



AGENDA

CITY COUNCIL MEETING

May 18, 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. New Police Officer Introductions
 - b. Fire Department Quarter One Presentation
 - c. Business Spotlight — Lakeview Bank
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 05/04/2026 City Council Meeting
 - c. Minutes of the 04/27/2026 Special Joint City Council Meeting With Lakeville Public School District 194
 - d. Joint Powers Agreement with Credit River for Judicial Road Pavement Preservation and Maintenance
 - e. Resolution Accepting Donation From Gary and Carole Turner
 - f. Certificate of Completion related to Interstate South Logistics Park
 - g. Supplemental Agreement with WSB

City Council Meeting Agenda
May 18, 2026

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for Professional Services for Rough Fish Management on East Lake

- h. Confirmation of Planning Commission Chair
 - i. Approval of Summary Ordinance for Publication on Local Lodging Tax Ordinance Amendments
 - j. Resolution of Support for the City's Safe Streets for All (SS4A) Grant Application
 - k. Labor Agreement between IAFF Lakeville Professional Firefighters and City of Lakeville
 - l. Supplemental Agreement with SEH
for Professional Services for 179th Street and Glacier Way Traffic Signal
 - m. FiRST Center Rental Agreement
 - n. Resolution Appointing Members to Advisory Boards, Committees and Commissions
 - o. Agreement with Alpha Video and Audio Inc. for Presentation System Replacement and Audio Network Switch
 - p. Amend 2026 General, Debt, Capital, Internal Service Fund Budgets
 - q. Agreement with Xcel Energy for Streetlight Replacement on Jutland Place
 - r. Quote for Garage Door Replacement at the Holyoke Water Tower
 - s. Kueber Coffee Minnesota, LLC Conditional Use Permit
 - t. Accepting Phase 2 Bids for the New Fire Station 2
7. Action Items
- a. Interstate South Logistics Park Fourth Addition preliminary plat and conditional use permit
8. Unfinished Business
9. New Business
- New Business items are intended for informal City Council discussion and will not begin before 6:30 p.m. The Council may provide direction to staff but will not take formal action on these matters.
- a. Review Q1 2026 Financial Reports
10. Council/Committee Updates
11. Announcements
- a. Next City Council Meeting Monday June 1, 2026
12. Adjourn



Date: 5/18/2026

Fire Department Quarter One Presentation

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 5/18/2026

Check Register Summary

Proposed Action

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

Overview

Checks	329462 - 329597	\$4,340,684.51
ACH/EFT	25199 - 25343	\$2,553,298.40
Total		\$6,893,982.91

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. 05.05.26 CKSUM-Checks
2. 05.05.26 CKSUM-ACH-EFT
3. Check Register 05.05.26 for May 18, 2026 Council Mtg - Checks
4. Check Register 05.05.26 for May 18, 2026 Council Mtg - ACH-EFT

Financial Impact: \$6,893,982.91 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	98,775.78
2000 COMMUNICATIONS FUND	94.47
2292 FIRST CENTER OPERATING FUND	40.00
3125 2025A FIRST CENTER	1,840.00
4000 BUILDING FUND	2,986,979.49
4100 EQUIPMENT FUND	169,599.99
4125 TECHNOLOGY FUND	43,920.00
4720 2024A PARK BONDS	138,398.55
5200 STATE AID CONSTRUCTION FUND	409.70
5300 PAVEMENT MANAGEMENT FUND	465.12
6611 2026 STREET PROJECTS	545.28
7450 ENVIRONMENTAL RESOURCES FUND	3,827.38
7550 UTILITY FISCAL ADMINISTRATION	7,650.27
7575 STREET LIGHTING FUND	15,953.51
7600 WATER FUND	25,917.65
7700 SEWER FUND	508,915.57
7800 LIQUOR FUND	191,544.46
8000 ESCROW FUND	145,807.29
Report Total:	4,340,684.51

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	352,243.19
2000 COMMUNICATIONS FUND	6,651.99
2292 FIRST CENTER OPERATING FUND	2,388.02
4000 BUILDING FUND	75,475.14
4025 NEW FIRE STATION #2 (2026 CONSTRUCTION)	905.00
4100 EQUIPMENT FUND	12,973.42
4125 TECHNOLOGY FUND	23,079.25
4200 PARK DEDICATION FUND	15,922.68
4500 PARK & TRAIL IMPROVEMENTS	864.72
4720 2024A PARK BONDS	16,828.09
5200 STATE AID CONSTRUCTION FUND	57,067.71
5300 PAVEMENT MANAGEMENT FUND	220.00
5500 WATER TRUNK FUND	53,272.71
7450 ENVIRONMENTAL RESOURCES FUND	19,673.17
7550 UTILITY FISCAL ADMINISTRATION	11.99
7575 STREET LIGHTING FUND	61.49
7600 WATER FUND	465,668.51
7700 SEWER FUND	123,386.16
7800 LIQUOR FUND	430,517.86
8000 ESCROW FUND	2,000.00
8970 LAKEVILLE ARENAS - OPERATIONS	13.75
9800 PAYROLL CLEARING FUND	894,073.55
Report Total:	2,553,298.40



MINUTES CITY COUNCIL MEETING

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

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

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

2. **Roll Call**

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

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

3. **Citizen Comments**

None

4. **Additional agenda information**

None

5. **Presentations/Introductions**

a. **Recognition of Lakeville Fastpitch for AED Donation to Aronson Park**

Members of the Lakeville Fastpitch presented the donation for an AED donation to Aronson Park.

b. **Lakeville Lions Grand Prairie Park Splashpad Donation Presentation**

Lakeville Lions Club President Alana Thompson announced a \$500,000 donation toward the Grand Prairie Splash Pad project.

Fifty birdhouses have been built, and additional plans are underway to replace more birdhouses throughout the community.

The Pan-O-Prog parade will feature the Budweiser Clydesdales.

c. **Police Department Quarterly Report**

Police Chief Brad Paulsen provided the Police Department's quarterly report.

6. **Consent Agenda**

Council Member Lee requested that Item 6L be removed from the consent agenda for further discussion.

Motion was made by Bermel, seconded by Wolter, to remove Item 6L from the consent agenda and approve the consent agenda as amended.

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

- 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 185th 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
- 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. Professional Service Agreement for the Satellite Water Treatment Plant

Council Member Lee requested that this item be removed from the consent agenda, so the record would reflect his support for expansion of the existing Water Treatment Plant rather than construction of a new satellite water treatment plant.

Motion was made by Wolter, seconded by Volk, to approve the supplemental agreement with Black & Veatch Corporation for preliminary engineering services for the satellite water treatment plant, City Project No. 27-13.

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

b. Public Hearing on the application for Lakeville Baseball Association to hold an On-Sale Wine and Strong Beer License

Mayor Hellier opened the public hearing at 6:28 p.m. regarding the application for an On-Sale Wine and Strong Beer License for Lakeville Baseball Association at Belzer Stadium.

There were no comments from the public.

Motion was made by Volk, seconded by Bermel, to close the public hearing at 6:29 p.m. Voice vote was taken on the motion. Ayes – Hellier, Bermel, Lee, Volk, Wolter.

Motion was made by Bermel, seconded by Volk, to grant an On-Sale Wine and Strong Beer License to Lakeville Baseball Association at Belzer Stadium. Roll call was taken on the motion. Ayes – Hellier, Bermel, Lee, Volk, Wolter.

c. Globus Business Park - Preliminary Plat and Conditional Use Permit

Muzaffar Gafurov, representing Globus Transport, Inc., requested approval of a preliminary plat and conditional use permit for Globus Business Park. The proposed development includes an approximately 81,100-square-foot industrial office/warehouse building located south of Juniper Way (CSAH 70) at the terminus of Kenrick Court.

Community Development Director Tina Goodroad presented the staff report and noted that the Planning Commission held a public hearing on April 16, 2026, and unanimously recommended approval of the applications.

Motion was made by Wolter, seconded by Bermel, to approve: 1) a resolution approving the preliminary plat of Globus Business Park, and 2) a conditional use permit to allow a warehouse building in the O-P, Office Park District, and adopt the findings of fact. Roll call was taken on the motion. Ayes – Hellier, Bermel, Lee, Volk, Wolter.

d. Haven at Lake Marion preliminary plat

Steve Sauber, representing Progressive, LLC, requested approval of the Haven at Lake Marion preliminary plat and related applications for a 51-unit detached townhome and twin home development located at the southwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue.

Community Development Director Tina Goodroad presented the staff report. She noted the request included a preliminary plat, Comprehensive Plan amendment, rezoning, conditional use permit for planned shoreland development, and vacation of platted right-of-way.

City Council discussed tree preservation calculations, the temporary development moratorium, and the timing of the application request.

Motion was made by Lee, seconded by Volk, 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 planned shoreland development within the Shoreland Overlay District of Lake Marion; and 5) a resolution vacating platted right-of-way and adopting the findings of fact for Haven at Lake Marion.

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

8. Unfinished Business

None

9. New Business

None

10. Council/Committee Updates

None

11. Announcements

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

12. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn at 6:42 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Hellier, Mayor



MINUTES
SPECIAL JOINT CITY COUNCIL MEETING WITH
LAKEVILLE PUBLIC SCHOOL DISTRICT 194

April 27, 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

Council Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk, Wolter
School Board Members Present: Reichenberger, Swanson, Cameron, Baker, Anderson,
Carbone, Thompson

Staff Present: Justin Miller, City Administrator; Allyn Kuennen, Assistant City
Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police
Chief; Tina Goodroad, Community Development Director

3. New Business

a. Comprehensive Plan/Land Use Update

Community Development Director Tina Goodroad presented the Comprehensive
Plan/Land Use Update to the City Council and School Board. The Board members and
Council members shared conversation regarding the presentation and what the future
may bring for Lakeville.

b. Enrollment Projections ISD 194

School Board Chair Cameron presented the ISD 194 Enrollment Projections to the City
Council and the School Board.

c. Areas of Potential Partnership

The City Council and the School Board discussed areas of potential partnerships to
continue to move Lakeville in a forward direction.

4. Council/Committee Updates

5. Announcements

a. Next City Council Meeting May 4, 2026

6. Adjourn

Mayor Hellier adjourned the meeting at 7:32 PM.

Respectfully Submitted,

Special Joint City Council Meeting with
Lakeville Public School District 194 Minutes
April 27, 2026

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Taylor Snider, Deputy City Clerk

Luke M. Hellier, Mayor



Date: 5/18/2026

**Joint Powers Agreement with Credit River
for Judicial Road Pavement Preservation and Maintenance**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Credit River for Judicial Road Pavement Preservation and Maintenance.

Overview

The cities of Lakeville and Credit River are partnering to complete pavement preservation improvements along Judicial Road, a shared Municipal State-Aid Street that serves residents in both communities. The roadway was last reconstructed in 2008 and is now scheduled for mill and overlay rehabilitation in 2026 and 2027 as part of the City's pavement preservation program to maintain a safe, efficient transportation system and improve vehicle mobility. These improvements will extend from 205th Street north to the intersection of Judicial Road and the northerly right-of-way extension of Judicial Way (north junction).

The Joint Powers Agreement (JPA) establishes Lakeville and Credit River project responsibilities and cost participation. Project costs will be shared equally between the two parties. Lakeville is the lead agency for design, bidding, construction and ongoing routine roadway maintenance. The JPA also replaces all previous agreements so that the terms reflect Credit River's current city status and the planned pavement preservation efforts.

The Credit River City Council approved the Joint Powers Agreement on May 4th, 2026.

Supporting Information

1. 2026.05.18 JPA

<p>Financial Impact: N/A Budgeted: Yes Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Chloe Anderson, Civil Engineer</p>

**JOINT POWERS AGREEMENT FOR
JUDICIAL ROAD IMPROVEMENTS AND MAINTENANCE**

BETWEEN

THE CITY OF LAKEVILLE

AND

THE CITY OF CREDIT RIVER

FOR

STATE AID PROJECT NO.

CITY OF LAKEVILLE PROJECT NOS. 26-03 AND 27-02

CITY OF CREDIT RIVER PROJECT NO.

THIS JOINT POWERS AGREEMENT (“Agreement”), is entered into by and between the City of Lakeville (“Lakeville”), a Minnesota municipal corporation, and the City of Credit River (“Credit River”), a Minnesota municipal corporation, hereafter collectively referred to as “Parties”, and individually as “Party”, and witnesses the following:

WHEREAS, Judicial Road is a shared roadway lying within and adjacent to the corporate boundaries of Lakeville and Credit River and is designated as a Municipal State-Aid roadway; and

WHEREAS, the Parties share a common interest in maintaining Judicial Road in a safe, efficient, and cost-effective manner consistent with accepted pavement management practices; and

WHEREAS, the Parties previously entered into a Joint Powers Agreement dated October 1, 2007, for the improvement and maintenance of Judicial Road; and

WHEREAS, Credit River is now incorporated as a city, and the Parties desire to update the Agreement to reflect current jurisdictional status, roadway designation, and planned pavement preservation improvements; and

WHEREAS, the Parties agree that pavement preservation through timely maintenance and rehabilitation projects is the most cost-effective approach to extending the service life of Judicial Road and minimizing long-term maintenance costs; and

WHEREAS, the Parties desire to program and cooperatively fund mill and overlay improvements to Judicial Road in 2026 and 2027, consistent with Lakeville’s Pavement Management Program; and

WHEREAS, Minnesota Statutes § 471.59 authorizes two or more governmental units to jointly or cooperatively exercise any power common to the contracting parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the Parties for the design, construction, cost sharing, and maintenance of Judicial Road, including specific pavement preservation projects programmed for 2026 and 2027.
2. Project Descriptions.
 - a. 2026 Improvement Project

Mill and overlay of Judicial Road from 205th Street to 185th Street (Dakota County State Aid Highway 60) (“2026 Project”).
 - b. 2027 Improvement Project

Mill and overlay of Judicial Road from 185th Street (Dakota County State Aid Highway 60) to a point approximately 2,635 feet north of 185th Street, at the intersection of Judicial Road and the northerly right-of-way extension of Judicial Way (north junction) (“2027 Project”). Collectively referred to as “Projects”.
3. Lead Agency. Lakeville shall serve as the lead agency for the design, bidding, construction, construction administration, and maintenance for the 2026 Project and the 2027 Project. Subject to the requirements below, the Parties shall each retain final decision-making authority within their respective jurisdictions.
4. Design, Plans and Specifications. Lakeville shall be responsible for preparation or procurement of engineering services necessary for the Projects, including plans and specifications consistent with City, Municipal State-Aid and Minnesota Department of Transportation design standards and specifications. All plans and specifications shall be subject to review and approval by both Parties prior to advertisement for bids.
5. Bidding and Contract Award. Lakeville shall advertise for bids, receive and analyze bids, and award construction contracts in accordance with Minnesota law. Credit River’s approval shall be required prior to award of the construction contract. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement.

6. Cost Sharing. Project costs for the 2026 Project and the 2027 Project shall be shared equally (50% Lakeville / 50% Credit River). Project costs include engineering, inspection, testing, and construction costs. Project costs do not include costs associated with regular salaries or overhead of either Party's employees unless directly attributable to the Project.
7. Payment. Lakeville shall act as the paying agent for Project costs. Lakeville shall bill Credit River for its share of eligible costs on an itemized basis. Credit River shall reimburse Lakeville within 30 days of receipt of an invoice. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.
8. Change Orders. Any change order or supplemental agreement that affects the total Project cost or materially alters the scope of work shall require prior written approval from both Parties. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
9. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
10. Ownership. Each Party shall own that portion of Judicial Road located within its respective corporate boundaries.
11. Maintenance. Following completion of the Projects, Lakeville shall continue to perform routine maintenance of Judicial Road. Maintenance includes, but is not limited to striping, snow plowing, patching, pothole repair, crack sealing, seal coating, sanding, and salting. Maintenance costs shall be shared equally (50% Lakeville / 50% Credit River). Credit River shall reimburse Lakeville within 30 days of receipt of an invoice. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good

faith negotiation and documentation of actual costs incurred in carrying out the work. Either Party may terminate the maintenance cost-sharing provision upon one (1) year written notice to the other Party.

12. Rules and Regulations. All work performed under this Agreement shall comply with applicable Minnesota Department of Transportation standards, Municipal State-Aid requirements, and applicable federal, state, and local laws.
13. Indemnification. Each Party agrees to defend, indemnify, and hold harmless the other Party against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from its own negligent acts or omissions and/or those of its employees or agents. All parties to this Agreement recognize that provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
14. Employees. Employees of one Party shall not be considered employees of the other Party for any purpose, including workers' compensation coverage, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of Lakeville's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Credit River. The opposite situation shall also apply to any and all claims made by any third party as a consequence of any act or omission on the part of Credit River's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Lakeville.
15. Records and Audit. Pursuant to Minnesota Statutes § 16C.05, Subdivision 5, all records relating to this Agreement shall be maintained for a minimum of six (6) years and shall be subject to audit by the State Auditor or Legislative Auditor.

16. Term of Agreement. This Agreement shall be effective upon execution by both Parties and shall remain in effect for a period of ten (10) years, unless terminated earlier by mutual written agreement.
17. Periodic Review. The Parties agree to conduct a joint review of this Agreement prior to expiration of the ten-year term to determine whether continuation, modification, or termination is appropriate based on roadway condition, maintenance costs, and jurisdictional needs.
18. Entire Agreement. This Agreement supersedes all prior agreements related to Judicial Road, including the Joint Powers Agreement dated October 1, 2007, except as expressly incorporated herein.
19. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

CITY OF LAKEVILLE
Zach Johnson
City Engineer (or successor)
20195 Holyoke Avenue
Lakeville, MN 55044
Office: 952-985-4500
zjohnson@lakevillemn.gov

CITY OF CREDIT RIVER
Steve Devine-Jelinski
City Administrator (or successor)
18985 Meadow View Boulevard
Prior Lake, MN 55372
Office: 612-357-4172
cityadmin@creditriver-mn.gov

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

Zach Johnson, City Engineer

By _____
Mayor

(SEAL)

By _____
City Clerk

Date: _____



CITY OF CREDIT RIVER

By _____
Mayor

(SEAL)

By _____
City Clerk

Date: _____



Date: 5/18/2026

Resolution Accepting Donation From Gary and Carole Turner

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to accept a \$100.00 donation from Gary and Carole Turner to the Lakeville Fire Department.

Overview

Lakeville Fire Department was presented a donation of \$100.00 from Gary and Carole Turner. The donation was provided to the Lakeville Fire Department for responding to a call from the Turner family on April 29, 2026, to rescue a cat that was stuck in a tree. The funds will be used to assist in the purchase of medical supplies.

Supporting Information

None

<p>Financial Impact: Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service, Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief</p>

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION ACCEPTING DONATION FROM GARY AND CAROLE TURNER

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

WHEREAS, the City of Lakeville’s Fire Department has received a donation from Gary and Carole Turner in the amount of \$100.00; and

WHEREAS, the donation is beneficial to the fire department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the donation is hereby officially accepted and acknowledged with gratitude to the donor; and

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

ADOPTED by the Lakeville City Council this 18th day of May 2026

CITY OF LAKEVILLE:

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 5/18/2026

Certificate of Completion related to Interstate South Logistics Park

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Certificate of Completion

Overview

On August 27, 2018 the City Council approved a Development Agreement with Scannell Properties for the development of Interstate South Logistics Park. The agreement established the terms and conditions for the completion of public and private improvements. Scannell Properties has completed all obligations related to the construction of required public improvements and requests approval of a Certification of Completion related to such. Issuance of the certificate does not waive any continuing obligations under the agreement. This request has been reviewed and approved by the engineering department and city attorney.

Supporting Information

1. CERTIFICATE OF COMPLETION INTERSTATE SOUTH LOGISTICS PARK

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

(Space Reserved for Recording Data.)

CERTIFICATE OF COMPLETION

Date: May _____, 2026

The undersigned hereby certifies that **SCANNELL PROPERTIES #180, LLC**, an Indiana limited liability company (“Developer”) has fully complied with its obligations to construct the required public improvements under that certain Development Contract dated August 27, 2018 (“Development Contract”) and recorded October 3, 2018, in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **A3273921**, as amended by First Amendment to Development Contract dated December 19, 2018 and recorded December 21, 2018 in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **A3285949** (collectively, the “Development Contract”) by and between the CITY OF LAKEVILLE, a Minnesota municipal corporation (the “City”) and Developer relating to the property legally described on the attached Exhibit “A”. The issuance of this Certificate of Completion by the City does not affect, modify, or terminate the additional and continuing duties, covenants, and obligations of Developer, or its successors and assigns, as stated in the Development Contract. The Dakota County Recorder is hereby authorized to accept for recording the filing of this instrument, to be a conclusive determination of the satisfaction and termination of the covenants and conditions of the Development Contract described above.

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

EXHIBIT A

Lot 1, Block 1, Interstate South Logistics Park, Dakota County, Minnesota, a plat of subdivision recorded as Document No. 3273919, of the Dakota County, Minnesota records.



Date: 5/18/2026

**Supplemental Agreement with WSB
for Professional Services for Rough Fish Management on East Lake**

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for 2026 rough fish management on East Lake, City Project 26-41.

Overview

The City continues its long-term efforts to improve water quality and aquatic habitat conditions in East Lake through targeted rough fish management. Between 2023 and 2025, the City partnered with the Vermillion River Watershed Joint Powers Organization (VRWJPO) to implement a series of strategies, including population assessments, installation of a deterrence system, permitting and multiple rough fish removals to reduce impacts on the lake. Those activities, along with data collection and documentation, were supported through a Clean Water Fund grant that concluded in 2025. The work helped establish a clearer understanding of the remaining rough fish population and the next steps needed to maintain progress.

The proposed 2026 project represents the next phase of this ongoing management strategy and will be funded solely by the City. The scope includes project management, Minnesota DNR permitting, and targeted removal of carp and goldfish biomass using baited box nets and automatic feeding stations. This work will also include documentation and reporting of the year's activities, as well as updated recommendations for future management activities.

WSB's supplemental agreement outlines the services and estimated costs to complete the 2026 East Lake rough fish removal effort. All work will be completed under the City's existing Master Services Agreement with WSB dated September 2021.

Supporting Information

1. 2026.05.06 WSB Supplemental Agreement

Financial Impact: \$44,669.00 **Budgeted:** Yes **Source:** Utility Fund - Env. Res.
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Maria Friedges, Environmental Resources Specialist



A PROPOSAL FOR

2026 East Lake Carp and Goldfish

FOR THE CITY OF LAKEVILLE, MINNESOTA



5/6/2026

Ms. Maria Friedges
Environmental Resources Manager
City Of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: 2026 East Lake Carp and Goldfish

Dear Ms. Friedges,

WSB is pleased to present this proposal to the City of Lakeville for the 2026 East Lake Carp and Goldfish project at East Lake. Our project understanding, scope of work, and proposed fee is listed below.

I. PROJECT UNDERSTANDING

In 2024 and 2025, carp and goldfish removal was pursued in East Lake with the goal to improve the water quality in East Lake by removing a portion of the rough fish population with a secondary goal to describe the remaining population of carp and goldfish. Results of this effort were described in a summary reports and recommendations for management were provided that aim to sustain progress gained through the 2024 and 2025 removal operations.

This 2026 proposal reflects the recommendations given in the 2025 summary report and those discussed with project partners in planning meetings.

II. SCOPE OF SERVICES

1. PROJECT MANAGEMENT AND PERMITTING

A. Project Management

1) Project management includes a variety of tasks including but not limited to disseminating project updates, tracking time and budget, and scheduling field activities.

B. MN DNR Permitting

1) A MN DNR fisheries research permit will be acquired to cover the field tasks outlined. A collection report and copy of the project report will be delivered to the DNR by the end of January 2027 to fulfill permit requirements.

2. REMOVAL OF CARP AND GOLDFISH BIOMASS

A. Baited box netting in East Lake using automatic feeding stations

1) This task utilizes three (3) baited box nets with small mesh size with automatic feeding stations to be sprung on seven (7) occasions to capture and remove carp goldfish. Carp and goldfish disposal is included under this task as are the rental fees for the box nets and feeding stations. Consideration will be given to moving the location of box nets if catch rates seem to be declining.

Automatic feeding stations will be refilled 3-5 days before a removal event is planned and the sites will be visited 1-2 days prior to the event to ensure that the net is prepped for deployment. The purchase of corn for bait is included under this task.

3. REPORTING

A. Reporting

1) The report will detail survey and removal activities in 2024-2026 and describe phosphorus load reductions because of rough fish biomass removal. This will be followed by recommendations for future carp and goldfish management action in East Lake.

III. ADDITIONAL SERVICES

Additional services may be added upon approval by both Client and Consultant via amendment to this Agreement.

IV. PROPOSED FEES, SCHEDULE AND ACCEPTANCE

Services outlined in Paragraphs 1-3 above will be provided for an hourly not-to-exceed fee of \$ 44,669.00.

The following fee table provides an overview of fees that are broken into the main categories of work.

PROJECT MANAGEMENT AND PERMITTING.....	\$1,516.00
REMOVAL OF CARP AND GOLDFISH BIOMASS ON EAST LAKE ...	\$40,721.00
REPORTING	\$2,432.00
TOTAL	\$44,669.00

V. SCHEDULE

Year Objective/Task	2026								2027
	May	June	July	August	Sept	Oct	Nov	Dec	Jan
O1TA									
O1TB									
O2TA									
O3TA									

ACCEPTANCE

This letter represents our entire understanding of the project scope. All work under this letter proposal will be governed by the Professional Services Agreement entered into between the City of Lakeville and WSB on 09/20/2021. If the scope and fee appear to be appropriate, please sign in the space provided and return one copy to our office. We are available to begin work once we receive signed authorization.

Sincerely,

WSB



I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement entered into between the City of Lakeville and WSB on September 20, 2021.

By: _____
 Name: _____
 Date: _____



Date: 5/18/2026

Confirmation of Planning Commission Chair

Proposed Action

Staff recommends adoption of the following motion: Move to confirm the election of Christine Zimmer as Chair of the Planning Commission for 2026.

Overview

Chapter 2-1-4A.1 of the City Code requires City Council confirmation of the election of Christine Zimmer as Chair of the Planning Commission from April 2026 to April 2027. Ms. Zimmer was elected Chair of the Planning Commission on a unanimous vote at the May 7, 2026 Planning Commission meeting. Ms. Zimmer was appointed to the Planning Commission by the City Council in April 2020, served as the Vice Chair from January 2023 to March 2025, and as the Chair from April 2025 to April 2026. The City Code allows a Planning Commission member to serve up to three consecutive years as the Chair

Supporting Information

None

<p>Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kris Jenson, Planning Manager</p>
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Date: 5/18/2026

Approval of Summary Ordinance for Publication on Local Lodging Tax Ordinance Amendments

Proposed Action

Staff recommends adoption of the following motion: move to approve the summary ordinance publication related to Ordinance No. 1123, Amending Title 3, Chapter 17 of the Lakeville City Code

Overview

At the May 4, 2026, City Council meeting, the City Council adopted Ordinance No. 1123 Amending Title 3, Chapter 17 of the Lakeville City Code concerning the local lodging tax. The ordinance includes amendments to incorporate bed and breakfasts and short-term residential rentals into the definition of lodging establishments subject to the local lodging tax and clarifies additional provisions related to definitions, exemptions, payments, and returns.

Due to the length of the ordinance, staff and the City Attorney's Office prepared a summary ordinance for publication in accordance with Minnesota law. The summary ordinance provides notice of the general purpose and effect of the adopted ordinance while allowing the full ordinance to remain available for public inspection at City Hall during regular business hours.

The City Council must formally approve the summary ordinance prior to publication.

Supporting Information

1. Summary for Publication Local Lodging Tax Amendment

<p>Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: <i>Ann Orlofsky</i>, City Clerk</p>

SUMMARY ORDINANCE NO. 1123

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 17 OF THE
LAKEVILLE CITY CODE CONCERNING LOCAL LODGING TAX**

NOTICE IS HEREBY GIVEN that on May 4, 2026, Ordinance No. 1123 was adopted by the City Council of the City of Lakeville.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 1123, the following summary of the Ordinance has been prepared for publication:

This Ordinance amends Title 3, Chapter 17 of the Lakeville City Code to include bed and breakfasts and short-term residential rentals in the definition of lodging as rentals that are subject to the local lodging tax, adding exceptions and exemptions and clarifying additional provisions of the chapter, including, but not limited to, definitions, the imposition of the tax, payments and returns.

A printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours.

Approved for publication by the City Council of the City of Lakeville, Minnesota this 18th day of May, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 5/18/2026

Resolution of Support for the City's Safe Streets for All (SS4A) Grant Application

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution of support authorizing submittal of an application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program for the development of a Comprehensive Safety Action Plan.

Overview

The City is requesting a resolution of support to submit an application to the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) grant program. This federal program provides funding for communities to develop Comprehensive Safety Action Plans focused on reducing, and ultimately eliminating, fatal and serious-injury crashes. Establishing an action plan is an important first step in strengthening the City's long-term approach to transportation safety, ensuring decisions are guided by data, community priorities, and proven strategies.

Through this grant, the City would develop a detailed, data-driven roadmap that identifies the City's most significant roadway safety challenges and outlines actionable steps to address them. This work will help the City better understand local crash trends, evaluate existing conditions, and prioritize investments that improve safety for all users (drivers, pedestrians, bicyclists) who rely on the City's transportation system. An approved Action Plan also positions the City to apply for future SS4A implementation grants to help fund targeted safety projects identified through the planning process.

The U.S. Department of Transportation is currently accepting applications for the Fiscal Year 2026 grant cycle, with submissions due May 26, 2026. A resolution of support from the City Council is required as part of the federal application.

Supporting Information

1. 2026.05.18 Resolution
2. Lakeville_CrashMap

<p>Financial Impact: \$30,000 Budgeted: Yes Source: Pavement Management Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Jonathan Nelson, Assistant City Engineer</p>

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION OF SUPPORT FOR SUBMITTING AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

WHEREAS, the U.S. Department of Transportation administers the Safe Streets and Roads for All (SS4A) Grant Program to support local efforts to develop Comprehensive Safety Action Plans aimed at reducing fatal and serious-injury crashes; and

WHEREAS, a Comprehensive Safety Action Plan uses data-driven analysis to identify roadway safety concerns, evaluate crash trends, and establish prioritized strategies to improve safety for all users; and

WHEREAS, between 2019 and 2025, City of Lakeville roadways experienced 12 fatal crashes, 104 serious-injury crashes, and 429 minor-injury crashes; and

WHEREAS, the City of Lakeville intends to apply for a \$150,000 SS4A grant, including the required 20% local match, to develop a Comprehensive Safety Action Plan that will guide long-term transportation safety investments and support efforts to reduce severe crashes; and

WHEREAS, an approved Action Plan is required to be eligible for future SS4A Implementation Grants that fund safety projects and strategies identified in the plan; and

WHEREAS, the U.S. Department of Transportation is accepting applications for Fiscal Year 2026 SS4A grants, with a submission deadline of May 26, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville hereby supports submitting an application to the U.S. Department of Transportation Safe Streets and Roads for All Grant Program for the development of a Comprehensive Safety Action Plan and authorizes City staff to prepare, finalize, and submit the grant application and all required supporting materials.

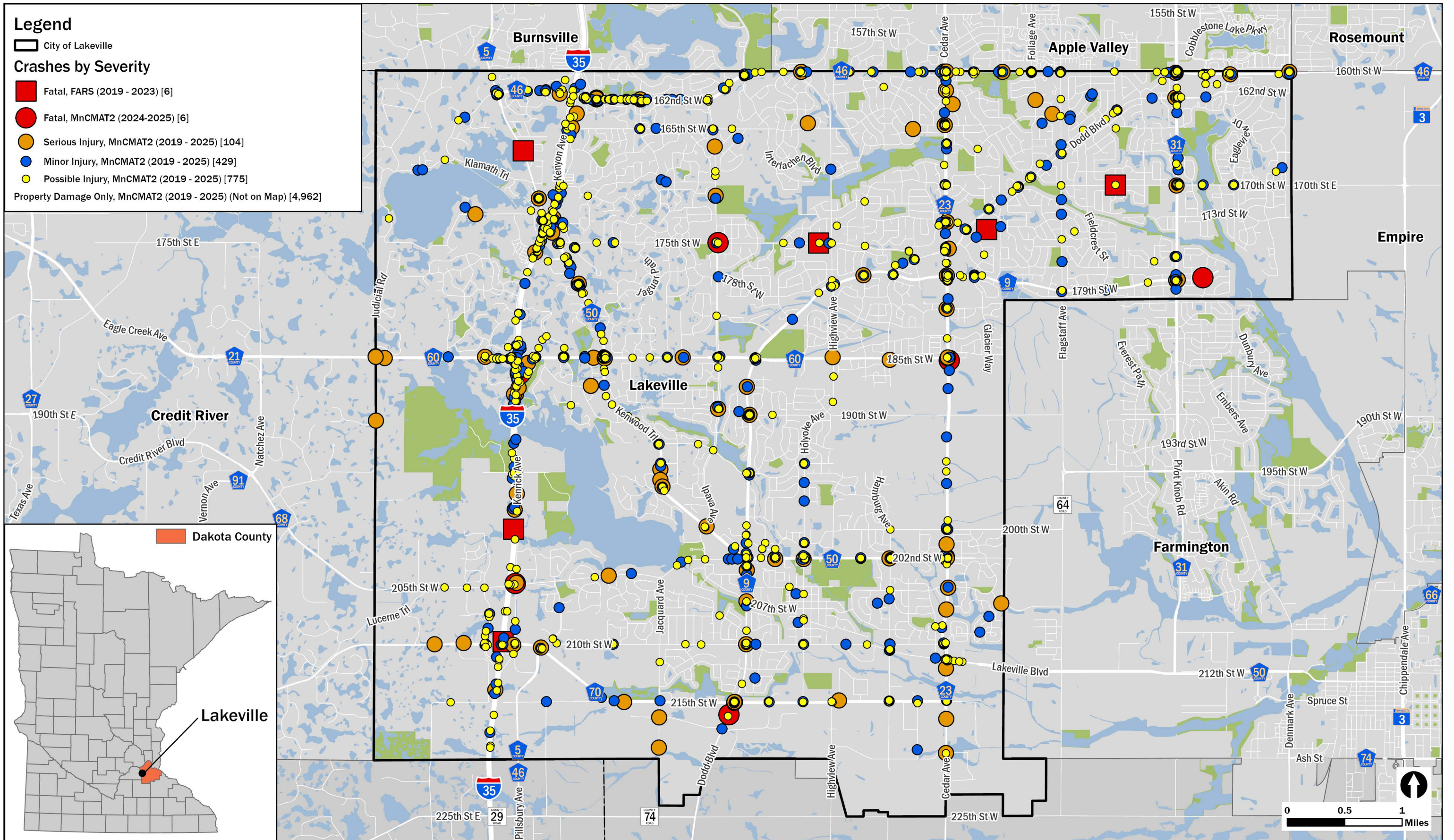
ADOPTED by the Lakeville City Council this 18th day of May 2026.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk





Date: 5/18/2026

Labor Agreement between IAFF Lakeville Professional Firefighters and City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: move to approve the labor agreement between IAFF Lakeville Professional Firefighters and the City of Lakeville.

Overview

This agreement represents the City's first collective bargaining agreement with the Fire Department bargaining unit. The agreement covers the full-time positions of: Firefighter, Captain and Fire Inspector. As an initial contract, the agreement establishes the foundational terms and conditions of employment and addresses mandatory bargaining topics, including wages, hours, working conditions, benefits, grievance procedures, and other operational matters unique to the department.

Supporting Information

1. IAFF Labor Agreement

<p>Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director</p>

MASTER AGREEMENT

BETWEEN

City of Lakeville

AND

Lakeville Professional Firefighters

IAFF LOCAL 5542



Effective 01/01/26 through 12/31/27

The union reserves the right to modify, amend, delete or add to their proposal at any time.

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Article 1: Purpose of AGREEMENT

This AGREEMENT is entered into as of 01/01/2026, between the CITY OF LAKEVILLE, hereinafter called the EMPLOYER, and the Lakeville Professional Firefighters IAFF Local 5542 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
- 1.3 To set forth herein the basic and full AGREEMENT between the parties concerning rates of pay, hours, and other conditions of employment.

The EMPLOYER and the UNION through this AGREEMENT shall continue their dedication to the highest quality fire service and protection to the residents of LAKEVILLE. Both parties recognize the AGREEMENT as a pledge of this dedication.

Article 2: Recognition

The EMPLOYER recognizes the UNION as the exclusive representative for all EMPLOYEES in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 25PCE1101 as:

All Firefighters within the meaning of Minn. Stat. 179A.03, subd. 7, who are employed by the City of Lakeville, Minnesota and are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179A.03, subd 17 and 4, and all other employees

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

To Include:

Full Time Firefighters

Full Time Captains

Fire Inspectors

Article 3: Definitions

CITY: The City of Lakeville.

Department: The Lakeville Fire Department.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

EMPLOYER: The City of Lakeville.

Overtime Rate: One and a half (1.5) times the EMPLOYEES current pay rate.

UNION: Lakeville Professional Firefighters IAFF L5542.

Workday: Normally scheduled 8-hour or 24-hour shift.

Probationary Period: One (1) year from date of hire. Six (6) months from date of promotion.

Article 4: Discrimination

Neither the EMPLOYER nor the UNION shall discriminate against any EMPLOYEE covered by the AGREEMENT because of their membership or non-membership in the UNION.

Article 5: EMPLOYER Security

The UNION and EMPLOYEES of the Lakeville Fire Department agree that during the life of this AGREEMENT, they will not cause, encourage, participate in or support any strike. Violations of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure of this contract.

Article 6: EMPLOYER Authority

The EMPLOYER and UNION recognize and agree that except as expressly modified in this AGREEMENT, the EMPLOYER has and retains all rights and authority necessary for it to direct and administer the affairs of the Fire Department and to meet its obligations under federal, state and local law, such rights to include, but not be limited to those rights specified in Minnesota Statutes, Section 179A.07, Subd 1.

Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate. Changes to the above shall be effective not less than three calendar days after posting except in cases of agreement from both parties.

Article 7: EMPLOYER to Defend and Indemnify EMPLOYEES

The EMPLOYER and the UNION recognize the EMPLOYER'S responsibility to defend and indemnify EMPLOYEES as required by Chapter 466 and by Section 471.86 of Minnesota Statutes.

Article 8: UNION Security

- 8.1 Dues Deduction: The EMPLOYER agrees to deduct the UNION membership initiation fee and bi-weekly dues from the pay of those EMPLOYEES who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the EMPLOYER by a representative of the UNION, and the aggregate deductions of all EMPLOYEES shall be remitted to the representative by the first of the succeeding month, after such deductions are made.
- 8.2 Indemnification: The UNION shall indemnify and hold harmless the EMPLOYER for and from any claims for wrongful dues deduction which is occasioned by UNION action or neglect.
- 8.3 Bulletin Boards: The CITY shall provide reasonable bulletin board space at work locations for use by the UNION in posting notices of UNION business and activities.

The EMPLOYER acknowledges that designated UNION members are permitted a reasonable amount of time to engage in the following UNION activities during working hours, provided that the UNION members have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the EMPLOYER.

- 8.4 Represent EMPLOYEES who have requested UNION representation during departmental investigations or other situations in which an EMPLOYEE is entitled to be accompanied by a UNION representative.
- 8.5 Collective bargaining with EMPLOYER representatives.
- 8.6 Meeting with representatives of the EMPLOYER regarding terms and conditions of employment or managerial policies impacting EMPLOYEES.
- 8.7 Participating in Labor Management Committee meetings.
- 8.8 Grievance-related activities.
- 8.9 Members of the UNION's collective bargaining AGREEMENT negotiation committee shall be allowed to negotiate collective bargaining AGREEMENTs with the EMPLOYER while on-duty when scheduled negotiation sessions fall on days said members are on-duty.

The EMPLOYER reserves the right to place reasonable limitations on the number of UNION representatives that may simultaneously engage in the same activity while on duty.

Article 9: Special Meetings

The EMPLOYER and the UNION agree to meet and confer on matters of interest to both parties upon the request of either party. A date for the Special Meeting shall be agreed upon within ten (10) calendar days.

Article 10: Hours of Work

EMPLOYEES will be assigned a primary pay rate based on an averaged fifty-six (56) hour workweek and/or a secondary pay rate based on a forty (40) hour workweek at the CITY's sole discretion.

When an EMPLOYEE is assigned to work a primary schedule of an averaged 56-hour workweek, they will be subject to the wage and benefits policies for EMPLOYEES assigned to work an averaged 56-hour workweek. When an EMPLOYEE is assigned to work a secondary schedule of a 40- hour workweek, they will be subject to the wage and benefits policies for EMPLOYEES assigned to work a 40-hour workweek.

Article 11: Work Schedules

The CITY reserves the right to unilaterally establish a work period under the provisions of the Federal Fair Labor Standards Act. If such notice is given, the parties shall meet and confer on alternative scheduling models.

Article 12: Seniority

DEFINITION OF SENIORITY:

- 12.1 "Total seniority" shall be defined as the length of continuous and uninterrupted full-time employment by the EMPLOYER from the most recent date of hire. In the event multiple EMPLOYEES have the same hire date, the "Total seniority" shall be determined by scoring of the hiring process. EMPLOYER shall provide the UNION with both scoring methodology and results from hiring process.
- 12.2 "Classification seniority" shall be defined as the length of cumulative service in a specific job classification within the EMPLOYER where "total seniority" remains unbroken. Classification seniority is used to determine the order of layoff when there is a specific reduction in a classification. When two or more EMPLOYEES have the same seniority date, the tie is broken by their seniority ranking defined in total seniority.
- 12.3 A reduction in workforce will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall be given opportunity to work within two (2) years of the time of their layoff before any new EMPLOYEE is hired.

Article 13: Work Schedule Changes

Except in the case of an emergency, as identified by the EMPLOYER, if it is deemed necessary to move an EMPLOYEE from one shift to another or to make a change to the primary hours shift, that change must be made with thirty (30) days' notice unless the EMPLOYEE agrees to shorter notice period in writing. An EMPLOYEE may request a change in shift assignment, however the discretion to approve lies solely with the FIRE CHIEF or designee.

Article 14: Working Conditions

EMPLOYEES shall not be required to perform services for which they are not qualified based on requirements of licensure except to the extent that such work is now being performed by the firefighters.

Article 15: Discipline

- 15.1 The EMPLOYER may discipline EMPLOYEES for just cause. Discipline will be in one of the following forms, not necessarily in progressive order: Oral Reprimand, Written Reprimand, Suspension, Demotion, or Discharge.
- 15.2 All discipline will be memorialized in writing. Discipline beyond an oral reprimand is placed in the EMPLOYEE's Personnel File and shall be acknowledged by signature of the EMPLOYEE.
- 15.3 During the new hire probationary period, an EMPLOYEE may be disciplined or discharged at the sole discretion of the EMPLOYER.
- 15.4 Reprimand will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time for which the suspension shall be effective. Demotions will state the classification to which the EMPLOYEE is demoted.
- 15.5 The EMPLOYER shall notify the UNION president in written or electronic form when an EMPLOYEE is under investigation and/or disciplined. If such situation occurs where the UNION president is under investigation, notification shall fall to the UNION vice president. The EMPLOYEE retains the right to not have the union notified.
- 15.6 All disciplinary action up to and including written reprimand shall remain in the EMPLOYEE's file in accordance with the adopted records retention policy of the CITY.

Article 16: Grievance Procedure

Definition of Grievance:

Grievance as used in this section shall be defined as any dispute or disagreement as to the interpretation or application of any term or terms expressed in this AGREEMENT. The definition of grievance shall also include any dispute or disagreement as to just and reasonable cause for discharge or other discipline. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be strictly adhered to as set forth hereinafter or the grievance is forfeited. All grievances must be filed within twenty-one (21) calendar days after the occurrence of the circumstances giving rise to the grievance or twenty- one (21) calendar days after the aggrieved had actual knowledge of the occurrence. Otherwise, the right to file a grievance is forfeited, and no grievance shall be deemed to exist.

UNION Representation:

The EMPLOYER shall recognize a UNION Grievance Committee of not more than three (3) EMPLOYEES selected by the UNION as grievance representatives of the bargaining unit. The UNION shall notify EMPLOYER in writing of the names of such grievance committee members and of their successors and alternates. The grievance committee shall process grievances at times other than their normal duty hours unless specifically permitted to do so by the Fire Chief or his/her designated representative.

Step 1:

An EMPLOYEE's grievance or those grievances submitted by the UNION shall be made in writing to the ASSISTANT FIRE CHIEF, OR FIRE CHIEF'S DESIGNATED REPRESENTATIVE. The written grievance shall set forth the nature of the grievance, the fact upon which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The ASSISTANT FIRE CHIEF, OR FIRE CHIEF'S DESIGNATED REPRESENTATIVE shall discuss the grievance with the EMPLOYEE and/or grievance committee and submit a written reply giving reasons for their determination to the EMPLOYEE and/or grievance committee within ten (10) calendar days after receipt of the written grievance.

Step 2:

If the grievance is not settled in Step 1 and the EMPLOYEE and/or the grievance committee desires to appeal the grievance shall be presented in writing to the Fire Chief within ten (10) calendar days after the ASSISTANT FIRE CHIEF, OR FIRE CHIEF'S DESIGNATED REPRESENTATIVE answer in Step 1. The Fire Chief or representative shall meet with the EMPLOYEE and/or Grievance Committee and give a written answer, giving the reasons for the determination of the EMPLOYEE grievance within ten (10) calendar days of receipt of the written grievance.

Step 3:

If the grievance is not resolved in the second step, the Grievance Committee shall notify the CITY Administrator or their representative in writing of the desire to appeal within ten (10) calendar days after receipt of the Fire Chief's answer. The CITY Administrator or designated representative (such as

the HR Director) shall meet with the Grievance Committee and submit a written answer, giving the reasons for the determination, within ten (10) calendar days of receipt of the written grievance.

Step 4 - Mediation:

If the grievance is not resolved at Step 3 of the grievance procedure, either party may submit the issue(s) in dispute to mediation within fifteen (15) calendar days following the CITY Administrators' or designated representative's final answer in Step 3. Submitting the grievance to mediation preserves timelines set forth in Sections 4 and 6 of this Article.

Step 5 - Arbitration:

If both parties, having exhausted the grievance steps herein, cannot settle a grievance, either party may submit the issue(s) in dispute to arbitration as provided in the Public Employment Labor Relations Act of 1971, as amended. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of the referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) calendar days, either party may submit the issue in dispute to arbitration as provided in the Public Employment Labor Relations Act of 1971 as amended.

Section 4: Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written AGREEMENT of the EMPLOYER and the EMPLOYEE and/or Grievance Committee involved in each step.

Section 5: Duties of Arbitration

The arbitrator or arbitration board shall have no right to amend, modify, nullify, ignore, add to subtract from the provisions of this AGREEMENT. The arbitrator or arbitration board shall consider and decide only the specific issue submitted to them in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing their decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation of the meaning or application of the express terms of this AGREEMENT to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on both the EMPLOYER and the UNION.

Section 6: Choice of Remedy for Discipline Grievances

If an EMPLOYEE has a grievance regarding just and reasonable cause for discharge or other discipline, and if the grievance remains unresolved because of the written EMPLOYER'S response in Step 3 or failure to resolve through mediation in Step 4, the EMPLOYEE shall have the right to arbitration in Step 5.

Section 7: Waiver of Right to Veteran Preference Hearing

Some EMPLOYEES covered by this AGREEMENT may have the individual right to contest a removal from a position or employment under Minn. Stat. §197.46. Once an EMPLOYEE requests a hearing under Minn. Stat. §197.46, the UNION's right to pursue a grievance under this Article is terminated.

Section 8: Fees and Expenses

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

No action by the UNION under this AGREEMENT shall prevent an EMPLOYEE from pursuing a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Article 17: Wages

See ADDENDUM A for wage scale tables.

Newly hired and rehired EMPLOYEES may be started at any step deemed appropriate by the EMPLOYER based on previous full-time experience. Upon successfully completing the probationary period, EMPLOYEES will move to the next step of the appropriate wage table. EMPLOYEES continue to receive step adjustments annually based on the date of hire into their current position with LAKEVILLE, until reaching the top step of the wage table.

Article 18: Overtime

This article applies to all bargaining members specified. Overtime compensation shall comply with the Fair Labor Standards Act (FLSA) and Minnesota Statutes, including applicable public safety exemptions. Overtime shall be compensated as one and one-half (1.5x) the EMPLOYEE'S regular rate of pay. For those on a primary schedule of 40 hours per week, EMPLOYEES will receive overtime for all hours in excess of 40 hours within a work week as determined by established payroll periods. EMPLOYEES moving temporarily from one primary schedule to another will abide by the overtime rules applicable to their current schedule.

18.1 EMPLOYEES required to remain on duty beyond their scheduled shift due to an emergency, staffing need, or ongoing incident shall be compensated at the overtime rate for all holdover time worked.

18.2 Overtime will be calculated to the nearest 15-minute increment.

- 18.3 Any EMPLOYEE who is called back to duty outside of their regularly scheduled shift shall receive a minimum of three (3) hours of overtime pay, regardless of the actual time worked. Time worked beyond the three-hour minimum shall be compensated in fifteen (15) minute increments at the applicable overtime rate. A callback occurs when an EMPLOYEE has completed their scheduled shift and is off-duty and is requested to return to work.
- 18.4 Any hours worked in excess of the FLSA work period threshold will be paid at the applicable overtime rate, or taken as COMP time, if not classified otherwise in this Article or Agreement.

Article 19: Working Out of Classification

When an EMPLOYEE is required to work at a higher classification those EMPLOYEES hourly wage shall be increased by ten percent (10%) for the duration of the time that they are working out of classification. Out of class assignment is defined as an assignment of an EMPLOYEE by a department authority to substantially perform the duties and responsibilities of a position different from the EMPLOYEE'S regular position for a period more than four (4) continuous hours.

Article 20: Changes in Qualification

EMPLOYEES employed as of 06/01/2026 shall not be required to obtain paramedic certification as a condition of continued employment. However, the EMPLOYER retains the right to modify staffing levels, classifications, and deployment models, and may reduce, reassign, or eliminate positions based on operational needs. Nothing in this provision guarantees the continuation of any specific position or assignment.

Article 21: Wages After Promotion/Demotion

- 21.1 Upon promotion to a higher classification the EMPLOYEE shall be assigned to a step in the new classification that is no less than five percent (5%) above the EMPLOYEE'S previous step scale.
- 21.2 The wage of an EMPLOYEE who voluntarily demotes to a lower classification or who is demoted for disciplinary reasons shall be at the wage step at which they would have been in the lower job classification if they had been serving in such lower classification during the period they served in the higher classification.

Article 22: Healthcare Savings Plan

At the end of the calendar year, any PTO hours more than the maximum carryover shall be converted and contributed in kind to the EMPLOYEE'S MSRS Healthcare Savings Plan by the EMPLOYER.

Article 23: Court Pay

EMPLOYEES required by the EMPLOYER to testify in Court or administrative proceedings at a time other than their normal scheduled shift shall receive a minimum of three (3) hours at one and one-half (1.5x) the EMPLOYEE's regular base rate of pay.

Article 24: Physical and Mental Health

- 24.1 The EMPLOYER will provide annual physicals for all full-time EMPLOYEES in accordance with current department policy and procedure.
- 24.2 Upon completion of a cardiac exam, the EMPLOYER agrees to reimburse eligible EMPLOYEE up to \$400 for EMPLOYEE out of pocket expenses not covered by health insurance every three (3) years. Proof of exam and payment must be submitted for reimbursement within 45 days of exam date.
- 24.3 All EMPLOYEES may receive up to five voluntary mental health counselling sessions annually as needed by the individual provided by the city. The EMPLOYER will offer CISD or similar after incident counselling on traumatic incidents. The DEPARTMENT will consult with the Union on mental health support and training.

Article 25: Insurance

- 25.1 The EMPLOYEE will maintain eligibility for the EMPLOYERS current group insurance benefits. These benefits shall be adopted by council resolution annually.
- 25.2 The City of Lakeville will provide an EMPLOYER contribution to health insurance based on the lowest cost, high-deductible plan. The EMPLOYER will contribute 100% toward EMPLOYEE only (single) coverage and not less than 70% for two-party or family coverage options. Once these employer values are set, they will be applied to the other plan options.
- 25.3 The EMPLOYER shall contribute 100% of the monthly cost for \$50,000 Life Insurance for the EMPLOYEE as per the coverage and terms of the policy.
- 25.4 The EMPLOYER shall contribute 100% of the monthly cost of the long-term disability insurance policy for all eligible employees.
- 25.5 Should the EMPLOYER contribution amounts to group benefits decrease, both parties shall be entitled to reopen this section of the contract. The reopener shall be limited solely to the issue of benefits.

Article 26: Comp Time

- 26.1 All EMPLOYEES party to this agreement shall be eligible for accrual and utilization of COMP time as defined in City Policy.
- 26.2 For EMPLOYEES that work a 40-hour weekly schedule: The maximum number of COMP hours that may be accumulated shall be 80 hours. All COMP time hours over 40 hours will be paid out to the EMPLOYEE on the last pay period of the year.
- 26.3 For EMPLOYEES that work an averaged 56-hour weekly schedule: The maximum number of COMP hours that may be accumulated and carried over into the next year shall be 48 hours.

Article 27: Paid Time Off (PTO)

- 27.1 All eligible EMPLOYEES will accrue PTO according to the applicable table provided in this section by work schedule.
- 27.2 Limits pertaining to usage and procedural guidelines shall be defined by city policy, as shall usage and guidance for ESST leaves.
- 27.3 When switching between a 40-hour and a 56-hour schedule for a long-term change, accrual rates will be adjusted accordingly.
- 27.4 No EMPLOYEE entering into this agreement will be moved to the PTO plan that is currently covered under a legacy Sick and Vacation plan.
- 27.5 Maximum carryover shall be limited to 480 hours for EMPLOYEES who work an average 40-hour work week, for EMPLOYEES that work an average 56-hour work week the maximum shall be 672 hours. Carryover limits will be determined by the EMPLOYEE'S permanent work schedule.

Annual Accrual Schedules:

40-hour EMPLOYEE

1st Year of Employment	144 hours
2nd Year of Employment	144 hours
3rd Year of Employment	152 hours
4th Year of Employment	152 hours
5th Year of Employment	160 hours
6th Year of Employment	160 hours
7th Year of Employment	176 hours
8th Year of Employment	176 hours
9th Year of Employment	192 hours
10th Year of Employment	192 hours
11th Year of Employment	208 hours
12th Year of Employment	208 hours
13th Year of Employment	224 hours
14th Year of Employment	224 hours
15th Year of Employment	240 hours

56-hour EMPLOYEE

1st Year of Employment	202 hours
2nd Year of Employment	202 hours
3rd Year of Employment	213 hours
4th Year of Employment	213 hours
5th Year of Employment	224 hours
6th Year of Employment	224 hours
7th Year of Employment	247 hours
8th Year of Employment	247 hours
9th Year of Employment	269 hours
10th Year of Employment	269 hours
11th Year of Employment	292 hours
12th Year of Employment	292 hours
13th Year of Employment	314 hours
14th Year of Employment	314 hours
15th Year of Employment	336 hours

Article 28: Injury on Duty & Duty Restrictions

- 28.1 EMPLOYEES injured while on duty shall be paid the difference between the EMPLOYEE's regular rate of pay and any Workers' Compensation benefit. The EMPLOYEE shall receive supplementary payments from the EMPLOYER equal to the difference between the total amount of all EMPLOYER Injury-related benefits, i.e. Workers' Compensation, and their normal rate of pay. Such time shall not be charged against the EMPLOYEE's leave banks. This shall be supplied for a maximum period per incident not to exceed 90 consecutive calendar days from the date of injury.
- 28.2 Such injury-on-duty pay shall be granted only to EMPLOYEES certified by the Workers' Compensation carrier as being incapacitated because of injury incurred while on the actual performance of CITY assigned duties and only during the period they remain so certified.
- 28.3 The EMPLOYER shall have the discretion to require an injured EMPLOYEE to submit to a medical examination by competent medical authority approved by the CITY to determine if the EMPLOYEE is capable and qualified to return to any assigned CITY duties commensurate with their capabilities.
- 28.4 To qualify for such compensation an EMPLOYEE shall comply with all requirements of the Minnesota Workers' Compensation Act.
- 28.5 The EMPLOYER may offer temporary modified duty for an EMPLOYEE unable to perform assigned regular duties. The EMPLOYEE may request this work modification with a letter from their attending physician. Once work modification has been requested, the EMPLOYEE will remain on modified duty until EMPLOYEE is released from the care of their physician. Upon release from the EMPLOYEE'S attending physician, said EMPLOYEE shall be returned to their previously held position. This release shall be in written form.
- 28.6 Modified duty shall mean an assignment within the City, as determined by the FIRE CHIEF or DESIGNEE, that falls within the restrictions provided by the EMPLOYEE'S attending physician.
- 28.7 The city shall comply with Minnesota Statutes 181.939 and 181.940, Minnesota's Nursing Mothers, Lactating EMPLOYEES, and Pregnancy Accommodations.
- 28.8 If the EMPLOYER determines that the EMPLOYEE's fitness for duty is not in line with the provided readiness to work documentation, or they determine the physician documentation to be not well defined, the EMPLOYER reserves the right to request the EMPLOYEE return to the physician for more clear and accurate guidance.

Article 29: Holidays

New Year's Day – January 1 st	Martin Luther King Day – 3 rd Monday in Jan.
President's Day – 3 rd Monday in February	Memorial Day – Last Monday in May
Juneteenth – June 19 th	Independence Day – July 4 th
Labor Day – 1 st Monday in September	Veterans Day – November 11 th
Thanksgiving Day – 4 th Thursday in Nov.	Day after Thanksgiving – 4 th Friday in Nov.
Christmas Eve – December 24 th	Christmas Day – December 25 th

- 29.1 On January 1 of any year, the EMPLOYEE will receive the applicable hours of holiday leave. Any hours in the Holiday Leave bank which are not used will be paid out on the first payroll of December. These accruals shall be prorated for an EMPLOYEE who starts employment during the year.
- 29.2 EMPLOYEES working 56-hour schedule will be given a bank of 240 holiday hours. Holiday hours must be used in full shift increments. (24 Hours)
- 29.3 EMPLOYEES working 40-hour schedules shall receive the holidays listed above with pay provided, however the EMPLOYEES may be scheduled to work on paid holidays when the nature of their duties or other conditions require.
- 29.4 When converting from a 56-hour schedule to a 40-hour schedule temporarily, an EMPLOYEE must use Holiday Time for any holiday that occurs during that time.
- 29.5 Use of holiday hours, and the restrictions thereof, shall defer to departmental policy.

Article 30: Training Time

- 30.1 The Lakeville Fire Department takes extensive consideration and attention to educate and train their members so they can perform their duties to their best capability. The CITY of Lakeville strives to exceed requirements from State or Federal regulators. When possible, the CITY of Lakeville encourages all its EMPLOYEES to further their education.
- 30.2 Due to budget limitations, EMPLOYEE fairness, and personnel restraints, the Lakeville Fire Department will find at times the necessity to limit the amount of training leave that will be provided to each EMPLOYEE.
- 30.3 The FIRE CHIEF will define and implement a policy for voluntary training such that offerings and attendance is equitable across all members of the Lakeville Fire Department.

Article 31: Exchange of Shifts / Trades

- 31.1 The Fire Chief or designee must approve the shift exchange in question.
- 31.2 EMPLOYEES will only be allowed to exchange shifts with other qualified EMPLOYEES.
- 31.3 The person initiating the shift exchange shall be responsible for the completion of all documentation of shift exchange and shall forward the original to the Supervisor or designee.
- 31.4 The date(s) for which the “exchanged” time shall be “paid back” within the calendar year (January to December)
- 31.5 Any individual who has agreed, in the system, to shift exchange with another EMPLOYEE shall be responsible for the exchanged shift.
- 31.6 If the individual who agreed to the shift exchange calls in sick to the agreed upon shift, they will use PTO hours from their PTO bank to cover the shift hours.
- 31.7 Shift exchanges are not allowed for shifts that have required training or meetings scheduled.
- 31.8 If an individual does not follow the above stated policy, they may have their shift exchange privileges suspended by the EMPLOYER.

Once an EMPLOYEE (EMPLOYEE A) has agreed to exchange shifts with another EMPLOYEE (EMPLOYEE B), that EMPLOYEE (EMPLOYEE A) is responsible for the shift that the EMPLOYEE (EMPLOYEE A) accepted, to the same extent as if it were the EMPLOYEE’s normal assigned shift. Hours worked by the EMPLOYEE (EMPLOYEE A) responsible for the shift will not count towards the calculation of overtime hours for that EMPLOYEE.

Article 32: Savings Clause

This AGREEMENT is subject to the Laws of the United States and the State of Minnesota. In the event any provision of this AGREEMENT shall be held unlawful or unenforceable by any court or administrative agency of the State of Minnesota or United States of competent jurisdiction, such provisions shall be voided. All other provisions shall continue in full force and effect. The EMPLOYER agrees that it will provide the UNION with at least thirty (30) days’ prior written notice prior to any change and further agrees to at least one (1) meet and confer session with the UNION during said thirty (30) days. The voided provision shall be renegotiated at the request of either party.

Article 33: Complete AGREEMENT

The EMPLOYER and the UNION acknowledge that during the meetings and negotiations which resulted in this AGREEMENT, each had the right and opportunity to make demands and proposals concerning the terms and conditions of employment. The AGREEMENTs and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.

Any and all prior CITY resolutions, the Personnel Policy Guide, or written Department rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

All amendments and appendixes to this AGREEMENT shall be identified, dated, and signed by representatives of the UNION and the EMPLOYER and shall be part of this AGREEMENT.

Article 34: Duration and Effective Date of this AGREEMENT

This AGREEMENT shall be effective as of the (1-January-2026) and shall remain in full force and effect to and including (31-December-2027). It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than ninety (90) calendar days prior to the expiration of this AGREEMENT that it desires to modify or terminate the AGREEMENT. In the event such notice is given, negotiations will begin with an initial meeting scheduled by mutual AGREEMENT.

In the event such written notice is given, and a new AGREEMENT is not signed before the expiration date of the old AGREEMENT, then said AGREEMENT is to continue in force until a new AGREEMENT is signed.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 18th day of April, 2026.

FOR IAFF Local 5542

Dated: 05/12/2026, 2026

By: Thomas Ness
Thomas Ness (May 12, 2026 23:03:26 CDT)

Union Representative

Dated: 05/12/2026, 2026

By: Britt Nelson
Britt Nelson (May 12, 2026 21:09:53 CDT)

Union Representative

FOR CITY OF LAKEVILLE

Dated: _____, 2026

By: _____

Mayor Luke Hellier

Dated: _____, 2026

By: _____

City Administrator Justin Miller

Addendum A (Wage Tables)

Firefighter Primary Rate 2026								
Average 56 hours per week (2912 hours per year) 28-day Shift								
Grade 08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 75,045.94	\$ 77,860.16	\$ 80,779.91	\$ 83,809.18	\$ 86,952.01	\$ 90,212.70	\$ 93,595.70	\$ 97,105.54
Hourly	\$ 25.77	\$ 26.74	\$ 27.74	\$ 28.78	\$ 29.86	\$ 30.98	\$ 32.14	\$ 33.35
Firefighter Secondary Rate 2026								
Average 40 hours per week (2080 hours per year)								
Grade 08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 75,045.94	\$ 77,860.16	\$ 80,779.91	\$ 83,809.18	\$ 86,952.01	\$ 90,212.70	\$ 93,595.70	\$ 97,105.54
Hourly	\$ 36.08	\$ 37.43	\$ 38.84	\$ 40.29	\$ 41.80	\$ 43.37	\$ 45.00	\$ 46.69
Fire Inspector Primary Rate 2026								
Average 40 hours per week (2080 hours per year)								
Grade 10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 84,321.64	\$ 87,483.69	\$ 90,764.32	\$ 94,167.98	\$ 97,699.28	\$ 101,363.01	\$ 105,164.11	\$ 109,107.77
Hourly	\$ 40.54	\$ 42.06	\$ 43.64	\$ 45.27	\$ 46.97	\$ 48.73	\$ 50.56	\$ 52.46
Captain Primary Rate 2026								
Average 56 hours per week (2912 hours per year) 28-day Shift								
Grade 12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 94,743.77	\$ 98,296.67	\$ 101,982.79	\$ 105,807.15	\$ 109,774.91	\$ 113,891.47	\$ 118,162.39	\$ 122,593.48
Hourly	\$ 32.54	\$ 33.76	\$ 35.02	\$ 36.33	\$ 37.70	\$ 39.11	\$ 40.58	\$ 42.10
Captain Secondary Rate 2026								
Average 40 hours per week (2080 hours per year)								
Grade 12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 94,743.77	\$ 98,296.67	\$ 101,982.79	\$ 105,807.15	\$ 109,774.91	\$ 113,891.47	\$ 118,162.39	\$ 122,593.48
Hourly	\$ 45.55	\$ 47.26	\$ 49.03	\$ 50.87	\$ 52.78	\$ 54.76	\$ 56.81	\$ 58.94

Effective the first pay period in June (June 8, 2026) – all positions will be moved to the next step on their applicable wage table. Those who are currently at the highest step (step 8), will receive a one-time lump-sum payment of 3.75%, in lieu of a step increase.

For 2027 wages, a wage reopener will be completed based on the results of the City’s 2026 wage study.

Memorandum of Understanding
Between
City of Lakeville and Lakeville Professional Firefighters IAFF Local 5542

The City of Lakeville (hereinafter “Employer”) and Lakeville Professional Firefighters IAFF Local 5542 (hereinafter “Union”) enter into this memorandum of Understanding (“MOU”) to establish a mutually agreed-upon work period for purposes of compliance with the Fair Labor Standards Act (FLSA).

Pursuant to Section 7(k) of the FLSA, the parties agree to adopt and maintain a fourteen (14) day work period for all employees covered under this Agreement who are assigned to fire protection activities.

Overtime compensation shall be calculated in accordance with FLSA requirements applicable to a 14-day work period. Currently, this threshold is 106 hours worked in a 14-day period, or as otherwise required by law.

Employees assigned to fire inspection shall not be subject to the Section 7(k) exemption. For these employees, overtime shall be paid for all hours worked in excess of forty (40) hours in a workweek, consistent with the standard FLSA requirements. For administrative and payroll purposes only, the Employer may maintain a fourteen (14) day pay period; however, such pay period shall not alter or diminish the 40-hour overtime threshold applicable to these employees.

This agreement shall remain in effect for the duration of the current Collective Bargaining Agreement (CBA), unless modified by mutual written agreement of the parties.

Nothing in this MOU is intended to diminish any rights or benefits in the current CBA, past practice, or applicable law. This MOU represents full and complete understanding between the parties regarding the FLSA work period and supersedes any prior discussions or agreements on this specific issue.

FOR IAFF Local 5542

Dated: 05/12/2026, 2026

By: Thomas Ness
Thomas Ness (May 12, 2026 23:03:28 CDT)
Union Representative

Dated: 05/12/2026, 2026

By: Britt Nelson
Britt Nelson (May 12, 2026 21:09:53 CDT)
Union Representative

FOR CITY OF LAKEVILLE

Dated: _____, 2026

By: _____
Mayor Luke Hellier

Dated: _____, 2026

By: _____
City Administrator Justin Miller









LPFF L5542 Contract T_A Final r2

Final Audit Report

2026-05-13

Created:	2026-05-05
By:	Alissa Frey (afrey@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6uihbqdG6T4vIUccmtgWk4MQ5I6S46QH

"LPFF L5542 Contract T_A Final r2" History

-  Document created by Alissa Frey (afrey@lakevillemn.gov)
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-  Document emailed to Thomas Ness (tness@lakevillemn.gov) for signature
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-  Document emailed to Britt Nelson (bjnelson@lakevillemn.gov) for signature
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-  Email viewed by Britt Nelson (bjnelson@lakevillemn.gov)
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-  Document e-signed by Britt Nelson (bjnelson@lakevillemn.gov)
Signature Date: 2026-05-13 - 2:09:53 AM GMT - Time Source: server - Signature Appearance Selected: TYPE
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2026-05-13 - 4:02:42 AM GMT
-  Document e-signed by Thomas Ness (tness@lakevillemn.gov)
Signature Date: 2026-05-13 - 4:03:28 AM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-05-13 - 4:03:28 AM GMT



Date: 5/18/2026

**Supplemental Agreement with SEH
for Professional Services for 179th Street and Glacier Way Traffic Signal**

Proposed Action

Staff recommends adoption of the following motion: Move to approve supplemental agreement with SEH for professional services for the 179th Street and Glacier Way Traffic Signal, City Project 27-11.

Overview

The City and Dakota County are partnering to complete preliminary and final engineering for traffic signal improvements at the 179th Street (CSAH 9) and Glacier Way intersection, City Project 27-11. This project is programmed in the adopted Capital Improvement Plans of both agencies. With continued build-out of the Marketplace at Cedar development and corresponding traffic growth, a signal at this location is warranted based on existing and projected operational needs. The project includes design and installation of a new traffic signal system, ADA-compliant pedestrian ramp upgrades, and associated signing and striping improvements.

SEH's proposal outlines the services and estimated costs to complete the Signal Justification Report, conduct field survey work, prepare preliminary and final design plans, and provide construction services. All work will be completed under the City's existing Master Services Agreement with SEH dated September 20, 2021.

The City and County will enter into a future Joint Powers Agreement that will formally define project responsibilities, cost participation, and project coordination. As the lead agency, the full amount of the amendment is shown in this memo; the City's estimated net cost is \$23,760.

Supporting Information

1. 2026.05.05 SEH Proposal

<p>Financial Impact: \$52,800 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jonathan Nelson, Assistant City Engineer</p>



Building a Better World
for All of Us®

May 5, 2026

RE: Proposal for Professional Engineering Services
179th Street (CSAH 9) at Glacier Way
Signal-ADA Design and Construction Services
SEH No. LAKEV0000.00

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

Dear Mr. Nelson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to present this Proposal for Professional Engineering Services for the City's **179th Street West/Glacier Way Traffic Signal Project**, for design of a new traffic control signal system at this intersection. Professional Services required for this project are anticipated to include field survey work, Signal Justification Report (SJR) preparation, preliminary and final design, specification and contract document preparation, bidding administration and assistance, and optional construction services (staking and administration, final inspection, and record drawing plan preparation).

For your information, SEH has significant experience in all aspects relating to traffic signals. This experience includes studying and analyzing the need for traffic signals, writing ICE-signal justification reports, designing new traffic signal systems, modifying existing traffic signal systems, Emergency Vehicle Preemption (EVP) design, APS (Accessible Pedestrian Systems) design including corresponding ADA compliant pedestrian curb ramp design to accommodate pedestrian traffic, traffic signal timing and coordination, preparing bid documents, and providing construction inspection services. Since 1978, SEH staff members have designed more than 1,800 traffic signals and more than 300 additional EVP system designs. A number of these designs have been within Dakota County including designs in the Cities of Lakeville, Apple Valley, Burnsville, and Eagan. All designs are prepared to meet State Aid Standards. SEH's work is well accepted by all agencies, and the signals and EVP systems have all operated satisfactorily upon completion.

This letter proposal can be the basis for an agreement for the work on this project and all subsequent services. As part of the project, we have put together the following work plan to perform these services. The work plan is based on anticipated cooperative efforts between SEH, the City of Lakeville, and the Dakota County Highway Department. The work plan does, however, provide flexibility to make the most efficient use of SEH, City, and County staff.

WORK PLAN

Signal Justification Report (SJR)

Both Dakota County and MnDOT Metro District State Aid will require that a full Signal Justification Report (SJR) be compiled for this intersection to ensure that this intersection meets criteria for warranting and

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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justifying a signal system installation. State Aid will not approve a signal installation at this location without proper justification documentation.

Using traffic count and trip generation information included in the "**Lakeville Retail Development - Marketplace at Cedar**" traffic study prepared by ISG in August 2025 (for counts taken by ISG in November 2024), SEH will compile and compare these intersection traffic volumes and crash history against Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD) traffic signal warrants for compliance and justification of a signal system at this intersection. SEH will then prepare a draft SJR for City (and County) review and comments. No additional traffic counts are proposed to be taken with this project and are thus not included in our project scope/work plan.

Upon receipt of all comments, SEH will finalize this document, provide bound copies of the full SJR to the City for signatures, and assist the City in submittal of this report to the County and MnDOT Metro District State Aid for their review and processing. Any comments on the SJR from the above mentioned agencies will be addressed by SEH as needed, and revised copies of the SJR will be resubmitted by SEH to each agency for approval and signatures.

Project Kick-off and Field Survey

Following the notice to proceed, SEH will complete a detailed review of the intersection area and then set up a project kick-off meeting with you and your staff (and also with Dakota County traffic staff) to determine the exact details of the coordinated effort. This will allow us to review and evaluate any geometric, signal equipment placement, and general signal operations concerns, and also helps to identify special concerns for use in the design.

SEH will perform a detailed field control survey of the intersection area (using Dakota County coordinate system), develop horizontal and vertical control points at necessary intervals throughout the intersection area, and perform a topographic survey within the project boundaries as needed to be able to prepare a detailed base drawing of the intersection area.

The detailed base plans to be prepared for all intersection and signal design work will include locations and elevations (as needed) of all physical features, confirmation of existing right-of-way, and determination of alignment along each intersection approach.

As part of this field survey, SEH will coordinate through Gopher State One Call to locate all underground utility facilities in the area.

It is not anticipated that additional right-of-way will be needed to construct this project. However, if additional right-of-way is determined to be necessary during design, the City will address this separately outside of the scope of work to be performed by SEH.

Prepare Plans and Specifications, Contract Documents

Using the field survey work completed by SEH, SEH will prepare a 20 scale AutoCAD base drawing of the intersection area for use in developing plan sheets. The base drawing will show locations of all physical features, as well as existing right-of-way. SEH will then prepare a preliminary signal layout and field wiring diagram for the signal system for City (and County) review. Pole and vehicle detector locations will be reviewed in the field to ensure appropriate and acceptable placement of these items. After receiving comments from the City and County, SEH will prepare a final design for the signal system. This design will be incorporated into final plan sheets including title sheet, intersection layout (with appropriate intersection lighting), field wiring diagram, all required traffic signal details (including standard plates and

estimated quantities tabulations), utility plan sheet, signing and striping plans, and all other items required to provide a complete plan set suitable for project bidding and construction.

Interconnect plans between this signal system and the Cedar Avenue/179th Street signal system will be prepared as part of this project scope. Interconnect coordinated timing plans between these signal systems are anticipated to be prepared by the County and are thus not included in this scope of work.

Final plans will include detailed revised signing and striping plans as needed to accommodate the installation of a signal system at the intersection.

In addition, plans for revising the existing pedestrian curb ramps at this intersection (to bring these up to current ADA and PROWAG standards) and also incorporating APS (Accessible Pedestrian Systems, or audible push buttons) will be completed in detail to meet these standards for construction. This will be completed on all four corners of the intersection.

As per the request for proposal from the City, "Currently there are no plans for additional lane configuration changes or lane expansions with the installation of the signal." Thus, outside of the ADA improvements and signing-striping modifications, no detailed geometric design for the intersection area is included in our project work plan. However, this can be added for an additional negotiated cost between the City and SEH should the City desire to have additional lanes for traffic provided on either/both Glacier Way approaches as part of this project.

SEH will compile technical specifications (including specifications giving consideration to traffic control during construction) and contract documents for City and County review. This will coincide with the preliminary plan submittal to the City and County, to allow ample time to review and provide input on the final proposed project documents. All contract documents and specifications will be compiled per current City and State Aid format and requirements. These will be provided to the City electronically upon completion and approval.

In order to expedite construction, the City (and County) may want to consider pre-ordering and pre-purchasing long lead-time signal equipment (such as the controller cabinet and cabinet equipment, and traffic signal mast arms and poles) after plans have been reviewed by the City (and prior to State Aid submittal of plans). Given that traffic signal mast arms and poles can take 14-20 weeks or more to obtain after shop drawing approval, if the time required to have a signal system made operational is short, we strongly recommend that the City up-front purchase these items to expedite the overall construction schedule. SEH can assist with obtaining price quotes on behalf of the City, providing sample letters that the City can use to order these materials, and assist with all shop drawing review in order to allow for these items to be put into the manufacturer's schedule for fabrication as soon as possible. SEH can provide these services to the City at no additional cost to the project.

SEH will prepare a detailed opinion of estimated construction costs during the preliminary plan preparation stage for City review. The detailed estimate will be upgraded during the preparation of final plans to account for all City, County, and State Aid comments on the project documents.

Specific items that should be included in the signal system design will be discussed with the City and County as required, and the plan sheets will be signed by a licensed civil engineer. The plans and specifications will meet all applicable requirements of the Minnesota Manual on Uniform Traffic Control Devices, the MnDOT State-Aid Standards, and all applicable state and local electrical codes.

SEH will assist the City with obtaining all plan signatures, and will submit the plans and specifications to the County and also to MnDOT State Aid on behalf of the City. Any revisions requested from the County

or MnDOT State Aid will be addressed by SEH, and we will resubmit revised items to each agency on behalf of the City.

Upon receiving MnDOT State Aid approval of plans and specifications, SEH will furnish a complete set of bidding documents (plans and specifications) to the City electronically. SEH will also submit digital copies of the plans, specifications, and estimate (in PDF and AutoCAD format) to the City for your records. Bidding documents are anticipated to be distributed to all interested parties electronically through the Quest system.

It is not anticipated that geotechnical investigation services (soil borings) or permit application preparation will be required as part of this project and thus these items are not included as part of our project scope. However, if these services are required, SEH can coordinate these services and assist the City with any submittals related to these items. The City would submit and pay any application fees for permit submittals, while soil boring costs can be negotiated between the City and SEH as necessary.

Bidding Administration

At the time of bidding, the City will submit the advertisement for bids to the appropriate publications. SEH will make available copies of the complete bid document as requested by interested bidders during project advertisement. Project design staff will be available to answer and clarify contractor questions, and if issues arise that need further clarification; addenda will be prepared and distributed to all plan holders. After the City opens bids and tabulates bids received, SEH will prepare a letter of recommendation for award to the City. If the City Council's decision is to proceed with construction, SEH will prepare the Notice of Award and Contract Documents and forward to the contractor. The Contract Documents will then be returned to SEH, and following review to check for completeness, SEH will forward these Contract Documents to the City for signatures.

Optional Construction Services

If the City requests that SEH perform all construction related services after bid opening and bid award, SEH can provide these services at additional cost to the design project. As part of these optional services, SEH would complete all staking of traffic signal facilities by an experienced traffic signal construction staking staff member. Staking of all signal pole foundations, handholes, the equipment pad foundation, and all other signal, pedestrian curb ramp, signing and striping facilities will be completed to allow for these items to be properly placed by the contractor during construction. Staking requirements will be coordinated between SEH and field representatives of the Contractor (and City as needed). Any computations needed for staking of the project will be provided by SEH.

As part of the construction services portion of the project, SEH will complete the following tasks:

- Prepare notices for, attend and facilitate a Preconstruction Conference.
- Review and approve shop drawings, materials lists, and review all materials to be used in the construction of the signal system in accordance with the plans and specifications.
- Perform periodic ongoing construction observation as required, including bi-weekly on-site review of the project's work and status (report progress to City).
- Coordinate and attend weekly progress meetings as these are deemed necessary.
- Coordinate and observe all major traffic signal installation work by the contractor.
- Retain a concrete testing services firm and coordinate with that firm to have all testing of concrete (for new foundations and sidewalks-ped ramps on the project) completed and reviewed. **SEH will submit**

all testing costs separately to the City with our invoices during construction, with the City paying for the cost of these concrete testing services separately from our proposed work scope and project costs (due to these costs being unknown at this time)..

- Keep a record of all quantities of each pay item used in the work, and periodically review Contractor's progress with respect to these quantities.
- Perform field measurements for use in measuring quantities and preparing record drawings.
- Prepare all pay application forms for submittal to the contractor and the City, in a format approved by the City.
- Prepare any change orders or supplemental agreements (or other written directives) as necessary.
- Coordinate with Dakota County signal staff for the preparation and installation of signal timing plans for the signal system.
- Compile a punch list after the signal system has been made operational, for contractor use in completing all work on the project scope and site.
- Prepare final inspection letter, letter of final review and acceptance for work on the project, and conduct final warranty inspection of the signal system.
- At the completion of construction, all field records will be collected and Record Drawings will be prepared. These record drawings will detail the final information of the facilities actually constructed, will be prepared by SEH and submitted to the City in electronic (pdf) format.

Note that all of the above construction related services are not included in the overall project design scope and are included under a separate line item cost noted below.

PROJECT TEAM

The proposed key project team that SEH has assigned to this project includes: John Gray, Project Manager, Signal Design, and Construction Engineer.

John Gray is a Traffic Engineer with 38 years of experience at SEH, having designed more than 1,800 traffic signals and over 300 separate EVP system designs. Many of these designs have been on MnDOT or State Aid jurisdiction roadways as well as throughout the Twin Cities Metropolitan Area. John also has significant experience with the design of Dakota County signals, having recently performed traffic signal design work for the Cities of Apple Valley, Burnsville and Eagan. John currently coordinates all traffic signal plan preparation and is MnDOT certified for traffic signal inspection. During construction, John will oversee the day-to-day operations of the traffic signal construction work.

Other staff members familiar with City and County standards are available to assist on the project as needed.

SCHEDULE

SEH proposes to begin work upon Notice-To-Proceed, and will hold the initial project kickoff meeting shortly thereafter. All SEH staff assigned to this project will be available to adequately meet project needs.

The following is a preliminary schedule of task completion for the project. This schedule takes into account our present workload, staff availability, City involvement, and requirements when the signal system is to be made operational as previously discussed.

Notice to Proceed Issued by City	May 2026
Field Survey Completed	Within 3 weeks of NTP
Project Kickoff Meeting	by June 15, 2026
Submit 60% Plans to City and County	by August 15, 2026
Receive Comments, Complete Final Plans and Specifications	September 30, 2026
SEH Solicits Price Quotes for Pre-ordering Signal Materials (long-lead)	October-November 2026
City Council Approves Plans, SEH Submits to State Aid	by October 31, 2026
State Aid Approval of Plans	November-December 2026
Bid Opening	February 2027
Begin Construction	April 2027
Place Signal into Operation	July 2027
Project Completion and Close-out	Fall 2027

Note that the proposed schedule may vary depending on City and County review time, State Aid review time, and other considerations during design and construction. Up-front survey work is proposed to be completed as soon as notice to proceed is given by the City. The signal operational date may be able to be expedited sooner in 2027 depending on when all materials become available and overall review times.

SEH will work with the City and keep the City informed as to our progress during design and construction, and will alert the City should the project begin to vary off the proposed design schedules significantly.

COMPENSATION

The proposed work program includes project kick-off and up-front field survey work, SJR report preparation and submittals, plan and specification preparation, bidding services, and optional construction services. We propose to be paid for actual work completed (on an hourly basis) based on direct labor costs, plus the actual cost of reimbursable expenses.

All design work, as defined above, will be done on an hourly basis (plus reimbursable expenses) for an overall cost-not-to-exceed of **\$38,300.00** (excluding optional construction services). This cost will not be exceeded except as otherwise approved by the City.

Optional construction services, as defined above, will be done on an hourly basis (plus reimbursable expenses) for an overall cost-not-to-exceed of **\$14,500.00**. This cost will not be exceeded except as otherwise approved by the City.

Estimated Work Hours

Task	Engineer	Engineer	Survey/Admin. Asst.	Labor/ Task	Expenses	Cost/ Task
SJR Report Preparation	8			\$2,250	\$50	\$2,300
Project Kickoff/Survey	4		24	\$5,000	\$600	\$5,600
Signal Design	60			\$16,800	\$400	\$17,200
Bidding and Administration	8		6	\$3,150	\$50	\$3,200
Curb Ramp-APS Design		60		\$9,600	\$400	\$10,000
Total Hours	80	60	30			
Cost	\$22,400	\$9,600	\$4,800	\$36,800	\$1,500	\$38,300
Construction (Optional)	40		12	\$13,400	\$1,100	\$14,500

GENERAL SERVICES AGREEMENT

This letter and the existing Professional Services Agreement between the City of Lakeville, MN, and SEH, dated September 20, 2021, shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

CLOSURE

After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have, so please email me at aprok@sehinc.com, or call me at 763.760.3346. If this proposal is acceptable, please sign and return a copy of this proposal letter authorizing us to proceed with the project.

We appreciate the opportunity to provide the City of Lakeville with this proposal and look forward to being able to work with you and the City on this project. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have, so please email me at jgray@sehinc.com, or call me at 651-402-4383. If this proposal is acceptable, please sign and return a copy of this proposal letter authorizing us to proceed with the project. Thank you!

Sincerely,
 SHORT ELLIOTT HENDRICKSON INC.



John M Gray, PE
 Senior Professional Traffic Engineer

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

By: _____

Title: _____

Title: _____



Date: 5/18/2026

FiRST Center Rental Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the FiRST Center Rental Agreement

Overview

This rental agreement for the FiRST Center outlines the mutual understanding between tenants utilizing the facility and the City of Lakeville. The proposed agreement has undergone review by the City's legal representation.

Supporting Information

1. First Center Rental Agreement 5.12.26 Remediated

<p>Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police</p>
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FIRST CENTER RENTAL AGREEMENT

THIS FIRST CENTER RENTAL AGREEMENT (“Agreement”) between CITY OF LAKEVILLE, a Minnesota municipal corporation (“LAKEVILLE”) and TENANT.

- 1. Facility rental.** LAKEVILLE agrees to rent the selected Facility(ies) to the TENANT on the date specified for the duration specified. Effective as of the date of this Agreement, LAKEVILLE has reserved the space for TENANT’s use in accordance with this Agreement. The rental of the selected Facility(ies) identified above includes the use of equipment for the Facility(ies).
- 2. Rent.** TENANT agrees to pay the Rental Fee listed for the use of the Facility. The Rental Fee must be paid in full at least 13 days prior to the scheduled rental date.
- 3. Cancellation.** TENANT may cancel its reservation of the Facility at any time prior to the rental date listed above. No cancellation fee will be charged for TENANT cancellations made at least 14 days in advance of the scheduled rental date. TENANT cancellations made less than 14 days prior to the scheduled rental date are subject to a cancellation fee equal to the Rental Fee. In its sole discretion, LAKEVILLE may waive the cancellation fee if LAKEVILLE determines that there was good cause for the cancellation. Cancellation fees are due within 10 days after the date that TENANT notifies LAKEVILLE of the cancellation. LAKEVILLE may cancel the reservation if the Facility cannot be used due to damage or loss of utility services, in which case LAKEVILLE will make a full refund of rental fees previously paid, if any.
- 4. Tenant Representative.** The Representative listed above shall serve as TENANT’s primary point of contact with LAKEVILLE regarding this Agreement.
- 5. On-site supervision.** TENANT must have an authorized person on site at all times while using the FIRST CENTER, to supervise TENANT’s use of the rented Facility(ies) and equipment and to ensure compliance with this Agreement by TENANT, its officials, employees, volunteers, members, guests and invitees.
- 6. Responsibility for cleanup, property damage.** TENANT must return the rented Facility(ies) and equipment located within the Facility(ies) to LAKEVILLE in a clean and orderly condition after TENANT’s use. TENANT shall be responsible for any damage to the Facility(ies) and equipment as a result of its use. TENANT agrees to pay any invoice for costs of clean-up or repair within 30 days after the invoice date.
- 7. Rules and regulations for use.** TENANT certifies it has read the rules and regulations related to the use of FIRST CENTER and agrees to be bound by those rules and regulations in addition to any applicable federal, state, and local laws, ordinances and regulations while occupying FIRST CENTER. TENANT shall be responsible for ensuring compliance with this provision by TENANT’s officials, employees, volunteers, members, guests and invitees. LAKEVILLE may terminate this Agreement at any time for a violation of its terms, FIRST

CENTER rules and regulations, or violation of any applicable law, statute, ordinance or regulation.

8. **Assumption of risk; waiver.** TENANT understands and acknowledges the risks and hazards associated with using the FiRST CENTER and hereby assumes any and all risks and hazards associated with that use. TENANT waives any and all claims against LAKEVILLE and its officials, employees, agents or insurers for any bodily injury (including death), loss or property damage incurred by TENANT as a result of using FiRST CENTER and releases and discharges LAKEVILLE and all of its officials, employees, agents or insurers from any and all claims or liability.

9. **Insurance.** If TENANT is renting a classroom, no insurance is required. If TENANT is renting any Facility other than a classroom, TENANT shall take out and maintain until six (6) months after use of the facility general liability insurance covering property damage, personal injury, including death, which may arise out of the TENANT's use of the rented Facility(ies) and equipment owned by LAKEVILLE. Limits for bodily injury and death shall not be less than \$1,500,000.00 for one person or occurrence. LAKEVILLE shall be named as an additional insured on the policy on a primary and noncontributory basis and the TENANT shall file with LAKEVILLE a certificate evidencing coverage at least ten (10) days before TENANT's use of the rented Facility(ies). The certificate shall provide that LAKEVILLE must be given ten (10) days' advance written notice of the cancellation of the insurance.

10. **Indemnification.** Except as expressly provided herein, TENANT shall defend, indemnify, and hold harmless LAKEVILLE and its officers, employees, and agents ("Indemnified Parties") from any liabilities, judgments, losses, costs or charges (including attorney's fees) incurred by the Indemnified Parties as a result of any claim, demand, action, or suit relating to bodily injury (including death), or property damage or loss arising out of the use of the rented Facility(ies) and equipment by TENANT, its officials, employees, volunteers, members, guests or invitees. If TENANT is the State of Minnesota or a municipality as defined in Minn. Stat. ch. 466, the foregoing obligation is subject to applicable immunities and liability limits in Minn. Stat. § 3.736 and Minn. Stat. ch. 466. If TENANT is an instrumentality of the United States, the foregoing indemnification obligations do not apply. However, the Parties acknowledge that in such case the Federal Tort Claims Act 28 U.S.C. § 2671 et seq. authorizes TENANT to pay a claim against the United States for death, personal injury, or damage to or loss of property when the injury or damage is caused by negligent or wrongful acts or omissions of the TENANT or its employees while acting within the scope of their employment or under circumstances where the United States, if a private person, would be liable in accordance with the law of the location where the act or omission occurred.

11. **Waiver.** TENANT waives the right to sue LAKEVILLE for any workers' compensation benefits paid to TENANT's employees, volunteers or their dependents, regardless whether the injuries were caused wholly or in part by the negligence of LAKEVILLE or its officials, agents or employees.

12. **Grant agreement compliance; termination.** The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is

subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the “Grant”). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59. As required by the Grant, Lakeville may terminate this Agreement if: (a) there is a material default by TENANT of this Agreement or (b) the specific purpose for which the Grant was allocated is terminated or changed.

13. **No Assignment.** Neither party may assign its rights or obligations under this Agreement.

14. **Minnesota Law.** This Agreement shall be construed according to Minnesota law, without regard to choice of law provisions. Any dispute regarding this Agreement shall be venued in a court of competent jurisdiction in Dakota County, Minnesota.



Date: 5/18/2026

Resolution Appointing Members to Advisory Boards, Committees and Commissions

Proposed Action

Staff recommends adoption of the following motion: Approve the resolution appointing members to advisory boards, committees and commissions.

Overview

This resolution appoints Carly Duckworth to serve a two-year term on the Economic Development Commission, filling a recent vacancy on the Commission.

Supporting Information

1. Carly Duckworth Resolution Appointing Members to Advisory Boards, Committees, and Commissions

<p>Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider</p>

CITY OF LAKEVILLE
RESOLUTION NO. 26-

**RESOLUTION APPOINTING MEMBERS TO ADVISORY
BOARDS, COMMITTEES AND COMMISSIONS**

WHEREAS, advisory boards, committees, and commissions are comprised of knowledgeable, prominent and credible members in their field of expertise from within the Lakeville community that are responsible for providing non-binding professional and strategic advice to the City Council; and

WHEREAS, the City Council annually reviews the membership of each board, committee and commission, advertises for open positions and considers appointment of new and existing members.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby appoints members as listed on the attached Exhibit A effective April 1, 2026.

ADOPTED by the Lakeville City Council this 18th day of May 2026.

Luke Hellier, Mayor

Taylor Snider, Deputy City Clerk

EXHIBIT A

Economic Development Commission	2-year term	Carly Duckworth
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Date: 5/18/2026

Agreement with Alpha Video and Audio Inc. for Presentation System Replacement and Audio Network Switch

Proposed Action

Staff recommends adoption of the following motion: Move to approve the contract with Alpha Video and Audio Inc. to include labor and materials to upgrade the Council Chambers presentation system and provide support to work on the audio system.

Overview

This project will replace the Crestron controller (presentation system) and all endpoints with Crestron DM-NVX devices. DM-NVX is AV-over-IP technology (AVoIP). NVX combines video, audio, USB and control on a single network connection that can be distributed across an entire network. They will replace the cabling on the dais, podium, rear screen projector and equipment at the staff desk in the studio. They will also replace our network switch to add more ports and provide labor and support to reprogram the audio system microphones. The new system ensures future savings by moving to digital, reducing future equipment needs and ensuring that our audio system is working properly.

Supporting Information

1. 20260513_Lakeville_Proposal_PresentationSystem cutdown version for council

<p>Financial Impact: \$49,992.85 Budgeted: Yes Source: PEG 2009.6540 Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Tierney Helmers, Communications Manager</p>
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SYSTEM OVERVIEW – SCOPE OF WORK

This project will replace the Crestron controller and all endpoints with Crestron DM-NVX devices. DM-NVX is AV-over-IP technology (AVoIP). NVX combines video, audio, USB, and control on a single network connection that can be distributed across an entire network. Alpha will update the main network switch to provide a reliable base for Dante/AES67 audio and NVX.

Alpha will provide products and services in the following areas:

1 CHAMBERS PRESENTATION SYSTEM

SECTION 01.01 DISPLAYS (DESTINATIONS FOR VIDEO CONTENT)

The two (2) currently installed audience displays will remain. Alpha will install a Crestron NVX decoder on the back of each of these Owner Furnished (OFE) Insignia displays. Alpha will run new network cable to each decoder.

At the dais, the four (4) current Samsung 1440 by 900 displays will remain. Alpha will install and cable a new NVX decoder routed through an OFE HDMI distribution amplifier to provide video signals to these displays.

At the lectern, the OFE Creston touch panel will remain. Alpha will configure an NVX decoder and the OFE Crestron DM-TX-201-C to provide a video input to this touch panel.

Alpha will provide and cable an NVX decoder for the OFE rear screen projector.

At the staff desk, Alpha will install and cable one (1) NVX decoder and reuse the OFE HDMI distribution amplifier (DA). Unused cables and devices that are under the staff desk will be removed.

SECTION 01.04 AUDIO

Part of the audio system was recently updated by Alpha in 2025; however, the Netgear GS728TPP network switch was not upgraded and has reached end-of-life (EOL). Alpha will replace the EOL switch a Netgear M4250 series managed switch in the Control Room. The new switch will connect and power the Dante audio system and the Crestron NVX system. A 10G copper connection will be added between the new Control Room switch and the OFE Netgear Chambers lectern switch. It is assumed that the OFE switch is in working condition; it is currently supported by Netgear.

Owner Furnished Equipment (OFE) to be reinstalled as part of the audio system includes:

- Tesira FORTE DAN VT – Dante based audio Digital Signal Processing (DSP) system
- Tesira Ex-Logic – DSP expansion device that provide gooseneck microphone mute button illumination
- Extron NetPA 1004 Dante amplifier and Innovox AE-MicroLift speakers – Provide audio voice lift for dais and staff desks
- Beyerdynamic MPR-210 – Desktop microphone mounted to ceiling soffit above lectern
- Shure QLXD4 – Wireless handheld microphone and receiver sets (Qty. 2)
- LEA Amplifier and Innovox room speakers – For Chambers PA

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Alpha will connect and configure the current DSP to an OFE computer in the control room to provide echo canceling audio for a soft codec such as Teams or Zoom. The second Shure OFE wireless receiver that is disconnected will be added back into the system. The OFE Williams assistive listening transmitter will be connected to the audio DSP system.

SECTION 01.05 SOURCES (SOURCES OF VIDEO CONTENT TO BE DISPLAYED)

Alpha will connect the OFE Wolfvision EYE-14 document camera to the presentation system via an NVX encoder. Alpha assumes that the ceiling document camera is accessible through the façade that shrouds it.

For lectern sources, Alpha will install an NVX 4 by 1 switcher. This NVX device will provide two HDMI inputs and two USB-C inputs. Alpha will connect the OFE computer to one of the HDMI inputs leaving an HDMI and USB-C connection available for ad hoc use. Alpha will retrofit the OFE Extron Hideaway cubby with a new plate to accommodate USB-C and HDMI inputs to the NVX encoder.

Alpha will install and configure an NVX encoder for use with the existing OFE control room PC.

Alpha will configure the production switcher as an input source to the presentation system. To accomplish this, Alpha will install an Apantac SDI to HDMI converter. The HDMI signal will be converted to NVX by the Creston encoder. The Apantac card will be installed in the openGear frame shown in Section 2.04 below.

SECTION 01.07 CONTROL

Alpha will provide and configure a Creston 4-Series control system. The two (2) OFE Creston touch panels will be updated and redeployed. The City needs to provide the current Crestron touch panel configuration files. If configuration files are not provided, this will add programming hours and increase total cost of project. One touch panel will be in the Control Room, and the other will be at the lectern in the Chambers (see section 01.01 Displays above).

2 BROADCAST PRODUCTION SYSTEM

Alpha will connect the Presentation System to and from the Broadcast System in the following two ways:

SECTION 02.02 PRODUCTION SWITCHER

OFE Broadcast Pix will remain. The new presentation system will enter the OFE Broadcast Pix as an SDI source. The presentation signal will be decoded from NVX as HDMI, the HDMI will be converted to SDI with an OFE converter.

SECTION 02.04 SIGNAL DISTRIBUTION

Alpha will install and commission a new Ross Video openGear frame in the control room. This will replace an end-of-life frame that currently has power supply issues. Alpha will recommission existing OFE openGear cards from the old frame to the new frame. Alpha will install a new Apantac SDI to HDMI card to convert a video signal from the Broadcast Pix to the Crestron system. This card is mentioned above in Section 1.05.

PROJECT TIMELINE

As a leader in the audio-visual and broadcast integration markets, Alpha understands that this system is considered mission-critical and impacts the success of your organization. We know that your event schedule does not change and that the show must go on.

However, to meet your required completion dates, we have established the following milestones. Timely achievement of each objective will ensure on-time completion. ***This scope of work and the pricing in our proposal is based upon the following timeline. Any deviations will require revising both.***

APPROXIMATE MILESTONES

Date	Primary Party	Requirement
May 19, 2026	Owner	Notice to Proceed
NTP +2 Weeks	Alpha	Drawing submittals complete
NTP +4 Weeks	Owner, Alpha	Drawing submittals approved; In-House Build begins
NTP +6 Weeks	Owner, Alpha	On-Site Build Begins
NTP +8 Weeks	Alpha	On-Site Build Complete
NTP +9 Weeks	Alpha	Commissioning Complete
NTP +10 Weeks	Owner, Alpha	Punchlist & Training Complete
NTP +11 Weeks	Alpha	Project Closeout

On-site installation can only begin once construction has progressed to the point that electronic equipment can be installed in a secure and clean job site. Please provide the project manager with a schedule outlining when this will occur. A change order will be assessed for any delays beyond the date listed in this proposal.

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PROJECT TERMS & CONDITIONS

RESPONSIBILITIES OF THE OWNER

This statement of work indicates the responsibilities of Alpha. As in any system installation, this project contains several customer responsibilities. They include, but are not limited to:

- Providing requested login credentials and configuration files for Owner Furnished Equipment (OFE) before the “On-Site Build Begins” date specified in this proposal.
- Providing a secure, clean, and dust-free work site by the “On-Site Build Begins” date specified in this proposal.
- Providing secured storage locations and/or laydown areas for housing equipment and installation materials.
- Providing central waste and/or recycling containers for proper disposal of any installation debris.
- Providing, without request for reimbursement, all high voltage AC electrical equipment and labor necessary for proper installation – including mains, transformers, panel boards, surge suppression, receptacles, engineering, stamps, and permits – unless specified as “Alpha-provided” within this proposal.
- Providing and installing adequate HVAC, lighting, fire suppression, and life safety systems.
- Providing, installing, and certifying all necessary low voltage infrastructure – including conduits, pathways, cable trays, penetrations, core drilling, floor boxes, wall boxes, and back boxes – unless specified as “Alpha-provided” within this proposal.
- Providing and installing adequate primary & secondary steel, structures, supports, poles, and/or backing for all mounted equipment.
- Providing a professionally installed, fully functional IP network as required with the capacity to support all system components, bandwidth, routing, and enterprise-level configuration.
- Facilitating IT/network coordination with appropriate representatives and providing any requirements during the design engineering process.
- Facilitating custom control system design by coordinating with appropriate representatives and providing any requirements during the design engineering process.
- Providing access to any owner-furnished equipment, devices, virtual machines, and programming code in a timely manner upon request.
- Providing uninhibited access to the job site during normal business hours (7am to 7pm M-F) unless non-standard work hours are included in our proposal; and,
- Coordination of training times with all required staff.

This proposal assumes that work can be carried out continuously throughout the day with limited to no interruptions. If daily interruptions or delays occur before or during the work described in this scope, change orders may be required due to inefficiencies related to these interruptions.

GENERAL TERMS & CONDITIONS

OWNER-FURNISHED EQUIPMENT

This proposal assumes that all existing “owner-furnished” equipment and programming code required for system functionality is in proper operating condition and without defect. If any of the required existing equipment is not in proper operating condition, a change order may be required for the functionality outlined in this proposal.

Any owner-furnished code that is to be reused is subject to review. Please provide Alpha with all uncompiled code within 14 days of Notice to Proceed. Should owner-furnished code be deemed inadequate, by our sole discretion, Alpha will present a change order to modify or rewrite all or part of the code.

DOCUMENTATION

Alpha will provide shop drawings for review and formal approval that reflect the final system design. Upon completion of the project, a full set of as-built drawings will be provided digitally, which will include components of the video, audio and control systems, and any architectural documentation used during the installation. Those drawings will become property of the owner upon final payment.

PROJECT MANAGEMENT

Alpha will appoint a project manager as your main point of contact regarding this project. The project manager will manage the installation timeline, oversee the project team, and coordinate work with any additional trades involved in this installation.

CHANGE REQUESTS

After the project begins, any changes to this scope must be requested as a change order. Change requests shall be submitted in written form so that both parties fully understand the request. Any additional costs resulting from change orders shall be the responsibility of the owner.

PROMOTION

Alpha may decide to leverage this project for sales and marketing purposes. Content used to promote the project may include, but are not limited to; press releases, blogs, pictures, videos, and case studies. Your company name and logo may be used as part of the content when referencing the project. Alpha will provide a list of content assets and the timeline for creating, approving, and distributing the content, as required. We will share and gain your approval of any content published in the trade, submitted for awards, etc. You may use any content assets created by Alpha for your purposes.

SYSTEM WARRANTY AND SUPPORT

Alpha, Inc. guarantees the following:

1. Equipment will be new, unless noted otherwise.
2. All workmanship provided by Alpha will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
3. All equipment and materials provided by Alpha that was manufactured by other companies will be warrantied under the standard warranty terms of the original manufacturer.
4. If any questions arise during the warranty period about the installation or operation of the system, an Alpha engineer will be available to assist and answer any questions by phone.
5. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
6. Alpha is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and wireless computer networks, is probable and should be expected.
7. Alpha is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Alpha's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
8. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Alpha to be billable time to the Customer at Alpha's standard engineering rates.
9. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty. Preventative maintenance agreements are available at an additional cost.

10. If warranty work is necessary within the warranty period, Alpha will, at its option, repair the defective equipment or return it to the manufacturer for repair.
11. Repairs, modifications, or other work performed by personnel not authorized by Alpha during the period of warranty on any equipment of the system may invalidate the warranty.
12. Alpha will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Alpha prior to acceptance of the system by the Customer.
13. Alpha may withhold warranty service if the Customer has an unpaid balance due to be paid to Alpha.
14. Regarding Owner-furnished Equipment (OFE):
 - a. Alpha's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Alpha identifies this as OFE.
 - b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
 - c. Alpha shall take reasonable care in handling OFE and install it according to standard industry practices; however, Alpha takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Alpha reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, condition, age, impact to other system components, and operator life safety. Alpha will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
 - d. In the event that OFE does not function properly, Alpha shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Alpha is to provide a new unit. Alpha shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
 - e. The existing equipment, removed as a courtesy by Alpha, that is not being reused, shall be handed over to the Customer. Alpha is not responsible for disposal of the existing equipment or its condition when received by the Customer.



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PREPARED FOR		SITE LOCATION		Date: 2026-05-13
Company: City of Lakeville	Company: City of Lakeville	SALES REPRESENTATIVE		
Address: 20195 Holyoke Ave Lakeville, MN 55044	Address: 20195 Holyoke Ave Lakeville, MN 55044	Foster Naylor		
Contact: Jack Hoza	Contact: Jack Hoza	(817) 454 8510		
Phone: (952) 985 4418	Phone: (952) 985 4418	foster.naylor@alphax.us		

TITLE	Terms: NET 30
Presentation System Replacement	

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
01 - CHAMBERS PRESENTATION SYSTEM					
01.01 DISPLAYS - AUDIENCE LEFT					
ALPHA	TV	OWNER FURNISHED: INSIGNIA TV - WALL MOUNTED	1.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
01.01 DISPLAYS - AUDIENCE LEFT Subtotal:					\$744.00
01.01 DISPLAYS - AUDIENCE RIGHT					
ALPHA	TV	OWNER FURNISHED: INSIGNIA TV - WALL MOUNTED	1.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
01.01 DISPLAYS - AUDIENCE RIGHT Subtotal:					\$744.00
01.01 DISPLAYS - DAIS					
ALPHA	953BW	OWNER FURNISHED: SAMSUNG SYNCMASTER 953BW 19" WIDESCREEN 1440 X 900 LCD COMPUTER MONITOR 17.6" WIDE	4.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: HDMI DISTRIBUTION AMPLIFIER	1.00	\$0.00	\$0.00
01.01 DISPLAYS - DAIS Subtotal:					\$744.00
01.01 DISPLAYS - LECTERN					
ALPHA	TS-1542-TILT-B-S	OWNER FURNISHED: CRESTRON TS-1542-TILT-B-S TOUCH SCREEN	1.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
ALPHA	DM-TX-201-C	OWNER FURNISHED: CRESTRON DM-TX-201-C ENCODER	1.00	\$0.00	\$0.00
01.01 DISPLAYS - LECTERN Subtotal:					\$744.00
01.01 DISPLAYS - PROJECTOR					
ALPHA	ALPHA-OFE	OWNER FURNISHED: PROJECTOR AND REAR SCREEN	1.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
01.01 DISPLAYS - PROJECTOR Subtotal:					\$744.00
01.01 DISPLAYS - STAFF					
ALPHA	953BW	OWNER FURNISHED: SAMSUNG SYNCMASTER 953BW 19" WIDESCREEN 1440 X 900 LCD COMPUTER MONITOR 17.6" WIDE	2.00	\$0.00	\$0.00
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: HDMI DISTRIBUTION AMPLIFIER	1.00	\$0.00	\$0.00
01.01 DISPLAYS - STAFF Subtotal:					\$744.00
01.04 AUDIO					
NETGEAR	GSM4248PX-100NAS	48 PORTS M4250-40G8XF-POE+ 960 W MANAGED SWITCH	1.00	\$3,388.81	\$3,388.81



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MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ALPHA	GSM4212P	OWNER FURNISHED: M4250-10G2XF-POE+ (GSM4212PX) AV LINE 8X1G POE+ 240W 2X1G AND 2XSFP+ MANAGED SWITCH	1.00	\$0.00	\$0.00
FS.COM	87596	AXM765 COMPATIBLE 10GBASE-T SFP+COPPER 80M RJ-45 TRANSCEIVER MODULE	2.00	\$165.56	\$331.12
ALPHA	TESIRA FORTE DAN-VT	OWNER FURNISHED: TESIRA FORTE DAN-VT	1.00	\$0.00	\$0.00
ALPHA	TESIRA EX-LOGIC	OWNER FURNISHED: TESIRA EX-LOGIC	1.00	\$0.00	\$0.00
ALPHA	60-1766-01	OWNER FURNISHED: EXTRON NetPA U 1004 FOUR CHANNEL POWER AMPLIFIER WITH DANTE AND DSP. 100 WATTS PER CHANNEL.	1.00	\$0.00	\$0.00
ALPHA	AE-MicroLift	OWNER FURNISHED: INNOVOX AE-MicroLift ARTICULATION EXTENDER. ULTRA-SLIM 2-WAY LOUDSPEAKER DESIGNED BE SURFACE-MOUNTED ON TABLETOPS.	1.00	\$0.00	\$0.00
ALPHA	MPR-210W	OWNER FURNISHED: MPR-210 REVOLUTO DESKTOP MICROPHONE	1.00	\$0.00	\$0.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: SHURE QLXD4 WIRELESS MICROPHONE RECIEVER	2.00	\$0.00	\$0.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: LEA AMPLIFIER AND INNOVOX ROOM SPEAKERS FOR CHAMBERS	1.00	\$0.00	\$0.00
ALPHA	PPA T45	OWNER FURNISHED: PERSONAL PA T45 FM TRANSMITTER	1.00	\$0.00	\$0.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: LAPTOP FOR TEAMS/ZOOM	1.00	\$0.00	\$0.00
01.04 AUDIO Subtotal:					\$3,719.93
01.05 SOURCES - DOCCAM					
ALPHA	EYE-14	OWNER FURNISHED: WOLFVISION DOCUMENT CAMERA	1.00	\$0.00	\$0.00
CRESTRON	6511648	DM NVX 4K60 4:2:0 NETWORK AV ENCODER	1.00	\$613.80	\$613.80
01.05 SOURCES - DOCCAM Subtotal:					\$613.80
01.05 SOURCES - LECTERN					
ALPHA	ALPHA-OFE	OWNER FURNISHED: LECTERN COMPUTER	1.00	\$0.00	\$0.00
CRESTRON	6513012	DM NVX 5K 4X1 AV-OVER-IP SWITCHER WITH HDMI AND USB-C CONNECTIVITY	1.00	\$1,922.00	\$1,922.00
CRESTRON	6500187	DESKTOP POWER PACK, 24 VDC, 2.5 A, 2.1 MM	1.00	\$102.92	\$102.92
ALPHA	HSA 400	OWNER FURNISHED: TILT-UP HSA HIDEAWAY SURFACE ACCESS ENCLOSURE: US POWER OUTLET - BLACK ANODIZED	1.00	\$0.00	\$0.00
EXTRON	70-1238-72	AAP - DOUBLE SPACE - BLACK: ONE HDMI, USB 3 TYPE-A TO TYPE-B, USB-C, AND NETWORK	1.00	\$161.20	\$161.20
01.05 SOURCES - LECTERN Subtotal:					\$2,186.12
01.05 SOURCES - PC					
ALPHA	OPTIPLEX 3090	OWNER FURNISHED: CONROL ROOM COMPUTER	1.00	\$0.00	\$0.00
CRESTRON	6511648	DM NVX 4K60 4:2:0 NETWORK AV ENCODER	1.00	\$613.80	\$613.80
01.05 SOURCES - PC Subtotal:					\$613.80
01.05 SOURCES - PRODUCTION SWITCHER					
APANTAC	OG-SDI-HDTV-SET-1	BUNDLE: OG-SDI-HDTV-MB + OG-SDI-HDTV-RM , OCCUPIES 2 SLOTS IN OPEN GEAR FRAME. 3G SDI TO HDMI CONVERTER AND REAR MODULE.	1.00	\$401.27	\$401.27
CRESTRON	6511648	DM NVX 4K60 4:2:0 NETWORK AV ENCODER	1.00	\$613.80	\$613.80
01.05 SOURCES - PRODUCTION SWITCHER Subtotal:					\$1,015.07
01.07 CONTROL					
CRESTRON	6511817	4-SERIES CONTROL SYSTEM	1.00	\$1,909.60	\$1,909.60
ALPHA	TS-1542-TILT-B-S	OWNER FURNISHED: CRESTRON TS-1542-TILT-B-S TOUCH SCREEN	1.00	\$0.00	\$0.00
01.07 CONTROL Subtotal:					\$1,909.60
01 - CHAMBERS PRESENTATION SYSTEM Subtotal:					\$14,522.32



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MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
02 - BROADCAST PRODUCTION SYSTEM					
02.02 PRODUCTION SWITCHER					
CRESTRON	6511652	DM NVX 4K60 4:2:0 NETWORK AV DECODER WITH SCALER	1.00	\$744.00	\$744.00
ALPHA	ALPHA-OFE	OWNER FURNISHED: HDMI to HD-SDI CONVERTER	1.00	\$0.00	\$0.00
02.02 PRODUCTION SWITCHER Subtotal:					\$744.00
02.04 SIGNAL DISTRIBUTION EQUIPMENT					
ROSS VIDEO	OGX-FR-CN	OPENGear OGX FRAME WITH COOLING AND ADVANCED NETWORKING	1.00	\$2,354.12	\$2,354.12
ALPHA	AUDIO TO SDI	OWNER FURNISHED: AUDIO TO SDI CONVERTER	1.00	\$0.00	\$0.00
ALPHA	SYNC GENERATOR	OWNER FURNISHED: OPENGear SYNC GENERATOR CARD	1.00	\$0.00	\$0.00
ALPHA	9003	OWNER FURNISHED: DUAL 3G/HD/SD SDI RECLOCKING DISTRIBUTION AMPLIFIER	1.00	\$0.00	\$0.00
02.04 SIGNAL DISTRIBUTION EQUIPMENT Subtotal:					\$2,354.12
02 - BROADCAST PRODUCTION SYSTEM Subtotal:					\$3,098.12
03 - PROJECT DELIVERY					
SECTION COSTS					
ALPHA	ALPHA-MAT-HSS	ALPHA MISC HARDWARE & SHOP SUPPLIES	1.00	\$0.00	\$0.00
ALPHA	ALPHA-WORKMANSHIP	ALPHA WORKMANSHIP WARRANTY	1.00	\$0.00	\$0.00
ALPHA	ALPHA-EXPENSES	ALPHA TRAVEL AND OTHER EXPENSES	1.00	\$291.38	\$291.38
ALPHA	ALPHA-MATERIALS	ALPHA MATERIALS	1.00	\$1,851.50	\$1,851.50
ALPHA	ALPHA-LABOR	ALPHA INTEGRATION LABOR	1.00	\$29,870.00	\$29,870.00
Section Costs Subtotal:					\$32,012.88
03 - PROJECT DELIVERY Subtotal:					\$32,012.88
PROJECT COSTS					
SECTION COSTS					
ALPHA	ALPHA-SMA-SILVER-1YR	ALPHA ASSURANCE SILVER SERVICE AND MAINTENANCE AGREEMENT, 1 YR. TERM	1.00 <i>OPTIONAL</i>	\$10,908.28	\$10,908.28 <i>NOT INCLUDED</i>
Section Costs Subtotal:					\$0.00
Project Costs Subtotal:					\$0.00
OPTIONAL ITEMS: (NOT INCLUDED)				\$10,908.28	
Subtotal:					\$49,633.32
Shipping:					\$359.53
Tax:					\$0.00
Total:					\$49,992.85



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A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Quoted prices are based on current tariff schedules and applicable laws as of the date of this quote. Should there be any changes in tariff rates, regulations, or relevant laws prior to the acceptance of this quote or delivery of goods, the quoted prices may be adjusted accordingly. All tariffs, duties, and related charges in effect at the time of importation shall be the responsibility of the buyer and will be invoiced as pass-through costs, subject to change without prior notice.

Sales tax is not included and will be billed at actual cost.

PAYMENT TERMS

Subject to the provisions contained in this proposal and scope of work, the Buyer shall pay a 50% down payment on the project total. This payment shall be due upon receipt of the invoice for the down payment amount. The project will then be progress invoiced monthly moving forward, with the down payment being applied to the invoice total first, and any remaining balance being billed for that month. These subsequent invoices shall be due following the terms of your account (i.e. – Net 30, Net 15, etc.). If at any time invoices are not paid within terms or become past due, the Seller may suspend production, shipment, service, or delivery of the project until the account becomes current.

**Prices are based on current tariff policies and laws, any changes in policy or law from the date of this quote to the acceptance of this quote will adjust prices.

NOTICE TO PROCEED

Alpha, Inc. shall not, and shall not be obligated to, commence performance of the work outlined in this proposal until the Owner issues a purchase order or contract for the work. Alternatively, and to stay on schedule, the Owner may issue Alpha a written notice to proceed or letter of intent authorizing Alpha to begin work on behalf of the Owner and agreeing to pay for all equipment, materials, labor and costs accrued by Alpha should a purchase order or final contract not be agreed upon. This notice to proceed or letter of intent must be presented by someone authorized by the Owner to approve such an action and can be in the form of an email or email attachment.

Upon receipt of a notice to proceed, letter of intent, purchase order or contract, Alpha shall commence with the performance of the work in accordance with the milestone schedule and shall thereafter diligently pursue the work, assigning to it a priority that should reasonably permit the attainment of substantial completion on or before the required completion date.

Any delays in the receipt of a notice to proceed, purchase order or contract beyond the date(s) outlined in the milestone schedule may result in a change order for any additional or overtime labor and expenses required for Alpha to be substantially complete by the required completion date.

SIGN-OFF

As an appointed representative of the City of Lakeville, I hereby agree with and approve the above statement of work including all outlined Terms and Conditions. A purchase order for this project, in verbal or written form indicates acceptance of this statement of work.

Date: _____

Company: _____

Name: _____

Title: _____

Signature: _____



Date: 5/18/2026

Amend 2026 General, Debt, Capital, Internal Service Fund Budgets

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2026 General, Debt, Capital, and Internal Service Fund Budgets.

Overview

Budget amendments are periodically necessary to align budgets with actual activity, including year-end purchase order carryforwards and timing differences between fiscal years. Excess bond proceeds are also being applied to reduce debt service levy requirements and lower borrowing needs for the 2026 street improvement projects.

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

Supporting Information

1. Resolution - Amend 2026 Budgets
2. 2026 Budget Amends_Exhibit A

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

RESOLUTION NO. _____

**Resolution Amending the 2026 General,
Debt, Capital and Internal Service Fund Budgets**

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

1. The 2026 budget for the General Fund is hereby amended for the fiscal year ending December 31, 2026 as per Exhibit A, as attached hereto.
2. The 2026 budgets for the Debt, Capital, and Internal Service Funds are hereby amended for the fiscal year ending December 31, 2026 as per Exhibit A, as attached hereto.

ADOPTED by the Lakeville City Council this 18th day of May, 2026.

Luke M. Hellier, Mayor

Taylor Snider, Deputy City Clerk

F# / D#	Fund/Department	Category	POST DATE	REF #	DESCRIPTION	CHANGE TO BUDGET INCR/(DECR)
1000.1130	General/CityHall	Exp - Contract Bldg Rpr	01/01/2026	PO 25-0083	COLUMN REPAIR (PO CARRYFORWARD)	7,383.50
7900.7910	Municipal Reserves	Exp - Other Contractual	01/01/2026	PO 25-0083	COLUMN REPAIR (PO CARRYFORWARD)	7,383.50
5500.5535	WaterTrunk/Well23	Exp - Other Contractual	01/01/2026	PO 24-0015	CP24-07 WELL 23 SITE WORK (PO C/F)	5,956.83
4000.4010	Building/CityHall	Exp - Capital Outlay	01/01/2026	PO 25-0140	FIRE ALARM DEVICE UPGRADES (PO C/F)	16,572.80
5600.5600	San. Sewer Trunk	Exp - Other Contractual	01/01/2026	PO 24-0016	CP24-09 OAK SHORES LIFTSTN (PO C/F)	14,527.47
6596.6596	2024 Collector Rd	Exp - T/O to Debt Svc	02/16/2026	BA #3481	EXCESS BOND PROCEEDS 2024A 24-03	184,060.44
3542.3542	2024A Impr Bonds	Rev - T/I from Capital	02/16/2026	BA #3481	EXCESS BOND PROCEEDS 2024A 24-03	184,060.44
3542.3542	2024A Impr Bonds	Rev - T/I from Capital	02/16/2026	BA #3481	EXCESS BOND PROCEEDS 2024A 24-02	300,000.00
6595.6595	2024 St. Reconstr.	Exp - T/O to Debt Svc	02/16/2026	BA #3481	EXCESS BOND PROCEEDS 2024A 24-02	300,000.00
6595.6595	2024 St. Reconstr.	Exp - T/O to Capital	02/16/2026	BA #3481	EXCESS PROCEEDS 2024A 24-02>26-02	475,000.00
6611.6611	2026 St. Projects	Rev - T/I from Capital	02/16/2026	BA #3481	EXCESS PROCEEDS 2024A 24-02>26-02	475,000.00



Date: 5/18/2026

Agreement with Xcel Energy for Streetlight Replacement on Jutland Place

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Xcel Energy for the replacement of streetlights on Jutland Place.

Overview

Staff is requesting the City Council approval of an agreement with Xcel Energy to replace streetlights located on Jutland Place. These streetlights are more than 25 years old and have exceeded the maintenance term under the City's existing agreement with Xcel Energy. Some of the streetlights are not working at this time.

The City contracts with both Dakota Electric Association and Xcel Energy for the maintenance and operation of streetlights within the public right-of-way. The streetlights proposed for replacement are located within Xcel Energy's service territory.

Under the proposed agreement, the City would continue to pay the monthly electricity and maintenance fees and Xcel Energy would maintain the new streetlights for a period of 25 years.

Supporting Information

1. Agreement

<p>Financial Impact: \$65,540.62 Budgeted: Yes Source: Streetlight Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director</p>

Account No. _____
Job No. _____
Job Address _____



Northern States Power Company - Minnesota

Dear

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for:

Your portion of the cost of this project is _____. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Design Operations Specialist by email at NSPMDesignCIAC@xcelenergy.com or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

➤ **Additional enclosures:**

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,

Xcel Energy



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy
C/O Deluxe - Lockbox # 4176
5450 N Cumberland Ave
Chicago, IL 60656

Contact Phone (needed for the form): 800.895.4999

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 4176
Carol Stream, IL 60197-4176

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



STATEMENT OF WORK REQUESTED

DATE: _____, 20_____

WORK REQUESTED BY: _____

WORK LOCATION: _____

ADDRESS: _____

CONSISTING OF:

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ _____)

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by _____



XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By:	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name:	Printed Name:
Title:	Title (if applicable):
Date:	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

FOR XCEL ENERGY USE

Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction \$	Removal \$	Total \$
_____	_____	_____

Form 17-7012

ADDITIONAL DETAILS:



Date: 5/18/2026

Quote for Garage Door Replacement at the Holyoke Water Tower

Proposed Action

Staff recommends adoption of the following motion: Move to approve a quote from Action Overhead Garage Door to replace the broken garage door at the Holyoke water tower.

Overview

The existing garage door at the Holyoke water tower failed after the opener stopped functioning correctly and continued pulling past its limit, which stretched the seams and caused irreversible damage. Staff received quotes from Action Overhead Garage Door and Twin City Garage Door to replace the commercial garage door. Action Overhead Garage Door was the low bidder with a total price of 21,018.00 dollars.

Supporting Information

1. Action Overhead Garage Door quote
2. TCGD quote
3. Action Overhead Garage Door contract signed

<p>Financial Impact: \$21,018.00 Budgeted: No Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kyle Hanson, Utilities Supervisor</p>



18077 Murphy Lake Blvd.
 Prior Lake, MN 55372
 952.447.4487

Estimate 213861328
 Job
 Estimate Date 5/5/2026

Billing Address
 City Of Lakeville
 20195 Holyoke Avenue
 Lakeville, MN 55044 USA

Job Address
 Water Tower
 8720 190th Street West
 Lakeville, MN 55044 USA

Estimate Details

Water Tower - Copy

Service #	Description	Quantity	Your Price	Your Total
ESTIMATE DOOR	14X14, C.H.I. OVERHEAD DOOR, MODEL 6266, COMMERCIAL ROLL UP DOOR, NON-INSULATED, FLAT SLATS, STAINLESS STEEL INTERIOR/EXTERIOR, CHAIN HOIST, NEW JHDC12S1BE SIDE MOUNT OPENER, INSTALLATION INCLUDED	1.00	\$20,168.00	\$20,168.00
T/H 1	REMOVAL & RECYCLING OF EXISTING DOORS	1.00	\$750.00	\$750.00
REHOOK 1	REHOOK GARAGE DOOR OPENER	1.00	\$100.00	\$100.00
			Sub-Total	\$21,018.00
			Tax	\$0.00
			Total	\$21,018.00

Thank you for choosing Action Overhead Garage Door

Terms & Conditions

By accepting an estimate from Action Overhead Garage Door, LLC (the "Contractor"), "Customer" (defined as a homeowner, builder, or other contractor) acknowledges and agrees to the following terms and conditions.

Site Conditions - Prior to Installation Date Garage area must be cleared from the opening to the rear of the operator head. If a technician must move any items from their workspace or must wait for Customer to move items, there will be an additional fee, or the installation may have to be rescheduled. Additionally, concrete floor must be in, openings must be properly prepared, and electrical wiring must be completed.

Estimates - Any estimate provided to Customer is valid for thirty (30) calendar days from the date of issuance. After the expiration of the 30-day period, Customer will be required to obtain a new estimate.

Payment Terms - A down payment of 50% is required with the balance being due upon completion. Special orders are non-refundable.

Surcharge on Credit Card Payment - A surcharge of 3% will be added if you choose to pay your invoice with a credit card.

Delinquent Account - If a delinquent account is turned over for collection, Customer will be responsible for all costs incurred, including, but not limited to, collection agency fees, attorney fees, and court costs. Any invoice not paid within 30 days may be subject to a finance charge up to the maximum rate allowed by law until paid.

Warranty

Installation services are guaranteed for one-year. Product warranty is specific to manufacturer.



Twin City Garage Door
 5601 Boone Avenue North
 New Hope, MN 55428 USA
 (763) 533-3838

Proposed by: Dustin Baldwin
 dustin.baldwin@twincitygaragedoor.us

BILL TO

City of Lakeville
 20195 Holyoke Avenue
 Lakeville, MN 55044 USA

JOB ADDRESS

Lakeville Water Tower
 8720 190th Street West
 Lakeville, MN 55044 USA

ESTIMATE 453334352	ESTIMATE DATE 5/6/2026
------------------------------	----------------------------------

New Service Door - Copy

Description

Total

PROVIDE AND INSTALL NEW 14X14 CORNELL ESD10 STAINLESS STEEL COILING SERVICE DOOR. NO. 4 STAINLESS STEEL. GRAY POLYESTER ENAMEL GUIDES. NON-INSULATED. REMOVE AND DISPOSE OF OLD DOOR. ALSO PROVIDE AND INSTALL NEW 1/2 H.P. 115V MGH 5011 MOTOR OPERATOR. WIRING OF OPERATOR AND CONTROLS BY OTHERS. INCLUDES NEW 3 BUTTON WALL CONTROL AND SAFETY EDGE. \$29,860.00

FOR REMOTE TRANSMITTER ADD \$45/EA

*SPECIAL ORDER.

Sub-Total:	\$29,860.00
Deposit/Downpayment	\$0.00
Total Price:	\$29,860.00

ACCEPTANCE OF ESTIMATE:

By signing below, I confirm acceptance of the Terms & Conditions below and authorize the described work above. I agree to pay the full contracted amount, including approved change orders.

Name: _____

Authorization Signature: _____

Purchase Order (if applicable): _____

Signature Date: _____

TERMS & CONDITIONS

For questions or clarification regarding these terms, please contact us prior to work commencement.

Please note that Twin City Garage Door, Garage Door Store, Chippewa Valley Door, Midwest Doors, and Magic City Garage Door operate under the legal name API Garage Door.

Payment Terms

Payment is due upon receipt or within thirty (30) days of invoice date for customers with approved credit. Any balance due upon completion of the project may be paid by cash, check, ACH or major credit card. Past due amounts will incur a finance charge of 1.5% per month. Failure to pay within the required timeline may result in the suspension of further work or deliveries.

Proposal Validity & Acceptance

This proposal is valid for thirty (30) days from the date issued unless withdrawn in writing.

Scheduling

Work will be scheduled upon receipt of the required deposit, if applicable. Completion times are estimates and may vary due to material availability, weather, or other factors beyond our control.

Material Availability

All materials are subject to supplier availability as well as supplier-pricing at the time of shipment or delivery. If specified products are unavailable, we will contact you for approval of suitable alternatives, which may impact pricing.

Scope of Work & Responsibilities

Quoted price includes only the services and materials specifically listed, applicable tax, standard installation, and a one-year warranty (see below). All site preparation, including opening preparation and electrical wiring, is the responsibility of you or your contractors. The electrical contractor must provide and install all required controls, conduits, and wiring. Floors must be poured and ready prior to installation of doors and operators. Floors may also be finished with compact, level gravel. You are responsible for providing an adequate work area, as defined by API Garage Door. Only the items listed in this work order are included. Additional repairs, modifications, or upgrades requested by you or required due to unforeseen circumstances will be billed as extra and may require a revised estimate or work order.

Special Orders & Deposits

Deposits may be required for special order materials. These deposits are non-refundable once orders are placed, except in cases where we fail to deliver due to reasons within our control.

Limitation of Liability

API GARAGE DOOR, INCLUDING ITS OWNERS, AFFILIATES, EMPLOYEES, VENDORS AND SUBCONTRACTORS, ARE NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, OR DELAY DAMAGES; THE FOREGOING ARE NOT LIABLE FOR ANY DAMAGES THAT EXCEED THE FEES PAID AND RECEIVED FOR THE DIRECT COST OF LABOR AND MATERIALS PROVIDED UNDER THIS WORK ORDER.

Governing Law; Disputes; Miscellaneous

These terms and conditions are governed by and construed in accordance with the laws of Minnesota and you irrevocably submit to the exclusive jurisdiction and venue of the courts in Minnesota. Before seeking legal recourse for any harm you believe you have suffered arising from or related to this Work Order, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action; unresolved matters may be submitted to mediation or arbitration. You agree that you must pursue any claim you may have arising under or relating to this Work Order and associated content within twelve (12) months of the first discovery of such claim and any claim not brought within such period is waived and forfeited.

Site Access & Condition

You are responsible for ensuring unobstructed and safe access to the workspace. Any additional costs caused by restricted access, hazardous conditions, or required wait time will be billed to you.

Permits & Regulations

You are responsible for obtaining all required permits, HOA and zoning approvals. API Garage Door will comply with applicable local regulations and codes.

Cancellation Policy

Written notice is required for cancellations. Cancellations within 48 hours of the scheduled work may result in forfeiture of the deposit or a cancellation fee to cover costs incurred.

Acceptance of Estimate

Approval and acceptance of this Work Order indicate agreement to these terms and conditions. Work will only commence upon receipt of the required deposit, if applicable, and signed acceptance.

Warranty

A one-year limited warranty is provided on materials and workmanship, starting from the installation date. This warranty excludes damage resulting from misuse, improper maintenance, or external causes. Warranty claims must be submitted in writing within the warranty period. Warranty does not cover damage caused by accidents, misuse, natural disasters, or unauthorized modifications. Manufacturer warranty may vary. Remedies are limited to repair or replacement at our discretion.

Change Orders & Additional Costs

Any modifications to the original scope must be documented and agreed upon in writing by both parties. Additional work or changes or alternative materials may result in extra charges and adjustments to the project schedule. Costs are subject to adjustment in the event of imposition of any government-imposed tariff, tax, or similar item. API Garage Door shall not be liable for any delay or failure to perform its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, pandemics, or natural disasters.

Estimate Id 453334352
Estimate Date 5/6/2026

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

THIS AGREEMENT made this 18th day of May 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **ACTION OVERHEAD GARAGE DOOR**, a Minnesota limited liability company (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. City of Lakeville 2020 Standard Specifications.
- C. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- D. Contractor’s Quotation Form.

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

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed Twenty-one thousand eighteen dollars and 00 cents.(\$21,018.00). Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and

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

B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work or the Contractor shall have the options regarding retaining in accordance with Minnesota 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 City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. **COMPLETION DATE.** All Work must be completed by September 4th, 2026.

6. **CONTRACTOR'S REPRESENTATIONS.**

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

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

- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

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

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

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

The following coverages shall be included:

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

Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

9. WARRANTY. The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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

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

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

12. MISCELLANEOUS.

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

- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

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

**OWNER:
CITY OF LAKEVILLE**

BY: _____
Luke M. Hellier, Mayor

CONTRACTOR:

BY: Amr Schmitt

Its: PRESIDENT

AND _____
Ann Orlofsky, City Clerk



Date: 5/18/2026

Kueber Coffee Minnesota, LLC Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area and adopt the findings of fact.

Overview

Kueber Coffee Minnesota, LLC has submitted an application for a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area. The development is for property located at the southeast corner of 179th Street (CSAH 9) and Cedar Avenue (CSAH 23), identified as Lot 2, Block 1, Marketplace at Cedar.

Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit in the M-2, Mixed Use Cedar Corridor District. Section 11-17-17 of city code states that principal buildings for commercial and industrial uses having less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit. The conditional use permit requests are to allow a coffee shop to be approximately 898 square feet in size, including a 510 sq ft building and a 388 sq ft cooler and storage area. The site is proposed to have a double drive-through lane and no indoor or outdoor seating.

The Planning Commission held a public hearing on the CUP application at its May 7, 2026, meeting and unanimously recommended approval. There was no public comment. The Developer has submitted a revised landscape plan, which satisfies stipulation number 6 of the Planning report.

Supporting Information

1. CUP Form - Findings of Fact - PC Minutes
2. Planning Report-Narrative-Maps
3. SitePlan-Landscaping-Elevations

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Kueber Coffee Minnesota, LLC for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 2, Block 1, Marketplace At Cedar

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a) The site shall be developed according to the plans approved by the City Council.
 - b) The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
 - c) Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
 - d) Plantings on the site must adhere to the landscape plan and an as-built planting plan provided prior to inspection of the installed landscaping. The Developer must provide a security with the building permit to guarantee installation of the landscaping.
 - e) Snow storage shall not occur within required parking spaces.

4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: May 18, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on the 18th day of May 2026 by Luke M. Hellier, Mayor and by Taylor Snider, Deputy Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT
KUEBER COFFEE MINNESOTA, LLC**

FINDINGS OF FACT AND DECISION

On May 7, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Kueber Coffee Minnesota, LLC for a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 5, which guides the property for Corridor Mixed Use.
2. The subject site is zoned M-2, Mixed Use Cedar Corridor District.
3. Legal description of the property:

Lot 2, Block 1, Marketplace at Cedar

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed convenience restaurant with a drive-through use is consistent with the guided mixed-use designation of the property.

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

Finding: The proposed convenience restaurant will be compatible with the existing and future commercial and residential land uses in the surrounding area.

c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

Finding: Provided compliance with the stipulations of the conditional use permit, the proposed use will conform to all other performance standards contained in the Zoning Ordinance and the City Code.

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

Finding: The property is served with City sanitary sewer and water. The proposed commercial use will not overburden the City’s service capacity.

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

Finding: The traffic generated by the proposed commercial use will not overburden the streets serving the property.

5. The report dated April 29, 2026, and prepared by Heather Botten, Senior Planner, is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: May 18, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
Item 5.b. Kueber Coffee Minnesota, LLC
May 7, 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. Kueber Coffee Minnesota, LLC

Chair Zimmer opened the public hearing to consider the application of Kueber Coffee Minnesota, LLC for a conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building to be less than 2,000 square feet of floor area.

Jerry Wendel with Wendel X introduced the project.

Senior Planner Heather Botten presented the staff report. The Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit. It also requires a conditional use permit for a principal building for a commercial use that is less than 2,000 square feet of floor area. The request is to allow a coffee shop to be approximately 898 square feet in size, including a 510 square foot building and a 388 square foot cooler and storage area. The site is proposed to have a double drive-through lane and no indoor or outdoor seating on site.

Community Development Department staff recommend approval of the conditional use permit for a convenience restaurant with a drive-through service window and a principal structure of less than 2,000 square feet with the stipulations 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 Swaney, seconded by Einck to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked if the snow removal in the drive through with the shrubs on the outside will be manageable, and if the staff that are taking orders outside will have somewhere to warm themselves when waiting. Mr. Kurth stated the building does have some heating outside. He stated they do not anticipate a problem with snow removal.

Motion was made by Einck, seconded by Swaney to recommend to City Council approval of the conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building of less than 2,000 square feet of floor area, and the findings of fact, subject to the following stipulations:

1. The site shall be developed according to the plans approved by the City Council.
2. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
3. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
4. Plantings on the site must adhere to the landscape plan and an as-built planting plan provided prior to inspection of the installed landscaping. The Developer must provide a security with the building permit to guarantee installation of the landscaping.
5. Snow storage shall not occur within required parking spaces.
6. Prior to City Council consideration, the landscape plan must be updated to comply with the Foresters' comments, including adding shrubs along the north property line and additional landscaping added around the parking lot.

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

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten
Date: April 29, 2026
Subject: Packet Material for the May 7, 2026 Planning Commission Meeting

Agenda Item: Kueber Coffee Minnesota, LLC - Conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area.

Application Action Deadline: May 25, 2026 – 1st 60 days

BACKGROUND

Representatives of Kueber Coffee Minnesota, LLC have applied for conditional use permits for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area. The development is for property located at the southeast corner of 179th Street (CSAH 9) and Cedar Avenue (CSAH 23), identified as Lot 2, Block 1, Marketplace at Cedar.

The subject property is zoned M-2, Mixed Use Cedar Corridor District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit. Section 11-17-17 of city code states that principal buildings for commercial and industrial uses having less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit. The conditional use permit request is to allow a coffee shop to be approximately 898 square feet in size, including a 510 sq ft building and a 388 sq ft cooler and storage area. The site is proposed to have a double drive-through lane and no indoor or outdoor seating on site.

The proposed development plans have been reviewed by Community Development and Engineering staff.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Grading and Drainage Plan
- E. Landscape Plan
- F. Building Elevation Plans
- G. Colored Renderings of Building

STAFF ANALYSIS

Comprehensive Plan. The property is located in Planning District No. 5, Cedar Corridor, and is guided for Corridor Mixed Use in the 2040 Comprehensive Land Use Plan. The Corridor Mixed Use Designation allows for development of residential, commercial, public and corridor mixed-uses along the Cedar Avenue. The proposed convenience restaurant use is consistent with the land uses envisioned for this district.

Zoning. The property is zoned M-2, Mixed Use Cedar Corridor District. The proposed convenience restaurant with a drive-through is consistent with the uses allowed in a commercial district.

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	179 th Street and Crossroads Shopping Center	Commercial	PUD
South	Vacant – Future Aldi	Corridor Mixed Use	M-2, Mixed Use
East	Vacant – Future Multi-tenant Commercial	Corridor Mixed Use	M-2, Mixed Use
West	Vacant – Future Veridian Credit Union	Corridor Mixed Use	M-2, Mixed Use

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Marketplace at Cedar plat. Engineering and Environmental Resources have reviewed the site, grading, drainage and erosion control, and utility plans. The Engineering Division recommends approval of the CUP with final plans being approved at the time of building permit.

CUP SITE PLAN REVIEW

Use. Section 11-66-7.E allows convenience restaurants with a drive-through service window subject to approval of a conditional use permit and in accordance with specific performance standards applied to the subject property.

Section 11-17-17 of city code states that principal buildings for commercial and industrial uses having less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit.

Setbacks. The proposed building meets or exceeds the minimum setback requirements of the M-2 District of:

	Required	Proposed
Yard abutting a major collector or arterial St.	30 feet	50 feet+
Side	10 feet	38 feet+
Side	10 feet	30 feet+
Front	10 feet	150 feet+

Building Height. The proposed building is a single-story structure 20-feet in height at the tallest point. A maximum building height of 48 feet or four stories, whichever is less, is allowed in the M-2 District.

Parking/Drive Aisles. The proposed site was approved with one standalone user on Lot 2 with shared parking with Lot 3 to the east. The setback requirements for parking are 10 feet abutting right-of-way and five feet from interior lot lines. Joint or combined parking facilities on separate lots are not required to observe the parking area setback from such common lot line.

As mentioned, the parking lot is shared with the multi-tenant lot to the east. The parking requirements are calculated by reviewing the uses on both properties. The parcels require a minimum of 80 parking spaces, subtracting the 10% gross floor area credit and the proposed uses of convenience restaurants and medical office. The maximum number of parking stalls allowed is up to 125% of the minimum parking spaces, without CUP approval. 125% of the minimum parking is 100 spaces. The site plan demonstrates 92 parking spaces, complying with code requirements.

Access. Access to the site will primarily be via the private drive to the south which serves the building to the west and this parcel. There is also access from the east through the shared parking lot. Access to 179th Street is not permitted.

Pedestrian Access. A trail will be constructed along the south side of 179th Street and a sidewalk will be constructed along the internal private drives within the Marketplace development.

Landscaping. The landscape plan provides plantings on the north and south sides of the site. The City Forester reviewed the proposed landscape plan and provided comments. A continuous shrub line must be added along the north property line to ensure that headlights from vehicles within the drive through lanes don't shine onto 179th Street. Additional trees are required to comply with the landscaping requirements around the off-street parking. The landscape plan must be updated to reflect this change prior to City Council consideration of the CUP. Including the landscape modifications, the landscape plan will be considered approved. Plantings on the site must adhere to the plan and provide an as-built planting plan prior to inspection of the installed landscaping. An escrow for the landscape materials and installation amount will be collected with the building permit.

Building Exterior. The applicant has provided colored rendering of each building elevation as required by Section 11-66-7.E.2 of the Zoning Ordinance. The proposed building will be constructed of mainly Grade A, brick material. The materials proposed comply with Zoning Ordinance requirements.

Drive-Through Window. There are two ordering lanes on the west elevation of the building with the lanes approaching from the east side of the building. The access lanes are separated from off-street parking areas and sidewalks and provide 150 feet of stacking on the interior drive-through lane and 190 feet of stacking space on the outer drive-through lane.

Menu Boards. The Zoning Ordinance allows up to two menu signs with a maximum area of 50 square feet and a maximum height of eight feet per lane. The proposed menu sign must receive sign permit approval prior to installation and shall comply with the requirements outlined in Section 11-66-7.E.8.c of the Zoning Ordinance.

Signs. All proposed signs are subject to the allowances established for the M-2 District by Section 11-23-19.D of the Zoning Ordinance. The Zoning Ordinance allows wall signs not to exceed 100 square feet on two wall elevations facing public streets or private through drives. Sign permits are required to be issued prior to the installation of any signs on the building.

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

Hours. Section 11-66-7.E.1 of the Zoning Ordinance limits hours of operation 5:00 A.M. to 11:00 P.M. unless extended by the City Council as part of the conditional use permit request.

Trash Enclosure. The trash and recycling enclosure will be located near the entrance of the drive through. The enclosure must comply with code requirements, including a maintenance-free gate.

Exterior Lighting. No light source or combination thereof which casts light on a public street shall exceed one foot-candle meter reading as measured at the right of way or property line. The submitted photometric plan complies with code requirements. All lighting shall be accomplished in such a way as to have no direct source of light visible from the public right-of-way. All building mounted lighting must face downward onto the structure.

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

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

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building less than 2,000 square feet of floor area, subject to the following stipulations:

1. The site shall be developed according to the plans approved by the City Council.
2. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
3. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
4. Plantings on the site must adhere to the landscape plan and an as-built planting plan provided prior to inspection of the installed landscaping. The Developer must provide a security with the building permit to guarantee installation of the landscaping.
5. Snow storage shall not occur within required parking spaces.
6. Prior to City Council consideration, the landscape plan must be updated to comply with the Foresters' comments, including adding shrubs along the north property line and additional landscaping added around the parking lot.

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.



Kueber Coffee Minnesota, LLC | 7 Brew Franchisee | 445 E Market St, Suite 310, Louisville, KY 40202

04/30/26

Via: email

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**RE: 7 Brew Coffee – Marketplace at Cedar
Project Narrative**

Seven Brew is a drive thru only coffee concept that serves beverages and no food. We serve a variety of made to order beverages, including coffee, tea, Italian sodas, smoothies, shakes, energy drinks, and hot chocolate.

We believe we are the face of a coffee revolution with our unique speed of service coupled with quality products. Our delicious drinks are made from the best ingredients, served by always energetic, upbeat, fun, and welcoming baristas, in a fast and consistent drive thru. Each one of our location's employees between 40-50 high energy people that are sure to put a smile on guests' faces!

Our model takes up a small footprint of around half an acre to an acre with a 510 square foot building. At Seven Brew, we offer drive thru only with two ordering lanes that help us process orders ultra-fast (think Chick-fil-A) to allow our guest to get in and out to tackle their day. There is no interior or exterior seating available. Our baristas greet guest at their vehicles with iPads and drinks are then delivered directly to the vehicles. There are no obnoxious speaker boxes, all our interactions are person to person. Our stands operate Sunday thru Thursday from 5:30 am to 10:00 pm and from 5:30 am to 11:00 pm on Friday and Saturday. The stand will employ approximately 60-70 people, with the average shift consisting of 4 to 6 employees.

Our thoughtfully designed building has a canopy that stems from each side to protect our employees and our guests from the weather during the ordering and delivery process. We do offer walk up ordering service, but this equates to less than 1% of our sales and is typically used by first responders.

We are proposing to develop Lot 2 at the Marketplace at Cedar located at 7428 179th St W. The development will consist of a 510 square foot stand with a 388 square foot remote cooler and storage structure along with a dumpster enclosure and associated site, utility and landscape improvements. The stand is clad with a combination of brick, glass and standing seam/break metal. The remote cooler/storage structure, and dumpster enclosure are clad with brick.





Kueber Coffee Minnesota, LLC | 7 Brew Franchisee | 445 E Market St, Suite 310, Louisville, KY 40202

The 7 Brew lot will be accessed from the private driveway easement created as part of the larger Marketplace at Cedar development. No new direct access points to public roadways are being proposed.

Based on previous studies, maximum observed queue lengths have been observed to be 13 vehicles with an average queue of six vehicles. The site has been designed to accommodate 19 vehicles in the drive-thru and should not result in any conflict with adjacent tenants. As part of our application, I am attaching a traffic and queuing study that was commissioned by the City of Minnetonka as part of CUP/Site plan application in the fall of 2025.

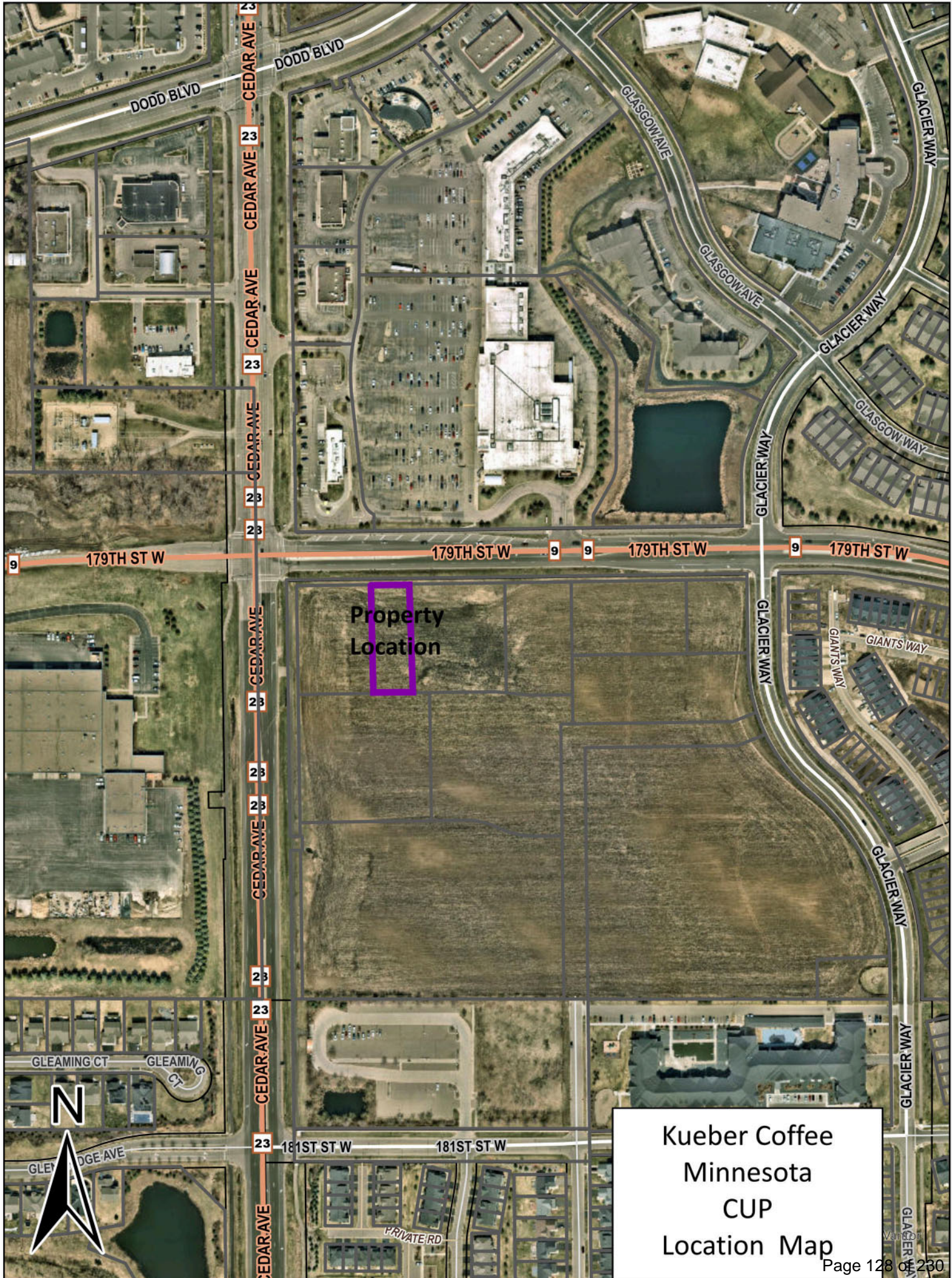
If you have questions or concerns about these items, please contact me at brian.evans@7brewteam.com or 502-528-1798.

Best,

A handwritten signature in blue ink, appearing to read "B. Evans".

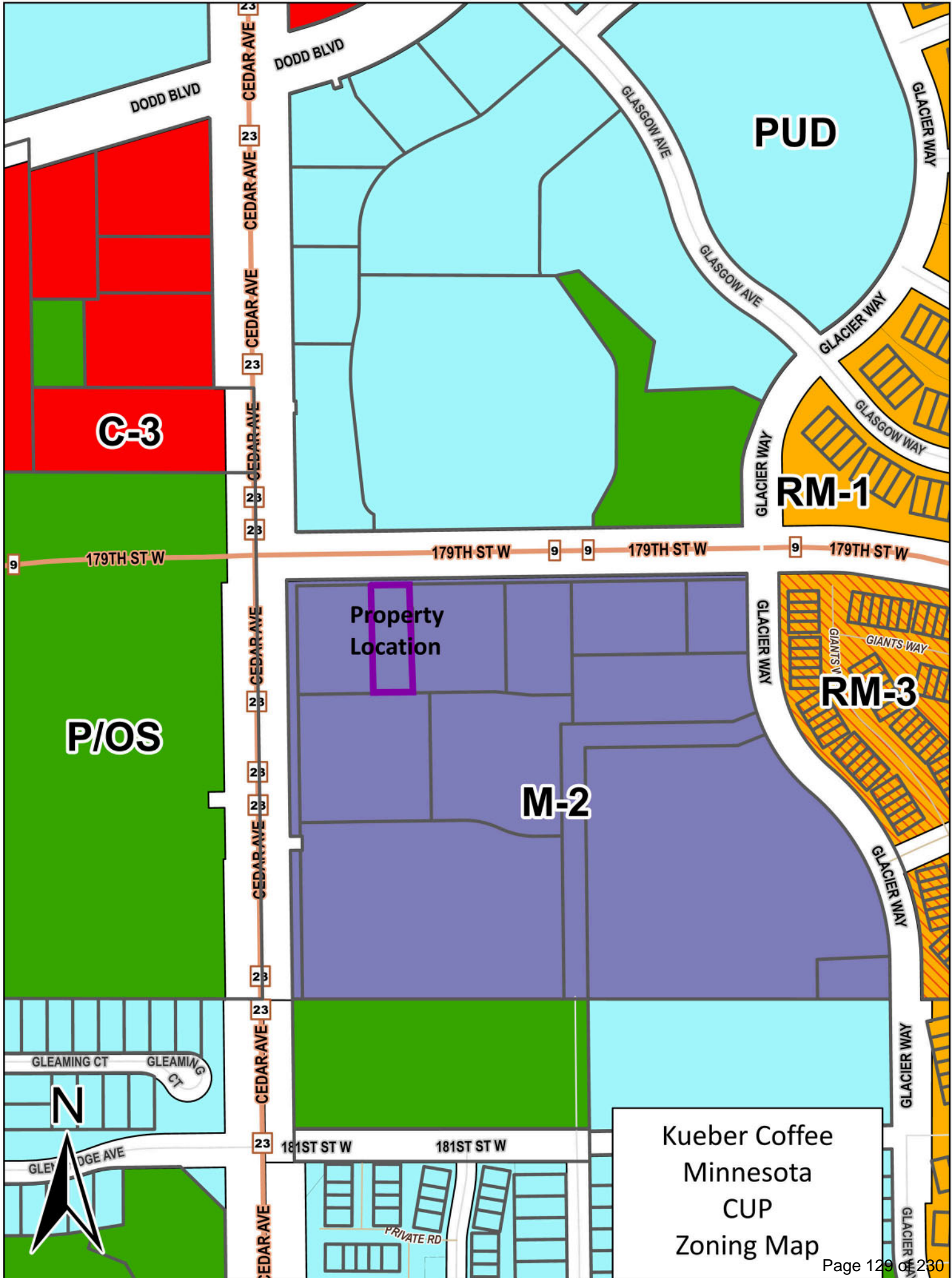
Brian Evans
Director of Entitlements





Property Location

Kueber Coffee
Minnesota
CUP
Location Map



Kueber Coffee
Minnesota
CUP
Zoning Map

FIRM LICENSE NO. 10302

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 Missouri.
Signature: *Adam Creeher*
Typed or Printed Name: Adam Creeher
Professional License Number: 60997

ARCHITECT OF RECORD:
NAME: ADAM CREEHER
LICENSE NO. 60997

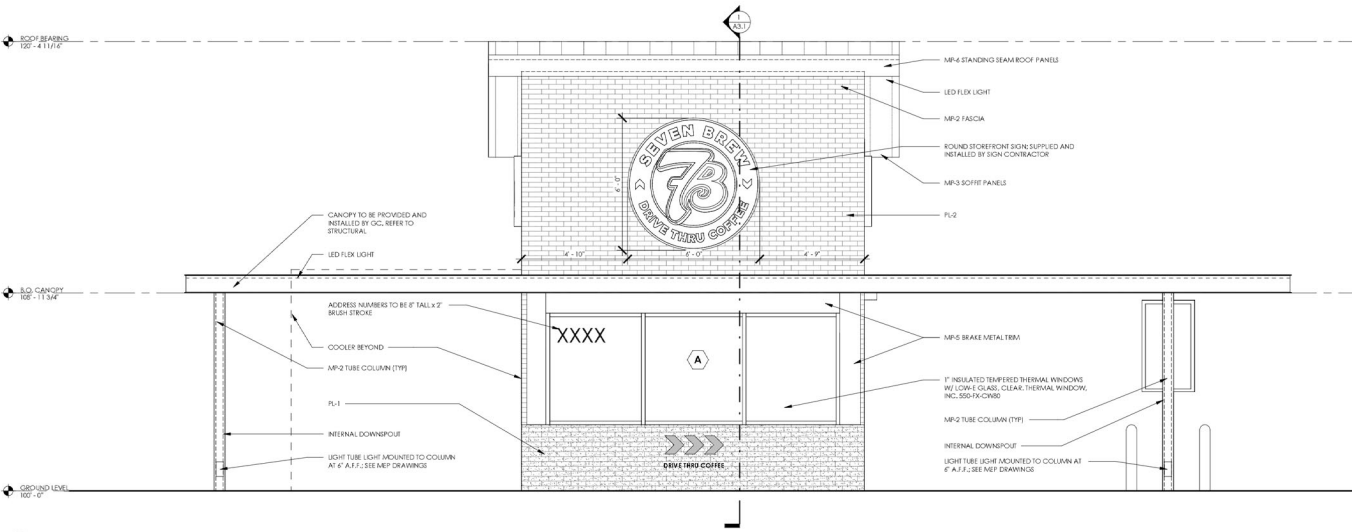
PROJECT NUMBER: 2541178LDG

REVISION:
ADD #01
MARCH 20, 2026

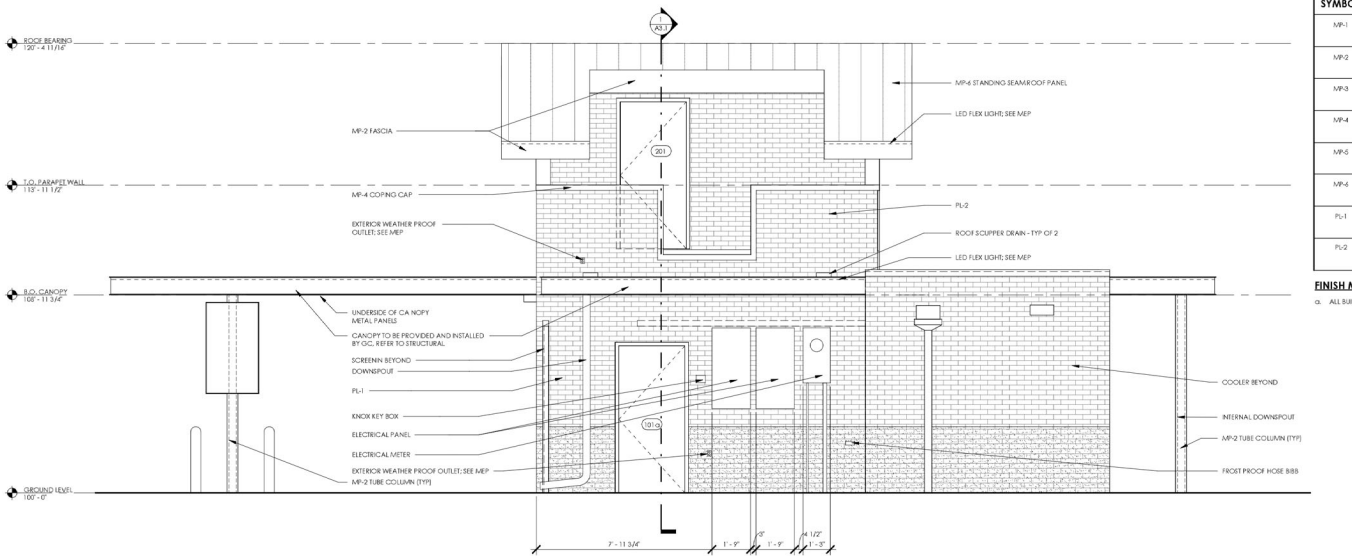
7 BREW COFFEE
LAKEVILLE, MN
7428 179th St W
LAKEVILLE, MN 55044

A2.1
EXTERIOR ELEVATIONS

DATE: FEBRUARY 12, 2026



1 EXTERIOR ELEVATION - FRONT
3/8" = 1'-0"



2 EXTERIOR ELEVATION - BACK
3/8" = 1'-0"

SYMBOL	ITEM	DESCRIPTION	REMARKS	INTERIOR FINISH CLASSIFICATION
MP-1	METAL PANEL AND BRAKE METAL	PAC-CLAD 16\"/>		

FINISH MATERIALS SCHEDULE NOTES:
a. ALL BUILDING FINISH ITEMS ARE PROVIDED BY GC

GRADE MATERIALS PER CITY CODE
THIN BRICK - 82% GRADE A
GLASS - 15% GRADE A
STANDING SEAM/METAL - 14% GRADE E

SIGNAGE:

SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY

FIRM LICENSE NO. 10302
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 Missouri.
Signature: *Adam Creeher*
Typed or Printed Name: Adam Creeher
Professional License Number: 60997

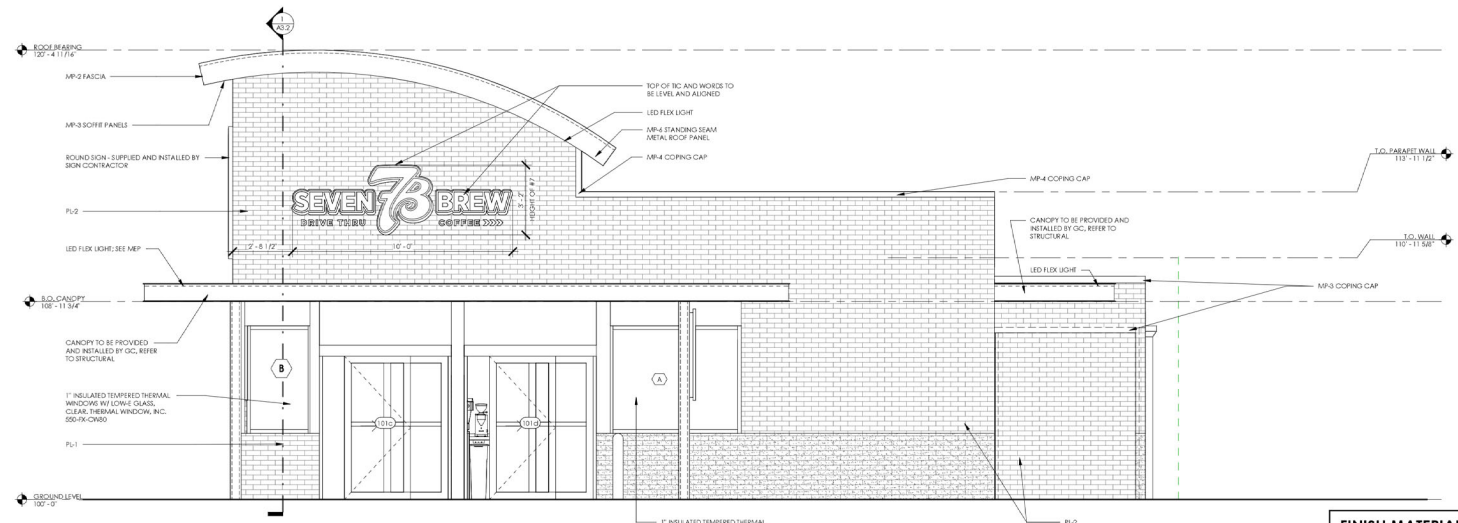
ARCHITECT OF RECORD:
NAME: ADAM CREEHER
LICENSE NO. 60997

PROJECT NUMBER: 254117802
REVISION:
ADD #01
MARCH 20, 2026

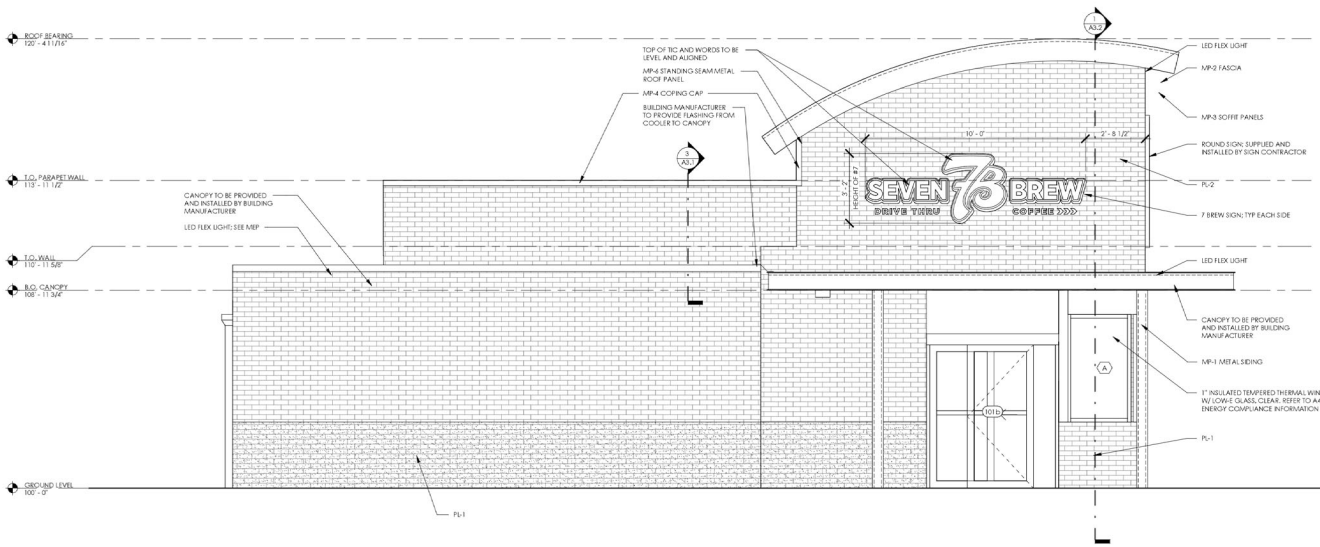
7 BREW COFFEE
LAKEVILLE, MN
7428 179th St W
LAKEVILLE, MN 55044

A2.2
EXTERIOR ELEVATIONS

DATE: FEBRUARY 12, 2026



1 EXTERIOR ELEVATION - LEFT SIDE
3/8" = 1'-0"



2 EXTERIOR ELEVATION - RIGHT SIDE
3/8" = 1'-0"

FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS	INTERIOR FINISH CLASSIFICATION
MP-1	METAL PANEL AND BRAKE METAL	FAC-CLAD 1/2" METAL WALL PANEL COLOR: COTTSWILE	TRASH ENCLOSURE GATE AND TRM	
MP-2	BRAKE METAL	COLOR: REGAL BLUE FINISH: SMOOTH	METAL ROOF, COPING, CANOPY COLUMNS AND UNDERSIDE OF CANOPY	
MP-3	BRAKE METAL	COLOR: ONYX FINISH: SMOOTH	METAL SOFFIT AND METAL COPING	
MP-4	BRAKE METAL	COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING AT SEE WALLS	
MP-5	BRAKE METAL	COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRM AT STOREFRONT	
MP-6	BRAKE METAL	FAC-CLAD 1/2" FAC-CLAD METAL ROOFING PANEL COLOR: SLATE BLUE	METAL ROOF	
PL-1	THIN BRICK	METRO BRICK COLOR: OCEANWAVE THIN BRICK - WAVE CUT	EXTERIOR FINISH	
PL-2	THIN BRICK	METRO BRICK COLOR: BLEND 2 THIN BRICK - WAVE SHIP	EXTERIOR FINISH	

FINISH MATERIALS SCHEDULE NOTES:
0. ALL BUILDING FINISH ITEMS ARE PROVIDED BY GC

GRADE MATERIALS PER CITY CODE
THIN BRICK - 82% GRADE A
GLASS - 15% GRADE A
STANDING SEAM/METAL - 14% GRADE E

SIGNAGE:

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REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND
SIGNAGE QUANTITY










1 EXTERIOR ELEVATION - FRONT
3/8" = 1'-0"



2 EXTERIOR ELEVATION - BACK
3/8" = 1'-0"

EXTERIOR FINISH LEGEND

-  METRO BRICK
THIN BRICK - FAST SHIP
BLEND 2
-  METRO BRICK
THIN BRICK - WIRE CUT
COMMONS
-  PAC-CLAD
STANDING SEAM PANEL
PACIFIC BLUE
-  BRAKE METAL
COLOR TO MATCH
STOREFRONT FRAMES
-  BRAKE METAL
PACIFIC BLUE
-  BRAKE METAL
ONYX
-  DOORS
HONORABLE BLUE
SW6811
-  BRAKE METAL
PAC-CLAD
SANDSTONE

SIGNAGE:

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REFER TO PRINTED SIGN PACKAGE FOR PRECISE LOCATION AND
SIGNAGE QUANTITY

FIRM LICENSE NO. 1032

ARCHITECT OF RECORD:
NAME: ADAM KREIER
LICENSE NO. 60997

PROJECT NUMBER: 25411 79LM2
REVISION:

7 BREW COFFEE
LAKEVILLE, MN
7428 179th St W
LAKEVILLE, MN 55044

A2.1
EXTERIOR ELEVATIONS

DATE: FEBRUARY 12, 2024



1 EXTERIOR ELEVATION - LEFT SIDE
3/8" = 1'-0"



2 EXTERIOR ELEVATION - RIGHT SIDE
3/8" = 1'-0"

EXTERIOR FINISH LEGEND

-  METRO BRICK
THIN BRICK - FAST SHIP
BLEND 2
-  METRO BRICK
THIN BRICK - WIRE CUT
COMMONS
-  PAC-CLAD
STANDING SEAM PANEL
PACIFIC BLUE
-  BRAKE METAL
COLOR TO MATCH
STOREFRONT FRAMES
-  BRAKE METAL
PACIFIC BLUE
-  BRAKE METAL
ONYX
-  DOORS
HONORABLE BLUE
SW6811
-  BRAKE METAL
PAC-CLAD
SANDSTONE

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FIRM LICENSE NO. 1032

ARCHITECT OF RECORD:
NAME: ADAM KREIER
LICENSE NO. 60997

PROJECT NUMBER: 25411 79LM2
REVISION:

7 BREW COFFEE
LAKEVILLE, MN
7428 179th St W
LAKEVILLE, MN 55044

A2.2
EXTERIOR ELEVATIONS

DATE: FEBRUARY 12, 2024



Date: 5/18/2026

Accepting Phase 2 Bids for the New Fire Station 2

Proposed Action

Staff recommends adoption of the following motion: Move to approve Phase 2 bids for the construction of the new Fire Station 2 building (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 included the earthwork/site grading and underground utility installation and was previously approved by the City Council on May 4. Phase 2 includes the construction of the fire station building and all other site improvements.

RJM Construction advertised Phase 2 of the project and received multiple bids from the various trades that are required for the construction of the fire station. After evaluating the bids for the lowest and most responsible bids, RJM Construction is recommending moving forward with the contractors listed on the attached Exhibit A.

Exhibit A also includes a list of “owner costs” that include miscellaneous services or fees not covered under RJM’s Construction Manager at Risk contract. Some of these items include estimated costs, that will be refined over the next couple of months, with individual contracts brought to the City Council for consideration at a later date. There have been four of these costs that have been finalized including:

CIC Inc. for the installation of data cabling and cell signal booster

- ESCI for the procurement and installation of security cameras and prox card readers
- Innovation Office Solutions for the procurement and installation of the furniture
- Braun Intertec for completing building commissioning and special inspections throughout the project

Staff is recommending approval of these proposals along with the list of bidders recommended by RJM Construction listed in Exhibit A.

Currently, the project is very close to being on budget at \$29,770,377. As we refine the remaining “owner cost” items it is anticipated the final overall project costs will be under the estimated \$29,734,269 budget.

Supporting Information

- 1. Resolution Accepting Bids
- 2. Exhibit A Contractors List
- 3. ECSI Security and Prox Card Proposal
- 4. CIC Cable Install Proposal
- 5. CIC Cell Signal Booster Install Proposal
- 6. Innovative Office Solutions Furniture Proposal
- 7. Braun Intertec Proposal

Financial Impact: \$29,770,377 **Budgeted:** Yes **Source:** Utility Franchise Fees/Bond Proceeds
Envision Lakeville Community Values: Good Value for Public Service
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 Tuesday, April 28, 2026, at 1:00 p.m. for the new Fire Station Two construction.

WHEREAS, Exhibit A attached hereto lists the lowest responsible bidder for each portion of the construction of the new fire station building; 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 18th day of May 2026.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



May 15, 2026

Allyn Kuennen
Assistant City Administrator
City of Lakeville

Re: City of Lakeville Fire Station 2

Dear Allyn Kuennen,

RJM Construction is pleased to present an estimate for the City of Lakeville Fire Station project located in Lakeville, MN. Together with the City of Lakeville and CNH Architect, we can work as a team to deliver the project goals of cost, schedule and quality. Our estimate is based upon drawings dated March 31, 2026 & three addendums.

Total Project Estimate: \$29,770,377

ALTERNATES:

No. 1A:	Add Snow Melt System Labor from manifold through the snowmelt systems where indicated on drawings.	Included	\$48,063
No. 1B:	Add snow melt system material from manifold through the snowmelt systems where indicated on drawings	Included	\$66,288
No. 2A:	Add infloor heat system Labor	Included	\$144,543
No. 2B:	Add infloor heat system material	Included	\$113,458

CLARIFICATIONS:

- No. 1: This estimate assumes that all work will be done during regular business hours.
- No. 2: We do not include removing, storing or re-installing any systems furniture.
- No. 3: Phone, data and security are all excluded.
- No. 4: Architectural and engineering fees are not included.
- No. 5: Our estimate does not include any SAC and WAC fees.

Thank you for the opportunity to provide this estimate. Our team is experienced and competent in your market; this applied knowledge will assist the team in obtaining the best possible project value. Please feel free to contact RJM if you have any questions or need additional information.

Sincerely,

Isaac Lindberg
Estimator III

ESTIMATE DATE:	May 15, 2026
PROJECT:	City of Lakeville Fire Station 2
ARCHITECT:	CNH Architects
DRAWING DATE:	March 31, 2026

DESCRIPTION	Sub Contractors	Final Estimate	\$/sf 49,475
Construction Costs			
1A - Survey	EVS	\$34,572	\$0.00
1B - Final Cleaning	Global Construction	\$26,500	\$0.54
Construction Dumpsters & Daily Cleaning	RJM	\$166,942	\$3.37
3A Concrete, 4A Masonry, 32B Site - Combined	Northland	\$5,127,290	\$103.63
3C - Precast Plank	Molin	\$121,880	\$2.46
3B - Polished, Stained, Sealed Concrete	QC	\$179,340	\$3.62
5A & 5B - Structural Steel & Erection Combined	River City	\$1,738,000	\$35.13
6A - Building Works	Tekton	\$534,000	\$10.79
6B - Casework Materials	Willmar	\$387,600	\$7.83
7A - Waterproofing & Weather Barrier	Henkemeyer	\$149,954	\$3.03
7B - Metal Panels	Atomic	\$773,000	\$15.62
7C - Roofing	Peterson	\$998,500	\$20.18
7D - Joint Sealants	Carfiofini	\$81,560	\$1.65
8A - Doors, Frames, & Hardware	Wheeler	\$374,574	\$7.57
8B - Folding & Sectional Doors	Yale	\$792,654	\$16.02
8C - Aluminum Framing & Glazing	Envision	\$461,200	\$9.32
9A - Metal Stud Framing & Gyp Assemblies	RTL	\$934,964	\$18.90
9B - Tile	WTG	\$299,000	\$6.04
9C - ACT	Twin City Acoustics	\$168,000	\$3.40
9D - Carpet & Resilient Flooring	Sonus	\$221,000	\$4.47
9E - Painting	Prindle	\$316,150	\$6.39
10A - Lockers	H2I	\$25,500	\$0.52
10B - Specialty Materials	Bartley	\$73,701	\$1.49
10C Overhead Crane	AERO	\$28,291	\$0.57
10D - Flagpoles	Morgan-Francis	\$2,820	\$0.06
10E - Signage	Albrecht	\$168,450	\$3.40
10F - Fire Pole	McINTIRE BRASS	\$20,850	\$0.42
11A - Stainless Steel Countertops	Cosney	\$75,398	\$1.52
12A - Window Treatments	Sonus	\$57,500	\$1.16
14A - Elevator	Otis	\$178,780	\$3.61
21A - Fire Suppression System	Frontier	\$242,600	\$4.90
22A - Plumbing	Gr Mech	\$1,812,000	\$36.62
23A - HVAC system & Building Automation	Davis	\$2,764,000	\$55.87
26A - Electrical	NEI	\$2,836,179	\$57.33
27A - Audio/Visual	Audio Video Electronics	\$471,425	\$9.53
Temporary Barriers & Enclosures	RJM	\$356,838	\$7.21
31A - Earthwork	Quad E	\$740,000	\$14.96
32A - Asphalt Paving	Pine Bend	\$204,545	\$4.13
32C - Landscaping	Great Northern	\$290,416	\$5.87
33A - Utilities	T.Scherber	\$641,680	\$12.97

General Conditions	RJM	\$941,883	\$19.04
General Requirements	RJM	\$159,538	\$3.22
Preconstruction Fee	RJM	\$40,000	\$0.81
General Liability Insurance	RJM	\$251,423	\$5.08
Builders Risk Insurance	LMC	\$46,810	\$0.95
RJM Gap Builders Risk Coverage	RJM	\$15,000	\$0.30
Building Permit	City of Lakeville	\$20,000	\$0.40
Bond	RJM	\$21,267	\$0.43
Subtotal Construction Costs		\$26,373,574	\$0.00
Escalation		\$0	\$0.00
Design Contingency		\$0	\$0.00
Construction Contingency		\$1,217,443	\$24.61
Contractor's Fee		\$344,888	\$6.97
Total Construction Estimate		\$27,935,905	\$564.65

Owner Costs			
SAC/WAC		\$175,000	\$3.54
Building Envelope Commissioning	Braun	\$23,272	\$0.47
Storm Shelter Commissioning	Braun	\$10,400	\$0.21
HVAC Commissioning		\$30,000	\$0.61
Special Inspections	Braun	\$81,701	\$1.65
Low Voltage Cabling	CIC	\$83,100	\$1.68
Fiber Utility	LOGIS	\$25,000	\$0.51
Cell Signal Booster	CIC	\$52,000	\$1.05
Security Systems	ECSI	\$276,259	\$5.58
Station Alerting System		\$350,167	\$7.08
Plymovent		\$100,000	\$2.02
Owner FF&E		\$325,000	\$6.57
GearGrid		\$72,000	\$1.46
Owner Furniture	Innovative	\$220,573	\$4.46
Owner Artwork & Signage		\$10,000	\$0.20
Subtotal Owner Costs		\$1,834,472	\$37.08
Design Fees			
Design Fees		\$0	\$0.00
Commissioning Fees		\$0	\$0.00
Subtotal Design Fees		\$0	\$0.00
Contingency			
Design Contingency		\$0	\$0.00
Owner Contingency		\$0	\$0.00
Subtotal Contingency		\$0	\$0.00
Total Project Estimate		\$29,770,377	\$601.73



1000 Blue Gentian Rd. Suite 300
Eagan, MN 55121
651-735-7470

April 22, 2026

Mr. Trevor Stewart

RE: Lakeville Fire Station – Security

For your consideration, ECSI is pleased to provide you with this proposal for the work associated with the above-mentioned project. This proposal is inclusive of all material and labor to ensure complete installation in accordance with the scope listed below.

Genetec Access Control:

ECSI will include all the following equipment and labor associated:

- (3) 16 Reader Life Safety Power Enclosures
- (3) Genetec 1502 Boards
- (14) Genetec 52 Boards
- (33) HID Signo Card Readers
- (15) Overhead Door Contacts
- (15) Door Contacts
- (9) REX Motions
- (1) Stentofon IP Video Intercom
- (1) Stentofon IP Video Intercom Master Station
- (33) Genetec Card Reader Licenses
- (1) Genetec Intercom Licenses
- Cabling, Installation and Programming Setup

Total System Amount:	\$186,580.00
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CCTV Project (Base Building)

ECSI will include all the following equipment and labor associated:

- (2) Hanwha Dual Head Cameras
- (12) Hanwha Multi-Sensor 360 Cameras
- (1) Hanwha Fisheye 360 Cameras
- (3) Hanwha Interior Dome Cameras
- Camera Mounts
- (18) Genetec Licenses
- Surge Protectors for All Exterior Cameras
- Installation and Programming Setup

Total System Amount:	\$89,679.00
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Clarifications & Exclusions

- Work to be performed during normal business hours.
- AC power (if needed) to be provided by others.
- All Cat6 Cabling to be provided and installed by others.
- No patch cords included.
- Building Penetrations to be provided by others.
- Rough In provided by others.
- Electrified lock hardware provided and installed by others. (ECSI can provide this service if asked)
- All conduit to be installed by others.

Warranty: All equipment provided by ECSI is warranted (Parts and Labor) for 1 year.

Terms: Our proposal is valid for 60 days.

Thank you for the opportunity to provide you with this quotation. If you should have any questions or require further information, please contact me at your convenience.

Sincerely,

Matt Heise, ECSI
Sr. Business Development
Cell – 612-209-6362

Approved By:

Luke M. Hellier, Mayor, City of Lakeville Date

Ann Orlofsky, City Clerk, City of Lakeville Date



Commercial Infrastructure Cabling, Inc.
 3151 131ST AVENUE NW
 COON RAPIDS, MN 55448
 763.242.4721

Estimate

ADDRESS
Trevor Stewart City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044

SHIP TO
Lakeville Fire Department

ESTIMATE #	DATE
10751	05/11/2026

DESCRIPTION	QTY	RATE	AMOUNT
Lakeville Fire Department Network Cabling System Installation. (2) 2 post data racks (150) Category 6 (50) Category 6A 6 Strand Single-mode Fiber from MDF to both IDFs. .			
Installation Labor	1	43,200.00	43,200.00
LIFT RENTAL	1	2,000.00	2,000.00
Superior Essex Category 6A Plenum	10,000	0.95	9,500.00
Superior Essex Category 6 Plenum	30,000	0.39	11,700.00
Leviton 48 Port Snap-in Patch Panel	5	69.60	348.00
Leviton Category 6 Jacks	300	9.79	2,937.00
Leviton Category 6A Jack	100	15.95	1,595.00
Leviton QuickPort Wallplate Single Gang 2 Port Stainless Steel	100	9.96	996.00
Corning 6F OS2 Indoor Armored OFCP	550	1.89	1,039.50
Leviton Rack Mount Fiber Enclosure.	3	374.59	1,123.77
Leviton SM 12F LC Adapter Panel	4	125.85	503.40
Corning Unicam LC SM OS2 Connector	24	27.40	657.60
Miscellaneous parts/Pathway	1	7,500.00	7,500.00

Thank you and have a great day!

TOTAL

\$83,100.27

Approved By:

 Luke M. Hellier, Mayor
 City of Lakeville

 Date

 Ann Orlofsky, City Clerk
 City of Lakeville

 Date



Commercial Infrastructure Cabling, Inc.
 3151 131ST AVENUE NW
 COON RAPIDS, MN 55448
 763.242.4721

Estimate

ADDRESS
Trevor Stewart City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044

SHIP TO
Lakeville Fire Department

ESTIMATE #	DATE
10752	05/12/2026

DESCRIPTION	QTY	RATE	AMOUNT
Install Wilson Enterprise 4300 DAS System. 16 internal antennas, and 3 external antennas.			
Installation Labor	1	12,600.00	12,600.00
Installation Materials	1	40,000.00	40,000.00
Prices are good for 60 days.			

Thank you and have a great day!

TOTAL

\$52,600.00

Approved By:

 Luke M. Hellier, Mayor
 City of Lakeville

 Date

 Ann Orlofsky, City Clerk
 City of Lakeville

 Date



952.808.9900 | 866.574.5389
 INNOVATIVEOS.COM

SALES PERSON Josh Amann
 651-419-8705
 Josh.Amann@innovativeos.com

FURNITURE PROPOSAL

DATE 05/13/2026
 CUSTOMER NAME CITY OF LAKEVILLE
 CUSTOMER NUMBER S21227
 CUSTOMER PO
 ORDER NAME New Fire Station - Lakeville
 ORDER NUMBER 238636
 PROJECT NUMBER
 TERMS NET15

BILL TO
 CITY OF LAKEVILLE
 20195 HOLYOKE AVE
 LAKEVILLE, MN 55044-8339

ATTN: Accounts Payable-DeAnn
 Email: accountspayable@lakevillemn.gov

SHIP TO
 CITY OF LAKEVILLE
 20195 HOLYOKE AVE
 LAKEVILLE, MN 55044-8339

ATTN: Accounts Payable-DeAnn
 Email: accountspayable@lakevillemn.gov

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Admin		1.0	8,058.98	8,058.98
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	NETTA-36--BLK Mesh Wire Management Channel,36W BLK:Black	2.00 Each	84.60	169.20
2	ARIASM34--WH-FS150 Aria 3'H x 4'W Magnetic Low Profile 1/4"Tempered Glassboard - Horizontal - 4 Rare Earth Magnets, 4 Markers and Eraser WH:White FS150:Orders under 4,500.00 NET = FOB Factory	2.00 Each	499.95	999.90
3	HIWMM--.Y2-.A-.S-.IM-\$(1)--.SNBLE-15-.BL-.SB-.T Ignition 2 Task Mid-back .Y2:Advanced Synchro-Tilt SeatSldr .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black	2.00 Each	409.66	819.32
4	BLGC---Mica-60 Rectangular Grommet -Mica:Mica Colors 60:Platinum (Satin)	2.00 Each	11.70	23.40
5	BASML5410--S--SrcLam-8S Suspended Modesty Panel - Solid, 54"w x 10"h S:Standard Solid Top ("D", "M" & "X") -SrcLam:Source Laminate 8S:Essential Oak	2.00 Each	63.18	126.36
6	BMRWC3054C--E-W--A-7S-6-9H-8S Cross Grain Rectangular Worksurface, 30"d x 54"w, Centered Grommet (1-3/16") E:Semi-Supported Leg (Not Included) W:Frame Leg (Not Included) -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak 8S:Essential Oak	1.00 Each	283.92	283.92
7	BMRWC3054C--W-E--A-7S-6-9H-8S Cross Grain Rectangular Worksurface, 30"d x 54"w, Centered Grommet (1-3/16") W:Frame Leg (Not Included) E:Semi-Supported Leg (Not Included) -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak 8S:Essential Oak	1.00 Each	283.92	283.92
8	BSCWSS242466BL---SrcLam-8S--Source-8S-9--Mica-60-K Half Wardr. Unit w Draw.-Solid Doors-Touch_Doors/Pulls_Draw., 24"d x 24"w x 66"h, B/B/F, Door_Left -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak 9:Rectangular	1.00 Each	1,046.76	1,046.76



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SALES PERSON

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FURNITURE PROPOSAL

DATE 05/13/2026
 CUSTOMER NAME CITY OF LAKEVILLE
 CUSTOMER NUMBER S21227
 CUSTOMER PO
 ORDER NAME New Fire Station - Lakeville
 ORDER NUMBER 238636
 PROJECT NUMBER
 TERMS NET15

-Mica:Mica Colors
60:Platinum (Satin)
K:Key Alike

9	BSCWSS242466BR---SrcLam-8S--Source-8S-9--Mica-60-K Half Wardr. Unit w Draw.-Solid Doors-Touch_Doors/Pulls_Draw., 24"d x 24"w x 66"h, B/B/F, Door_Right -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak 9:Rectangular -Mica:Mica Colors 60:Platinum (Satin) K:Key Alike	1.00 Each	1,046.76	1,046.76
10	BSPMSP3028B---SrcLam-8S--Source-8S-9--Mica-60-K Mobile Pedestal - Pulls, 30"d x 28"h, Box/Box/File -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak 9:Rectangular -Mica:Mica Colors 60:Platinum (Satin) K:Key Alike	2.00 Each	477.75	955.50
11	BWWOS30---Mica-60 Frame Leg - Open, 29"h, 30"d -Mica:Mica Colors 60:Platinum (Satin)	2.00 Each	198.51	397.02
12	SOKL04 Set of Keys Alike, 4 Sets of Cores	2.00 Each	0.00	0.00
13	RAVGL20---S-8S Semi-supported Leg - Solid, 20"d, Laminate -S:Source Laminate 8S:Essential Oak	2.00 Each	108.81	217.62
14	YSRB9E2970NRC---A-7S-8-9H-60-D-N-N hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec, 29"d x 70"w, No Screen Frame, Rect CO, Center -A:Foundation Laminate 7S:Essential Oak 8:Flat Trim 9H:Essential Oak 60:Platinum D:Display with Up/Down Memory N:None N:None	2.00 Each	844.65	1,689.30

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Breakout 113		1.0	10,138.20	10,138.20
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
15	HIWMM--.Y1-.F-.S-.IM-\$(1)-.SNBLE-15-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .F:Fixed .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black	14.00 Each	379.36	5,311.04
16	BCMCRP60216SLS---A-7S-6-9H--S-8S--Mica-60 Rect. Conf. Table - Panel Bases, 60"d x 216"w, Straight, Linear Power Module - Standard 18"(1-3/16") -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -S:Source Laminate	1.00 Each	2,373.54	2,373.54



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SALES PERSON

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FURNITURE PROPOSAL

DATE 05/13/2026
 CUSTOMER NAME CITY OF LAKEVILLE
 CUSTOMER NUMBER S21227
 CUSTOMER PO
 ORDER NAME New Fire Station - Lakeville
 ORDER NUMBER 238636
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8S:Essential Oak
 -Mica:Mica Colors
 60:Platinum (Satin)

17	BLCT12 Cable Tray, 12"w	2.00 Each	8.97	17.94
18	BLELPS0442P072---Mica-60--Mica-60 Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 72"l -Mica:Mica Colors for BLELP 60:Platinum (Satin) -Mica:Mica Colors for BLELP 60:Platinum (Satin)	3.00 Each	330.72	992.16
19	BLWACFF--G Wrap Around Cable Manager, Fixed-Height, 38"l G:Grey	1.00 Each	67.08	67.08
20	YEPS Compact Power Bar	1.00 Each	110.11	110.11
21	MXCENS207236N---S-8S--SrcLam-8S--Mica-60-9--Mica-60-R Elevated Credenza - Square Foot, 20"d x 72"w x 36"h, No Pull-Out Bin -S:Source Laminate 8S:Essential Oak -SrcLam:Source Laminate 8S:Essential Oak -Mica:Mica 60:Platinum (Satin) 9:Rectangular -Mica:Mica 60:Platinum (Satin) R:Key Random	1.00 Each	1,266.33	1,266.33

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Classroom 109		1.0	36,652.00	36,652.00

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
22	HIGS6--.F-.S-.IM-\$(1)-.SNBLE-15-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .T:Black	56.00 Each	272.30	15,248.80
23	XTFTSMC2472SNN--L--L-7S-6-9H--Found-52-B Flip-Top Table - Slender Legs, C-Leg, 24"d x 72"w, Std, No Cut-Out (1-3/16") L:Laminate - One Side -L:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -Found:Foundation Colors 52:Ebony (Satin) B:Black	28.00 Each	764.40	21,403.20

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Conference 117		1.0	8,871.87	8,871.87

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
24	HIWMM--.Y1-.F-.S-.IM-\$(1)-.SNBLE-15-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .F:Fixed .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .BL:Black Adjustable Lumbar	14.00 Each	379.36	5,311.04



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FURNITURE PROPOSAL

DATE 05/13/2026
 CUSTOMER NAME CITY OF LAKEVILLE
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 PROJECT NUMBER
 TERMS NET15

.SB:Standard Base
 .T:Black

25	BCMCRP60216SLS---A-7S-6-9H--S-8S--Mica-60 Rect. Conf. Table - Panel Bases, 60"d x 216"w, Straight, Linear Power Module - Standard 18"(1-3/16") -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -S:Source Laminate 8S:Essential Oak -Mica:Mica Colors 60:Platinum (Satin)	1.00 Each	2,373.54	2,373.54
26	BLCT12 Cable Tray, 12"w	2.00 Each	8.97	17.94
27	BLELPS0442P072---Mica-60--Mica-60 Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug- In, 72" -Mica:Mica Colors for BLELP 60:Platinum (Satin) -Mica:Mica Colors for BLELP 60:Platinum (Satin)	3.00 Each	330.72	992.16
28	BLWACFF--G Wrap Around Cable Manager, Fixed-Height, 38" G:Grey	1.00 Each	67.08	67.08
29	YEPS Compact Power Bar	1.00 Each	110.11	110.11

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Dayroom 202		1.0	5,923.88	5,923.88

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
30	HFLSC1--.TR-\$(1)--.SNBLE-15-.PR8 Flock Square Lounge Chair .TR:Tapered Rd PR8 or P7A FRM \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .PR8:Silver Texture	2.00 Each	1,075.45	2,150.90
31	HFSS74L--\$(3)--.PRKR-13-.T1 Flock Stool 4-Leg \$(3):Grade 3 Uph .PRKR:Parker 13:Grenadine .T1:Platinum Metallic	6.00 Each	551.06	3,306.36
32	HFTLD26--.N-.0-\$(L1STD)-.S-.TR-\$(P2)-.PR8 Flock 26 Cylinder Table Laminate .N:No Grommet .0:No Ports \$(L1STD):Grd L1 Standard Laminates .S:Charcoal .TR:Tapered Round Leg \$(P2):P2 Paint Opts .PR8:Silver Texture	1.00 Each	466.62	466.62

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Dining 203		1.0	5,531.32	5,531.32

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
33	HIGS6--.F-.S-.IM-\$(1)-.SNBLE-15-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .T:Black	14.00 Each	272.30	3,812.20
34	BCMCRP48168SNN---A-7S-6-9H--S-8S--Mica-60	1.00	1,719.12	1,719.12



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SALES PERSON

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Rect. Conf. Table - Panel Bases, 48"d x 168"w, Straight, No Cut-Out (1-3/16")
-A:Foundation Laminate
7S:Essential Oak
6:Straight Trim (3mm)
9H:Essential Oak
-S:Source Laminate
8S:Essential Oak
-Mica:Mica Colors
60:Platinum (Satin)

FURNITURE PROPOSAL

DATE 05/13/2026
CUSTOMER NAME CITY OF LAKEVILLE
CUSTOMER NUMBER S21227
CUSTOMER PO
ORDER NAME New Fire Station - Lakeville
ORDER NUMBER 238636
PROJECT NUMBER
TERMS NET15

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Dispatch 134		1.0	19,750.54	19,750.54
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
35	EDGE-SLV--SLV Edge Series Single Monitor Arm, Silver SLV:Silver	8.00 Each	219.15	1,753.20
36	NETTA-36--BLK Mesh Wire Management Channel,36W BLK:Black	8.00 Each	84.60	676.80
37	HIWMM--.Y2-.A-.S-.IM-\$(1)-.SNBLE-15-.BL-.SB-.T Ignition 2 Task Mid-back .Y2:Advanced Synchro-Tilt SeatSldr .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black	18.00 Each	409.66	7,373.88
38	BCMRP48132RNN---A-7S-6-9H--S-8S--Mica-60 Rect. Conf. Table - Panel Bases, 48"d x 132"w, Radius, No Cut-Out (1-3/16") -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -S:Source Laminate 8S:Essential Oak -Mica:Mica Colors 60:Platinum (Satin)	1.00 Each	1,340.82	1,340.82
39	BLCT12 Cable Tray, 12"w	1.00 Each	8.97	8.97
40	BLELPS0442P072---Mica-60--Mica-60 Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 72"l -Mica:Mica Colors for BLELP 60:Platinum (Satin) -Mica:Mica Colors for BLELP 60:Platinum (Satin)	2.00 Each	330.72	661.44
41	BLWACFF--G Wrap Around Cable Manager, Fixed-Height, 38"l G:Grey	1.00 Each	67.08	67.08
42	YEPS Compact Power Bar	1.00 Each	110.11	110.11
43	WBX92346NNN---A-7S-8-9H-60 Rect HA WS w/Conn Kit for hiSpace QuickConnect,Extd Elec, 23"dx46"w,No Screen Frm,No CO -A:Foundation Laminate 7S:Essential Oak 8:Flat Trim 9H:Essential Oak 60:Platinum	8.00 Each	195.06	1,560.48
44	YSX92346N--60-D-1-N--C-7 hiSpace QuickConnect HA Freestanding Table Mech,Extd Elec(22.6"-48"7),23"dx46"w,No Scrn Frm Prov	8.00 Each	774.72	6,197.76



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SALES PERSON

Josh Amann
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60:Platinum
 D:Display with Up/Down Memory
 1:Cable Organizer with Felt Cover
 N:None
 -C:With Vertical Wire Carrier
 7:Platinum Coordinate

FURNITURE PROPOSAL

DATE 05/13/2026
 CUSTOMER NAME CITY OF LAKEVILLE
 CUSTOMER NUMBER S21227
 CUSTOMER PO
 ORDER NAME New Fire Station - Lakeville
 ORDER NUMBER 238636
 PROJECT NUMBER
 TERMS NET15

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Dorms-2nd Floor		1.0	13,814.60	13,814.60

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
45	HIGS6--.F-.S-.IM-\$(1)-.SNBLE-15-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .T:Black	10.00 Each	272.30	2,723.00
46	BMRWL2448N--W-W--A-7S-6-9H Rectangular Worksurface, 24"d x 48"w, No Grommet (1-3/16") W:Frame Leg (Not Included) W:Frame Leg (Not Included) -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak	10.00 Each	202.41	2,024.10
47	BSPMSP2228B---SrcLam-8S--Source-8S-9--Mica-60-R Mobile Pedestal - Pulls, 22"d x 28"h, Box/Box/File -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak 9:Rectangular -Mica:Mica Colors 60:Platinum (Satin) R:Key Random	10.00 Each	416.91	4,169.10
48	BMSTR2215---F-7S-6-9H Top for Solid Storage, 22"d x 15"w (1-3/16") -F:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak	10.00 Each	106.08	1,060.80
49	BWWS24---Mica-60 Frame Leg - Open, 29"h, 24"d -Mica:Mica Colors 60:Platinum (Satin)	20.00 Each	191.88	3,837.60

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Kitchen 204		1.0	2,204.24	2,204.24

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
50	HFSS74L--\$(3)-.PRKR-13-.T1 Flock Stool 4-Leg \$(3):Grade 3 Uph .PRKR:Parker 13:Grenadine .T1:Platinum Metallic	4.00 Each	551.06	2,204.24

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Kitchen/ Collab 127		1.0	4,408.48	4,408.48

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	HFSS74L--\$(3)-.PRKR-13-.T1 Flock Stool 4-Leg \$(3):Grade 3 Uph .PRKR:Parker	8.00 Each	551.06	4,408.48



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13:Grenadine
.T1:Platinum Metallic

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GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Lobby 102		1.0	3,922.02	3,922.02

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	HASB2--\$(1)-.SNBLE-15-.PM-P8V Astir Two Seat Bench \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .PM:Post Metal P8V:Textured Titanium	3.00 Each	1,307.34	3,922.02

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Lower Level Patio		1.0	3,634.54	3,634.54

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
53	922-1P1-011 Premier Polysteel 4' Champion Perforated Metal Freestanding Square w/back rests picnic table Finish: RED	2.00 Each	1,817.27	3,634.54

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Private Offices		1.0	54,403.31	54,403.31

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
57	EDGE2-MS--SLV Edge Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders (for monitors between 4.4 - 15.4 lbs) SLV:Silver	9.00 Each	412.20	3,709.80

58	NETTA-36--BLK Mesh Wire Management Channel,36W BLK:Black	9.00 Each	84.60	761.40
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59	ARIASM34--WH-FS150 Aria 3'H x 4'W Magnetic Low Profile 1/4"Tempered Glassboard - Horizontal - 4 Rare Earth Magnets, 4 Markers and Eraser WH:White FS150:Orders under 4,500.00 NET = FOB Factory	9.00 Each	499.95	4,499.55
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60	HIGS6--.F-.S-.IM-\$(1)-.SNBLE-15-.T Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .T:Black	22.00 Each	272.30	5,990.60
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61	HIWMM--.Y2-.A-.S-.IM-\$(1)-.SNBLE-15-.BL-.SB-.T Ignition 2 Task Mid-back .Y2:Advanced Synchro-Tilt SeatSlidr .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .SNBLE:Noble Seating 15:Gunmetal .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black	9.00 Each	409.66	3,686.94
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62	RAVGL18---S-8S Semi-supported Leg - Solid, 18"d, Laminate -S:Source Laminate 8S:Essential Oak	18.00 Each	98.28	1,769.04
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63	BASML6710--S--SrcLam-8S Suspended Modesty Panel - Solid, 67"w x 10"h S:Standard Solid Top ("D", "M" & "X") ~SrcLam:Source Laminate	9.00 Each	81.51	733.59
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FURNITURE PROPOSAL

DATE 05/13/2026
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	8S:Essential Oak			
64	BCMMOSB36NN---A-7S-6-9H--Mica-60 Round Meeting Table - Blade Star Base, 36"dia, No Cut-Out (1-3/16") -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -Mica:Mica Colors 60:Platinum (Satin)	1.00 Each	463.32	463.32
65	BHMF2976BI--E--D-D--A-7S-6-9H--S-8S--Mica-60--Mica-60 H-A. Desk - Bevel Bases, 29"d x 76"w, Both Ends - Rect., Int. Powerbar (1-3/16") E:Extended Range - 26" to 48" -D:Display with Up/Down Memory D:Display with Up/Down Memory -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak -S:Source Laminate 8S:Essential Oak -Mica:Mica Colors 60:Platinum (Satin) -Mica:Mica Colors 60:Platinum (Satin)	9.00 Each	1,969.89	17,729.01
66	BLGC---Mica-60 Rectangular Grommet -Mica:Mica Colors 60:Platinum (Satin)	27.00 Each	11.70	315.90
67	BMRF52478---A-7S-6-9H-8S--Mica-60 Rectangular Desk - Full Gables, Flush 1/2 Modesty, 24"d x 78"w (1-3/16") -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak 8S:Essential Oak -Mica:Mica Colors 60:Platinum (Satin)	9.00 Each	514.41	4,629.69
68	BMRWC2454C--F-E--A-7S-6-9H-8S Cross Grain Rectangular Worksurface, 24"d x 54"w, Centered Grommet (1-3/16") F:Flush Plate E:Semi-Supported Leg (Not Included) -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak 8S:Essential Oak	4.00 Each	228.54	914.16
69	BMRWC2454C--E-F--A-7S-6-9H-8S Cross Grain Rectangular Worksurface, 24"d x 54"w, Centered Grommet (1-3/16") E:Semi-Supported Leg (Not Included) F:Flush Plate -A:Foundation Laminate 7S:Essential Oak 6:Straight Trim (3mm) 9H:Essential Oak 8S:Essential Oak	5.00 Each	228.54	1,142.70
70	BASML5410--S--SrcLam-8S Suspended Modesty Panel - Solid, 54"w x 10"h S:Standard Solid Top ("D", "M" & "X") -SrcLam:Source Laminate 8S:Essential Oak	9.00 Each	63.18	568.62
71	BSPSS2228B---SrcLam-8S--Source-8S-9--Mica-60-K Pedestal - Pulls, 22"d x 28"h, Box/Box/File -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak	9.00 Each	416.91	3,752.19



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9:Rectangular
 -Mica:Mica Colors
 60:Platinum (Satin)
 K:Key Alike

72	BSPSSP2228F---SrcLam-8S--Source-8S-9--Mica-60-K Pedestal - Pulls, 22"d x 28"h, File/File -SrcLam:Source Laminate 8S:Essential Oak -Source:Source Laminate 8S:Essential Oak 9:Rectangular -Mica:Mica Colors 60:Platinum (Satin) K:Key Alike	9.00 Each	393.12	3,538.08
73	UNRFS Structural Flush Plate	9.00 Each	22.08	198.72
74	SOKL02 Set of Keys Alike, 2 Sets of Cores	9.00 Each	0.00	0.00

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Services		1.0	30,434.00	30,434.00

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
75	FURNFREIGHT Freight is estimated only! Due to freight volatility freight estimates are subject to change throughout the duration of the project.Q#2600	1.00 Each	431.00	431.00
76	FURNFREIGHT Freight is estimated only! Due to freight volatility freight estimates are subject to change throughout the duration of the project.	1.00 Each	242.00	242.00
77	FURNSURCHARGE Mfg. Surcharge	1.00 Each	2,355.00	2,355.00
78	FURNINSTALL Furniture Installation Q#14151	1.00 Each	20,606.00	20,606.00
79	FURNDESIGN Design and PM charges	1.00 Each	6,800.00	6,800.00

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Upstairs Patio		1.0	12,824.90	12,824.90

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
54	HZC GA A: 22-1/4" Horizon Dining-Height Stationary Chair - Grayed Ash, Assembled	16.00 Each	438.90	7,022.40
55	SPT44 GA A: 44" Square Framed Edge Dining-Height Table - Grayed Ash, Assembled, With Umbrella Hole	4.00 Each	1,208.90	4,835.60
56	TREC GA A: 33 Gallon Trash Receptacle - Grayed Ash (Trash Can Included)	1.00 Each	966.90	966.90

Remit to address for deposits:
 Innovative office Solutions LLC
 Lockbox #131434 PO Box 1414
 Minneapolis, MN 55480-1414

SUBTOTAL \$220,572.88

TOTAL \$220,572.88

REQUIRED DEPOSIT 50.00% \$110,286.44

Proposal Valid For 14 Days

Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

Contract Information:
 Hon Omnia R240117 C023
 Ghent TIPS Contract #250802
 Teknion Omnia SQ433690.016
 ESI/Fellowes Omnia R221001



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TERMS NET15

THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of \$10,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000.

PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

CHANGES

Once we receive the signed proposal on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

PROJECT DELAYS AND STORAGE FEES

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location. After the 30 days we will continue to store your product add any additional storage fees on a monthly basis to your order prior to the final invoice.

DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the chances of damage to any of the items. We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours of delivery to ensure that appropriate claims can be filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place. We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.



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CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

ECONOMIC/POLITICAL FORCE MAJEURE

In the event of a major political or economic upheaval arising from events beyond the reasonable control of the Company or its Suppliers-such as government-mandated tariff actions, import restrictions, regulatory measures, or other legislative actions that restrict or adversely affect the Company's ability to sell contracted products at the previously agreed upon price-the Company reserves the right to adjust its prices. Notice of any such price adjustment will be provided at least 72 hours prior to the effective date. For the purposes of this clause, a "major political or economic upheaval" is defined as any event or series of events that results in an increase in acquisition costs of 5.5% or more. In such cases, the Company shall furnish supporting documentation identifying the specific cost impacts that necessitate the adjustment.

GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

ARBITRATION

We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a "Relationships Matter" belief system, and every project matters to us. We are thankful for the opportunity to partner together, and we look forward to serving you!

YOUR SIGNATURE BELOW, ACKNOWLEDGES THAT YOU HAVE REVIEWED THE PROPOSAL AND ACCEPT THE TERMS AND CONDITIONS

Signature: _____ Name: _____ Title: _____ Date: _____

Luke M. Hellier

Mayor

Signature: _____ Name: _____ Title: _____ Date: _____

Ann Orlofsky

City Clerk

May 14, 2026

Revised Proposal 10004770_001

City of Lakeville

c/o Isaac Lindberg
RJM Construction
830 Boone Avenue North
Golden Valley, MN 55427

Re: Revised Proposal for Special Inspection and Testing Services
Lakeville Fire Station
Intersection of Dodd Boulevard and Granby Lane
Lakeville, Minnesota

Dear Mr. Lindberg:

Braun Intertec Corporation (Braun Intertec) submits this revised proposal to provide special inspections and testing services for the new Lakeville Fire Station project that will be located in Lakeville, Minnesota.

We have completed the geotechnical evaluation for this project site, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of the Project

We understand this project will include the construction of a new fire station that will be located southeast of the intersection of Dodd Boulevard and Granby Lane in Lakeville, Minnesota. We understand that the fire station structure will have one to two above grade levels and no basement level. Following soil corrections to remove existing fill soils and other unsuitable soils from below the proposed structure and its oversize areas, the structure will be supported on cast in place concrete footings and foundation stem walls bearing on the corrected subgrade. The above grade portions of the structure will generally consist of CMU walls. The structure will also include a grade supported, reinforced, cast in place concrete slab with a steel framed slab on metal deck roof. In addition to the structure, the project will also include both bituminous and concrete paving for at-grade parking/driving lanes, associated below-grade utilities, and a stormwater management pond.

Available Information

This proposal was prepared using the following documents and information.

- Plan set and specifications, furnished by CNH Architects and dated March 31, 2026.



- Geotechnical Evaluation Report titled *Lakeville Fire Station*, furnished by Braun Intertec and dated March 24, 2026.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory



testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17 and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a qualified independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of 2 years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in 1 day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations, or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.



- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement, as requested.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and aggregate base layer to determine if the materials tested are capable of supporting bituminous and concrete pavement.
- Core the compacted bituminous pavement to obtain samples for thickness and density measurements.
- Perform extraction and extracted aggregate gradation tests on bituminous samples.



Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
 - The most current drawing package.
 - The firestop specifications section – CSI – 078400.
 - The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in spring of 2026 and will be substantially complete by about summer of 2027.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The earthwork phase of the project will be substantially complete in 3 weeks. We have assumed that periodic earthwork observation and testing will be required.
- Concrete placements for the structure will be observed throughout the duration by our technician as required by the IBC and project documents.



- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s) to discuss firestopping scope.
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation of firestopping.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed five trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report will be provided when firestopping is completed.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$81,701**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our



services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 952.995.2241 (rjett@braunintertec.com) or Joe Westphal at 952.995.2238 (jwestphal@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Richard S. Jett, PE
Senior Engineer

Joe Westphal, PE
Director, Senior Engineer

Attachments:

Fee Estimate – 10004770_001
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

	Qty/Hours	Rate	Amount
<i>Exterior Flatwork / Curb and Gutter</i> <i>6 Sets @ 5 Qty</i>	<i>30.00</i>		
Subtask 1.1.3: Masonry Observations and Testing			\$16,718.00
Masonry Testing - Masonry Testing	92.00	125.00	\$11,500.00
Masonry Sample Pick up - Masonry Sample Pickup	2.00	102.00	\$204.00
Trip Charge	23.00	50.00	\$1,150.00
Masonry Grout Compressive strength ASTM C 1019 each	12.00	84.00	\$1,008.00
Masonry Hollow Prism Compressive strength ASTM C 1314	12.00	208.00	\$2,496.00
each			
Masonry Net area determination ASTM C140 each	12.00	30.00	\$360.00
Subtask 1.1.4: Structural Steel Observations			\$2,850.00
Special Inspector Steel - Structural Steel Observations	20.00	130.00	\$2,600.00
Trip Charge	5.00	50.00	\$250.00
Subtask 1.1.5: Project Management, Oversight, and Review			\$7,074.00
Project Assistant	10.00	102.00	\$1,020.00
Project Control Specialist II	5.00	150.00	\$750.00
Project Engineer	20.00	198.00	\$3,960.00
Senior Engineer I	6.00	224.00	\$1,344.00
Subtask 1.1.6: Pavement Observations and Testing			\$4,886.00
Proofroll Observations - proof roll	12.00	130.00	\$1,560.00
Concrete/Bituminous/Masonry Coring - Pavement coring	4.00	260.00	\$1,040.00
Senior Engineer I	1.50	224.00	\$336.00
Trip Charge	4.00	50.00	\$200.00
Asphalt Content ASTM D6307 each	2.00	208.00	\$416.00
Asphalt Extracted Aggregate Gradation ASTM D5444 each	2.00	145.00	\$290.00
Asphalt Rice Specific Gravity ASTM D2041 each	2.00	106.00	\$212.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	8.00	30.00	\$240.00
Asphalt Thickness and Density of Core ASTM D3549 each	8.00	74.00	\$592.00
Subtask 1.1.7: DRI Testing			\$2,750.00
Double-ring Infiltrometer Cohesive ASTM D3385 Labor & Equip	2.00	1,300.00	\$2,600.00
Mobilization - DRI Mobilization	1.00	150.00	\$150.00
Task 1 Total:			\$74,564.00
Task 2: Firestopping Special Inspections			
Subtask 2.1: Firestopping Special Inspections			\$4,330.00
Firestopping Observations	30.00	136.00	\$4,080.00
<i>Firestopping Observations</i> <i>5 Trips @ 6 Hr</i>	<i>30.00</i>		
Trip Charge	5.00	50.00	\$250.00
Subtask 2.2: Firestopping Project Management and Reporting			\$2,807.00
Project Assistant	3.00	102.00	\$306.00
Project Control Specialist II	0.50	150.00	\$75.00
Project Manager - Firestopping Manager	12.00	198.00	\$2,376.00
Trip Charge	1.00	50.00	\$50.00
Task 2 Total:			\$7,137.00
Project Total			\$81,701.00

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



Date: 5/18/2026

Interstate South Logistics Park Fourth Addition preliminary plat and conditional use permit

Proposed Action

Staff recommends adoption of the following motion: 1) a resolution approving the Interstate South Logistics Park Fourth Addition preliminary plat, and 2) a conditional use permit to exceed 125% of the minimum parking requirement for Lot 2, Block 1 and adopt findings of fact.

Overview

Scannell Properties #496, LLC has submitted a preliminary plat application for two lots on 37.9 acres of land located south of 215th Street (CSAH 70), east of Jacquard Avenue, and north of 217th Street. The property is zoned I-1, Light Industrial District. A conditional use permit is required for Lot 2, Block 1 to construct parking spaces in excess of 125% of the minimum number required.

The Planning Commission held a public hearing at their May 7, 2026 meeting. There were no public comments and the Planning Commission unanimously recommended approval of the preliminary plat and conditional use permit.

Supporting Information

1. Preliminary Plat Resolution
2. Conditional Use Permit form + findings of fact
3. May 7, 2026 Planning Commission draft meeting minutes
4. April 28, 2026 Planning Report
5. Exhibits
6. April 30, 2026 Engineering report

<p>Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager</p>

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 26-____

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF INTERSTATE SOUTH
LOGISTICS PARK FOURTH ADDITION**

WHEREAS, Scannell Properties #496, LLC has requested preliminary plat approval of two industrial lots to be known as Interstate South Logistics Park Fourth Addition, legally described as shown on Exhibit A, and;

WHEREAS, the Planning Commission held a public hearing at its May 7, 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 Interstate South Logistics Park Fourth Addition preliminary plat is hereby approved subject to the following conditions:

1. The recommendations listed in the Engineering Division memorandum dated April 30, 2026.
2. The site and building shall be developed and constructed consistent with the site development plans approved by the City Council.
3. 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.
4. A lockbox issued by the Fire Department for emergency access is required for each gate on site.

ADOPTED by the Lakeville City Council this 18th day of May 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Taylor Snider, Deputy 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 18th 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

EXHIBIT A

Outlot A, Interstate South Logistics Park Third Addition

And

Outlot A, Interstate South Logistics Park

And

Outlot B, Interstate South Logistics Park

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Scannell Properties #496, LLC to allow parking stalls in excess of 125% of the minimum number required in the I-1, Light Industrial District.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 2, Block 1, Interstate South Logistics Park Fourth Addition
(as shown on the preliminary plat)
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The parking lot shall be constructed according to the approved plans.
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 within one year of the date of approval by the City Council for the Interstate South Logistics Park Fourth Addition final plat, unless an extension is approved by the Zoning Administrator.

DATED: May 18, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 18th day of **May 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION**

On May 7, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider a conditional use permit to exceed 125% of the minimum parking stalls required by the Zoning Ordinance as shown on Lot 2, Block 1, Interstate South Logistics Park Fourth Addition. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Land Use Plan, which guides the property for warehouse/light industrial uses.
2. The property is currently zoned I-1, Light Industrial District.
3. The legal description as shown on the preliminary plat is:

**Lot 2, Block 1, Interstate South Logistics Park Fourth Addition, Dakota County,
Minnesota**

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed additional parking spaces are to accommodate overlapping work shifts and on-site training that occurs as well as to accommodate a future building addition. The proposed use 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 compliance with the conditional use permit, the number of proposed parking spaces will be consistent with Zoning Ordinance requirements for the full buildout of the building.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed use is a permitted use in the I-1, Light Industrial District and the site is proposed to be developed in accordance with requirements 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 and 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/manufacturing/warehouse building is within the capabilities of all public streets serving the property. Dakota County Plat Commission has reviewed and approved the plat.

- 5. The planning report dated April 28, 2026 prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

The City Council approves the requested conditional use permit in the form attached hereto.

DATED: May 18, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Taylor Snider, Deputy City Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
May 7, 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 April 16, 2026 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated there were no announcements.

5a. Interstate South Logistics Park Fourth Addition

Chair Zimmer opened the public hearing to consider the application of Scannell Properties #496, LLC for a preliminary plat and conditional use permit for a two lot, one outlot subdivision to be known as Interstate South Logistics Park Fourth Addition.

Jake Kurth with Scannell Properties #496, LLC introduced the project.

Ms. Jenson stated the site is 37.9 acres in area, is located south of 215th Street (CSAH 70), east of Jacquard Avenue, and north of 217th Street, and is zoned I-1, Light Industrial District. The applicant is proposing an approximately 75,000 square foot building with a proposed future expansion area of 25,000 square feet for a single tenant on Lot 2, Block 1. The building will house the Domino's Pizza Distribution Supply Chain Center and be 10% office, 18% manufacturing and 72% warehouse with the future expansion anticipated to be 100% warehouse space. The conditional use permit is to allow the site to exceed 125% of the parking requirements based upon the uses proposed for the site.

The development of Lot 1, Block 1, will be reviewed under a separate application.

Community Development Department staff has determined that Interstate South Logistics Park Fourth Addition preliminary plat and conditional use permit comply with Subdivision and Zoning Ordinance requirements for the I-1 district. Staff recommends approval.

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 6:09 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza asked if the loading doors will be labeled in some way to aid first responders to locate the appropriate entrance if there is an incident; Mr. Kurth indicated that the doors will be labeled.
- Commissioner Traffas asked if the purpose of the fencing is for security or privacy. Mr. Kurth stated the fencing is primarily for security purposes.
- Commissioner Swenson expressed appreciation for the potential for future expansion on the site, and noted that the explanation regarding the additional parking spaces requested to be built on site at this time is a reasonable and logical request.
- Commissioner Swaney asked if the expansion on the north end would be the same business or a different business. Mr. Kurth confirmed that it is future expansion space for the Dominoes facility, as freezer/cooler buildings are very expensive compared to a warehouse buildings, and due to that investment, an area for expansion on the site is built into the layout.

Motion was made by Swenson, seconded by Swaney to recommend to City Council approval of the preliminary plat to be known as Interstate South Logistics Park Fourth Addition, and the conditional use permit to exceed 125% of the minimum parking stalls required by the Zoning Ordinance for Lot 2, Block 1, and the findings of fact, subject to the following stipulations:

1. The recommendations listed in the Engineering Division memorandum dated April 30, 2026.
2. The site and building shall be developed and constructed consistent with the site development plans approved by the City Council.
3. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow onsite, snow must be removed from the site.
4. A lockbox issued by the Fire Department for emergency access is required for each gate on site.
5. Prior to City Council consideration of the preliminary plat and CUP, the landscape plan must be revised to include overstory and/or evergreen trees along the north property line.

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

Nays: 0

5b. Kueber Coffee Minnesota, LLC

Chair Zimmer opened the public hearing to consider the application of Kueber Coffee Minnesota, LLC for a conditional use permit for a convenience restaurant with a drive-through service window



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: April 28, 2026
Subject: Packet Material for the May 7, 2026 Planning Commission Meeting
Agenda Item: Interstate South Logistics Park Fourth Addition Preliminary plat and CUP
Application Action Deadline: July 8, 2026

BACKGROUND

Representatives of Scannell Properties #496, LLC have submitted applications for a preliminary plat and conditional use permit for a two lot, one outlot subdivision to be known as Interstate South Logistics Park Fourth Addition. The site is 37.9 acres in area and located south of 215th Street (CSAH 70), east of Jacquard Avenue, and north of 217th Street.

The applicant is proposing an approximately 75,000 square foot building with office, production, and warehouse space for a single tenant on Lot 2, Block 1. The conditional use permit is to allow the site to exceed 125% of the parking requirements based upon the uses proposed for the site.

The development of Lot 1, Block 1, will be reviewed under a separate application. The property is zoned I-1, Light Industrial District, where the proposed use is permitted.

The preliminary plat plans have been reviewed by Engineering, Environmental Resources, Forestry, and Parks and Recreation Department staff.

EXHIBITS:

- A. Aerial Location Map
- B. Zoning Map

- C. Preliminary Plat
- D. Existing Conditions
- E. Site Plan (3 pages)
- F. Grading Plan (2 pages)
- G. Utility Plan (2 pages)
- H. Storm Sewer Plan (2 pages)
- I. Landscape Plan (4 pages)
- J. Exterior Elevation and Floor Plans (2 pages)
- K. Parking Narrative (4 pages)
- L. Dakota County Plat Commission letter dated April 9, 2026

PLANNING ANALYSIS

PRELIMINARY PLAT

Existing Conditions. The property is undeveloped land that was graded as part of a previous phase of the Interstate South Logistics Park development.

Surrounding Land Uses. The site is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	215 th Street (CSAH 70), medical office, self storage, SF home	Office Park, Warehouse/Light Industrial	OP, Office Park I-1, Light Industrial
South	217 th Street, Amazon XL facility	Warehouse/Light Industrial	I-1, Light Industrial
East	Industrial office/warehouse buildings	Warehouse/Light Industrial	I-1, Light Industrial
West	Jacquard Avenue, City-owned stormwater pond	Office Park	OP, Office Park

Lots/Blocks. Two lots on one block are proposed with the preliminary plat along with one outlot for future development. Lot 1, Block 1 is 4.28 acres in area with over 300 feet of lot width while Lot 1, Block 2 is 12.72 acres in area and nearly 600 feet of lot width. Both lots exceed the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the I-1 District.

Streets. There are no public streets proposed to be constructed with the Interstate South Logistics Park Fourth Addition preliminary plat, but the site is adjacent to the following existing public streets:

215th Street (CSAH 70) abuts the proposed preliminary plat to the north and is identified as a principal arterial (four-lane divided) roadway in the City's

Transportation Plan. All required right-of-way for 215th Street was dedicated with previous plats. Access to and from the property will be from 217th Street via Jacquard Avenue or Dodd Boulevard (CSAH 9), both of which are currently provide for full access to 215th Street (CSAH 70).

217th Street is a 40 foot wide paved rural-section roadway that runs along the south side of the plat and will provide access for both lots and the outlot in the future.

Jacquard Avenue is identified as a major collector street in the City's Transportation Plan. It is constructed as a 40-foot-wide rural roadway within a 100-foot right-of-way and provides a full access to 215th Street (CSAH 70).

The Dakota County Plat Commission recommended approval of the preliminary plat at their April 8, 2026 meeting. The Plat Commission letter is attached to this memo.

Tree Preservation. There are no significant trees on the site.

Wetlands. There are no wetlands on the site. An earlier phase of the Interstate South Logistics Park development mitigated delineated wetlands on the site; no additional delineation is required.

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 30, 2026 engineering report. A copy of the report is attached for your review. The Engineering Division recommends approval of Interstate South Logistics Park Fourth Addition preliminary plat and development plans subject to the comments outlined in the engineering report.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. Bituminous trails will be constructed on the south side of 215th Street with a future City and County project. Park dedication will be satisfied with a cash fee in effect at the time of final plat approval.

CUP/SITE PLAN ANALYSIS

Construction of more than 125% of the number of spaces required by section 11-19-13.A of the Zoning Ordinance requires a conditional use permit per Section 11-19-13.J of the Zoning Ordinance.

The site development and construction plans propose one approximately 75,000 square foot building with a proposed future expansion area of 25,000 square feet. The building is being constructed for a Domino's Pizza Distribution Supply Chain Center. Information provided by the applicant indicates that the building will be 10% office, 18% manufacturing, and 72% warehouse. The future

building expansion of approximately 25,000 square feet would be 100% warehouse space.

Parking. The applicant has provided a narrative that outlines the activities in the building relative to the parking needs on site. As noted above, about 10% of the building is office space, which will have the typical daytime weekday use. The manufacturing portion of the building runs 24 hours a day over three shifts, and the balance of the building is warehouse space. The building will also host regular training sessions that see an additional 25 vehicles on site. The table below shows the parking requirements for the various uses based on their portion of the building. It also shows what would be required for the future warehouse addition.

Building Use	Bldg area (SF)	90% Bldg area (SF)	Code Req.	# of parking stalls
Office	7,533	6,779.70	1:250 SF	27.12
Manufacturing	13,225	11,902.50	1:600 SF	19.84
Warehouse	53,673	48,305.7	1:1,000 SF	48.31
Total	74,431	66,987.90	-	95.27
Future warehouse	24,726	22,253.40	1:1,000 SF	22.25
Total	99,157	89,241.30	-	117.52=118

The table shows that based on the proposed building, 95 parking spaces are required. The applicant is proposing to construct 142 parking stalls at this time, which exceeds the 125% maximum allowed by the Zoning Ordinance, thus the request for a conditional use permit. If the future warehouse was being built at this time, 118 parking spaces would be required. The proposed 142 parking spaces would not exceed 125% of that total, meaning a CUP would not be required. The applicant has indicated their preference to construct all of the parking spaces with the initial construction, so as to not disrupt the parking area in the future to add spaces.

Building Setbacks. The I-1, Light Industrial District requires the following setback requirements:

	Front Yard (217 th St)	Side Yard	Rear Yard (215 th St /CSAH 70)
Minimum	40 feet	10 feet	30 feet
Proposed	350+ feet	250+ feet to the east, 100+ feet to the west	200 feet

Building Height/Exterior Materials. The proposed building will be one-story and 44 feet in height, in compliance with I-1 District requirements. The building will be constructed precast concrete panels with reveals (grade B), utilizing four colors to break up the large walls as well as glass windows and doors (grade A). The exterior building materials and design comply with Zoning Ordinance requirements for the I-1 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 I-1 District, as allowed by the Zoning Ordinance.

Site Access. The property will have two access points to 217th Street, on the south side of the site. Direct access to 215th Street (CSAH 70) is not permitted.

Circulation. All drive aisles and parking stalls comply with the required aisle width and parking stall dimensions for 90-degree vehicle parking. The site has been designed to allow vehicle circulation around the entire building. Parking for employee and visitor vehicles is on the south side of the building with semi-trucks and trailer parking available on the east side of the building, opposite the loading docks.

Landscaping/Screening. The landscape plan proposes 63 evergreen trees and 31 overstory trees as well as a variety of shrubs and perennials. Zoning Ordinance 11-21-9.B requires industrial and commercial properties to include perimeter plantings, including along the right-of-way of the proposed preliminary plat. Prior to City Council consideration of the preliminary plat and CUP, the landscape plan must be revised to add overstory and/or evergreen trees along the north property line to meet this screening requirement, as well as to screen mechanical equipment on the west side of the building. Due to the stormwater pond on the south side of the site adjacent to 217th Street, landscaping is proposed between the pond and the parking area for screening.

All of the landscaped areas within and adjacent to the parking lot, including landscaped islands, shall be irrigated in compliance with the Zoning Ordinance. The City Forester has reviewed the landscape plan and has approved the proposed mix of species for the site. A financial security will be required with the final plat to guarantee installation of the approved landscaping.

Fencing. The site plan indicates that an integral-color vinyl coated eight-foot tall (8') chain link fence will be installed around the sides and rear of the building to enclose the loading and truck parking areas of the site. The height and style of the proposed fence comply with Zoning Ordinance requirements. The entrance gate to the truck loading area is set sufficiently back from 217th Street so as to not cause congestion on the public street. A lockbox issued by the Fire Department for emergency access is required.

Trailer Parking. There are 60 proposed trailer parking spaces along the east side of the building, all of which are located within the fenced area of the site. The parking narrative provided as part of the CUP request includes information about trailers on site. The narrative notes that there are several different types of trailers used for the business and that the total number of various trailers on site in a typical day is 43-46 trailers. The site plan indicates a 15-foot-wide rock mulch strip along the east property line. Trailers parked in these spaces typically overhang the parking spaces and the rock mulch helps to maintain groundcover in that area.

Signage. Signage is not shown on the plans at this time. The Zoning Ordinance for the I-1 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.

Waste Enclosure. There is no exterior trash enclosure on the plans. 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. Mechanical equipment proposed along the front (south) side of the building is proposed to be screened with ornamental grasses. As previously noted in this report, prior to City Council consideration of the preliminary plat and CUP, the landscape plan must be revised to add overstory and/or evergreen trees along the north property line to screen two exterior silos on the west side of the building. Screening may be required on the roof if mechanical equipment will be visible from public right of way. 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.

RECOMMENDATION

Community Development Department staff has determined that Interstate South Logistics Park Fourth Addition preliminary plat, development plans, and conditional use permit comply with Subdivision and Zoning Ordinance requirements for the I-1 district. Staff recommends approval of the preliminary plat and conditional use permit subject to the following stipulations:

- 1. The recommendations listed in the Engineering Division memorandum dated April 30, 2026.
- 2. The site and building shall be developed and constructed consistent with the site development plans approved by the City Council.
- 3. 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.
- 4. A lockbox issued by the Fire Department for emergency access is required for each gate on site.
- 5. Prior to City Council consideration of the preliminary plat and CUP, the landscape plan must be revised to include overstory and/or evergreen trees along the north property line.

Findings of fact for the conditional use permit are attached to this report for consideration.



JACQUARD AVE

215TH ST (CSAH 70)

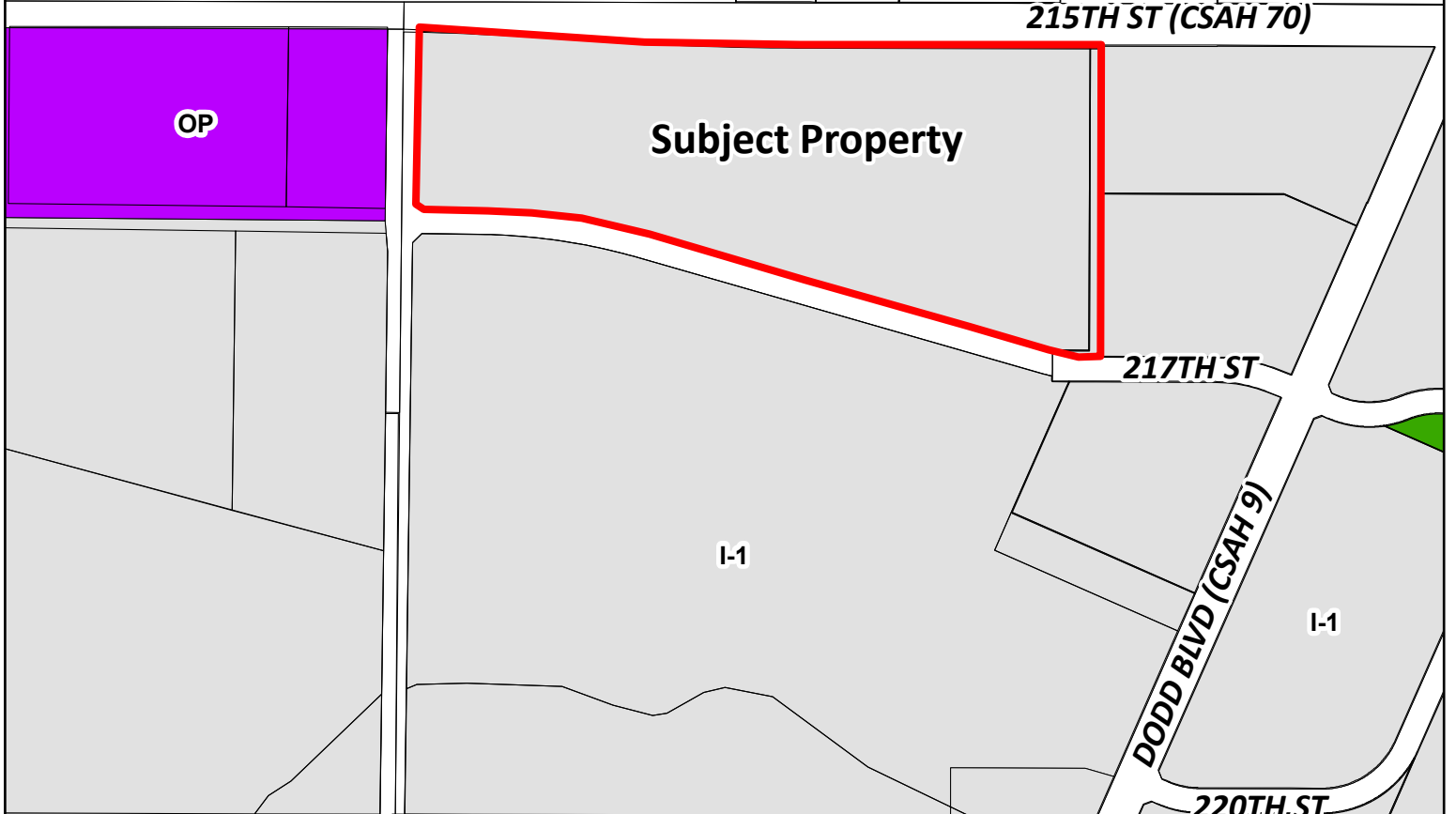
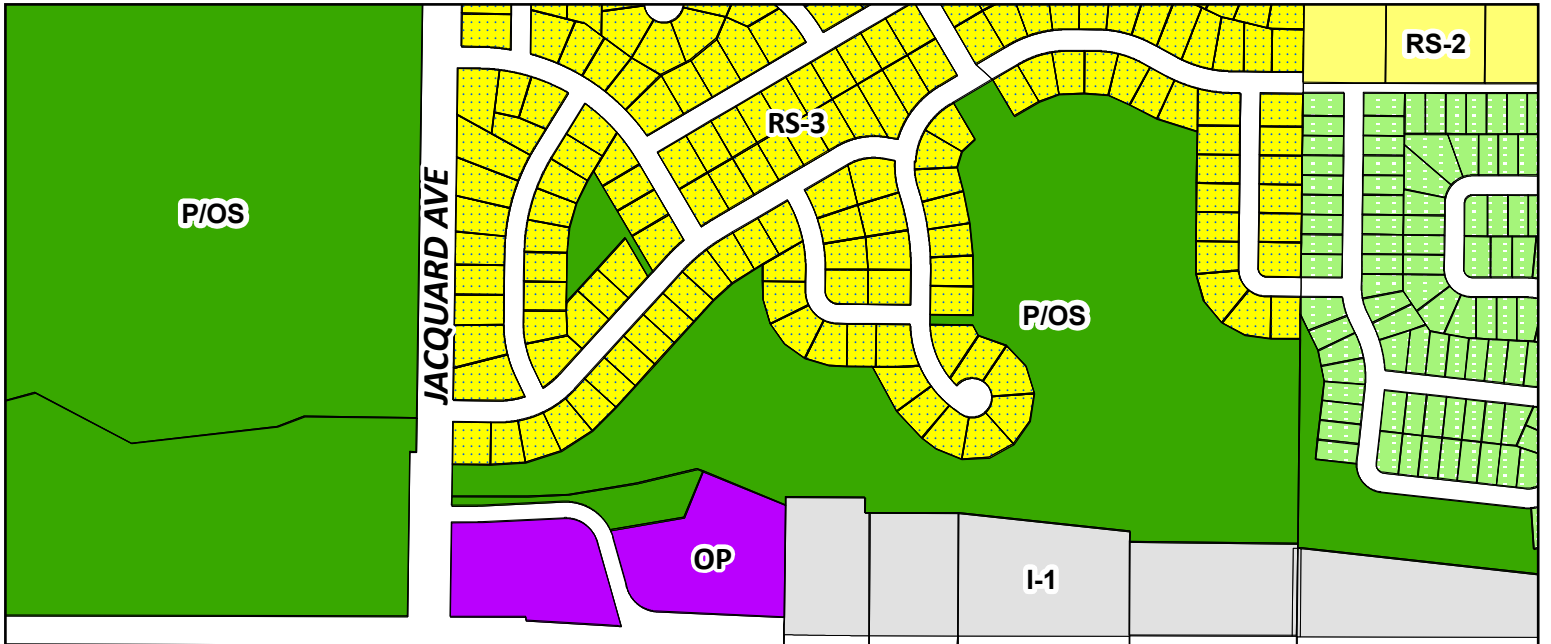
Subject Property

217TH ST

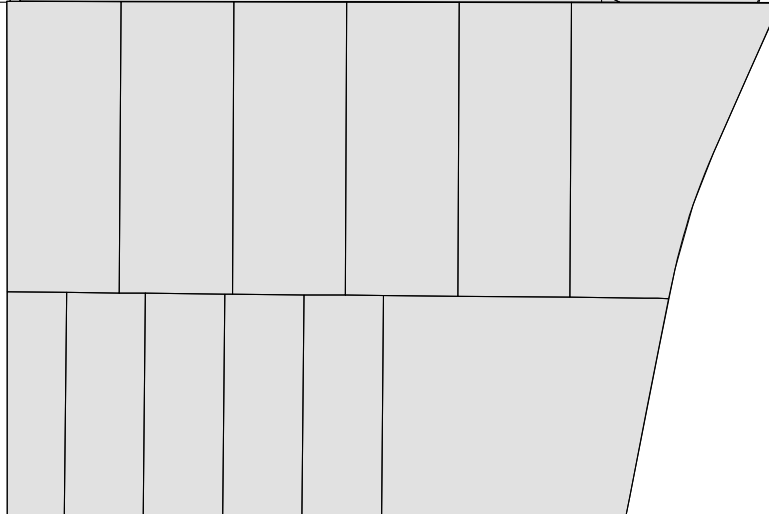
DODD BLVD (CSAH 9)

N

City of Lakeville
Location Map
Interstate South
Logistics Park
Fourth Addition
EXHIBIT A



New Market
Township



Eureka
Township

**City of Lakeville
Location Map
Interstate South
Logistics Park
Fourth Addition
EXHIBIT B**

PRELIMINARY PLAT OF INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

OUTLOT A, INTERSTATE SOUTH LOGISTICS PARK THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

OUTLOT B, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

OUTLOT A, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

PRESENT ADDRESS

THE SUBJECT PROPERTY ADDRESS:
9875 217TH ST W, LAKEVILLE, MN
PROPERTY ID - 223751200010

TAXPAYER / PROPERTY OWNER

SCANNELL PROPERTIES, LLC

LAND SURVEYOR

STANTEC
2080 WOODALE DRIVE, SUITE 100
WOODBURY, MN 55125
KYLE A. DOMEK
MN LICENSE NUMBER 62734

DATE OF PRELIMINARY PLAT

FEBRUARY 17, 2026

PLATTED AREAS

GROSS LAND AREA TO BE PLATTED = 1,651,126.60 S.F. OR 37.90 ACRES ±

OUTLOT A = 910,240.56 S.F. OR 20.90 ACRES ±
LOT 1, BLOCK 1 = 186,609.56 S.F. OR 4.28 ACRES ±
LOT 2, BLOCK 1 = 554,276.49 S.F. OR 12.72 ACRES ±

SURVEYORS CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota

DRAFT COPY
Kyle A. Domek
MN License No. 62734

2/17/2026
Date

LEGEND

- DENOTES IRON MONUMENT MARKED WITH PLASTIC CAP RLS NO. 46563
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 62734 UNLESS OTHERWISE INDICATED
- ⊙ SANITARY SEWER MANHOLE
- ⊚ STORM SEWER INLET
- △ FLARED END SECTION
- ⊕ HYDRANT
- ⊕ WATER VALVE
- ⊕ GAS VALVE
- ⊕ TRAFFIC SIGN
- BOLLARD/POST
- ⊕ UTILITY POLE
- >—> STORM SEWER
- >—> SANITARY SEWER
- |— WATERMAIN
- OU— OVERHEAD UTILITY LINE
- 1010— EXISTING GROUND CONTOUR

VINICITY MAP

SECTION 31, TOWNSHIP 114, RANGE 20

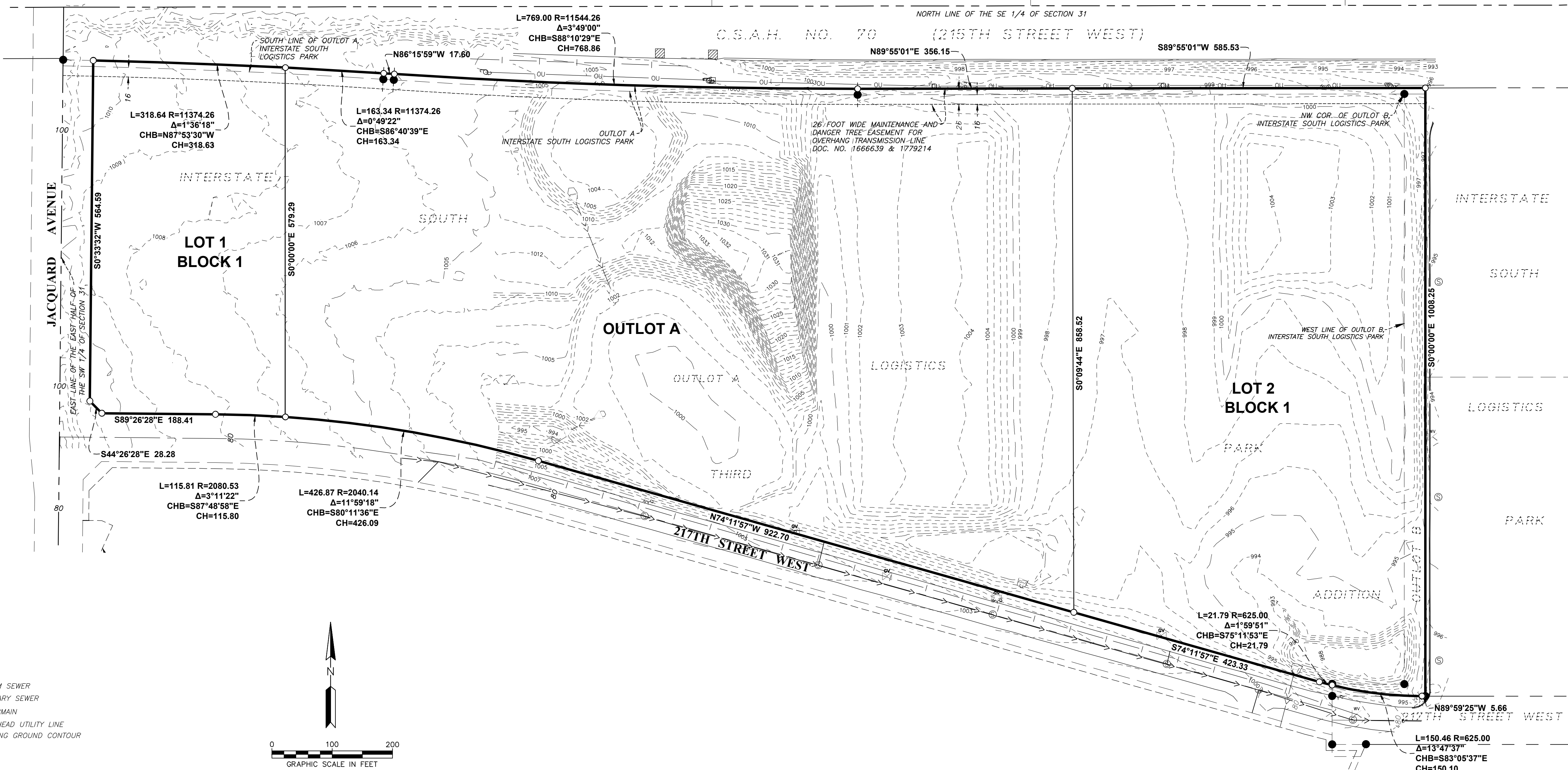
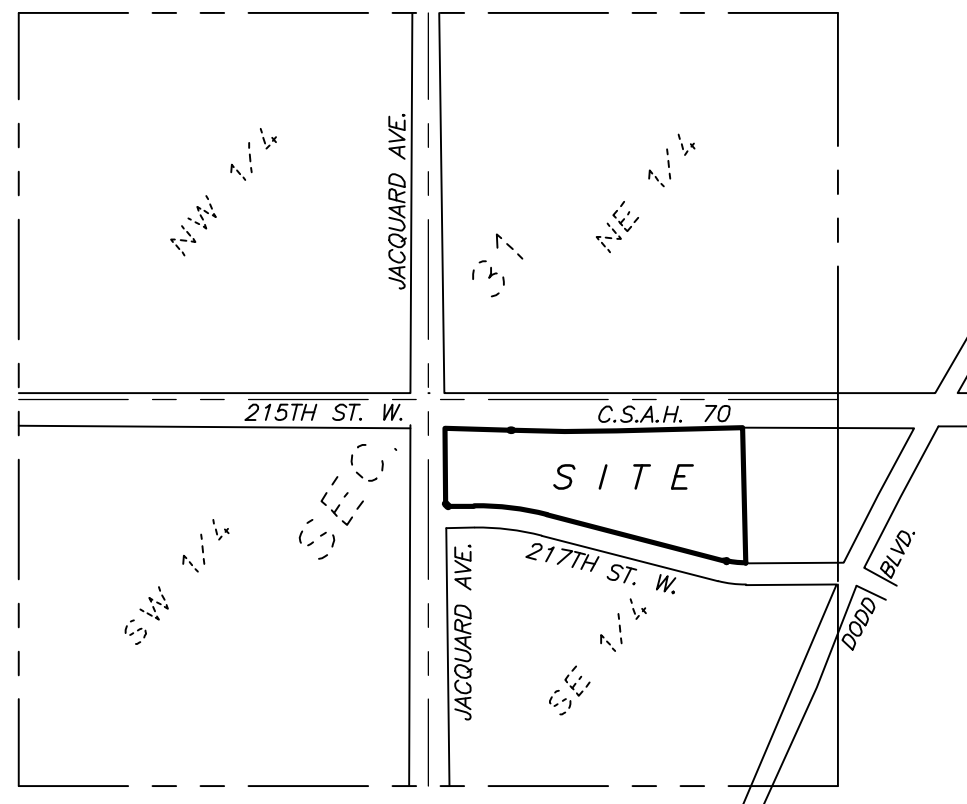
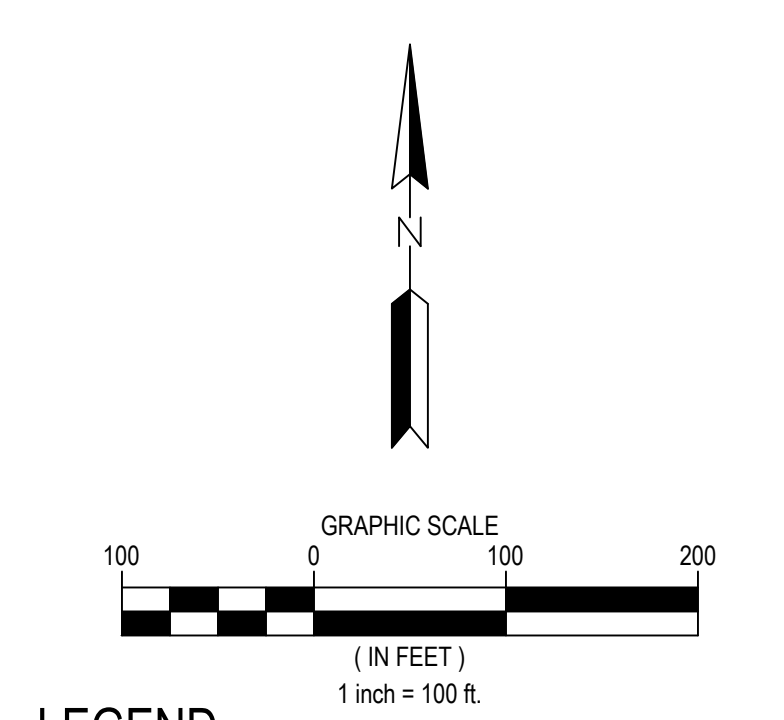


EXHIBIT C

	CLIENT NAME	PRELIMINARY PLAT			
	SCANNELL PROPERTIES, LLC	DWN BY	CHK'D	APP'D	DWG DATE
		RWN	KAD	KAD	SCALE SEE SCALE BAR
	PROJECT NO.	SHEET NO.		SEE CERT.	
	190300673	1 OF 1			



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	EXISTING UNDERGROUND GAS LINE
	EXISTING UNDERGROUND COMMUNICATION LINE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING OVERHEAD UTILITY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING CURB AND GUTTER
	EXISTING WETLAND BOUNDARY
	EXISTING WETLAND
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION
	EXISTING HYDRANT
	EXISTING WATER WELL
	EXISTING WATER VALVE
	EXISTING SIGN
	EXISTING BOLLARD/POST
	EXISTING LIGHT POLE
	EXISTING HANDICAP PARKING SPACE

NOTES

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
- EXISTING UTILITY SERVICE LINES MAY NOT BE SHOWN IN THEIR ENTIRETY ON PLANS. CONTRACTOR TO VERIFY LOCATIONS OF EXISTING UTILITY SERVICE LINES WITHIN THE LIMITS OF DISTURBANCE AND REMOVE EXISTING INFRASTRUCTURE AS NECESSARY PER CITY REQUIREMENTS TO INSTALL PROPOSED IMPROVEMENTS.

EXHIBIT D

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE (NOT EXCLUDING THE DAY OF THE REQUEST AND EXCLUDING HOLIDAYS AND WEEKENDS) FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166



PROJECT BLACK BEAR
CITY OF LAKEVILLE, DAKOTA COUNTY
MINNESOTA

PROJECT TITLE

DATE	DESCRIPTION	ISSUE NO.
03/02/2026	CITY SUBMITTAL	1
03/18/2026	PRELIMINARY BID SET	2
04/03/2026	CITY RESUBMITTAL	3

CERTIFICATION:

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

DATE: 04/03/2026

PROJECT NO.: 190300673

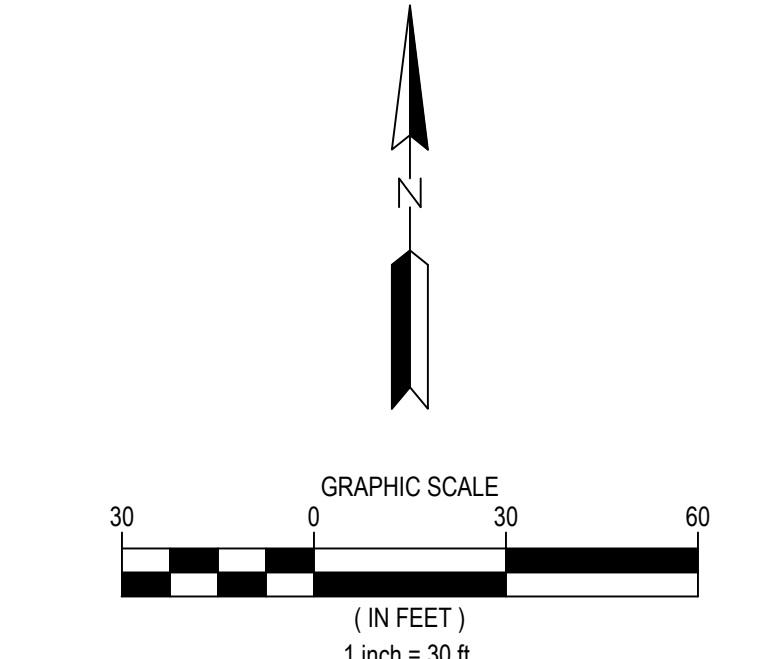
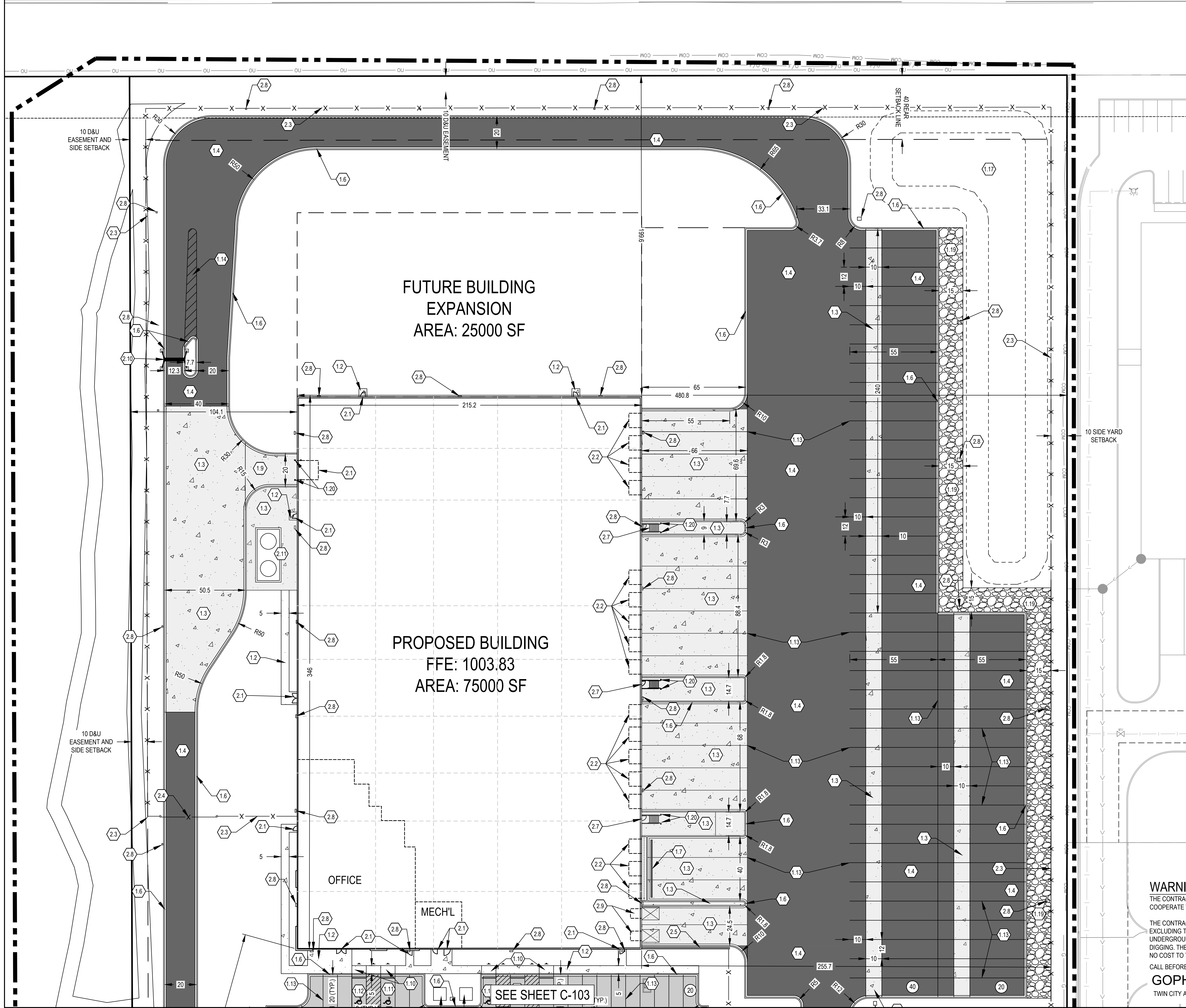
DWN BY:	CHKD BY:	APPD BY:
JRL	YMK	PWS

ISSUE DATE: 04/03/2026

ISSUE NO.: 3

SHEET TITLE: EXISTING CONDITIONS

SHEET NO.: **CG-004**



- LEGEND**
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - CURB AND GUTTER
 - CONSTRUCTION LIMITS
 - HEAVY DUTY BITUMINOUS PAVEMENT
 - LIGHT DUTY BITUMINOUS PAVEMENT
 - MATCH EXISTING BITUMINOUS PAVEMENT
 - CONCRETE SIDEWALK
 - CONCRETE PAVEMENT
 - PROPOSED PARKING COUNT
 - FENCE
 - RETAINING WALL (BY OTHERS)
 - ROCK MULCH
- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - DESIGN BY OTHER ITEMS SHOWN FOR REFERENCE ONLY. EXACT LOCATION, DETAIL, AND DESIGN BY OTHERS. COORDINATE WITH PROJECT PARTNERS TO OBTAIN RELATED CONSTRUCTION DOCUMENTS/DRAWINGS.

- KEYNOTES**
- ITEMS BY STANTEC
 - MATCH EXISTING
 - 4" CONCRETE SIDEWALK - SEE DETAIL 1/C-804
 - 6" FIBER REINFORCED CONCRETE PAVEMENT WITH 3.5 LBS/CY - SEE DETAIL 2/C-804
 - HEAVY DUTY BITUMINOUS PAVEMENT - SEE DETAIL 7/C-804
 - LIGHT DUTY BITUMINOUS PAVEMENT - MATCH EXISTING SECTION
 - B612 CURB AND GUTTER - SEE DETAIL 4/C-804
 - TRENCH DRAIN - SEE DETAIL 11/C-804
 - CURB TRANSITION
 - CONCRETE DRIVEWAY APRON - SEE DETAIL 10/C-804
 - PEDESTRIAN CURB RAMP - SEE STANDARD PLAN 5-297.250/C-801
 - HANDICAP ACCESSIBLE PARKING STALL - SEE DETAIL SHEET C-803
 - VAN ACCESSIBLE PARKING STALL WITH ACCESS AISLE AND SIGN - SEE DETAILS 3/C-803
 - 4" WHITE PAINT STRIPE (TYP.) - SEE DETAIL 6/C-803
 - NO PARKING STRIPING - SEE DETAIL 6/C-803
 - CONCRETE VALLEY GUTTER - SEE DETAIL 9/C-804
 - MATCH EXISTING PAVEMENT
 - STORMWATER BASIN - SEE DETAIL 4/C-805
 - STOP SIGN - SEE DETAIL 2.8/C-803
 - ROCK MULCH - SEE LANDSCAPE PLANS
 - BOLLARDS - SEE DETAIL 1/C-803
 - ITEMS BY OTHERS
 - DOOR LOCATION WITH STOOP
 - DOCK DOOR LOCATION
 - 8" CHAIN LINK FENCE COATED WITH INTEGRAL COLOR VINYL
 - SECURITY GATE
 - RETAINING WALL
 - EQUIPMENT
 - STAIRS
 - LIGHT POLE LOCATION/OUTDOOR LIGHTING
 - TRASH COMPACTOR DOOR
 - SNOW SCRAPER
 - SILO PAD FOOTING

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE (NOT EXCLUDING THE DAY OF THE REQUEST AND EXCLUDING HOLIDAYS AND WEEKENDS) FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

EXHIBIT E

Stantec

733 MARQUETTE AVE
 SUITE 1000
 MINNEAPOLIS, MN 55402
 PHONE: 612-712-2000
 WWW.STANTEC.COM

CLIENT:

SCANNELL PROPERTIES

PROJECT BLACK BEAR

CITY OF LAKEVILLE, DAKOTA COUNTY
 MINNESOTA

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026
4	CITY RESUBMITTAL	04/24/2026

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

PROJECT NO.: 190300673

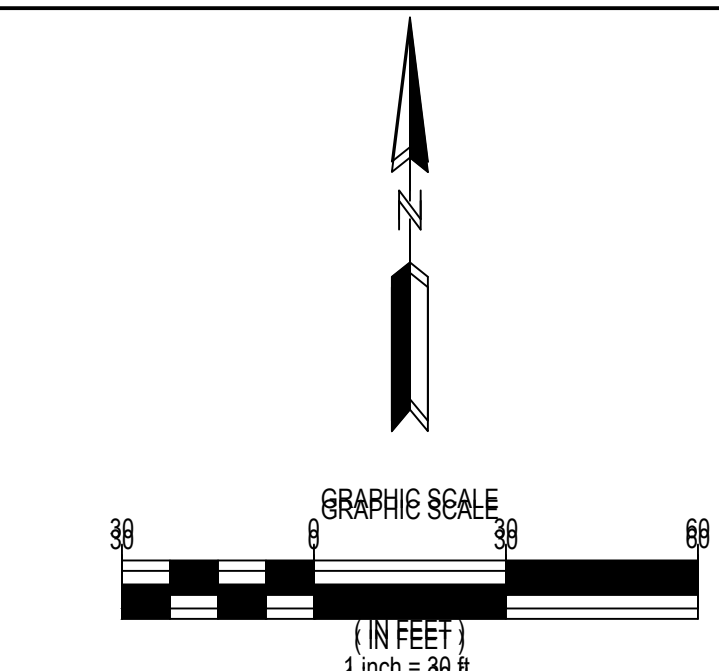
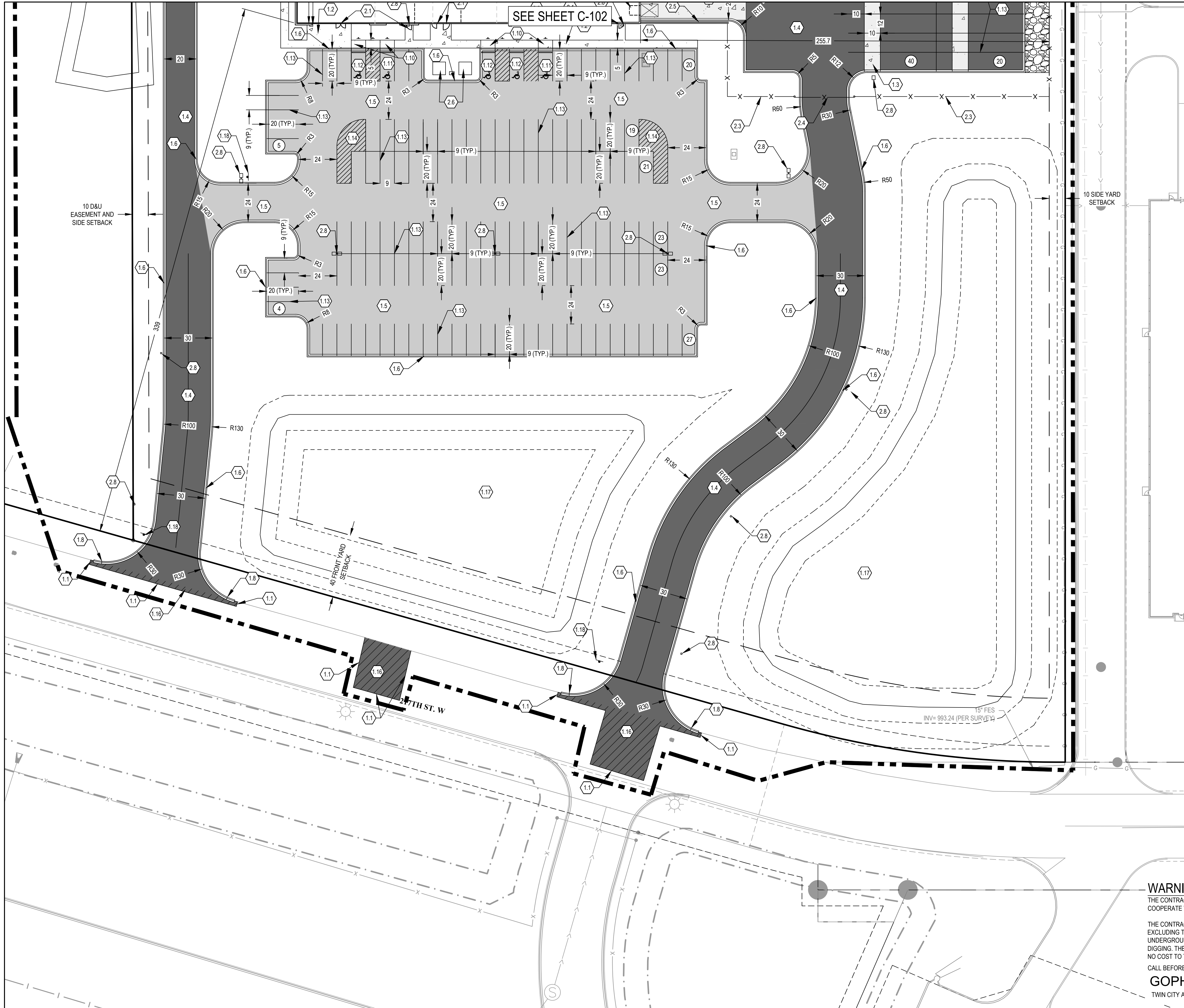
DWN BY: JRL CHKD BY: YMK APPD BY: PWS

ISSUE DATE: 04/21/2026

ISSUE NO.: 3

SHEET TITLE:
 ENLARGED SITE PLAN

SHEET NO.:
C-102



- ### LEGEND
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - CURB AND GUTTER
 - CONSTRUCTION LIMITS
 - HEAVY DUTY BITUMINOUS PAVEMENT
 - LIGHT DUTY BITUMINOUS PAVEMENT
 - MATCH EXISTING BITUMINOUS PAVEMENT
 - CONCRETE SIDEWALK
 - CONCRETE PAVEMENT
 - PROPOSED PARKING COUNT
 - FENCE
 - RETAINING WALL (BY OTHERS)
 - ROCK MULCH

- ### NOTES
1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 3. DESIGN BY OTHER ITEMS SHOWN FOR REFERENCE ONLY. EXACT LOCATION, DETAIL, AND DESIGN BY OTHERS. COORDINATE WITH PROJECT PARTNERS TO OBTAIN RELATED CONSTRUCTION DOCUMENTS/DRAWINGS.

- ### KEYNOTES
1. ITEMS BY STANTEC
 - 1.1. MATCH EXISTING
 - 1.2. 4" CONCRETE SIDEWALK - SEE DETAIL 1/C-804
 - 1.3. 6" FIBER REINFORCED CONCRETE PAVEMENT WITH 3.5 LBS/CY - SEE DETAIL 2/C-804
 - 1.4. HEAVY DUTY BITUMINOUS PAVEMENT - SEE DETAIL 7/C-804
 - 1.5. LIGHT DUTY BITUMINOUS PAVEMENT - MATCH EXISTING SECTION
 - 1.6. B612 CURB AND GUTTER - SEE DETAIL 4/C-804
 - 1.7. TRENCH DRAIN - SEE DETAIL 11/C-804
 - 1.8. CURB TRANSITION
 - 1.9. CONCRETE DRIVEWAY APRON - SEE DETAIL 10/C-804
 - 1.10. PEDESTRIAN CURB RAMP - SEE STANDARD PLAN 5-297.250/C-801
 - 1.11. HANDICAP ACCESSIBLE PARKING STALL - SEE DETAIL SHEET C-803
 - 1.12. VAN ACCESSIBLE PARKING STALL WITH ACCESS AISLE AND SIGN - SEE DETAILS 3/C-803
 - 1.13. 4" WHITE PAINT STRIPE (TYP.) - SEE DETAIL 6/C-803
 - 1.14. NO PARKING STRIPING - SEE DETAIL 6/C-803
 - 1.15. CONCRETE VALLEY GUTTER - SEE DETAIL 9/C-804
 - 1.16. MATCH EXISTING PAVEMENT
 - 1.17. STORMWATER BASIN - SEE DETAIL 4/C-805
 - 1.18. STOP SIGN - SEE DETAIL 2.8/C-803
 - 1.19. ROCK MULCH - SEE LANDSCAPE PLANS
 - 1.20. BOLLARDS - SEE DETAIL 1/C-803
 2. ITEMS BY OTHERS
 - 2.1. DOOR LOCATION WITH STOOP
 - 2.2. DOCK DOOR LOCATION
 - 2.3. 8" CHAIN LINK FENCE COATED WITH INTEGRAL COLOR VINYL
 - 2.4. SECURITY GATE
 - 2.5. RETAINING WALL
 - 2.6. EQUIPMENT
 - 2.7. STAIRS
 - 2.8. LIGHT POLE LOCATION/OUTDOOR LIGHTING
 - 2.9. TRASH COMPACTOR DOOR
 - 2.10. SNOW SCRAPER
 - 2.11. SILO PAD FOOTING

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CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

Stantec
733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS, MN 55402
PHONE: 612-712-2000
WWW.STANTEC.COM

CLIENT:
SCANNELL PROPERTIES

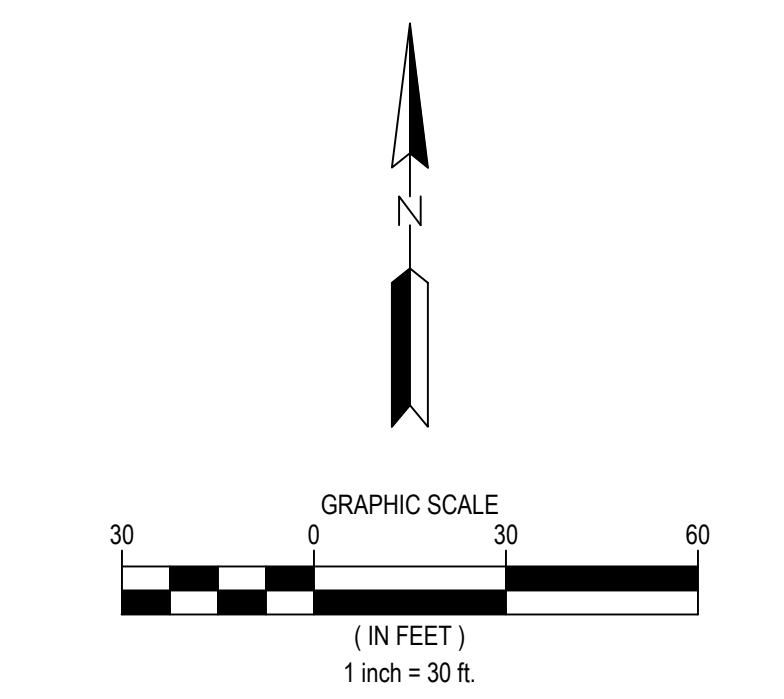
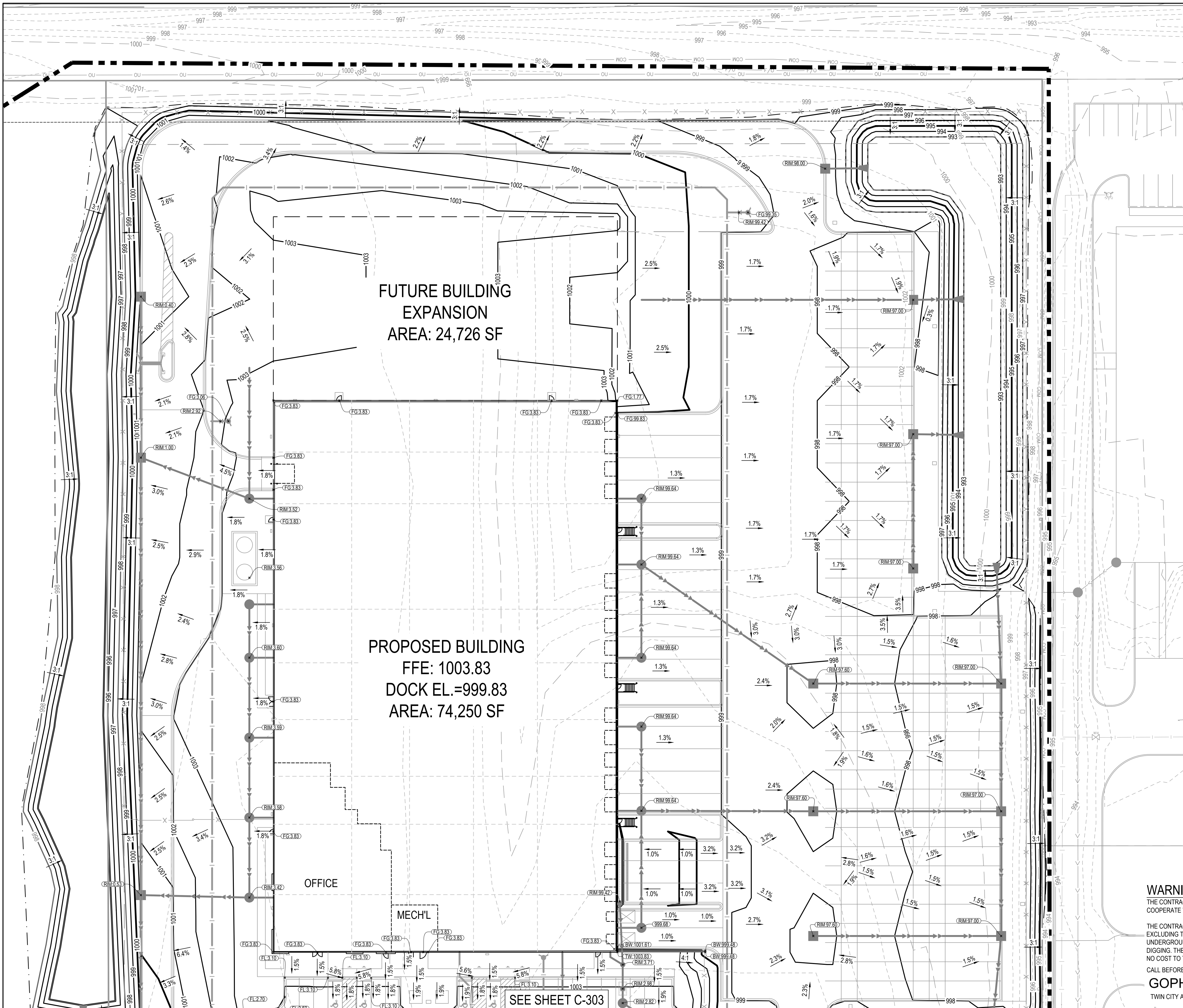
PROJECT BLACK BEAR
CITY OF LAKEVILLE, DAKOTA COUNTY
MINNESOTA

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026
4	CITY RESUBMITTAL	04/24/2026

CERTIFICATION:
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PROJECT NO.: 190300673

DWN BY: JRL
CHKD BY: YMK
APPD BY: PWS
ISSUE DATE: 04/24/2026
ISSUE NO.: 3
SHEET TITLE: ENLARGED SITE PLAN
SHEET NO.: C-103



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	CONSTRUCTION LIMITS
	FLOW LINE ELEVATION
	FINISHED GRADE ELEVATION
	MATCH EXISTING ELEVATION
	SIDEWALK ELEVATION
	PAVEMENT ELEVATION
	EMERGENCY OVERFLOW ELEVATION
	HIGH POINT SPOT ELEVATION
	LOW POINT SPOT ELEVATION
	STRUCTURE RIM SPOT ELEVATION
	SURFACE GRADE & FLOW DIRECTION
	SURFACE SLOPE (H:V) & FLOW DIRECTION

- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 - EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR REWORK OF ANY UNCOMMUNICATED DISCREPANCIES.
 - CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER IN WRITING OF DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

EXHIBIT F

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CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

Stantec

733 MARQUETTE AVE
SUITE 1000
MINNEAPOLIS, MN 55402
PHONE: 612-712-2000
WWW.STANTEC.COM

CLIENT:

SCANNELL PROPERTIES

PROJECT BLACK BEAR

CITY OF LAKEVILLE, DAKOTA COUNTY
MINNESOTA

PROJECT TITLE:

ISSUE NO.	1	2	3
DESCRIPTION:	CITY SUBMITTAL	PRELIMINARY BID SET	CITY RESUBMITTAL
DATE:	03/02/2026	03/18/2026	04/03/2026

CERTIFICATION:

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

LIC. NO.: 54244
DATE: 04/03/2026

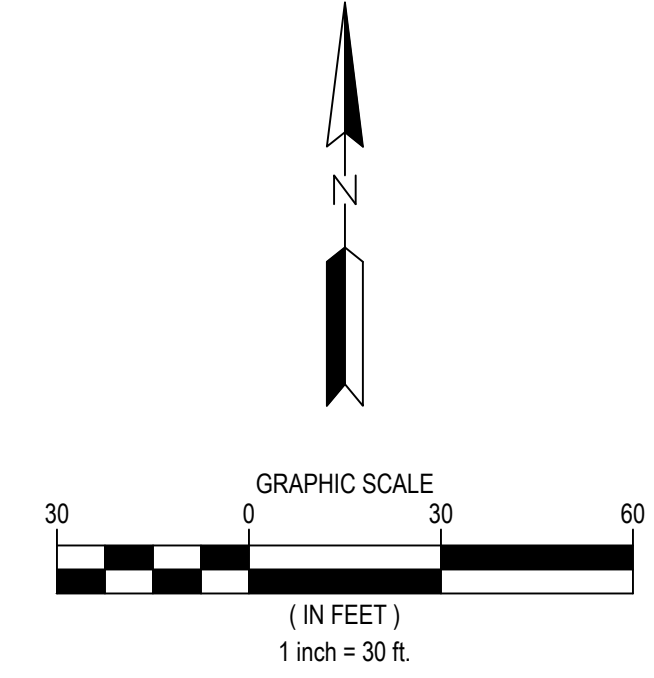
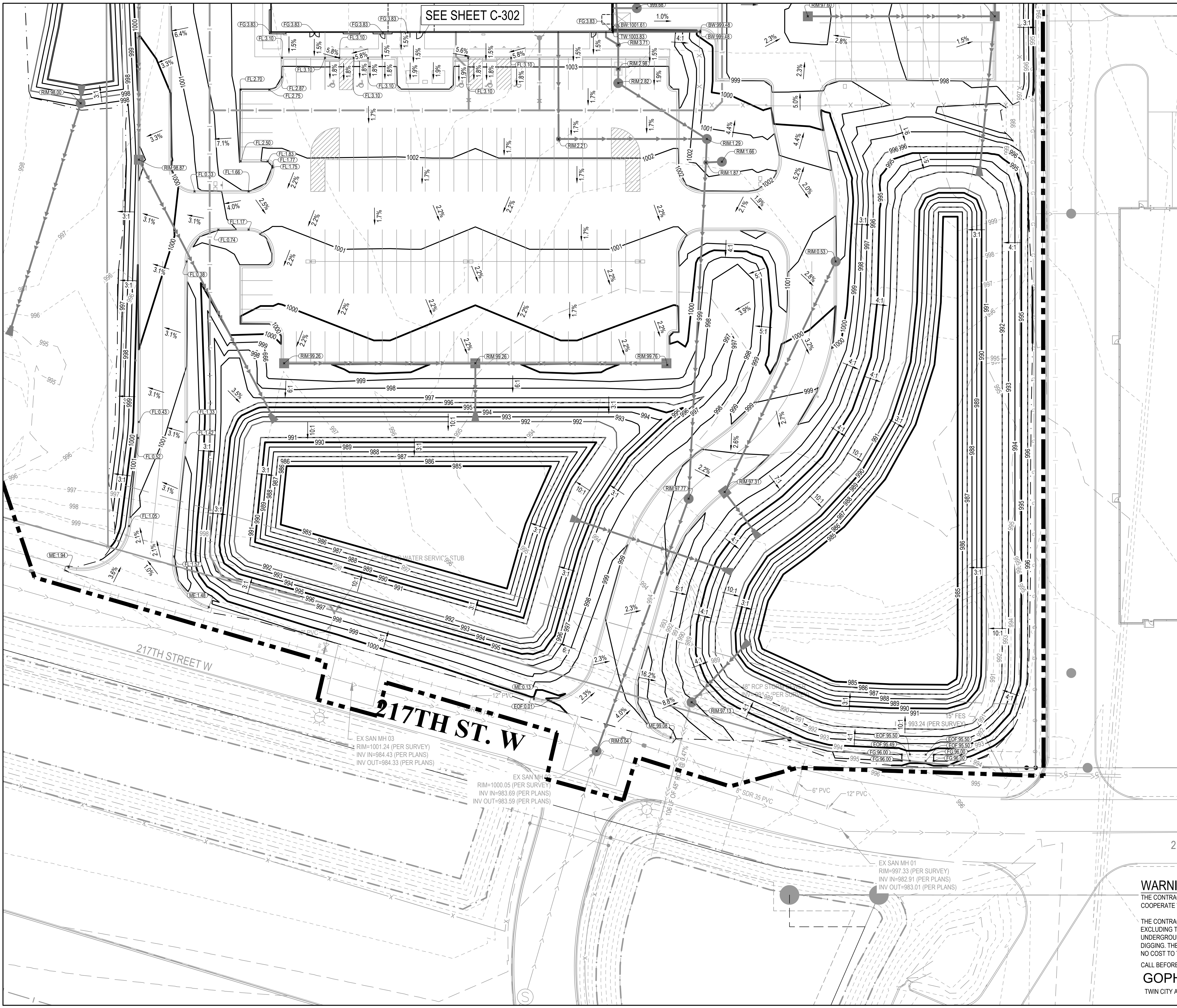
PROJECT NO.: 190300673

DWN BY:	JRL	CHKD BY:	YMK	APPD BY:	PWS
ISSUE DATE:	04/03/2026				
ISSUE NO.:	3				

SHEET TITLE:
ENLARGED GRADING PLAN

SHEET NO.:
C-302

SEE SHEET C-302



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- CONSTRUCTION LIMITS
- FLOW LINE ELEVATION
- FINISHED GRADE ELEVATION
- MATCH EXISTING ELEVATION
- SIDEWALK ELEVATION
- PAVEMENT ELEVATION
- EMERGENCY OVERFLOW ELEVATION
- HIGH POINT SPOT ELEVATION
- LOW POINT SPOT ELEVATION
- STRUCTURE RIM SPOT ELEVATION
- SURFACE GRADE & FLOW DIRECTION
- SURFACE SLOPE (H:V) & FLOW DIRECTION

NOTES

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR REWORK OF ANY UNCOMMUNICATED DISCREPANCIES.
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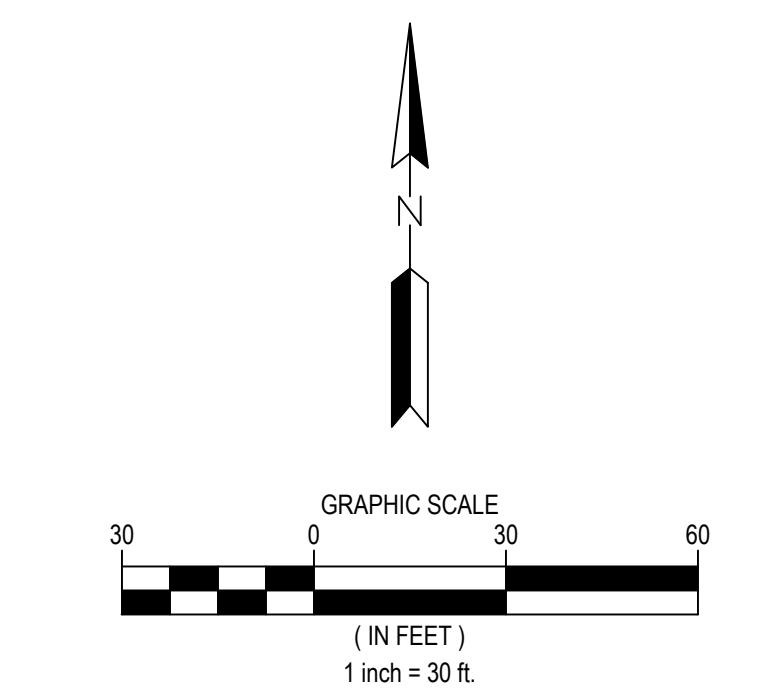
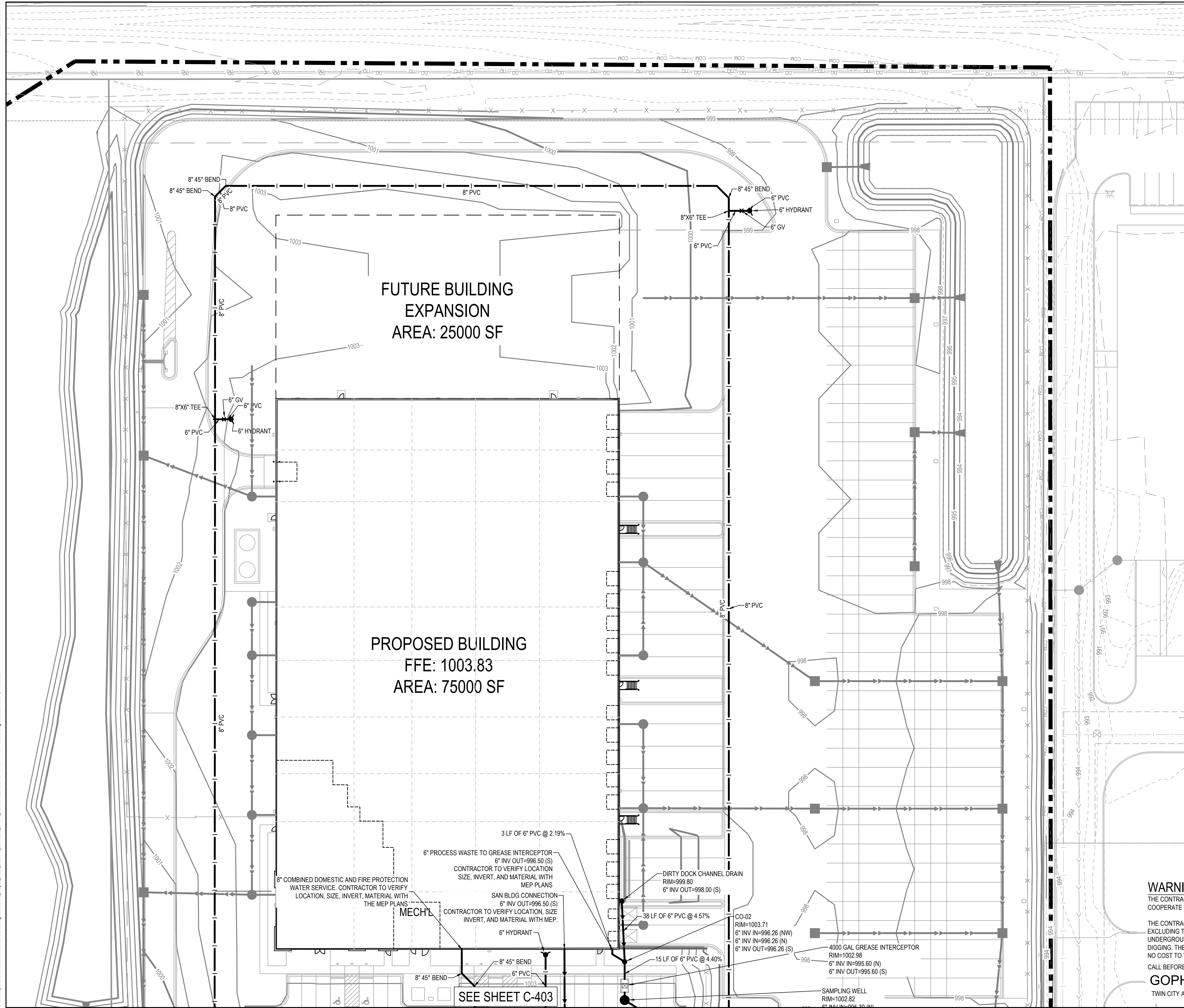
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CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

PROJECT TITLE	ISSUE NO.	DATE	DESCRIPTION
PROJECT BLACK BEAR	1	03/02/2026	CITY SUBMITTAL
	2	03/18/2026	PRELIMINARY BID SET
	3	04/03/2026	CITY RESUBMITTAL

CERTIFICATION:
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LIC. NO.: 54244
DATE: 04/03/2026
PROJECT NO.: 190300673
DWN BY: JRL
CHKD BY: YMK
APPD BY: PWS
ISSUE DATE: 04/03/2026
ISSUE NO.: 3
SHEET TITLE:
ENLARGED GRADING PLAN



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	STORM SEWER
	STORMWATER FORCEMAIN
	SANITARY SEWER
	WATERMAIN
	SANITARY MANHOLE
	CLEANOUT
	HYDRANT
	GATE VALVE
	CURB STOP
	REDUCER
	FIRE DEPARTMENT CONNECTION

- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 - CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
 - WATERMAIN WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) SPECIFICATIONS.

EXHIBIT G

WARNING:
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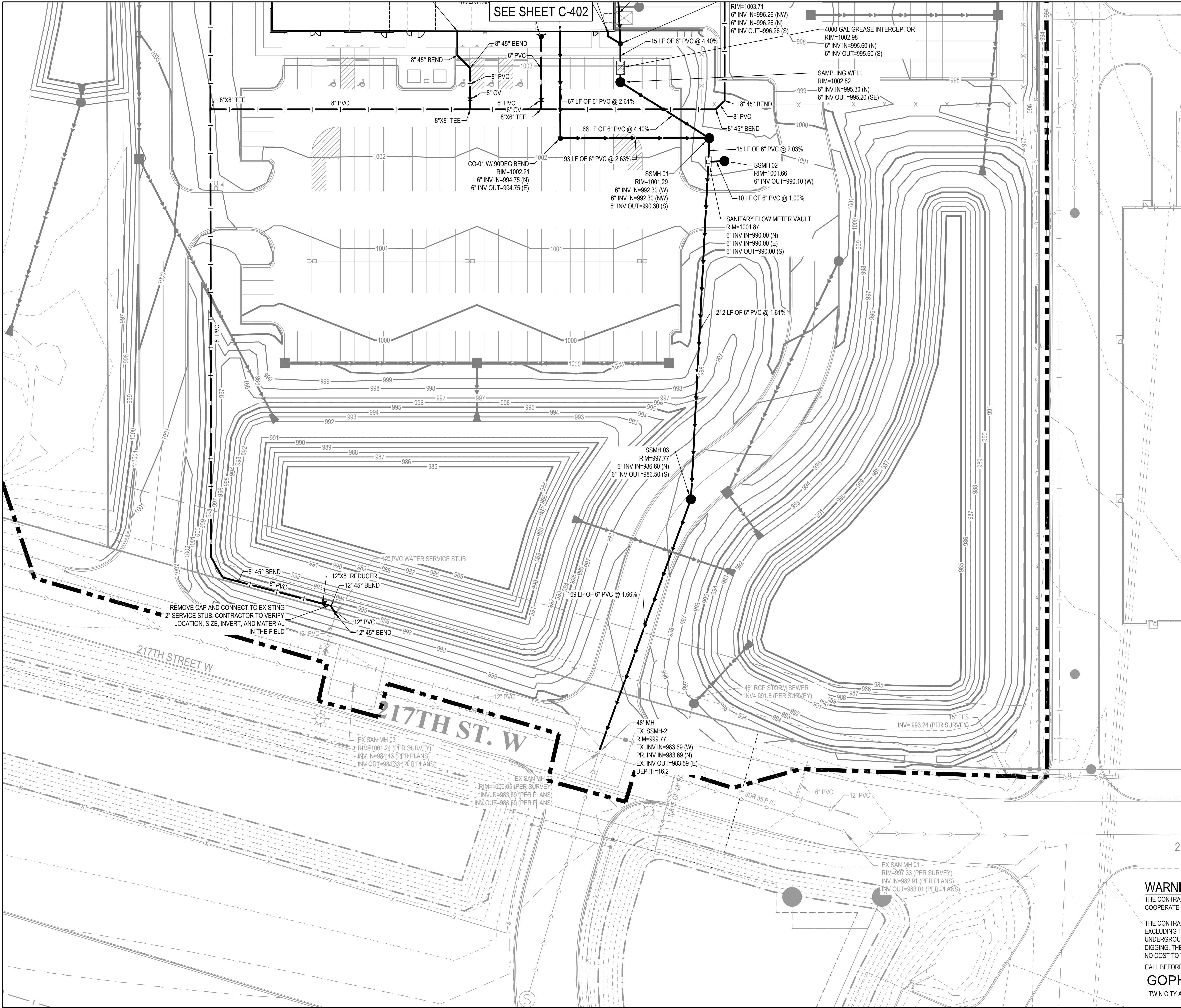
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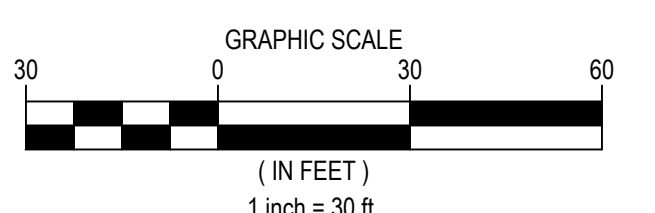
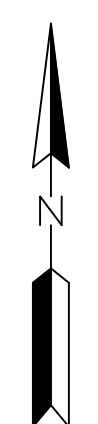
ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026

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LIC. NO.:	54244
DATE:	04/03/2026
PROJECT NO.:	190300673
DWN BY:	JRL
CHKD BY:	YMK
APPD BY:	PWS
ISSUE DATE:	04/03/2026
ISSUE NO.:	3
SHEET TITLE:	ENLARGED UTILITY PLAN
SHEET NO.:	C-402



SEE SHEET C-402



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- STORM SEWER
- STORMWATER FORCEMAIN
- SANITARY SEWER
- WATERMAIN
- SANITARY MANHOLE
- CLEANOUT
- HYDRANT
- GATE VALVE
- CURB STOP
- REDUCER
- FIRE DEPARTMENT CONNECTION

NOTES

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

Stantec
 733 MARQUETTE AVE
 SUITE 1000
 MINNEAPOLIS, MN 55402
 PHONE: 612-712-2000
 WWW.STANTEC.COM

CLIENT:

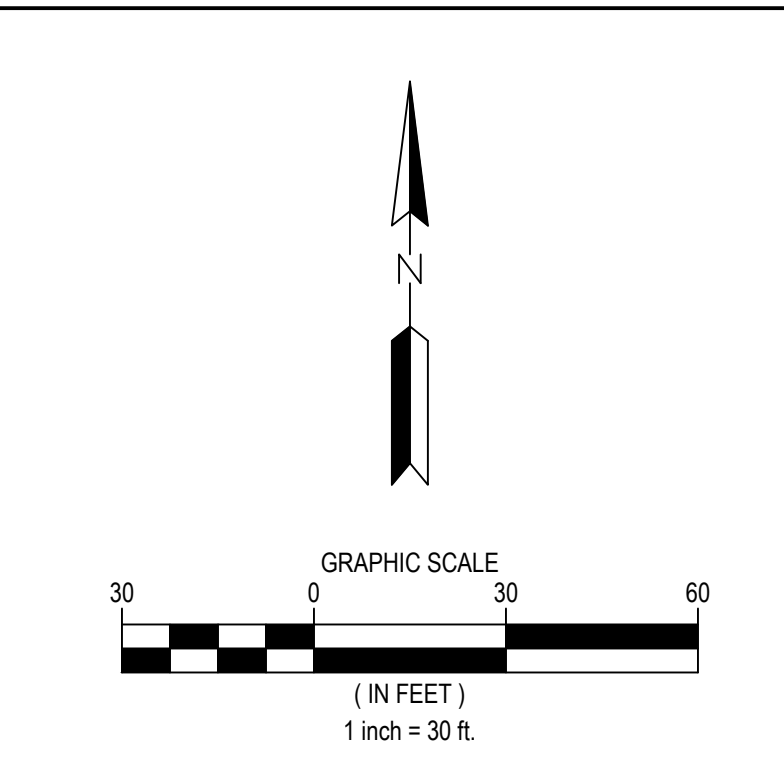
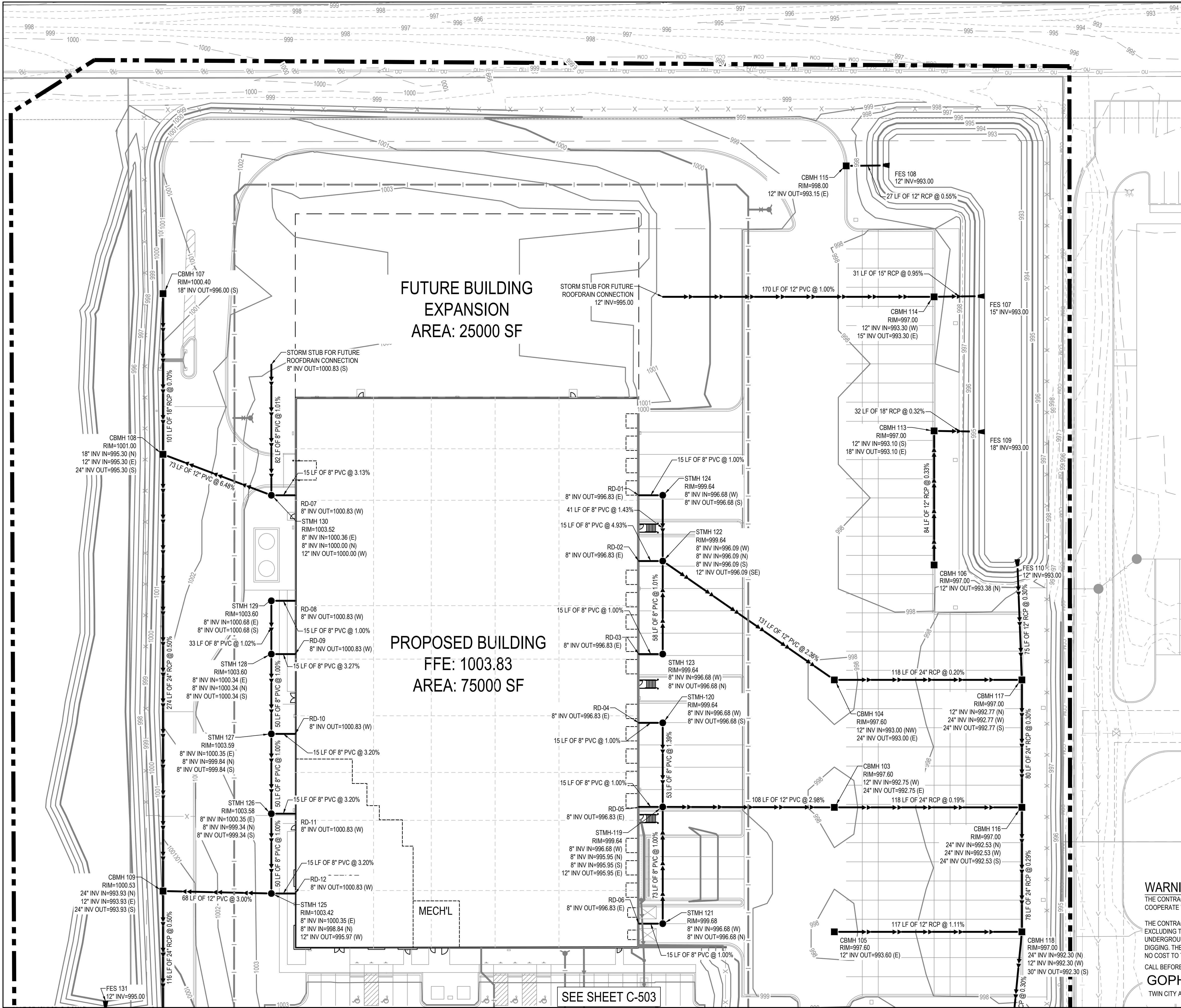
SCANNELL
 PROPERTIES

PROJECT TITLE
PROJECT BLACK BEAR
 CITY OF LAKEVILLE, DAKOTA COUNTY
 MINNESOTA

DATE	DESCRIPTION	ISSUE NO.
03/02/2026	CITY SUBMITTAL	1
03/18/2026	PRELIMINARY BID SET	2
04/03/2026	CITY RESUBMITTAL	3

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LIC. NO.:	54244
DATE:	04/03/2026
PROJECT NO.:	190300673
DWN BY:	JRL
CHKD BY:	YMK
APPD BY:	PWS
ISSUE DATE:	04/03/2026
ISSUE NO.:	3
SHEET TITLE:	ENLARGED UTILITY PLAN
SHEET NO.:	C-403



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	STORM SEWER
	DRAIN TILE
	SANITARY SEWER
	WATERMAIN
	STORM MANHOLE
	STORM CATCH BASIN
	FLARED END SECTION
	STORM CLEANOUT

- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
 - FOR EACH ROOF DRAIN CONNECTION, CONTRACTOR TO COORDINATE WITH MEPIARCH PLANS FOR LOCATION, SIZE, MATERIAL, AND INVERT. CONTRACTOR TO FIELD FIT ROOF DRAIN RISER CONNECTION/FITTING TO VERTICAL SQUARE DOWNSPOUT (TYP. ALL ROOF DRAINS)

EXHIBIT H

PROJECT BLACK BEAR BMP SUMMARY TABLE

BMP	BOTTOM	NWL	HVIL	RIM	EOF
1 PP-01 (CELL-01)	985.0	992.0	995.0	996.0	995.5
2 PP-02 (CELL-02)	985.0	992.0	995.0	998.0	998.0
3 PP-03 (NE)	993.0	993.0	995.4	997.0	997.0
4 TDDB-01	995.0	995.0	997.1	998.0	998.0

WARNING:
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THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE (NOT EXCLUDING THE DAY OF THE REQUEST AND EXCLUDING HOLIDAYS AND WEEKENDS) FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

Stantec

733 MARQUETTE AVE
 SUITE 1000
 MINNEAPOLIS, MN 55402
 PHONE: 612-712-2000
 WWW.STANTEC.COM

CLIENT:

SCANNELL PROPERTIES

PROJECT BLACK BEAR

CITY OF LAKEVILLE, DAKOTA COUNTY
 MINNESOTA

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026

CERTIFICATION:

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

PROJECT NO.: 190300673

DATE: 04/03/2026

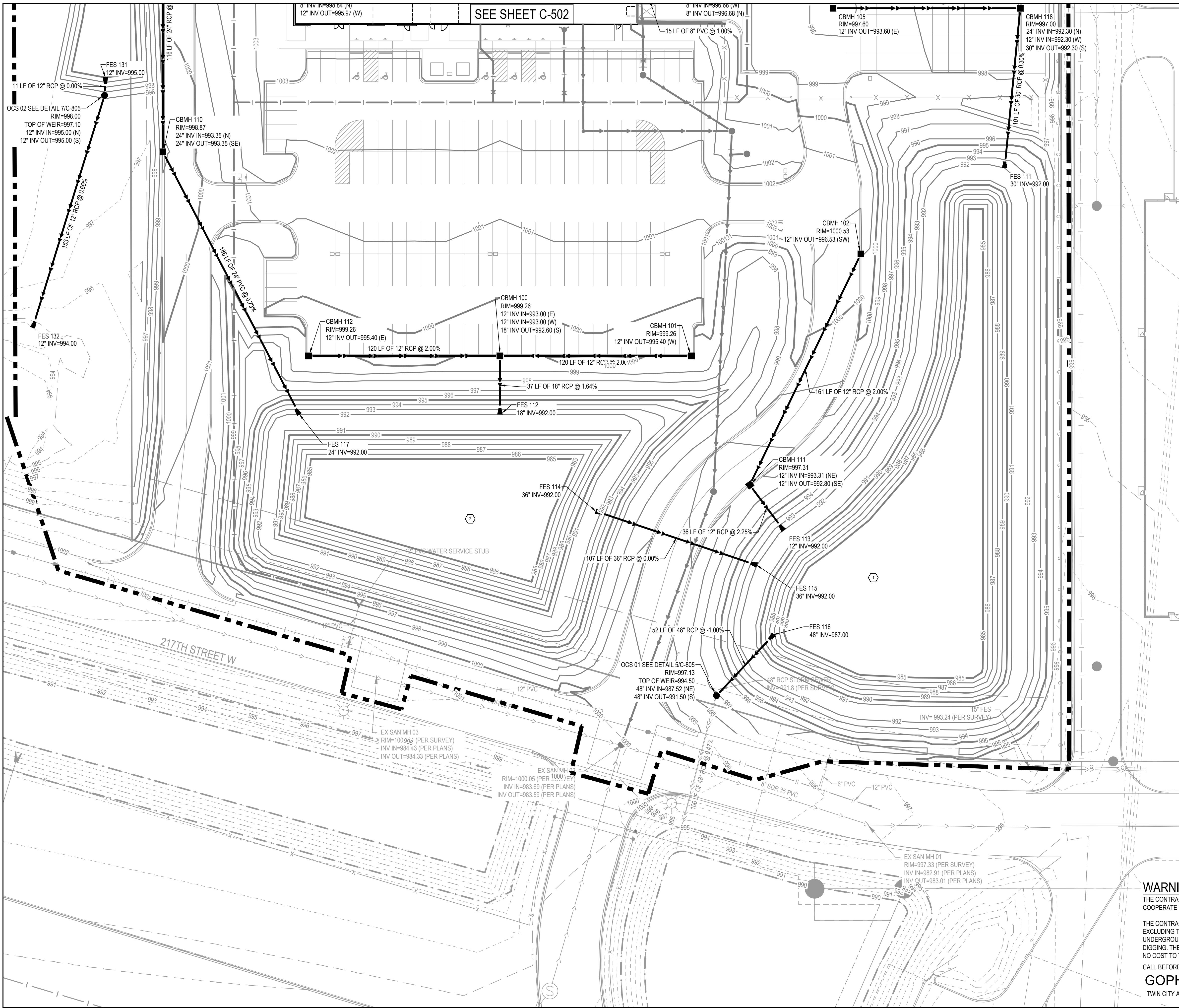
DWN BY: JRL
 CHK'D BY: YMK
 APP'D BY: PWS

ISSUE DATE: 04/03/2026

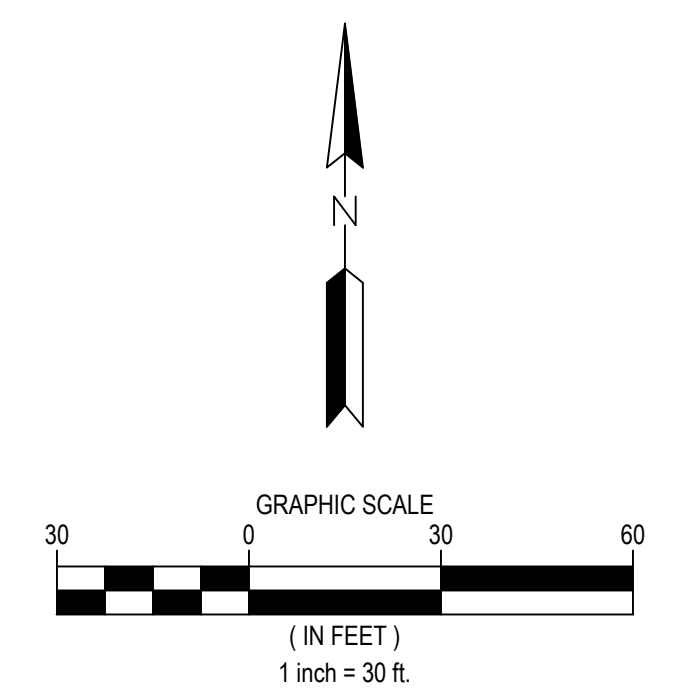
ISSUE NO.: 3

SHEET TITLE:
 ENLARGED STORM SEWER PLAN

SHEET NO.:
C-502



SEE SHEET C-502



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- STORM SEWER
- DRAIN TILE
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- STORM CLEANOUT

NOTES

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2. FOR EACH ROOF DRAIN CONNECTION, CONTRACTOR TO COORDINATE WITH MEPIARCH PLANS FOR LOCATION, SIZE, MATERIAL, AND INVERT. CONTRACTOR TO FIELD FIT ROOF DRAIN RISER CONNECTION/FITTING TO VERTICAL SQUARE DOWNSPOUT (TYP. ALL ROOF DRAINS)

PROJECT BLACK BEAR BMP SUMMARY TABLE

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026

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DATE: 04/03/2026

PROJECT NO.: 190300673

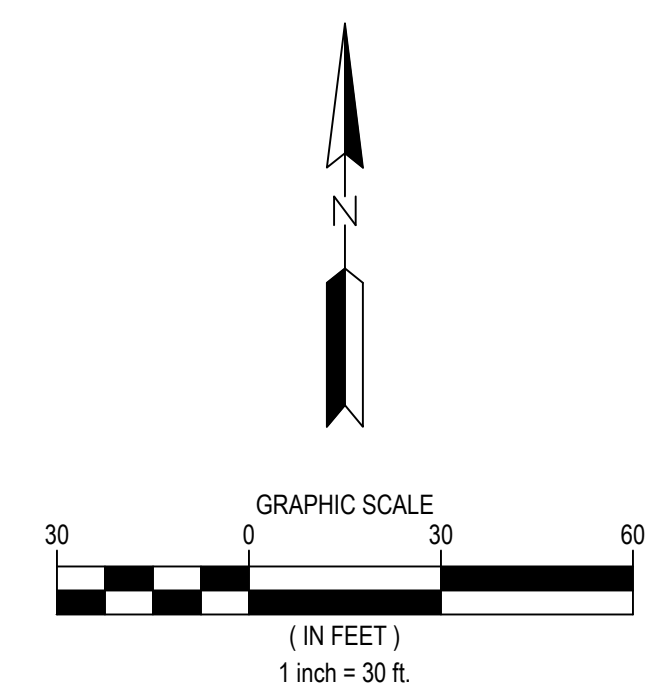
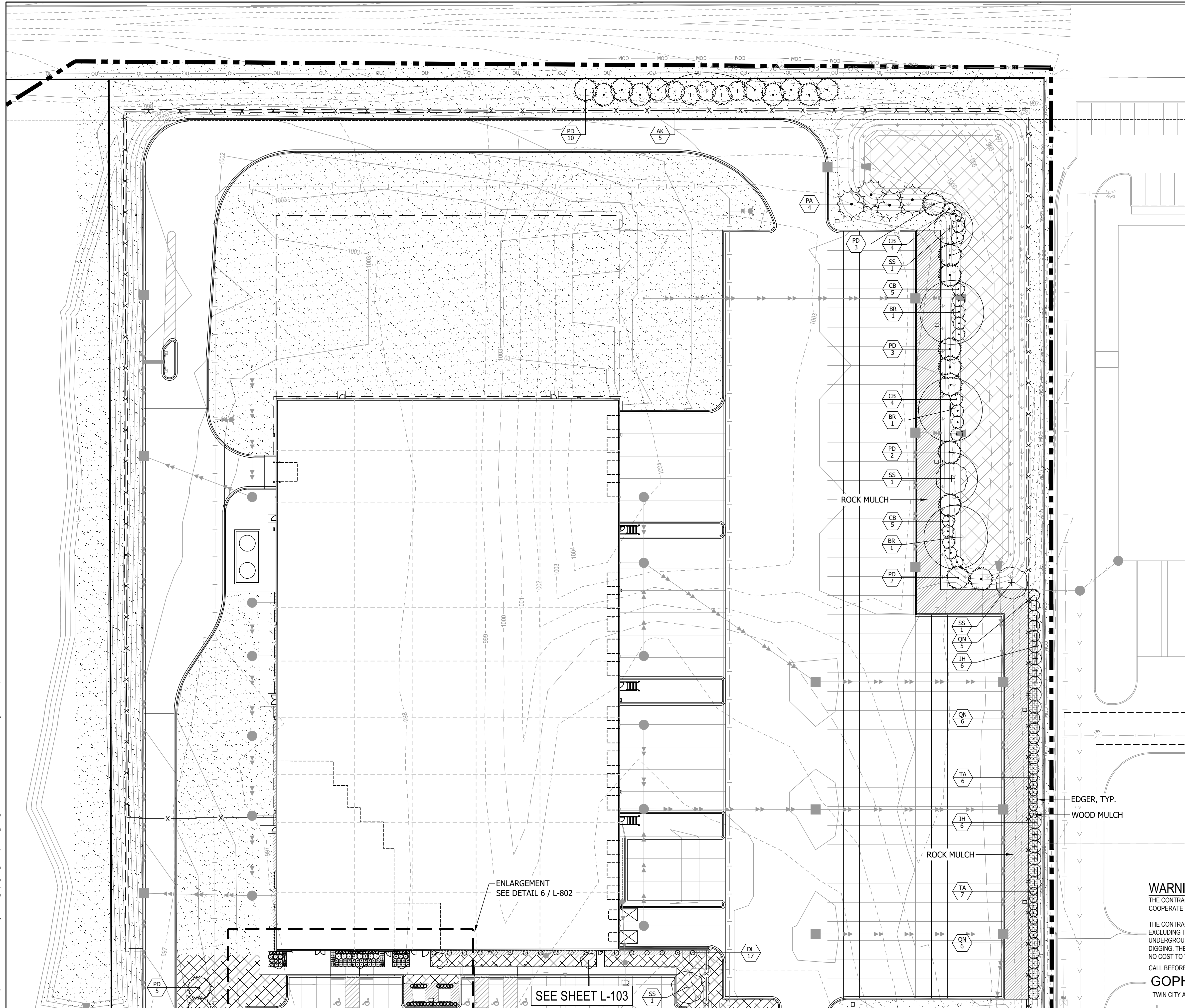
DWN BY:	CHKD BY:	APPD BY:
JRL	YMK	PWS

ISSUE DATE: 04/03/2026

ISSUE NO.: 3

SHEET TITLE:
ENLARGED STORM SEWER PLAN

SHEET NO.:
C-503



- ### LEGEND
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - CURB AND GUTTER
 - CONSTRUCTION LIMITS
 - FENCE
 - RETAINING WALL (BY OTHERS)
 - TURF SEED
 - TURF SOD
 - ROCK MULCH
 - WOOD MULCH
 - SEED TYPE A
 - SEED TYPE B
 - AGGREGATE MAINTENANCE STRIP. SEE LANDSCAPE DETAILS
 - EDGER

- ### PLANT PALETTE
- | SYMBOL | CODE | COMMON NAME |
|---------------------------|------|--------------------------------------|
| EVERGREEN TREES | | |
| | PD | BLACK HILLS SPRUCE |
| | AK | KOREAN FIR |
| | PA | NORWAY SPRUCE |
| OVERSTORY TREES | | |
| | AB | APOLLO'S SUGAR MAPLE |
| | CO2 | COMMON HACKBERRY |
| | QN | KINDRED SPIRITS OAK |
| | BR | RIVER BIRCH CLUMP |
| UNDERSTORY TREES | | |
| | SS | COPPER CURLS® PEKING LILAC |
| SHRUBS | | |
| | HA | ANNABELLE HYDRANGEA |
| | CB | BAYLEY'S RED TWIG DOGWOOD |
| | DL | DWARF BUSH HONEYSUCKLE |
| | JH | HETZL COLUMN JUNIPER |
| | HL | LITTLE QUICK FIRE® PANICLE HYDRANGEA |
| | TA | NORTH POLE® ARBORVITAE |
| | JF | SEA GREEN JUNIPER |
| ORNAMENTAL GRASSES | | |
| | CO | OVERDAM FEATHER REED GRASS |
| | SH | PRAIRIE DROPSIED |
| PERENNIALS | | |
| | HO | STELLA DE ORO DAYLILY |
- * SEE SHEET L-801 FOR PLANT SCHEDULE

WARNING:
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CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

733 MARQUETTE AVE
 SUITE 1000
 MINNEAPOLIS, MN 55402
 PHONE: 612-712-2000
 WWW.STANTEC.COM

CLIENT:

SCANNELL
PROPERTIES

PROJECT TITLE: **PROJECT BLACK BEAR**

CITY OF LAKEVILLE, DAKOTA COUNTY
 MINNESOTA

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026
4	CITY RESUBMITTAL	04/24/2026

CERTIFICATION:
 I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Mark P. Wicks
 MARK P. WICKS
 LICENSE NO.: 56541
 DATE: 02/26/2026

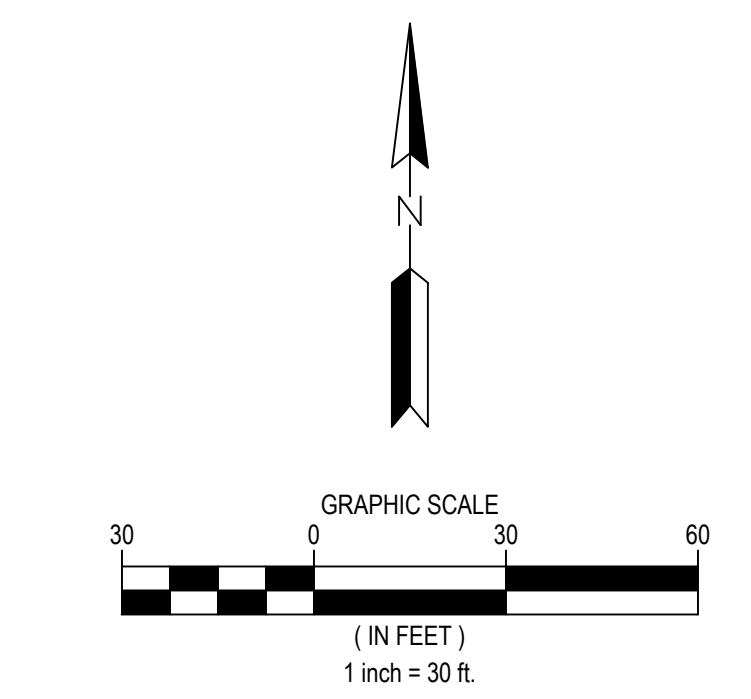
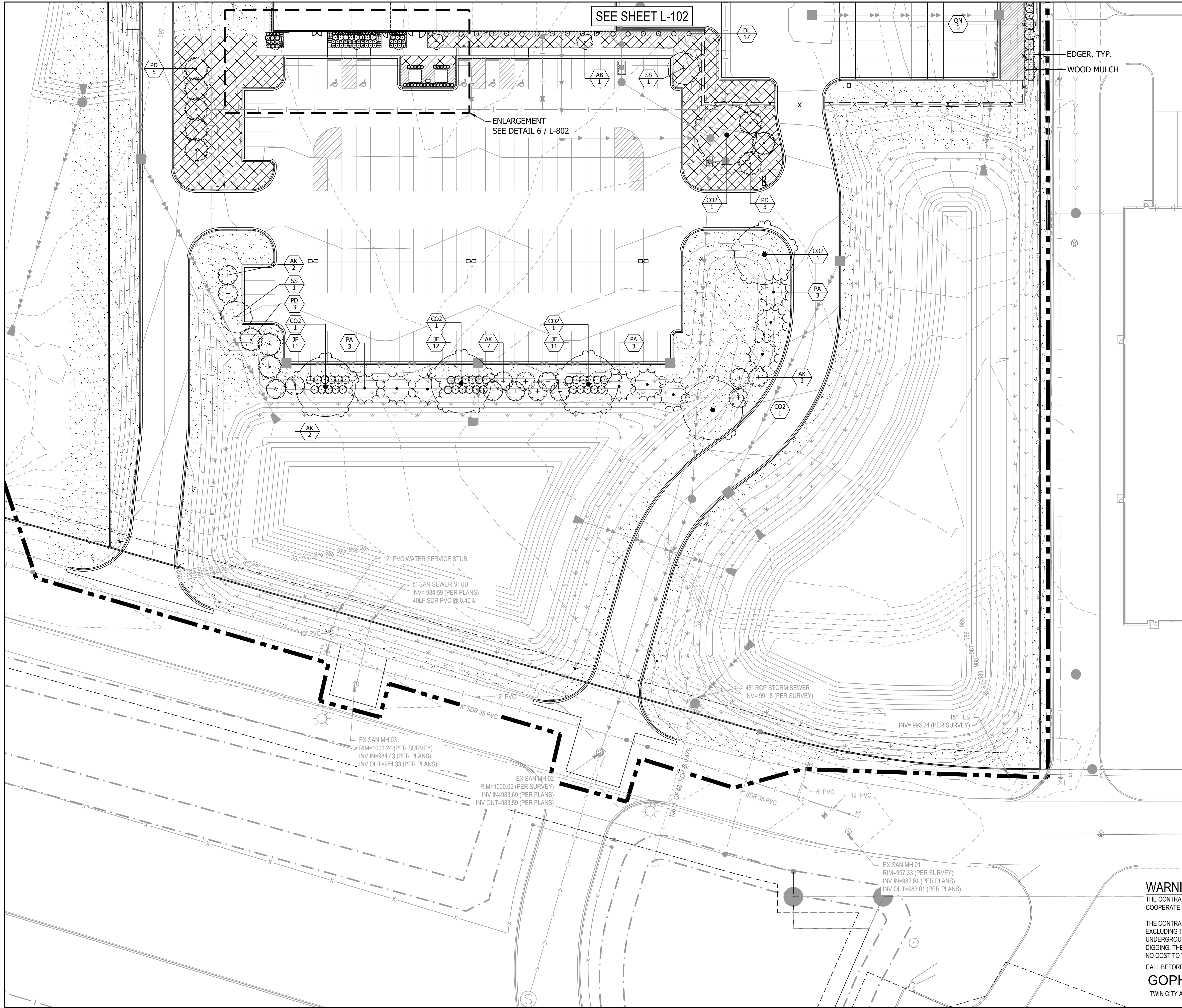
PROJECT NO.: 190300673

DWN BY: JRL CHK'D BY: YMK APP'D BY: PWS
 ISSUE DATE: 04/24/2026

ISSUE NO.: 3

SHEET TITLE: **LANDSCAPE PLAN**

SHEET NO.: **L-102**



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- CURB AND GUTTER
- CONSTRUCTION LIMITS
- FENCE
- RETAINING WALL (BY OTHERS)
- TURF SEED
- TURF SOD
- ROCK MULCH
- WOOD MULCH
- SEED TYPE A
- SEED TYPE B
- AGGREGATE MAINTENANCE STRIP. SEE LANDSCAPE DETAILS
- EDGER

PLANT PALETTE

- | SYMBOL | CODE | COMMON NAME |
|---------------------------|------|-------------------------------------|
| EVERGREEN TREES | | |
| | PD | BLACK HILLS SPRUCE |
| | AK | KOREAN FIR |
| | PA | NORWAY SPRUCE |
| OVERSTORY TREES | | |
| | AB | APOLLOB SUGAR MAPLE |
| | CO2 | COMMON HACKBERRY |
| | QN | KINDRED SPIRIT OAK |
| | BR | RIVER BIRCH CLUMP |
| UNDERSTORY TREES | | |
| | SS | COPPER CURLS PEKING LILAC |
| SHRUBS | | |
| | HA | ANNABELLE HYDRANGEA |
| | CB | BAYLEY'S RED TWIG DOGWOOD |
| | DL | DWARF BUSH HONEYSUCKLE |
| | JH | HETZL COLUMN JUNIPER |
| | HL | LITTLE QUICK FIRE PANICLE HYDRANGEA |
| | JA | NORTH POLE ARBORVITAE |
| | JT | SEA GREEN JUNIPER |
| ORNAMENTAL GRASSES | | |
| | CO | OVERDAM FEATHER REED GRASS |
| | SH | PRAIRIE DROPSOED |
| PERENNIALS | | |
| | HO | STELLA DE ORO DAYLILY |
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Stantec
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CLIENT:

SCANNELL
 PROPERTIES

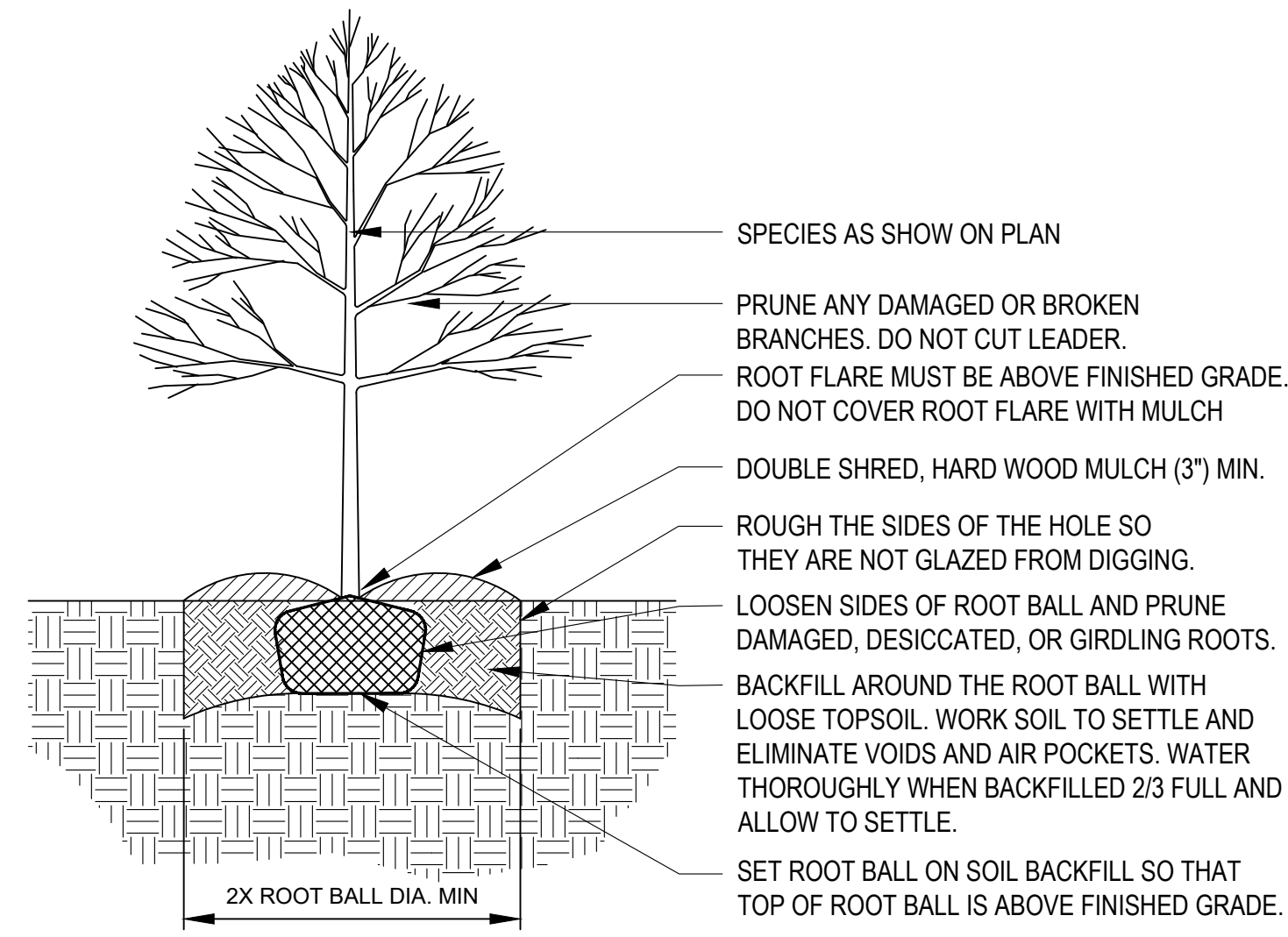
PROJECT TITLE:
PROJECT BLACK BEAR
 CITY OF LAKEVILLE, DAKOTA COUNTY
 MINNESOTA

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	03/02/2026
2	PRELIMINARY BID SET	03/18/2026
3	CITY RESUBMITTAL	04/03/2026
4	CITY RESUBMITTAL	04/24/2026

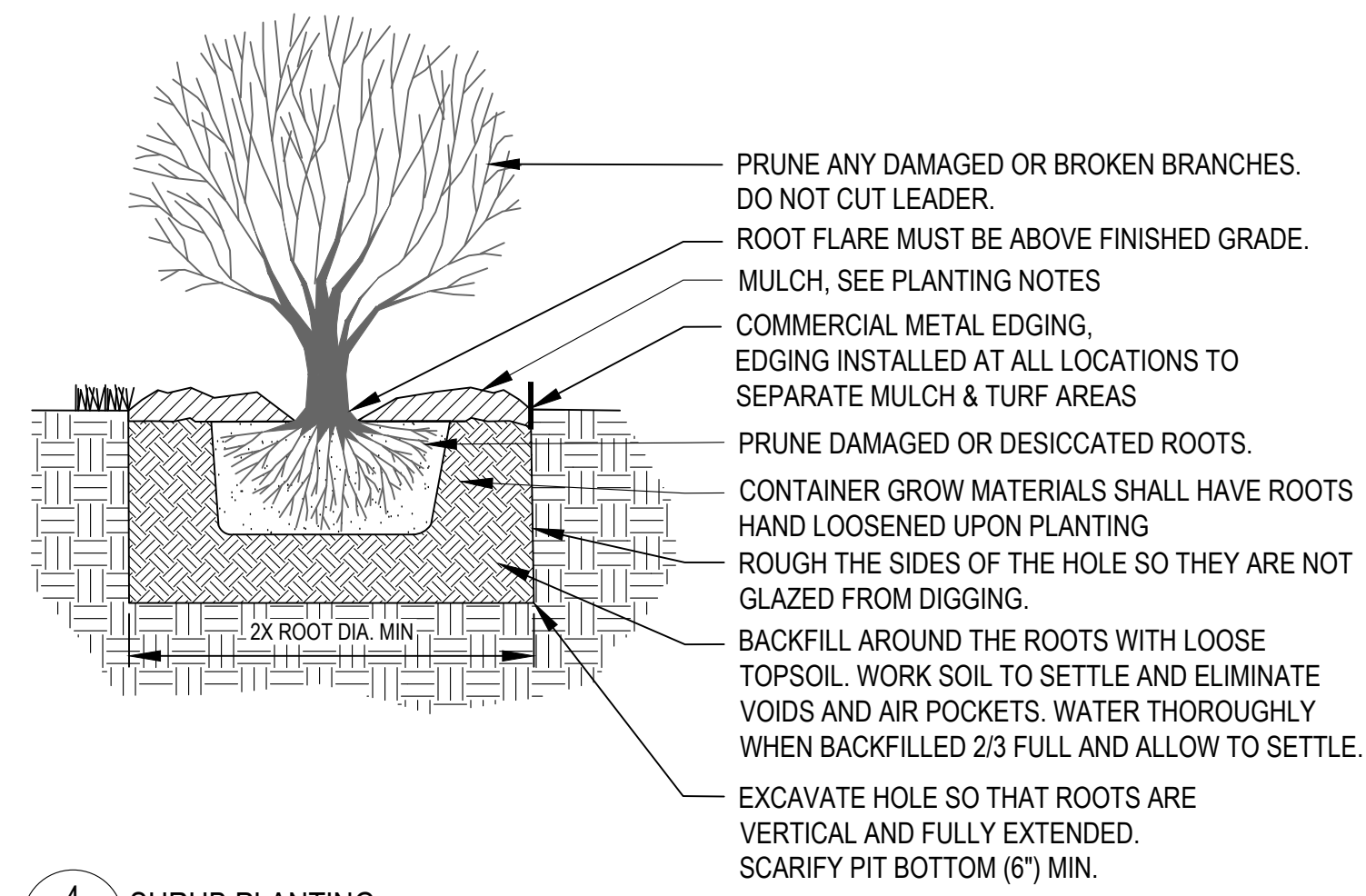
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 MARK PWS
 LICENSE NO.: 56541
 DATE: 02/26/2026

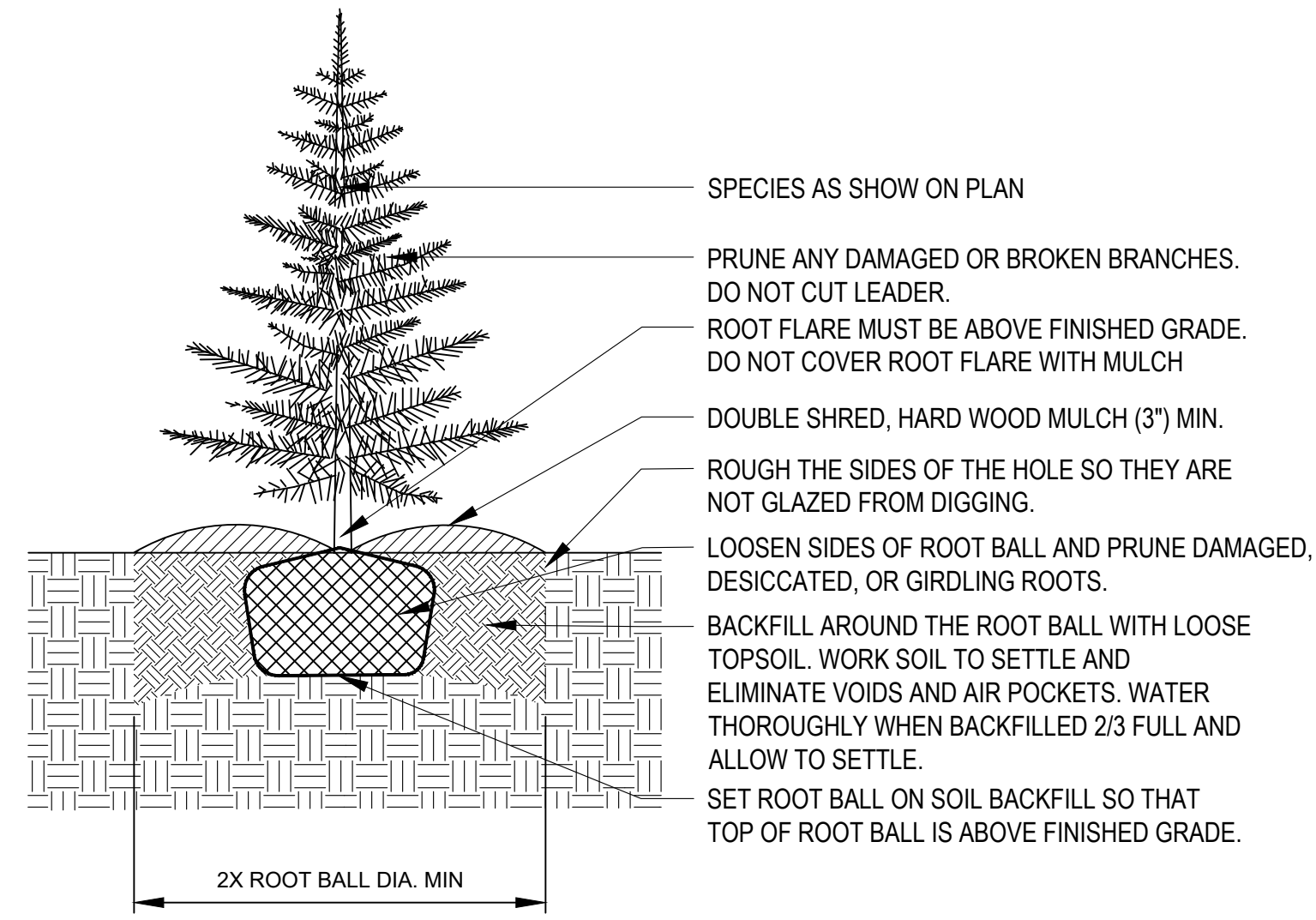
PROJECT NO.:	190300673
DWN BY:	JRL
CHKD BY:	YMK
APPD BY:	PWS
ISSUE DATE:	04/24/2026
ISSUE NO.:	3
SHEET TITLE:	LANDSCAPE PLAN
SHEET NO.:	L-103



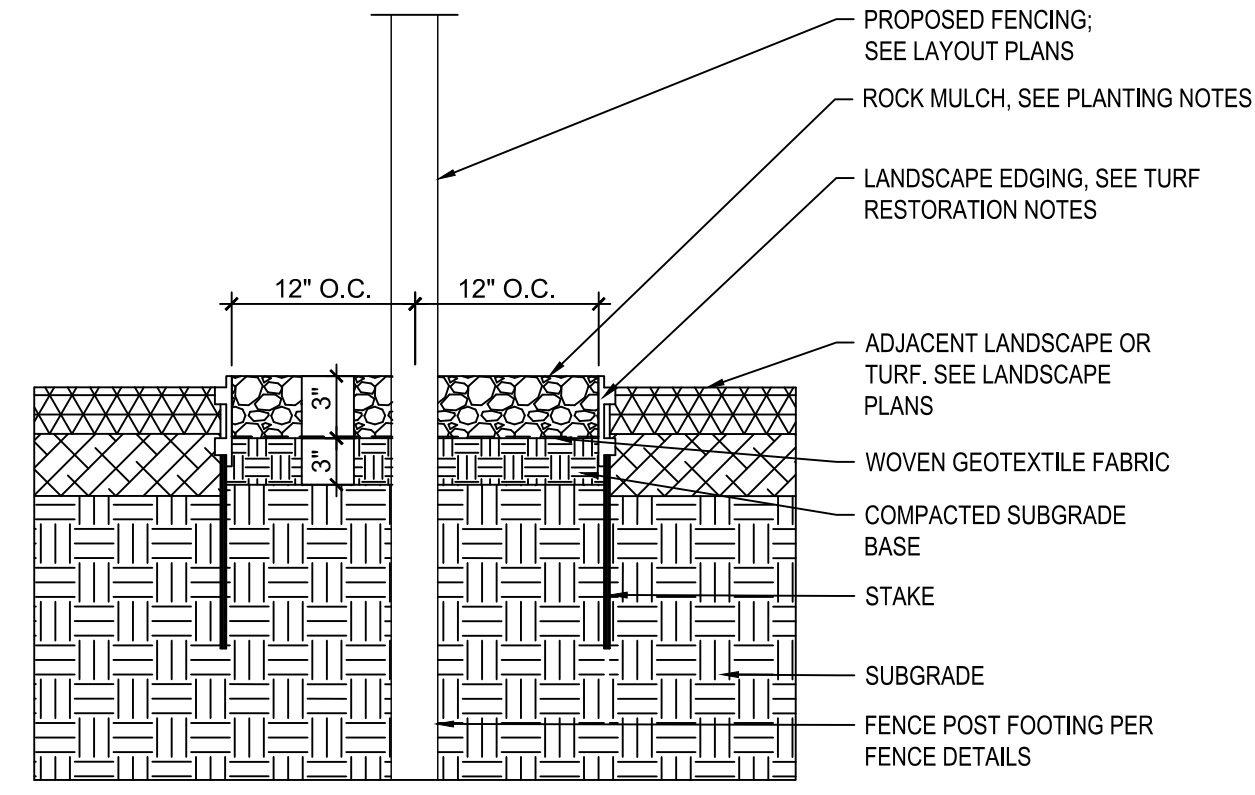
1 DECIDUOUS TREE PLANTING
L-802 NOT TO SCALE



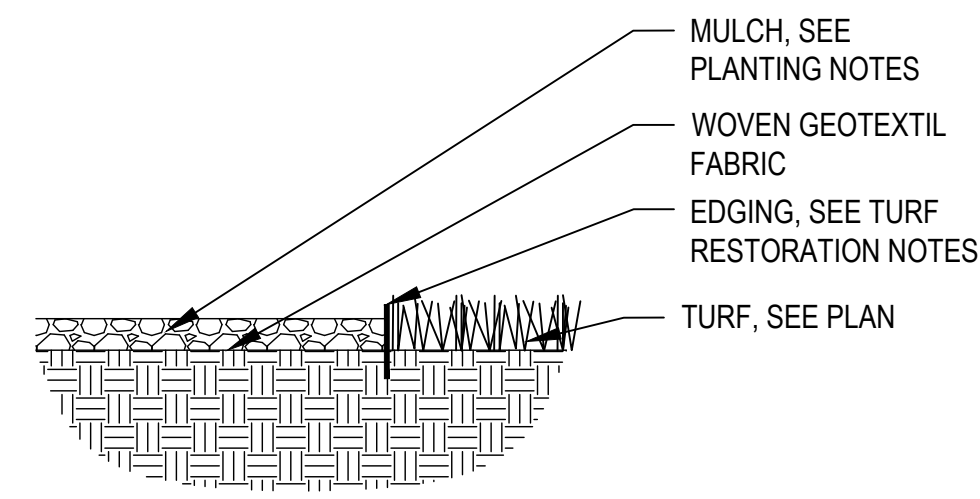
4 SHRUB PLANTING
L-802 NOT TO SCALE



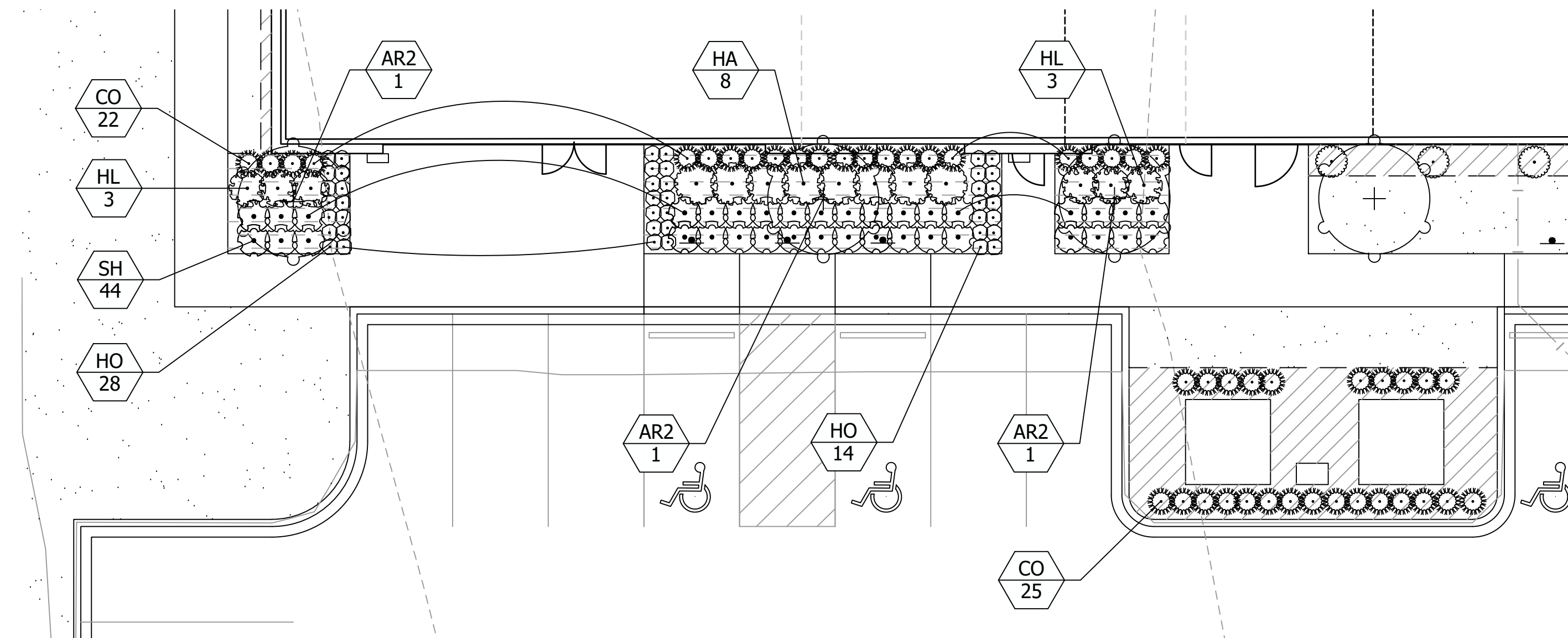
2 CONIFEROUS TREE PLANTING
L-802 NOT TO SCALE



5 AGGREGATE MAINTENANCE STRIP AT FENCELINE
L-802 NOT TO SCALE



3 MULCH WITH EDGER
L-802 NOT TO SCALE



6 LANDSCAPE PLAN ENLARGEMENT
L-802 1"=10'

CLIENT:

PROJECT TITLE

ISSUE NO.:

1

2

3

DESCRIPTION:

CITY SUBMITTAL

PRELIMINARY BID SET

CITY RESUBMITTAL

DATE:

03/02/2026

03/18/2026

04/03/2026

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MARK P. PETERSON
MARK PETERSON

LICENSE NO.: 56541
DATE: 02/26/2026

PROJECT NO.: 190300673

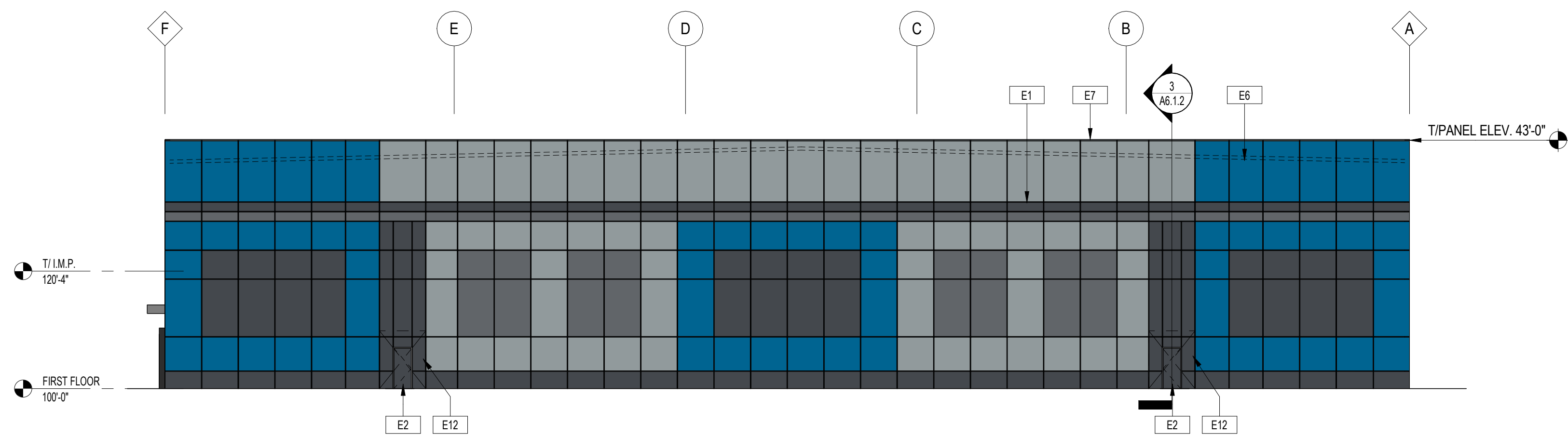
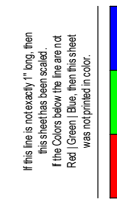
DWN BY: JRL
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APP'D BY: PWS

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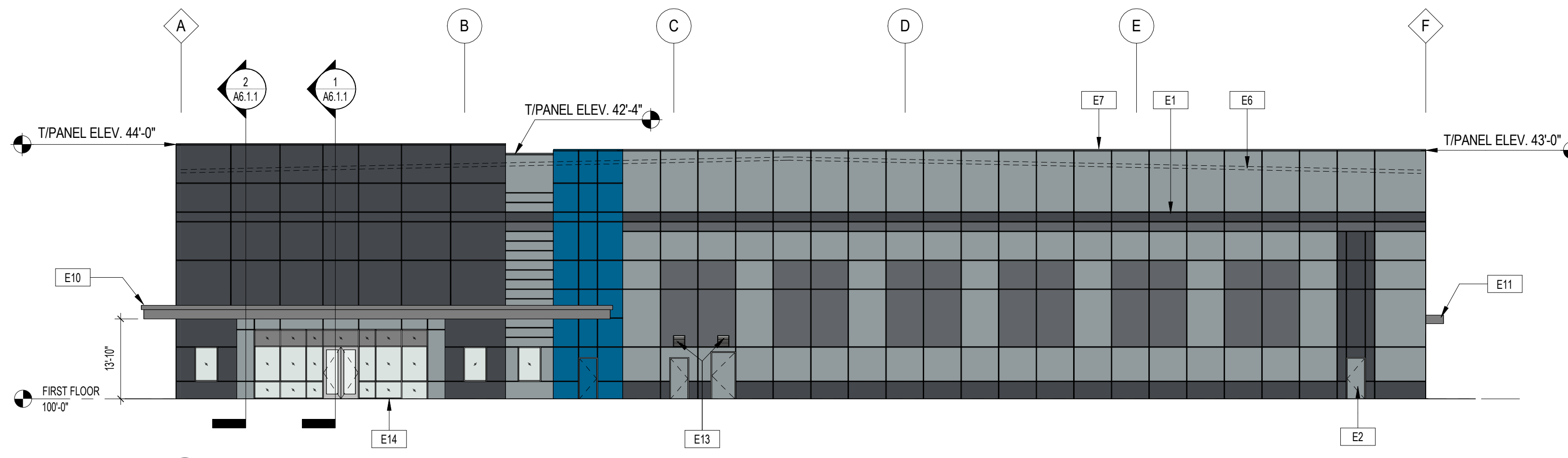
ISSUE NO.: 3

SHEET TITLE:
LANDSCAPE DETAILS

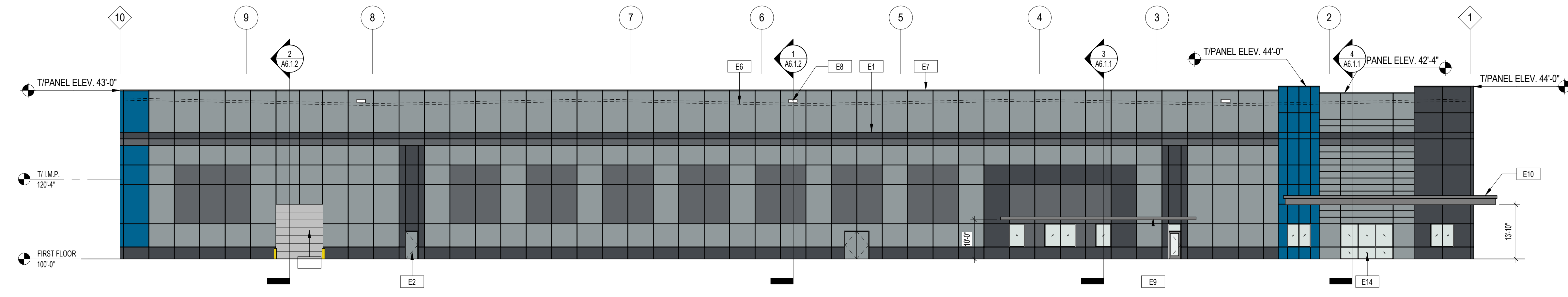
SHEET NO.:
L-802



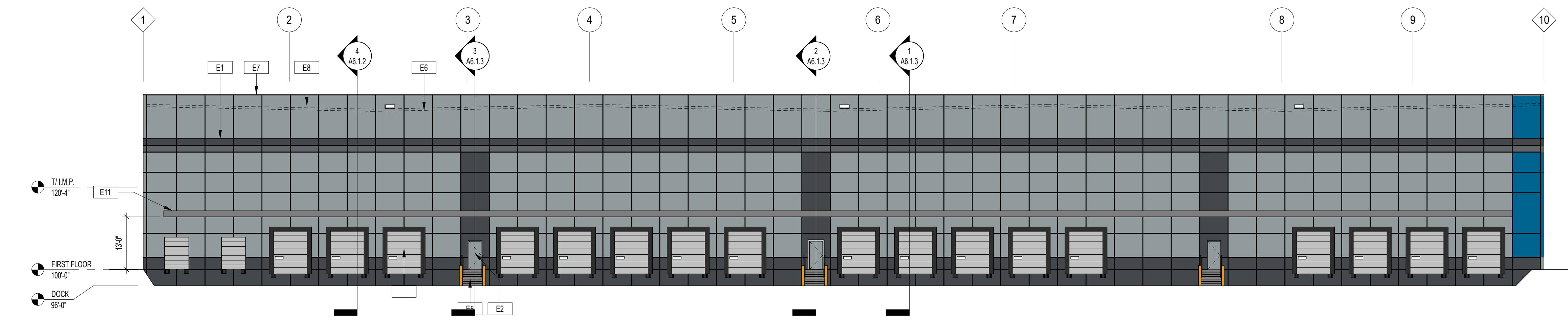
3 NORTH ELEVATION
A5.1.1
1/16" = 1'-0"



4 SOUTH ELEVATION
A5.1.1
1/16" = 1'-0"



1 WEST ELEVATION
A5.1.1
1/16" = 1'-0"



2 EAST ELEVATION
A5.1.1
1/16" = 1'-0"

- ### ELEVATION GENERAL NOTES
- HEIGHT OF ALL WALLS, ROOFS, AND PARAPETS SHOWN ON ELEVATIONS ARE TAKEN FROM THE BUILDING FINISH FLOOR (ELEVATION 100'-0").
 - ALL ELEVATION HEIGHTS ARE SHOWN TO TOP OF CONCRETE PANEL / BOTTOM OF WOOD BLOCKING.
 - VERIFY GRADES AND BUILDING LINE WITH CIVIL DRAWINGS.
 - PAINT ALL EXTERIOR ELECTRICAL EQUIPMENT, BOXES, AND CONDUIT TO MATCH ADJACENT WALL SURFACE.
 - PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL SURFACE.
 - DO NOT PAINT ANY EXTERIOR PREFINISHED MATERIAL.
 - GENERAL CONTRACTOR TO VERIFY AND COORDINATE ALL DOCK EQUIPMENT AND SIGNAGE WITH OWNER.

ELEVATION COLOR LEGEND

ALL MANUFACTURERS LISTED BELOW ARE A BASIS OF DESIGN. ALTERNATE MANUFACTURER AND COLORS WILL BE ACCEPTED IF APPROVED BY OWNER AND ARCHITECT.

EPT-1	PAINTED CONCRETE WALL PANEL MEDIUM TEXTURED SHERWIN WILLIAMS - SW9143 - CADET
EPT-2	PAINTED CONCRETE WALL PANEL MEDIUM TEXTURED SHERWIN WILLIAMS - SW7075 - WEB GRAY
EPT-3	PAINTED CONCRETE WALL PANEL MEDIUM TEXTURED SHERWIN WILLIAMS - SW7076 - CYBERSPACE
EPT-4	PAINTED CONCRETE WALL PANEL MEDIUM TEXTURED BLUE ACCENT (RGB: 0,100,145) EXACT COLOR TO BE PROVIDED BY OWNER
///	1" INSULATED TINTED, VISION GLASS
///	1" INSULATED SPANDREL GLASS

KEYNOTE LEGEND

E1	INSULATED PRECAST CONCRETE PANELS WITH REVEALS (PAINTED)
E2	PERSONNEL DOOR AND FRAME
E5	DOCK STAR WITH HANDRAILS AND GUARDRAILS, ALL EXPOSED STEEL TO BE GALVANIZED
E6	DASHED LINE REPRESENTS ROOF BEYOND - SHOWN FOR REFERENCE ONLY
E7	PREFINISHED METAL COPING CAP - COLOR TO BE SELECTED FROM MANUFACTURER'S STANDARD COLOR OPTIONS
E8	PREFINISHED GALVANIZED METAL OVERFLOW SCUPPER
E9	PREMANUFACTURED METAL CANOPY
E10	ENTRANCE CANOPY - ALUMINUM COMPOSITE ACCENT PANEL "ALUCOBOND - DUSTY CHARCOAL II" AS BASIS OF DESIGN
E11	PREMANUFACTURED DOCK CANOPY (DEPTH NOT TO EXCEED 3'-11")
E12	KNOCKOUT PANEL FOR FUTURE OPENING
E13	PREFINISHED METAL LOUVER, ROUGH OPENING TO BE 1" LARGER THAN OVERALL DIMENSION OF LOUVER (TYP.)
E14	GLAZING IN PREFINISHED, THERMALLY-BROKEN STOREFRONT SYSTEM

GMA
ARCHITECTS
7930 CLAYTON ROAD, SUITE 300
RICHMOND HEIGHTS, MO 63117
P: (314) 822-5191
WWW.GMA-ARCHITECTS.COM

ARCO
NATIONAL CONSTRUCTION
7930 CLAYTON RD
SUITE 300
ST. LOUIS, MO 63117
P: (314) 963-0715
WWW.ARCONATIONAL.COM

CIVIL
Santec Consulting Services
733 Marquette Ave, Suite 1000
Minneapolis, MN 55402

STRUCTURAL
Richard Adams Engineers
7930 Clayton Road, Suite 300
Richmond, Heights, MO 63117

PROJECT
PROJECT BLACKBEAR
215th Street West
Lakeville, MN 55044

NOT FOR
CONSTRUCTION

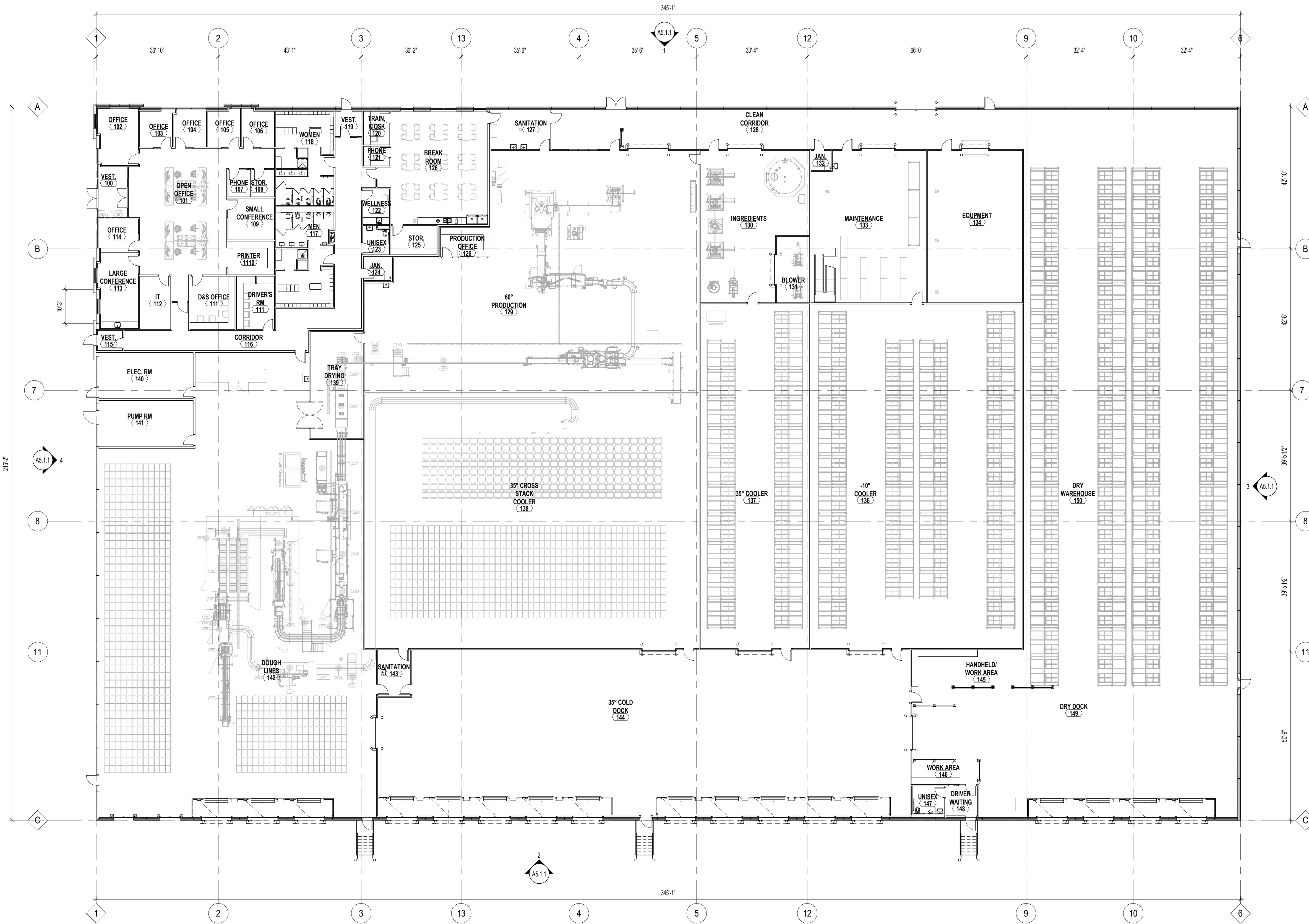
GMA JOB NO: GA1972
ARCO JOB NO: N694
DRAWN BY: AB
ISSUE DATE:

REVISIONS:

#	DESCRIPTION	DATE

SHEET NUMBER
A5.1.1
OVERALL EXTERIOR ELEVATIONS

EXHIBIT J

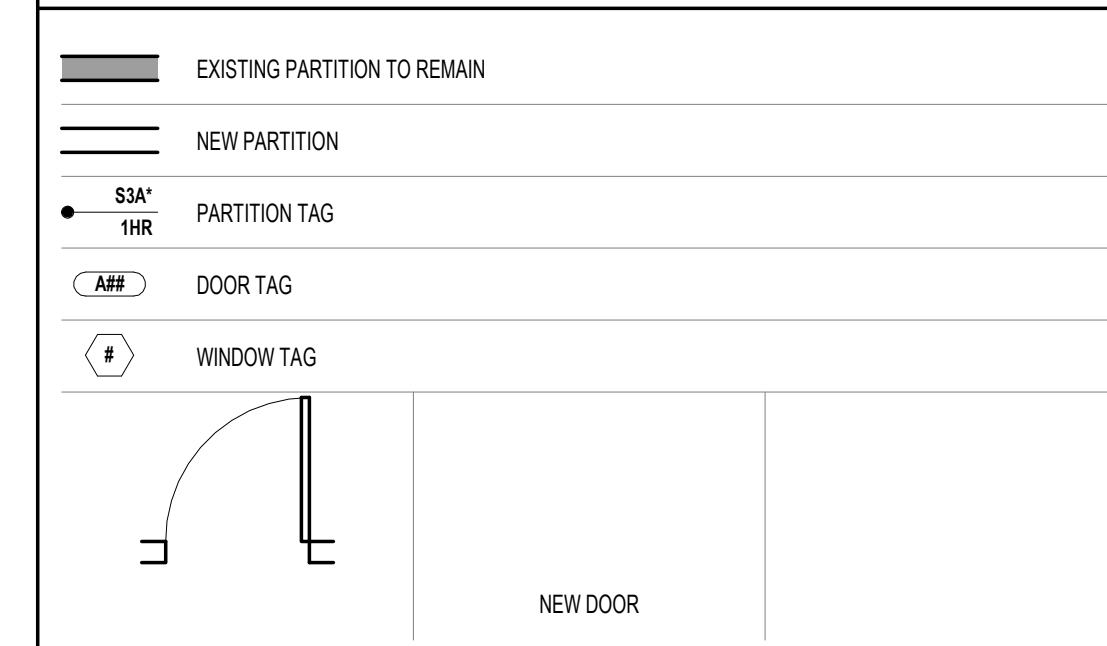


OVERALL FLOOR PLAN
 1/16" = 1'-0"

FLOOR PLAN GENERAL NOTES:

- CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AT THE JOB SITE AND NOTIFY ARCHITECT OF ANY OMISSIONS, DISCREPANCIES, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
- ALL PLAN BACKGROUND FEATURES SUCH AS RACKING, EQUIPMENT, FURNITURE, ETC. ARE LIGHTENED ON THE FLOOR PLANS AND ARE SHOWN FOR COORDINATION PURPOSES ONLY. THEY ARE NOT TO BE CONSIDERED A PART OF THIS PERMIT NOR SHALL THEY BE USED FOR FIELD DIMENSIONING (SCALING).
- NEW CONCRETE FLOORS SHALL BE CURED WITH (1) COAT OF A LIQUID MEMBRANE COMPOUND AND A DENSIFIER.
- CLEAN AND RECAULK ALL EXPOSED CONCRETE FLOOR JOINTS (NEW AND EXISTING) WITH TWO-COMPONENT, SELF-LEVELING, POLYURETHANE ELASTOMERIC SEALANT, EQUAL TO SIKKA 51, CHEMTRON 2010, OR MM-80. FLOOR JOINTS LOCATED IN OFFICE AREAS WITH FLOOR COVERINGS SHALL NOT BE CAULKED.
- GENERAL CONTRACTOR TO VERIFY WITH OWNER THE TYPE OF BATTERY IN MATERIAL HANDLING EQUIPMENT. IF LEAD ACID, PROVIDE EPOXY RESINUS FLOOR COATING, EYE WASH STATION, NEUTRALIZATION BASIN, AND EXHAUST LOUVER.
- SEE STRUCTURAL DRAWINGS FOR ALL CONTROL JOINT AND CONSTRUCTION JOINT LOCATIONS AND ASSOCIATED DETAILS IN MASONRY WALLS, CONCRETE WALLS, AND FLOOR SLABS.
- GENERAL CONTRACTOR TO COORDINATE FLOOR SLAB CONTROL JOINT AND CONSTRUCTION JOINT LOCATIONS WITH FINAL RACKING LAYOUT.
- ALL EXTERIOR AND EXPOSED INTERIOR CONCRETE AND MASONRY WALL JOINTS SHALL INCLUDE BACKER ROD AND BE CAULKED USING A TWO-COMPONENT, NON-SAG, POLYURETHANE ELASTOMERIC SEALANT OR EQUAL.
- ALL CONCRETE WALL PANEL JOINT DIMENSIONS ARE TAKEN TO CENTERLINE OF PANEL JOINT UNLESS NOTED OTHERWISE.
- EXTERIOR PAINT SYSTEM FOR THE CONCRETE WALL PANELS SHALL CONSIST OF (1) COAT OF RESISTANT PRIMER AND (1) COAT OF A MEDIUM TEXTURE PAINT.
- ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES SHALL BE PAINTED.
- ALL BOLLARDS / GOAL POSTS, DOCK PIT CHANNEL / ANGLE, FIRE RISERS, CURB ANGLE, AND ROOF LADDERS SHALL BE PAINTED.
- ALL EXPOSED WAREHOUSE COLUMNS SHALL BE PAINTED (SEE FLOOR PLAN KEYNOTES FOR MORE INFORMATION). PAINT 4'-0" HEIGHT RED BAND IMMEDIATELY BELOW BOTTOM CHORD OF BAR JOIST OF INTERIOR COLUMNS EQUIPPED WITH FIRE EXTINGUISHERS.
- ALL INTERIOR STEEL AND BRACING SHALL BE FACTORY PRIMED.
- ALL INTERIOR STEEL HANDRAILS AND GUARDRAILS SHALL BE PAINTED WITH (2) COATS OF SAFETY YELLOW.
- GLAZING AND FRAME SUPPLIERS SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
- DOORS SHOWN ADJACENT TO WALLS ARE TYPICALLY 2" FROM WALL TO OUTER FACE OF DOOR FRAME UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS TO STUD FRAMED PARTITIONS ARE TO OUTSIDE FACE OF GYPSUM BOARD.
- BLOCKING SHALL BE PROVIDED IN ALL WALLS AS REQUIRED / RECOMMENDED FOR THE SUPPORT OF MILLWORK, HANDRAILS, TOILET PARTITIONS AND ACCESSORIES, ETC. COMBUSTIBLE MATERIALS IN TYPES I AND II CONSTRUCTION SHALL COMPLY WITH IBC 2018, SECTION 603.1.
- PROVIDE MOISTURE RESISTANT GYPSUM BOARD OR CEMENT BOARD AT ALL WET WALLS.
- PROVIDE MOISTURE RESISTANT GYPSUM BOARD AROUND EXTERIOR OPENINGS, IN ALL DIRECTIONS, FOR 2'-0" INTO THE BUILDING.
- PROVIDE FLOOR MATERIAL TRANSITIONAL STRIPS WHERE REQUIRED BY CHANGE IN MATERIAL.
- PROVIDE ACCESS PANELS AS REQUIRED, COORDINATE WITH M.E.P. & F.P.
- ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL, OR OTHER ACCEPTABLE METHODS TO REDUCE THE AMOUNT OF DUST, WATER AND DEBRIS WHICH MAY COLLECT IN THE SYSTEM AT THE TIME OF ROUGH INSTALLATION AND DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT.
- CONTROL JOINTS IN GYPSUM BOARD WALL ASSEMBLIES SHALL BE INSTALLED WHERE INDICATED ON THE PLANS AND WHERE THE FOLLOWING CONDITIONS EXIST:
 - A CONTROL JOINT SHALL BE INSTALLED WHERE A PARTITION, WALL, OR CEILING TRAVERSES A CONSTRUCTION JOINT (EXPANSION, SEISMIC OR BUILDING CONTROL ELEMENT) IN THE BASE BUILDING STRUCTURE.
 - CONTROL JOINTS SHALL BE INSTALLED WHERE A WALL OR PARTITION RUNS IN AN UNINTERRUPTED STRAIGHT PLANE EXCEEDING 25'-0".
 - WHERE A CONTROL JOINT OCCURS IN AN ACoustICAL OR FIRE-RATED SYSTEM, BLOCKING SHALL BE PROVIDED BEHIND THE CONTROL JOINT BY USING A BACKING MATERIAL SUCH AS 5/8" TYPE X GYPSUM BOARD, MINERAL FIBER, OR OTHER TESTED EQUIVALENT. SEE DETAIL X1A.X.X.
- WHERE CONTROL JOINTS ARE INSTALLED IN NON-RATED ASSEMBLIES AND ARE PARALLEL TO THE FRAMING MEMBERS, A FRAMING MEMBER IS REQUIRED ON EACH SIDE OF THE OPENING - SEE DETAIL X1A.X.X.

FLOOR PLAN LEGEND



KEYNOTE LEGEND

#	DESCRIPTION	DATE

GMA
 ARCHITECTS
 7930 CLAYTON ROAD, SUITE 300
 RICHMOND HEIGHTS, MO 63117
 P: (314) 822-5191
 WWW.GMA-ARCHITECTS.COM

ARCO
 NATIONAL CONSTRUCTION
 7930 CLAYTON RD
 SUITE 300
 ST. LOUIS, MO 63117
 P: (314) 963-0715
 WWW.ARCONATIONAL.COM

CIVIL
 Starline Consulting Services
 733 Marquette Ave, Suite 1000
 Minneapolis, MN 55402

STRUCTURAL
 Richard Adams Engineers
 7930 Clayton Road, Suite 300
 Richmond, Heights, MO 63117

PROJECT
PROJECT BLACKBEAR
 215th Street West
 Lakeville, MN 55044

NOT FOR
 CONSTRUCTION

GMA JOB NO: G41972
 ARCO JOB NO: N694
 DRAWN BY: AB
 ISSUE DATE:

#	DESCRIPTION	DATE

SHEET NUMBER
A2.1.1
 OVERALL FLOOR PLAN

To: Kris Jenson
 20195 Holyoke Avenue, Lakeville, MN,
 55044

From: Patrick Sveum
 Minneapolis

Project/File: 190300673
 Date: April 3, 2026

Reference: Project Blackbear City Submittal Package Application (REV-1)

The proposed development supports a 24-hour operational facility with multiple overlapping shifts, centralized Team Member parking, internal training functions, and high-volume logistics activity. Parking demand is driven by peak shift overlap, daytime leadership presence, periodic training events, and future staffing growth associated with planned building expansion, rather than a single-shift or traditional office use. The following narrative and tables quantify and justify the required auto and trailer parking supply.

Operational Staffing and Peak Auto Parking Demand

The facility operates continuously with three primary work shifts and rotating site leadership. While total staffing is distributed across the day, overlap between shifts results in peak parking demand during daytime hours. In addition to shift-based staff, approximately 10 site leaders rotate among shifts but are predominantly onsite during the 8:00 AM daytime window.

Shift Start Time	Shift Duration	Team Members per Shift
12:00 AM-10:00 AM	10 hours	20
8:00 AM-6:00 PM	8–10 hours	30
3:00 PM-1:00 AM	8–10 hours	18
Subtotal	—	68

Peak Shift Overlap and Auto Parking Demand (No Training Event)

The highest parking demand occurs during daytime overlap periods, when incoming, outgoing, and leadership staff are present concurrently. This condition represents a realistic worst-case daily scenario for auto parking and is used as the baseline for determining required stall counts.

Category	Estimated Vehicles
8:00 AM-6:00 PM Shift Staff	30
Site Leadership	10
Partial Overlap – Overnight Shift	5
Partial Overlap – Afternoon Shift	5
Estimated Peak Demand	50 vehicles

Internal Training Events and Temporary Parking Surge

The site hosts quarterly internal training sessions that temporarily increase parking demand. These training courses are operationally necessary and occur onsite for efficiency. They include up to 25 team members for a duration of 1-5 business days and primarily occur during daytime operations. Although training-related demand is temporary, parking must be available onsite to prevent overflow into truck circulation areas or off-site locations.

Category	Estimated Vehicles
Baseline Peak Demand	50
Training Participants	25
Total Peak Demand During Training	75 vehicles

Future Building Expansion and Long-Term Parking Needs

A future 25,000-square-foot building expansion is planned and is anticipated to consist of additional warehousing space. This expansion will result in incremental hiring of Team Members, and therefore increased parking demand beyond initial the needs. Providing these stalls now ensures long-term site functionality and avoids future operational impacts. Although all the parking for the future expansion is not required on Day 1, it is preferred to be constructed as part of the initial development due to:

- Centralized parking requirements for safety and security
- Avoidance of phased construction in active operational areas
- Minimizing disruption to Team Members and site circulation

Item	Assumption
Expansion Area	25,000 SF
Use Type	Warehouse / Operations
Estimated Additional Staff	15–25 Team Members
Additional Auto Parking Demand	15–25 stalls
Total Peak Demand During Training	100 vehicles

Trailer Parking Supply and Daily Utilization

Trailer parking is an essential component of daily operations and must be fully accommodated onsite to maintain safe circulation and efficient loading activities. Dedicated trailer stalls prevent encroachment into drive aisles and employee parking areas and are necessary to support ongoing logistics operations. Industry-standard design practices include offsetting perimeter fencing from the back of curb to allow for

Reference: Project Blackbear City Submittal Package Application

trailer overhang when drivers back wheels to the curb, avoiding fence conflicts. Given the industrial setting and the long-term storage of trailers, a gravel surface is more appropriate and maintainable than turf. The area behind the back of curb will not be used by vehicles or pedestrians and is not intended for storage.

Trailer Type	Quantity	Rotation Frequency
Cart Trailers (Permanent)	8	Remain onsite
Pallet Trailers	2	Rotate ~2x/week
Box Trailers	2	Daily rotation
Domino's Trailers	24	Daily rotation
Vendor Inbound Trailers	7-10	Daily rotation
Total Trailers Onsite (Typical Day)	43-46	—
Future growth/demand	14-17	
Total Proposed	60	

As demonstrated above, the proposed number of auto and trailer parking is based on operational demand, including:

- Peak shift overlap conditions
- Leadership staffing patterns
- Periodic internal training events
- Centralized parking for safety
- High-volume trailer activity
- Anticipated future staffing from planned expansion

The requested number of auto and trailer parking stalls is necessary and appropriate for the proposed use and represents a proactive approach to operational safety, efficiency, and long-term site functionality. Constructing the full parking buildout as part of the initial development minimizes future disruption and ensures the site operates as intended from both a short-term and long-term perspective.

Reference: Project Blackbear City Submittal Package Application

Parking Requirements based on building use

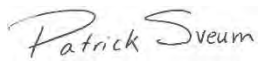
BUILDING USE	TOTAL BLDG AREA (SF)	90% BLDG AREA (SF)	CODE REQ.	# OF PARKING STALLS
OFFICE	7,533.00	6,779.70	4 SPACES/1,000 SF	27.12
MANUFACTURING	13,225.00	11,902.50	1 SPACE/600 SF	19.84
WAREHOUSE	53,673.00	48,305.70	1 SPACE/2,000 SF	24.15
FUTURE WAREHOUSE	24,726.00	22,253.40	1 SPACE/2,000 SF	11.13
TOTAL	99,157.00	89,241.30	-	82.24

The project design is proposing a total of 142 employee parking spaces, which consists of 137 standard spaces and 5 ADA accessible spaces. This results in a 171.1% of the calculated code minimum requirement and 39 parking spaces over the 125% code maximum which is triggering the CUP application.

PROPOSED CUP APPLICATION DESIGN			
PARKING CALCULATIONS	REQUIRED SPACES	PROPOSED	PERCENT
STANDARD SPACES	79	137	-
ADA SPACES	4	5	-
TOTAL SPACES	83	142	171.1%
CODE MAX WITHOUT CUP (125%)	83	103	124.1%
DELTA OF SPACES OVER 125%	-	39	47.0%

Best regards,

Stantec Consulting Services Inc.



Patrick Sveum P.E. (MN)
 Senior Associate, Civil Engineer
 Phone: 952-334-3933
 patrick.sveum@stantec.com

stantec.com



Dakota County Surveyor's Office

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

April 9, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION**

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 (215th St.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed plat is a replat for two lots and one outlet. The eastern lot is an industrial building, and the western lot along Jacquard Avenue is planned for a Kwik Trip site. The right-of-way needs are 75 feet of half right of way along CSAH 70 for a 4-lane divided roadway, which have been met. Access spacing along CSAH 70 for a future principal arterial roadway are ½ mile full access and ¼-mile access for restricted access locations. Access to site will be from Jacquard Avenue and 217th Street West. Restricted access should be shown along all of Lots 1 and 2 along CSAH 70. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars. As noted, a city sidewalk is recommended along Jacquard to the CSAH 70 intersection for the Kwik Trip site. As discussed, the County Transportation/Traffic Department will evaluate and determine if a traffic study is necessary.

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

Traffic volumes on CSAH 70 are 9,700 ADT and are anticipated to be 18,000 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".

Todd B. Tollefson
Secretary, Plat Commission

c: Jake Kurth, Scannell

EXHIBIT L



Memorandum

To: Kris Jenson, Planning Manager

From: Chloe Anderson, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Zach Jorgensen, City Forester

Copy: Zach Johnson, City Engineer
Jon Nelson, Assistant City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: April 30, 2026

Subject: Interstate South Logistics Park Fourth Addition

- Preliminary Plat Review
- Preliminary Erosion and Sediment Control Plan Review
- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan Review
- Preliminary Tree Preservation Plan Review

BACKGROUND

Scannell Properties #496, LLC has submitted a preliminary plat named 'Interstate South Logistics Park Fourth Addition', also known as 'Project Black Bear', and plans to construct a cold storage facility with loading docks and a parking lot. The proposed subdivision is located south of 215th Street (CSAH 70) and east of Jacquard Avenue. The parent parcels consist of Outlot A & B, Interstate South Logistics Park and Outlot A, Interstate South Logistics Park Third Addition, zoned I-1, Light Industrial.

The preliminary plat consists of two (2) lots within one (1) blocks and one (1) outlot on 37.90 acres.

The outlot created with the preliminary plat shall have the following use:

Outlot A (20.90 acres): Future development; to be retained by the Developer

The proposed development will be completed by:

Developer: Scannell Properties, Inc.
Engineer/Surveyor: Stantec Consulting Services, Inc.

SITE CONDITIONS

The Interstate South Logistics Park Fourth Addition site is undeveloped. A majority of the property was mass graded with the development of Interstate South Logistics Park Third Addition. Two wetlands were identified within the parent parcels and have been previously delineated and mitigated. The land generally slopes from the west to the east.

The site is bounded by 215th Street (CSAH 70) to the north, Jacquard Avenue to the east, and 217th Street to the south. Existing public infrastructure is available adjacent to the site, including watermain, sanitary sewer, and storm sewer facilities.

EASEMENTS

Several easements for communication, gas pipeline, transmission line, highway, and utility purposes exist across the parent parcels and will remain with the development improvements.

The existing drainage and utility easement, recorded as Document No. 3419355, shall be vacated with the preliminary plat and reestablished with the final plat. Perimeter drainage and utility easements shall be provided with the preliminary and final plat in accordance with City Ordinance requirements.

SPECIAL ASSESSMENTS

No special assessments have been identified related to the subject preliminary plat boundary.

STREET AND SUBDIVISION LAYOUT

215th Street (CSAH 70)

Interstate South Logistics Park Fourth Addition is located south of and adjacent to 215th Street, a Principal Arterial roadway as identified in the City's Comprehensive Transportation Plan. 215th Street 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 by the Dakota County Plat Commission at its April 8, 2026 meeting.

Jacquard Avenue

Interstate South Logistics Park Fourth Addition is located east of and adjacent to Jacquard Avenue, a major collector as identified in the City's Comprehensive Transportation Plan.

Jacquard Avenue is constructed adjacent to the plat as a 40-ft wide rural roadway with paved shoulders within a 100-foot right-of-way. Jacquard Avenue provides a signalized access intersection to 215th Street for the industrial development area.

217th Street

Interstate South Logistics Park Fourth Addition is located north of and adjacent to 217th Street a minor collector roadway as identified in the City's Transportation Plan. 217th Street has been constructed as 40-ft wide rural section roadway to promote infiltration and stormwater treatment within 80-ft of right-of-way. Two driveway access points are proposed from 217th Street.

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

Development includes the grading and restoration of public trails. Bituminous trails will be constructed along the south side of 215th Street (CSAH 70) (10-feet 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 plat's 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

Interstate South Logistics Park Fourth Addition is located within sub-district SC-10180 and SC-10410 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

A private sanitary sewer service will be extended from the sanitary sewer within 217th Street for development within Lot 1, Block 1, Interstate South Logistics Park Fourth Addition.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and must be paid with the final plat.

Final locations and sizes of all sanitary sewer facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

WATERMAIN

Development of Interstate South Logistics Park Fourth Addition includes the extension of private watermain from an existing stub along 217th Street to provide domestic and fire suppression service for the development. The Lateral Watermain Charge must be paid for the 12-inch watermain installed with City Project 20-05 with the final plat.

Final locations and sizes of all watermain facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

OVERHEAD LINES

Great River Energy (GRE) has an existing electric transmission line along 215th Street. This transmission line is not required to be buried as it has been identified as a high voltage line.

DRAINAGE AND GRADING

Interstate South Logistics Park Fourth Addition is located within subdistrict SC-199 of the South Creek District of the City's Comprehensive Water and Natural Resources Management Plan.

Development includes the construction of one (1) dry detention basin and two (2) wet detention basins. The private basins will be located on Lot 1, Block 1 and will treat runoff generated from the proposed subdivision. 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.

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

STORM SEWER

Development of Interstate South Logistics Park Fourth Addition includes the construction of private storm sewer systems. The privately-owned and maintained storm sewer will be located within Lot 1, Block 1, Interstate South Logistics Park Fourth Addition and will collect and convey stormwater runoff generated from within the development to the stormwater management basin.

Drain tile construction is required in areas of non-granular soils within the development for the street sub-cuts and lots. Any additional drain tile construction, including perimeter drain tile 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 parcel and must be paid with the final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

The development is shown on the Flood Insurance Rate Map (FIRM #27037C0194E 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

There are no wetlands within the project area. There were two farmed wetland areas to the west of the site that were previously delineated and mitigated.

TREE PRESERVATION

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 has been reviewed by the city and revisions are needed prior to any grading on the site. The SWPPP will need to be submitted and approved by City staff prior to start of any activity on the site. 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 Interstate South Logistics Park Fourth Addition preliminary plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.



Date: 5/18/2026

Review Q1 2026 Financial Reports

Proposed Action

No formal action required. For discussion only.

Overview

The attached financial report analysis offers readers a narrative overview of the financial activities for the City's General, Communications, Debt Service (for FiRST Center), and Enterprise Funds for the first quarter ending March 31, 2026. These are unaudited numbers, but are a fair representation of the 2026 activity.

Supporting Information

1. 2026 1st Qtr Financial Report

<p>Financial Impact: \$ Budgeted: Yes Source: Taxes, Intergovernmental Revenues, Charges for Services, Franchise Fees Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director</p>
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FINANCIAL HIGHLIGHTS:

The following financial report and analysis offers readers a narrative overview of the financial activities of the City for the three-month period ended March 31, 2026. This report covers the General Fund, Communications Fund, Liquor Fund and Utility Operating Funds. The readers are encouraged to consider the information presented here in conjunction with the unaudited financial statements attached to this report, the adopted budget, and the five-year Capital Improvement Plan.

General Fund - Revenues

❖ *Property tax revenues.*

- Tax payments from Dakota County are received in two installments in June and December. The General Fund property tax revenues are anticipated to be \$34.5 million for 2026.

❖ *Licenses and Permits.*

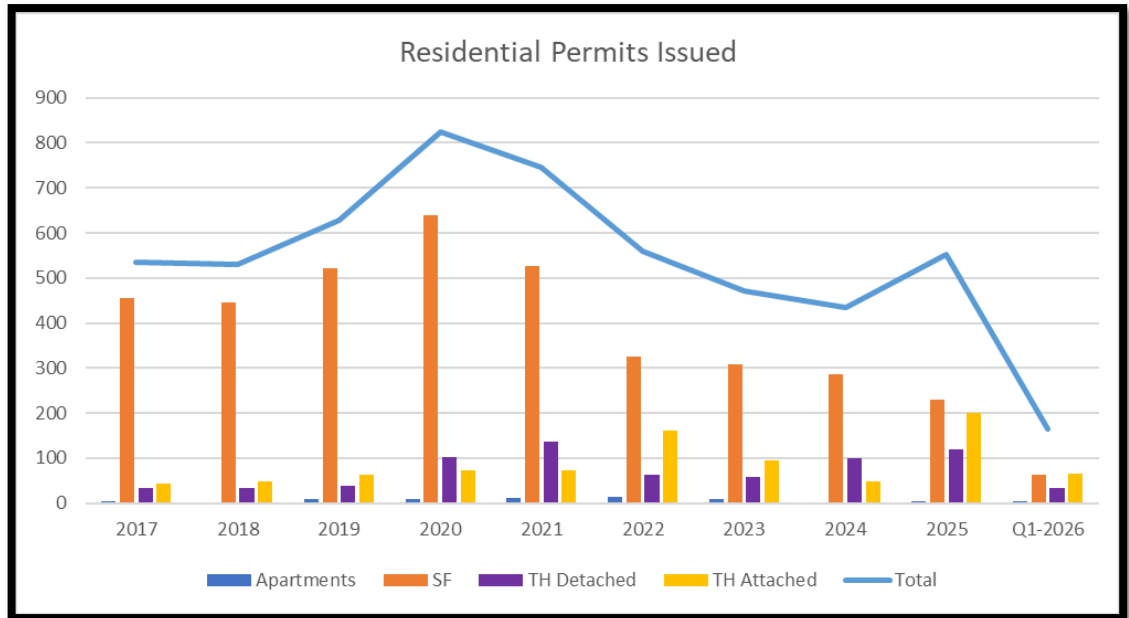
- Licenses and permits were lower than the first quarter budget by \$28,000. Overall permit revenue increased \$277,000 over the prior year. The following chart illustrates the 2026 actual number of building permits as well as a comparison to prior year actuals.

Permit Type	YTD 1st Quarter 2025	2026 Adopted Budget	YTD 1st Quarter 2026
Single Family	58	250	63
Townhome	59	200	97
Apartments (Units)	-	10 (127 units)	4 (51 units)
Commercial	-	3	3
Industrial	-	3	-

- Year-to-date permits issued through May 13, 2026 are as follows:
 - Single Family – 83
 - Townhome – 124
 - Apartments – 4 (51 units)
 - Commercial - 8

❖ *Historical Building Permits*

- As shown in the chart below, building permits for single-family experienced record-breaking activity in 2019, 2020 and 2021. Permit activity has since stabilized, reflecting steady growth similar to pre-pandemic trends. The composition of permits continues to evolve, with an increasing share of townhome and apartment complex developments.



❖ *Intergovernmental.*

- Police and fire aid and grant revenues are typically received in the third and fourth quarters. Grant revenues exceeded the prior year same-period amount by \$400,000, primarily due to the Fire Department's SAFER grant, a monthly reimbursement that funded the hiring of 15 full-time firefighters near the end of first quarter 2025 through 2028.

❖ *Charges for Services*

- Charges for services are within budget and exceeded prior year same-period levels by \$158,000, with the majority of revenues anticipated in the summer months when the activity levels peak.

❖ *Court Fines.*

- Revenues from court fines total \$53,000 representing 24% of the budget estimates and are slightly lower than 2025. Court fine revenues and the membership fees paid to the Dakota 911 are both impacted by the number of CAD calls.

❖ *Investment Revenue and Miscellaneous.*

- Investment income totaled approximately \$70,000, reflecting market conditions throughout first quarter of 2026. The City generally holds investments until maturity; therefore, any temporary market value adjustments are expected to be recovered in future periods.

❖ **General Fund - Expenditures**

Total expenditures are approximately \$746,000 higher than the same period in 2025 and are 20 percent of the 2026 budget.

- ❖ *Personnel.* Expenditures for the first quarter on personnel are 20 percent of the 2026 budget. Employee vacancies and transitions have resulted in lower costs than expected.
- ❖ *Motor Fuels.* Motor fuels through March 31 are at 19 percent of the 2026 budget. Fuel expense is \$5,000 higher than the same period in 2025 as fuel costs continue to fluctuate. The City does have a contract for fuel prices in place to mitigate some of the price increases.
- ❖ *Street Chemicals.* 2026 salt purchases are \$68,000 higher than the same period in 2025 and are 83 percent of the annual budget. Purchases at the end of the 2026 winter season will be stored at the Central Maintenance Facility and will be utilized in the late fall if needed.
- ❖ *Utilities.* Gas costs are \$40,000 higher than for the same period in 2025. Rate increase passed on by the electric and natural gas companies are contributing to the increase. Combined electric and natural gas costs are at 30 percent of the 2026 budget.
- ❖ *Mayor and Council.* Expenditures are consistent with the same period in 2025.
- ❖ *City Administration.* Expenditures are higher than the prior year due to regular step increases and conference attendance and remain below the approved budget.
- ❖ *City Clerk.* Expenditures are consistent with the same period in 2025.
- ❖ *Legal.* Legal fees are consistent with the same period in 2025.
- ❖ *Community and Economic Development.* Expenditures are higher than the same period in 2025 related to the Comprehensive Plan 2050 update and remain below the approved budget.
- ❖ *Inspections.* Salaries are higher than the same period in 2025 due to staffing transitions, including the retirement of a building inspector and the filling of a vacancy in the Assistant Building Official position.
- ❖ *General Government Facilities.* Expenditures are consistent with the same period in 2025 and lower than the approved budget.
- ❖ *Finance Department.* Expenditures are consistent with the same period in 2025 and lower than the approved budget.
- ❖ *Information Technology.* The timing of annual maintenance agreements can impact the expense comparison each year.
- ❖ *Human Resources.* First quarter is within line with the prior year and lower than budget estimates due to the timing of the software subscription payments but is expected to be within the 2026 adopted budget.

- ❖ *Police.* Personnel services are under budget and lower than the same period last year, due to staffing transitions. Current savings are largely attributed to vacancies during staff turnover. Expenditures are expected to remain within the adopted budget.
- ❖ *Fire.* Personnel services are currently under budget but higher than the same period last year, primarily due to the addition of 15 full-time firefighters at the end of the first quarter in 2025. Firefighter pay is variable and depends on the volume of fire calls throughout the year, which is expected to fluctuate as the department continues transitioning to a hybrid model that includes both paid-on-call and full-time staff. To reduce costs, staff are renting turnout gear sets instead of buying, recognizing the gear undergoes heavy wear during intensive training activities.
- ❖ *Engineering/GIS.* Personnel services are within budget estimates and lower than the same period last year, reflecting the department's transition in staffing. Vacancies contributed to the decrease, but the department is returning to full staffing in the second quarter.
- ❖ *Forestry.* Personnel services are within budget estimates and prior year. The timing of tree removals can impact the expense comparison each year.
- ❖ *Construction Services.* Personnel services are within budget estimates and higher than the prior year due to filling prior employee vacancies.
- ❖ *Streets.* Personnel services are within budget and higher than the prior year due to increase in overtime costs related to snow events. Commodities are higher than the prior year due to more chemicals being purchased at the end of the winter season. All unused chemicals are stored for use in the fall.
- ❖ *Parks.* Expenditures within budget in the first quarter.
- ❖ *Recreation and Arts Center.* Expenses are within budget for the first quarter and \$45,000 higher than the same period last year.

❖ **Franchise Fees**

City collected \$1.2 million franchise fee revenues in 2026; the majority is from the residential customer base. The City paid \$14,000 in franchise fees on its city-owned facilities. This debt service fund paid \$627,000 in interest for the related debt.

❖ **Communications Fund**

- ❖ Revenues from Franchise fees are received on a quarterly basis. They are typically received by the end of the month following the quarter. Revenues continue to be lower than historical and have trended down \$13,000 from the prior year as there are other options for residents to utilize for their entertainment.

□ Expenditures are within budget estimates and are down \$47,000 over the same period in 2025.

❖ **FiRST Facility**

- ❖ The City has received membership fees from the cities of Apple Valley, Elko New Market, Farmington and Northfield for a total of \$40,000. The 2026 budget authorized a transfer of \$71,000 from the General Fund to offset start-up costs. The FiRST Center Manager was hired at the end of February. Staff anticipate the opening of the facility to happen in the third quarter of 2026.

❖ **Liquor Fund**

- ❖ Sales through the first quarter amounted to \$4.6 million which is a 1.7 percent increase over the same period in 2025. Decrease in customer count was offset with the increase in average sales per customer account. Gross profit is at 29.3% in 2026 versus 29.1% in 2025. Trends are consistent with the alcohol retail sector.
- ❖ Total expenditures are at 19% of budget appropriations and are slightly lower (\$26K) than the same period in 2025.
- ❖ Contributions/Transfers to other funds: The Liquor Fund budget will make the following contributions to other funds in 2026, many of which result in a corresponding decrease in the tax levy:

<u>Fund</u>	<u>Purpose</u>	<u>Tax Levy</u>
Equipment Fund (CPF)	Equipment replacement	\$ 1,500,000
Debt Service Fund (DSF)	Police Station bonds (ends 2032)	400,000
Debt Service Fund (DSF)	Keokuk LS Bonds (Principal 2021B)	347,800
Technology Fund (CPF)	Technology equipment	68,340
General Fund (GF)- Pan-o-prog dept	Fireworks	30,000
Total tax support		\$ 2,346,140

❖ **Water Fund**

- ❖ Water revenues are typically low in the first quarter, but this year they are \$66,000 lower than the same period in 2025. There was an increase in customer base and a decrease of 65,000 gallons billed compared to the same period in 2025. A water rate increase of 6% went into effect February 1, 2026.
- ❖ Expenditures are slightly over budget at 27% of the annual benchmark.

❖ **Sewer Fund**

- ❖ Sewer revenues are typically low in the first quarter. Like water revenues, sewer revenues increased because of growth in the customer base. A sewer rate increase of 3% went into effect February 1, 2026.
- ❖ Disposal charges paid to Metropolitan Council of Environmental Services increased 8.3 percent over the 2025 rates and are projected to be \$6.1 million for 2026. The MCES fee is a significant factor in the sewer rate increases and is not controllable by the City.
- ❖ Expenditures are slightly under budget at 22% of the annual benchmark.

❖ **Street Lighting Fund**

- ❖ Revenues match the annual budget benchmark and are slightly above last year, driven by the growing customer base and a rate increase of 5% that went into effect February 1, 2026.

❖ **Environmental Resources Fund**

- ❖ Revenues align with the annual budget benchmark and exceed last year's, partly due to a larger customer base and a 4% rate increase in Environmental Resources in 2026.

CITY OF LAKEVILLE, MINNESOTA
GENERAL FUND

Summary Statement of Revenues, Expenditures and Changes in Fund Balances
For the Three-Month Period Ended March 31, 2026

	2026		Variance from Amended	Actual Percent	Comparative		
	Adopted Budget	3/31/2026 Actual			Pos (Neg)	3/31/2025 Actual	Variance from 2025 Actual Positive (Neg)
Revenues							
General property taxes	\$ 34,485,685	\$ -	\$ (34,485,685)	0.0%	\$ -	\$ -	0.0%
Licenses and permits	3,693,025	894,892	(2,798,133)	24.2%	618,128	276,764	144.8%
Intergovernmental	4,255,182	429,920	(3,825,262)	10.1%	40,455	389,465	1062.7%
Charges for services	3,566,142	654,973	(2,911,169)	18.4%	497,048	157,925	131.8%
Court fines	220,000	53,500	(166,500)	24.3%	62,416	(8,916)	85.7%
Investment income	920,000	72,640	(427,360)	14.5%	341,727	(269,087)	21.3%
Miscellaneous	229,400	32,399	(134,347)	19.4%	21,089	11,310	153.6%
Total revenues	47,369,434	2,138,324	(44,748,456)	4.6%	1,580,863	557,461	135.3%
Expenditures							
<i>General Government</i>							
Mayor and Council	133,185	81,961	51,224	61.5%	90,697	8,736	90.4%
Committees and Commissi	115,962	4,285	111,677	3.7%	792	(3,493)	541.0%
City Administration	642,763	142,134	500,629	22.1%	127,628	(14,506)	111.4%
City Clerk	438,538	38,214	400,324	8.7%	36,969	(1,245)	103.4%
Legal Counsel	92,000	28,327	63,673	30.8%	29,393	1,066	96.4%
Community/Econ Develop	1,230,982	254,509	976,473	20.7%	213,741	(40,768)	119.1%
Inspections	2,010,273	382,782	1,627,491	19.0%	353,130	(29,652)	108.4%
Gen Gov't Facilities	828,574	155,158	673,416	18.7%	154,905	(253)	100.2%
Finance	1,237,216	213,333	1,023,883	17.2%	220,403	7,070	96.8%
Information Systems	1,175,197	274,609	900,588	23.4%	169,894	(104,715)	161.6%
Human Resources	753,052	152,076	600,976	20.2%	170,728	18,652	89.1%
Insurance	250,000	62,500	187,500	25.0%	62,500	-	100.0%
<i>Public Safety</i>							
Police	17,661,431	3,780,997	13,880,434	21.4%	3,729,456	(51,541)	101.4%
Fire	6,436,846	1,077,954	5,358,892	16.7%	797,769	(280,185)	135.1%
<i>Public Works</i>							
Engineering	1,075,747	161,621	914,126	15.0%	171,914	10,293	94.0%
Forestry	789,468	71,243	718,225	9.0%	95,019	23,776	75.0%
Construction Services	739,472	122,633	616,839	16.6%	93,950	(28,683)	130.5%
Streets	4,590,867	1,212,868	3,377,999	26.4%	971,471	(241,397)	124.8%
<i>Parks & Recreation</i>							
Parks	3,971,503	760,467	3,211,036	19.1%	786,160	25,693	96.7%
Recreation	1,255,000	250,177	1,004,823	19.9%	207,726	(42,451)	120.4%
Arts Center	1,099,686	279,569	820,117	25.4%	276,920	(2,649)	101.0%
Total expenditures	46,527,762	9,507,417	37,020,345	20.4%	8,761,165	(746,252)	111.3%
Excess (deficiency) of revenues over expenditures	841,672	(7,369,093)	7,728,111		(7,180,302)	188,791	
Other financing sources (uses)							
Transfer from other funds	130,000	-	(130,000)	0.0%	-	-	0.0%
Transfer to other funds	(71,000)	(71,000)	-	100.0%	-	(71,000)	0.0%
Total Other Sources/(Uses)	59,000	(71,000)	130,000	-120.3%	-	(71,000)	111.3%
Net change in fund balance	900,672	(7,440,093)	7,858,111		(7,180,302)	(259,791)	
Beginning fund balance	24,415,066	32,430,349	(8,015,283)		22,372,997	10,057,352	
Ending fund balance	\$ 25,315,738	\$ 24,990,256	\$ (157,172)		\$ 15,192,695	\$ 9,797,561	
Restrict fund balance	(1,200,000)	(1,200,000)			(775,000)		
Expenditure Summary							
Personnel services	35,145,822	6,639,330	26,408,368	20.1%	6,285,235	(354,095)	105.6%
Commodities	2,501,018	770,175	1,668,916	31.6%	601,702	(168,473)	128.0%
Other charges and services	8,779,461	2,101,324	5,828,716	26.5%	1,828,147	(273,177)	114.9%
Capital outlay	101,461	19,993	56,602	26.1%	46,081	26,088	43.4%
Total expenditures	\$ 46,527,762	\$ 9,530,822	\$ 33,962,602	48.1%	\$ 8,761,165	\$ (769,657)	111.3%

CITY OF LAKEVILLE, MINNESOTA
 Special Revenue - Communications
 Summary Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Three-Month Period Ended March 31, 2026

	2026		Variance from		Comparative		
	Adopted Budget	3/31/26 Actual	Amended Budget Positive (Neg)	Actual Percent	3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
<u>Revenues</u>							
General property taxes	\$ 300,000	\$ -	\$ (300,000)	0.0%	\$ -	\$ -	0.0%
Franchise taxes	396,000	-	(396,000)	0.0%	-	-	0.0%
Charges for services	27,000	5,149	(21,851)	19.1%	2,928	2,221	175.9%
Investment income	6,000	2,955	(3,045)	49.3%	20,401	(17,446)	14.5%
Miscellaneous	2,000	2,025	25	101.3%	-	2,025	0.0%
Total revenues	<u>731,000</u>	<u>10,129</u>	<u>(720,871)</u>	<u>1.4%</u>	<u>23,329</u>	<u>(13,200)</u>	<u>43.4%</u>
<u>Expenditures</u>							
Current							
General government	754,661	167,713	586,948	22.2%	207,467	39,754	80.8%
Capital outlay							
General government	45,000	-	45,000	0.0%	7,207	7,207	0.0%
Total expenditures	<u>799,661</u>	<u>167,713</u>	<u>631,948</u>	<u>21.0%</u>	<u>214,674</u>	<u>46,961</u>	<u>111.3%</u>
Excess (deficiency) of revenues over expenditures	<u>(68,661)</u>	<u>(157,584)</u>	<u>88,923</u>		<u>(191,345)</u>	<u>(33,761)</u>	<u>82.4%</u>
Other financing (uses)							
Transfer to other funds	(3,908)	-	(3,908)	0.0%	-	-	0.0%
Total other financing (uses)	<u>(3,908)</u>	<u>-</u>	<u>(3,908)</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>111.3%</u>
Net change in fund balance	(72,569)	(157,584)	85,015		(191,345)	33,761	
Beginning fund balance	956,038	-	1,282,765		-	-	
Ending fund balance	<u>\$ 883,469</u>	<u>\$ (157,584)</u>	<u>\$ 1,367,780</u>		<u>\$ (191,345)</u>	<u>\$ 33,761</u>	

CITY OF LAKEVILLE, MINNESOTA
 Debt Service - Franchise Fees
 Summary Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Three-Month Period Ended March 31, 2026

	2026		Variance from		Comparative		
	Adopted Budget	3/31/26 Actual	Amended Budget Positive (Neg)	Actual Percent	3/31/25 Actual	2025 Actual Positive (Negative)	
<u>Revenues</u>							
Franchise taxes - residential	\$ 4,420,835	\$ 977,109	\$ (3,443,726)	22.1%	\$ -	\$ 977,109	0.0%
Franchise taxes - commercial	709,406	275,118	(434,288)	38.8%	-	275,118	0.0%
Investment income	101,724	8,059	(93,665)	7.9%	-	8,059	0.0%
Total revenues	<u>5,231,965</u>	<u>1,260,286</u>	<u>(3,971,679)</u>	<u>24.1%</u>	<u>-</u>	<u>1,260,286</u>	<u>0.0%</u>
<u>Expenditures</u>							
Current - franchise fees paid							
General government	2,316	529	1,787	22.8%	51	(478)	1037.3%
Public safety	10,208	1,889	8,319	18.5%	570	(1,319)	331.4%
Public works	33,128	7,079	26,049	21.4%	1,719	(5,360)	411.8%
Parks and recreation	21,664	4,813	16,851	22.2%	660	(4,153)	729.2%
Debt service							
Interest on debt	<u>1,023,285</u>	<u>626,975</u>	<u>396,310</u>	<u>61.3%</u>	<u>-</u>	<u>(626,975)</u>	<u>0.0%</u>
Total expenditures	<u>1,090,601</u>	<u>641,285</u>	<u>449,316</u>	<u>58.8%</u>	<u>3,000</u>	<u>(11,310)</u>	<u>21376.2%</u>
Excess (deficiency) of revenues over expenditures	<u>4,141,364</u>	<u>619,001</u>	<u>3,522,363</u>		<u>(3,000)</u>	<u>(622,001)</u>	<u>-20633.4%</u>
Other financing (uses)							
Transfer to other funds	<u>2,000,000</u>	<u>-</u>	<u>2,000,000</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total other financing (uses)	<u>2,000,000</u>	<u>-</u>	<u>2,000,000</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>111.3%</u>
Net change in fund balance	6,141,364	619,001	5,522,363		(3,000)	622,001	
Beginning fund balance	<u>-</u>	<u>3,384,779</u>	<u>(3,384,779)</u>		<u>-</u>	<u>3,384,779</u>	
Ending fund balance	<u>\$ 6,141,364</u>	<u>\$ 4,003,780</u>	<u>\$ 2,137,584</u>		<u>\$ (3,000)</u>	<u>\$ 4,006,780</u>	

CITY OF LAKEVILLE, MINNESOTA
Enterprise - Liquor Fund
Statement of Revenues, Expenditures and Changes in Working Capital
For the Three-Month Period Ended March 31, 2026

	2026 Adopted Budget	3/31/26 Actual	Variance	Percent of Budget	Comparative		
					3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
<u>Sales and cost of sales</u>							
Sales	\$ 23,850,000	\$ 4,600,060	\$ (19,249,940)	19.3%	\$ 4,521,210	\$ 78,850	101.7%
Cost of sales	17,250,117	3,253,290	13,996,827	18.9%	3,205,892	(47,398)	101.5%
Gross profit	6,599,883	1,346,770	(5,253,113)	20.4%	1,315,318	31,452	102.4%
Gross profit %	27.7%	29.3%			29.1%		
<u>Operating expenses</u>							
Personnel services	3,542,463	664,299	2,878,164	18.8%	645,703	(18,596)	102.9%
Commodities	82,544	14,097	68,447	17.1%	22,393	8,296	63.0%
Other charges and services	1,993,023	405,203	1,587,820	20.3%	389,488	(15,715)	104.0%
Total operating expenses	5,618,030	1,083,599	4,534,431	19.3%	1,057,584	(26,015)	102.5%
Operating income	981,853	263,171	(718,682)	26.8%	257,734	5,437	102.1%
<u>Non-operating revenue (expense)</u>							
Investment income	105,000	5,745	(99,255)	5.5%	62,197	(56,452)	9.2%
Lease payment	(270,000)	-	270,000	0.0%	-	-	0.0%
Transfers in (out)							
General Fund - Fireworks	(30,000)	-	30,000	0.0%	-	-	0.0%
Debt Service:							
Tax Abatement - Keokuk	(347,757)	(290,950)	56,807	83.7%	(350,450)	59,500	83.0%
CIP Bonds-Police Station	(400,000)	(400,000)	-	100.0%	(400,000)	-	100.0%
Capital Projects:							
Equipment Fund	(1,500,000)	(1,500,000)	-	100.0%	(900,000)	(600,000)	166.7%
Technology Fund	(67,605)	-	67,605	0.0%	-	-	0.0%
Total non-operating (net)	(2,510,362)	(2,185,205)	325,157	87.0%	(1,588,253)	(596,952)	137.6%
Net change in net position	(1,528,509)	(1,922,034)	(393,525)		(1,330,519)	(591,515)	
Beginning net position	12,522,802	12,984,719	461,917		12,869,554	115,165	
Ending net position	\$ 10,994,293	\$ 11,062,685	\$ 68,392		\$ 11,539,035	\$ (476,350)	

CITY OF LAKEVILLE, MINNESOTA
Enterprise - Utility Fund Water Operation
Statement of Revenues, Expenditures and Changes in Working Capital
For the Three-Month Period Ended March 31, 2026

	2026			Percent of Budget	Comparative		
	Adopted Budget	3/31/26 Actual	Variance		3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
<u>Operating revenues</u>							
User charges for services	\$ 9,484,179	\$ 397,925	\$ (9,086,254)	4.2%	\$ 464,326	\$ (66,401)	85.7%
Other	165,000	244,594	79,594	148.2%	165,270	79,324	148.0%
Total operating revenue	<u>9,649,179</u>	<u>642,519</u>	<u>(9,006,660)</u>	6.7%	<u>629,596</u>	<u>12,923</u>	<u>-1430.5%</u>
<u>Operating expenses</u>							
Personnel services	1,826,339	354,266	1,472,073	19.4%	400,462	46,196	88.5%
Commodities	979,843	215,988	763,855	22.0%	155,999	(59,989)	138.5%
Other charges and services	3,625,807	1,616,939	2,008,868	44.6%	707,989	(908,950)	228.4%
Major Maintenance	2,370,000	221,643	2,148,357	9.4%	11,932	(209,711)	1857.6%
Total operating expenses	<u>8,801,989</u>	<u>2,408,836</u>	<u>6,393,153</u>	27.4%	<u>1,276,382</u>	<u>(1,132,454)</u>	<u>188.7%</u>
Operating income (loss)	<u>847,190</u>	<u>(1,766,317)</u>	<u>(2,613,507)</u>		<u>(646,786)</u>	<u>(1,119,531)</u>	
<u>Non-operating revenue (expense)</u>							
Investment income	275,301	57,853	(217,448)	21.0%	286,402	(228,549)	20.2%
Debt Service	(190,059)	(114,306)	75,753	60.1%	(23,415)	(90,891)	488.2%
Transfers (out)	(255,869)	(211,309)	44,560	82.6%	-	(211,309)	0.0%
Total non-operating (net)	<u>(170,627)</u>	<u>(267,762)</u>	<u>(97,135)</u>		<u>262,987</u>	<u>(530,749)</u>	
Net change in net position	676,563	(2,034,079)	(2,710,642)		(383,799)	(1,650,280)	530.0%
Beginning net position	<u>136,887,067</u>	<u>137,973,673</u>	<u>1,086,606</u>		<u>133,251,320</u>	<u>4,722,353</u>	<u>103.5%</u>
Ending net position	<u>\$ 137,563,630</u>	<u>\$ 135,939,594</u>	<u>\$ (1,624,036)</u>		<u>\$ 132,867,521</u>	<u>3,072,073</u>	<u>102.3%</u>

CITY OF LAKEVILLE, MINNESOTA
 Enterprise - Utility Fund Sanitary Sewer Operation
 Statement of Revenues, Expenditures and Changes in Working Capital
 For the Three-Month Period Ended March 31, 2026

	2026 Adopted Budget	3/31/26 Actual	Variance	Percent of Budget	Comparative		
					3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
Operating revenue							
User charges for services	\$ 10,101,052	\$ 937,966	\$ (9,163,086)	9.3%	\$ 959,494	\$ (21,528)	97.8%
Operating expenses							
Personnel services	1,425,856	158,658	1,267,198	11.1%	120,344	(38,314)	131.8%
Commodities	167,674	19,000	148,674	11.3%	13,434	(5,566)	141.4%
Other charges and services	432,208	77,005	355,203	17.8%	40,839	(36,166)	188.6%
Disposal charges	6,087,539	1,545,393	4,542,146	25.4%	1,405,617	(139,776)	109.9%
Major maintenance projects	980,000	207,493	772,507	21.2%	207,874	381	99.8%
Total operating expenses	9,093,277	2,007,549	7,085,728	22.1%	1,788,108	(219,441)	112.3%
Operating income (loss)	1,007,775	(1,069,583)	(2,077,358)		(828,614)	(240,969)	129.1%
Non-operating revenue (expense)							
Investment income	211,275	32,842	(178,433)	15.5%	132,458	(99,616)	24.8%
Debt service	-	-	-	0.0%	(295)	295	0.0%
Transfers in	28,166	-	(28,166)	0.0%	-	-	0.0%
Transfers (out)	(7,500)	-	7,500	0.0%	-	-	0.0%
Total non-operating (net)	231,941	32,842	(199,099)	14.2%	132,163	(99,321)	24.8%
Net change in net position	1,239,716	(1,036,741)	(2,276,457)		(696,451)	(340,290)	148.9%
Beginning net position	79,367,155	79,706,030	338,875		74,695,434	5,010,596	106.7%
Ending net position	\$ 80,606,871	\$ 78,669,289	\$ (1,937,582)		\$ 73,998,983	\$ 4,670,306	106.3%

CITY OF LAKEVILLE, MINNESOTA
 Enterprise - Utility Fund Street Light Operation
 Statement of Revenues, Expenditures and Changes in Working Capital
 For the Three-Month Period Ended March 31, 2026

	2026 Adopted Budget	3/31/26 Actual	Variance	Percent of Budget	Comparative		
					3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
<u>Operating revenue</u>							
User charges for services	\$ 1,284,768	\$ 129,329	\$ (1,155,439)	10.1%	\$ 109,941	\$ 19,388	117.6%
<u>Operating expenses</u>							
Personnel services	21,064	-	21,064	0.0%	-	-	0.0%
Commodities	20	-	20	0.0%	-	-	0.0%
Other charges and services	1,411,636	349,776	1,061,860	24.8%	374,449	24,673	93.4%
Major Maintenance	30,000	-	30,000	0.0%	-	-	0.0%
Total operating expenses	1,462,720	349,776	1,112,944	23.9%	374,449	24,673	93.4%
Operating income (loss)	(177,952)	(220,447)	(42,495)		(264,508)	44,061	83.3%
<u>Non-operating revenue (expense)</u>							
Investment income	20,000	2,951	(17,049)	14.8%	18,119	(15,168)	16.3%
Debt service	583	(1,250)	(1,833)	-214.4%	(421)	(829)	296.9%
Transfers in (out) - General Fund	-	-	-	0.0%	-	-	0.0%
Total non-operating (net)	20,583	1,701	(18,882)	8.3%	17,698	(15,997)	9.6%
Net change in net position	(157,369)	(218,746)	(61,377)		(246,810)	28,064	88.6%
Beginning net position	1,142,884	1,205,652	62,768		940,928	264,724	128.1%
Ending net position	\$ 985,515	\$ 986,906	\$ 1,391		\$ 694,118	\$ 292,788	142.2%

CITY OF LAKEVILLE, MINNESOTA
 Enterprise - Utility Fund Environmental Resources Operation
 Statement of Revenues, Expenditures and Changes in Working Capital
 For the Three-Month Period Ended March 31, 2026

	2026 Adopted Budget	3/31/26 Actual	Variance	Percent of Budget	Comparative		
					3/31/25 Actual	Variance from 2025 Actual Positive (Negative)	
<u>Revenues</u>							
User charges for services	\$ 2,226,356	\$ 239,429	\$ (1,986,927)	10.8%	\$ 199,495	\$ 39,934	120.0%
Total revenues	<u>2,226,356</u>	<u>239,429</u>	<u>(1,986,927)</u>	<u>10.8%</u>	<u>199,495</u>	<u>39,934</u>	<u>-996.0%</u>
<u>Expenditures - Public works</u>							
Personnel services	884,663	184,129	700,534	20.8%	158,900	(25,229)	115.9%
Commodities	71,288	9,124	62,164	12.8%	9,588	464	95.2%
Other charges and services	1,923,803	96,494	1,827,309	5.0%	249,787	153,293	38.6%
Major maintenance/capital outlay	-	3,502	(3,502)	0.0%	-	(3,502)	0.0%
Total expenditures	<u>2,879,754</u>	<u>293,249</u>	<u>2,586,505</u>	<u>10.2%</u>	<u>418,275</u>	<u>125,026</u>	<u>70.1%</u>
Operating income (loss)	<u>(653,398)</u>	<u>(53,820)</u>	<u>599,578</u>		<u>(218,780)</u>	<u>164,960</u>	<u>24.6%</u>
<u>Non-operating revenue (expense)</u>							
Intergovernmental	35,000	-	(35,000)	0.0%	-	-	0.0%
Investment income	50,000	11,331	(38,669)	22.7%	59,191	(47,860)	19.1%
Transfers in (out)							
Equipment Fund	(40,500)	-	40,500	0.0%	-	-	0.0%
Technology Fund	(2,384)	-	2,384	0.0%	-	-	0.0%
Sanitary sewer operations	<u>(26,852)</u>	<u>-</u>	<u>26,852</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total other financing (uses)	<u>15,264</u>	<u>11,331</u>	<u>(3,933)</u>	<u>74.2%</u>	<u>59,191</u>	<u>(47,860)</u>	<u>19.1%</u>
Net change in net position	(638,134)	(42,489)	595,645		(159,589)	117,100	26.6%
Beginning net position	<u>3,820,706</u>	<u>4,340,866</u>	<u>520,160</u>		<u>3,663,270</u>	<u>677,596</u>	<u>118.5%</u>
Ending net position	<u>\$ 3,182,572</u>	<u>\$ 4,298,377</u>	<u>\$ 1,115,805</u>		<u>\$ 3,503,681</u>	<u>\$ 794,696</u>	<u>122.7%</u>



Date: 5/18/2026

Next City Council Meeting Monday June 1, 2026

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

<p>Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:</p>
