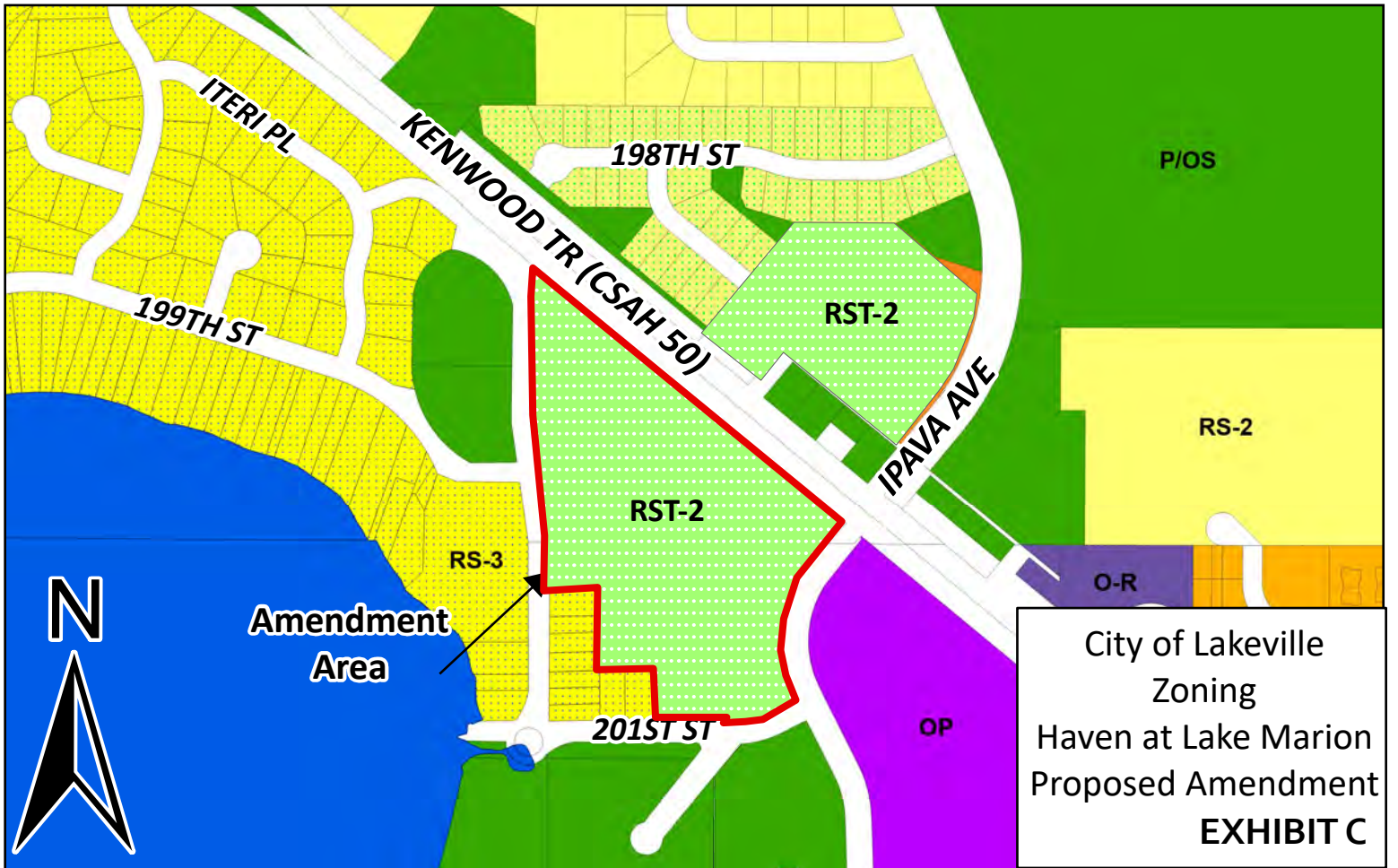
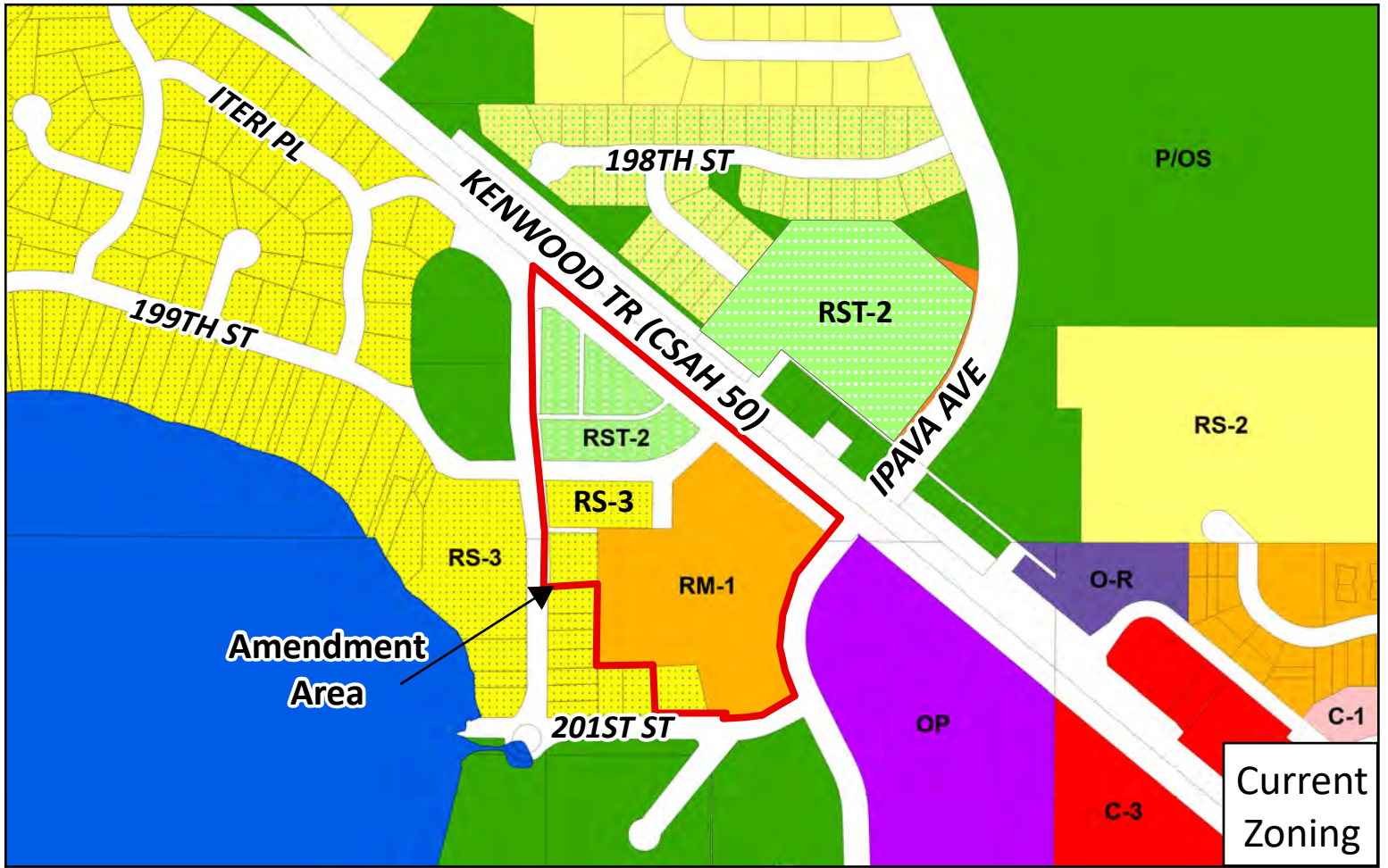
Engineering recommends approval of the Haven at Lake Marion preliminary plat, grading and erosion control plan, and utility plan, subject to the requirements and stipulations within this report.



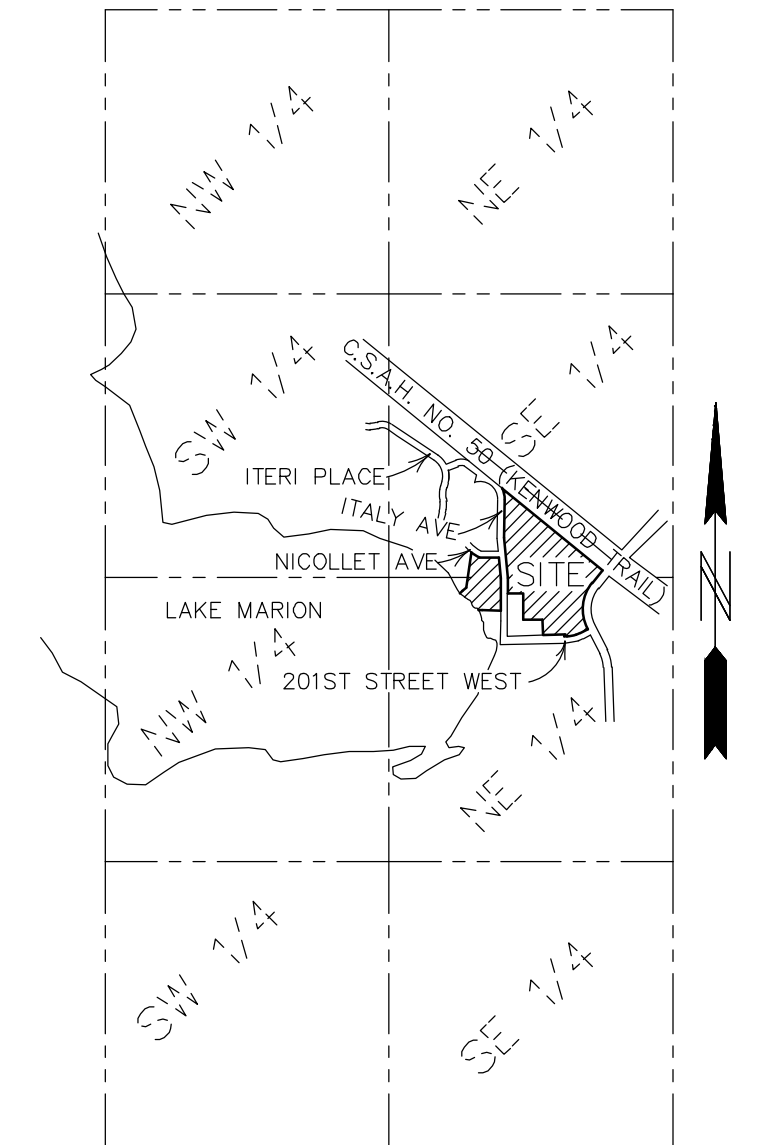
City of Lakeville  
Site Location Map  
Haven at Lake Marion  
PrePlat, CPA, Rezoning,  
CUP, & ROW Vacation

**EXHIBIT A**





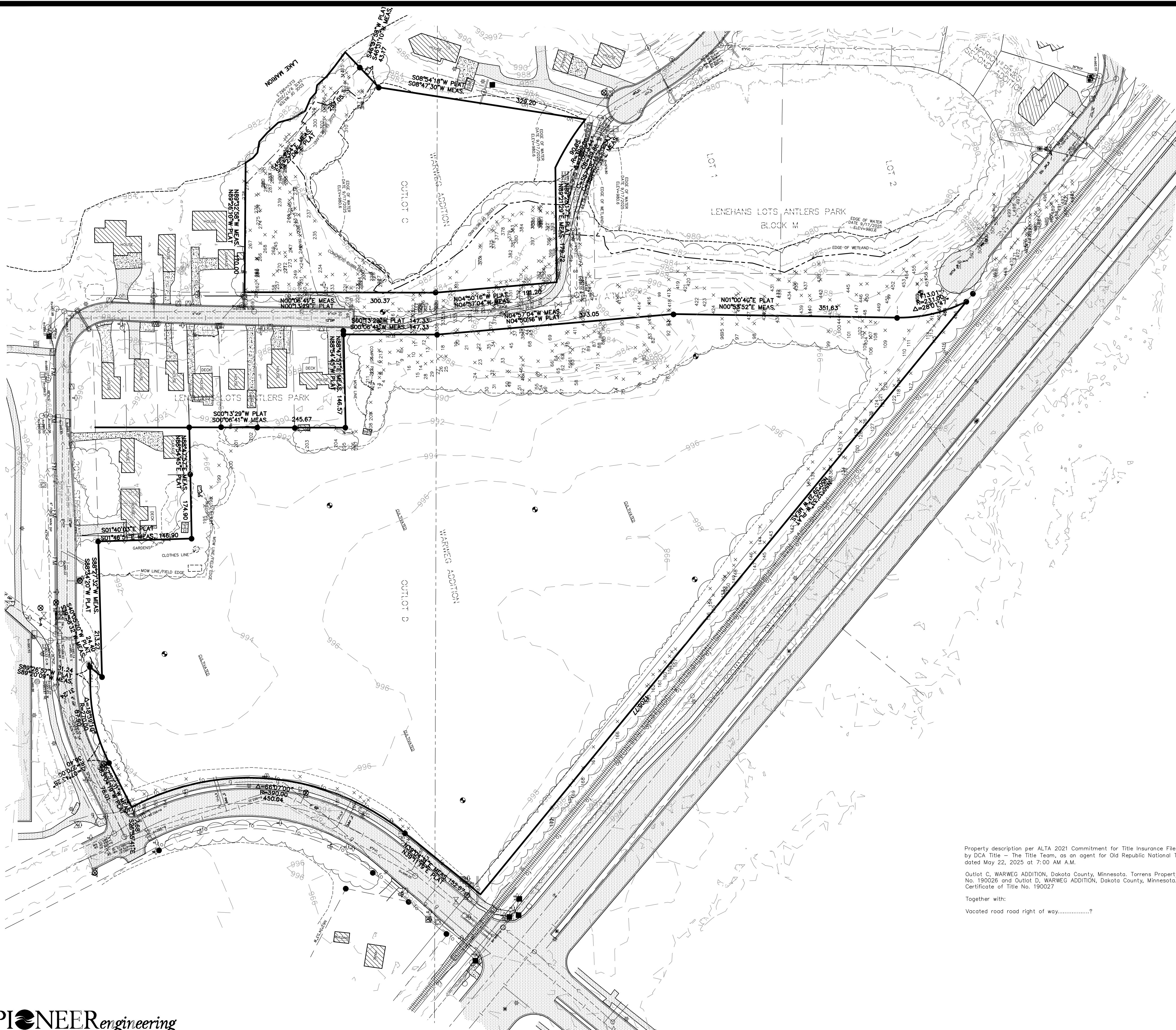
SECTION 19, TWP. 114, RGE. 20  
DAKOTA, MINNESOTA



SECTION 30, TWP. 114, RGE. 20  
DAKOTA, MINNESOTA  
LOCATION MAP  
NO SCALE

LEGEND

- Denotes concrete
- Denotes gravel
- Denotes bituminous
- Denotes riprap
- Denotes tree line
- Denotes storm sewer line
- Denotes sanitary sewer line
- Denotes water line
- Denotes overhead utility lines
- Denotes underground television line
- Denotes underground telephone line
- Denotes underground fiber optic line
- Denotes underground electric line
- Denotes underground petroleum lines
- Denotes underground gas line
- Denotes fence (barbed wire)
- Denotes fence (chain link)
- Denotes fence (wood)
- Denotes 100 year flood level
- Denotes FEMA flood plain boundary
- Denotes catch basin
- Denotes catch basin beehive
- Denotes flared end section
- Denotes gate valve
- Denotes hydrant
- Denotes service
- Denotes cleanout
- Denotes hand hole
- Denotes manhole other than sanitary or storm
- Denotes sanitary or storm manhole
- Denotes utility pole
- Denotes transformer box
- Denotes fiber optic box
- Denotes electric box
- Denotes natural gas meter
- Denotes light pole
- Denotes telephone box
- Denotes television box
- Denotes cast iron monument
- Denotes found iron pipe
- Denotes test hole
- Denotes mailbox
- Denotes sign



Property description per ALTA 2021 Commitment for Title Insurance File Number DC251415, issued by DCA Title - The Title Team, as an agent for Old Republic National Title Insurance Company, dated May 22, 2025 at 7:00 AM A.M.

Outlot C, WARWEG ADDITION, Dakota County, Minnesota. Torrens Property Certificate of Title No. 190026 and Outlot D, WARWEG ADDITION, Dakota County, Minnesota. TORRENS Property Certificate of Title No. 190027

Together with:  
Vacated road road right of way.....?

**EXHIBIT D**

**BENCH MARK**  
TOP NUT HYDRANT LOCATED  
120' WEST OF THE  
INTERSECTION OF IPAVA  
AVE. & 201ST STREET W.  
NORTH SIDE OF STREET.  
E.L.=994.26  
EX-SURV-124207-BASE.DWG

**PIONEER**engineering  
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
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 Professional Engineer under the laws of the State of Minnesota

Name: Peter J. Hawkinson  
Reg. No.: 42299 Date: 11-14-2025

Revisions:  
1. 01-23-2026 City Comments  
1. 03-06-2026 City Comments

Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

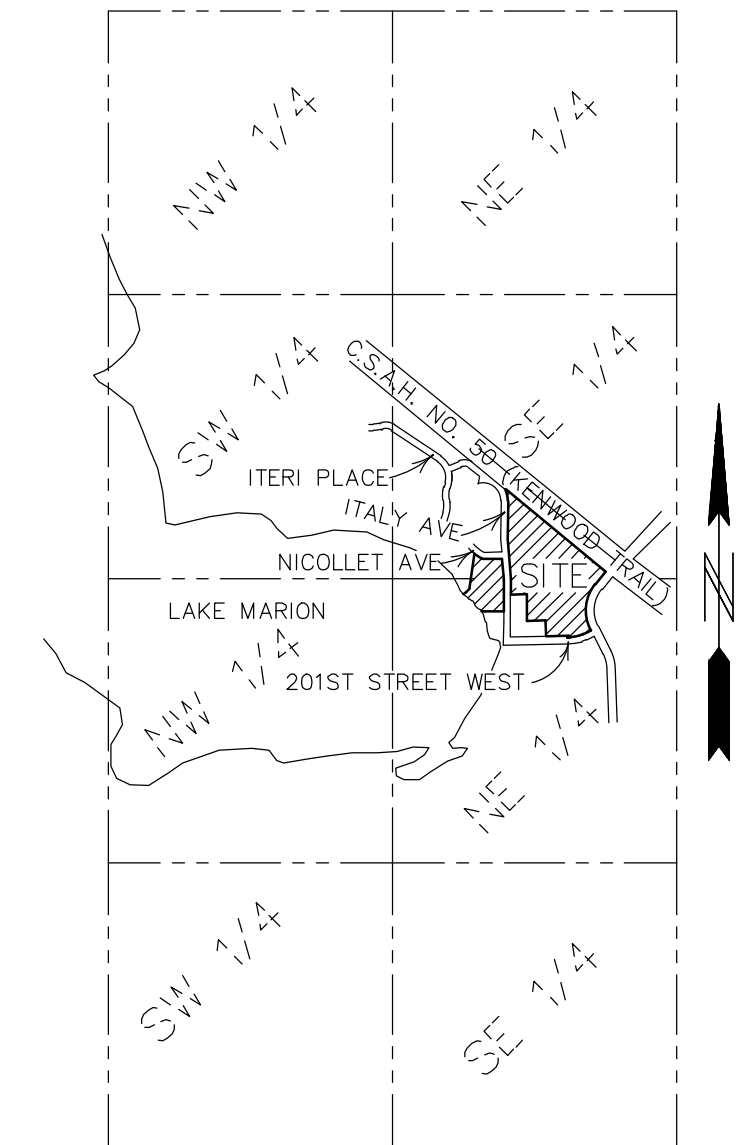
**EXISTING CONDITIONS**

**PROGRESSIVE, LLC**  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

**HAVEN AT LAKE MARION**  
LAKEVILLE, MINNESOTA

2.01 OF 20

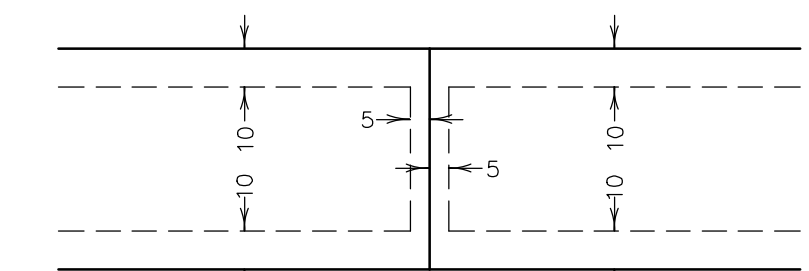
SECTION 19, TWP. 114, RGE. 20  
DAKOTA, MINNESOTA



SECTION 30, TWP. 114, RGE. 20  
DAKOTA, MINNESOTA  
LOCATION MAP  
NO SCALE

NUMBER OF OUTLOTS	3
NUMBER OF LOTS	51
NUMBER OF COMMON LOTS	2
TOTAL OUTLOT AREA	7.0348 ACRES
TOTAL LOT AREA	5.0709 ACRES
TOTAL COMMON AREA	5.0797 ACRES
TOTAL PROPOSED RIGHT OF WAY AREA	3.3877 ACRES
TOTAL GROSS AREA	20.5731 ACRES

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plot.

Property description for preliminary plat purposes only

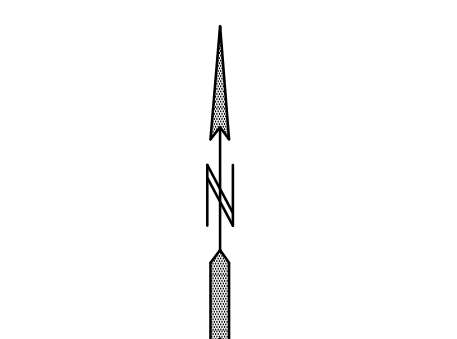
Outlot C, WARWEG ADDITION, Dakota County, Minnesota. Torrens Property Certificate of Title No. 190026 and Outlot D, WARWEG ADDITION, Dakota County, Minnesota. TORRENS Property Certificate of Title No. 190027

And

Vacated Italy Avenue and vacated Nicollet Avenue.

Except that part of vacated Italy Avenue and vacated Nicollet Avenue laying northerly and westerly of the following described line and its extensions.

Commencing at the northeast corner of Outlot C, WARWEG ADDITION according to the recorded plat thereof, thence South 89 degrees 21 minutes 29 seconds West, assumed bearing along the north line of said Outlot C, 179.72 feet; thence northwesterly 90.05 feet along said north line, along a non-tangential curve concave to the northeast, radius 390.00 feet, central angle 13 degrees 13 minutes 46 seconds and chord bearing North 58 degrees 05 minutes 32 seconds West to the northwest corner of said Outlot C; thence North 38 degrees 31 minutes 21 seconds East, 30.00 feet to the centerline of said Nicollet Avenue to the point of beginning; thence southeasterly 78.35 feet along said centerline, along a non-tangential curve concave to the northeast, radius 360.00 feet, central angle 12 degrees 09 minutes 03 seconds and chord bearing South 57 degrees 33 minutes 11 seconds East; Thence North 89 degrees 21 minutes 29 seconds East, along said centerline, 203.50 feet to the centerline of said vacated Italy Avenue; Thence North 04 degrees 57 minutes 04 seconds West along said centerline, 153.02 feet; Thence North 00 degrees 53 minutes 52 seconds East, along said centerline, 216.29 feet; Thence North 89 degrees 06 minutes 08 seconds West, 33.00 feet to the westerly right-of-way of said vacated Italy Avenue; Thence North 00 degrees 53 minutes 52 seconds East, along said westerly right-of-way line, 94.56 feet; thence South 89 degrees 06 minutes 08 seconds East, 33.00 feet to the said centerline of said vacated Italy Avenue; thence North 00 degrees 53 minutes 52 seconds West, along said centerline of vacated Italy Avenue, 42.46 feet; Thence Northwesterly 40.12 feet along said centerline of said vacated Italy Avenue, along a tangential curve concave to the west, central angle 11 degrees 53 minutes 36 seconds, radius 198.00 feet to the southerly right of way of Itasca Lane.



# EXHIBIT E

00-SURV-124207-BASE.DWG

**PIONEER engineering**  
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

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 Professional Surveyor under the laws of the State of Minnesota

Name: Peter J. Hawkinson  
Reg. No.: 42299 Date: 11-14-2025

Revisions:  
1. 01-23-2026 City Comments  
1. 03-06-2026 City Comments

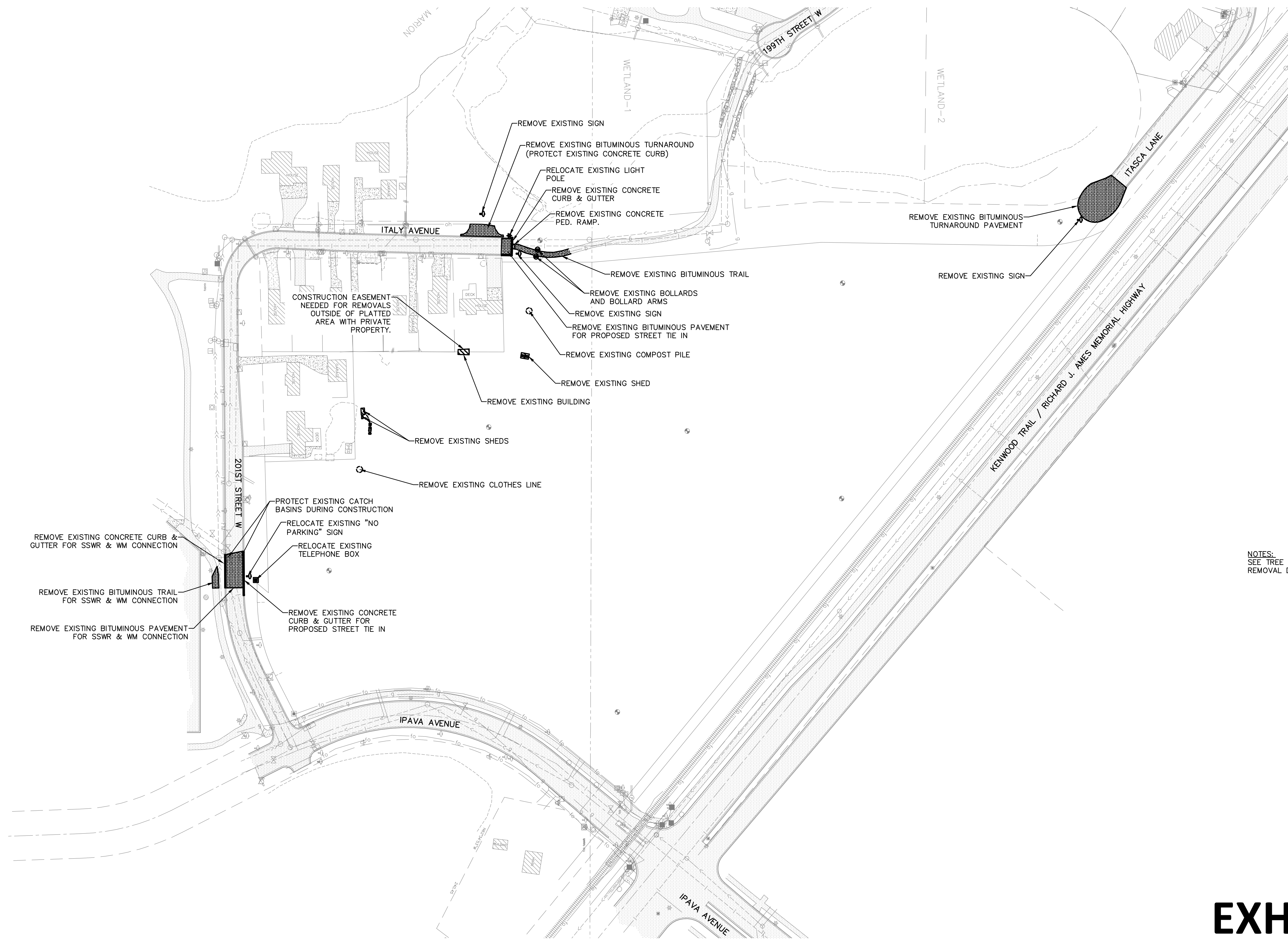
Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

PRELIMINARY PLAT

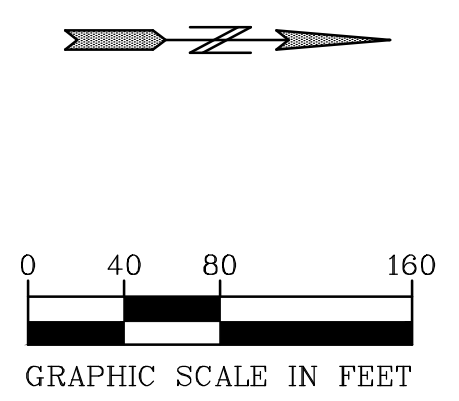
PROGRESSIVE, LLC  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
LAKEVILLE, MINNESOTA

3.01 OF 20



NOTES:  
SEE TREE PRESERVATION PLAN FOR TREE REMOVAL DESIGNATIONS.



# EXHIBIT F

**BENCH MARK**  
TOP NUT HYDRANT LOCATED 120' WEST OF THE INTERSECTION OF IPAVA AVE. & 201ST STREET W. NORTH SIDE OF STREET. EL.=994.26

00-ENG-124207-SHEET-DEMO

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: John M. Molinaro  
Reg. No.: 45831  
Date: 11-14-2025

Revisions:  
1. 01-23-2026 City Comments  
2. 03-06-2026 City Comments  
3. 03-31-2026 City Comments  
4. 04-07-2026 Italy Ave. Access

Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

**PRELIMINARY REMOVALS PLAN**

**PROGRESSIVE, LLC**  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

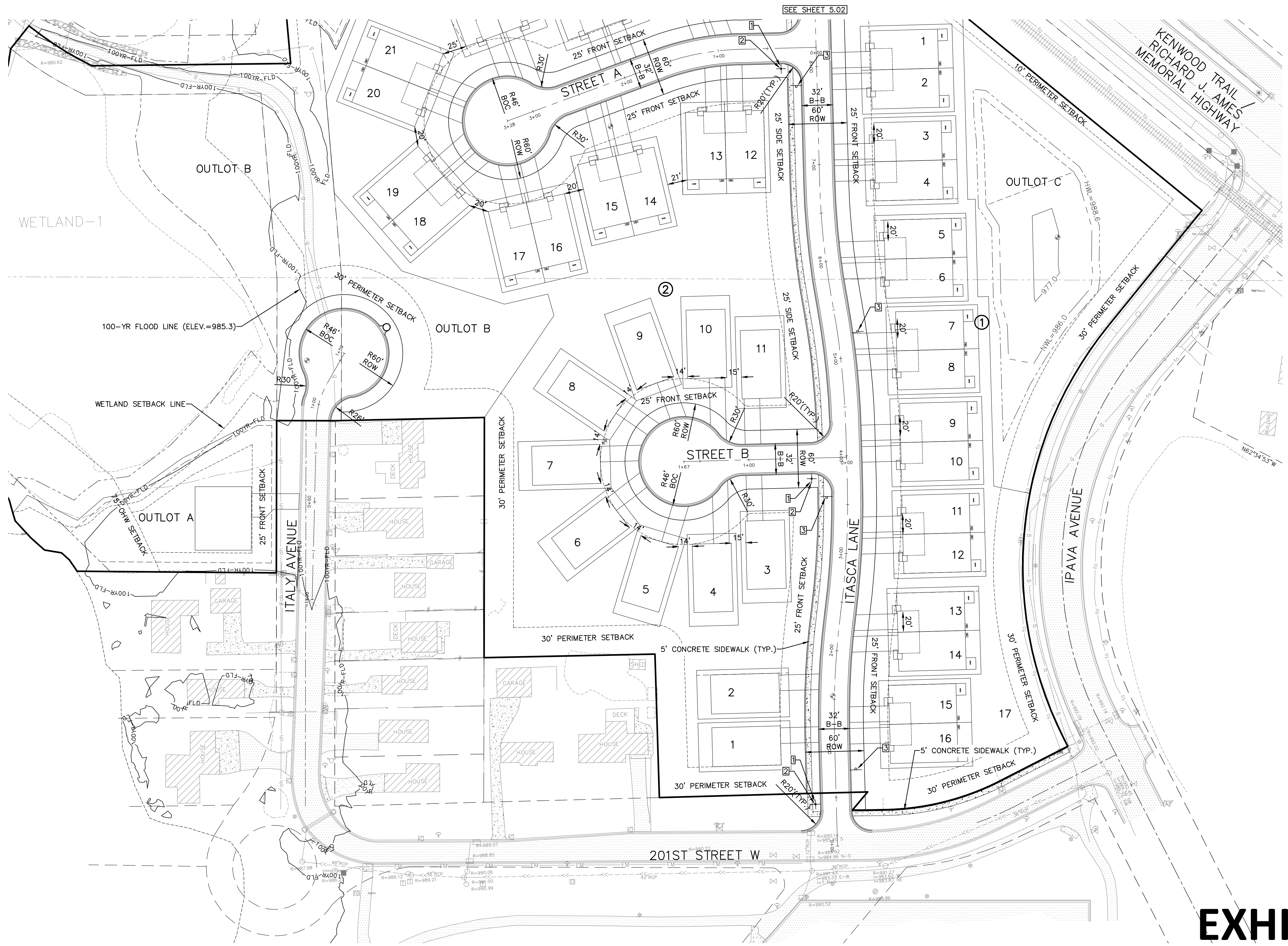
**HAVEN AT LAKE MARION**  
LAKEVILLE, MINNESOTA

4.01 OF 20

SEE SHEET 5.02

SETBACKS	
SHORELAND:	
FROM OHW:	75'
BETWEEN BUILDINGS:	
DETACHED TOWNHOME	14'
TOWNHOME	20'
PERIMETER:	30'
FRONT/SIDE:	25'
LOW OPENING:	1' + EOF
LOW FLOOR:	2' + HWL

SIGNAGE LEGEND	
1	STOP R1-1
2	STREET SIGNS
3	NO PARKING SIGN



# EXHIBIT G



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 Professional Engineer under the laws of the State of Minnesota.

Name: John M. Molinaro  
Reg. No.: 45831  
Date: 11-14-2025

Revisions:  
1. 01-23-2026 City Comments  
2. 03-06-2026 City Comments  
3. 03-31-2026 City Comments  
4. 04-07-2026 Italy Ave. Access

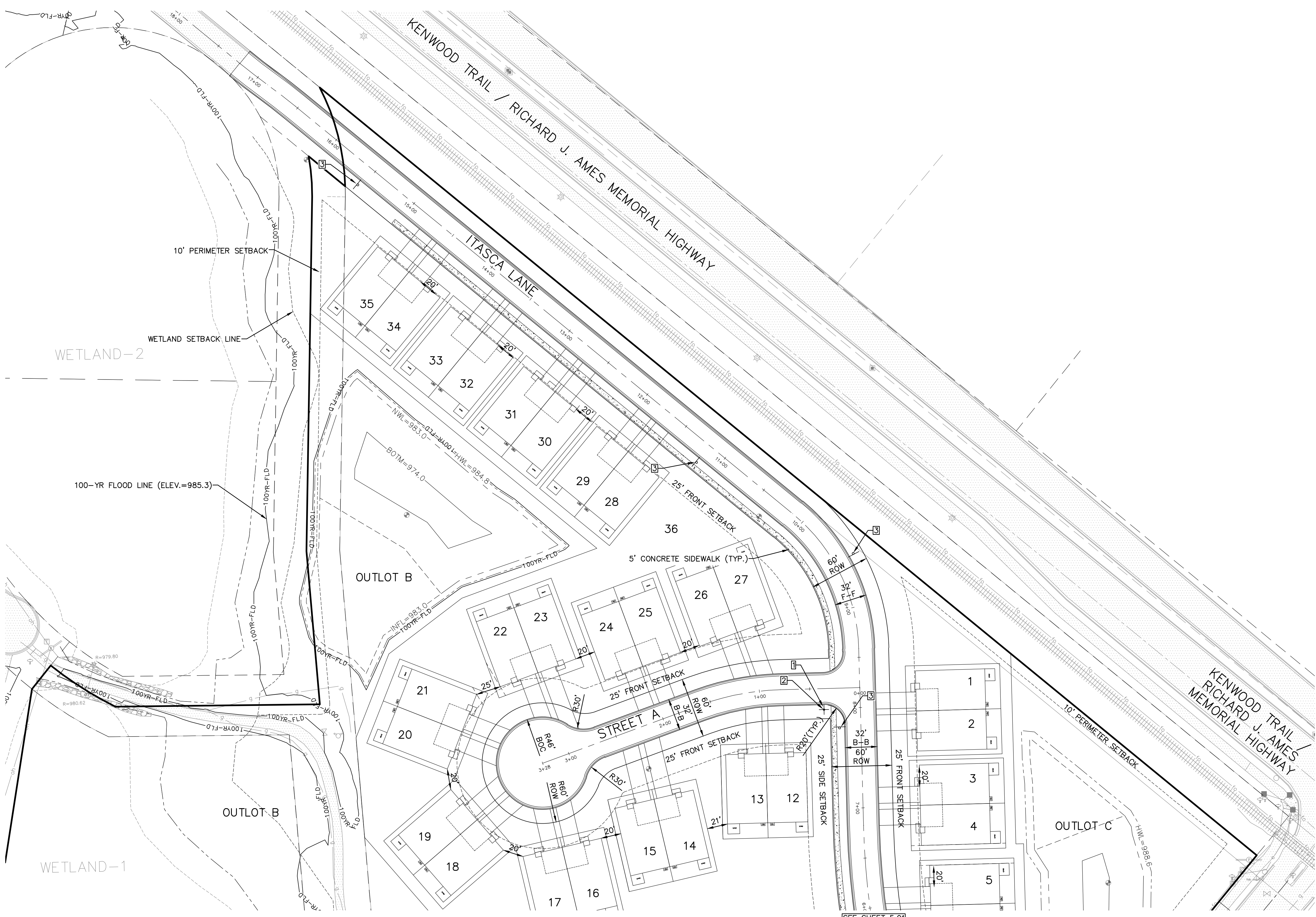
Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

PRELIMINARY SITE PLAN

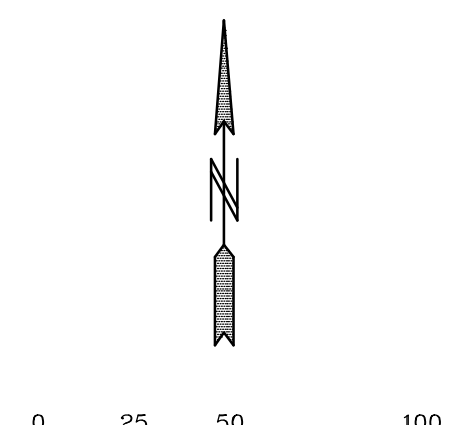
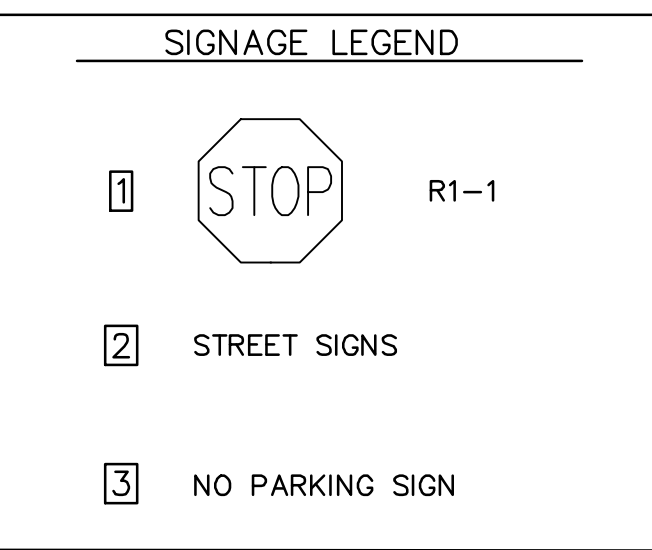
PROGRESSIVE, LLC  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
LAKEVILLE, MINNESOTA

5.01 OF 20



SETBACKS	
SHORELAND:	
FROM OHW:	75'
BETWEEN BUILDINGS:	
DETACHED TOWNHOME	14'
TOWNHOME	20'
PERIMETER:	30'
FRONT/SIDE:	25'
LOW OPENING:	1' + EOF
LOW FLOOR:	2' + HWL



**BENCH MARK**  
TOP NUT HYDRANT LOCATED  
120' WEST OF THE  
INTERSECTION OF IPAVA  
AVE. & 201ST STREET W.  
NORTH SIDE OF STREET.  
EL.=994.26  
00-ENG-124207-SHEET-SITE

**PIONEER** engineering  
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
2422 Enterprise Drive  
Mendota Heights, MN 55120  
(651) 681-1914  
Fax: 681-9488  
www.pioneereng.com

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Name: John M. Molinaro  
Reg. No.: 45831  
Date: 11-14-2025

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3. 03-31-2026 City Comments  
4. 04-07-2026 Italy Ave. Access

Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

PRELIMINARY SITE PLAN

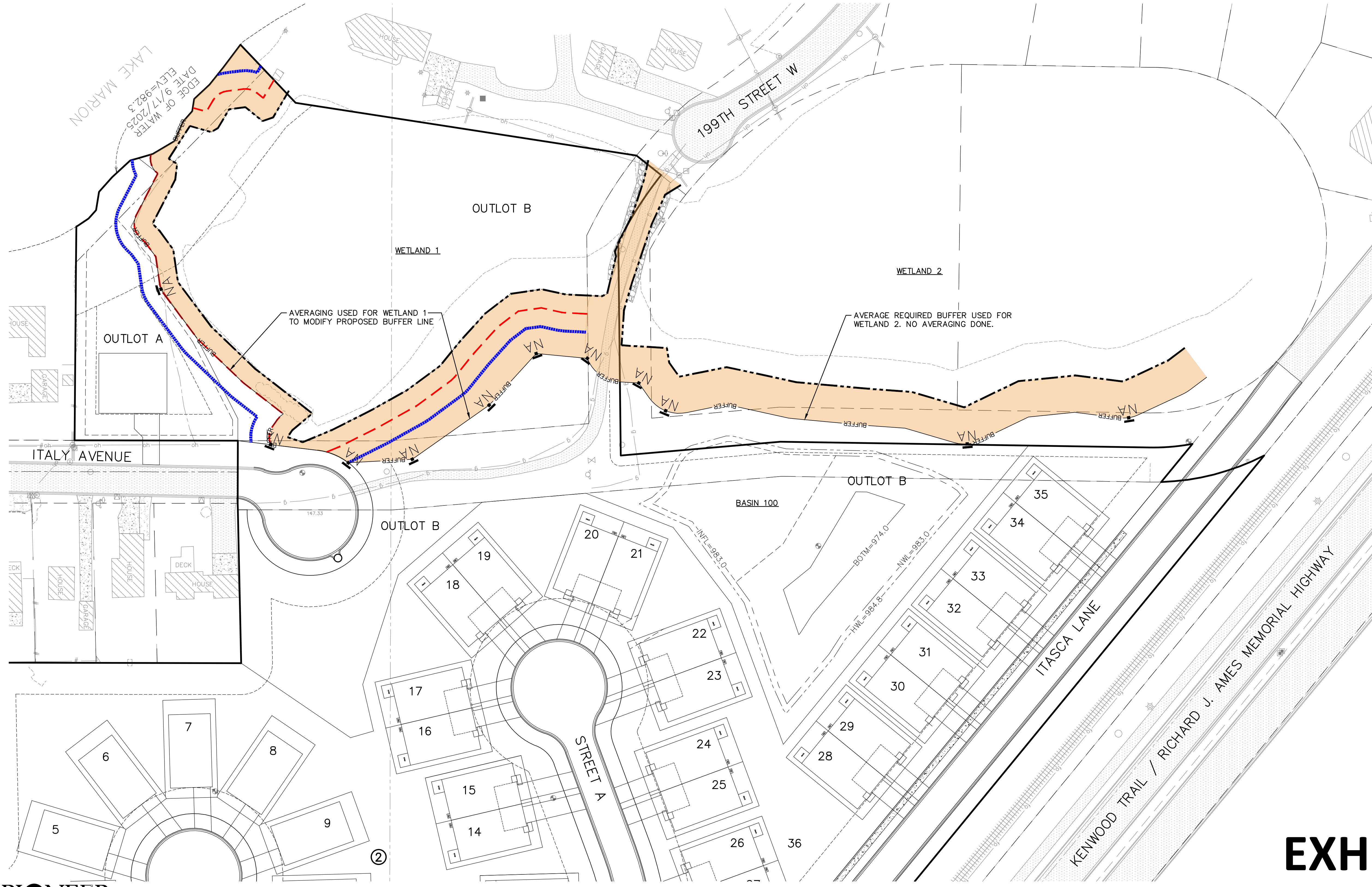
PROGRESSIVE, LLC  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
LAKEVILLE, MINNESOTA

5.02 OF 20

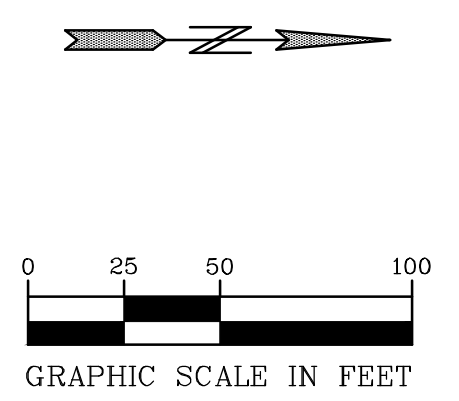
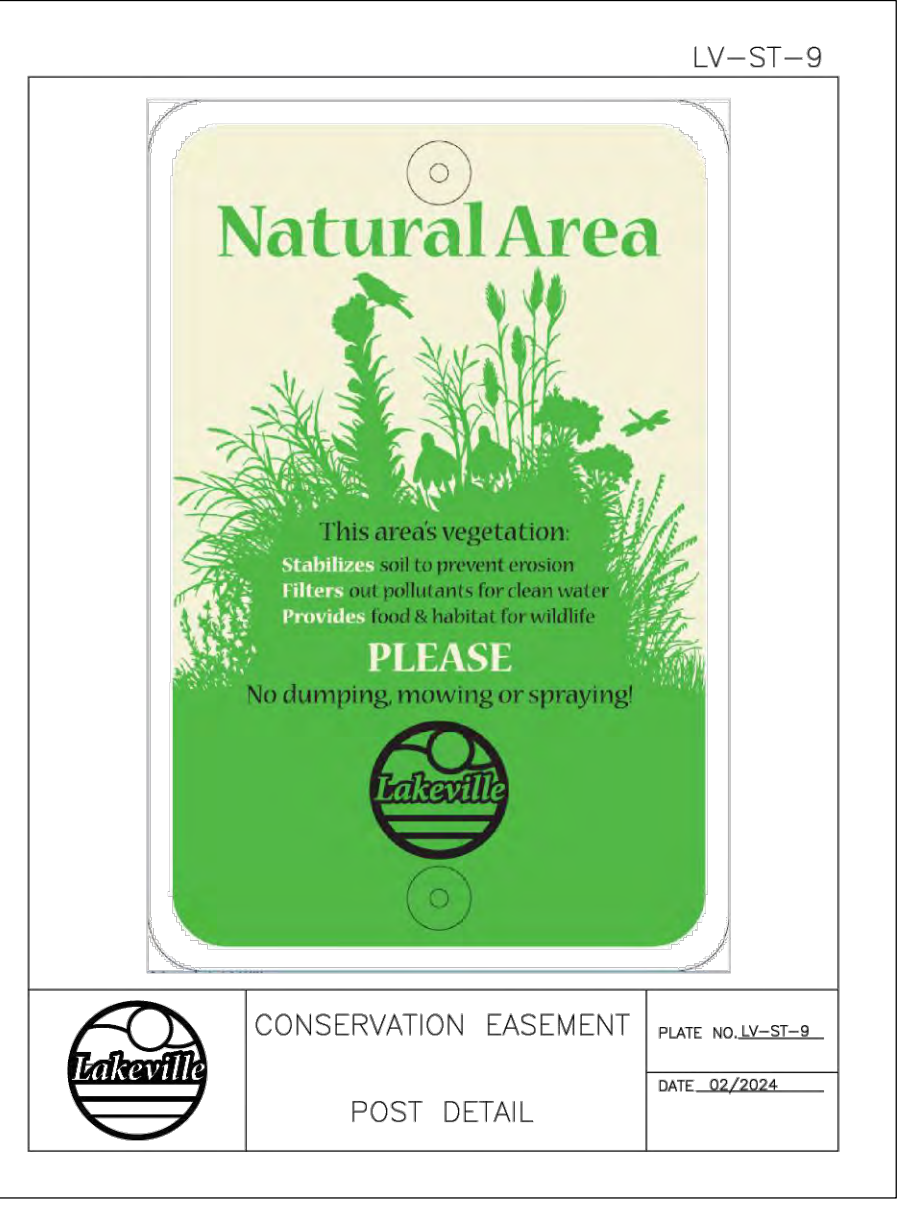
WETLAND NAME	REQUIRED AVERAGE BUFFER AREA (S.F.)	PROVIDED BUFFER AREA (S.F.)
WETLAND 1	26,264	26,760
WETLAND 2	NA (NO AVERAGING DONE)	

ALL WETLANDS DESIGNATED "MANAGE I"  
 MINIMUM BUFFER 17.5'  
 AVERAGE BUFFER 35'



**LEGEND**

	CONSERVATION EASEMENT/ NATURAL AREA BUFFER SIGN
	WETLAND BUFFER PROPOSED
	WETLAND BUFFER AREA
	DELINEATED WETLAND LINE
	WETLAND BUFFER MIN REQ'D
	WETLAND BUFFER AVG REQ'D



**EXHIBIT H**

**BENCH MARK**  
 TOP NUT HYDRANT LOCATED 120' WEST OF THE INTERSECTION OF IPAVA AVE. & 201ST STREET W. NORTH SIDE OF STREET. EL.=994.26  
 00-ENG-124207-SHEET-WETL

**PIONEER engineering**  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
 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 Professional Engineer under the laws of the State of Minnesota.  
 Name: John M. Molinaro  
 Reg. No.: 45831  
 Date: 11-14-2025

Revisions:  
 1. 01-23-2026 City Comments  
 2. 03-06-2026 City Comments  
 3. 03-31-2026 City Comments  
 4. 04-07-2026 Italy Ave. Access

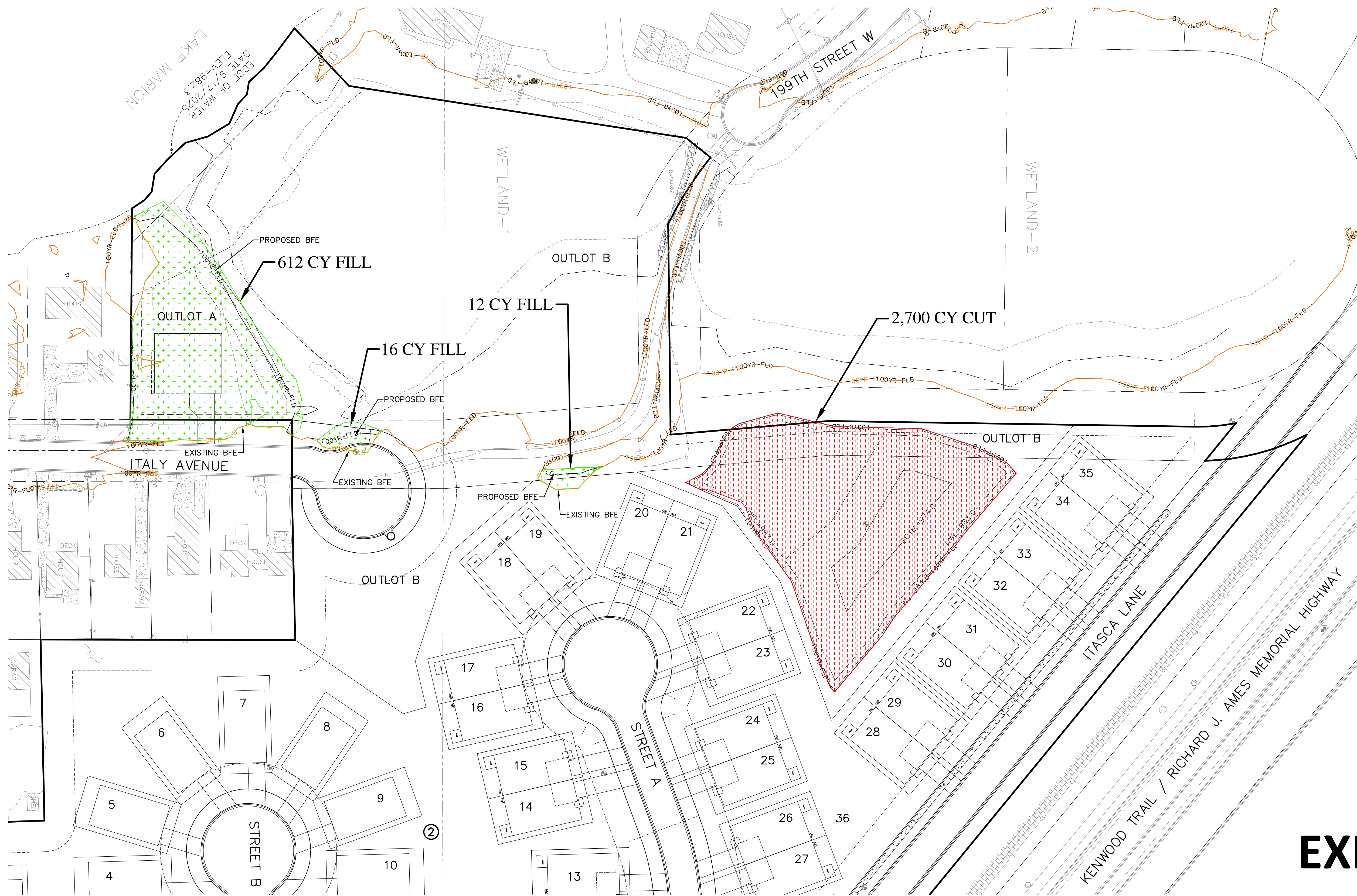
Date: 11-14-2025  
 Designed: BNM/MBG  
 Drawn: MBG

PRELIMINARY WETLAND PLAN

PROGRESSIVE, LLC  
 21025 EDMONTON AVENUE  
 FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
 LAKEVILLE, MINNESOTA

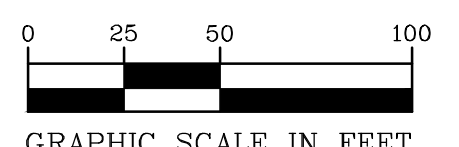
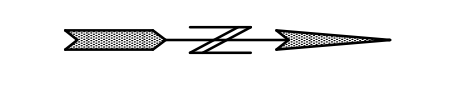
5.11 OF 20



**LEGEND**

	100YR-FLD	PROPOSED BFE
	100YR-FLD	EXISTING BFE
		FILL BELOW BFE (985.3)
		CUT BELOW BFE (985.3)

# EXHIBIT I



**BENCH MARK**  
 TOP NUT HYDRANT LOCATED  
 120' WEST OF THE  
 INTERSECTION OF IPAVA  
 AVE. & 201ST STREET W.  
 NORTH SIDE OF STREET.  
 EL.=994.26  
 00-ENG-124207-SHEET-FLOOD-IMPACT

FLOOD PLAIN IMPACT SUMMARY	
TOTAL CUT BELOW BFE	2700 C.Y.
TOTAL FILL BELOW BFE	640 C.Y.
<b>NET</b>	<b>2060 C.Y. CUT</b>

**PIONEER engineering**  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
 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 Professional Engineer under the laws of the State of Minnesota

Name: John M. Molinaro  
 Reg. No.: 45831 Date: 11-14-2025

Revisions:  
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 2. 03-06-2026 City Comments  
 3. 03-31-2026 City Comments  
 4. 04-07-2026 Italy Ave. Access

Date: 11-14-2025  
 Designed: BNM/MBG  
 Drawn: MBG

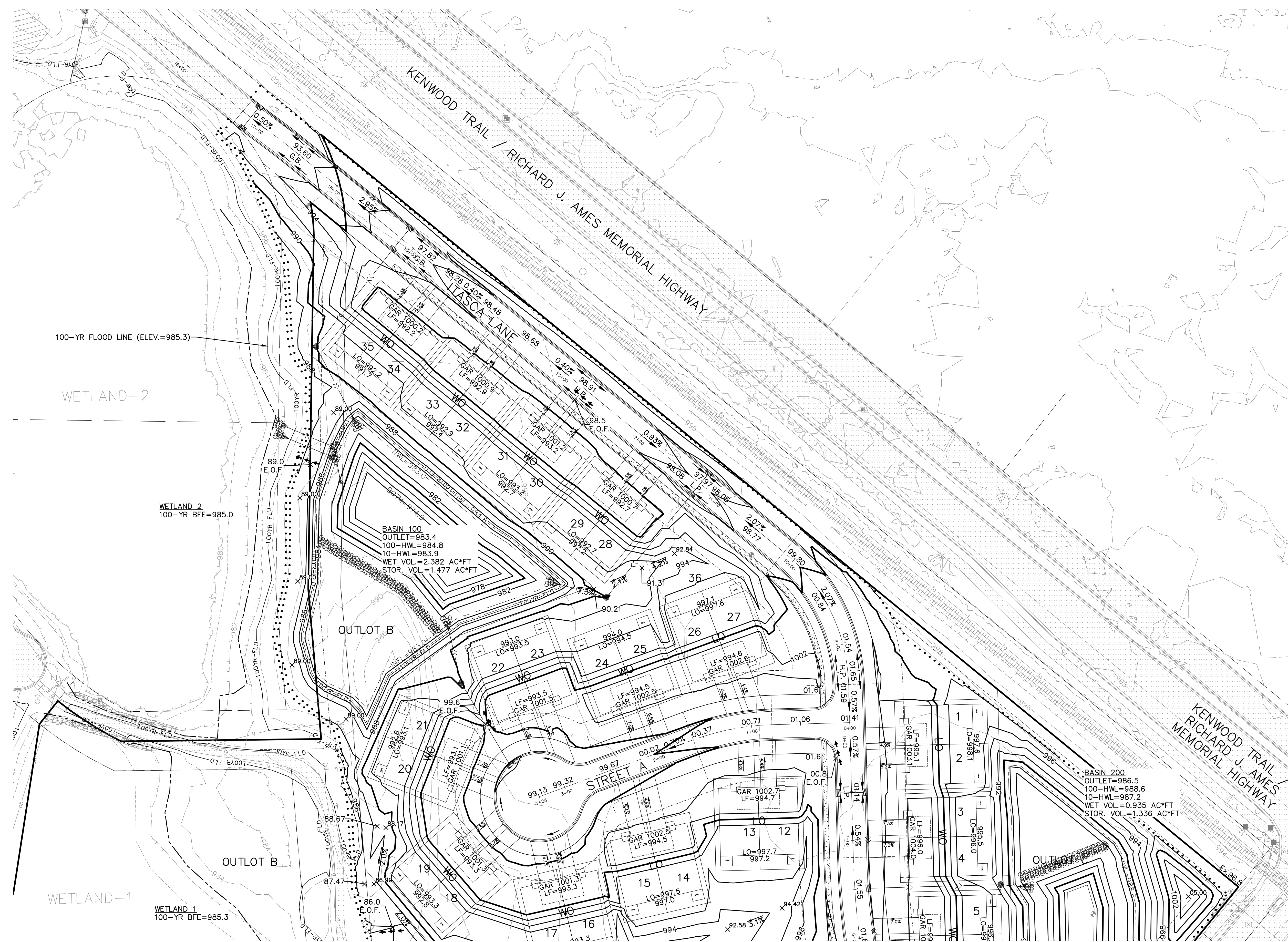
**PRELIMINARY FLOOD PLAIN IMPACT & MITIGATION PLAN**

**PROGRESSIVE, LLC**  
 21025 EDMONTON AVENUE  
 FARMINGTON, MINNESOTA 55024

**HAVEN AT LAKE MARION**  
 LAKEVILLE, MINNESOTA

5.21 OF 20

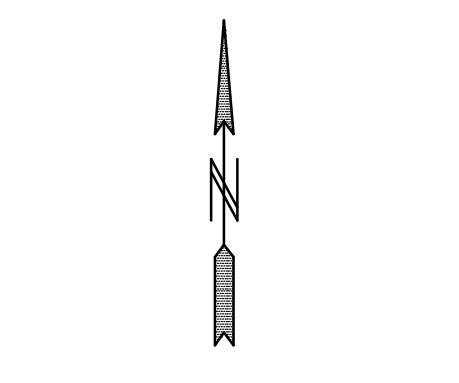




SETBACKS	
SHORELAND:	75'
BETWEEN BUILDINGS:	14'
DETACHED TOWNHOME	20'
PERIMETER:	30'
FRONT/SIDE:	25'
LOW OPENING:	1' + EOF
LOW FLOOR:	2' + HWL

BASIN 100  
 OUTLET=983.4  
 100-HWL=984.8  
 10-HWL=983.9  
 WET VOL.=2.382 AC\*FT  
 STOR. VOL.=1.477 AC\*FT

BASIN 200  
 OUTLET=986.5  
 100-HWL=988.6  
 10-HWL=987.2  
 WET VOL.=0.935 AC\*FT  
 STOR. VOL.=1.336 AC\*FT



GRAPHIC SCALE IN FEET  
**BENCH MARK**  
 TOP NUT HYDRANT LOCATED  
 120' WEST OF THE  
 INTERSECTION OF IPAVA  
 AVE. & 201ST STREET W.  
 NORTH SIDE OF STREET.  
 EL.=994.26  
 00-ENG-124207-SHEET-GRAD

**PIONEER**engineering  
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 Mendota Heights, MN 55120  
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 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 Professional Engineer under the laws of the State of Minnesota  
 Name: John M. Molinaro  
 Reg. No.: 45831  
 Date: 11-14-2025

Revisions:  
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 3. 03-31-2026 City Comments  
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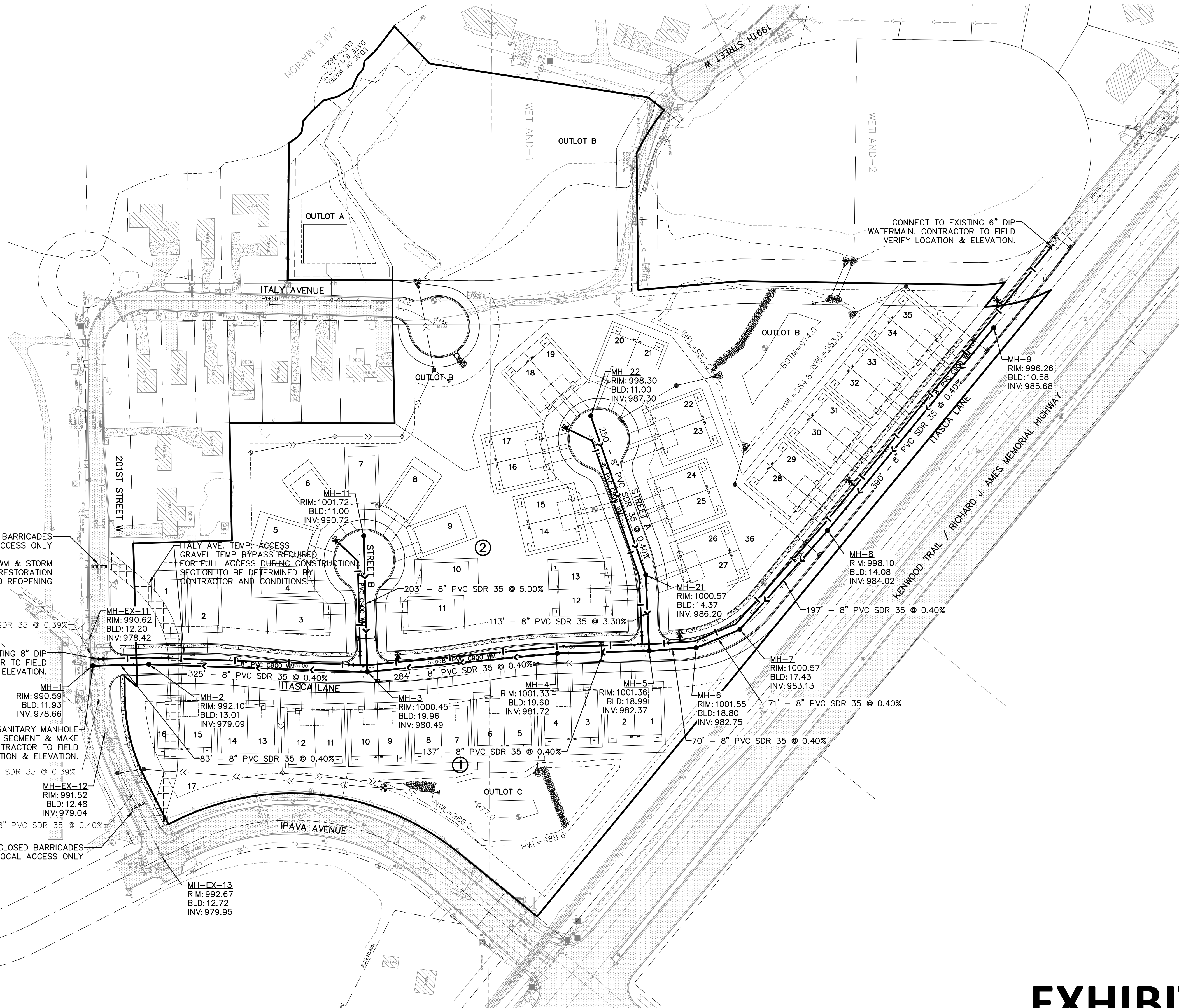
Date: 11-14-2025  
 Designed: BNM/MBG  
 Drawn: MBG

PRELIMINARY GRADING PLAN

PROGRESSIVE, LLC  
 21025 EDMONTON AVENUE  
 FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
 LAKEVILLE, MINNESOTA

6.02 OF 20



ROAD CLOSED BARRICADES LOCAL ACCESS ONLY

\*COMPLETE SAN., WM & STORM CONSTRUCTION & RESTORATION ON 201ST PRIOR TO REOPENING

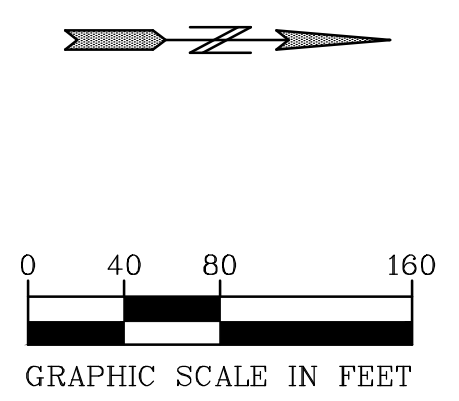
CONNECT TO EXISTING 8" DIP WATERMAIN. CONTRACTOR TO FIELD VERIFY LOCATION & ELEVATION.

CONSTRUCT PROPOSED SANITARY MANHOLE OVER EXISTING PIPE SEGMENT & MAKE CONNECTION. CONTRACTOR TO FIELD VERIFY LOCATION & ELEVATION.

ROAD CLOSED BARRICADES LOCAL ACCESS ONLY

CONNECT TO EXISTING 6" DIP WATERMAIN. CONTRACTOR TO FIELD VERIFY LOCATION & ELEVATION.

ITALY AVE. TEMP. ACCESS GRAVEL TEMP. BYPASS REQUIRED FOR FULL ACCESS DURING CONSTRUCTION SECTION TO BE DETERMINED BY CONTRACTOR AND CONDITIONS.



# EXHIBIT K

**BENCH MARK**  
TOP NUT HYDRANT LOCATED 120' WEST OF THE INTERSECTION OF IPAVA AVE. & 201ST STREET W. NORTH SIDE OF STREET. EL.=994.26



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 Professional Engineer under the laws of the State of Minnesota

Name: John M. Molinaro  
Reg. No.: 45831  
Date: 11-14-2025

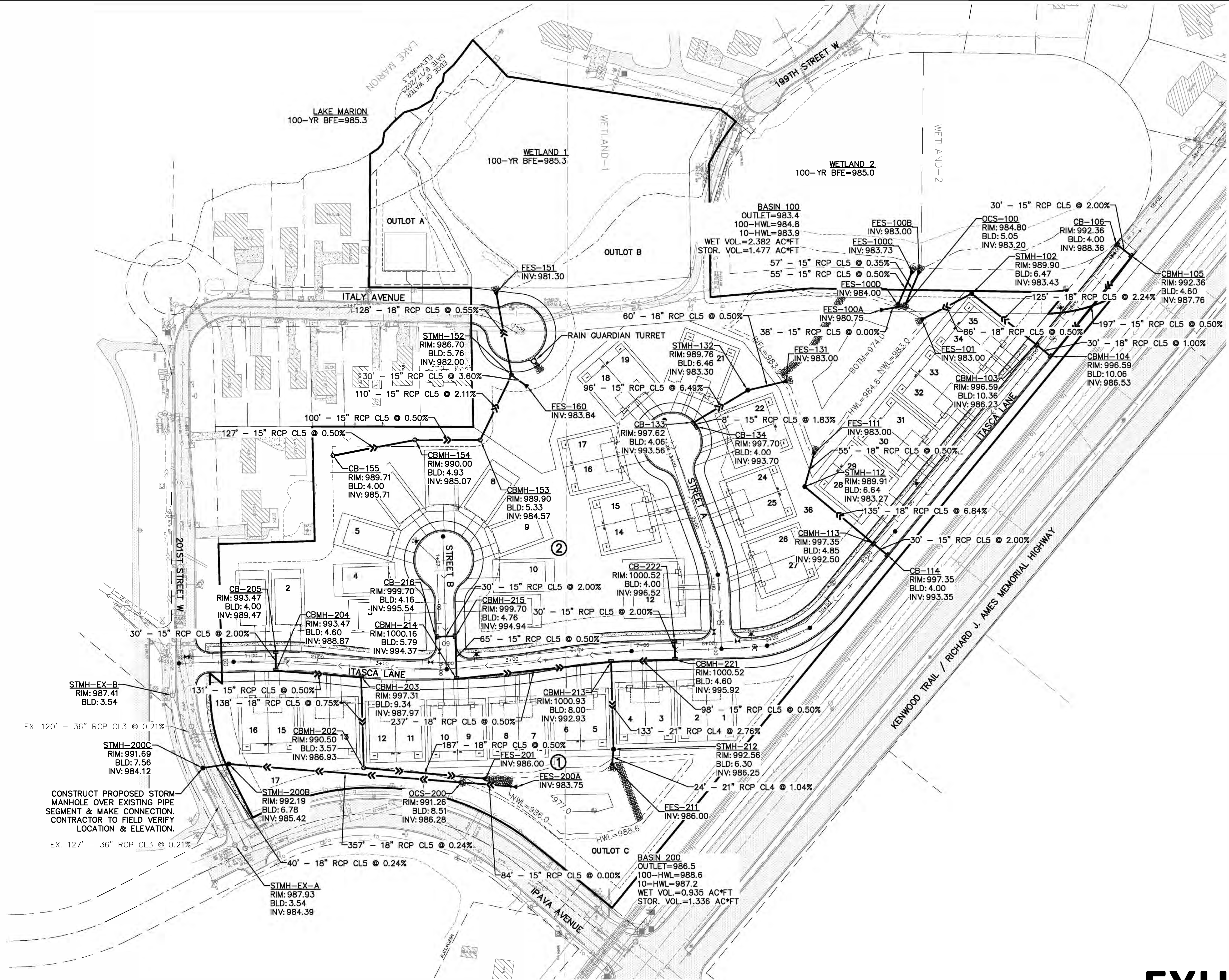
Revisions:  
1. 01-23-2026 City Comments  
2. 03-06-2026 City Comments  
3. 03-31-2026 City Comments  
4. 04-07-2026 Italy Ave. Access

Date: 11-14-2025  
Designed: BNM/MBG  
Drawn: MBG

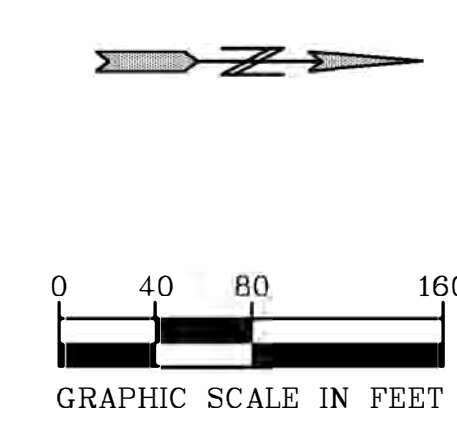
## PRELIMINARY SANITARY SEWER & WATERMAIN PLAN

PROGRESSIVE, LLC  
21025 EDMONTON AVENUE  
FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION  
LAKEVILLE, MINNESOTA

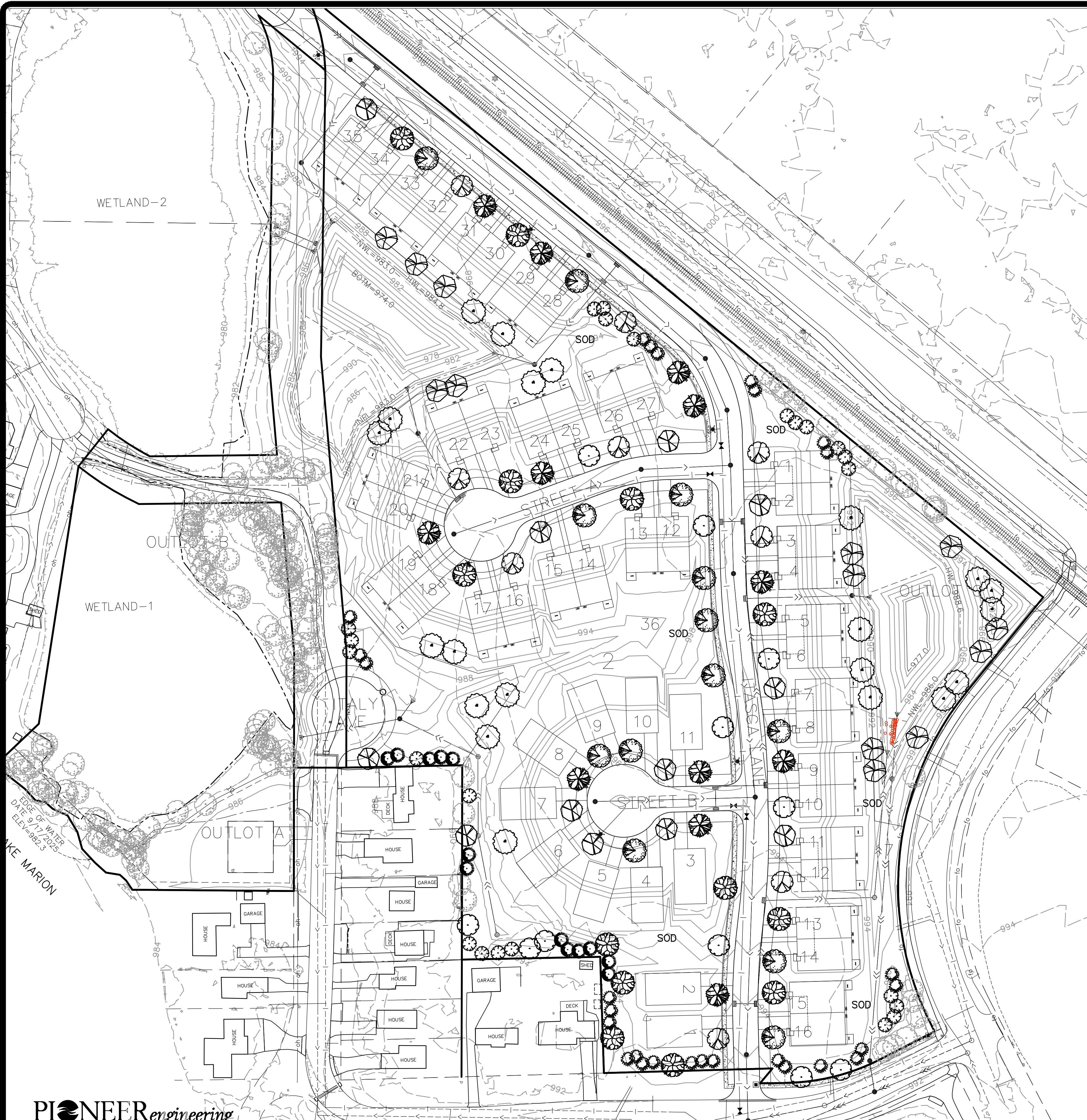


CONSTRUCT PROPOSED STORM MANHOLE OVER EXISTING PIPE SEGMENT & MAKE CONNECTION. CONTRACTOR TO FIELD VERIFY LOCATION & ELEVATION.



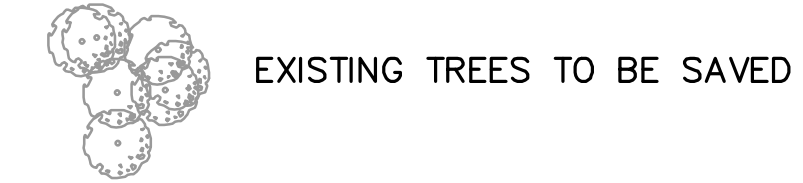
# EXHIBIT L

**BENCH MARK**  
 TOP NUT HYDRANT LOCATED 120' WEST OF THE INTERSECTION OF IPAVA AVE. & 201ST STREET W. NORTH SIDE OF STREET. EL.=994.26  
 00-ENG-124207-SHEET-STRM



**PLANTING SCHEDULE**

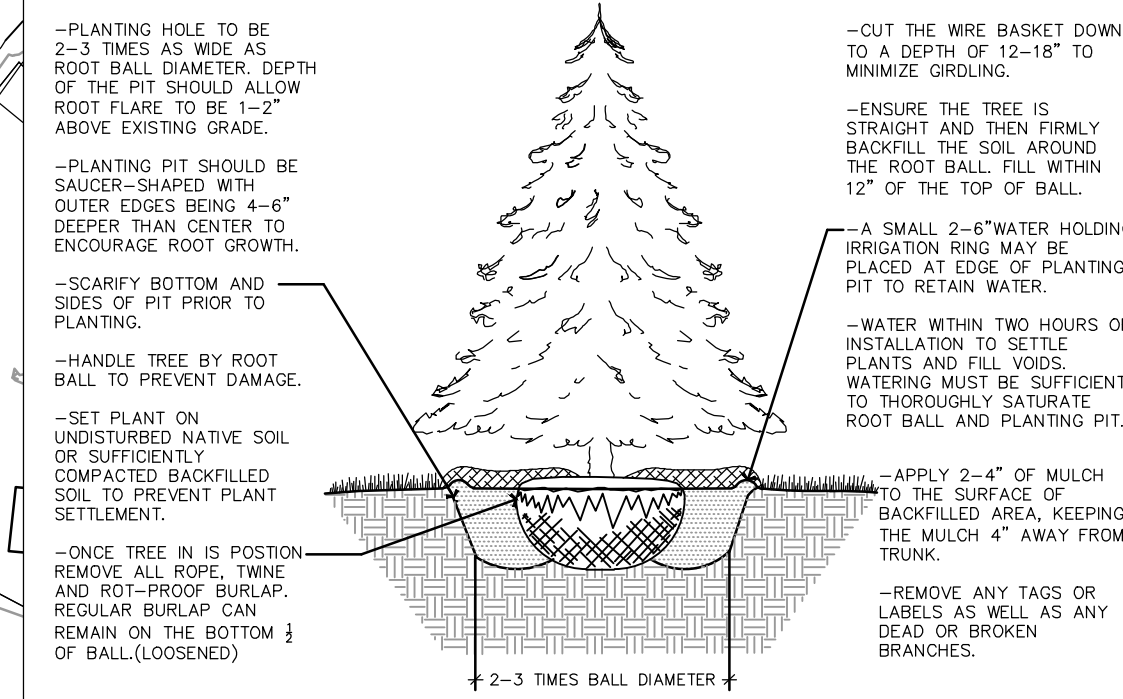
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
OVERSTORY TREES			
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	2.5" B&B	9
	NORTHERN PIN OAK/QUERCUS ELLIPSOIDALIS	2.5" B&B	12
	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS VAR INERMIS	2.5" B&B	12
	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	12-14' B&B	21
	NORTHWOOD MAPLE/ACER RUBRUM 'NORTHWOOD'	2.5" B&B	13
	HACKBERRY/CELTIS OCCIDENTALIS	2.5" B&B	11
	AUTUMN BLAZE MAPLE/ACER X FREEMANII 'JEFFERSRED'	2.5" B&B	13
	SWAMP WHITE OAK/QUERCUS BICOLOR	2.5" B&B	13
EVERGREEN TREES			
	WHITE PINE/PINUS STROBUS	6' B&B	13
	NORWAY SPRUCE/PICEA ABIES	6' B&B	23
	BLACK HILLS SPRUCE/PICEA GLUACA VAR DENSATA	6' B&B	27



**LANDSCAPE NOTES:**

- 182.5" REQUIRED MITIGATION AS PER TREE PRESERVATION PLAN
- PROPOSED OVERSTORY AND CONIFER TREES: 167 (417.5")
- DISTURBED AREAS OUTSIDE OF WETLANDS AND WETLAND BUFERS TO BE SODDED
- SODDED AREAS TO BE IRRIGATED
- IRRIGATION DESIGNED BY OTHERS
- SEE GRADING PLAN FOR STORMWATER BASIN SEEDING DETAILS

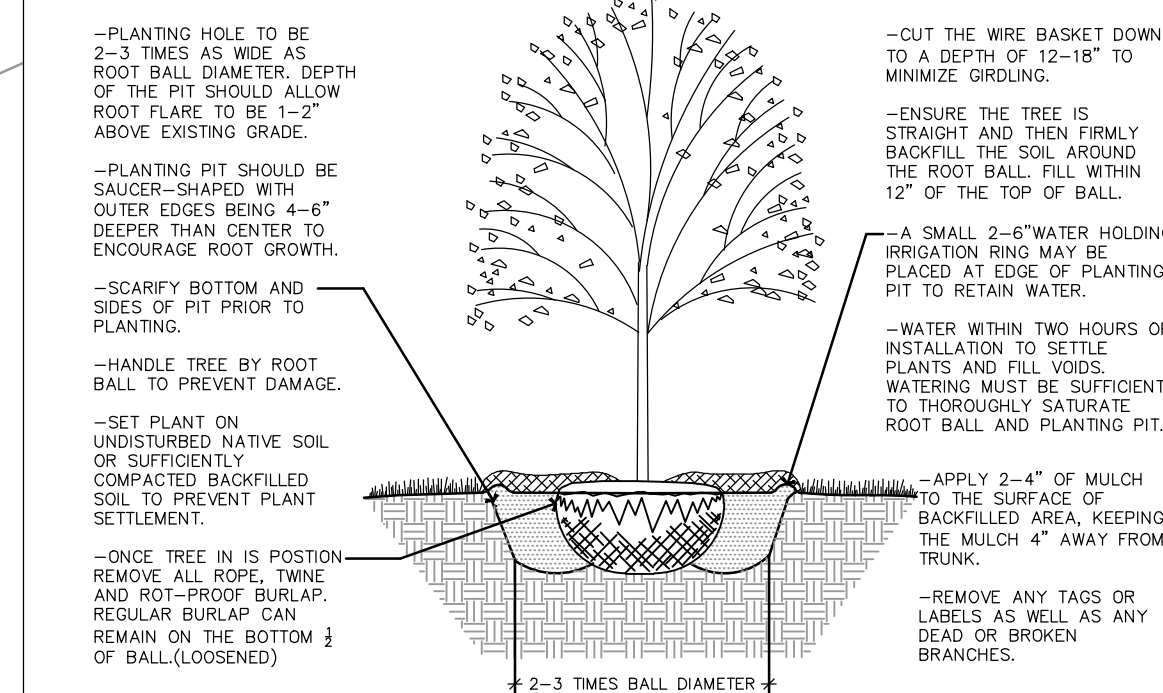
**CONIFEROUS TREE PLANTING DETAIL**



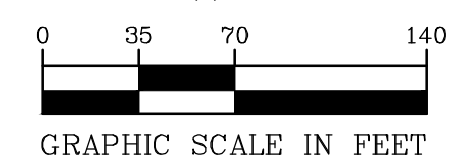
**LANDSCAPE NOTES**

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

**DECIDUOUS TREE PLANTING DETAIL**



**EXHIBIT M**



**PIONEER engineering**  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

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: *Janifer L. Thompson*  
 Title: *Janifer L. Thompson*  
 Reg. No.: 44763  
 Date: 3-31-2026

Revisions:  
 1. 01-23-2026 City Comments  
 2. 03-06-2026 City Comments  
 3. 03-31-2026 City Comments

Date: 11-14-2025  
 Designed: JLT  
 Drawn: JLT

**LANDSCAPE PLAN**

**PROGRESSIVE, LLC**  
 21025 EDMONTON AVENUE  
 FARMINGTON, MINNESOTA 55024

**HAVEN AT LAKE MARION**  
 LAKEVILLE, MINNESOTA

L1 OF 1

000-PLAN-124207-SHEET-LAND

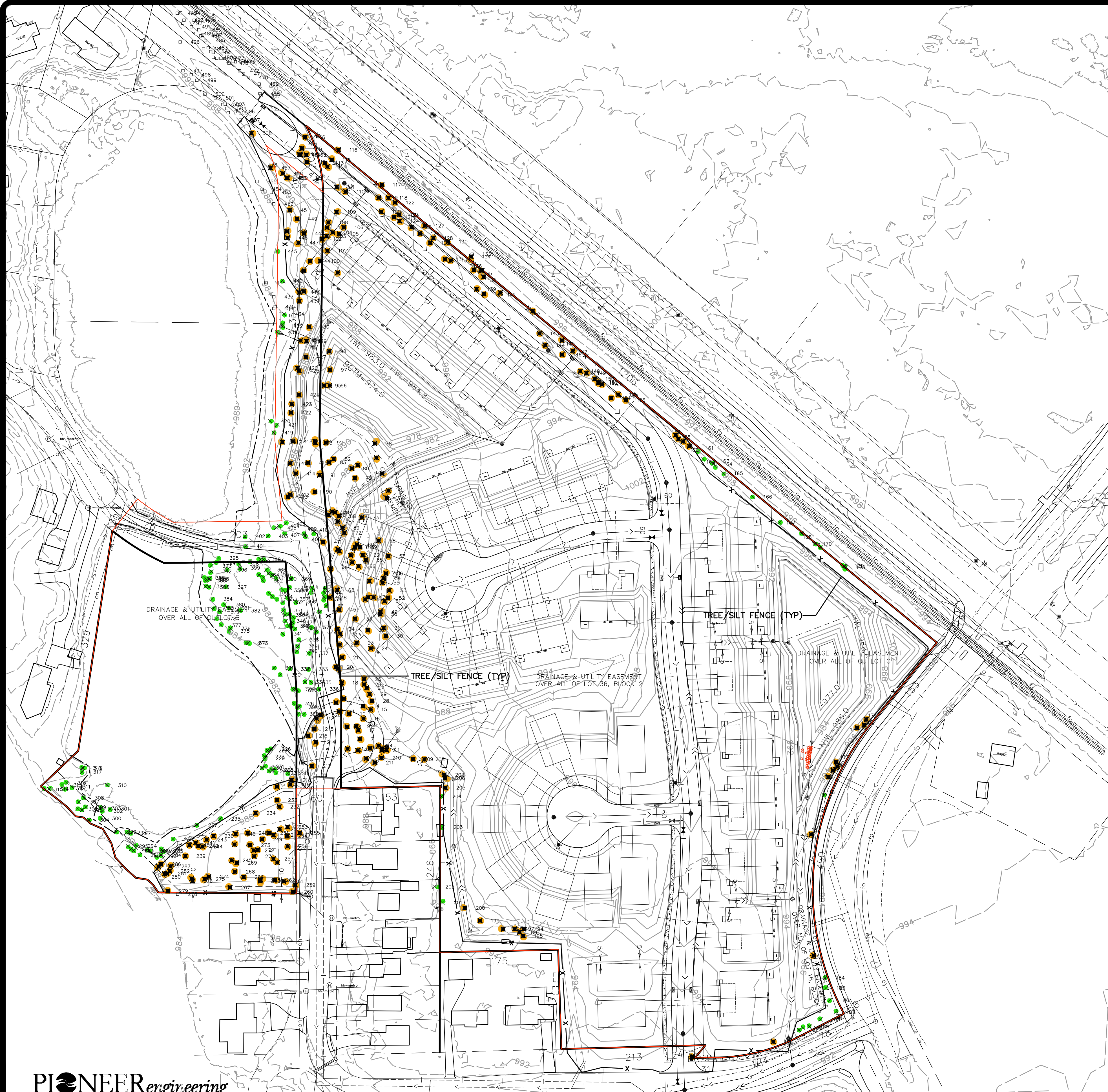


Table 1:

Tree classification	Total significant tree diameter inches on site	Total significant tree diameter inches removed
Common	4872	2391
Coniferous	145	56
Hardwood deciduous	767	559
Heritage trees	160	69
<b>TOTAL</b>	<b>5,944</b>	<b>3,075</b>

Table 2:

Removal Threshold	Allowable removal of significant diameter inches
40% removal threshold	2,377.6

Table 3:

Determine the rate of required tree replacement	With a 40% removal threshold
Subtract total significant common diameter inches removed from threshold	-13.4
Common inches that require replacement	13.4
then subtract total significant conifer diameter inches from the above result	The calculation has gone below zero and all remaining inches require replacement
Conifer inches that require replacement	56.0
finally subtract total significant hardwood deciduous diameter inches from the above result	The calculation has gone below zero and all remaining inches require replacement
Hardwood deciduous inches that require replacement	559.0

Table 4:

Determine the rate of required tree replacement	With a 40% removal threshold
Tree replacement required for common trees (1/8 diameter inches)	1.7
Tree replacement required for conifer trees (1/4 diameter inches)	14.0
Tree replacement required for hardwood deciduous (1/2 diameter inches)	279.5
Significant tree replacement required for heritage trees (100% diameter inches)	69.0
Total significant tree replacement required (diameter inches). Not including credits.	364.2

Table 5:

Total inches of heritage trees preserved on site.	91.0
---	------

Table 6:

Determine required tree replacement including credits.	With a 40% removal threshold
Credits from the larger of the two above totals (diameter inches)	182.0
Remaining required tree replacement in diameter inches	182.2
Credits from the smaller of the two above totals (diameter inches)	0.0
<b>Final required tree replacement (diameter inches)</b>	<b>182.5</b>

TREE INVENTORY PROVIDED BY



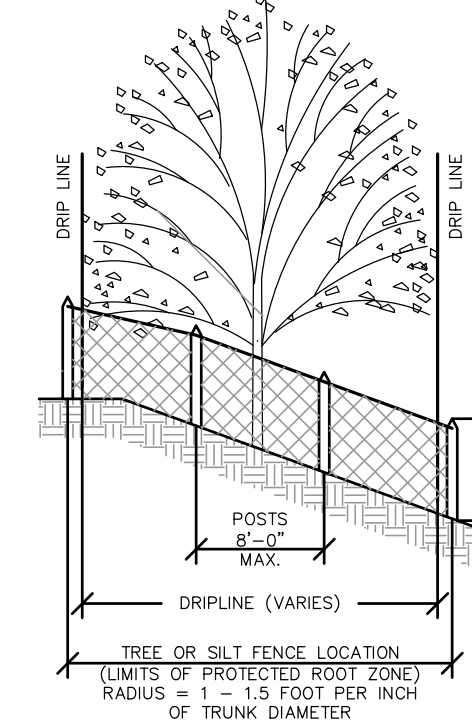
- X 9248 = TREE TO BE SAVED
- X 9248 = TREE TO BE REMOVED
- 9248 = TREE OFF-SITE

- TREE PRESERVATION NOTES:
- SPREADSHEET TABLES ABOVE PROVIDED BY CITY OF LAKEVILLE
  - TREE INVENTORY PROVIDED BY REHDER FORESTRY CONSULTING
  - SEE SHEETS T2 FOR INVENTORY
  - SEE LANDSCAPE PLAN FOR MITIGATION

TREE PROTECTION DETAIL  
NOT TO SCALE

TREES TO BE SAVED SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING OR HEAVY DUTY SILT FENCE AND STEEL STAKES AT THE DRIP LINE, OR AS DIRECTED BY THE OWNER'S CONSULTANT.

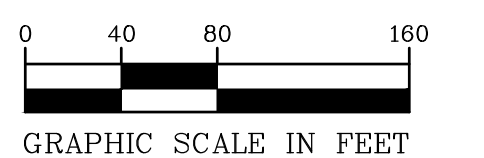
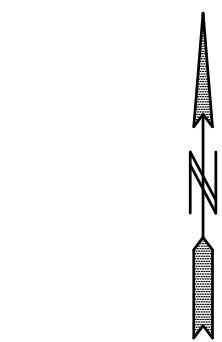
PROTECTION FENCE WILL HELP INSURE AGAINST DAMAGE BY VEHICLES, COMPACTION OF SOILS AND/OR THE CHEMICAL ALTERATION OF SOILS DUE TO CONCRETE WASHOUT, PAINTS AND LEAKAGE OR SPILLAGE OF ANY TOXIC MATERIALS.



INSTALL TREE OR SILT FENCE PRIOR TO OR AT SAME TIME AS LAND CLEARING.

PROTECTION FENCE SHOULD REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE.

IF PROTECTION FENCE IS DAMAGED OR REMOVED, NEW FENCING MUST BE PLACED BACK IN ORIGINAL POSITION UNTIL CONSTRUCTION IS COMPLETE.

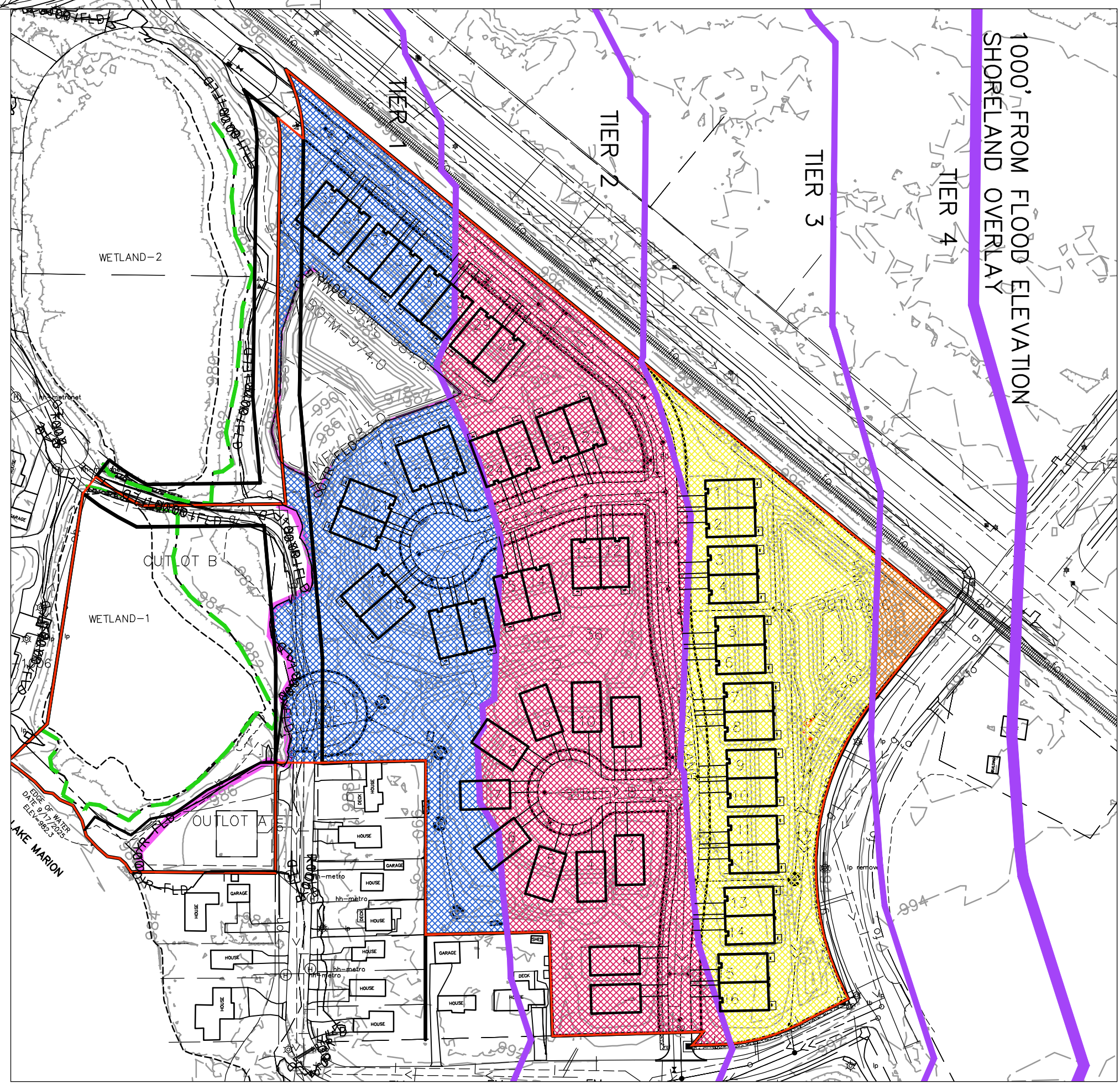
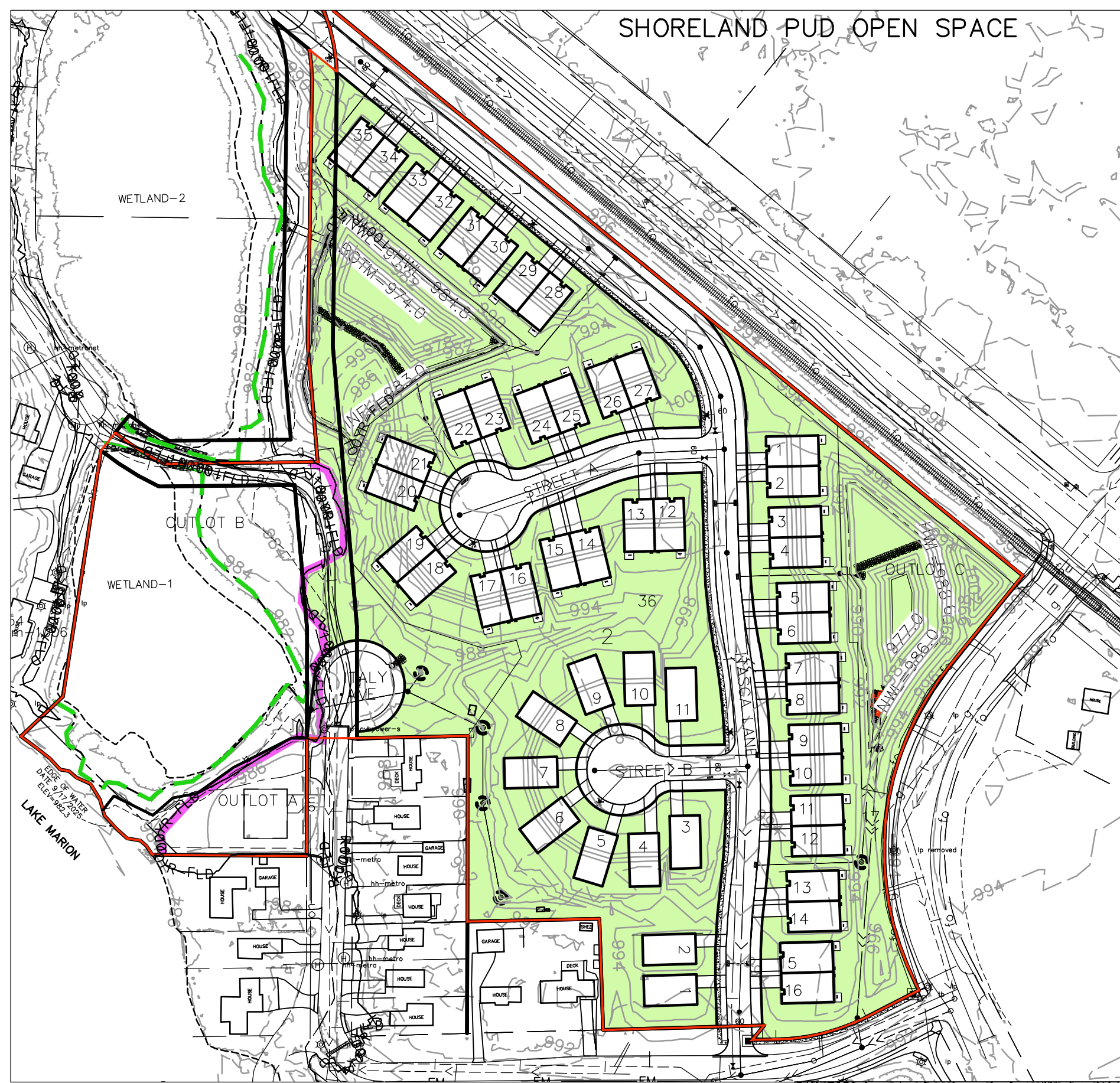


# EXHIBIT N

Tag	Diameter	Species	Condition	Notes	Type	Status
1	10	Elm, american	Fair		Common	Remove
2	7	Elm, american	Fair		Common	Remove
3	7	Elm, american	Fair		Common	Remove
4	6	Elm, american	Fair		Common	Remove
5	7	Elm, american	Fair		Common	Remove
6	7	Elm, american	Fair		Common	Remove
7	7	Elm, american	Fair		Common	Remove
8	6	Elm, american	Fair		Common	Remove
9	17	Walnut, black	Fair		Hardwood	Remove
10	8	Elm, american	Fair		Common	Remove
11	37	Walnut, black	Fair	2x20 17	Hardwood	Remove
12	9	Elm, american	Fair		Common	Remove
13	8	Elm, american	Fair		Common	Remove
14	12	Maple, silver	Fair		Common	Remove
15	9	Boxelder	Fair		Common	Remove
16	15	Maple, silver	Fair		Common	Remove
17	6	Elm, american	Fair		Common	Remove
18	7	Boxelder	Fair		Common	Remove
19	10	Elm, american	Fair		Common	Remove
20	13	Elm, american	Fair		Common	Remove
21	20	Walnut, black	Good		Hardwood	Remove
22	8	Elm, american	Fair		Common	Remove
23	34	Maple, silver	Fair	2x17 17	Common	Remove
24	7	Boxelder	Fair		Common	Remove
25	27	Maple, silver	Fair		Common	Remove
26	10	Maple, silver	Fair		Common	Remove
27	15	Boxelder	Fair		Common	Remove
28	12	Boxelder	Fair		Common	Remove
29	8	Boxelder	Fair		Common	Remove
30	9	Boxelder	Fair		Common	Remove
31	14	Mulberry, red	Fair	2x7 7	Common	Remove
32	15	Boxelder	Fair		Common	Remove
33	16	Elm, american	Fair		Common	Remove
34	12	Boxelder	Fair		Common	Remove
35	8	Ash, green	Fair		Common	Remove
36	45	Cottonwood, eastern	Fair	2x25 20	Common	Save
37	12	Cottonwood, eastern	Fair		Common	Save
38	17	Cottonwood, eastern	Fair		Common	Remove
39	17	Cottonwood, eastern	Fair		Common	Save
40	11	Elm, american	Fair		Common	Save
41	20	Cottonwood, eastern	Good		Common	Save
42	17	Cottonwood, eastern	Fair		Common	Save
43	10	Elm, american	Fair		Common	Save
44	8	Elm, american	Fair		Common	Save
45	6	Boxelder	Fair		Common	Remove
46	28	Maple, silver	Fair		Common	Remove
47	8	Boxelder	Fair		Common	Remove
48	8	Maple, silver	Fair		Common	Remove
49	6	Maple, silver	Fair		Common	Remove
50	6	Elm, siberian	Fair		Invasive	Remove
51	17	Elm, siberian	Fair		Invasive	Remove
52	17	Elm, siberian	Fair		Invasive	Remove
53	8	Walnut, black	Fair		Hardwood	Remove
54	17	Maple, silver	Fair		Common	Remove
55	12	Maple, silver	Fair		Common	Remove
56	18	Elm, siberian	Fair		Invasive	Remove
57	22	Elm, siberian	Fair	2x12 10	Invasive	Remove
58	15	Elm, siberian	Fair		Invasive	Remove
59	22	Boxelder	Fair		Common	Remove
60	9	Boxelder	Fair		Common	Remove
61	9	Boxelder	Fair		Common	Remove
62	17	Maple, silver	Fair		Common	Remove
63	7	Boxelder	Fair		Common	Remove
64	9	Boxelder	Fair		Common	Remove
65	8	Walnut, black	Fair		Common	Remove
66	8	Boxelder	Fair		Common	Remove
67	9	Boxelder	Fair		Common	Remove
68	7	Boxelder	Fair		Common	Remove
69	9	Boxelder	Fair		Common	Remove
70	8	Boxelder	Fair		Common	Remove
71	8	Boxelder	Fair		Common	Remove
72	9	Boxelder	Fair		Common	Remove
73	9	Boxelder	Fair		Common	Remove
74	9	Elm, siberian	Fair		Invasive	Remove
75	14	Elm, siberian	Fair	2x7 7	Invasive	Remove
76	14	Elm, siberian	Fair		Invasive	Remove
77	16	Elm, siberian	Fair		Invasive	Remove
78	7	Mulberry, red	Fair		Common	Remove
79	11	Boxelder	Fair		Common	Remove
80	11	Walnut, black	Good		Hardwood	Remove
81	16	Walnut, black	Good		Hardwood	Remove
82	22	Walnut, black	Good		Hardwood	Remove
83	10	Elm, american	Fair		Common	Remove
84	7	Walnut, black	Fair		Hardwood	Remove
85	6	Boxelder	Fair		Common	Remove
86	7	Boxelder	Fair		Common	Remove
87	8	Boxelder	Fair		Common	Remove
88	8	Boxelder	Fair		Common	Remove
89	7	Boxelder	Fair		Common	Remove
90	16	Elm, siberian	Fair		Invasive	Remove
91	6	Walnut, black	Fair		Hardwood	Remove
92	8	Walnut, black	Fair		Hardwood	Remove
93	18	Cottonwood, eastern	Fair		Common	Remove
94	20	Cottonwood, eastern	Fair	2x14 6	Common	Remove
95	9	Walnut, black	Good		Hardwood	Remove
96	9	Boxelder	Fair		Common	Remove
97	18	Walnut, black	Good		Hardwood	Remove
98	11	Walnut, black	Good		Hardwood	Remove
99	8	Walnut, black	Good		Hardwood	Remove

Tag	Diameter	Species	Condition	Notes	Type	Status
100	32	Elm, siberian	Fair		Invasive	Remove
101	6	Walnut, black	Fair		Hardwood	Remove
102	10	Maple, silver	Fair		Common	Remove
103	8	Maple, silver	Good		Common	Remove
104	7	Boxelder	Fair		Common	Remove
105	6	Boxelder	Fair		Common	Remove
106	9	Boxelder	Fair		Common	Remove
107	24	Maple, silver	Fair	2x12 12	Common	Remove
108	11	Maple, silver	Fair		Common	Remove
109	16	Walnut, black	Good		Hardwood	Remove
110	7	Elm, siberian	Fair		Invasive	Remove
111	6	Elm, siberian	Fair		Invasive	Remove
112	8	Elm, siberian	Fair		Invasive	Remove
113	8	Elm, siberian	Fair		Invasive	Remove
114	9	Elm, american	Fair		Common	Remove
115	12	Oak, bur	Good		Hardwood	Remove
116	13	Walnut, black	Good		Hardwood	Remove
117	14	Elm, american	Good		Common	Remove
118	17	Boxelder	Fair		Common	Remove
119	9	Boxelder	Fair		Common	Remove
120	30	Boxelder	Fair		Common	Remove
121	8	Boxelder	Fair		Common	Remove
122	22	Boxelder	Fair	2x12 10	Common	Remove
123	11	Boxelder	Fair		Common	Remove
124	12	Boxelder	Fair		Common	Remove
125	9	Boxelder	Fair		Common	Remove
126	15	Boxelder	Fair		Common	Remove
127	21	Boxelder	Fair		Common	Remove
128	31	Cottonwood, eastern	Good		Common	Remove
129	18	Mulberry, red	Fair		Common	Remove
130	11	Elm, american	Fair		Common	Remove
131	13	Boxelder	Fair		Common	Remove
132	11	Boxelder	Fair		Common	Remove
133	19	Elm, siberian	Fair		Invasive	Off-Site
134	6	Elm, american	Fair		Common	Off-Site
135	8	Elm, siberian	Fair		Invasive	Remove
136	8	Elm, american	Fair		Common	Remove
137	9	Elm, american	Fair		Common	Remove
138	55	Cottonwood, eastern	Fair	2x40 15	Common	Remove
139	7	Elm, siberian	Fair		Invasive	Remove
140	22	Boxelder	Fair	2x11 11	Common	Remove
141	11	Elm, american	Fair		Common	Remove
142	50	Elm, siberian	Fair		Invasive	Remove
143	8	Boxelder	Fair		Common	Remove
144	18	Elm, siberian	Fair		Invasive	Remove
145	13	Walnut, black	Good		Hardwood	Remove
146	11	Boxelder	Fair		Common	Remove
147	7	Elm, american	Fair		Common	Remove
148	18	Elm, siberian	Fair		Invasive	Remove
149	28	Cottonwood, eastern	Fair		Common	Remove
150	12	Walnut, black	Fair		Hardwood	Remove
151	12	Walnut, black	Fair		Hardwood	Remove
152	8	Walnut, black	Fair		Hardwood	Remove
153	8	Walnut, black	Fair		Hardwood	Remove
154	7	Elm, siberian	Fair		Invasive	Remove
155	9	Walnut, black	Fair		Hardwood	Remove
156	12	Pine, scotch	Fair	40ft	Heritage	Remove
157	17	Pine, scotch	Fair	50ft	Heritage	Remove
158	11	Pine, scotch	Fair	50ft	Heritage	Remove
159	14	Pine, scotch	Fair	50ft	Heritage	Remove
160	12	Pine, scotch	Fair	20ft	Conifer	Remove
161	8	Walnut, black	Fair		Hardwood	Save
162	7	Hackberry	Fair	20ft	Conifer	Save
163	12	Pine, scotch	Fair	40ft	Heritage	Save
164	7	Walnut, black	Fair		Hardwood	Save
165	11	Walnut, black	Fair		Hardwood	Save
166	12	Walnut, black	Fair		Hardwood	Save
167	13	Walnut, black	Fair		Hardwood	Save
168	16	Pine, scotch	Fair	30ft	Conifer	Save
169	10	Pine, scotch	Fair	30ft	Conifer	Save
170	13	Pine, scotch	Fair	40ft	Heritage	Save
171	8	Pine, scotch	Fair	30ft	Conifer	Save
172	12	Walnut, black	Fair		Hardwood	Save
173	7	Pine, scotch	Fair	30ft	Conifer	Save
174	12	Elm, siberian	Fair		Invasive	Remove
175	15	Pine, scotch	Fair	40ft	Heritage	Remove
176	6	Elm, siberian	Fair		Invasive	Remove
177	6	Elm, siberian	Fair		Invasive	Remove
178	9	Elm, siberian	Fair		Invasive	Remove
179	9	Elm, siberian	Fair		Invasive	Remove
180	6	Elm, siberian	Fair		Invasive	Remove
181	15	Pine, scotch	Fair	40ft	Heritage	Save
182	6	Elm, siberian	Fair		Invasive	Remove
183	15	Pine, scotch	Fair	20ft	conifer	Remove
184	17	Pine, scotch	Fair	40ft	Heritage	Save
185	17	Pine, scotch	Fair	40ft	Heritage	Save
186	14	Pine, scotch	Fair	20ft	conifer	Save
187	16	Pine, scotch	Fair	30ft	Conifer	Save
188	13	Pine, scotch	Fair	30ft	Conifer	Save
189	13	Pine, scotch	Fair	20ft	Conifer	Save
190	11	Pine, scotch	Fair	20ft	Conifer	Save
191	17	Pine, scotch	Fair	40ft	Heritage	Save
192	21	Pine, scotch	Fair	30ft	Conifer	Remove
193	20	Boxelder	Fair		Common	Remove
194	14	Boxelder	Fair		Common	Remove
195	11	Boxelder	Fair		Common	Remove
196	15	Maple, silver	Fair		Common	Remove
197	22	Maple, silver	Good		Common	Remove
198	10	Maple, silver	Fair		Common	Remove

Tag	Diameter	Species	Condition	Notes	Type	Status
199	7	Walnut, black	Fair		Hardwood	Remove
200	10	Maple, silver	Fair		Common	Remove
201	22	Maple, silver	Fair	3x11 7 4	Common	Save
202	6	Boxelder	Fair		Common	Save
203	41	Boxelder	Fair	2x21 20	Common	Save
204	13	Boxelder	Fair		Common	Save
205	14	Mulberry, red	Fair	2x8 6	Common	Remove
206	13	Boxelder	Fair		Common	Remove
207	14	Boxelder	Fair		Common	Remove
208	23	Walnut, black	Fair		Hardwood	Remove
209	21	Walnut, black	Fair		Hardwood	Remove
210	23	Walnut, black	Good		Hardwood	Remove
211	14	Walnut, black	Fair		Hardwood	Remove
212	16	Walnut, black	Fair		Hardwood	Remove
213	29	Cottonwood, eastern	Fair		Common	Remove
214	16	Boxelder	Fair		Common	Remove
215	10	Boxelder	Fair		Common	Remove
216	13	Boxelder	Fair		Common	Remove
217	25	Maple, silver	Fair		Common	Remove
218	19	Cottonwood, eastern	Fair		Common	Remove
219	14	Cottonwood, eastern	Fair		Common	Remove
220	9	Boxelder	Fair		Common	Save
221	39	Cottonwood, eastern	Good		Common	Remove
222	26	Cottonwood, eastern	Fair		Common	Save
223	19	Cottonwood, eastern	Fair		Common	Save
224	25	Maple, silver	Fair	3x10 8 7	Common	Save
225	16	Cottonwood, eastern	Fair		Common	Save
226	10	Willow, black	Fair		Hardwood	Save
227	12	Willow, black	Fair		Hardwood	Save
228	8	Willow, black	Fair		Hardwood	Save
229	13	Cottonwood, eastern	Fair		Common	Save
230	28	Cottonwood, eastern	Good		Common	Save
231	28	Cottonwood, eastern	Good		Common	Save
232	21	Maple, silver	Fair	3x7 7 7	Common	Remove
233	9	Boxelder	Fair		Common	Remove
234	9	Ash, green	Fair		Common	Remove
235	20	Ash, green	Fair		Common	Save
236	44	Maple, silver	Fair	3x20 13 11	Common	Remove
23						



SITE DATA:

GROSS AREA: ±20.6 ACRES  
 WETLAND AREA: ±2.1 ACRES  
 FLOODPLAIN (OUTSIDE OF WETLAND): ±1.5 ACRES  
 NET DEVELOPABLE: ±17 ACRES

CURRENT ZONING: AP, RM-1, AND RS-3  
 2040 COMP PLAN:  
 MEDIUM DENSITY RESIDENTIAL (4-7 UNITS/ACRE),  
 LOW-MEDIUM DENSITY RESIDENTIAL (4-5 UNITS/ACRE),  
 LOW DENSITY RESIDENTIAL (0.1-3 UNITS/ACRE)

PROPOSED ZONING:  
 VILLAS AND TWINS: RST-2 SHORELAND PUD  
 SINGLE LAKE OUTLOT: SHORELAND OVERLAY (R-3, NO PUD)  
 PROPOSED LAND USE: LOW DENSITY RESIDENTIAL (0.1-3 UNITS/ACRE)

RST-2 STANDARDS (TWINS AND DETACHED TOWNHOMES):  
 BASE LOT SETBACK: 30'  
 SETBACK BETWEEN BUILDINGS:  
 DETACHED TOWNHOME: 14'  
 FRONT SETBACK: 25' FROM PUBLIC ROW, 30' FROM PRIVATE DRIVE  
 SHORELAND STANDARDS FOR LAKE MARION (REC DEVELOPMENT):  
 SINGLE FAMILY:  
 AREA: 20,000 SF  
 WIDTH: 75'  
 SETBACK FROM OHW: 75'  
 SIDE SETBACK FOR PROPERTY ABUTTING LAKE: 20'

PROPOSED UNITS: 51 (PLUS 1 FUTURE LAKE LOT)  
 TWIN UNITS: 40  
 DETACHED TOWNHOME: 11  
 LAKE OUTLOT: 1  
 NET DENSITY: ±3.06 UNITS/ACRE (52/17)

PROPOSED IMPERVIOUS:  
 TOTAL GROSS LOT/OUTLOT AREAS: 748,707 SF (17.2 ACRES)  
 TWIN HOMES: 2,920 SF X 40 UNITS = 116,800 SF  
 DETACHED TOWNHOMES: 2,800 SF X 10 UNITS = 28,000 SF  
 LAKE OUTLOT: 3,500 SF (POTENTIAL FUTURE IMPERVIOUS AT TIME OF PLAT)  
 DRIVEWAYS: 715 SF X 51 DRIVEWAYS = 36,465  
 TOTAL IMPERVIOUS: 184,765 SF (24.7%)

PROPOSED SHORELAND PUD STANDARDS (REC DEV LAKE):  
 SHORELAND AREA: 17.4 ACRES  
 REQUIRED OPEN SPACE: 50% OF 17.4 ACRES = 8.7 ACRES  
 PROPOSED OPEN SPACE: 9.5 ACRES

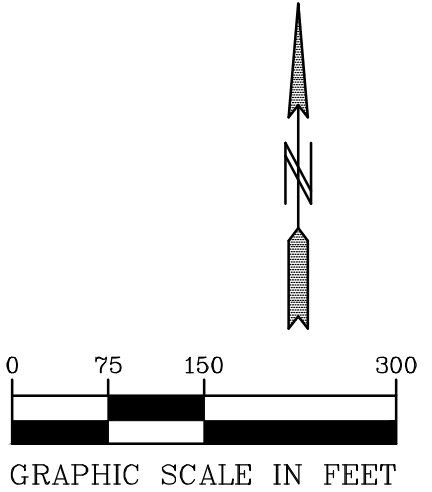
SHORELAND TIER ANALYSIS

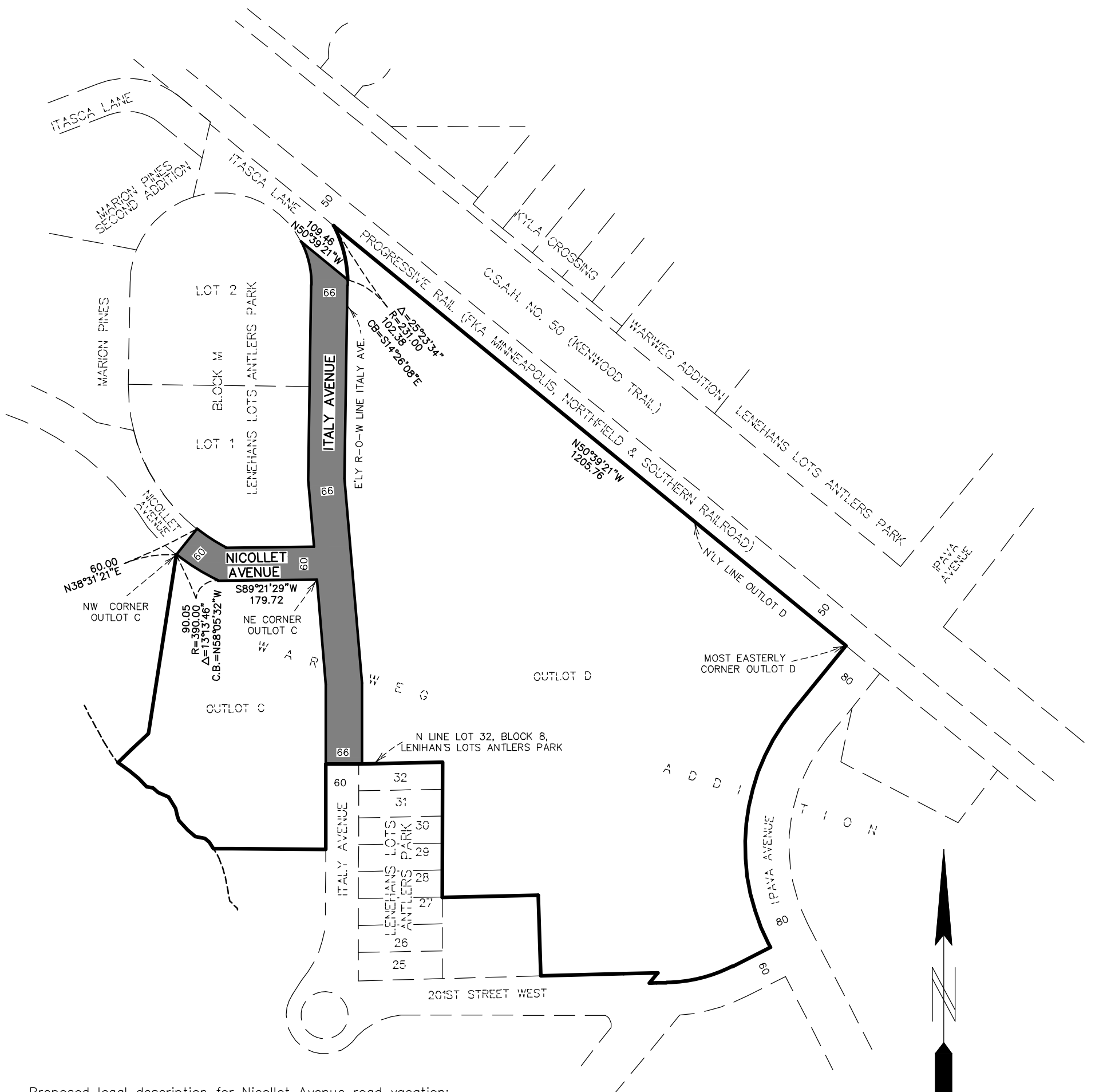
Tier	*Suitable Area	Base Density		Density Multiplier		
		Min lot area/DU	Allowed DU	Density Increase	Max. DU	Proposed DU
**1	215,618	20,000 sf	11	50%	16	14
2	284,873	15,000 sf	19	100%	38	21
3	178,433	15,000 sf	12	200%	36	16
4	10,094	15,000 sf	0	200%	0	0
<b>Total</b>	<b>759,943</b>		<b>42</b>		<b>90</b>	<b>***51</b>

\*Suitable area is the net area within the project boundary excluding wetlands and floodplain  
 Tiering starts at the Floodplain elevation. Land below the flood elevation excluded from suitable area  
 \*\*Suitable area in tier 1 excludes the lake outlot which may be platted in the future  
 \*\*\* Total proposed units excludes the lake outlot which is excluded from the PUD

FLOODPLAIN  
 EDGE OF WETLAND

# EXHIBIT O





Proposed legal description for Nicollet Avenue road vacation:

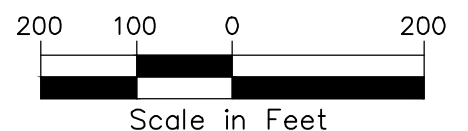
All that part of Nicollet Avenue as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK according to the recorded plat thereof, Dakota County, Minnesota lying northerly of the north line of Outlot C, WARWEG ADDITION said Dakota County (AKA the south line of Nicollet Avenue) per said LENIHAN'S LOTS ANTLERS PARK and lying easterly of the following described line and its extensions:

Commencing at the northeast corner of said Outlot C, thence South 89 degrees 21 minutes 29 seconds West, assumed bearing along the north line of said Outlot C, 179.72 feet; thence northwesterly 90.05 feet along said north line, along a non-tangential curve concave to the northeast, radius 390.00 feet, central angle 13 degrees 13 minutes 46 seconds and chord bearing North 58 degrees 05 minutes 32 seconds West to the northwest corner of said Outlot C and the point of beginning; thence North 38 degrees 31 minutes 21 seconds East, 60.00 feet to the north right-of-way line of said Nicollet Avenue.

Proposed legal description for Italy Avenue Road vacation:

All that part of Italy Avenue (FKA Lakeview Avenue) as delineated and dedicated on LENIHAN'S LOTS ANTLERS PARK and WARWEG ADDITION according to the recorded plats thereof, Dakota County, Minnesota lying north of the north line of Lot 32, Block 8, said LENIHAN'S LOTS ANTLERS PARK and its westerly extension and lying southerly of the following described line and its extensions:

Commencing at the most easterly corner of Outlot D, said WARWEG ADDITION thence North 50 degrees 39 minutes 21 seconds West, assumed bearing along the northerly line thereof, 1205.76 feet to the northerly corner of said Outlot D also the east right-of-way of said Italy Avenue; thence southeasterly 102.38 feet, along said easterly right-of-way along a non-tangential curve concave to the southwest, radius 231.00 feet, central angle 252 degrees 23 minutes 34 seconds and chord bearing South 14 degrees 26 minutes 08 seconds West to the point of beginning; thence North 50 degrees 39 minutes 21 seconds West 109.46 feet to the west right-of-way of said Italy Avenue.



Scale in Feet



Denotes proposed vacated roads

# EXHIBIT P

Description Sketch for:  
Progressive, LLC.

Sheet  
1 of 1

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