



## **AGENDA CITY COUNCIL MEETING**

**June 1, 2026 - 6:00 PM  
City Hall Council Chambers**

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
  - a. Recognition of City Administrator Justin Miller for Service on the League of Minnesota Cities Board
  - b. Parks & Recreation Quarterly Report
6. Consent Agenda
  - a. Check Register Summary
  - b. Minutes of the 05/18/2026 City Council Meeting
  - c. Joint Powers Agreement with Dakota County for Engineering and Construction for the Lake Marion Greenway from Ritter Farm Park to Downtown Lakeville
  - d. Approve Contracts for 192nd Street Trail and Retaining Wall Reconstruction
  - e. Approval of Joint Powers Agreement with Dakota County for Post-Election Review
  - f. Resolution Authorizing Temporary Closing of City Streets for Pan-O-Prog Events
  - g. Renewal of Liquor Licenses 2026
  - h. Extension of on-sale liquor license premise at Babe's for Pan-O-Prog events
  - i. Proposals from St. Croix Recreation for the Purchase of Playground Equipment for Dakota Heights and Valley Lake Parks
  - j. Temporary On-Sale Liquor License to Lakeville Lions for Pan-O-Prog Events
  - k. Resolution of Support Authorizing the Submittal of a 2026 Regional Solicitation

Funding Application to the Metropolitan Council for the Dodd Boulevard  
Modernization Project

- l. Resolution of Support Authorizing the Submittal of a 2026 Active Transportation Program Application to the Metropolitan Council for the Lake Marion Greenway - Downtown Sidewalk Improvements Project
  - m. Resolution of Support Authorizing the Submittal of a 2026 Regional Solicitation Funding Application to the Metropolitan Council for the Lake Marion Greenway - South Creek
  - n. Professional Services Proposal for Preliminary Geotechnical Investigation for the Satellite Water Treatment Plant
  - o. Agreement with M&A Bauer Salvage for Dakota Heights Park and Valley Lake Park Playground Removals
  - p. Approval of Change Order 1 for the 2026 Miscellaneous Project
  - q. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 2<sup>nd</sup> Quarter of 2026
  - r. Proposals from Webber Recreational Design, Inc. for the Purchase and Installation of Playground Equipment for Bracketts Crossing Park
  - s. Approve ALF Ambulance 2027 Budget
  - t. Brian Wellert - Valvoline Instant Oil Change - Conditional Use Permit
  - u. Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization for Watershed Partner Project Maintenance and Repair Financial Assistance Program
  - v. Proposal from Twin Cities Recreation, Inc. for Dakota Heights Playground Installation
  - w. Proposal from Twin Cities Recreation, Inc. for Valley Lake Park Playground Installation
7. Action Items
- a. Recommendation to Rename the Casperson Park Outdoor Performance Stage to the Doug & Deb Anderson Ampitheatre
  - b. Early Voting Administration Options Following State Legislative Changes
8. Unfinished Business
9. New Business
- New Business items are intended for informal City Council discussion and will not begin before 6:30 p.m. The Council may provide direction to staff but will not take formal action on these matters.
10. Council/Committee Updates
11. Announcements
- a. Next City Council Meeting June 15, 2026
12. Adjourn

City Council Meeting Agenda  
June 1, 2026

Page 3



**Date:** 6/1/2026

**Recognition of City Administrator Justin Miller for Service on the League of Minnesota  
Cities Board**

**Proposed Action**

Staff recommends adoption of the following motion:

**Overview**

**Supporting Information**

None

<p><b>Financial Impact:</b> \$   <b>Budgeted:</b> No   <b>Source:</b> <b>Envision Lakeville Community Values:</b> <b>Report Completed by:</b></p>
---



**Date:** 06/01/2026

### Check Register Summary

**Proposed Action**

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

**Overview**

Checks	329598 - 329709	\$3,958,292.05
ACH/EFT	25344 - 25488	\$2,954,953.75
Total		\$6,913,245.80

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.

<b>Financial Impact:</b> \$6,913,245.80 <b>Budgeted:</b> Yes <b>Source:</b> Various <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Cheri Donovan, Assistant Finance Director
--

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	<b>Amount</b>
1000 GENERAL FUND	436,340.38
4000 BUILDING FUND	4,926.50
4100 EQUIPMENT FUND	63,048.20
4200 PARK DEDICATION FUND	69,640.65
4500 PARK & TRAIL IMPROVEMENTS	45,113.73
4720 2024A PARK BONDS	693.12
5300 PAVEMENT MANAGEMENT FUND	547,040.47
5400 STORMWATER INFRASTRUCTURE FND	0.00
6611 2026 STREET PROJECTS	105,668.91
7450 ENVIRONMENTAL RESOURCES FUND	1,366.55
7600 WATER FUND	534,571.11
7700 SEWER FUND	14,809.11
7800 LIQUOR FUND	569,533.84
8000 ESCROW FUND	361.18
8970 LAKEVILLE ARENAS - OPERATIONS	434.56
9800 PAYROLL CLEARING FUND	561,405.44
Report Total:	2,954,953.75

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	93,987.47
3125 2025A FIRST CENTER	3,173.00
4000 BUILDING FUND	2,959,103.14
4100 EQUIPMENT FUND	156,348.48
4720 2024A PARK BONDS	380,318.52
5200 STATE AID CONSTRUCTION FUND	1,321.10
7450 ENVIRONMENTAL RESOURCES FUND	3,774.69
7550 UTILITY FISCAL ADMINISTRATION	238.00
7575 STREET LIGHTING FUND	77,150.62
7600 WATER FUND	58,056.50
7700 SEWER FUND	10,828.79
7800 LIQUOR FUND	197,805.49
7900 MUNICIPAL RESERVES FUND	1,210.74
8000 ESCROW FUND	14,141.81
9800 PAYROLL CLEARING FUND	833.70
Report Total:	3,958,292.05



## MINUTES CITY COUNCIL MEETING

May 18, 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 PM.

### 2. **Roll Call**

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

Staff Present: Justin Miller, City Administrator; Dave Kendall, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Tina Goodroad, Community Development Director; Human Resources Director, Alissa Frey; Michael Meyer, Fire Chief

### 3. **Citizen Comments**

None

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

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

#### a. **New Police Officer Introductions**

Police Chief Brad Paulson presented seven new police officers to the City Council.

#### b. **Fire Department Quarter One Presentation**

Fire Chief Mike Meyer presented the Fire Department Quarterly Update to Council.

#### c. **Business Spotlight — Lakeview Bank**

Community Development Director Tina Goodroad presented a business spotlight of Lakeview Bank to the City Council. She was joined by Mike Puppe of Lakeview Bank.

### 6. **Consent Agenda**

Motion was made by Lee, seconded by Bermel, to approve the following: Approve the Consent Agenda.

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

#### 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 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 179<sup>th</sup> 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**

Jake Kurth of Scannell Properties addressed the Council regarding the agenda item. Goodroad presented the staff report to Council.

Motion was made by Wolter, seconded by Volk, to approve the following: Interstate Logistics Park Fourth Addition preliminary Plat and Conditional Use Permit. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

**8. Unfinished Business**

**9. New Business**

- a. **Review Q1 2026 Financial Reports**

Finance Director Julie Stahl presented the 2026 First Quarter Financial Report to Council.

**10. Council/Committee Updates**

**11. Announcements**

**a. Next City Council Meeting Monday June 1, 2026**

**12. Adjourn**

Motion was made by Volk, seconded by Lee, to adjourn. Voice vote was taken on the motion. Ayes - John Bermel, Joshua Lee, Luke Hellier, Michelle Volk, Dan Wolter. Mayor Hellier adjourned the meeting at 6:52 PM.

Respectfully Submitted,

---

Taylor Snider, Deputy City Clerk

---

Luke M. Hellier, Mayor



Date: 6/1/2026

## **Joint Powers Agreement with Dakota County for Engineering and Construction for the Lake Marion Greenway from Ritter Farm Park to Downtown Lakeville**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Dakota County for Engineering and Construction for the Lake Marion Greenway from Ritter Farm Park to Downtown Lakeville.

### **Overview**

In 2013, the Dakota County Board of Commissioners adopted the Lake Marion Greenway Master Plan as a part of the Dakota County Greenway Vision 2030. The master plan included a 20-mile greenway trail that, once completed, will travel through Burnsville, Savage, Credit River Township, Lakeville, and Farmington. The greenway will provide local connections to regional recreation spaces, promote recreation and non-motorized transportation, and benefit clean waterways and natural habitats.

Following a project feasibility study and public engagement events, staff worked with WSB on the design and specifications for the trail segment connecting Downtown Lakeville to Ritter Farm Park. The plans were finalized in late 2025 and released for bid in spring of 2026. Tree removals in preparation for the project were completed in early 2026; construction is anticipated to begin late this summer. The project includes the construction of trailheads in Downtown Lakeville and at Ritter Farm Park, with an all-season restroom and park shelter at the park.

The total cost of the project is estimated at \$4,608,000, which includes construction and consultant expenses. A number of funding sources have been secured for the project, including up to \$2,124,879 in funding from Dakota County. The attached Joint Powers Agreement outlines the terms for Dakota County’s funding contribution to the project.

### **Supporting Information**

1. Joint Powers Agreement with Dakota County (Dakota County Contract #DCA23966)

<p><b>Financial Impact:</b> \$2,124,879.00    <b>Budgeted:</b> Yes    <b>Source:</b> Dakota County <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
--

**JOINT POWERS AGREEMENT FOR ENGINEERING & CONSTRUCTION FOR  
THE LAKE MARION GREENWAY RITTER FARM PARK TO DOWNTOWN  
LAKEVILLE**

**BETWEEN  
THE COUNTY OF DAKOTA  
AND  
THE CITY OF LAKEVILLE**

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting Parties; and

**WHEREAS**, Dakota County (“County”) is a political subdivision of the State of Minnesota; and

**WHEREAS**, the City of Lakeville (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

**WHEREAS**, by resolution 11-517, the Dakota County Board authorized the adoption of the Lake Marion Greenway (“LMGW”) Master Plan; and

**WHEREAS**, the City is leading the design, bidding, and project delivery for a segment of the Lake Marion Greenway project located within the City; and

**WHEREAS**, the project will construct and upgrade 3 miles of regional greenway in the locations shown on Exhibit 1 to meet the County’s regional greenway standards (the “LMGW Trail Improvements”), and one trailhead and .5 miles of local trails (collectively, the “Project”); and

**WHEREAS**, the total Project costs are estimated at \$4,608,000, which costs include construction and consultant Project delivery expenses; and

**WHEREAS**, the City has received two grants in the total amount of \$1,999,712 for the Project; and

**WHEREAS**, the County will reimburse the City for the remaining Project costs based on the County’s typical cost share formula; and

**WHEREAS**, by resolution 26-076 the County authorized up to \$2,124,879 towards Project delivery and construction costs, including 10 percent contingency; and

**WHEREAS**, the Parties anticipate entering into a separate Maintenance Agreement to address ongoing maintenance and operations for the LMGW Trail Improvements following Project completion.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1**

**Purpose**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the construction of the Lake Marion Greenway Ritter Farm Park to Downtown Lakeville project, as more fully described herein.

**ARTICLE 2**

**Parties**

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks and Public Works Departments.

**ARTICLE 3**

**Term**

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2027, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4**

**Cooperation**

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**ARTICLE 5**

**City’s Obligations**

- 5.1 Construction. The City, or its agents or contractors, shall construct or reconstruct the Project as shown on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications so that the LMGW Trail Improvements meet the County’s regional greenway standards
- 5.2 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the Project work, assuring that it meets applicable design and construction standards and the requirements of this

Agreement. The County will have no actual or implied responsibility for the Project except as provided in this Agreement.

- 5.3 Notice to County Prior to Award of Contract and Approval of Change Orders. The City will notify the County of the amount of the lowest responsive bid. The County will thereafter notify the City as to whether the County approves the Project or whether it wishes to terminate the Project based on the amount of the bid. Such notice will be provided promptly, and in no event more than 20 days from the date of the City's notice, so as to allow the City to award or reject the bid. If the County accepts the lowest responsive bid amount and approves proceeding with the Project, the City shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement. Following the contract award, the City will obtain the County's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the Project costs relating to the LMGW Trail Improvements. The County acknowledges and agrees that the City may terminate or reduce the scope of the Project at any time if the County does not approve a change order or contract amendment and such change order or amendment would require the City to incur additional costs relating to the LMGW Trail Improvements.
- 5.4 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.5 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Project work. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.6 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.
- 5.7 Perpetual License for Lake Marion Greenway. The City shall be responsible for designating appropriate locations for the installation of the LMGW Trail Improvements within areas owned or controlled by the City. The LMGW Trail Improvements shall generally be located in the area depicted on Exhibit 1. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the LMGW Improvements and associated improvements agreed to by the Parties on City property or within City right-of-way, as provided for pursuant to this Agreement. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the LMGW

Trail Improvements as provided in section 6.4 of this Agreement and pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

- 5.8 Permanent Easements for LMGW. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.7 with permanent easements for the LMGW and agreed-upon improvements constructed and installed as part of the Project. The City shall execute the documents reasonably necessary to convey permanent easements for the LMGW and agreed-upon improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

## **ARTICLE 6**

### **County's Obligations**

- 6.1. County Funding Obligation. If the County accepts the bid amount and approves proceeding with the Project pursuant to Section 5.3 of this Agreement, the County shall reimburse the City in a total amount not to exceed \$2,124,879 based on the proportionate cost share percentages for Project elements as outlined on Exhibit 2. The City will administer the construction contract for the Project and will make all required payments to the contractor. Following payments to the contractor, the City will submit an invoice to the County for reimbursement of the County's proportionate share of the contractor payments. The County shall reimburse the City for its share of the payments within 35 days of receipt of the invoice.
- 6.2 Project Management Team. County staff will participate on a Project Management Team coordinated by the City and will provide input on the design and construction of the LMGW Trail Improvements and the County's regional greenway standards.
- 6.3 Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.
- 6.4 Relocation of LMGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will, if requested by the County, acquire the necessary additional right-of-way and/or easements needed for the relocation of the displaced LMGW Trail Improvements as part of the City's project. If the County requests that the City include relocation of the LMGW Trail Improvements as part of the City project, the Parties will enter into a separate agreement under which the County will reimburse the City for the City's out-of-pocket construction project costs and easement acquisition costs attributable to the relocation of the displaced LMGW Trail Improvements. Alternatively, in the event that the relocation of displaced LMGW Trail Improvements reasonably necessitates the acquisition of additional easements, the County may choose to acquire said additional easement rights using the County Attorney's Office, and the County

may also choose to separately contract for the reconstruction of the displaced LMGW Trail Improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the LMGW Trail Improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the displaced LMGW Trail Improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

**ARTICLE 7**  
**Ownership and Maintenance**

The County shall own the LMGW Trail Improvements and associated improvements related to greenway corridor. City of Lakeville will maintain ownership of Ritter Farm Trailhead and all local trail connections and city road crossings installed as part of the Project. The Parties shall enter into a separate agreement addressing maintenance of the LMGW trail and improvements and any shared maintenance responsibilities for the Parties' infrastructure that may be connected to the LMGW.

**ARTICLE 8**  
**TERMINATION**

- 8.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the City to undertake or complete construction of the Project as required by this Agreement and failure by the County to comply with its obligations under Article 6.
- 8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement.

**ARTICLE 9**  
**AUTHORIZED REPRESENTATIVES AND LIAISONS**

- 9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

**To the City:**

Justin Miller  
City Administrator

20195 Holyoke Ave.  
Lakeville, MN 55044

**To the County:**

Georg T. Fischer  
Assistant County Manager: Physical  
Development Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

- 9.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

**City Liaison**

Joe Masiarchin  
Parks Director  
(952) 985-4601

[jmasiarchin@lakevillemn.gov](mailto:jmasiarchin@lakevillemn.gov)

**County Liaison**

Niki Geisler  
Parks Director  
(952) 891-7088

[niki.geisler@co.dakota.mn.us](mailto:niki.geisler@co.dakota.mn.us)

**ARTICLE 10**  
**LIABILITY**

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

**ARTICLE 11**  
**GENERAL PROVISIONS**

- 11.1 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any

disputes the Parties may have with the contractor(s) both during the project and following completion of the project.

- 11.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.
- 11.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 11.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 11.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 11.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 11.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 11.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

11.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

11.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

11.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

11.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date(s) indicated below.

**DAKOTA COUNTY**

**CITY OF LAKEVILLE**

By \_\_\_\_\_  
Georg Fischer, Director  
Physical Development

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

Date of Signature: \_\_\_\_\_

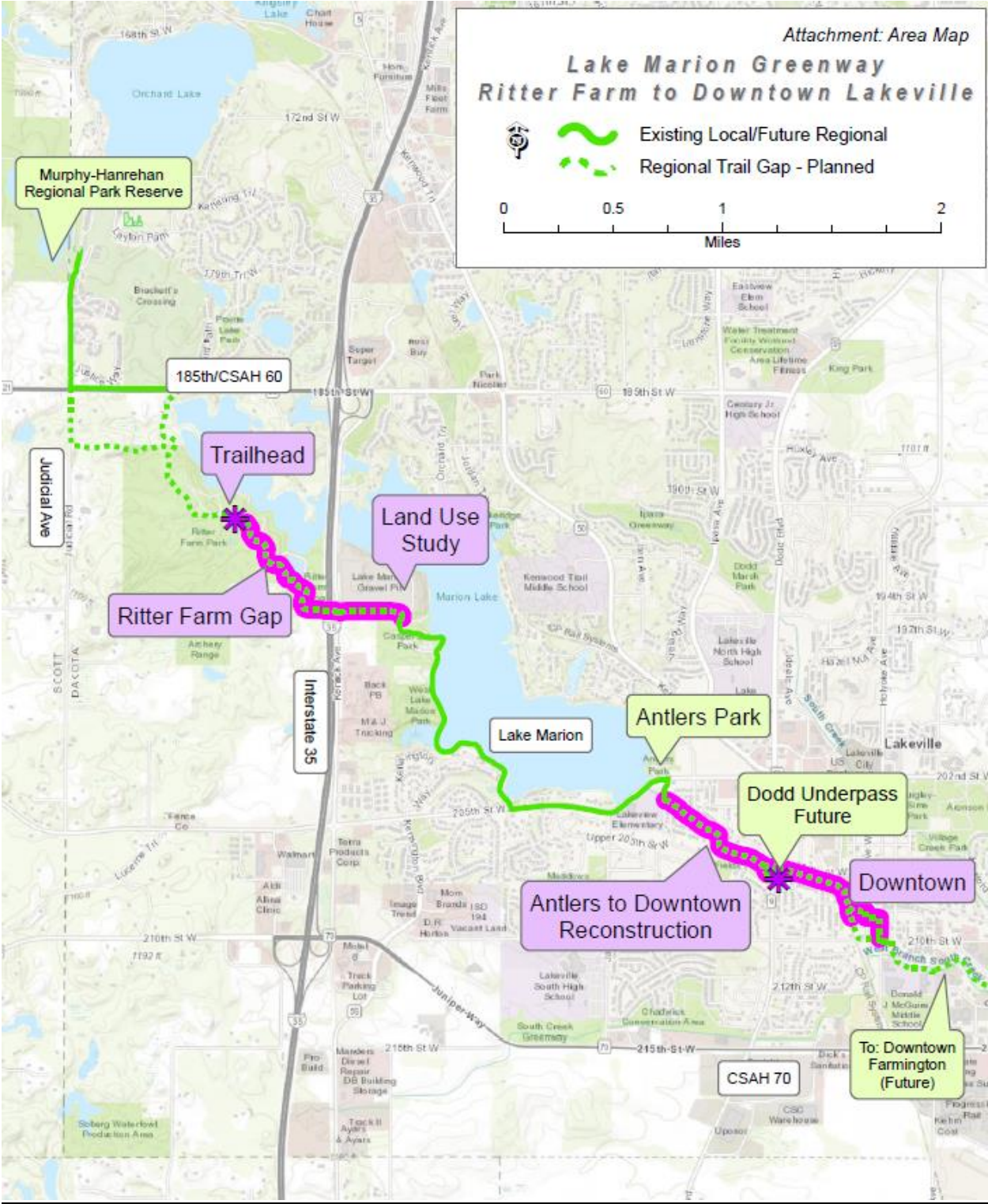
Date of Signature: \_\_\_\_\_

County Board Res. 26-076

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

Date of Signature: \_\_\_\_\_

**Exhibit 1**  
**Project Map**



**Exhibit 2**  
**Project Element Cost Share Percentage (costs estimated)**

Project element (includes project delivery and construction)	County cost share percentage	County estimated cost	City cost share percentage	City estimated costs
LMGW	85%	\$1,523,356	15%	\$268,828
Ritter Farm Trailhead	50%	\$224,088	50%	\$224,088
Local trail connections	50%	\$164,264	50%	\$164,264
Land Use study	50%	\$20,000	50%	\$20,000



**Date:** 6/1/2026

## **Approve Contracts for 192nd Street Trail and Retaining Wall Reconstruction**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve construction contracts for the 192nd Street Trail and Retaining Wall Reconstruction with Northwest Asphalt, Inc and Creative Scapes Landscaping, LLC in the amounts of \$40,882.05 and \$38,650.00 respectively.

### **Overview**

This project consists of removing and replacing a small block retaining wall and adjacent trail to ensure the private property is not impacted. The project was budgeted and planned for in the 2026 CIP. The small block retaining wall located on 192nd Street is failing and has reached the end of its useful life. The retaining wall maintains the elevation difference between the trail and roadway and a private residence backyard. Staff requested quotes for the work from multiple contractors and received two quotes back for each aspect of the project. The low quote for the trail work was from Northwest Asphalt in the amount of \$40,882.05 and the low quote for the retaining wall work came from Creative Scapes Landscaping LLC in the amount of \$38,650. The other two quotes had a combined amount of \$190,641.25. Staff recommends approving the contracts as both contractors have completed work in the City before and all work was acceptable.

### **Supporting Information**

1. Project Location Map
2. NON-BID\_CONSTRUCTON\_CONTRACT\_LV\_CC\_6.1.26 NWA Signed
3. NON-BID\_CONSTRUCTON\_CONTRACT\_LV\_CC\_6.1.26 Creativescapes Signed
4. 192nd Street W Quotes

<p><b>Financial Impact:</b> \$79,532.05    <b>Budgeted:</b> Yes    <b>Source:</b> Park and Trail Improvement Fund <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Steve Ferraro, Public Works Coordinator</p>
---

# 192nd Street Trail and Retaining Wall Project Location Map



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

**THIS AGREEMENT** made this   1   day of   June  , 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and   Northwest Asphalt Inc.  , a   Minnesota Corporation   (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Request for Quote Email and Plansheet
- C. City of Lakeville 2024 Standard Specifications.
- D. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- E. Contractor’s Proposal 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 “E” has the last priority.

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

**3. CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed forty thousand eight hundred eighty-two and 05/100 dollars (**\$40,882.05**). 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 1, 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**

**CONTRACTOR:** *Northwest Asphalt Inc*

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

BY: *Michael B. Pfeiffer*  
Its: *President*

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

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

**THIS AGREEMENT** made this   1   day of   June  , 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and   Creative Scapes Landscaping LLC  , a   Minnesota Company   (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Request for Quote Email and Plansheet
- C. City of Lakeville 2024 Standard Specifications.
- D. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- E. Contractor’s Proposal 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 “E” has the last priority.

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

**3. CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed thirty-eight thousand six hundred fifty and 00/100 dollars (**\$38,650.00**). 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 August 1, 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.

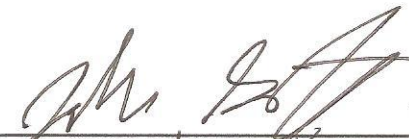
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace 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**

**CONTRACTOR:**

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

BY:  5/28/26  
Its: owner/operator

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

# Proposal



## NORTHWEST ASPHALT, INC

*"PAVING, EXCAVATION & UTILITIES"*

1451 STAGECOACH ROAD SHAKOPEE, MN 55379-2797

PHONE (952)445-1003 FAX (952)445-1056

[www.nwasphalt.net](http://www.nwasphalt.net)

*Proposal Submitted to:*  
**City of Lakeville**  
**Attn Steve Ferraro**

*Phone*

*Project*  
**192nd Street W Trail**  
**Lakeville MN**

*Architect*

*Date of Plans*

*Date Bid Submitted*  
**May 18, 2026**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>PRICE</u>	<u>EXTENSION</u>
	Mob	LS	1	\$3,950.00	\$3,950.00
	FDR	Sy	833	\$9.20	\$7,663.60
	Pave 3" compacted SPWEA340B	Sy	833	\$23.65	\$19,700.45
	Topsoil/Hydroseed restoration	Sy	640	\$14.95	\$9,568.00

Total **\$40,882.05**

**Good for 2026**  
**Reclaim to remain in place except at peds to match**

*Authorized Signature:* **LANCE GUENTZEL - PROJECT MANAGER**

*Lance Guentzel*

*Note: This proposal may be withdrawn by us if not accepted within* 10 *days.*

**Acceptance of Proposal:**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.*

*Payment will be made as outlined above.*

*Date of Acceptance:* \_\_\_\_\_

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

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

AN EQUAL OPPORTUNITY EMPLOYER



# CREATIVE SCAPES

LANDSCAPING  
L.L.C.

3795 McKnight Road • Chaska, MN 55318 • c: 952.292.6700

Name: City Of Lakeville (Attn: Steve Ferraro)  
 Address: 20195 Holyoke Avenue  
 Lakeville MN 55044  
 Phone Number: (612) 718.3985

Date: 4/28/2026

Description of Work	ESTIMATE	Prices
<p><b><u>192<sup>nd</sup> St. W Bike Path Retaining Wall:</u></b></p> <ul style="list-style-type: none"> <li>- Tear down existing retaining wall and dispose of all materials and debris</li> <li>- Install temporary snow fencing for pets where needed (no guarantee that pets won't break free)</li> <li>- Build new retaining wall approximately 400 square feet using Belle Plain Block &amp; Tile Full Size Retaining Wall Block (4'x24") with a recessed cap block on top</li> <li>- Rebuild existing chain link fence back to proper safety guides and securement along pathway</li> </ul>		<p><b>\$2,500.00</b></p> <p><b>\$600.00</b></p> <p><b>\$31,950.00</b></p> <p><b>\$3,600.00</b></p>
<p style="text-align: center;"><b>Total</b>            *Estimates Only Valid For Thirty Days</p>		<p><b>\$38,650.00</b></p>
<p style="text-align: center;"><i>Thank you!</i></p>		



## McNamara Contracting, Inc.

16700 Chippendale Avenue  
 Rosemount, MN 55068  
 Phone: 651.322.5500 Fax: 651.322.5550  
[www.mcnamaracontracting.com](http://www.mcnamaracontracting.com)

<b>To:</b> City Of Lakeville	<b>Contact:</b>
<b>Address:</b> Lakeville, MN 55044	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> 192nd Retaining Wall	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b> 4/23/2026
<b>Addendum #:</b> -	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$22,750.00	\$22,750.00
2	Wall Engineering	1.00	LS	\$6,400.00	\$6,400.00
3	Full Depth Trail Reclamation	833.00	SY	\$12.00	\$9,996.00
4	Salvage And Reinstall Fence	125.00	LF	\$49.50	\$6,187.50
5	Remove Existing Block Wall	700.00	SF	\$6.30	\$4,410.00
6	Install Large Block Retaining Wall	610.00	SF	\$180.50	\$110,105.00
7	Stain And Anti-Graffiti Coating	610.00	SF	\$5.25	\$3,202.50
8	3" Trail Paving (SPWEA340B(R))	833.00	SY	\$22.25	\$18,534.25
9	Restoration (Topsoil, Seed And Blanket)	640.00	SY	\$14.15	\$9,056.00

**Total Bid Price: \$190,641.25**

**Notes:**

- The above pricing is for the line items as described and includes excavation and backfill of retaining wall, temporary fencing at the retaining wall during construction, drainage rock, and drain tile (daylighted). Includes bio log around excavation as needed. Road work aheads signs and flashers if needed for traffic control. Temporary lane closure can be provided for \$1,300. Assumes no subgrade corrections needed for trail and no haul on/off of class 5/ reclaim material.
- Bond is included at 0.15%
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.
- Quote assumes all work completed by 10/31/26.

**Payment Terms:**

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>McNamara Contracting, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Lucas Henry          612-655-3695 lucash@mcnamaracontracting.com</p>
--	---



Date: 6/1/2026

**Approval of Joint Powers Agreement with Dakota County for Post-Election Review**

**Proposed Action**

Staff recommends adoption of the following motion: Move to authorize the Mayor and City Clerk to execute the Joint Powers Agreement between the City of Lakeville and Dakota County, to have Dakota County conduct the Post-Election Review.

**Overview**

Minnesota Statute 206.89 requires a post-election review (PER) of the state general election by manual count of ballots in selected precincts following every state general election. The review must be conducted no earlier than the ninth day and no later than the 14th day after the state general election.

The Dakota County Canvassing Board sets the date, time, and place for the review; appoints the post-election review official (generally the County Elections Director); and selects the precincts to be reviewed by lot, encompassing at least three percent of the total precincts in the County.

Entering into this Joint Powers Agreement (JPA) with Dakota County formalizes the City's participation in the coordinated, county-wide post-election review process. It clarifies the responsibilities and cost-sharing obligations of each party.

**Financial Impact:**

The financial impact is contingent on whether any Lakeville precincts are selected for review in a given cycle. If selected, the City would be invoiced only for the actual hourly wages of the election judges assigned to review its precincts. No costs are incurred in the years when no Lakeville precincts are selected. Sufficient appropriations in the Elections budget exist to cover any anticipated costs.

**Supporting Information**

1. Dakota County JPA Post Election Review - for Reference

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

**Dakota County Contract No. DCA31484  
JOINT POWERS AGREEMENT BETWEEN  
DAKOTA COUNTY AND**

**FOR CONDUCT OF THE POST-ELECTION REVIEW**

This is a Joint Powers Agreement (“Agreement”) between [REDACTED] (“Municipality”) and the County of Dakota (“County”), 1590 Highway 55, Hastings, MN 55033, entered into pursuant to Minn. Stat. §471.59, for conduct of the post-election review (PER) as required by Minn. Stat. § 206.89 after every state general election. Municipality and County are referred to individually as the “Party” and are collectively referred to as the “Parties”.

**Recitals**

WHEREAS, Minn. Stat. § 206.89 requires a postelection review of the state general election by a manual count of the ballots used in the selected precincts and must be performed in the manner provided by Minn Stat § [204C.21](#); and

WHEREAS, at the canvass of the state primary, the Dakota County Canvassing Board must set the date, time, and place for the postelection review of the state general election; and

WHEREAS, at the canvass of the state general election, the Dakota County Canvassing Board must select the precincts to be reviewed by lot and include three percent of the total number of precincts in the County; and

WHEREAS, the postelection review must not begin before the ninth day after the state general election and must be complete no later than the 14th day after the state general election; and

WHEREAS, the Dakota County Canvassing Board appoints the postelection review official, which is generally the County Election Director; and

WHEREAS, the costs of the postelection review in the selected precincts are allocated to the governing body responsible for each precinct selected for review pursuant to Minn. Stat. § 206.89, subd. 9;

WHEREAS, the Parties desire efficient use of resources for the coordination, scheduling and performance of postelection reviews; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

**Section 1  
Term And Renewal**

1. The term of this Agreement shall commence when all signatures of the Parties are obtained and shall remain in full force and effect until December 31, 2027, subject to automatic renewals. Beginning January 1, 2028, this Agreement will automatically renewal each even calendar year for a two-year term, unless terminated as provided in Section 2 of this Agreement.

## **Section 2 Agreement Termination**

2. This Agreement may be terminated as follows:
  - 2.1. Participation in this Agreement may be terminated without cause either Party upon at least 90 days' written notice to the other Party. Notice of termination shall be sent as provided in Section 12 of this Agreement.
  - 2.2. Termination of this Agreement does not discharge any liability, responsibility, or right of the Parties that may arise from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination, such as payment of an invoice for services satisfactorily performed prior to the effective date of termination. Termination of the Agreement does not discharge any obligation of the terminating Party, which, by its nature, would survive after the date of termination.

## **Section 3 Post-Election Review**

- 3.1 The County shall conduct the post-election review of the state general elections in the County as defined by Minn. Stat. § 206.89. The review shall be conducted in accordance with all applicable Minnesota laws as well as any additional information or guidance the State provides.
- 3.2 In order to ensure efficient scheduling and organization, the post-election review will be conducted by the post-election review official, assisted by election judges designated by the post-election review official for this purpose. The party-balance requirement under Minn. Stat § 204B.19 applies to election judges designated for the post-election review. Any election judge that is appointed pursuant to this section shall be hired, scheduled, and paid by the County.
- 3.3 At the conclusion of the general election canvass, the County will contact the municipalities that have one or more precincts selected for review (collectively, the "PER Municipalities" or, individually, the "PER Municipality") and request all ballots in possession of the municipality.
- 3.4 The PER Municipalities will arrange to have all ballots for the selected precinct(s) in the custody of the PER Municipality delivered to the County at the location chosen by the Dakota County Canvassing Board as soon as practicable in advance of the post-election review. The ballots shall be securely stored by the County until the post-election review and the ballots shall be returned to the municipality at the conclusion of the post-election review.
- 3.5 Postelection reviews are conducted in a public location. Clerks and/or their deputies are invited to attend the post-election review and witness the process as it is completed for their precinct(s).

## **Section 4 Applicability**

4. This Agreement between the County and the Municipality is limited to the post-election review as required by Minn. Stat. § 206.89. All other voting processes are outside of the scope of this Agreement.

**Section 5  
Payment and Invoicing**

5. If one or more precincts in the Municipality is selected for postelection review, the Municipality shall pay for the actual costs incurred for the review based on the hourly salary of each election judge performing the review of the Municipality's precinct(s). The County will invoice the Municipality its actual cost of conducting the post-election review. Any invoice submitted to the Municipality shall be paid in the same manner as other claims made to the Municipality. The County will not invoice the Municipality for non-election judge costs, including other County expenses associated with the review. Municipalities that are not selected for precincts in the post-election review will pay no costs in relation to the services provided under this Agreement.

**Section 6  
Independent Contractor**

6. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties hereto or as constituting the County or the Municipality as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Municipality, for any purpose. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

**Section 7  
Data Practices**

7. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act ("Act"), any other applicable statute, or any rules adopted to implement the Act or statute, as well as any state or federal statutes and regulations on data privacy and election data.

**Section 8  
No Waiver**

8. No delay or omission by the Parties to exercise any right or power occurring upon any noncompliance or default with respect to any of the terms of this Agreement shall not impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by the County or the Municipality of any of the covenants, conditions, or agreements to be observed by the Parties shall not be construed to be a waiver of any succeeding breach or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to the Parties at law, in equity, or otherwise.

**Section 9  
Governing Law**

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action commenced pursuant to this Agreement must be venued in Dakota County District Court.

**Section 10  
Entire Agreement**

10. It is understood and agreed, as to the subject matter of this Agreement, that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter and hereby rescinds and replaces all prior agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

**Section 11  
No Assignment**

11. The Parties may not assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other Party and any attempt to do so shall be void and have no force and effect.

**Section 12  
Notice**

12. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Municipality:      **City/Town** Clerk  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the County:              Dakota County Elections Director  
1590 Highway 55  
Hastings MN 55033

**Section 13  
Audit Provision**

13. The Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the respective Parties and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its termination or cancellation.

**Section 14  
Liability, Indemnification and Insurance**

14. Each Party shall be solely liable for the acts of its elected officials, officers, employees, or agents and shall not be responsible for the acts of the other Party to this Agreement, their elected officials, officers, employees, or agents.

- a. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). For the purpose of Minnesota Statutes, Section 471.59, subd, 1a(a), it is the intent that this Agreement does not create any liability or exposure to the Parties for the acts or omissions of the other Party or other individual governmental entities participating in a PER. -
- b. The County agrees to defend, hold harmless and indemnify the Municipality and its officials, agents, and employees, from any liability, loss, or damages the Municipality may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the County in the performance of its obligations under this Agreement.
- c. Municipality agrees to defend, hold harmless and indemnify the County and its officials, agents, and employees, from any liability, loss, or damages the County may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by its performance of its respective obligations under this Agreement.
- d. Nothing in this Agreement shall be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law, nor does it impose or imply responsibility for the acts or omissions of the County or Municipality. The County and the Municipality warrant that they are able to comply with the aforementioned indemnification requirements and have sufficient insurance coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

#### **Section 15 Survival of Provisions**

15. It is expressly understood and agreed that Sections 8, 10, 14 and 15 hereof shall survive the completion of performance and termination or cancellation of this Agreement.

#### **Section 16 Authority**

16. The person or persons executing this Agreement on behalf of the Municipality and County represent that they are duly authorized to execute this Agreement on behalf of the Municipality and the County and represent and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands.

**COUNTY OF DAKOTA**

By: \_\_\_\_\_  
Director, Elections  
Dated: \_\_\_\_\_

**CITY OF \*\*\***

By: \_\_\_\_\_  
\*\*\*\*, Its Mayor  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\*\*\*, Its Clerk  
Dated: \_\_\_\_\_

**TOWNSHIP OF \*\*\***

By: \_\_\_\_\_  
\*\*\*\*, Its Board Chair  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\*\*\*, Its Clerk  
Dated: \_\_\_\_\_



**Date:** 6/1/2026

## **Resolution Authorizing Temporary Closing of City Streets for Pan-O-Prog Events**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution authorizing the temporary closing of city streets for Panorama of Progress events.

### **Overview**

Each year, the Pan-O-Prog Board requests the temporary closing of certain streets in the downtown area for Pan-O-Prog events. These events include the Street Market, Cruise Night, Kiddie Parade, Car Show, and Grand Parade.

The resolution also authorizes temporarily closing streets near King Park for the 4th of July fireworks. If inclement weather on July 4th causes the fireworks event to be postponed to July 5th, the same street closures will apply to the backup date.

As in the past, a Dakota County Obstruction Permit is required to close 202nd Street from Dodd Boulevard to Highview Avenue for the Cruise and Grand Parade. The Police Department is working with Dakota County to obtain this permit.

### **Supporting Information**

1. POP Street Closure Resolution Addendum - 2026

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

**CITY OF LAKEVILLE**

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

**RESOLUTION AUTHORIZING TEMPORARY CLOSING OF CITY STREETS FOR  
PAN-O-PROG EVENTS**

**WHEREAS**, the Panorama of Progress is a large event in Lakeville's downtown area, requiring the temporary closure of certain streets near and around the downtown area.

**NOW, THEREFORE, BE IT RESOLVED** the city streets listed on the attached Exhibit A shall be temporarily closed by the Lakeville Street and Police Departments for certain Panorama of Progress events and

**BE IT FURTHER RESOLVED** July 05, 2026, shall be the back-up fireworks date if the event is postponed on July 4, 2026, due to inclement weather, and the road closing locations and times associated with the fireworks event shall apply on July 6th.

**BE IT FURTHER RESOLVED** the Police Chief or his designee has the authority to temporarily close city streets not listed on the attached exhibit if necessary.

**ADOPTED** by the Lakeville City Council this 1st day of June 2026.

**CITY OF LAKEVILLE:**

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

ATTEST:

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

**Exhibit A**

<b>STREET:</b>	<b>DATE:</b>	<b>TIME:</b>	<b>PAN-O-PROG EVENT:</b>
<b>DODD BOULEVARD (CR-9)</b> 190 <sup>th</sup> St to Highview Ave	July 4, 2026 (Saturday)	9:00pm-11:30pm	Fireworks set-up, safety and security
<b>DODD BOULEVARD (CR-9)</b> Block Access @ Inca Ave / Huxley Ave / 183 <sup>rd</sup> St / Hyde Park Ave	July 4, 2026 (Saturday)	9:00pm-11:30pm	Fireworks safety and security
<b>185<sup>th</sup> STREET (CR-60)</b> Ipava Ave to Highview Ave	July 4, 2026 (Saturday)	9:00pm-11:30pm	Fireworks safety and security
<b>185<sup>th</sup> STREET (CR-60)</b> Block Access @ Icard Pass / Huntley Trail	July 4, 2026 (Saturday)	9:00pm-11:30pm	Fireworks safety and security
<b>HOWLAND AVENUE</b> 209 <sup>th</sup> St. to 210 <sup>th</sup> St.	July 8, 2026 (Wednesday) – July 12, 2026 (Sunday)	Continuous Closure	Carnival
<b>208<sup>th</sup> STREET</b> Holyoke Ave to Holt Ave.	July 8, 2026 (Wednesday) – July 12, 2026 (Sunday)	Continuous Closure	Street Market
<b>HOLYOKE AVENUE</b> Heritage Drive to 215 <sup>th</sup> Street	July 10, 2026 (Friday)	6:00pm-11:00pm	Cruise Night
<b>202<sup>nd</sup> STREET</b> Iberia Ave to Highview Ave.	July 10, 2026 (Friday)	6:00pm – 9:00pm	Cruise Night
<b>210<sup>th</sup> STREET</b> Holt Ave. to Jacquard Ave.	July 10, 2026 (Friday)	6:00pm – 9:00pm	Cruise Night
<b>JACQUARD AVENUE</b> 210 <sup>th</sup> Street to 215 <sup>th</sup> Street	July 10, 2026 (Friday)	6:00pm – 9:00pm	Cruise Night
<b>207<sup>th</sup> STREET</b> Holyoke to Howland Ave.	July 10, 2026 (Friday)	4:00pm – 1:00am Saturday	Cruise Night and Adult Dance
<b>207<sup>th</sup> STREET</b> Holyoke to Howland Ave.	July 11, 2026 (Saturday)	9:00am until 1 am Sunday	Kiddie Parade, Car Show, Grand Parade, Adult Dance
<b>207<sup>th</sup> STREET</b> East side of Holyoke	July 11, 2026 (Saturday)	9:00am – 8:00pm	Kiddie Parade, Car Show, Grand Parade
<b>HOLYOKE AVENUE</b> 207 <sup>th</sup> Street to 210 <sup>th</sup> Street	July 9, 2026 (Thursday) – July 12, 2026 (Sunday)	4:00pm Thursday through 5:00pm Sunday	Kiddie Parade, Car Show, Race Car Alley and Downtown Pedestrian
<b>HOLYOKE AVENUE</b> Heritage Drive to Upper 206 <sup>th</sup> Street and 210 <sup>th</sup> Street to 215 <sup>th</sup> Street	July 11, 2026 (Saturday)	3:00pm-8:00pm	Grand Parade
<b>HOLYOKE AVENUE</b> Upper 206 <sup>th</sup> Street to 207 <sup>th</sup> Street	July 11, 2026 (Saturday)	9:00am – 8:00pm	Kiddie Parade, Car Show, Grand Parade
<b>HERITAGE DRIVE</b> Holyoke Ave. to Iberia Ave.	July 11, 2026 (Saturday)	4:00pm-8:00pm	Grand Parade
<b>EB 210<sup>th</sup> STREET</b> Dodd Blvd. to Hamburg Ave.	July 11, 2026 (Saturday)	3:00pm-8:00pm	Grand Parade
<b>HERON WAY</b> Complete Circle	July 11, 2026 (Saturday)	3:00pm-8:00pm	Grand Parade
<b>202<sup>nd</sup> STREET</b> Iberia Ave. to Highview Ave.	July 11, 2026 (Saturday)	4:00pm-8:00pm	Grand Parade



**Date:** 6/1/2026

## **Renewal of Liquor Licenses 2026**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to grant on-sale liquor, club liquor, wine, 3.2% malt liquor, on-sale brewpub, off-sale brewpub, taproom, and small brewer off-sale malt liquor licenses effective July 1, 2026, through June 30, 2027 for entities and licenses identified in the staff report, subject to providing the required certificate of insurance.

### **Overview**

All liquor licenses expire on June 30th. In April, renewal application packets and invoices were mailed to each license holder. The applications were reviewed, and a spreadsheet documenting pertinent information is attached.

All applicants indicated that real estate taxes, assessments, or other financial claims of the City or State have been paid on their property. Several license holders are working with their insurance agents to finalize liquor liability coverage for the 2026-2027 renewal period. Any licenses with unresolved issues will be held until everything is in order.

### **Supporting Information**

1. Renewal Spreadsheet 26-27

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

## LIQUOR LICENSES 2026

LICENSEE	LICENSE TYPE	FEE	LIQUOR LIABILITY	WORK COMP	TAXES PAID	SALES TAX REPORT	CATERING PERMIT	PATIO	2 AM CLOSING	GAMBLING
ANGRY INCH BREWING	TAPROOM BREWER	300 50	YES	YES	YES	N/A	NO	YES	NO	NO
B-52 BURGERS & BREW	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LHA
BABE'S SPORTSBAR	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	YES	LFA
BALDY'S TAILGATE BAR	LIQUOR	7200	YES	YES	YES	N/A		YES	YES	LFA
BARLEY & VINE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
BOWLERO	LIQUOR	7200	YES	YES	YES	N/A	NO	NO	YES	NO
BRACKETT'S CROSSING	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
BUFFALO WILD WINGS	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LFA
CARBONE'S	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LIONS
CHART HOUSE	LIQUOR	6450	YES	YES	YES	N/A		YES	NO	LHA
CRACKER BARREL	BEER/WINE	1100	YES	YES	YES	N/A	NO	NO	NO	NO
CRYSTAL LAKE GOLF	LIQUOR	6450	YES	YES	YES	YES	YES	YES	NO	NO
DAKOTA CURLING	CLUB	700	YES	YES	YES	N/A	NO	NO	NO	NO
EL PARIAN MEXICAN	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	YES	NO
EMAGINE THEATER	LIQUOR	6450	YES	YES	YES	YES	NO	NO	NO	NO
FARMERS GRANDSON EATERY	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
GOODFELLAS	LIQUOR	7200		YES	YES	N/A	NO	TEMP	NO	LHA
GREEN MILL	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LHA
GARY'S	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LS FOOTBALL
JOY'S THAI CUISINE	BEER/WINE	1100			YES	N/A	NO	NO	NO	NO
LAKEVILLE BREWING	LIQUOR BREWER	7200 50	YES	YES	YES	N/A	YES	YES	NO	VFW POST 210
LAKEVILLE LINKS	LIQUOR	7200	YES	YES	YES		NO	NO	NO	NO
LBC ON THE LAKE	LIQUOR	7100	Yes	Yes	Yes	N/A	Yes	Yes	NO	NO
LIFETIME FITNESS	BEER/WINE	1100	YES	YES	YES	N/A	NO	YES	NO	NO
MI PUEBLO MEXICAN	LIQUOR	6450			YES	YES	NO	YES	NO	NO
NORTHERN TAP HOUSE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LHA
OLE PIPER	LIQUOR	7200	YES	YES	YES	N/A	NO	NO	NO	LHA
PORTER HOUSE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO

**LIQUOR LICENSES 2026**

RED'S SAVOY PIZZA	BEER/WINE	<b>1100</b>	YES	YES	YES	N/A	NO	NO	NO	NO
RUDY'S REDEYE GRILL	LIQUOR	<b>7200</b>	YES	YES	YES	N/A	NO	YES	NO	NO
SAKURA SUSHI	BEER	<b>300</b>	YES	YES	YES	N/A	NO	NO	NO	NO
SAWA JAPAN	BEER/WINE	<b>1100</b>	YES	YES	YES	N/A	NO	NO	NO	NO
SWING LAB	BEER/WINE	<b>1100</b>	YES	YES	YES	N/A	NO	NO	NO	NO
TAQUERIA LOS COMPADRES	LIQUOR	<b>7,200</b>	YES	YES	YES	N/A	NO	NO	NO	NO
TERESA'S MEXICAN	LIQUOR	<b>7200</b>	YES	YES	YES	N/A	NO	YES	NO	NO
THE BETTER HALF	LIQUOR	<b>6450</b>	YES	YES	YES	N/A	NO	NO	NO	LIONS

LICENSEE	LICENSE TYPE	FEE	LIQUOR LIABILITY	WORK COMP	TAXES PAID	SALES TAX REPORT	CATERER PERMIT	PATIO	2 AM CLOSING	GAMBLING
HOLIDAY 3821	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
HY-VEE GROCERY	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 343	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 692	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 694	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4169	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4189	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4337	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4490	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4528	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4768	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1598	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1656	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1657	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
TARGET	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
WALMART	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A

LICENSEE	LICENSE	FEE	LIQUOR	WORK	TAXES	SALES TAX	CATERER	PATIO	2 AM	GAMBLING
----------	---------	-----	--------	------	-------	-----------	---------	-------	------	----------

**LIQUOR LICENSES 2026**

	<b>TYPE</b>		<b>LIABILITY</b>	<b>COMP</b>	<b>PAID</b>	<b>REPORT</b>	<b>PERMIT</b>		<b>CLOSING</b>	
<b>BOARD &amp; BRUSH</b>	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
<b>THE BONUS ROOM</b>	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
<b>FINAL FINAL FINAL LLC</b>	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A



**Date:** 6/1/2026

**Extension of on-sale liquor license premise at Babe's for Pan-O-Prog events**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve the extension of Babe's Liquor License premise to include the fenced-in parking lot on July 9–11, 2026, subject to the stipulations provided in the staff report.

**Overview**

Babe's requests an extension of their liquor license premise to include the fenced-in parking lot with live music during their annual Pan-O-Prog events. These events have been held for several years without major issues.

A site plan, schedule of events, and certificate of insurance have been provided. Babe's owner, Thomas Tomaro, will send a letter to the surrounding neighbors advising them of the scheduled events.

The police department reviewed the request and has no objection to the extension of the licensed premise, provided Babe's abides by the site plan and the attached list of stipulations.

**Supporting Information**

1. Pan-O-Prog 2026

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> A Sense of Community and Belonging <b>Report Completed by:</b> <i>Ann Orlofsky</i>, City Clerk</p>
--

April 26<sup>th</sup>, 2026

Mayor Hellier  
Council Members  
City of Lakeville  
20195 Holyoke Ave.  
Lakeville, MN 55044

Dear Mayor Hellier and Council Members:

Babe's Hometown Bar respectfully requests an extension of our on-sale liquor license to allow the sale of alcoholic beverages and live entertainment in the fenced in parking lot on July 9<sup>th</sup> - 11<sup>th</sup>, 2026. Enclosed is a site plan, schedule of events, certificate of insurance and a letter to immediate neighbors that we hope will meet with your satisfaction.

We are aware that the Chief of Police, the Fire Chief or his designee has the authority to direct the event manager to control the level of noise and terminate any event due to security concerns or inclement, hazardous weather.

Sincerely,

Thomas J. Tomaro

Babe's Hometown Bar

C.C. Ann Orlofsky  
Fire Marshall

## Pan-O-Prog 2025

### **Babes Hometown Bar**

#### Thursday, July 9th

- Food and drinks available inside and out until midnight, no drinks after midnight outside. 6 security, family fun event no minors after 9:30 PM.
- Indoor dance with band: “Trick Shift Band” 9:30PM-1:30AM
- No cover charge.

#### Friday, July 10th

- Cruise Night 5:00PM food and beverage outdoors. Outdoor food sales “Johnny Holm Band” 8:00PM-12:00AM. Inspection by Fire Marshall. Ice truck delivered, bar stools removed indoors, no glass on site.
- 6 Police Reservists/Officers.

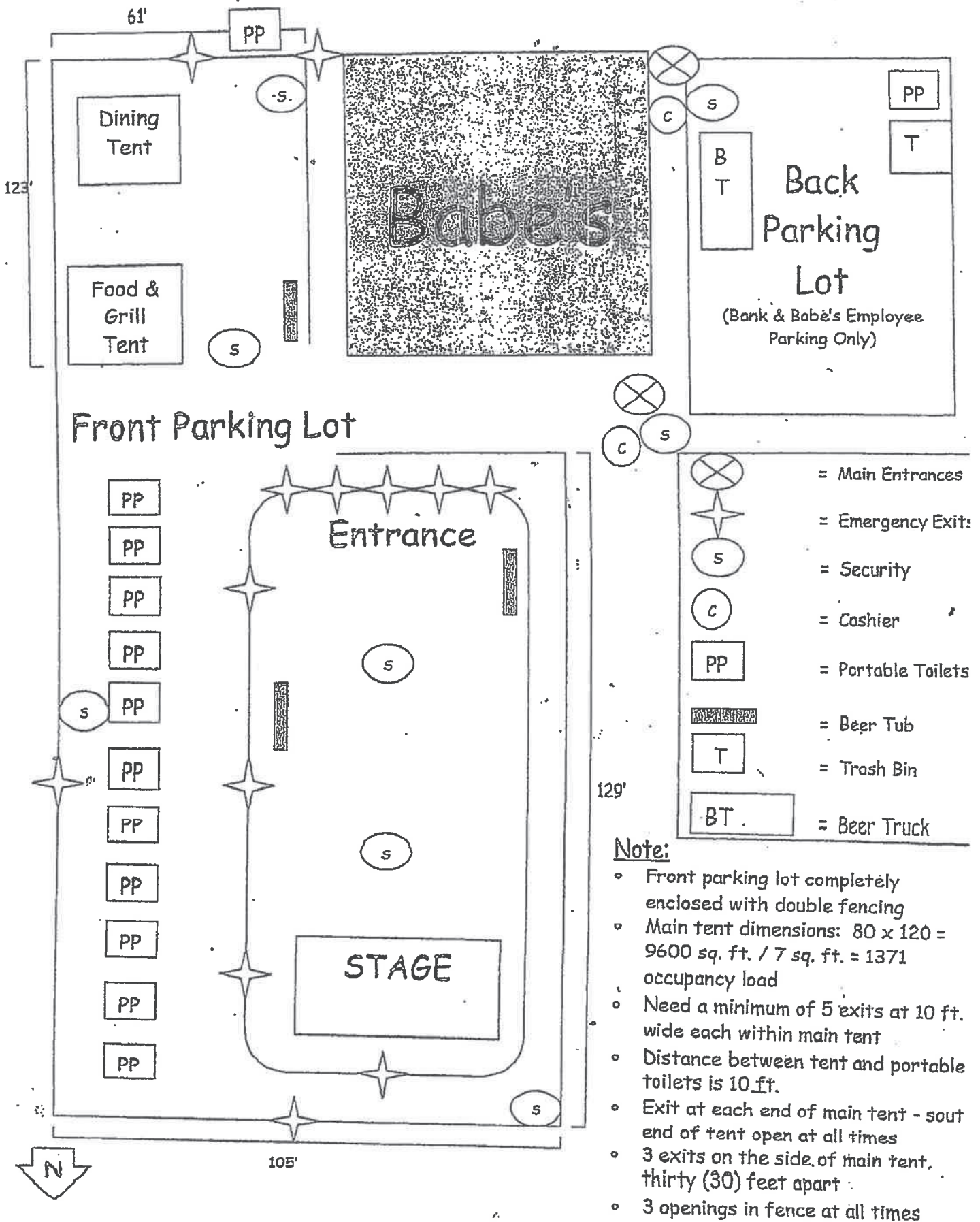
#### Saturday, July 11th

- All day food and beverage, outdoor food sales only, no glass on site.
- “Good For Gary” music 8:00PM-12:00AM
- 6 Police Reservists/Officers

#### Provisions

- All minors out by 9:30PM, those of non-legal consumption age will be wrist-banded for easy identification at 5:00 PM
- 10 full time security July 10<sup>th</sup> and 11<sup>th</sup> radios with headsets will be used for communication.
- Back parking lot for Babe’s and Wells Fargo Employees Only.
- Building to be cleared of all non-management personnel by 3:30AM.

# BABE'S PAN-O-PROG SITE MAP





**Date:** 6/1/2026

## **Proposals from St. Croix Recreation for the Purchase of Playground Equipment for Dakota Heights and Valley Lake Parks**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve proposals from St. Croix Recreation for the Purchase of Playground Equipment for Dakota Heights and Valley Lake Parks.

### **Overview**

Per the standard replacement schedule, three playgrounds were scheduled for replacement this year. Staff worked with various contractors to develop concepts for Bracketts Crossing, Dakota Heights and Valley Lake Parks. St. Croix Recreation concepts were chosen for both Dakota Heights and Valley Lake Parks. Staff has developed a standard Request for Proposal (RFP) that will be shared with playground contractors each year for replacement projects. The RFP asks for three designs with cost estimates based on a budget provided by staff for each replacement and provides a general guideline for interested contractors, including:

- Preferred playground elements and site conditions
- Accessibility requirements
- Removal and installation timeline
- Safety expectations

As part of the selection process, staff shares the proposed playground options with neighborhood residents via an online survey. The survey is promoted with postcards, social media posts and this year, signage was placed at the park locations with a QR code to the survey. The online surveys opened on April 28 and closed on May 10. The preferred concepts are included in your packet for review.

The funding for the playground equipment and installation was included in the 2026 Park Improvement Fund. At this time, Staff is recommending the Mayor and City Council approve the purchase of the playground equipment and installation from St. Croix Recreation through the Sourcewell Cooperative Purchasing Contract in the amounts of:

<b>Park Location</b>	<b>Cost</b>
Dakota Heights	\$79,804.80
Valley Lake	\$81,145.92

Removal of the playgrounds would begin late this summer with installation being completed by fall this year.

**Supporting Information**

- 1. Dakota Heights Playground Proposal
- 2. Dakota Heights Park Playground Rendering
- 3. Valley Lake Playground Proposal
- 4. Valley Lake Park Playground Rendering

<p><b>Financial Impact:</b> \$160,950.72    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Joe Masiarchinm, Parks and Recreation Director</p>
---

St. Croix Recreation Fun Playgrounds INC.  
 1826 Tower Dr W  
 Stillwater, MN 55082-7597 USA  
 6514301247  
 hannah@stcroixrec.com



ESTIMATE # 8320  
 DATE 05/26/2026

# Estimate

**ADDRESS**

City of Lakeville  
 Email:  
 accountspayable@lakevillemn.gov

**SHIP TO**

Dakota Heights Park  
 Attn: Mark Kruse  
 9550 175th St W  
 Lakeville, MN 55044  
 P:952-985-2715

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI 100-215099-1</b> BCI Burke 2-5 and 5-12 Playground	1	88,585.00	88,585.00T
<b>STATE CONTRACT</b> STATE CONTRACT #218090	88,585	-0.12	-10,630.20T
<b>Freight</b> Current Lead times 5-6 weeks	1	1,850.00	1,850.00T

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

**SUBTOTAL** 79,804.80  
**TAX (0%)** 0.00  
**TOTAL** **\$79,804.80**

\*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

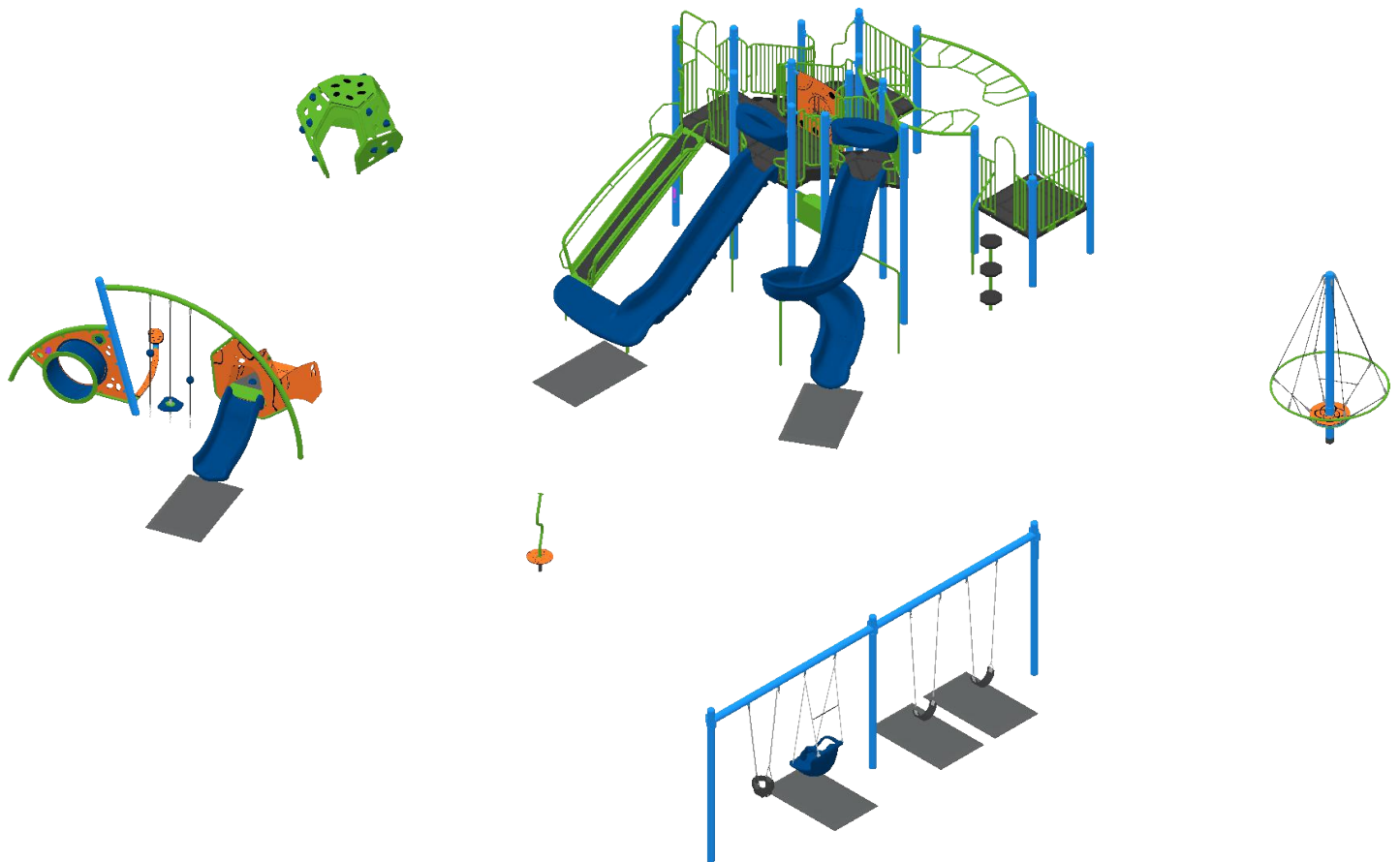
\*\*FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USE

Accepted by: \_\_\_\_\_  
 Luke M. Hellier, Mayor

and by: \_\_\_\_\_  
 Ann Orlofsky, City Clerk

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

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*



St. Croix Recreation Fun Playgrounds INC.  
 1826 Tower Dr W  
 Stillwater, MN 55082-7597 USA  
 6514301247  
 hannah@stcroixrec.com



ESTIMATE # 8321  
 DATE 05/26/2026

# Estimate

**ADDRESS**

City of Lakeville  
 Email:  
 accountspayable@lakevillemn.gov

**SHIP TO**

Valley Lake Park  
 Attn: Mark Kruse  
 16050 Garrett Path  
 Lakeville, MN 55044  
 P:952-985-2715

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI 100-215107-1</b> BCI Burke 2-5 and 5-12 Playground	1	90,109.00	90,109.00T
<b>STATE CONTRACT</b> STATE CONTRACT #218090	90,109	-0.12	-10,813.08T
<b>Freight</b> Current Lead times 5-6 weeks	1	1,850.00	1,850.00T

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

SUBTOTAL 81,145.92  
 TAX (0%) 0.00  
**TOTAL \$81,145.92**

\*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

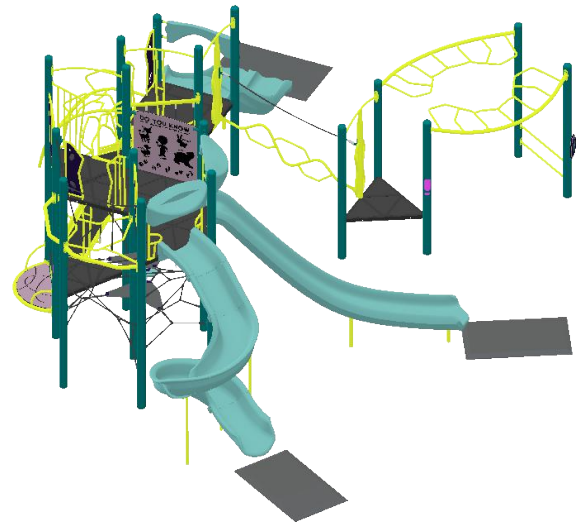
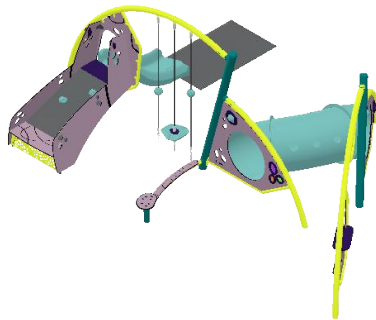
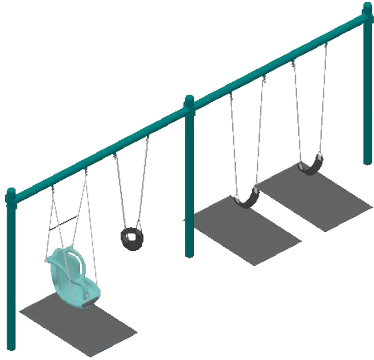
\*\*FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USE

Accepted by: \_\_\_\_\_  
 Luke M. Hellier, Mayor

and by: \_\_\_\_\_  
 Ann Orlofsky, City Clerk

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

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*



St. Croix Recreation Fun Playgrounds Inc.  
1826 Tower Dr W | Stillwater, MN 55082 | 651-430-1247

Proposal 100-215107-1 | 3/25/2026



**Date:** 6/1/2026

**Temporary On-Sale Liquor License to Lakeville Lions for Pan-O-Prog Events**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to the Lakeville Lions Club, subject to the stipulations provided in the staff report.

**Overview**

The Lions would like to hold their annual Beer, Brats & Bingo event on Thursday, July 9, 2026, at the Lakeville Area Arts Center. The event will include bingo and outside beer service. A site plan showing the layout of the fenced-in areas, tent locations, and the food and alcohol distribution area has been provided with the application.

In addition to Beer, Brats & Bingo, the Lions would like to host a beer garden with live music on Friday, Saturday, and Sunday. All events will be held at the Arts Center. The Lions will provide personnel at the entrance to identify and wristband those of legal age to consume alcohol. No one under the age of 21 will be allowed after 9:30 p.m. on Friday and Saturday.

The Police Department has no objection to the issuance of a temporary on-sale liquor license, subject to the attached stipulations. The Lions have submitted a certificate of liquor liability insurance naming the City of Lakeville as an additional insured.

**Supporting Information**

1. 2026 Pan-O-Prog Event Schedule

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> A Sense of Community and Belonging <b>Report Completed by:</b> <i>Ann Orlofsky</i>, City Clerk</p>
--

## 2026 Lakeville Lions Beer Garden @ Pan-O-Prog Event Schedule

Est. Count	Event Date	Gates Open	Event Start	Event End	Event	Performance Info	Performance Time (Estimated)	Bar Close	Grounds Cleared	Gate Closed	Event Notes
4000	Wednesday, July 8, 2026	4:30 PM	8:30 PM	9:00 PM	FOP Tribute Band Night	Church of Czech	6:30 PM	8:30 PM	na	na	2 Portable Bars trailered from LAAC
3000	Thursday, July 9, 2026	4:30 PM	8:30 PM	10:40 PM	Lions Beer, Brats and Engo	\$30 per card cash, 30 games guaranteed General Admission Sales at 5:30 PM	6:30pm Bingo Start 8:30pm Engo Coverall	10:40 PM	10:30 PM	10:45 PM	NO Button or Cover Required ID for Alcohol, Family friendly
1500	Thursday, July 9, 2026	4:30 PM	5:30 PM	10:30 PM	North Bar Music Stage	Tim Howe   North Stage	6:30 PM	10:30 PM	10:45 PM	11:00 PM	NO Button or Cover Required ID for Alcohol, Family friendly
1500	Friday, July 10, 2026	2:00 PM	3:30 PM	6:30 PM	Lions Beer Garden Pre-Cruise Rock N' Roll Show	Bookng Band   Classic Rock   Main Stage	Band / 3:30 PM Cruise / 6:30 PM				NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM
1500	Friday, July 10, 2026	2:00 PM	6:30 PM	11:00 PM	Cruise Night @ The Lions Beer Garden	SOB's   North Stage	8:00 PM	11:30 PM	11:45 PM	12:00 AM	NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM
2500	Friday, July 10, 2026	2:00 PM	5:30 PM	11:30 PM	Cruise Night @ The Lions Beer Garden	Cory Farley   Main Stage	8:30 PM	11:30 PM	11:55 PM	12:00 AM	NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM
1500	Saturday, July 11, 2026	11:00 AM	2:00 PM	4:00 PM	Beer Garden Bucket Special	Los Honky Tonkers	2:00 PM				NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM
500	Saturday, July 11, 2026	11:00 AM	2:00 PM	5:00 PM	Parade Night @ The Lions Beer Garden	Tim Howe   North Stage	2:00 PM				NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM
2500	Saturday, July 11, 2026	11:00 AM	5:00 PM	11:30 PM	Parade Night @ The Lions Beer Garden	Hannah Deaber 7:00 PM Main Stage Hot Date Brothers 9:00-PM Main Stage	Parade 5:00 PM Band 7:00 PM Band 9:00 PM	11:30 PM	11:55 PM	12:00 AM	NO Button or Cover Required ID for Alcohol, 21+ after 9:30 PM



# 2026 Lions Beer Garden @ Pan-O-Prog

No Button or Cover Required | Free Admission | ID & Wristband Required for Alcohol | Ages 21+  
After 9:30pm | Under 21, Must be Accompanied by Parent | NO CARRY-IN's (Food or Beverage)

**Thursday July 09, 2026 | Gates Open 4:30pm**

**Wristband: NEON PINK Lions | LDA: born on or before 07/09/2005**

**Main Stage | Beer, Brats and Bingo | 6:30pm**

**North Bar Stage | Tim Howe | 6:30pm**

**Coverall by 10:00pm | Bar Close 10:30pm**

Admit One  
Products

031495



**Friday July 10, 2026 | Gates Open 2:30pm**

**Wristband: NEON GREEN Lions | LDA: born on or before 07/10/2005**

**Main Stage | Bootleg 3:30pm**

**Holyoke Event | Cruise Night: 6:30pm**

**North Bar Stage | SOB's 8:00pm**

**Main Stage | Cory Farley 8:30pm**

**Bar Close North 11:00pm | Bar Close Main 11:30pm**

Admit One  
Products

070994



**Friday July 11, 2025 | Gates Open 12:00noon**

**Wristband: NEON ORANGE Lions | LDA: born on or before 07/11/2005**

**Main Stage | Los Honky Tonkers, North Bar Stage | Tim Howe 2:00pm**

**Holyoke Event | Grand Parade 5:00pm**

**Main Stage | Hannah Dasher 7:00pm**

**Main Stage | Not Quite Brothers 9:00pm**

**Bar Close North 10:30pm | Bar Close Main 11:45pm**

Admit One  
Products

051495







Lion's  
Art Center North



**Date:** 6/1/2026

## **Resolution of Support Authorizing the Submittal of a 2026 Regional Solicitation Funding Application to the Metropolitan Council for the Dodd Boulevard Modernization Project**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution of support authorizing the submittal of a 2026 Regional Solicitation funding application to the Metropolitan Council for the Dodd Boulevard Modernization Project (CP 26-04).

### **Overview**

The Metropolitan Council's Regional Solicitation is the competitive process for allocating federal transportation funds (part of the Infrastructure Investment and Jobs Act). The City and County are partnering to submit an application under the Roadway Modernization category for the 2026 funding cycle. The Dodd Boulevard Modernization project between 210th Street and Kenwood Trail (CSAH 50) replaces an aging, rural roadway with an urban roadway with trails on both sides and intersection improvements. The project implements a complete streets approach in policy, planning, operations and maintenance and emphasizes and prioritizes the safety of people outside vehicles. Federal funds would be applied to construction costs only.

This project was selected for application because it aligns strongly with the Regional Solicitation scoring criteria and provides community benefits in the areas of a) new or improved multimodal connections, b) safety including connection to existing safety planning efforts, safety improvements for people outside vehicles, and safe system approach, c) freight regional truck corridor study tiers, d) flood mitigation, stormwater treatment and other environmental benefits, and e) community considerations including community context, community need and engagement, and community benefits.

### **Supporting Information**

1. 2026.06.01 Resolution

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> N/A <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Jonathan Nelson, Assistant City Engineer</p>
--

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**RESOLUTION OF SUPPORT FOR SUBMITTING A 2026 REGIONAL SOLICITATION FUNDING APPLICATION TO THE METROPOLITAN COUNCIL FOR THE DODD BOULEVARD MODERNIZATION PROJECT**

**WHEREAS**, the Regional Solicitation for Roadway Modernization Grant Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

**WHEREAS**, the Metropolitan Council is soliciting applications for \$240 million in federal funding for 2030-2031, to fund up to 80% of construction costs; and

**WHEREAS**, the Dodd Boulevard Modernization (City Project 26-04) implements a complete streets approach in policy, planning, operations and maintenance of roads; emphasizes and prioritizes the safety of people outside vehicles in the transportation right-of-way; and plans for and invests in first/last mile freight connections between major freight generators and the regional highway system; and

**WHEREAS**, federal funding for regional transportation projects reduces the burden on local taxpayers for providing dynamic and resilient, healthy and safe infrastructure; and

**WHEREAS**, the Dodd Boulevard Modernization (City Project 26-04) is included in the adopted City of Lakeville five-year Capital Improvement Plan (2026-2030).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lakeville, Minnesota, supports and approves the submission of the 2026 Regional Solicitation application for the Dodd Boulevard Modernization and directs City staff to complete and submit all required application materials.

**ADOPTED** by the Lakeville City Council this 1<sup>st</sup> day of June 2026.

**CITY OF LAKEVILLE**

---

Luke M. Hellier, Mayor

**ATTEST:**

---

Ann Orlofsky, City Clerk



Date: 6/1/2026

**Resolution of Support Authorizing the Submittal of a 2026 Active Transportation Program Application to the Metropolitan Council for the Lake Marion Greenway - Downtown Sidewalk Improvements Project**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution of support authorizing the submittal of a 2026 Active Transportation Program application to the Metropolitan Council for the Lake Marion Greenway - Downtown Sidewalk Improvements Project (CP 26-15B).

**Overview**

The Active Transportation Program is a grant program under the Metropolitan Council's 2026 Regional Solicitation. The City is applying for state transportation funds for the Downtown Sidewalk Improvements Project (CP 26-15B) to construct new sidewalk segments and pedestrian crossing improvements in Downtown Lakeville to strengthen the community's walking network, improve safety, and address connectivity gaps. The project focuses on enhancing pedestrian connectivity between 209th Street, Upper 209th Street, the Lake Marion Greenway, and Holyoke Avenue. The project includes new sidewalks, improved crossings, and targeted safety features that reduce or eliminate barriers to walking in the downtown area.

This project was selected for application because it aligns strongly with the Active Transportation Program's scoring criteria, including a) inclusion in a municipal non-motorized transportation system plan, b) encourages and promotes Complete Streets planning, design, and construction, c) supports connections between communities and to key destinations within a community, d) identifies barriers or deficiencies in the non-motorized transportation system, e) identifies safety or health benefits, f) geographic equity in project benefits, and g) ability to maintain the active transportation infrastructure following project completion.

**Supporting Information**

1. 2026.06.01 Resolution

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> N/A <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Jonathan Nelson, Assistant City Engineer</p>
--

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**RESOLUTION OF SUPPORT FOR SUBMITTING A 2026 ACTIVE  
TRANSPORTATION PROGRAM APPLICATION TO THE METROPOLITAN  
COUNCIL FOR THE LAKE MARION GREENWAY – DOWNTOWN SIDEWALK  
IMPROVEMENTS PROJECT**

**WHEREAS**, the Active Transportation Grant Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

**WHEREAS**, the Metropolitan Council is soliciting applications for \$50 million for the Active Transportation Grants for 2027-2029; and

**WHEREAS**, the Lake Marion Greenway – Downtown Sidewalk Improvements (City Project 26-15B) is included in the municipal nonmotorized transportation system plan, promotes complete streets planning, design and construction, supports connections between communities and to key destinations within the community, identifies barriers or deficiencies in the nonmotorized transportation system, identifies safety or health benefits, provides geographic equity in project benefits, and is able to be maintained following project completion; and

**WHEREAS**, state funding for local transportation projects reduces the burden on local taxpayers for providing dynamic and resilient, healthy and safe infrastructure; and

**WHEREAS**, the Lake Marion Greenway – Downtown Sidewalk Improvements (City Project 26-15B) is included in the adopted City of Lakeville five-year Capital Improvement Plan (2026-2030).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lakeville Minnesota, supports and approves the submission of the 2026 Active Transportation Program application for the Lake Marion Greenway – Downtown Sidewalk Improvements and directs City staff to complete and submit all required application materials.

**ADOPTED** by the Lakeville City Council this 1<sup>st</sup> day of June 2026.

**CITY OF LAKEVILLE**

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

**ATTEST:**

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



Date: 6/1/2026

## **Resolution of Support Authorizing the Submittal of a 2026 Regional Solicitation Funding Application to the Metropolitan Council for the Lake Marion Greenway - South Creek**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve a resolution of support authorizing the submittal of a 2026 Regional Solicitation funding application to the Metropolitan Council for the Lake Marion Greenway - South Creek (CP 26-15C).

### **Overview**

The Metropolitan Council's Regional Solicitation is the competitive process for allocating federal transportation funds (part of the Infrastructure Investment and Jobs Act). The City and County are partnering to submit an application under the Regional Bicycle Facilities category for the 2026 funding cycle. The Lake Marion Greenway - South Creek (CP 26-15C) provides new greenway trail construction between Downtown Lakeville (at the western terminus of 209th Street) and Cedar Avenue. The requested funding will be for the construction of a new 10-foot-wide bituminous trail and constructing a regional trail that is identified in the Regional Parks and Trails System Plan.

This project was selected for application because it aligns strongly with the Regional Solicitation scoring criteria, including a) identified regional bicycle priority, b) connection to key destinations, c) all ages and abilities design, d) connection to existing safety efforts and safety improvements for people outside of vehicles, and e) community considerations including community context, community need and engagement, and community benefits.

### **Supporting Information**

1. 2026.06.01 Resolution

<p><b>Financial Impact:</b> \$0    <b>Budgeted:</b> No    <b>Source:</b> N/A <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Jonathan Nelson, Assistant City Engineer</p>
--

**CITY OF LAKEVILLE**

**RESOLUTION NO. 26-**

**RESOLUTION OF SUPPORT FOR SUBMITTING A 2026 REGIONAL SOLICITATION FUNDING APPLICATION TO THE METROPOLITAN COUNCIL FOR THE LAKE MARION GREENWAY – SOUTH CREEK PROJECT**

**WHEREAS**, the Regional Solicitation for Regional Bicycle Facilities Grant Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

**WHEREAS**, the Metropolitan Council is soliciting applications for \$240 million in federal funding for 2030-2031, to fund up to 80% of construction costs; and

**WHEREAS**, the Lake Marion Greenway – South Creek (City Project 26-15C) identifies regional bicycle priority, connects to key destinations, provides all ages and abilities design, provides connection to existing safety efforts and safety improvements for people outside of vehicles, and accounts for community considerations including community context, community need and engagement, and community benefits; and

**WHEREAS**, federal funding for regional transportation projects reduces the burden on local taxpayers for providing dynamic and resilient, healthy and safe infrastructure; and

**WHEREAS**, the Lake Marion Greenway – South Creek (City Project 26-15C) is included in the adopted City of Lakeville five-year Capital Improvement Plan (2026-2030).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lakeville Minnesota, supports and approves the submission of the 2026 Regional Solicitation application for the Lake Marion Greenway – South Creek and directs City staff to complete and submit all required application materials.

**ADOPTED** by the Lakeville City Council this 1<sup>st</sup> day of June 2026.

**CITY OF LAKEVILLE**

---

Luke M. Hellier, Mayor

**ATTEST:**

---

Ann Orlofsky, City Clerk



**Date:** 6/1/2026

**Professional Services Proposal for Preliminary Geotechnical Investigation for the Satellite Water Treatment Plant**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve a proposal with Braun Intertec for preliminary geotechnical investigation work for the satellite water treatment plant, City Project No. 27-13.

**Overview**

The purpose of the geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project and provide geotechnical recommendations for use in the design and construction of the new satellite water treatment plant.

**Supporting Information**

1. Proposal

<p><b>Financial Impact:</b> \$33,200    <b>Budgeted:</b> Yes    <b>Source:</b> Water Fund <b>Envision Lakeville Community Values:</b> Good Value for Public Services <b>Report Completed by:</b> Paul Oehme, Public Works Director</p>
--

May 22, 2026

Proposal 1001251\_001

Paul Oehme  
**City of Lakeville**  
20195 Holyoke Avenue  
Lakeville, MN 55044

Re: Proposal for a Geotechnical Evaluation Report  
Lakeville Water Treatment Plant  
Intersection of 179<sup>th</sup> Street West and Granby Lane  
Lakeville, Minnesota

Dear Mr. Oehme:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for Lakeville Water Treatment Plant at the referenced site.

## Project Information

Per the RFP provided by Black and Veatch , the City of Lakeville is proposing to build a new water treatment plant that will be located near the intersection of Granby Lane and 179<sup>th</sup> Street South in Lakeville, just east of the existing water tower. We understand the new plant will be approximately 65'X225' and will include a below-grade plate settler, filter pipe gallery, a backwash wetwell, and a finished water wetwell. In addition, the project will also include the construction of a 40' diameter, 20' deep backwash recovery basin, a 80'X150'X20' deep below-grade concrete finished water clearwell, new utility pipes for both finished water and raw water material, and at-grade parking/driving lanes for the new plant.

## Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the design and construction of the new water treatment plant.

## Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



## Site Access

Based on aerial photographs, it appears that the site is accessible using an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Borings BH-4 and BH-5 appear to be located in a heavily wooded area. We anticipate that we will be able to access these borings with minor brush clearing only; We have not included tree clearing to access these borings in our proposal. Should tree clearing be needed, additional fees will apply.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

## Staking

We will stake prospective subsurface exploration locations, as selected by Black and Veatch, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

## Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

## Permits

As we will not be drilling within the roadway, we do not anticipate the need to submit a City of Lakeville Right of Way permit. Should we be required to submit a permit, additional fees may apply.

## Traffic Control

As all of the requested boring locations will be off the roadway, we do not anticipate that traffic control will be needed to facilitate drilling activities. Should the boring locations need to be offset within a roadway or in an area where traffic control is necessary for our drill crews to safely and effectively complete the soil borings, additional fees will apply.

## Penetration Test Borings

As requested, we propose to drill seven standard penetration test (SPT) borings for the project. [Table 1](#) provides a summary of the proposed boring locations and depths. We will perform standard penetration tests continuously to a depth of 10 feet and at 5-foot intervals at greater depths as requested.



**Table 1. Summary of Proposed Borings**

Location	Type	Quantity	Depth (feet)	Total Footage (feet)
Water treatment facility	SPT	1	60	60
		2	30	60
Clear well structure	SPT	1	35	35
Backwash structure	SPT	1	35	35
Utilities	SPT	2	20	40
		<b>Total</b>	7	230

The figure below shows an illustration of our proposed boring locations.



**Figure 1. Proposed Boring Locations**

Figure provided by Black and Veatch.



We have also made provisions to obtain thin-walled tube samples of the clay soils encountered for laboratory testing.

We will also collect bag samples from one soil boring from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

We do not anticipate that bedrock will be encountered at this project site and therefore, we did not include rock coring in our proposal. Should bedrock be encountered and rock coring be necessary, additional fees will apply.

## Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will also provide a 24-hour delayed groundwater level reading in each soil boring using temporary piezometers installed at either the termination depth of the borings or apparent groundwater.

In soil borings BH-3 and BH-6, following the completion of the SPT sampling, we will install permanent monitoring wells set approximately 5 feet below encountered groundwater. Each monitoring well will have 5 feet of screen near the encountered groundwater level with riser extending to a height of approximately 2 feet above existing grade. Each well will be set at a maximum depth of 50 feet. Each monitoring well will then be developed as requested and will feature a steel protective casing with a locking cap. We assume that water from the development of the wells will be allowed to be discharged on site and will not require containerizing. Each monitoring well will have a valid well permit per MDH requirements for permanent wells.

Following initial installation, we will return to the site on a monthly basis for a period of 6 months to record the groundwater levels in Borings BH-3 and BH-6. The results of these groundwater measurements will be included within the project geotechnical report. Following completion of the monitoring period, we will return to the site, remove the protective casing and well, and abandon the well per MDH requirements.

## MDH Notification

We are planning for the borings (and soundings/cores) to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the MDH by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.



## **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 230 linear feet with grout.

Our lump sum fee includes those fees associated with the sealing.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for releveling after we complete our fieldwork.

## **Field Electric Resistivity Testing**

As requested, we will perform field electrical soil resistivity along two array lines. The electrical resistivity testing will be performed in general accordance with the Wenner 4-Pin Array in general accordance with ASTM G57. Testing will be performed with electrodes spaced at nominal intervals of 2.5, 5, 10, 15, 20, 25, and 30 feet, as indicated in the RFP. We have assumed the array lines are free of obstructions and accessible to a 4-wheel drive vehicle.

## **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 7 moisture content tests, 5 mechanical analyses tests, 3 Atterberg limits tests, 2 unconfined compressive strength tests, 1 standard Proctor test, 3 organic content tests, and one time rate consolidation test. We have not included CBR testing, rock core compressive strength testing, or swell testing in our proposal, as we do not anticipate they will be needed based on existing geologic site information.

We have also included fees to perform corrosivity testing suites on three select soil samples recovered during drilling operations.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.



## Report

We will prepare two reports with this project, a geotechnical data report and a geotechnical recommendations report. The geotechnical data report will include the following:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Results of the laboratory testing program.

The geotechnical recommendations report will include the following as requested in the RFP:

- References to the geotechnical data report.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for use in the design and construction of footings, deep foundations (if recommended), interior slabs, pavements, utilities, below-grade walls, utilities, and stormwater management systems.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 to 6 weeks following receipt of written authorization
- Field exploration – 3 days on site to complete the drilling services
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Draft report submittals:
  - Data report within about 2 weeks of completion of the field work and laboratory testing
  - Recommendation Report within 3 weeks of completion of the field work and laboratory testing
- Final report submittal – within 1 week of receiving comments on the draft reports



If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a lump sum fee of **\$33,200**.

**Table 2. Proposed Fee Breakdown**

Service	Fee
Staking and utility clearance	\$ 1,250
Drilling services	\$ 9,350
Groundwater monitoring and wells	\$ 10,850
Field resistivity testing	\$ 1,300
Laboratory testing	\$ 3,300
Coordination, engineering analysis, and report	\$ 7,150
<b>Total</b>	<b>\$ 33,200</b>



## General Remarks

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

We will provide our services under the terms of the Master Agreement for Professional Engineering Services with the City of Lakeville, dated September 20, 2021. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 (rjett@braunintertec.com).

Sincerely,

**Braun Intertec Corporation**

Richard S. Jett, PE  
Senior Engineer

Chad R. Lukkarila, PE  
Associate Director, Senior Engineer

Attachments:  
MDH Notification Form

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



# Minnesota Department of Health Well Sealing Notification Form

Please have the property owner, representative or agent complete the “Well Owner” section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

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

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

**WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS**  
**Send notification form and payment (check, money order, or credit card information) to:**  
 Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.  
 Well Management Section Fax Number: (651) 201-4599.

Minnesota Unique Well No. or W-series No. (Leave blank if not known) \_\_\_\_\_ Minnesota Well and Boring Sealing No. **H**

Card Type:  Visa  Mastercard  Discover Exp. Date \_\_\_\_\_  
 Print Cardholder Name \_\_\_\_\_  
 Card Number \_\_\_\_\_ 3-Digit Security Code (Printed on back side of card.) \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_

Well Sealing Notification (269) Check Box If:  
 Well is Multiple Cased  
 Larger than 8-inch Inside Diameter

Check Well Type:  Water-Supply Well  Monitoring Well  Other \_\_\_\_\_

<b>WELL LOCATION</b>	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) 1/4 1/4 1/4			
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter		
<b>WELL OWNER</b>	Well Owner Name (Print)					Daytime Telephone Number ( )			
	Well Owner Street Address				City	State	Zip Code		
	Well Owner Signature						Date		
<b>WELL CONTRACTOR</b>	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.		

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.



**Date:** 6/1/2026

## **Agreement with M&A Bauer Salvage for Dakota Heights Park and Valley Lake Park Playground Removals**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve Agreement with M&A Bauer Salvage for Dakota Heights Park and Valley Lake Park playground removals.

### **Overview**

The Dakota Heights Park and Valley Lake Park playgrounds are scheduled to be replaced in 2026. Staff has been working with M&A Bauer Salvage to arrange the removal of the original playground equipment from both locations at no cost to the City. The option of having the old equipment removed by an outside source is a direct cost and staff time savings to the department. The contractor benefits from the opportunity to salvage the old playground materials. The removal of original equipment will be scheduled just before the installation of new equipment at both locations to minimize impact on users.

At this time, Staff is recommending the Mayor and City Council approve the Agreement with M&A Bauer Salvage at no cost to the City.

### **Supporting Information**

1. M&A Bauer Salvage Agreement for Playground Removals at Dakota Heights and Valley Lake Park

**Financial Impact:** \$NA **Budgeted:** No **Source:** NA

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

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

# ASSET TRANSFER AGREEMENT

**THIS ASSET TRANSFER AGREEMENT** is made this 1<sup>st</sup> day of June, 2026 by the **CITY OF LAKEVILLE**, Minnesota, a Minnesota municipal corporation (“City”) and **M&A BAUER SALVAGE**, a Minnesota corporation (“Company”) collectively referred to herein as “the Parties”.

**WHEREAS**, Minnesota Statute § 471.345 authorizes City to enter into contracts for the sale of equipment and the alteration of real property;

**WHEREAS**, City no longer needs certain playground equipment as a part of its operations as described on Exhibit A, attached hereto (“Playground Equipment”);

**WHEREAS**, the Playground Equipment is worth less than \$6,000.00;

**WHEREAS**, City wishes to allow Company to remove said surplus Playground Equipment and transfer the Playground Equipment to Company under the terms and conditions set forth below;

**WHEREAS**, Company agrees to remove and accept the Playground Equipment, under the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the mutual promises and other considerations exchanged by the Parties as set forth herein, City hereby transfers to, and Company hereby accepts, the Playground Equipment as follows:

## **A. Description of the Assets.**

1. Acquired Assets. As used in this agreement, the term “Playground Equipment” shall mean the equipment described in **Exhibit A**.
2. Exclusion of other assets. No assets of City other than the Playground Equipment are being transferred pursuant to this agreement and, therefore, under this agreement Company acquires no ownership in any assets of City other than those known herein as the Playground Equipment.

## **B. Consideration.**

1. Rather than incur the cost for demolition and removal which is anticipated to be more costly than the market value of the used equipment, the City can have the equipment disassembled and removed at no cost by Company.
2. Company shall disassemble and remove the Playground Equipment at no cost to the City. Company must provide all required machinery and transportation in order to remove the Playground Equipment. Removal of Playground Equipment will occur by a date that is coordinated and approved with and by the Parks

Superintendent. Company shall not remove the equipment until authorized by City.

3. Follow removal of the Playground Equipment, Company shall level the site so there are no holes.
4. Company shall not assume nor have any responsibility with respect to any obligation or debt of City.
5. The City will provide Company with a Bill of Sale wherein the City sells Landlord's Playground Equipment to Company on an "as is where is" basis as shown in **Exhibit C**.

**C. Representations and Warranties.**

1. City Representations and Warranties. City makes the following representations and warranties to Company:
  - a. City possesses clear title to all Playground Equipment free of any claims, encumbrances, or liens of third parties.
  - b. The Playground Equipment contain no hidden damage or defects known to City other than those disclosed in writing to Company prior to the execution of this Agreement.
  - c. The Playground Equipment are being transferred on an "AS IS" basis, and except as expressly set forth in the preceding sentence, CITY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAYGROUND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THEIR PHYSICAL CONDITION, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PLAYGROUND EQUIPMENT FOR ANY PARTICULAR PURPOSE, EXPRESS OR IMPLIED. COMPANY RELEASES CITY FROM ANY AND ALL CLAIMS AT LAW OR EQUITY REGARDING THE PLAYGROUND EQUIPMENT AND THEIR PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
2. City Additional Representations and Warranties. No additional warranties or representations are made by City.

**D. Integration.** This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations, and warranties, express

or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

- E. **Modification.** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- F. **Insurance.** The Company, at its expense, shall maintain the insurance coverage included in **Exhibit B**.
- G. **Indemnification.** To the fullest extent permitted by law, the Company 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 the Company's negligence or the Company's performance or failure to perform its obligations under this Agreement. The Company's indemnification obligation shall apply to the Company's subcontractor(s), or anyone directly or indirectly employed or hired by the Company, or anyone for whose acts the Company may be liable. The Company agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- H. **Acknowledgements.** Each party acknowledges that they have had an adequate opportunity to read and study this agreement, to consider it, to consult with attorneys if they have so desired.

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement as of the effective date.

**CITY OF LAKEVILLE**

**M&A BAUER SALVAGE**

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

By \_\_\_\_\_  
\_\_\_\_\_ [print name]

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

Its \_\_\_\_\_ [title]

**EXHIBIT A**

**Subject Playground Equipment**

Dakota Heights Park playground equipment located at 17970 Italy Path, Lakeville, MN 55044.



Valley Lake Park playground equipment located at 16050 Garrett Path, Lakeville, MN 55044.



## EXHIBIT B

### Contractor's Required Insurance

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employers liability coverage with minimum limits are as follows:
  - \$500,000 – Bodily Injury by Disease per employee
  - \$500,000 – Bodily Injury by Disease aggregate
  - \$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City.

All insurance limits of any policy in excess of the minimum limits shall be available to the City.

All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under this Agreement.

Deductibles and self-insured retentions in excess of \$50,000 must be declared to and

approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.

The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

The 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' written notice for nonpayment of premium.

The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.

Failure to maintain required insurance coverage may result in suspension of work or termination of this Agreement. Please review these requirements with your insurance agent or broker for assurance that the mandatory types and limits of insurance coverages are in place.

The City's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.

All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

If the coverage period shown on the Contractor's current certificate(s) of insurance ends during the duration of the project, the Contractor must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage is in effect.

No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under this Agreement.

The Contractor's insurance shall not limit its indemnification obligation to the City under this Agreement.

**EXHIBIT C**

**BILL OF SALE**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Seller”), owner of the following described property hereby sells, conveys, transfers and assigns to M&A Bauer Salvage (“Buyer”), on an “as is” “where is” basis without any representations or warranties except as expressly stated herein, the following personal property: playground equipment located at Lakeville, Minnesota and described on **Exhibit A** attached hereto and made a part hereof.

Seller represents and warrants that it is the sole owner of the personal property described above, that the personal property is free from all encumbrances and that Seller has the right to sell and convey the personal property to Buyer.

Buyer agrees to indemnify, hold harmless, and defend Seller, its officials, employees, contractors, or agents, against any and all claims that may arise from injuries related to the Property that may occur after the date of sale below.

**IN TESTIMONY WHEREOF**, said Seller and Buyer have caused this Bill of Sale to be executed this 1<sup>st</sup> day of June, 2026.

**CITY OF LAKEVILLE**

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

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

**M&A BAUER SALVAGE**

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

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



**Date:** 6/1/2026

## **Approval of Change Order 1 for the 2026 Miscellaneous Project**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve change order #1 in the amount of \$30,612.50 for the 2026 Miscellaneous Improvements Project, City Project 26-01.

### **Overview**

On April 6, 2026 the City Council awarded a construction contract for the 2026 Miscellaneous Improvements Project. Included in the project were ADA upgrades and some bituminous trail work. The section of trail addressed by change order 1 was not a part of the original project but has been significantly impacted by willow trees and requires repair. The contractor for 26-01, McNamara Contracting, submitted proposed pricing for the repair. Staff also requested pricing from another contractor who had previously completed work in Lakeville and their price was higher than McNamara's. The 2026 Park and Trail Improvement Fund dollars will be used to fund this additional work.

The change order in the total amount of \$30,612.50 would allow these repairs to be made. Staff recommends approval of the change order 1.

### **Supporting Information**

1. Change Order 1
2. Location Map
3. McNamara Construction Quote
4. Northwest Asphalt Quote

<p><b>Financial Impact:</b> \$30,612.50    <b>Budgeted:</b> Yes    <b>Source:</b> Park and Trail Improvement Fund <b>Envision Lakeville Community Values:</b> Good Value for Public Service <b>Report Completed by:</b> Steve Ferraro, Public Works Coordinator</p>
---

CITY OF LAKEVILLE  
CHANGE ORDER



CHANGE ORDER NO. 1	
DATE 5/22/2026	SHEET Page 1 of 2
PROJECT NO. 26-01	
PROJECT NO. 26-01	
PROJECT NO. 26-01	
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 214th Street Reconstruction Project
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 Miscellaneous Project
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 Trail Gaps Project
ADDRESS 16700 Chippendale Ave Rosemount , MN 55068	TYPE OF WORK Change Order 1
ORIGINAL CONTRACT AMOUNT \$3,573,635.40	REVISED CONTRACT AMOUNT \$3,604,247.90

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount	
1	349	RESTORATION - TOPSOIL, SEED AND BLANKET	SY	0	70.00	\$23.25	\$1,627.50	0.00	
1	343	MOBILIZATION	LS	0	1.00	\$4,200.00	\$4,200.00	0.00	
17	344	REMOVE BITUMINOUS TRAIL	SY	0	110.00	\$26.00	\$2,860.00	0.00	
18	348	BITUMINOUS PAVEMENT (3" SPWEA340B(R))	SY	0	110.00	\$61.00	\$6,710.00	0.00	
34	347	CLASS 5 AGGREGATE BASE (RECYCLE)	TON	0	40.00	\$77.00	\$3,080.00	0.00	
217	345	COMMON EXCAVATION	CY	0	20.00	\$69.00	\$1,380.00	0.00	
2104.602	350	SALVAGE AND REINSTALL GATE	EACH	0	1.00	\$5,400.00	\$5,400.00	0.00	
2575.603	346	ROOT BARRIER	LF	0	105.00	\$51.00	\$5,355.00	0.00	
<b>Net Increase or Decrease: \$30,612.50</b>							<b>Totals</b>	\$30,612.50	\$0.00

Due to this change, the contract time:

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

► **b: is not changed.**

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

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

Remove and replace 100 feet of trail near Legacy Park to the south of Highview Ave. The trail has become significantly impacted by willow trees and needs repair.

CONTRACTOR SIGNATURE <i>Lucas Henry</i>	DATE 5.26.26
MAYOR SIGNATURE	DATE
CITY CLERK SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE <i>John Johnson</i>	DATE 5/22/2026

# 26-01 Change Order 1 Location Map





# McNamara Contracting, Inc.

16700 Chippendale Avenue  
 Rosemount, MN 55068  
 Phone: 651.322.5500 Fax: 651.322.5550  
[www.mcnamaracontracting.com](http://www.mcnamaracontracting.com)

<b>To:</b> City Of Lakeville <b>Address:</b> Lakeville, MN 55044	<b>Contact:</b> <b>Phone:</b> <b>Fax:</b>
<b>Project Name:</b> 170th Trail <b>Project Location:</b> <b>Addendum #:</b> -	<b>Bid Number:</b> <b>Bid Date:</b> 4/23/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$4,200.00	\$4,200.00
2	Remove Bituminous Trail	110.00	SY	\$26.00	\$2,860.00
3	Common Excavation	20.00	CY	\$69.00	\$1,380.00
4	Root Barrier (Under Agg Base And Wrapped Up Sides)	105.00	LF	\$51.00	\$5,355.00
5	Class 5 Aggregate Base (Recycle)	40.00	TON	\$77.00	\$3,080.00
6	Pave 3" Bituminous Trail (SPWEA340B(R))	110.00	SY	\$61.00	\$6,710.00
7	Restoration - Topsoil, Seed And Blanket	70.00	SY	\$23.25	\$1,627.50
8	Salvage And Re-install Gate	1.00	EACH	\$5,400.00	\$5,400.00

**Total Bid Price: \$30,612.50**

**Notes:**

- Quote for the line items as described only. Traffic control includes 2 trail closed signs.
- McNamara will remove gate as carefully as reasonably possible but will not be responsible for damage due previous wear and tear.
- Bond is included at 0.15%
- McNamara will not be take reasonable steps to protect existing concrete sidewalk including plywood covering and not backing trucks over it, but will not be responsible for damage if subgrade is deemed unsuitable as machinery MUST be driven over it.
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.
- Quote assumes work completed by 10/31/2026.

**Payment Terms:**

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>McNamara Contracting, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Lucas Henry 612-655-3695 lucash@mcnamaracontracting.com</p>
---	---

# Proposal



## NORTHWEST ASPHALT, INC

*"PAVING, EXCAVATION & UTILITIES"*

1451 STAGECOACH ROAD SHAKOPEE, MN 55379-2797

PHONE (952)445-1003 FAX (952)445-1056

[www.nwasphalt.net](http://www.nwasphalt.net)

Proposal Submitted to:  
**Lakeville Public Works**  
**Attn Steve Ferraro**

Phone

Project  
**Legacy Trail**  
**Lakeville MN**

Architect

Date of Plans

Date Bid Submitted  
**May 21, 2026**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>PRICE</u>	<u>EXTENSION</u>
	Mobilization	LS	1	\$4,665.00	\$4,665.00
	Remove Bituminous Trail	Sy	110	\$12.25	\$1,347.50
	Common Excavation	Cy	20	\$126.50	\$2,530.00
	Root Barrier	Lf	105	\$91.60	\$9,618.00
	Cl.5 Recycle Agg Base	Ton	40	\$63.57	\$2,542.80
	3" SPWEA340B	Sy	110	\$57.12	\$6,283.20
	Restoration- topsoil & seed/blanket	Sy	70	\$45.06	\$3,154.20
	Salvage & reinstall gate	Ea	1	\$1,925.00	\$1,925.00
<b>Total</b>					<b>\$32,065.70</b>

Good for 2026.

Authorized Signature: **LANCE GUENTZEL - PROJECT MANAGER**

*Lance Guentzel*

*Note: This proposal may be withdrawn by us if not accepted within 10 days.*

**Acceptance of Proposal:**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.*

*Payment will be made as outlined above.*

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

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

Date of Acceptance: \_\_\_\_\_



**Date:** 6/1/2026

**Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the  
2<sup>nd</sup> Quarter of 2026**

**Proposed Action**

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

**Overview**

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

**Supporting Information**

1. Q2 List of Donors
2. Q2 Parks & Recreation Donation Resolution

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> Donations <b>Envision Lakeville Community Values:</b> A Sense of Community and Belonging <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
--

**DONATIONS RECEIVED BY PARKS & RECREATION DEPARTMENT**

**2nd Quarter of 2026**

Kevin & Rhonda Miller	\$292.66	Flowers for Memorial at Aronson Park
Lakeville Garden Club	\$292.65	Flowers for Memorial at Aronson Park
Eisele Greenhouse	\$292.65	Flowers for Memorial at Aronson Park
Lakeville Lions	\$100,000	GPP Splash Pad Final Installment of \$500,000 Donation
Lakeville Brewing Company	\$400.00	Easter Egg Scramble
Children's Dental Lakeville	\$150.00	Easter Egg Scramble
Gene Kramer via Gina Stewart	\$6,160.00	Stained Glass Programming
Lakeville Fastpitch	\$4,363	Aronson Park AED & Cabinet
<b>Total</b>	<b>\$111,950.96</b>	

**CITY OF LAKEVILLE**

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

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

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

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

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

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

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

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

**ADOPTED** by the Lakeville City Council this 1<sup>st</sup> day of June, 2026

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

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



**Date:** 6/1/2026

## **Proposals from Webber Recreational Design, Inc. for the Purchase and Installation of Playground Equipment for Bracketts Crossing Park**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve proposals from Webber Recreational Design, Inc. for the purchase and installation of playground equipment for Bracketts Crossing Park.

### **Overview**

Per the standard replacement schedule, three playgrounds including Bracketts Crossing Park were scheduled for replacement this year. Staff worked with various contractors to develop concepts for the replacement playground equipment. Staff has developed a standard Request for Proposal (RFP) that will be shared with playground contractors each year for replacement projects. The RFP asks for three designs with cost estimates based on a budget provided by staff for each replacement and provides a general guideline for interested contractors, including:

- Preferred playground elements and site conditions
- Accessibility requirements
- Removal and installation timeline
- Safety expectations

As part of the selection process, staff shares the proposed playground options with neighborhood residents via an online survey. The survey is promoted with postcards and social media posts. The online survey opened on April 28 and closed on May 10. The preferred concept is included in your packet for review.

The funding for the playground equipment and installation was included in the 2026 Park Improvement Fund. At this time, Staff is recommending the Mayor and City Council approve the purchase of the playground equipment from Webber Recreational Design, Inc. through the Sourcewell Cooperative Purchasing Contract in the amount of \$64,766.66. Webber Recreational Design, Inc. will also complete the installation of the playground equipment at a cost of \$27,600.00. Removal of the playground would begin late this summer with installation being completed by fall this year.

### **Supporting Information**

1. Bracketts Crossing Playground Proposal
2. Bracketts Crossing Playground Installation Proposal
3. Bracketts Crossing Park Playground Rendering

**Financial Impact:** \$92,366.66    **Budgeted:** Yes    **Source:** Park Improvement Fund  
**Envision Lakeville Community Values:** Access to a Multitude of Natural Amenities and  
Recreational Opportunities  
**Report Completed by:** Joe Masiarchin, Parks and Recreation Director

**Webber Recreational Design, Inc.**

1442 Brooke Ct  
Hastings, MN 55033 US  
+16514383630  
customerservice@webberrec.com  
www.webberrec.com



Estimate

ADDRESS  
City of Lakeville  
20195 Holyoke Ave  
Lakeville 55044-0000

ESTIMATE 2507  
DATE 05/22/2026

SALES REP  
Jay

PROJECT NAME  
Brackett's Crossing Option 3

	QTY	RATE	AMOUNT
Miracle Order:Miracle Order 26007407	1	61,913.67	61,913.67T
Freight Charges Freight Charges	1	2,852.99	2,852.99T

Please Make Checks Payable to: Webber Recreational Design, Inc.  
The acceptance signature below serves as authorization to order the items  
quoted & indicates acceptance of the listed prices and terms enclosed.

SUBTOTAL	64,766.66
TAX	0.00
<b>TOTAL</b>	<b>\$64,766.66</b>

Accepted by: \_\_\_\_\_ Luke  
M. Hellier, Mayor

and by: \_\_\_\_\_ Ann  
Orlofsky, City Clerk

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

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

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

**Webber Recreational Design, Inc.**

1442 Brooke Ct  
Hastings, MN 55033 US  
+16514383630  
customerservice@webberrec.com  
www.webberrec.com



Estimate

ADDRESS  
City of Lakeville  
20195 Holyoke Ave  
Lakeville 55044-0000

ESTIMATE 2506  
DATE 05/22/2026

SALES REP  
Jay

PROJECT NAME  
Bracketts

	QTY	RATE	AMOUNT
SF:Installation Installation of Brackett's Crossing Park Option 3	1	27,600.00	27,600.00T

Please Make Checks Payable to: Webber Recreational Design, Inc.  
The acceptance signature below serves as authorization to order the items  
quoted & indicates acceptance of the listed prices and terms enclosed.

SUBTOTAL	27,600.00
TAX	0.00
<b>TOTAL</b>	<b>\$27,600.00</b>

Accepted by: \_\_\_\_\_ Luke  
M. Hellier, Mayor

and by: \_\_\_\_\_ Ann  
Orlofsky, City Clerk

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

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

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

# Brackett's Crossing Park - Option 3 Lakeville, MN





June 1, 2026

Item No. \_\_\_\_\_

## Approval of the ALF Ambulance 2027 Budget

### **Proposed Action**

Staff recommends adoption of the following motion as part of the consent agenda: Move to approve the ALF Ambulance 2027 Budget.

Passage of this motion will result in approval of the ALF Ambulance 2027 budget.

### **Overview**

The Joint Powers Agreement states *“On or before July 1 of each year, the annual operating budget for the following calendar year as recommended by the Board shall be submitted to each member City Council for approval or disapproval.”* The ALF Ambulance Board, at its May 21, 2026, meeting, recommended City Council approval of the attached budget.

### **Supporting Information**

- ALF Ambulance 2027 Budget

<p><b>Financial Impact:</b> \$0.00      <b>Budgeted:</b> Y <input type="checkbox"/> N <input checked="" type="checkbox"/>      <b>Source:</b> Township/City Payments, Interest</p> <p><b>Related Documents:</b> (Budget):</p> <p><b>Envision Lakeville Community Values:</b> Good Value for Public Services</p> <p><b>Report Completed by:</b> Julie Stahl, Finance Director</p>
--

**ALF AMBULANCE 2027 BUDGET**

**Statement of Cash Flows**

	2025 <u>Actual</u>	2026 <u>Adopted</u>	2026 <u>Estimate</u>	2027 <u>Proposed</u>
<b>Additions</b>				
Townships / City	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Interest on investments	8,886	5,000	5,000	7,000
Total additions	<u>10,386</u>	<u>6,500</u>	<u>6,500</u>	<u>8,500</u>
<b>Deductions</b>				
Expenses				
Other	33	500	500	200
Total deductions	<u>33</u>	<u>500</u>	<u>500</u>	<u>200</u>
Net changes in cash before distributions	<u>10,353</u>	<u>6,000</u>	<u>6,000</u>	<u>8,300</u>
Net changes in cash position	10,353	6,000	6,000	8,300
Cash balance, January 1	<u>222,091</u>	<u>216,531</u>	<u>232,444</u>	<u>238,444</u>
Cash balance, December 31	<u>\$ 232,444</u>	<u>\$ 222,531</u>	<u>\$ 238,444</u>	<u>\$ 246,744</u>



**Date:** 6/1/2026

**Brian Wellert - Valvoline Instant Oil Change - Conditional Use Permit**

**Proposed Action**

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

**Overview**

A representative for Valvoline Instant Oil Change has submitted an application for a conditional use permit to allow a minor auto repair in the M-2, Mixed Use Cedar Corridor District and to permit a commercial building with less than 2,000 square feet of floor area. The development is for property located at 7292 179th Street, at the southwest corner of 179th Street and Glacier Way.

Section 11-66-7.A of the Zoning Ordinance permits minor auto repair through approval of a conditional use permit, subject to specific criteria. In addition, Section 11-17-17 states that principal commercial and industrial buildings containing less than 2,000 square feet of floor area may only be permitted with approval of a conditional use permit. The applicant is proposing a stand-alone oil service building approximately 1,871 square feet in size.

The Planning Commission held a public hearing on the conditional use permit application at its May 21, 2026, meeting and unanimously recommended approval. There was no public comment. The Applicant has submitted a revised photometric plan, which satisfies stipulation number 7 of the Planning report.

**Supporting Information**

1. CUP-FindingofFact-DraftPCMinutes
2. PlanningReport-Narrative-Location&ZoningMaps
3. Site-Grading-Landscaping-BuildingElevations

<p><b>Financial Impact:</b> \$    <b>Budgeted:</b> No    <b>Source:</b> <b>Envision Lakeville Community Values:</b> Diversified Economic Development <b>Report Completed by:</b> Heather Botten, Senior Planner</p>
---

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 Brian Wellert – Valvoline Instant Oil Change to allow a minor auto repair in the M-2, Mixed Use Cedar Corridor District and to permit 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 6, 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) Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
  - c) The City Forester has reviewed and approved the landscape plan dated March 4, 2026. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
  - d) 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.
  - f) No outside storage of any product (whether new, used, or to be discarded or recycled) and no overnight parking shall be allowed.

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: June 1, 2026

CITY OF LAKEVILLE

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

SEAL

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

STATE OF MINNESOTA )  
(  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me on the 1<sup>st</sup> day of June 2026 by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

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

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

CITY OF LAKEVILLE  
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT  
BRIAN WELLERT – VALVOLINE INSTANT OIL CHANGE

FINDINGS OF FACT AND DECISION

On May 21, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Brian Wellert – Valvoline Instant Oil Change for a conditional use permit to allow a minor auto repair in the M-2, Mixed Use Cedar Corridor District and to permit a commercial building less than 2,000 square feet of floor area at 7292 179<sup>th</sup> Street. 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 6, 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 minor auto repair use is consistent with the Comprehensive Plan’s guided commercial land use and the M-2, Mixed Use Cedar Corridor zoning of the property.*

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

*Finding: The proposed use will be compatible with the present and future commercial 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 minor auto repair use will not overburden the streets serving the property.*

5. The report dated May 14, 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: June 1, 2026**

CITY OF LAKEVILLE

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

SEAL

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

**CITY OF LAKEVILLE  
PLANNING COMMISSION MEETING MINUTES  
May 21, 2026**

**Item 6a. Valvoline Instant Oil**

**6a. Valvoline Instant Oil**

Chair Zimmer opened the public hearing to consider the application of Valvoline Instant Oil for a conditional use permit for minor auto repair in the M-2, Mixed Use Cedar Corridor District, and a commercial building to be less than 2,000 square feet of floor area.

Brian Wellert introduced the project.

Senior Planner Heather Botten presented the staff report. The development is for property at 7292 179<sup>th</sup> Street, located at the southwest corner of 179<sup>th</sup> Street and Glacier Way. Section 11-66-7.A of the Zoning Ordinance allows minor auto repair by conditional use permit subject to specific criteria and 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 stand-alone oil service building approximately 1,871 square feet in size.

Community Development Department staff recommend approval of the conditional use permit.

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 6:11 p.m.

**Voice vote was taken on the motion.**

**Ayes – unanimous**

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson expressed his support for the project.

**Motion was made by Swenson, seconded by Tinsley** to recommend to City Council approval of the conditional use permit for a minor auto repair building 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 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. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.

3. The City Forester has reviewed and approved the landscape plan dated March 4, 2026. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
4. 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. No outside storage of any product (whether new, used or to be discarded or recycled) and no overnight parking shall be allowed.
7. Prior to City Council consideration, the photometric plan shall be updated to comply with code requirements.

**Ayes:** Traffas, Schuenke, Zimmer, Einck, Swaney, Swenson, Tinsley

**Nays:** 0

DRAFT



# Memorandum

**To:** Planning Commission  
**From:** Heather Botten  
**Date:** May 14, 2026  
**Subject:** Packet Material for the May 21, 2026 Planning Commission Meeting  
**Agenda Item:** Brian Wellert – Valvoline Instant Oil Change - Minor Auto Repair and a commercial building less than 2,000 square feet in Marketplace at Cedar

**Application Action Deadline:** July 29, 2026 – 2<sup>nd</sup> 60-days

---

## BACKGROUND

Representatives of Valvoline Instant Oil Change have applied for a conditional use permit for a minor auto repair 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 at 7292 179<sup>th</sup> Street, located at the southwest corner of 179<sup>th</sup> Street and Glacier Way.

Section 11-66-7.A of the Zoning Ordinance allows minor auto repair by conditional use permit subject to specific criteria and 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 stand-alone oil service building approximately 1,871 square feet in size.

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 Elevations

## 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 minor auto repair use is consistent with the land uses envisioned for this district.

**Zoning.** The property is zoned M-2, Mixed Use Cedar Corridor District. The site is 27,931 square feet in area (0.64 acres). The proposed minor auto repair/oil service building 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	Stormwater pond	Restricted Development	P/OS, Public/Open Space
South	Vacant- future Mister Carwash	Commercial	M-2, Mixed Use
East	Townhomes	Medium Density Residential	RM-3, Medium Density Residential
West	Vacant	Commercial	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.

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

	Required	Proposed
Yard abutting a major collector or arterial St.	30 feet	30 feet
Yard abutting a major collector or arterial St.	30 feet	50 feet+
Side	10 feet	50 feet+
Front	10 feet	90 feet+

**Building Height.** The proposed building is a single-story structure approximately 22 feet in height, with a decorative tower 24 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 setback requirements for parking are 10 feet abutting right-of-way and five feet from interior lot lines. The proposed site improvements meet or exceed these requirements. The off-street parking spaces and drive aisles meet the Zoning Ordinance requirements for size and dimensions.

Auto repair uses require one parking space per 200 square feet of floor area. The minimum number of parking spaces for the proposed use is eight and the maximum, without a CUP, is 11. The site plan demonstrates 11 parking spaces, complying with code requirements.

**Service Bays.** The proposed building has three service bays for performing oil changes and other minor auto repairs. Vehicles enter the building from the south and exit to the north. There is space for stacking four cars behind each service bay.

**Access.** Access to the site will be via the private drive located the southwest corner of the site.

**Landscaping.** The landscape plan provides plantings mainly on the north, east, and south sides of the site. Sizes of proposed plantings comply with Section 11-21-9.C of the Zoning Ordinance. The City Forester reviewed and approved the plans. Plantings on the site must adhere to the plan and provide a as-built landscape 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 exterior building finish shall be composed of at least 65% grade A materials; not more than 35% grade B or grade C materials and not more than 10% grade D materials. The applicant has provided colored building elevation illustrating a variety of materials and color pallet as required by Section 11-66-7.E.2 of the Zoning Ordinance. The proposed building will be constructed of Grade A, brick material and Grade C, EIFS. The materials and percentages proposed comply with Zoning Ordinance requirements.

**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. Wall signs are shown on all elevations; the Zoning Ordinance allows a corner lot to have up to a total area of 200 square feet of wall signs. 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.

**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 shall be revised prior to City Council review of the CUP. 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.

## **CUP /SITE PLAN REVIEW**

**Use.** Section 11-66-7.A allows Minor Auto Repair subject to approval of a conditional use permit and in accordance with specific performance standards applied to the subject property.

1. The entire site other than that taken up by a building, structure or plantings shall be surfaced with a material to control dust and drainage which is subject to the approval of the city engineer.

2. A minimum lot area of twenty thousand (20,000) square feet and minimum lot width of one hundred fifty feet (150').

3. A curb not less than six inches (6") above grade shall separate the public sidewalk from motor vehicle service areas.

4. Parking space shall be screened from view of abutting residential districts in compliance with section [11-21-9](#) of this title.

5. No outside storage of any product (whether new, used or to be discarded or recycled) and no overnight parking shall be allowed.

6. Service bay doors shall not face any residential district or use and shall remain closed at all times unless open to move a vehicle into or out of a service bay.

7. Sale of products other than those specifically mentioned in this section be subject to a conditional use permit and be in compliance with this section.

8. Building and off-street parking stalls and drive aisles related to the use shall be located no closer than five hundred feet (500') of a principal arterial roadway.

9. All conditions pertaining to a specific site are subject to change when the council, upon investigation in relation to a formal request, finds that the general welfare and public betterment can be served as well or better by modifying the conditions.

## **GENERAL PERFORMANCE STANDARDS**

In addition to the criteria for minor auto repair listed above, Section 11-4-7 lists the following performance standards for conditional use permits:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.

*The site has access from a private road within the Marketplace At Cedar plat that connects to Glanshaw Avenue, a local commercial street, which connects with Glacier Way, a minor collector street. The overall Marketplace At Cedar site will also have a private road access to Cedar Avenue. These public streets and private roads are of sufficient capacity to serve the site.*

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of the Zoning Ordinance.

*Access locations for the development were discussed with the plat and will be reviewed with each development.*

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.

N/A

D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of the Zoning Ordinance.

*The proposed parking complies with Section 11-19-13 of the Zoning Ordinance.*

E. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.

*The proposed service bays do not face the residential development to the east and sufficient landscaping is provided along the easterly boundary to reduce the visual impact from the adjacent residential neighborhood.*

F. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.

*There is landscaping, include maple and spruce trees and shrubs located along the easterly boundary of the site to provide screening from the townhomes to the east.*

G. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.

*Plantings are proposed around the site. The landscape plan has been approved by the City Forester.*

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of the Zoning Ordinance.

*All the proposed lighting shall be shielded, downcast type fixtures to prevent glare onto adjacent streets and properties. The photometric plan meets the maximum allowed threshold of one-foot candle at the property line.*

I. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of the Zoning Ordinance.

*The proposed minor auto repair will have noises similar to other uses allowed in commercial districts.*

J. The site drainage system shall be subject to the review and approval of the city engineer.

*The Engineering Division has reviewed and approved the site drainage and utility plans.*

K. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.

*The proposed building is substantially similar on all sides with a coordinated exterior finish. The building is a one-story building, approximately 22 feet in height. There are two decorative towers that are 24 feet in height. The building is below the maximum height of 48 feet allowed in the M-2 district.*

L. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of the Zoning Ordinance.

*A trash/recyclables enclosure is proposed to be located on the southwest side of the building complying with code requirements.*

M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of the Zoning Ordinance.

*Signs are not approved with the CUP. All signs shall comply with Chapter 23 of the zoning ordinance.*

N. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

*Valvoline is required to obtain any permits from Metropolitan Council or other agencies, if applicable.*

O. Any applicable business licenses mandated by this code are approved and obtained.

*Not applicable.*

P. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.

*The hours of operation are not expected to be incompatible with the surrounding commercial area.*

Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable, any nonconformities shall be eliminated.

*Not applicable.*

R. All additional conditions pertaining to a specific site are subject to change when the council, upon investigation in relation to a formal request, finds that the general welfare and public betterment can be served as well or better by modifying or expanding the conditions set forth herein.

*Not applicable.*

## **RECOMMENDATION**

Community Development Department staff recommends approval of the conditional use permit for a minor auto repair building 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. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
3. The City Forester has reviewed and approved the landscape plan dated March 4, 2026. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
4. 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. No outside storage of any product (whether new, used or to be discarded or recycled) and no overnight parking shall be allowed.
7. Prior to City Council consideration, the photometric plan shall be updated to comply with code requirements.

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.



RE: Conditional Use Narrative  
Valvoline Instant Oil Change  
7292 179<sup>th</sup> Street W  
Lakeville, MN

Valvoline, LLC is proposing to construct a new oil change facility at 7292 179<sup>th</sup> Street W, PID: 224760501060. The site is zoned M-2 Mixed Use Cedar Corridor. Valvoline respectfully submits the attached Conditional Use permit package for the City's approval.

There are over 1,500 Valvoline Instant Oil Change locations nationwide. VIOC operations primarily provide quick oil changes as well as other minor automotive preventative services. Services are mostly offered via drive-through, and customers can remain in their vehicles from start to finish.

Per City standards, we provide the following responses:

The lot is zoned M-2 Mixed Use Cedar Corridor and is part of a proposed new commercial development. Valvoline fits in with the uses and zoning of the surrounding area. Residential homes are located to the east of the site across Glacier Way, but with the distance, landscaping, plus Valvoline's hours and operational practices we feel there shouldn't be any harm to the residents.

Valvoline is a low-traffic generator and therefore will not impede the existing or future operations of the area.

Per the site plan submitted, adequate utilities, access roads, drainage, and other necessary facilities will be developed.

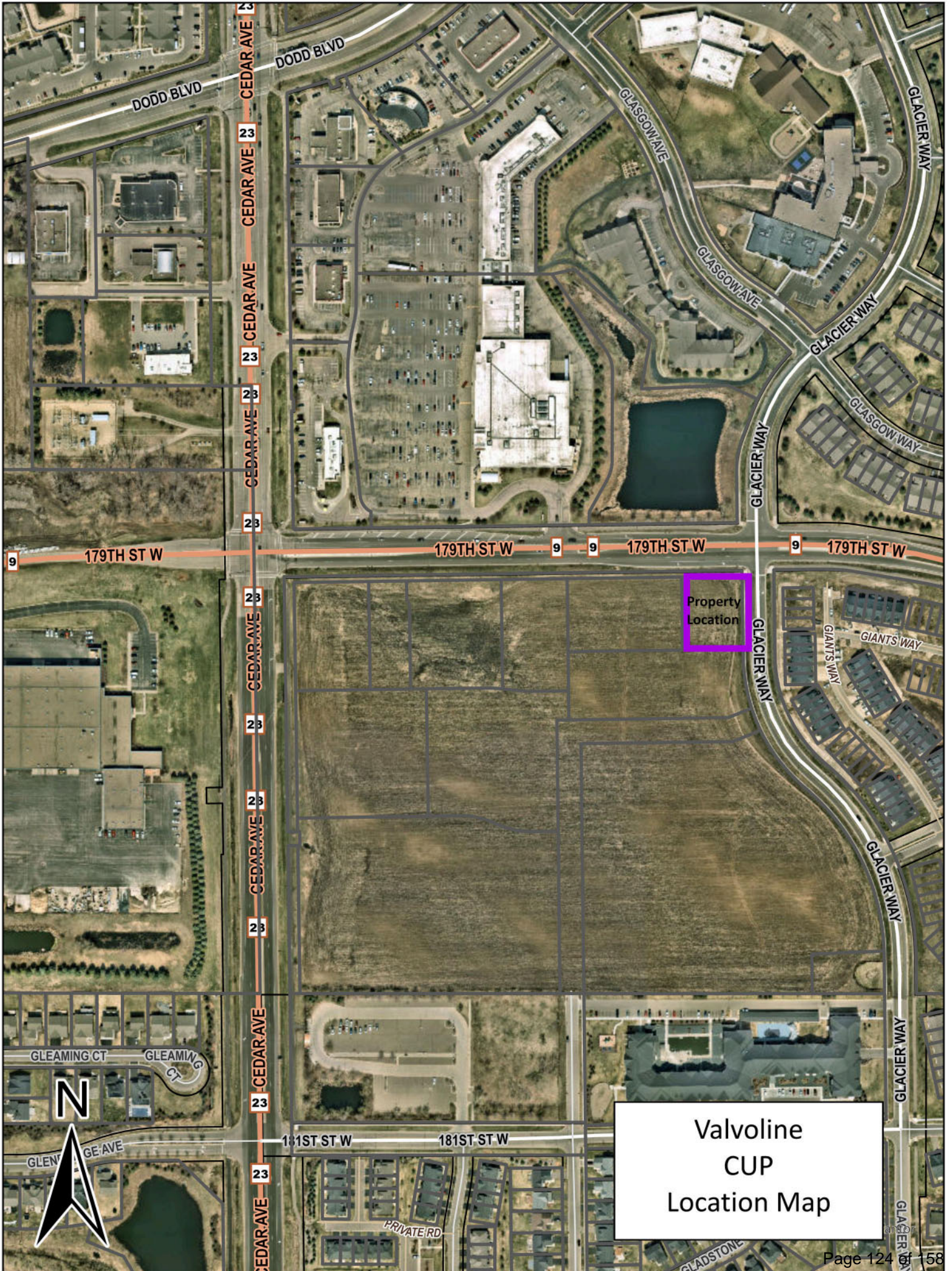
The use is not in conflict with the Cedar Corridor.

Site plans with additional details are included with this submittal. On behalf of Valvoline, LLC, CESO thanks the City for consideration of this application.

Regards,

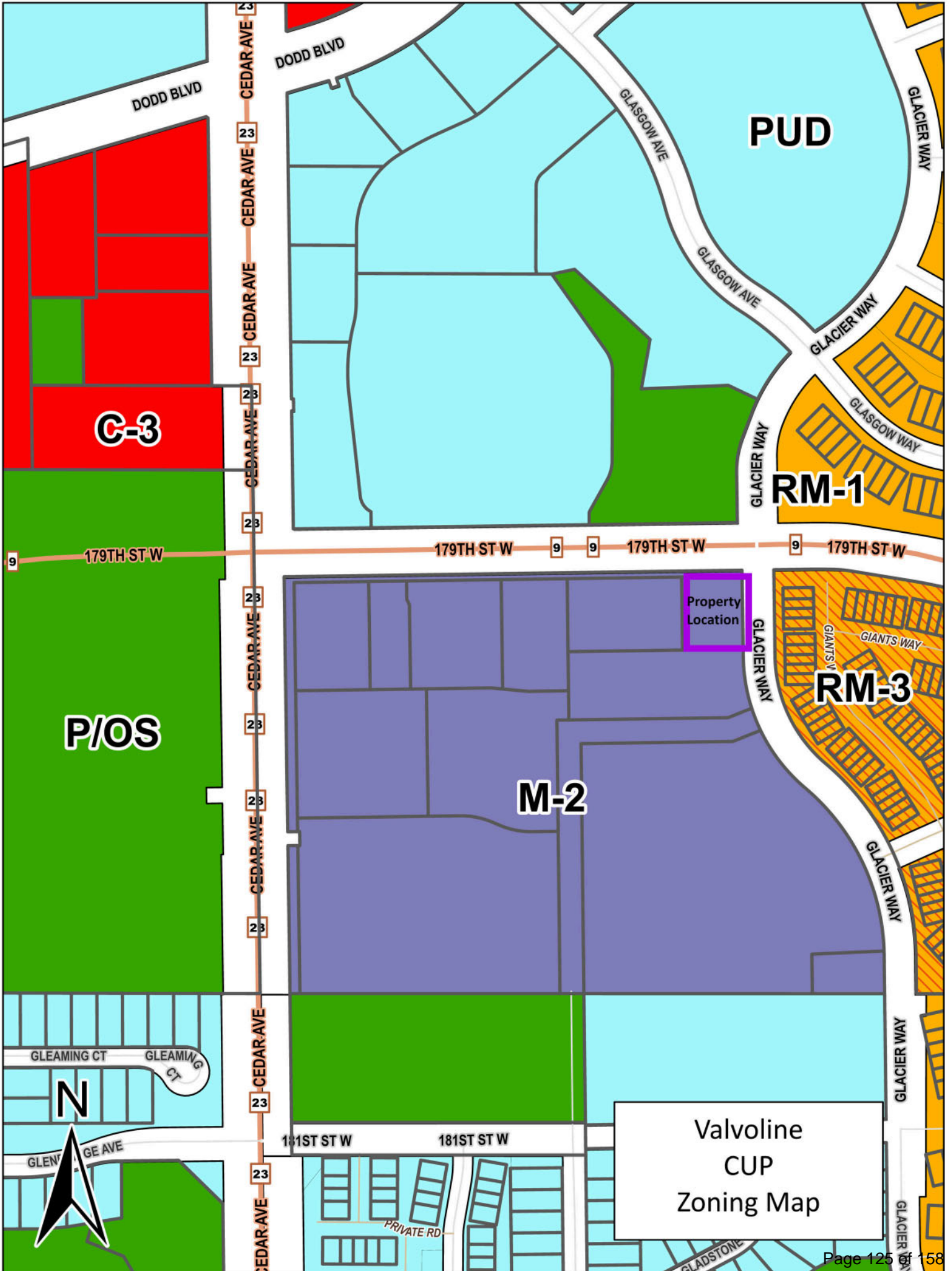
A handwritten signature in black ink, appearing to read 'Brian Wellert'.

Brian Wellert  
Sr. Project Manager  
CESO, INC



Property Location

Valvoline  
CUP  
Location Map



Valvoline  
CUP  
Zoning Map













Date: 6/1/2026

## **Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization for Watershed Partner Project Maintenance and Repair Financial Assistance Program**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve the Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for the Watershed Partner Project Maintenance and Repair Financial Assistance Program.

### **Overview**

The City has partnered with the Vermillion River Watershed Joint Powers Organization (VRWJPO) over the past several years to complete multiple stream and wetland restoration projects. As project sites mature, ongoing vegetation maintenance, including the removal of invasive species and reestablishment of native plant communities, is essential to protect the public's investment and preserve the original benefits of the projects. The VRWJPO recently created the Watershed Partner Project Maintenance and Repair Financial Assistance Program to help local partners sustain these past projects. The JPA outlines the program structure and terms under which the City may receive reimbursement-based funding for vegetation and related maintenance.

The City was awarded funding for the Avonlea Wetland and Stream Restoration (\$6,137) and the Middle Creek Restoration at Highview Avenue - Pinnacle Reserve (\$7,794.75) projects. The City will contribute a local match of \$13,932.75. The funding will support vegetation management and other eligible work necessary to maintain the long-term function of these sites.

### **Supporting Information**

1. Agreement for Lakeville 2026 Reimbursements
2. Exhibit 1 Approved Application
3. Exhibit 2 VRWJPO Partner Project Maintenance Assistance Policy

<p><b>Financial Impact:</b> \$27,864.50    <b>Budgeted:</b> Yes    <b>Source:</b> Utility Fund - Env. Res. <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Ann Messerschmidt, Environmental Resources Specialist II</p>
---

**AGREEMENT BETWEEN  
THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND  
CITY OF LAKEVILLE  
FOR PARTICIPATION IN THE WATERSHED PARTNER PROJECT MAINTENANCE  
AND REPAIR FINANCIAL ASSISTANCE PROGRAM**

This agreement (Agreement) is made on 6/6/2026 (Effective Date) by and between Vermillion River Watershed Joint Powers Organization, a watershed management body consisting of Dakota and Scott Counties, (VRWJPO) and City of Lakeville, Minnesota municipal corporation, (Participant) hereafter collectively referred to as “Parties.”

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

**WHEREAS**, the VRWJPO is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

**WHEREAS**, Minn. Stat. § 103B.211, subd. 1 (a)(8) provides the VRWJPO with the authority and other powers necessary to implement its 2026-2035 Vermillion River Watershed Management Plan (Management Plan) including the power to enter into contracts for the performance of functions with governmental units or persons; and

**WHEREAS**, by Resolution #25-42 (September 9, 2025) the VRWJPB adopted the VRWJPO Capital Improvement Project Watershed Partner Project Maintenance and Repair Financial Assistance Policy (Policy/Program) to support eligible activities identified in its draft 2026-2035 Vermillion River Watershed Management Plan (Management Plan) by providing, in part, reimbursement-based funding assistance, contingent upon availability of funds and administrative approval, to eligible local government units (LGU) to offset costs incurred by the LGU to perform ongoing operation, maintenance and repair on previously implemented protection, restoration, and enhancement projects; and

**WHEREAS**, VRWJPO and Participant previously entered into a joint powers agreement(s) associated with protection, restoration, and enhancement project(s) (Previous Project(s)) wherein the VRWJPO provided financial or in-kind assistance to Participant and Participant was delegated ongoing operation, maintenance and repair responsibilities thereunder; and

**WHEREAS**, by VR Resolution #26-14 (March 26, 2026) the VRWJPB authorized the VRWJPO Watershed Administrator to execute agreements with those eligible LGUs that timely apply for and are selected in accordance with the Program/Policy and make reimbursement payments to selected LGUs pursuant to terms of this Agreement; and

**WHEREAS**, the Policy/Program outlines key program elements, including eligible and ineligible activities, minimum requirements for funding eligibility, types and timing of assistance, a process for providing assistance, and criteria for prioritizing funding decisions; and

**WHEREAS**, Participant has applied for reimbursement-based financial assistance in accordance with the Policy/Program to offset the costs associated with Policy/Program eligible ongoing operation, maintenance and/or repair on one or more Previous Projects (Eligible Activities) to be performed during the term of this Agreement; and

**WHEREAS**, Participant is not guaranteed funding under the Policy/Program in any given VRWJPO fiscal year; and

**WHEREAS**, VRWJPO staff has evaluated Participant's timely application pursuant to the Policy/Program in the year of the Effective Date and has informed Participant that funding on a reimbursement basis for Eligible Activities will be provided to Participant subject to the terms of this Agreement.

**NOW, THEREFORE**, VRWJPO has agreed to provide Participant with funding on a reimbursement basis pursuant to the Policy/Program for Eligible Activities, associated with Previous Project(s) identified herein, subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the Parties herein contained.

## **AGREEMENT**

### **SECTION 1 PURPOSE**

The purpose of this Agreement is to set out the respective duties and responsibilities of the VRWJPO and Participant as it relates to the VRWJPO's providing the funding identified in Section 3 herein to the Participant to perform Eligible Activities under the Policy/Program associated with the ongoing operation, maintenance and/or repair on those Previous Project(s) identified in **Exhibit 1** attached hereto and incorporated by reference, based on the Participant's application attached hereto as **Exhibit 1**, which is incorporated herein by reference. Participant warrants that any funds provided by the VRWJPO pursuant to this Agreement are for the sole purpose of reimbursing Participant for performing ongoing operation, maintenance and/or repair on those Previous Project(s) identified in **Exhibit 1** made necessary to preserve the original project benefit(s) and intent.

### **SECTION 2 PARTIES**

The parties to this Agreement are the VRWJPO and Participant.

### **SECTION 3 FUNDING**

Participant represents to the VRWJPO that **Exhibit 1** accurately shows the proposed total cost of the Eligible Activities and all the funds that are available to Participant for those Eligible Activities. Based on those representations, the total obligation of the VRWJPO for all reimbursements to Participant under this Agreement shall not exceed Thirteen Thousand Nine Hundred Thirty-One Dollars and Seventy-Five Cents (\$13,931.75), which is the amount appropriated by the VRWJPO staff to Participant pursuant to the Policy/Program for the year of the Effective Date (Maximum

Reimbursement). Participant agrees that it is solely responsible as between the VRWJPO and Participant for any costs that are either ineligible for reimbursement under the Policy/Program or reimbursable costs that exceed the Maximum Reimbursement.

#### **SECTION 4 TERM**

This Agreement shall be effective as of the Effective Date and shall remain in effect until December 1<sup>st</sup> of the year of the Effective Date, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

#### **SECTION 5 COOPERATION**

The VRWJPO and Participant agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

#### **SECTION 6 RESPONSIBILITIES OF THE PARTIES**

Participant agrees to comply with the terms of this Agreement, including the Policy/Program attached hereto as **Exhibit 2** and incorporated herein by reference, and use the funds received to reimburse itself for those Eligible Activities permitted by the Policy/Program and identified in **Exhibit 1**. Participant acknowledges that it shall act as a fiscal agent for purposes of receiving the funds disbursed to Participant pursuant to Section 7. The VRWJPO will review reimbursement forms timely submitted and make payment(s) in accordance with Section 7.

#### **SECTION 7 FUND DISTRIBUTION**

**7.1** Participant shall submit reimbursement requests to the VRWJPO liaison for the activities identified in **Exhibit 1** on or before December 1<sup>st</sup> of the year of the Effective Date (Reimbursement Deadline). Reimbursement requests should include evidence of proof of payment for expenses identified in **Exhibit 1**. Participant cannot request reimbursement for otherwise Eligible Activities after December 1<sup>st</sup> of the year of the Effective Date.

**7.2** After VRWJPO staff reviews and confirms the adequacy and timeliness of Participant's Reimbursement Form and evidence of proof of payment and confirms the completion of those Eligible Activities, VRWJPO shall reimburse Participant for those incurred eligible costs for those Eligible Activities up to the Maximum Reimbursement. VRWJPO staff shall have sole authority as between the VRWJPO and Participant to determine if the reimbursement form is complete and the supporting documentation is adequate. Reimbursement requests and supporting documentation will be reviewed by VRWJPO staff and payment shall be made within 45 days of receipt.

**7.3** Any balance of the Maximum Reimbursement remaining after the VRWJPO's review and approval of all timely requests for reimbursements in accordance with Sections 7.1 and 7.2 shall be forfeited by Participant.

**SECTION 8  
INDEMNIFICATION**

**8.1 IN GENERAL.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

**8.2 LIMITATIONS.** The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable law govern liability of the VRWJPO and Participant.

**8.3 SURVIVORSHIP.** The provisions of Section 8 shall survive the expiration or termination of this Agreement.

**SECTION 9  
AUTHORIZED REPRESENTATIVE AND LIAISON**

**9.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement.

TO THE VRWJPO:

Travis Thiel, VRWJPO Administrator, or successor  
4100 220<sup>th</sup> Street West, #103  
Farmington, MN 55024  
Telephone: 952-891-7546  
[travis.thiel@co.dakota.mn.us](mailto:travis.thiel@co.dakota.mn.us)

TO THE PARTICIPANT:

Zach Johnson, City Engineer  
20195 Holyoke Ave  
Lakeville, MN 55044  
(952) 985-4501  
[zjohnson@lakevillemn.gov](mailto:zjohnson@lakevillemn.gov)

**9.2 LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and Participant. The VRWJPO and the Participant shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Jeff Dunn, Water  
Resources Engineer, or successor  
4100 220<sup>th</sup> Street West, #103  
Farmington, MN 55024

Telephone: 952-891-7140  
[jeff.dunn@co.dakota.mn.us](mailto:jeff.dunn@co.dakota.mn.us)

Participant Liaison:

Ann Messerschmidt, Environmental Resources Specialist II  
20195 Holyoke Ave  
Lakeville, MN 55044  
(952) 985-4528  
amesserschmidt@lakevillemn.gov

In addition, notification to the VRWJPO regarding termination of this Agreement by the Participant shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

## **SECTION 10 COMPLY WITH REGULATIONS**

The Participant shall comply with all applicable federal, state, and local laws, rules, ordinances, and permits when performing the Eligible Activities on those Previous Project(s) identified in **Exhibit 1** for which the funding is being provided. Failure to do so may, at the VRWJPO's sole discretion, subject the Participant to termination of this Agreement or reductions in funding reimbursement in an amount determined by the VRWJPO.

## **SECTION 11 TERMINATION**

**11.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

**11.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING.** This Agreement is subject to the availability of funding as determined by the VRWJPB through the annual budget process. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its budget funding allocation cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The VRWJPO is not obligated to provide reimbursement for reimbursement requests submitted after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **SECTION 12 MODIFICATIONS**

Any alterations variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the parties' Authorized Representatives.

## **SECTION 13 ASSIGNMENT**

Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

## **SECTION 14 DATA**

For purposes of this Agreement, all data that is collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

## **SECTION 15 RECORDS RETENTION AND AUDITS**

Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least three years or longer if any audit-in-progress needs a longer retention time.

## **SECTION 16 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County Dakota, State of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

## **SECTION 17 MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

**SECTION 18  
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**SECTION 19  
ELECTRONIC SIGNATURES**

Each party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) indicated below.

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

By: \_\_\_\_\_  
Travis Thiel, Administrator

Date of Signature \_\_\_\_\_

VRW Resolution # 26-14

**RECIPIENT  
CITY OF LAKEVILLE**

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

Date of Signature: \_\_\_\_\_

and

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

Date of Signature: \_\_\_\_\_

Exhibit 1: Applications for Reimbursement  
Exhibit 2: Capital Improvement Watershed Partner Project Maintenance and Repair Financial Assistance Policy



**APPROVED**

JCD 5/7/2026

**Watershed Partner Project Maintenance and Repair Financial Assistance  
Program Reimbursement Request Application – Exhibit 1**

1. Applicant:

Project Contact (Name):

Organization:

Email:

2. Project/Activity Information:

Activity Address:

Property Owner:

Previous VRWJPO Partner Project Name:

Type of Work Proposed:

Identify and describe any key considerations related to the “Funding Prioritization of Partner Activities” outlined on page 3 of the VRW Policy (attach additional pages to this application if needed):

3. Budget summary and requested amount:

Total Activity Cost is: \$

Funding Amount Requested from VRWJPO is: \$

Cash Match Provided by Applicant is: \$

**Activity will be completed and invoiced to VRWJPO no later than December 1st of**

**I certify that to the best of my knowledge and belief that the information contained in this application is true, complete, and accurate.**

Name:

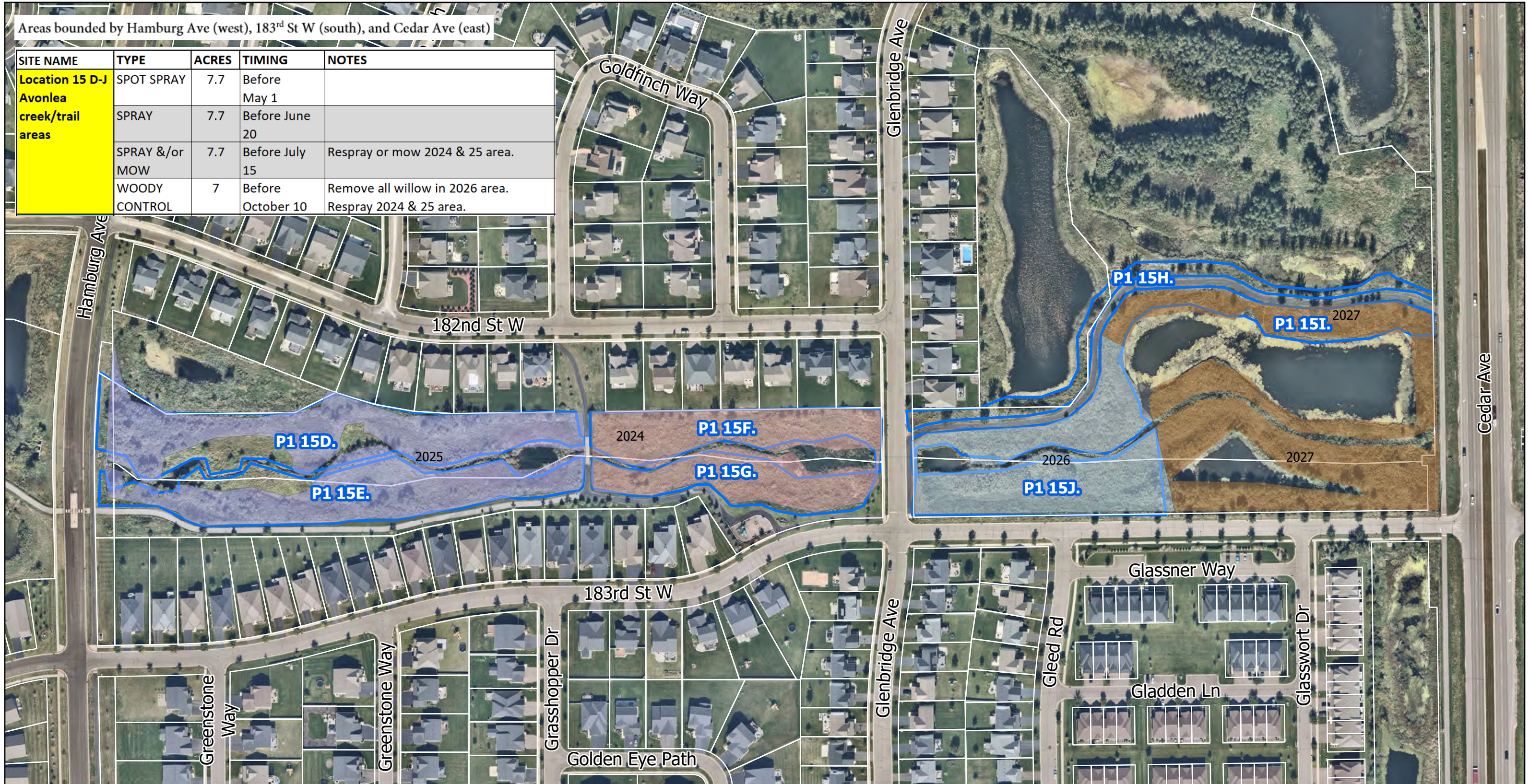
Date:

# P1 15. AVONLEA

FREQUENCY OF MAINTENANCE  
 2026 1 2 3

Areas bounded by Hamburg Ave (west), 183rd St W (south), and Cedar Ave (east)

SITE NAME	TYPE	ACRES	TIMING	NOTES
Location 15 D-J Avonlea creek/trail areas	SPOT SPRAY	7.7	Before May 1	
	SPRAY	7.7	Before June 20	
	SPRAY &/or MOW	7.7	Before July 15	Respray or mow 2024 & 25 area.
	WOODY CONTROL	7	Before October 10	Remove all willow in 2026 area. Respray 2024 & 25 area.



1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

Notes: \_\_\_\_\_



# APPROVED

JCD 5/7/2026

## Watershed Partner Project Maintenance and Repair Financial Assistance Program Reimbursement Request Application – Exhibit 1

1. Applicant:

Project Contact (Name):

Organization:

Email:

2. Project/Activity Information:

Activity Address:

Property Owner:

Previous VRWJPO Partner Project Name:

Type of Work Proposed:

Identify and describe any key considerations related to the “Funding Prioritization of Partner Activities” outlined on page 3 of the VRW Policy (attach additional pages to this application if needed):

Project Location: All maintenance activities will be concentrated within the original project area, specifically the critical buffer zones immediately adjacent to the stream.  
- Stewardship History: Since the project’s inception in the winter of 2020, City of Lakeville staff have provided consistent oversight, supported by Vermillion River JPO maintenance funding in 2024 and 2025.  
- Proven Investment: This request builds upon a strong foundation of previous VRWJPO support, which includes \$50,000 for Phase I construction and \$50,000 for Phase II construction.  
- Ecological Services: The established native vegetation provides high-value environmental benefits, including runoff filtration, the mitigation of overland flow, and the creation of vital local habitat.  
-Risks of Inaction: Without sustained management, these areas are at high risk for rapid vegetative degradation. Failure to maintain the site could reduce the existing project benefits and likely lead to new erosion issues.

3. Budget summary and requested amount:

Total Activity Cost is: \$

Funding Amount Requested from VRWJPO is: \$

Cash Match Provided by Applicant is: \$

Activity will be completed and invoiced to VRWJPO no later than December 1st of

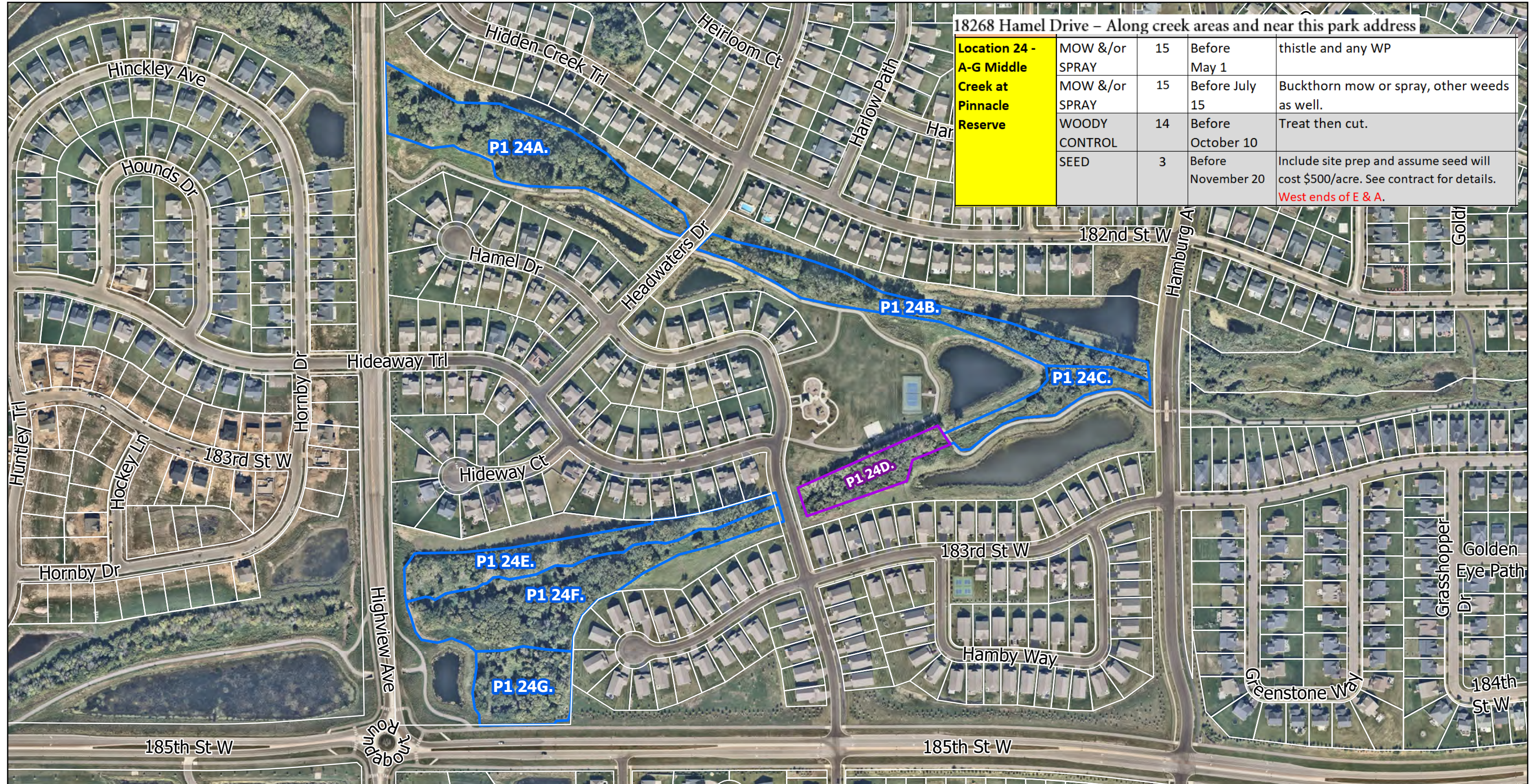
**I certify that to the best of my knowledge and belief that the information contained in this application is true, complete, and accurate.**

Name:

Date:

# P1 24. PINNACLE RESERVE CHANNEL RESTORATION

FREQUENCY OF MAINTENANCE  
2026 1 2 3



1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

Notes: \_\_\_\_\_



## **Capital Improvement Watershed Partner Project Maintenance and Repair Financial Assistance Policy (Exhibit 2)**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) regularly provides financial or in-kind assistance to partners to implement protection, restoration, and enhancement projects (Projects) throughout the Watershed.

These Projects often utilize grant funding for implementation. Grant funding policies typically require an operation and maintenance plan to ensure ongoing performance. Projects that don't have grant funding associated with them still require operation and maintenance to achieve their intended function. At present, it's common that the Projects delegate the ongoing operation, maintenance, and repair responsibilities of the Projects to the partners.

As part of its implementation of the 2026-2035 Watershed Management Plan (WMP), the VRWJPO desires to assist its partners with their ongoing Project operation, maintenance, and repair responsibilities. The VRWJPO will strive to (but has no obligation to) annually budget funds to be allocated for VRWJPO maintenance and repair activities (Activities) and to offer modest and equitable financial assistance to help partners offset costs associated with eligible Activities. The VRWJPO Administrator will have final discretion regarding Activity eligibility for financial assistance.

In addition, it is important to note that this annual funding is not exclusively reserved for partner use; it may also support Activities conducted independently by the VRWJPO.

Any financial assistance for the Activities will be drawn from annual funding allocated by the Vermillion River Watershed Joint Powers Board, following the criteria outlined below:

### Partner Eligible Activities:

- BMP Maintenance could include, but is not limited to:
  - Vactoring of accumulated sediment from manufactured treatment devices, filtration media, or other locations
  - Filtration media raking, tilling, or replacement.
  - Repair or replacement of BMP structural components
  - Pipe cleaning and jetting
  - Modifications, changes, or installation of related infrastructure that directly support or improve the intended function and performance of the original practice
  - Other activities deemed eligible by the VRWJPO
- Vegetation management for wetland, riparian, and upland areas (herbicide treatment, mowing, brush removal, prescribed burn, supplemental seeding or plug installation, etc.).
- Addressing erosion and soil stabilization.
- Stream Habitat Restoration.
- Other activities will be reviewed on a case-by-case basis by VRWJPO staff.

Partner Ineligible Activities:

- Planning, reports, studies, preliminary design, final plans, specifications, contract procurement, or construction oversight/administration of or for the Activity.

Minimum Criteria for Partner Eligible Activities (All Criteria Must Be Met):

- The VRWJPO has previously provided funding or provided pass-through of outside grant funding for the design and/or construction of the Project that the Activity supports.
- The Activity is located on Public Property or within an easement dedicated of controlling, preserving, and providing for the flow or storage of stormwater runoff; or if the Activity is to be performed on private property (in whole or in part) the partner is responsible to obtain a right to access the private property and provide documentation of such access to the VRWJPO as part of the application process.
- The partner will provide funding for the Activity.
- The area of the Activity is within the project area or adjacent thereto and is deemed a beneficial relationship to the Project (e.g., an outlot adjacent to a previous stream restoration project that needs herbicide treatment).

What Assistance is Available for Partner Activities:

- The VRWJPO will make a fair and equitable attempt, subject to the amount available and number of applications received, in providing financial assistance to partners using the following criteria:
  - a. No more than 50 percent of the proposed cost of the Activity if the Project was not funded in part by a grant.
  - b. For Projects that received pass-through grant funding from the VRWJPO, an equitable cost share is determined by the amount of cash “match” provided for the Project by both the partner and VRWJPO. Example: If both the partner and VRWJPO provided an equal cash “match” for the Project, then the cost share for the Activity would be shared equally. This formulation applies to the specific Project for which the Activity is being applied.
- A funding request for an Activity may not exceed 50 percent of the VRWJPO’s annual operation and maintenance budget.

When Assistance is Available for Partner Activities:

- Partner shall provide an application for assistance to the VRWJPO prior to May 1 of the calendar year when the Activity is programmed.
- Upon receipt of applications, VRWJPO staff will evaluate all requests based on Funding Prioritization set forth below.
- The VRWJPO will notify requestors whether funding will be available on or around June 1 of the calendar year.
- A written agreement will be required to facilitate the transaction when financial assistance is provided. Partners cannot request reimbursement for Activities completed before the written agreement is executed by the partner and VRWJPO for that Activity.

#### How Assistance is Provided for Partner Activities:

- Assistance will be provided in the form of cash reimbursement upon receipt of invoices from the partner. If a contractor is used for the maintenance activity, itemized invoices for the Activity are required to accompany the requesting partner's invoice.
- If available funding cannot fulfill all funding requests, the request may be denied, or the amount approved for each request may be less than the amount requested to accommodate the VRWJPO's available budget.
- If a funding request is denied due to ineligibility, a request for the same Activity cannot be resubmitted for consideration.
- If adequate funding is not available, then a request may be submitted for two years following the date of the Activity. Funding requests that are resubmitted will not receive greater prioritization.

#### Funding Prioritization of Partner Activities:

Based on limited resources, the VRWJPO staff must prioritize funding requests based on the goals of the WMP. Considerations include but are not limited to (bulleted items are not listed in order of priority):

- Amount requested by the partner
- Total funding percent of Activity cost assigned to the VRWJPO
- Type of Activity and estimated pollutant reduction capacity
- Activity proximity to impaired water resource or a cold-water stream.
- Age of the original practice
- Urgency of the activity to address health and human safety risks.
- Other benefits (not related to Water Resources) associated with the Activity
- Documented maintenance activities of original practice.
- VRWJPO investments for other Activities or Projects under contract with the partner
- Previous VRWJPO investment in the Activity

#### *Review and Approval Process:*

- Updated per Comments from TAC (7/23/25) and presented to TAC (8/14/2025)
- Approved by VRWJPB (9/25/25) Resolution #25-42



**Date:** 6/1/2026

## **Proposal from Twin Cities Recreation, Inc. for Dakota Heights Playground Installation**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to accept proposal from Twin Cities Recreation, Inc. for Dakota Heights Playground Installation.

### **Overview**

The Dakota Heights playground has been budgeted for replacement in 2026. The 2026 approved Park Improvement Fund includes \$120,000 to replace the playground, including playground equipment, installation, concrete perimeter curbing, and engineered wood fiber. Staff has been working with Twin Cities Recreation, Inc. to coordinate the installation of the new playground equipment.

At this time, Staff is recommending the Mayor and City Council approve the proposal from Twin Cities Recreation, Inc. for the installation of Dakota Heights Park playground equipment in the amount of \$17,650.00

### **Supporting Information**

1. Dakota Heights Playground Installation Proposal

<p><b>Financial Impact:</b> \$17,650    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
--

**TWIN CITIES RECREATION, INC.**

17708 Flair Cir  
Farmington, MN 55024 US  
+16122691181  
Tcrecreationinc@gmail.com



**Estimate**

ADDRESS  
Mark Kruse  
City of Lakeville

ESTIMATE 1587  
DATE 05/26/2026  
EXPIRATION DATE 08/31/2026

P.O. NUMBER  
Dakota Heights

SALES REP  
Chris J.

ACTIVITY	QTY	RATE	AMOUNT
Playground installation Installation of BCI Burke equipment proposal #100-215099-1	1	15,930.00	15,930.00
Extra Concrete Extra Concrete for Larger Footings	9	80.00	720.00
Unloading of Truck Unloading of equipment at site	1	1,000.00	1,000.00

TOTAL **\$17,650.00**

TCR payment terms require full payment upon receipt, late fees of 1.5% will apply after ten business days. Payment can be made Bank transfer (preferred) or check . Please advise.

Your estimate is ready for #100-215099-1.

Estimated installation time is 4 working days, subject to site conditions and weather.

Note: Pricing is based on normal soil conditions. If excavation reveals large rocks, roots, sand, or other materials requiring additional work, additional charges may apply to cover labor, equipment, and materials.

Please reach out if you have any questions. We appreciate the opportunity to work with you.

Regards,  
Twin Cities Recreation, INC.

Accepted By

Accepted by: \_\_\_\_\_  
Luke M. Hellier, Mayor

Accepted Date

and by: \_\_\_\_\_  
Ann Orlofsky, City Clerk

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



**Date:** 6/1/2026

**Proposal from Twin Cities Recreation, Inc. for Valley Lake Park Playground Installation**

**Proposed Action**

Staff recommends adoption of the following motion: Move to accept proposal from Twin Cities Recreation, Inc. for Valley Lake Park Playground Installation.

**Overview**

The Valley Lake Park playground has been budgeted for replacement in 2026. The 2026 approved Park Improvement Fund includes \$130,000 to replace the playground, including playground equipment, installation, concrete perimeter curbing, and engineered wood fiber. Staff has been working with Twin Cities Recreation, Inc. to coordinate the installation of the new playground equipment.

At this time, Staff is recommending the Mayor and City Council approve the proposal from Twin Cities Recreation, Inc. for the installation of Valley Lake Park playground equipment in the amount of \$22,445.00.

**Supporting Information**

1. Valley Lake Playground Installation Proposal

<p><b>Financial Impact:</b> \$22,445.00    <b>Budgeted:</b> Yes    <b>Source:</b> Park Improvement Fund <b>Envision Lakeville Community Values:</b> Access to a Multitude of Natural Amenities and Recreational Opportunities <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
---

**TWIN CITIES RECREATION, INC.**

17708 Flair Cir  
Farmington, MN 55024 US  
+16122691181  
Tcrecreationinc@gmail.com



**Estimate**

ADDRESS  
Mark Kruse  
City of Lakeville

ESTIMATE 1586  
DATE 05/26/2026  
EXPIRATION DATE 08/31/2026

P.O. NUMBER  
Valley Lake Park

SALES REP  
Chris J.

ACTIVITY	QTY	RATE	AMOUNT
Playground installation Installation of BCI Burke equipment proposal #100-215107-1	1	20,725.00	20,725.00
Extra Concrete Extra Concrete for Larger Footings	9	80.00	720.00
Unloading of Truck Unloading of equipment at site	1	1,000.00	1,000.00

TOTAL

**\$22,445.00**

TCR payment terms require full payment upon receipt, late fees of 1.5% will apply after ten business days. Payment can be made Bank transfer (preferred) or check . Please advise.

Your estimate is ready for #100-215107-1.

Estimated installation time is 5 working days, subject to site conditions and weather.

Note: Pricing is based on normal soil conditions. If excavation reveals large rocks, roots, sand, or other materials requiring additional work, additional charges may apply to cover labor, equipment, and materials.

Please reach out if you have any questions. We appreciate the opportunity to work with you.

Regards,  
Twin Cities Recreation, INC.

Accepted By

Accepted by: \_\_\_\_\_  
Luke M. Hellier, Mayor

Accepted Date

and by: \_\_\_\_\_  
Ann Orlofsky, City Clerk

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



**Date:** 6/1/2026

## **Recommendation to Rename the Casperson Park Outdoor Performance Stage to the Doug & Deb Anderson Ampitheatre**

### **Proposed Action**

Staff recommends adoption of the following motion: Move to approve recommendation to rename the Casperson Park Outdoor Performance Stage to the Doug & Deb Anderson Ampitheatre.

### **Overview**

The Parks and Recreation Department has an established policy outlining procedures for naming new park facilities and, in certain instances, renaming existing park facilities. In past years, various park facilities have been named/renamed in recognition of former staff, civic leaders and longstanding Lakeville residents in accordance with the department's Park Naming & Memorials Policy.

Staff has received a request to rename the outdoor performance stage at Casperson Park in honor of former Lakeville Mayor Doug Anderson, a longtime resident and dedicated community leader. In addition, due to Deb Anderson's continued volunteerism and contributions to the Lakeville community, staff is recommending that she also be recognized through the renaming. The Parks, Recreation, and Natural Resources Committee reviewed the request at its May 20 meeting and unanimously approved a motion recommending the facility be renamed the Doug and Deb Anderson Amphitheater.

### **Supporting Information**

1. Park Naming & Memorials Policy

<p><b>Financial Impact:</b> \$NA    <b>Budgeted:</b> No    <b>Source:</b> NA <b>Envision Lakeville Community Values:</b> A Sense of Community and Belonging <b>Report Completed by:</b> Joe Masiarchin, Parks and Recreation Director</p>
---



## Rules and Regulations for Park Naming & Memorials

**Introduction:** The naming of parks and park facilities is a thoughtful process, which requires careful analysis. As with any place name, a park name can be enduring and stay with a piece of property long after any knowledge of its origin has passed. The selection of a proper name for a park should be purposeful and systematic, resulting in a name both meaningful and symbolic.

A park name may honor a person of significant stature within the community, recognize an organization or group of citizens which has contributed to the development of the facility, or appreciate a significant natural aspect of the park. Park names should be apolitical and honor the contribution to a park or the community rather than an affiliation with a political party or action group.

The procedures set forth herein are intended as a systematic process to develop meaningful and creative names for Lakeville's park properties. The procedures are intended to simplify the process, ensure consistency in park and facility naming, remove emotional motivations and encourage creativity. Lakeville's future park names will exhibit balance, diversity and creativity.

**Timing:** The park naming procedure is a lengthy process by design. The process is intended to minimize the emotional impact of the naming process or a naming request. All parties involved are given time to think through the long-term implications of the chosen name.

Prior to the time of the development, a working name may be used. The working name would best be of a nondescript nature that is not meant to resemble in any way a possible permanent name. In the case of land acquisition for future parks, the assignment of a permanent park name may be delayed by a significant amount of time, thus a temporary identification will be needed until development takes place. A permanent name will be recommended by the Parks and Recreation Advisory Committee for consideration of formal adoption by City Council.

### **The following procedure should be followed in the naming of parks:**

- 1.** Staff will prepare a list of potential names and rationale based on input from any appropriate source including a public notice in the City's official newspaper announcing the need for citizen input. The list will be filtered, based on the criteria contained in this policy.
- 2.** The Parks and Recreation Advisory Committee will review the list of potential names. The committee will discuss each name and its relative merits. Names may be added or eliminated from the list at this time. No decision will be made at this point.
- 3.** At the next committee meeting, staff will provide any information requested by the committee. The committee shall narrow the list to three at this meeting.
- 4.** At their next meeting the Parks and Recreation Advisory Committee shall debate the merits of the three remaining names and select the name that it will recommend to the City Council.
- 5.** The final action would be to place the proposed park name on the agenda of the next regular City Council meeting. If the Council chooses not to approve the recommended name, they will return the issue to the advisory committee with direction and the process will begin anew.

**Park Naming Criteria:** Listed below are the criteria, which should be used to generate a list of potential park names, which shall be considered during the procedure described above.

- The name of the subdivision associated with the park.
- The name of the neighborhood in which the park is located.
- The school name if adjacent to or closely identified with the park.
- The street name adjacent to or closely identified with the park.
- A name suggested by the developer of the property.
- The name of a local interest point or local focal point near the park.
- The name of a stream, creek or body of water adjacent to or near the park.
- The name of a hill, valley or topographical feature associated with the park.
- The name of an event or historical occurrence associated with the park or abutting area.
- A creative name based on some impressions of the site.
- A name based on the vegetation present or the ecology of the area.
- A name based on a dominant feature of the site.
- The name by which most of the neighborhood and/or area children refer to the park.
- The name of a person who dedicates a major part or all of the land for the park.
- The name of a person of significant stature within the community.
- The name of an organization or group of citizens that contributed to the development of the facility.

**Renaming Park Facilities:** Renaming of parks should be done only after careful consideration. The renaming of a park facility should be considered if one or more of the following criteria is met:

1. The name of the park is the working name for the park assigned prior to the time of development.
2. The primary park users have submitted a petition for a name change that deserves consideration through the normal naming process described herein.
3. An individual or organization contributes a significant portion of the cost of acquiring/developing/renovating, adds significant land or enters into a Naming or Master Agreement with the City
4. A park facility can be renamed in honor of a living individual who has made significant contributions to the community or in memory of someone who has done so. In order to be considered for such an honor, the honoree should have completed at least ten years of service. A waiting period of at least six months from the conclusion of service, or six months from death is required.

**Memorials:** An individual or organization may pay tribute to a deceased Lakeville resident by donating a memorial bench and plaque with personalized message. The donor must provide the cost of the bench pad, bench, plaque and any future maintenance that may be required. Opportunities to refurbish an existing bench into a memorial bench are available on a limited basis. Specific plans must be submitted in advance, with the location and personalized message to be approved by the Parks Superintendent and in some for instances, the Parks and Recreation Director. **For information regarding memorials, please contact Park Maintenance at 952-985-2712.**



**Date:** 6/1/2026

## **Early Voting Administration Options Following State Legislative Changes**

### **Proposed Action**

Staff recommends the adoption of one of the following motions:

#### **Option A – Adopt 18-Day Early Voting Model**

Move to adopt a resolution electing to administer the 18-day in-person voting model in accordance with Minnesota election law and authorizing staff to notify Dakota County and implement the transition.

#### **Option B – Retain Current 46-Day In-Person Absentee Voting Model**

Move to direct staff to continue administering the current 46-day in-person absentee voting model and notify Dakota County that the City of Lakeville will not opt into the 18-day early voting model at this time.

### **Overview**

The purpose of this discussion is to provide the City Council with information regarding recently adopted state legislation related to early voting administration and to discuss potential operational impacts and policy direction for the City of Lakeville.

During the 2026 legislative session, the State of Minnesota adopted legislation HF 4240 allowing municipalities currently administering absentee voting to opt into conducting 18 days of in-person early voting rather than administering the full 46-day in-person absentee voting period previously required under state law.

Under the new legislation, voters will still retain the ability to vote absentee by mail during the full absentee voting period. The primary operational change relates to the administration of in-person absentee voting.

Municipalities wishing to adopt the 18-day early voting model are required to notify their county by June 12, 2026.

Staff is seeking preliminary Council direction regarding whether Lakeville should continue administering the current 46-day in-person absentee voting model or transition to the new 18-day in-person early voting model.

Historical Voting Trends				
Election Year	Total Voters	Election Day Voters	Absentee Direct Ballot Voters	Percent Absentee
2020 General Election	46,838	21,639	25,199	53.8%
2022 General Election	33,503	24,768	8,735	26.1%
2024 General Election	44,663	24,102	20,561	46.0%

This data demonstrates that absentee and direct ballot voting now represent a substantial portion of overall voter participation in Lakeville elections. In 2024, 46% of Lakeville voters cast an absentee ballot, representing the second-highest absentee participation rate on record, exceeded only by the pandemic – affected 2020 election.

A critical data point for this discussion is how absentee voting is distributed between in-person early voting and mail ballots. The table below shows that the majority of in-person early voting already occurs within the 18-day window, which is the period this legislation addresses.

In-Person Early Voting vs. Mail Ballot Breakdown					
Election Year	Total Absentee	In-Person Early Voting	% of Absentee	Mail Ballots	% of Absentee
2020 (7 days)	22,618	8,132	35.9%	14,486	64.1%
2022 (7 days)	8,735	2,993	34.3%	5,693	65.7%
2024 (18 days)	20,561	10,467	50.9%	10,094	49.1%

**Key Findings:**

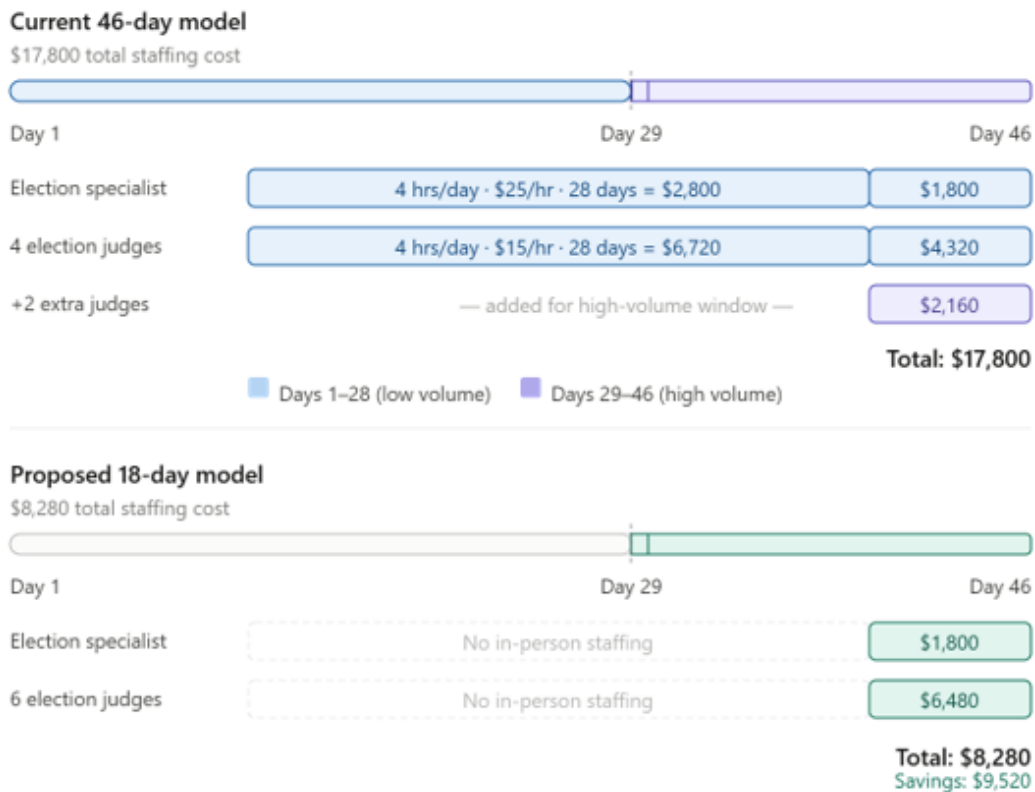
- In 2024, 10,467 voters (51% of all absentee voters) cast ballots during the 18-day in-person voting window, exceeding the mail ballot volume for the first time.
- In 2022, 2,993 voters used in-person early voting (34% of absentee). The lower volume is consistent with typical non-presidential election year turnout patterns.
- In 2020, 8,132 voters cast in-person ballots in just 7 days. That demonstrates a strong demand even with a shorter window.
- Mail ballot voters are entirely unaffected by this change. The 10,094 voters who voted by mail in 2024 would continue to have the full 46-day mail voting period under either option.
- The data indicates that the 18-day in-person voting window reflects how Lakeville voters already prefer to vote. The existing 46-day window has not historically driven high in-person volume during the first 28 days.

**Financial Impact:**

Transitioning to the 18-day early voting model would result in significant staffing cost savings. The City currently incurs staffing costs across the full 46-day in-person absentee voting period. Under the new model, in-person staffing would be limited to the 18-day early voting window. The analysis below outlines the projected savings based on current staffing levels and compensation rates.

The top model illustrates how staffing spans all 46 days, with the extra two election judges added for the final high-volume window.

The bottom model shows how the proposed approach eliminates the first 28 days of in-person staffing, while keeping full coverage for the 18-day window when the voters historically show up.



**Policy Options:**

State law continues to provide full absentee voting access by mail for the entire statutory absentee period under either of these options.

**Option A: Transition to an 18-day window early voting model**

- Concentrates in-person staffing into a defined 18-day window, enabling more consistent scheduling and reduced overtime exposure across a 46-day period.
- Aligns with observed voter behavior. The data shows the vast majority of in-person absentee voting already occurs in the final 18 days.
- Reduces facility usage and administrative burden during the first 28 days of the current window.
- Mail ballot access remains fully available to all voters for the complete 46-day period.
- Requires notification to Dakota County by June 12, 2026.

**Option B: Retain the current 46-day in-person absentee voting model**

- Maintains maximum in-person access across the full 46-day period.
- Preserves the existing staffing and facility arrangements without operational transition.
- Continues the current model that has been in place since 2022.
- Maintains current staffing and cost structure across the full 46-day period, including the first 28 days during which in-person utilization has historically been lower.

**Supporting Information**

1. Resolution\_Electing to administer early voting pursuant to MN Election Law

<p><b>Financial Impact:</b> \$9,520 (savings per election cycle)    <b>Budgeted:</b> Yes    <b>Source:</b> Elections  <b>Envision Lakeville Community Values:</b> Good Value for Public Service  <b>Report Completed by:</b> <i>Ann Orlofsky</i>, City Clerk</p>
--

**CITY OF LAKEVILLE**

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

**A RESOLUTION ELECTING TO ADMINISTER EARLY VOTING  
PURSUANT TO MINNESOTA ELECTION LAW**

**WHEREAS**, during the 2026 legislative session, the State of Minnesota adopted legislation permitting municipalities currently administering absentee voting to elect to conduct 18 days of in-person early voting rather than administering the full 46-day in-person absentee voting period; and

**WHEREAS**, the legislation maintains the full statutory absentee voting period for absentee voting by mail; and

**WHEREAS**, the Lakeville City Council has reviewed historical voter participation data, operational impacts, staffing considerations, and financial impacts associated with administration of in-person absentee voting; and

**WHEREAS**, the City Council finds that the majority of in-person absentee voting activity in Lakeville historically occurs during the final 18 days prior to Election Day; and

**WHEREAS**, the City Council finds that transitioning to the 18-day in-person early voting model will continue to provide accessible voting opportunities while improving operational efficiency and reducing staffing costs.

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

- The City of Lakeville elects to administer the 18-day in-person early voting model as authorized under Minnesota law.
- The City Clerk is authorized and directed to notify Dakota County of the City’s election to administer early voting pursuant to state law requirements.
- The City Clerk and City Administration are authorized to take all administrative actions necessary to implement the 18-day in-person early voting model for applicable elections.

**APPROVED AND ADOPTED** this 1st day of June 2026.

**CITY OF LAKEVILLE:**

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

ATTEST:

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

