AGENDA
CITY COUNCIL MEETING

June 15, 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. Pan-O-Prog Presentation
   b. Lakeville Arenas Annual Report

6. Consent Agenda
   a. Check Register Summary
   b. Minutes of the 06/01/2026 City Council Meeting
   c. Approval of Supplemental Agreements for 2050 Comprehensive Plan System Plan Updates
   d. Authorize Grant Agreements with Dakota County for 2026 Aquatic Invasive Species Management Activities
   e. Resolution Authorizing the Purchase of Information Screens for the Police Department Real Time Information Center (RTIC)
   f. Proposal from Braun Intertec for Special Inspection and Testing Services for East Community Park Phase II: CIP #25-20
   g. Approve Resolution Amending Resolution 11-46 Regarding the Finance Committee
   h. ISG Conditional Use Permit for Lot 3, Marketplace at Cedar
   i. Water Efficiency Grant Agreement with Metropolitan Council
   j. Restoration Covenant Church Conditional Use Permit

k. Resolution Approving Charitable Gambling Lakeville Lions

l. Resolution Appointing Judges for the August 11, 2026 Primary Election

m. Joint Powers Agreement for Maintenance of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County

n. Approval of Joint Powers Agreement with Dakota County for CSAH 46 Pavement Preservation, Drainage Improvements, and City Utility Repairs

o. Letter of Intent for Solar Improvements at City Hall

p. Approval of Joint Powers Agreement with Dakota County for Preliminary and Final Engineering and Traffic Signal Construction for the CSAH 50/5 and I-35 Interchange

7. Action Items

   a. EB First Addition CUP and ROW Vacation

   b. Authentix Lakeville Second Addition Preliminary Plat

8. Unfinished Business

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

   a. Legislative Session Recap

   b. Snowmobile Map Update

10. Council/Committee Updates

11. Announcements

12. Adjourn

Date: 6/15/2026

Pan-O-Prog Presentation

Proposed Action
Staff recommends adoption of the following motion:

Overview

Supporting Information
None

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

Date: 6/15/2026

Lakeville Arenas Annual Report

Proposed Action
Staff recommends adoption of the following motion:

Overview

Supporting Information
1. Lakeville Arenas_2025 Anual Report & Budget Presentation Packet
2. LakevilleArenas_2025_AnnualReport (1)

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

Lakeville

ARENAS

Built for the Community

2025 Annual Report

Presented to the
Lakeville City Council
Lakeville Area Schools Board

Spring 2026



6,635	$2.14M	1,096
Ice Hours	Revenue	LTS Enrollments

Lakeville ARENAS

Who We Are

- Joint Powers Agreement between the City of Lakeville and ISD 194 (Lakeville Area Schools), formed 2006
- Operates Ames Arena, Hasse Arena, and the Allina Health Pavilion Rink — the covered outdoor sheet opened Thanksgiving 2024
- Operating expenses are fully self-funded through ice rentals and programming revenue — no daily operating tax subsidy
- Governed by a 5-member Board of Directors representing the City, ISD 194, and the community at large
- Key partners: City of Lakeville · ISD 194 · Lakeville Hockey Association · Heritage Figure Skating Club



Ames Arena

19900 Ipava Ave · 2 indoor sheets

Est. 1994



Hasse Arena

8525 215th St W · 1 indoor sheet

Est. 2006



Allina Health Pavilion Rink

Covered outdoor sheet at Hasse

Opened 2024 – 2025 Season

Joe Bergquist, General Manager · Tonyea Patterson, Admin Supervisor · Nick Ames & Jeff Zimmerman, Operations Managers

Built for the Community

2025 — The Year Everything Came Together



First Full Year
Pavilion Rink



Record 6,635
Ice Hours



Maggie Flaherty
& the Walter Cup



Inaugural
Mite Day Camps



First Sanctioned
US Figure Skating Comp



Record Learn to Skate
1,096 Enrollments

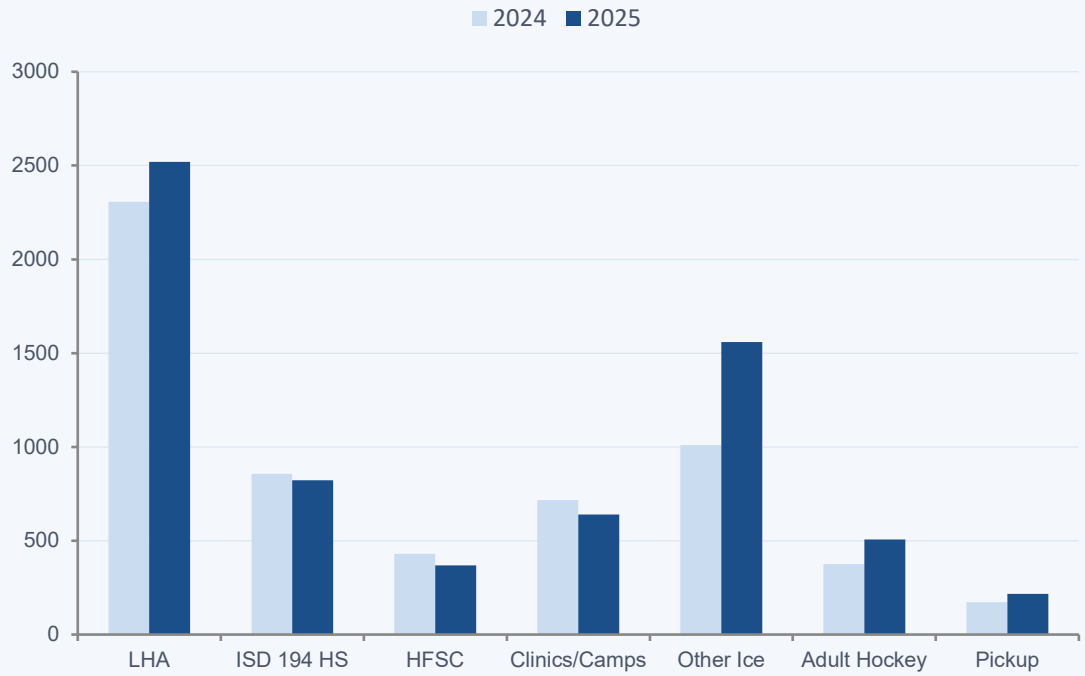
A world-class community asset — built and sustained by Lakeville, for Lakeville.

Self-funded · 100% Community-Serving · No Daily Tax Subsidy

ICE TIME & USAGE

Record Ice Hours in 2025

6,635 total hours — up 13.1% from 2024



+549.5 hrs

Other Ice (new programs, tournaments, Pavilion)

+213.5 hrs

LHA Ice — continued partnership growth

+132 hrs

Adult Hockey
+35% year-over-year

+45.25 hrs

Pickup Ice Sales
+26% year-over-year

PROGRAMS & COMMUNITY IMPACT

Growing Every Program

Learn to Skate

1,096

Enrollments — Highest Ever

Top 5 program in Minnesota · 4 sessions/year

Aspire to Skate

53

Enrollments in 2025

Up from 24 in 2024, 8 in 2023 — remarkable trajectory

Mite Leagues

336

Participants (Spring + Fall)

Up from 283 in 2024 (+18.7%) — inaugural day camps

Arena Programming

+62%

Revenue Growth vs. 2024

$67,844 actual · new structured programs & camps

Basic Skills Competition

53

Skaters from across Midwest

First-ever sanctioned US Figure Skating event, June 2025

Public Plus Ice

NEW

Launched 2025

Private lesson add-on — highly successful first year

2025 Highlights & Events

Jan 2025

Hockey Day Lakeville

Allina Health Pavilion Rink Grand Opening · community celebration



Jan 1, 2025

US Hockey Hall of Fame Game

MN Gophers Women's vs. Bemidji State · Hasse Arena



Feb 2025

MN Hockey District 8 Tournament

Peewee-A Regional Tournament · Ames Arena

Mar 2025

HFSC Annual Ice Show

March 21–22 · Heritage Figure Skating Club



Jun 2025

First Sanctioned US Figure Skating Competition

53 skaters from across the Midwest · Hasse Arena



Summer 2025

Maggie Flaherty & the Walter Cup

Back-to-back PWHL champions · LHA Icecats skate event



Fall 2025

Inaugural Mite Day Camps

34 participants · expanding to 5 days/week in 2026



Dec 2025

Holidays at Hasse

Skate with Santa · Open Door Pantry food drive · hot cocoa bar



ALLINA HEALTH PAVILION RINK

Pavilion Rink — Year Two Upgrades

Opened Thanksgiving 2024 · Grand Opening Hockey Day Lakeville, January 2025



Year 2 Improvements Completed:

- ✓ Sunscreens installed — prevents ice glazing 10am–5pm
- ✓ Locker rooms with heaters are completed
- ✓ West/north wind screens for skater comfort
- ✓ Radiant heaters above bleachers, benches & officials' boxes
- ✓ Dragonfly fiber Wi-Fi — installed & ready
- ✓ Broke Ground: concession stand, catering kitchen & 32×40 lobby

What's Ahead

Spring '26

Patio, playground & security fencing

Summer '26

Zamboni/equipment shed

2027+

Dry-floor revenue: roller hockey, basketball, pickleball & more

Long-term

Footings for potential full enclosure — 4th indoor sheet

2025 Financial Results

Audited — Fiscal Year Ended December 31, 2025

$2.14M
Total Revenue

$1.995M
Total Expenditures

$140,942
Net Surplus

$1.088M
Fund Balance (12/31/25)

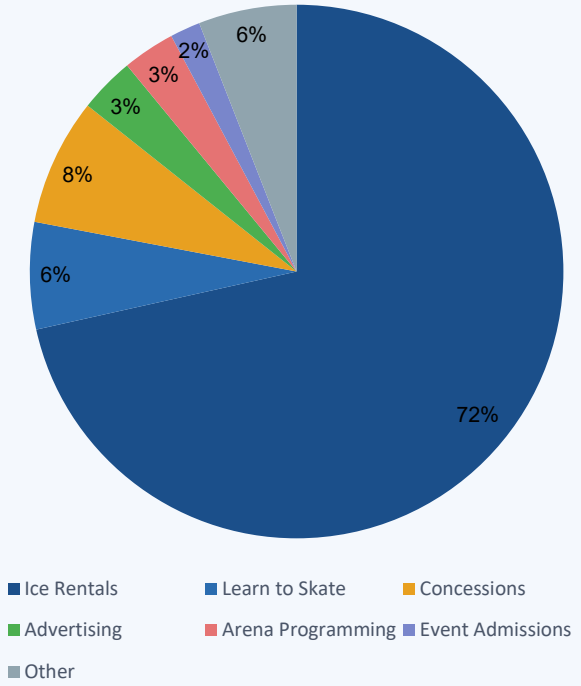


2025 Expenditures by Category

Personnel	47.8%
Utilities	19.4%
Other Charges & Svcs	15.1%
Capital Outlay	6.9%
Commodities	7.2%
Debt Service & Other	3.6%

REVENUE DIVERSIFICATION

Diversified & Growing Revenue



Year-over-Year Revenue Growth

Ice Rental Revenue	$1,527,398	+$205K (+15.4%)
Learn to Skate	$138,410	+$21K (+17.8%)
Arena Programming	$67,844	+$26K (+62.1%)
Advertising Revenue	$71,781	+$21K (+41.7%)
Concessions/Pro Shop	$164,377	+$1.7K

Looking Ahead to 2026

2026 Budget

Revenue Budget	$2,474,773
Expenditure Budget	$2,345,581
Net	$6,668

Rate increase: 3.6% rate increase planned for 2026–27 season

2026 Priorities

Pavilion Rink 2.0 Completion

Patio, playground, Zamboni shed · dry-floor revenue in 2027

Programming Expansion

Mite 5-day camps · summer 4-on-4 skates · fall-summer-spring breakfast club · 2027 AAA tournament series

New Community Ice Club Memberships

Public Ice & Hockey Club Memberships Launching Summer 2026

Staffing & Retention

3% COLA all staff · 6% Driver Supervisors · Office Manager hire Spring '26

Capital Fund

No capital expenditures planned · fund continues to rebuild toward targets

Lakeville Arenas — Built by the Community · Sustained by the Community · For the Community

Questions? Contact Joe Bergquist, General Manager · Lakeville Arenas



Executive Governance Summary

Lakeville Arenas

Lakeville, Minnesota

For the year ended December 31, 2025

Abdo
Lighting the path forward

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

14500 N Northsight Blvd, Ste 321
Scottsdale, AZ 85260
P 480.864.5579

April 24, 2026

Board of Directors
Lakeville Arenas
Lakeville, Minnesota

We have audited the accompanying financial statements of the governmental activities and each major fund of the Lakeville Arenas (the Organization) for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of the audit. We have communicated such information in our letter to you dated November 25, 2025. Professional standards require that we provide you with the following information related to our audit.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified no deficiency in internal control that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of compliance with certain provisions of Minnesota statutes. However, providing an opinion on compliance with those provisions was not an objective of our audit. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Organization's compliance with those requirements. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported in accordance with Minnesota statutes.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies were not changed during the year ended December 31, 2025. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements include depreciation on capital assets, allowance for doubt full accounts and the liability for the Organizations pensions.

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Management's estimate of allowance for doubtful accounts is based on an estimate of delinquent account receivable balances that will not be collected.
- The Organization's liability for other post-employment benefits was estimated to be zero primarily based on the assumption that employees, whom participate in the health insurance plan, will not retire with the Organization.
- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 24, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the budgetary comparison schedule for the General fund, the Schedule of Employer's Share of the Net Pension Liability and the Schedule of Employer's Contributions), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory section, which accompanies the financial statements but is not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future financial statements:

GASB Statement No. 103 - *Financial Reporting Model Improvements* *Effective: 12/31/2026*

GASB Statement No. 104 - *Disclosure of Certain Capital Assets* *Effective: 12/31/2026*

Further information on upcoming GASB pronouncements.

* * * * *

Restriction on Use

This communication is intended solely for the information and use of the Board of Directors, management and the Minnesota Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the opportunity to be of service and for the courtesy and cooperation extended to us by your staff.



Abdo
Minneapolis, Minnesota
April 24, 2026

Lakeville
ARENAS

LAKEVILLE ARENAS

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I. INTRODUCTORY SECTION

LAKEVILLE ARENAS
APPOINTED OFFICIALS
DECEMBER 31, 2025

BOARD OF DIRECTORS

Appointed by	Appointed Official	Position with Appointer
Arena Board	Troy Patterson	Member at Large
City of Lakeville	Justin Miller	City Administrator
City of Lakeville	Michelle Volk	City Council Member
Independent School District 194	Carly Anderson	Independent School District 194 Board Member
Independent School District 194	Michael Baumann	Independent School District 194 Superintendent

Lakeville ARENAS

April 24, 2026

City of Lakeville, Independent School District 194 and Citizens,

On behalf of the Lakeville Arena Board, it is my pleasure to present to you the Lakeville Arenas Financial Report for the year ended December 31, 2025.

Lakeville Arenas Profile

The Lakeville Arenas is a joint powers entity created in December 2004 between the City and ISD 194. Lakeville Arenas is governed by a Board consisting of two representatives appointed by the City, two appointed by ISD 194 and one member appointed to represent the community at large.

The Board is charged with the responsibility of undertaking entrepreneurial endeavors in the overall operation and management of the Lakeville Arenas. Its purpose is to lease, maintain, operate, and manage the Arena Complex in the best interests of the overall community. The Lakeville Arenas currently manages the Ames Arena which consists of two contiguous facilities located at 19900 Ipava Avenue and the Hasse Arena located at 8525 215th Street West. A budget is adopted by July 1st of each year.

Financial Operations

Revenues exceeded expenditures by $140,942 in 2025.

	2025	2024	Change
Revenues	$ 2,136,038	$ 1,891,341	$ 244,697
Expenditures			
Personnel	953,459	756,750	196,709
Other charges and services	302,038	345,855	(43,817)
Utilities	387,855	239,994	147,861
Capital outlay	137,770	362,710	(224,940)
Supplies	143,024	180,694	(37,670)
Debt service expense	33,793	19,935	13,858
Other expense	37,157	46,733	(9,576)
Total expenditures	1,995,096	1,952,671	42,425
Net	$ 140,942	$ (61,330)	$ 202,272

Revenues were up this past year primarily due to ice rentals, learn to skate, arena programming, and advertising contracts. Personnel services were up in 2025 resulting primarily from the hiring of additional driver and Programs Coordinator positions. Utility costs were higher compared to the prior year due to an increase in electrical and natural gas rates, decrease in amount for solar credits and the addition of the refrigerated outdoor pavilion rink. Capital outlay included Zamboni charger and transmission, pressure washer, slushy machine, freezer, stainless steel countertops, fire door operator, garage doors, dashboard gate panel, and finance purchase agreement for lawn mower.

Financial Position

A measure of an organization's ability to meet current and future obligations is its fund balance. Lakeville Arenas had a $1,088,372 fund balance as of December 31, 2025, of which $439,534 is assigned for capital acquisitions as required by the Joint Powers Agreement. An additional $28,504 is non-spendable and $106,077 is assigned to other purposes. The remaining $514,257 provides the working capital to meet cash flow and operational requirements during the summer and fall when revenues are minimal.

Balance Sheet - Governmental Funds

	Total Governmental Funds
Assets	$ 1,224,182
Liabilities	$ 135,810
Fund balances	
Non-spendable for prepaid	6,285
Non-spendable for inventory	22,219
Assigned for compensated absences	106,077
Assigned for future capital acquisitions	439,534
Unassigned	514,257
Total fund balances	1,088,372
Total liabilities and fund balances	$ 1,224,182

Arena Debt

The Hasse Arena construction was originally financed with a Lease Revenue Bond issued by the Lakeville Housing and Redevelopment Authority in 2006. The debt is repaid with property taxes levied by the City of Lakeville and Independent School District 194. The 2006 bonds were advance refunded by HRA Lease Revenue Refunding Bonds, Series 2016A. On February 7, 2022, the City Council authorized the issuance of Taxable General Obligation Bonds, Series 2022B, to refund the HRA Lease Revenue Refunding Bonds, Series 2016A (noted above) and provide funding for constructing the outdoor rink at the Hasse Arena. The sale of the bonds was held on March 7, 2022 and closed on April 5, 2022. True interest cost was 2.69 percent. The refunding resulted in savings of approximately $130,000 over the term of the bonds. An amended and restated joint powers agreement to address the payment of the refunding portion of the 2022B bonds was approved by ISD#194 and the City of Lakeville in February 2022. Agreements have been approved with Lakeville Hockey Association (LHA) and Heritage Figure

Skating Club (HFSC) for additional contributions to be used for debt repayment of the bonds issued for the new outdoor rink.

The Ames arena parking lot expansion project was financed with a Tax Abatement Bond issued by the City of Lakeville. As such, the debt is included in the City of Lakeville Annual Comprehensive Financial Report not the Lakeville Arenas Annual Financial Report. The debt is being repaid with contributions from the Lakeville Hockey Association and the Heritage Figure Skating Club. A portion of the interest on the debt will be paid by Lakeville Arenas. The final debt payment is February 1, 2031.

An energy improvement project began in the fall of 2020 at both facilities. The project cost was approximately $7.9 million and was completed in the fall of 2021. The project is financed with a Tax Abatement Bond issued by the City of Lakeville in February 2021. As such, the debt is included in the City of Lakeville Annual Comprehensive Financial Report not the Lakeville Arenas Annual Financial Report. The debt is being repaid with energy savings realized at both facilities and property taxes levied by the City of Lakeville and Independent School District 194. The final debt payment is February 1, 2041.

Conclusion

The Lakeville community has an arena due to the collaborative efforts of the City of Lakeville, Lakeville Housing and Redevelopment Authority, Independent School District 194, and the Lakeville Hockey Association. In the absence of such a relationship, the community would not have such an amenity.

The various organizations within our community who patronize and support the arena are to be commended for their visionary and cooperative partnership approach to make this outstanding amenity a reality.



Carly Anderson, Board Chair

II. FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lakeville Arenas
Lakeville, Minnesota

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Lakeville Arenas (the Organization), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Organization as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Lakeville Arena's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Organization's 2024 financial statements, and we expressed unmodified opinions on the respective financial statements in our report dated June 3, 2025. In our opinion, the summarized comparative information presented herein for the respective financial statements as of and for the year ended December 31, 2024, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis starting on page 7, the budgetary comparison for the General fund on page 34, and the Schedule of Employer's Share of the Net Pension Liability and the Schedule of Employer's Contributions starting on page 37 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statement do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Abdo

Abdo
Minneapolis, Minnesota
April 24, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

This discussion and analysis present an overview of the financial activities and financial position of the Lakeville Arenas for the year ended December 31, 2025.

Financial Highlights

- The Lakeville Arenas' assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $1,752,595 (net position). Of this amount, $783,059 (unrestricted net position) may be used to meet the Organization's ongoing operations and obligations.
- As of December 31, 2025, the Lakeville Arenas' governmental funds reported combined ending fund balances of $1,088,371. Of the total fund balance, $28,504 is non-spendable and $545,611 is assigned for future capital acquisitions and compensated absences; the remaining $514,257 is unassigned.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Organization's basic financial statements. The Organization's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Organization's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the Organization's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases and decreases in net position serve as a useful indicator of whether the Organization's financial position is improving or deteriorating.

The Statement of Activities presents information showing how the Organization's net position changed during the most recent fiscal year.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives.

Lakeville Arenas maintains two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General fund and the Capital Maintenance Reserve fund.

Notes to the Financial Statements. The Notes to the Financial Statements provide additional information that is essential to the full understanding of the data provided in the Organization's other basic financial statements.

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Organization's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found starting on page 33 of this report.

(continued on next page)

Government Wide Financial Analysis

The assets and deferred outflows of resources of the Lakeville Arenas exceeded liabilities and deferred inflows of resources by $1,752,595 at the close of the most recent fiscal year. Of this amount, $783,059 (unrestricted net position) may be used to meet the ongoing operations and obligations of the Organization.

As of the end of the current fiscal year, the Organization's unrestricted net position was $783,059, or 37.0 percent of total expenses of $2,114,944.

Total assets as of December 31, 2025, were $2,294,183 and comprised primarily of cash and investments (40.3 percent); accounts receivable, interest receivable and inventory (13.0 percent); and capital assets (46.6 percent). Deferred outflows of resources amounted to $154,998.

Total liabilities as of December 31, 2025 amounted to $559,940. Non-current liabilities due within one year and in more than one year amount to $45,407 (8.1 percent) and $378,723 (67.6 percent), respectively. Accounts payable, wages payable, sales tax payable and unearned income amounted to $135,810 (24.3 percent). Deferred inflows of resources amounted to $136,646.

Organization as a Whole – Government-Wide Financial Statements

The following is a condensed version of the statement of net position at December 31, 2025, with comparative information at December 31, 2024:

	2025	2024	Increase/ (Decrease)
Cash and cash equivalents	$ 925,334	$ 666,938	$ 258,396
Other assets	298,848	444,243	(145,395)
Capital assets - net	1,070,001	1,117,576	(47,575)
Total assets	2,294,183	2,228,757	65,426
Deferred outflows of resources	154,998	49,363	105,635
Current liabilities	181,217	179,303	1,914
Non-Current Liabilities	378,723	271,075	107,648
Total liabilities	559,940	450,378	109,562
Deferred inflows of resources	136,646	97,046	39,600
Net position			
Net investment in capital assets	969,536	1,049,129	(79,593)
Unrestricted	783,059	681,567	101,492
Total net position	$ 1,752,595	$ 1,730,696	$ 21,899

(continued on next page)

A condensed version of the statement of activities for the year ended December 31, 2025 with comparative information from 2024 is shown below.

	2025	2024	Increase/ (Decrease)
Revenues			
Program revenues	$ 2,025,560	$ 1,782,899	$ 242,661
Investment revenue	36,426	48,971	(12,545)
Other revenue	74,857	66,874	7,983
Total revenues	2,136,843	1,898,744	238,099
Expenses			
Culture and recreation	2,114,944	1,764,204	350,740
Change in net position	21,899	134,540	(112,641)
Net position - beginning	1,730,696	1,596,156	134,540
Net position - ending	$ 1,752,595	$ 1,730,696	$ 21,899

Governmental Activities

Governmental activities for 2025 increased the Lakeville Arenas' net position by $21,899.

Revenues

- Revenues were up this past year primarily due to ice rentals, learn to skate, arena programming, and advertising contracts.
- Ice rentals amounted to $1,527,398 in 2025, which is a $205,109 increase from 2024. Ice rentals are 72.1 percent of general fund revenues.
- Learn-To-Skate revenues of $138,410 increased $20,935 (17.8 percent) from 2024.
- Public skating revenues of $45,169 decreased $18,310 (28.8 percent) from 2024.
- Arena programming revenues of $67,844 increased $25,991 (62.1 percent) from 2024.
- Event admissions amounted to $39,158 in 2025, which is a $10,417 (21.0 percent) decrease from 2024.
- Concession/pro shop sales (net) amounted to $164,377 in 2025, which is a $1,714 (1.1 percent) increase from 2024.
- Advertising revenues were $71,781 in 2025, which is a $21,117 (41.7 percent) increase from 2024.

Expenses

- Personnel costs were $953,459 which represents 49.4 percent of the total operating expenses. Total personnel costs increased 196,709 (26.0 percent) in 2025. The increase was due to additional driver and Programs Coordinator positions along with benefits for the new full-time positions.
- Utility expenses (natural gas and electricity) total $387,855 and represent 20.1 percent of the total operating expenses. Electrical costs increased in 2025 by $129,966 (72.3 percent). Natural gas costs were up $17,895 or 29.7 percent. The increase in electrical and natural gas costs is largely due to an increase in electrical and natural gas rates, decrease in amount for solar credits and the addition of the refrigerated outdoor pavilion rink.
- Commodities ($143,024) represent 7.4 percent of the total operating costs. This is a $37,670 decrease compared to 2024 primarily due to less supplies needed for the ice rinks, buildings and concession stands.
- Other charges and services ($302,038) represent 15.7 percent of the total operating costs. This is a $43,817 decrease compared to 2024 due to not hiring contractors to complete projects/maintenance and handling in house.
- The Hasse Arena construction was originally financed with a Lease Revenue Bond issued by the Lakeville Housing and Redevelopment Authority in 2006. The debt is repaid with property taxes levied by the City of Lakeville and Independent School District 194. The 2006 bonds were advance refunded by HRA Lease Revenue Refunding Bonds, Series 2016A. On February 7, 2022, the City Council authorized the issuance of Taxable General Obligation Bonds, Series 2022B, to refund the HRA Lease Revenue Refunding Bonds, Series 2016A (noted above) and provide funding for constructing the outdoor rink at the Hasse Arena. The sale of the bonds was held on March 7, 2022 and closed on April 5, 2022. True interest cost was 2.69 percent. The refunding resulted in savings of approximately $130,000 over the term of the bonds. An amended and restated joint powers agreement to address the payment of the refunding portion of the 2022B bonds was approved by ISD#194 and the City of Lakeville in February 2022. Agreements have been approved with Lakeville Hockey Association (LHA) and Heritage Figure Skating Club (HFSC) for additional contributions to be used for debt repayment of the bonds issued for the new outdoor rink.
- The Ames arena parking lot expansion project was financed with a Tax Abatement Bond issued by the City of Lakeville. As such, the debt is included in the City of Lakeville Annual Comprehensive Financial Report not the Lakeville Arenas Annual Financial Report. The debt is being repaid with contributions from the Lakeville Hockey Association and the Heritage Figure Skating Club. A portion of the interest on the debt will be repaid by Lakeville Arenas. The final debt payment is February 1, 2031.
- An energy improvement project began in the fall of 2020 at both facilities which were completed in the fall of 2021. The project cost approximately $7.9 million. The project was financed with a Tax Abatement Bond issued by the City of Lakeville in February 2021. As such, the debt is included in the City of Lakeville Annual Comprehensive Financial Report not the Lakeville Arenas Annual Financial Report. The debt is being repaid with energy savings realized at both facilities and property taxes levied by the City of Lakeville and Independent School District 194. The final debt payment is February 1, 2041.

(continued on next page)

Economic Factors and Next Year's Budget and Rates

The Lakeville Arenas is a joint powers organization created by the City of Lakeville and Independent School District 194. The Organization commenced operation of its two facilities in April 2005 – Ames Arena located at 19900 Ipava Avenue and Hasse Arena located at 8525 215th Street.

Key economic factors include the following:

- Since its establishment in 2005, Lakeville Arenas has funded all of its daily operating costs through ice rentals and other revenue generated by the facilities. Public tax funds are not utilized for daily operations, which remained true in 2025 and is expected to continue in 2026 and 2027.
- Ice Rental Revenue in 2025 increased by $205,106 over 2024. Ice rentals year-to-date in 2026, as of April 1, are up $26,649 over the same period in 2025 due to a rate increase of 7.7%. A 3.6% rate increase is expected to be approved for the 2026-2027 prime winter season.
- Private camp and training ice rentals are expected to decrease in 2026 due to shifts in local coaching and family spending concerns largely driven by the current economic climate. However, these factors have opened up an opportunity for Lakeville Arenas to expand its programming beyond its original 2026 plans and provide more affordable options for local residents and users. Although revenue from these new programs remains uncertain, early indicators suggest it is likely to surpass the ice rental income from recently canceled for-profit camps and clinics.
- Lakeville Arenas continues to diversify its revenue by expanding other skating programs to reduce its dependence on ice rentals alone. In 2025, revenue from in-house programs increased by $46,926 compared to 2024. As of April 1st, 2026, these program revenues have grown by $39,040 compared to the same period in 2025.
- Amenity upgrades for the new covered outdoor pavilion rink, aimed at generating revenue during the off-season, will be completed in 2026. New dry-floor revenue streams from the facility are scheduled for 2027.
- Electric and natural gas costs increased sharply in 2025 to $387,855 from $239,994 in 2024, a 62% rise. The significant jump is due to lower solar credits, the addition of the refrigerated outdoor pavilion rink, and overall volatility in energy markets in recent years. Lakeville arenas will adjust the 2026 budget to account for these changes and include them in the 2027 budget.
- Although the current economic environment is unstable and uncertain, Lakeville Arenas is well-equipped to adapt as necessary to ensure a successful 2026 and 2027. This is partly due to the ongoing focus and success in diversifying and expanding revenue sources, recent energy upgrades at all facilities, and continuous monthly tracking of revenue and expenses.

Requests for Information

This financial report is designed to provide a general overview of the Lakeville Arenas' results of operations. Questions concerning any information provided in this report or requests for additional financial information should be addressed to Judy Keliher, Board Chair, Lakeville Arenas, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

(continued on next page)

BASIC FINANCIAL STATEMENTS

LAKEVILLE ARENAS
STATEMENT OF NET POSITION
DECEMBER 31, 2025

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 925,334
Interest receivable	5,309
Accounts receivable	265,035
Inventory/prepaid	28,504
Net investment in capital assets	
Building improvements	457,769
Equipment	612,232
Total assets	2,294,183
DEFERRED OUTFLOWS OF RESOURCES	
Deferred pension resources	154,998
LIABILITIES	
Accounts payable	94,887
Wages payable	29,857
Sales tax payable	5,684
Deposits	5,382
Non-current liabilities	
Due within one year - Financed purchase agreement	27,358
Due in more than one year - Financed purchase agreement	73,108
Due within one year - Compensated absences	18,049
Due in more than one year - Compensated absences	88,028
Due in more than one year - Net pension liability	217,587
Total liabilities	559,940
DEFERRED INFLOWS OF RESOURCES	
Deferred pension resources	136,646
NET POSITION	
Net investment in capital assets	969,536
Unrestricted	783,059
Total net position	$ 1,752,595

The notes to financial statements are an integral part of this statement

LAKEVILLE ARENAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities				
Culture and recreation	$ 2,114,944	$ 2,025,560	$ -	$ (89,384)
General revenues:				
Investment earnings				36,426
Other revenue				74,857
Total general revenues				111,283
Change in net position				21,899
Net position - beginning				1,730,696
Net position - ending				$ 1,752,595

The notes to financial statements are an integral part of this statement

LAKEVILLE ARENAS
BALANCE SHEET – GOVERNMENTAL FUNDS
DECEMBER 31, 2025

	General Fund	Capital Maintenance Reserve Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 464,257	$ 461,077	$ 925,334
Interest receivable	2,785	2,524	5,309
Accounts receivable	265,035	-	265,035
Inventory	22,219	-	22,219
Prepaid	6,285	-	6,285
Total assets	$ 760,581	$ 463,601	$ 1,224,182
LIABILITIES			
Accounts payable	$ 70,820	$ 24,067	$ 94,887
Wages payable	29,857	-	29,857
Sales tax payable	5,684	-	5,684
Deposits	5,382	-	5,382
Total liabilities	111,743	24,067	135,810
FUND BALANCES			
Non-spendable for prepaid items	6,285	-	6,285
Non-spendable for inventory	22,219	-	22,219
Assigned for future capital acquisition	-	439,534	439,534
Assigned for compensated absences	106,077	-	106,077
Unassigned	514,257	-	514,257
Total fund balances	648,838	439,534	1,088,372
Total liabilities and fund balances	$ 760,581	$ 463,601	$ 1,224,182

The notes to financial statements are an integral part of this statement

LAKEVILLE ARENAS
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds		$ 1,088,372
1.	Capital assets used in governmental activities are not financial resources and, therefore, not reported in the governmental funds.	
	Capital assets	2,203,138
	Less accumulated depreciation	(1,133,137)
2.	Long term liabilities are not payable with current financial resources and therefore are not reported in the governmental funds.	
	Net pension liability	(217,587)
	Finance purchase agreement	(100,466)
3.	Accrued compensated absences are not payable with current financial resources and therefore are not reported in the governmental funds.	(106,077)
4.	Governmental funds do not report long-term amounts related to pensions.	
	Deferred outflows of pension resources	154,998
	Deferred inflows of pension resources	(136,646)
Net position of governmental activities		$ 1,752,595

The notes to financial statements are an integral part of this statement

LAKEVILLE ARENAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2025

	General Fund	Capital Maintenance Reserve Fund	Total Governmental Funds
REVENUES			
Charges for services	$ 2,093,270	$ -	$ 2,093,270
Investment income	19,765	16,661	36,426
Other income	6,343	-	6,343
Total revenues	2,119,378	16,661	2,136,039
EXPENDITURES			
Current			
Culture and recreation			
Personnel	953,459	-	953,459
Commodities	143,024	-	143,024
Other charges and services	302,038	-	302,038
Utilities	387,855	-	387,855
Debt service expense	33,793	-	33,793
Other expense	37,157	-	37,157
Capital outlay	71,655	66,116	137,771
Total expenditures	1,928,981	66,116	1,995,097
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	190,397	(49,455)	140,942
OTHER FINANCING SOURCES (USES)			
Contribution to City of Lakeville	(73,648)	-	(73,648)
Financed purchase agreement issued	60,126	-	60,126
Transfers (to) from other funds	(140,000)	140,000	-
Total other financing sources (uses)	(153,522)	140,000	(13,522)
CHANGE IN FUND BALANCES	36,875	90,545	127,420
FUND BALANCES, BEGINNING OF YEAR	611,963	348,989	960,952
FUND BALANCES, END OF YEAR	$ 648,838	$ 439,534	$ 1,088,372

The notes to financial statements are an integral part of this statement

LAKEVILLE ARENAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES INFUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Total net change in fund balances - governmental funds (modified accrual amount)	$	127,420
1. Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities the cost of capital assets is allocated over their useful lives as depreciation expense.		
In the current period these amounts are:		
Capital outlay		120,357
Depreciation expense		(167,932)
2. Accrued compensated absences are not payable with current financial resources and therefore are not reported in the governmental funds.		
Accrued compensated absences		(37,528)
3. Finance purchase agreement activity is not reported in governmental funds.		
Finance purchase issued		(60,126)
Lease repayment		28,107
4. Long-term pension activity is not reported in governmental funds.		
Pension revenue		12,406
Pension expense		(805)
Changes in net position - governmental activities	$	21,899

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of Lakeville Arenas ("the Organization") conform to generally accepted accounting principles applicable to governmental units as promulgated by the American Institute of Certified Public Accountants ("AICPA") and the Governmental Accounting Standards Board ("GASB"). The following is a summary of the significant accounting policies.

A. REPORTING ENTITY

Lakeville Arenas was created under a joint powers agreement between the City of Lakeville ("City") and Independent School District No. 194 ("ISD 194"), pursuant to Minnesota Statutes §471.59 for the purpose of managing and operating Ames and Hasse Arenas. Lakeville Arenas commenced operations on April 1, 2005. Entities established by joint powers agreements are considered governmental units and as such are exempt from federal and state income taxes.

The Board consists of five regular members, two each from the City and ISD 194 and one member from the community at large appointed by the other four regular members.

Lakeville Arenas has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the Organization are such that exclusion would cause the Organization's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on, the primary government. Lakeville Arenas has no component units.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The goal of government-wide financial statements is to present a broad overview of the Organization's finances. The basic statements that form the government-wide financial statements are the statement of net position and the statement of activities. The two statements report information on all the non-fiduciary activities of the Organization. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities reports gross direct expenses by function reduced by program revenues. This results in a measurement of net revenue or expense for each of the Organization's activities. Direct expenses are those that are clearly identifiable with a specific function. Program revenues are directly associated with the function and include 1) charges for services and 2) operating or capital grants and contributions that are restricted to a particular function. Other items not properly included among program revenues are reported instead as general revenues.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Major individual governmental funds are reported as separate columns in the fund financial statements.

Lakeville Arenas reports two separate funds. Both funds are considered major governmental funds.

- General fund - The General fund is the general operating fund of the Lakeville Arenas. It is used to account for all financial resources except those required to be accounted for in another fund.

- Capital Maintenance Reserve fund - The Capital Maintenance Reserve fund is used to account for future capital acquisitions and other capital improvements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Ice rental income is recognized as revenue when earned.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Organization considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred as under accrual accounting. Debt service expenditures are recorded only when payment is due.

Amounts reported as program revenues include the following: amounts received from those who purchase, use or directly benefit from a program; amounts received from parties outside Lakeville Arenas that are restricted to one or more specific programs; and earnings on investments that are legally restricted for a specific program. Revenues that do not meet the previous criteria are reported as general revenues.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the Organization receives value without directly giving equal value in return, includes grants, entitlement and donations. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the Organization must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the Organization on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are also recorded as unearned revenue.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. BUDGETS AND BUDGETARY ACCOUNTING

The Lakeville Arenas Board has full authority over the financial affairs of the Organization. The Board adopts an annual budget for the Organization. During the budget year, supplemental appropriations and deletions may be authorized by the Organization. The amounts shown in the financial statements as 'Budget' represent the original and final budgeted amounts. The Organization prepares its budget on a basis consistent with accounting principles generally accepted in the United States of America. All budgeting appropriations lapse at year-end.

The legal level of budgetary control is at the fund level for the General fund and the Capital Maintenance Reserve fund.

Any changes in the budget must be approved by a majority vote of the Board. The Board approved amendments to the budget during the year to more closely reflect actual revenues and expenses.

E. DEPOSITS

The Organization's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Cash balances from all funds are combined and invested to the extent available in certificates of deposit, commercial paper, U.S. Government securities, and other securities authorized by the State of Minnesota. Earnings from such investments are allocated to the respective funds on the basis of applicable cash balance participation by each fund.

F. ACCOUNTS RECEIVABLE

Accounts receivable for the Organization's governmental funds are stated at net realizable value. Revenues are recognized at the time the facility is rented regardless of when payment is made. At December 31, 2025, accounts receivable amounted to $265,035.

G. INVENTORY

The inventory in the General fund is stated at the lower of cost or market and consists of inventories held for resale. The cost is recognized as an expenditure at the time the individual inventory items are sold.

H. PREPAID ITEMS

Payments to vendors that reflect costs applicable to future periods are recorded as prepaid items in both the government-wide and fund financial statements.

I. CAPITAL ASSETS

Capital assets which include building improvements and equipment are recorded at historical cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets are valued at their acquisition value on the date received. A capitalization threshold for financial reporting purposes has been established for assets that exceed $2,500.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation has been provided using the straight-line method over the estimated useful lives of the assets. The estimated useful lives are 4 to 10 years for equipment and 3 to 10 years for building improvements.

J. DEFERRED OUTFLOWS OF RESOURCES

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Organization has only one item that qualifies for reporting in this category. Accordingly, the item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

K. COMPENSATED ABSENCES

Compensated absences consist of unused paid time off ("PTO"). PTO is accrued bi-weekly on an hourly basis and the maximum amount of PTO that can be accrued and carried over to the next year by each employee is limited to twice the annual accrual amount as of December 15th. The General fund is typically used to liquidate governmental fund compensated absences.

L. PENSIONS

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The General fund is typically used to liquidate the government net pension liability.

The Arena participates in various pension plans, total pension expense for the year ended December 31, 2025 was $35,491. The components of pension expense are noted in the plan summaries in Note 6.

M. NET OTHER POST EMPLOYMENT BENEFITS (OPEB) OBLIGATION

In accordance with the provisions of GASB Statement No. 75, *Accounting and financial Reporting by Employers for Post-employment Benefits Other Than Pensions*, an actuarial valuation is not required to be computed when an organization has fewer than 100 participating members. The organization has three members participating in the plan. As such, the "Alternative Measurement Method" is used to estimate the actuarial accrued liability and the annual required contributions. As of December 31, 2025, the liability was determined to be zero.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

N. DEFERRED INFLOWS OF RESOURCES

In addition to liabilities, the statement of net position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Organization has only one item that qualifies reporting in this category. Accordingly, the item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

O. FUND BALANCES

In the fund financial statements, governmental funds report fund balance in classifications that disclose constraints for which amounts in those funds can be spent. These classifications are as follows:

Non-spendable – consists of amounts that are not in spendable form, such as prepaid items and inventories.

Restricted – consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed – consists of internally imposed constraints. These constraints are established by Resolution of the Board.

Assigned – consists of internally imposed constraints. These constraints reflect the specific purpose for which it is the Organization's intended use. These constraints are established by the Board. Pursuant to Board Resolution, the Organization's Fiscal Agent is authorized to establish assignments of fund balance.

Unassigned – is the residual classification for the general fund and also reflects negative residual amounts in other funds.

When both restricted and unrestricted (committed, assigned or unassigned) resources are available for use, it is the Organization's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the Organization's policy to use resources in the following order: 1) committed 2) assigned and 3) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

P. NET POSITION

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation reduced by any outstanding debt attributable to acquired capital assets.

b. Restricted net position - Consists of net position restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

c. Unrestricted net position - All other net positions that do not meet the definition of "restricted" or "net investment in capital assets."

Q. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

R. INTERFUND ELIMINATIONS

Interfund eliminations have been made in the governmental type activities of the government-wide statement columns in accordance with generally accepted accounting principles.

NOTE 2 - DEPOSITS AND INVESTMENTS

Cash and investments for the Organization as of December 31, 2025 consisted of the following:

Cash on hand	$ 2,000
Cash at bank	8,273
Money market	414,262
Certificates of deposit	500,799
	$ 925,334

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to the Organization. State statutes require that federal deposit insurance, surety bonds, or collateral protect the Organization's deposits. The fair value of the collateral pledge must equal 110 percent of the deposits not covered by insurance or bonds. As of December 31, 2025, the carrying amount and the bank balance of the Organization's deposits was $8,273.

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Minnesota statutes require that all City deposits be protected by insurance, surety bond or collateral. The fair value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds, with the exception of irrevocable standby letters of credit issued by Federal Home Loan Banks as this type of collateral only requires collateral pledged equal to 100 percent of the deposits not covered by insurance or bonds.

The Organization's investment policy does not place any further limitations beyond the state statute requirements. Minnesota Statutes authorize the Organization to invest in the following:

1) Direct obligations or obligations guaranteed by the United States or its agencies.

2) Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating, rated in one of the two highest rating categories by a statistical rating agency, and have a final maturity of thirteen months or less.

3) General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.

4) Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.

5) General obligations of the Minnesota Housing Finance Agency rated "A" or better.

6) Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.

7) Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies and maturing in 270 days or less.

8) Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

9) Guaranteed investment contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

Investment and dividend income are recognized as revenue when earned.

Concentration risk is the risk associated with investing a significant portion of the Organization's investments (considered five percent or more) in the securities of a single issuer, excluding U.S. guaranteed investments (such as treasuries), investment pools, and mutual funds.

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

As of December 31, 2025, the Organization's investment portfolio includes the following securities of single issuers exceeding five percent:

Minnesota Municipal Money Market	45.27 percent
Henderson State Bank, Henderson NE	5.48 percent
JP Morgan Chase Bank N.A.	5.47 percent

The Organization categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Organization's recurring fair value measurements are listed in detail below and are valued using quoted market prices (Level 1 inputs.)

The Organization has the following recurring fair value measurements as of December 31, 2025:

Types of Investments	Credit Quality/ Ratings	Segmented Time Distribution	12/31/2025	Fair Value Measurement Using Level 1	Level 2	Level 3
Pooled investments at amortized costs						
Broker Money Market Funds	N/A	Under 1 year	$ 414,262	$ -	$ -	$ -
Non-pooled investments at fair value						
Brokered Certificates of Deposit	N/A	Under 1 year	380,763	-	380,763	-
Brokered Certificates of Deposit	N/A	1 to 5 years	120,036	-	120,036	-
Total investments			$ 915,061	$ -	$ 500,799	$ -

- Brokered certificates of deposit of $500,799 are valued using quoted market prices (Level 2 inputs).

NOTE 3 - INTERFUND TRANSFERS

An interfund transfer in the amount of $140,000 was made from the General fund to the Capital Maintenance Reserve fund. This transfer is made annually and finances future capital acquisitions and building improvements.

NOTE 4 - CONTRIBUTIONS

A contribution to the City for $10,188 (Ames parking lot expansion project) and $63,460 (Ames & Hasse energy improvement project) was made during 2025.

NOTE 5 - CAPITAL ASSETS

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets, being depreciated				
Building improvements	$ 1,099,890	$ 26,109	$ -	$ 1,125,999
Equipment	982,891	94,248	-	1,077,139
Total assets being depreciated	2,082,781	120,357	-	2,203,138
Less accumulated depreciation				
Building improvements	(567,492)	(100,738)	-	(668,230)
Equipment	(397,713)	(67,194)	-	(464,907)
Total accumulated depreciation	(965,205)	(167,932)	-	(1,133,137)
Total capital assets, being depreciated, net	$ 1,117,576	$ (47,575)	$ -	$ 1,070,001

Depreciation was charged to the Organization's functions as follows:

Culture and recreation	$ 167,932

NOTE 6 - DEFINED BENEFIT PENSION PLANS – STATEWIDE

A. Plan Description

The Arena participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). These plan provisions are established and administered according to Minnesota Statutes chapters 353, 353D, 353E, 353G, and 356. Minnesota Statues chapter 356 defines each plan's financial reporting requirements. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

General Employees Retirement Plan (GERP)

Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions, and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than $425 in a month, unless the employee meets exclusion criteria.

B. Benefits Provided

PERA provides retirement, disability and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested" they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their social security full retirement age with at least one year of service qualify for a retirement benefit.

NOTE 6 – DEFINED BENEFIT PENSION PLANS - STATEWIDE (continued)

General Employees Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2 percent of the highest average salary for each of the first 10 years of service and 1.7 percent of each additional year. Under the Level formula, General Plan members receive 1.7 percent of highest average salary for all years of service. For members hired prior to July 1, 1989 a full retirement benefit is available when age plus years of service equal 90 and normal retirement age is 65. Members can receive a reduced retirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25 percent for each month under age 65. Members with 30 or more years of service can retire at an age with a reduction of .25 percent for each month the member is younger than age 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989 or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50 percent of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1 percent and a maximum of 1.5 percent. The 2025 annual increase was 1.25 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

C. Contributions

Minnesota statutes chapter 353, 353E, 353G, and 356 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

General Employees Fund Contributions

General Plan members were required to contribute 6.50 percent of their annual covered salary in fiscal year 2025 and the Arena was required to contribute 7.50 percent for Coordinated Plan members. The Arena's contributions to the General Employees Fund for the years ending December 31, 2025 were $47,897. The Arena's contributions were equal to the required contributions for each year as set by state statute.

NOTE 6 – DEFINED BENEFIT PENSION PLANS - STATEWIDE (continued)

D. Pension Costs

General Employees Fund Pension Costs

At December 31, 2025, the Arena reported a liability of $217,587 for its proportionate share of the General Employees Fund's net pension liability. The Arena's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the Arena totaled $5,249.

Arena Proportionate Share of the Net Pension Liability	$	217,587
State of Minnesota's Proportionate Share of the Net Pension Liability associated with the Arena		5,249
Total	$	222,836

The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Arena's proportionate share of the net pension liability was based on the Arena's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025 relative to the total employer contributions received from all of PERA's participating employers. The Arena's proportionate share was 0.0066 percent at the end of the measurement period and 0.0044 percent for the beginning of the period.

For the year ended December 31, 2025, the Arena recognized pension expense of $36,296 for its proportionate share of General Employees Plan's pension expense. In addition, the Arena recognized an additional negative $805 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million to the General Employees Fund.

NOTE 6 – DEFINED BENEFIT PENSION PLANS - STATEWIDE (continued)

At December 31, 2025, the Arena reported deferred outflows of resources and deferred inflows of resources, related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 20,731	$ -
Changes in Actuarial Assumptions	5,243	50,066
Net Difference Between Projected and Actual Investment Earnings	-	86,580
Changes in Proportion	105,215	-
Contributions Paid to PERA Subsequent to the Measurement Date	23,809	-
Total	$ 154,998	$ 136,646

The $23,809 reported as deferred outflows of resources related to pensions resulting from the Arena's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2026	$ 16,159
2027	(7,549)
2028	1,398
2029	(15,465)

E. Long-term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighing the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	33.50%	5.10%
International Equity	16.50%	5.30%
Fixed Income	25.00%	0.75%
Private Markets	25.00%	5.90%
Total	100.00%	

NOTE 6 – DEFINED BENEFIT PENSION PLANS - STATEWIDE (continued)

F. Actuarial Methods and Assumptions

The total pension liability of the cost-sharing defined benefit plan was determined by an actuarial valuation as of June 30, 2025, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investments return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates reasonable by the actuary. An investment return of 7% is within that range.

Inflation is assumed to be 2.25% for the General Employees Plan. Benefit increases after retirement are assumed to be 1.50% for the General Employees Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 11.5% after one year of service to 3% after 27 years of service.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. The tables are adjusted slightly to fit PERA's experience.

Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2022. The assumption changes were adopted by the Board and became effective with the July 1, 2023 actuarial valuation.

The following changes in actuarial assumptions and plan provisions occurred in 2025:

General Employees Fund

Changes in Actuarial Assumptions:

The combined service annuity loading factors increased from 15% to 19% for vested, terminated members and from 3% to 44% for non-vested, terminated members.

The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

Changes in Plan Provisions:

The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75%, beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.

The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

NOTE 6 – DEFINED BENEFIT PENSION PLANS - STATEWIDE (continued)

G. Discount Rate

The discount rate used to measure the total pension liability in 2025 was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees Plans was projected to be available to make all projected future benefit payments of current plan members. The long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Pension Liability Sensitivity

The following presents the Arena's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Arena's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

	1 Percent Decrease (6.0%)	Current (7.0%)	1 Percent Increase (8.0%)
General Employees Fund	$ 528,485	$ 217,587	$ (34,621)

I. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

NOTE 7 - RISK MANAGEMENT

The Organization is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters.

Workers' compensation coverage is provided through a pooled self-insurance program through the League of Minnesota Cities Insurance Trust ("LMCIT"). The Organization pays an annual premium to LMCIT. The Organization is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through Workers' Compensation Reinsurance Association ("WCRA") as required by law. For workers' compensation, the Organization is not subject to a deductible. The Organization's workers' compensation coverage is retrospectively rated. With this type of coverage, final premiums are determined after loss experience is known. The amount of premium adjustment, if any, is considered immaterial and not recorded until received or paid.

NOTE 7 – RISK MANAGEMENT (continued)

Property and casualty insurance coverage is provided through a pooled self-insurance program through the LMCIT. The Organization pays an annual premium to the LMCIT. The Organization is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through commercial companies for claims in excess various amounts.

Liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. Liabilities, if any, include an amount for claims that have been incurred but not reported. The Organization's management is not aware of any incurred but not reported claims. The Organization continues to carry commercial insurance for all other risks of loss, including employee health and disability insurance.

There were no significant reductions in insurance from the previous year or settlements in excess of insurance coverage for any of the past three fiscal years.

NOTE 8 - OUTSTANDING COMMITMENTS

The Organization has agreed to help pay a portion of the interest cost on the debt for the parking lot improvements at the Ames facility. This commitment is not a binding agreement and therefore is not considered a long-term liability for the Organization.

The City of Lakeville approved a guaranteed energy savings agreement with APEX on April 6, 2020 and approved the notice to proceed provision for the construction portion on August 17, 2020. In August 2020, the City and Independent School District #194 (ISD#194) approved a joint powers agreement (JPA) which provided that the debt and debt-related costs would be paid 50/50 by the City and ISD#194. The City issued $7,770,000 of General Obligation Tax Abatement Bonds, Series 2021A on February 16, 2021, to finance the energy saving improvements. The agreement with APEX included a guaranteed utility savings of $63,460 each year for the term of the agreement. The payment for the savings from 2025 will be made in 2026.

NOTE 9 - LONG TERM DEBT

The accrued liability for compensated absences is recorded as a liability in the Governmental Fund. Unused personal time off is recorded as a liability in these financial statements. The General fund has typically been used to liquidate the compensated absences payable obligation.

During the year ended December 31, 2025 the following changes occurred in non-current liabilities:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Accrued compensated absences	$ 68,549	$ 54,239	$ (16,711)	$ 106,077	$ 18,049

NOTE 9 - LONG TERM DEBT (continued)

The Arena's has entered into financed purchase agreements for the acquisition of a Kubota Skid Steer and John Deere lawn mower with a total purchase price of $87,881 and $60,126, respectively. The agreements are financed through Lease Servicing Center, Inc. dba NCL Government Capital and requires payments of $19,935 and $13,859, respectively, per year with a five-year term.

The Arena's obligations under this agreement are reflected below:

	Maturity Date	Balance 12/31/2024	Additions	Payments	Balance 12/31/2025	Current Portion	LT Portion
Finance Purchase Agreement	12/31/2028	68,447	-	(15,554)	52,893	16,549	36,344
Finance Purchase Agreement	3/31/2029	-	60,126	(12,553)	47,573	10,809	36,764

III. REQUIRED SUPPLEMENTARY INFORMATION

LAKEVILLE ARENAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2025
(WITH 2024 ACTUAL AMOUNTS FOR COMPARISON PURPOSES)

	2025				
	Budget As Originally Adopted	Final Budget	Actual	Variance with Final Budget	2024 Actual
Revenues					
Charges for services					
Ice rental	$ 1,425,774	$ 1,539,612	$ 1,527,398	$ (12,214)	$ 1,322,289
Dry-floor rental	-	2,405	3,045	640	-
Lease/Rental		10,000	10,000	-	-
Learn to skate	121,913	130,985	138,410	7,425	117,475
Admissions-public skating	64,575	49,370	45,169	(4,201)	63,479
Arena Programming	80,068	65,689	67,844	2,155	41,853
Event admissions (net)	48,825	39,591	39,158	(433)	49,575
Concession/Proshop sales (net)	168,930	170,600	164,377	(6,223)	162,663
Skate sharpening	6,123	17,369	18,145	776	14,650
Skate rental	3,698	8,473	6,502	(1,971)	7,725
Vending machines	3,396	1,477	1,441	(36)	3,190
Advertising contracts	49,800	80,293	71,781	(8,512)	50,664
Total charges for services	1,973,102	2,115,864	2,093,270	(22,594)	1,833,563
Other income					
Investment income	19,752	16,818	18,311	1,493	19,959
Increase in fair market value adjustment	11,063	6,396	1,454	(4,942)	7,492
Miscellaneous	3,810	12,082	6,343	(5,739)	8,807
Total revenues	2,007,727	2,151,160	2,119,378	(31,782)	1,869,821
Expenditures					
Culture and recreation					
Personnel services					
Salaries full-time	492,911	533,493	486,414	47,079	317,060
Salaries part-time	204,933	281,673	300,244	(18,571)	320,558
PERA	51,844	57,755	48,031	9,724	37,325
FICA	52,881	61,473	59,901	1,572	48,814
Hospitalization	75,600	30,649	36,022	(5,373)	12,453
Life and disability	1,680	2,131	1,259	872	735
FSA Plan	420	475	129	346	63
Dental insurance	1,260	1,795	2,005	(210)	835
Workers compensation	22,060	23,586	18,472	5,114	18,345
Unemployment compensation	-	1,000	982	18	562
Salaries Contingency	10,178	-	-	-	-
Total personnel services	913,767	994,030	953,459	40,571	756,750

(continued)

LAKEVILLE ARENAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2025
(WITH 2024 ACTUAL AMOUNTS FOR COMPARISON PURPOSES)

	2025				
	Budget As Originally Adopted	Final Budget	Actual	Variance with Final Budget	2024 Actual
Commodities					
Office supplies	-	-	-	-	-
Office/Operating supplies	58,716	53,535	30,131	23,404	80,972
Motor fuels	1,165	5,987	6,030	(43)	2,830
Cleaning supplies	10,210	12,815	19,836	(7,021)	12,651
Clothing	3,675	5,051	430	4,621	1,470
Chemicals	12,275	18,863	19,192	(329)	11,992
Equipment parts/building supplies	70,089	81,246	63,764	17,482	54,124
Small tools/equipment	11,688	9,674	3,178	6,496	11,195
Computer Supplies	5,640	2,713	463	2,250	5,460
Total commodities	173,458	189,884	143,024	46,860	180,694
Other charges and services					
Fiscal management fees	42,949	47,364	41,364	6,000	46,380
Bank charges/credit card fees	23,649	26,414	29,991	(3,577)	25,056
Professional services	8,400	7,500	10,000	(2,500)	8,000
Use of personal auto	-	1,600	-	1,600	-
Advertising	369	1,005	1,839	(834)	416
Insurance	49,615	43,936	43,936	-	47,247
Water and sewer service	32,303	32,054	26,156	5,898	31,572
Waste disposal	8,076	9,272	10,654	(1,382)	7,962
Telephone	3,816	4,940	4,118	822	4,138
Other contractual	19,942	16,917	19,186	(2,269)	53,596
Equipment repair and maintenance	15,105	17,899	27,024	(9,125)	17,048
Building repair and maintenance	64,682	63,444	87,770	(24,326)	96,632
Contract cleaning	-	-	-	-	750
Snow removal	27,344	-	-	-	7,058
Total other charges and services	296,250	272,345	302,038	(29,693)	345,855
Utilities					
Electric service	215,036	255,267	309,730	(54,463)	179,764
Gas service	101,102	65,465	78,125	(12,660)	60,230
Total utilities	316,138	320,732	387,855	(67,123)	239,994
Debt service expense					
Finance purchase agreement payment/interest	-	-	33,793	33,793	19,935
Other expense					
Contract data processing	-	-	18,266	18,266	-
Schools and conferences	4,708	7,934	4,088	(3,846)	4,829
Business Meetings/Misc. Expenses	7,408	166	553	387	6,897
Licenses & Taxes	-	204	-	(204)	-
Dues/subscriptions/licenses	16,710	16,012	14,250	(1,762)	15,072
Total other expense	28,826	24,316	37,157	12,841	26,798

(continued)

LAKEVILLE ARENAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2025
(WITH 2024 ACTUAL AMOUNTS FOR COMPARISON PURPOSES)

	2025				
	Budget As Originally Adopted	Final Budget	Actual	Variance with Final Budget	2024 Actual
Capital outlay	50,000	184,918	71,655	113,263	107,716
Total expenditures	1,778,439	1,986,225	1,928,981	150,512	1,677,742
Excess of revenues over expenditures	229,288	164,935	190,397	25,462	192,079
Other financing uses					
Contribution to City of Lakeville	(75,710)	(75,022)	(73,648)	1,374	(75,023)
Financing purchase agreement proceeds	-	60,126	60,126	-	87,882
Transfers to other funds	(140,000)	(140,000)	(140,000)	-	(140,000)
Total other financing uses	(215,710)	(154,896)	(153,522)	1,374	(127,141)
Net change in fund balances	$ 13,578	$ 10,039	$ 36,875	$ 26,836	$ 64,938
Fund balances, beginning of year			611,963		547,025
Fund balances, end of year			$ 648,838		$ 611,963

LAKEVILLE ARENAS
SCHEDULE OF EMPLOYER'S SHARE OF PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
NET PENSION LIABILITY – GENERAL EMPLOYEES RETIREMENT PLAN
FOR THE YEAR ENDED DECEMBER 31, 2025

Fiscal Year Ending	Organization's Proportion of the Net Pension Liability	Organization's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the Organization (b)	Total (a+b)	Organization's Covered Payroll (c)	Organization's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll (a/c)	Plan Fiduciary Net Pension as a Percentage of the Total Pension Liability
June 30, 2025	0.0066%	$ 217,587	$ 5,249	$ 222,836	$ 594,662	36.6%	90.8%
June 30, 2024	0.0044%	163,153	4,219	167,372	373,512	43.7%	89.1%
June 30, 2023	0.0043%	240,451	6,601	247,052	332,731	72.3%	83.1%
June 30, 2022	0.0038%	300,961	8,798	309,759	277,653	108.4%	76.7%
June 30, 2021	0.0025%	106,761	530	107,291	187,027	57.1%	87.0%
June 30, 2020	0.0033%	197,850	1,062	198,912	204,722	96.6%	79.1%
June 30, 2019	0.0029%	160,335	-	160,335	202,074	79.3%	80.2%
June 30, 2018	0.0035%	194,166	-	194,166	234,522	82.8%	79.5%
June 30, 2017	0.0041%	261,741	-	261,741	260,154	100.6%	75.9%
June 30, 2016	0.0034%	276,063	-	276,063	210,405	131.2%	68.9%

LAKEVILLE ARENAS
SCHEDULE OF EMPLOYER'S PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
CONTRIBUTIONS – GENERAL EMPLOYEES RETIREMENT PLAN
FOR THE YEAR ENDED DECEMBER 31, 2025

Fiscal Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Covered Payroll (d)	Contributions as a Percentage of Covered Payroll (b/d)
December 31, 2025	$ 47,897	$ 47,897	$ -	$ 638,623	7.50%
December 31, 2024	36,338	36,338	-	484,507	7.50%
December 31, 2023	24,501	24,501	-	326,682	7.50%
December 31, 2022	22,885	22,885	-	305,129	7.50%
December 31, 2021	17,491	17,491	-	233,213	7.50%
December 31, 2020	14,802	14,802	-	197,360	7.50%
December 31, 2019	15,193	15,193	-	202,572	7.50%
December 31, 2018	16,578	16,578	-	221,038	7.50%
December 31, 2017	17,940	17,940	-	239,200	7.50%
December 31, 2016	18,322	18,322	-	244,294	7.50%

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION

BUDGETS AND BUDGETARY ACCOUNTING

The Lakeville Arenas Board has full authority over the financial affairs of the Organization. The Board adopts an annual budget for the Organization. During the budget year, supplemental appropriations and deletions may be authorized by the Organization. The amounts shown in the financial statements as 'Budget' represent the original and final budgeted amounts. The Organization prepares its budget on a basis consistent with accounting principles generally accepted in the United States of America. All budgeting appropriations lapse at year-end.

The legal level of budgetary control is at the fund level for the General fund and the Capital Maintenance Reserve fund.

Any changes in the budget must be approved by a majority vote of the Board.

CHANGES IN ACTUARIAL ASSUMPTIONS

2025 – The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for nonvested, terminated members. The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

2024 - The following changes in assumptions are effective with the July 1, 2024 valuation, as recommended in the most recent experience study (dated June 29, 2023): Rates of merit and seniority were adjusted, resulting in slightly higher rates. Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members. Minor increase in assumed withdrawals for males and females. Lower rates of disability. Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study. Minor changes to form of payment assumptions for male and female retirees. Minor changes to assumptions made with respect to missing participant data.

2023 - The investment return assumption and single discount rate were changed from 6.5 percent to 7.0 percent.

2022 - The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

2021 – The investment return and single discount rate were changed from 7.50 percent to 6.50 percent, for financial reporting purposes. The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

2020 - The price inflation assumption was decreased from 2.50 percent to 2.25 percent. The payroll growth assumption was decreased from 3.25 percent to 3.00 percent. Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25 percent less than previous rates. Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements. Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter. Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females. The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments. The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019. The assumed spouse age difference was changed from two years older for females to one year older. The assumed number of married male new retirees electing the 100 percent Joint & Survivor option changed from 35 percent to 45 percent. The assumed number of married female new retirees electing the 100 percent Joint & Survivor option changed from 15 percent

CHANGES IN ACTUARIAL ASSUMPTIONS (continued)

to 30 percent. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

2019 - The mortality projection scale was changed from MP-2017 to MP-2018.

2018 - The mortality projection scale was changed from MP-2015 to MP-2017. The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

2017 - The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability. The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

2016 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2035 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 7.5 percent. Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

CHANGES IN PLAN PROVISIONS

2025 – The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75%, beginning January 1, 2026. If the funded ratio (on a market value assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%. The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

2024 - The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

2023 - An additional one-time direct state aid contribution of $170.1 million will be contributed to the Plan on October 1, 2023. The vesting period of those hired after June 30, 2010, was changed from five years of allowable service to three years of allowable service. The benefit increase delay for early retirements on or after January 1, 2024 was eliminated. A one-time non-compounding benefit increase of 2.5 percent minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022 – There were no changes in plan provisions since the previous valuation.

2021 – There were no changes in plan provisions since the previous valuation.

2020 - Augmentation for current privatized members was reduced to 2.0 percent for the period July 1, 2020 through December 31, 2023 and 0.0 percent after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019 - The employer supplemental contribution was changed prospectively, decreasing from $31.0 million to $21.0

CHANGES IN PLAN PROVISIONS (continued)

million per year. The state's special funding contribution was changed prospectively, requiring $16.0 million due per year through 2031.

2018 - The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024. Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018. Deferred augmentation was changed to 0.00 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply. Contribution stabilizer provisions were repealed. Postretirement benefit increases were changed from 1.00 percent per year with a provision to increase to 2.50 percent upon attainment of 90.00 percent funding ratio to 50.00 percent of the Social Security Cost of Living Adjustment, not less than 1.00 percent and not more than 1.50 percent, beginning January 1, 2019. For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors. Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 - The State's contribution for the Minneapolis Employees Retirement Fund equals $16,000,000 in 2017 and 2018, and $6,000,000 thereafter. The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from $21,000,000 to $31,000,000 in calendar years 2019 to 2031. The state's contribution changed from $16,000,000 to $6,000,000 in calendar years 2019 to 2031.

2016 – There were no changes in plan provisions since the previous valuation.

IV. OTHER REPORT

INDEPENDENT AUDITOR'S REPORT
ON MINNESOTA LEGAL COMPLIANCE

Board of Directors
Lakeville Arenas
Lakeville, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the governmental activities and each major fund of the Lakeville Arenas (the Organization), as of and for the year ended December 31, 2025, and the related notes to the financial statements which collectively comprise the Organization's basic financial statements, and have issued our report thereon dated April 24, 2026.

In connection with our audit, nothing came to our attention that caused us to believe that the Organization failed to comply with the provisions of the contracting and bidding, deposits and investments, conflicts of interest, claims and disbursements, and miscellaneous provisions sections of the *Minnesota Legal Compliance Audit Guide for Other Political Subdivisions*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Organization's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use those charged with governance and management of the Organization and the State Auditor and is not intended to be and should not be used by anyone other than these specified parties.

Abdo
Minneapolis, Minnesota
April 24, 2026

LAKEVILLE ARENAS

PROPOSED

2026 Budget Amendment
2027 Budget
2026–2027 Fee Schedule







Serving our Community · Lakeville, Minnesota

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LAKEVILLE ARENAS

2026 Budget Amendment — Executive Summary

Proposed June 2, 2026 · Fund 8970

FINANCIAL SUMMARY

	Adopted Budget	Amended Budget	$ Change	% Change
Revenue	$2,474,773	$2,611,496	+$136,723	+5.5%
Cost of Goods	$122,524	$130,887	+$8,363	+6.8%
Operating Expenses	$2,345,581	$2,477,447	+$131,865	+5.6%
Net Earnings	$6,668	$3,163	($3,505)	

KEY DRIVERS OF CHANGE

Category	Driver	Impact
Revenue	Arena Programming — Mite Camp registrations above plan	+$167,000
Utilities	Electric +$82.7K, Natural Gas +$20.8K (rate/usage pressure)	+$101,965
Personnel	Salary and benefit true-ups across full-time and part-time staff	+$71,459
Other Misc.	Insurance, banking and miscellaneous operating costs	+$26,299
Contracts	Service and maintenance agreements	+$23,056
Prof. Services	Professional and technical services	+$13,715
Supplies	Reduced supply spend across operating areas	−$31,068
Capital	Capital projects deferred or rescoped — cushions operating overage	−$73,560

BOTTOM LINE

Revenue grew $136.7K (+5.5%), driven almost entirely by Arena Programming. Expenses rose $131.9K (+5.6%), led by Utilities ($102K) and Personnel ($71K), partially offset by deferred Capital (−$74K) and lower Supplies (−$31K).

Arena Operations remain profitable. Net Earnings of $3,163 — a $3,505 reduction from the adopted budget cushion of $6,668.

Utilities and Personnel are the lines to monitor as we head into the 2027 proposed budget.

LAKEVILLE ARENAS

2026 Budget Amendment

Statement of Revenue & Expenses · Fund 8970 · June 2, 2026

REVENUE

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Convenience Fee (Credit Cards)	$4,071	$4,032	($322)	$3,711
Change reflects actual year-to-date effects relative to the original budget.				
Interest on Investments	$18,311	$13,410	+$3,033	$16,444
Change reflects actual year-to-date effects relative to the original budget.				
Net Change in FV of Investments	$1,454	$5,123	($1,859)	$3,264
Change reflects actual year-to-date effects relative to the original budget.				
Other Revenue	$2,272	$5,611	+$11,170	$16,781
Estimated change based on current-year actuals, including the insurance claim received for the stolen sweeper.				
Ice Rental — LHA	$646,633	$720,968	+$8,706	$729,673
Jan–Mar revenue was up $16K year-over-year but $18K below budget due to lower Pavilion ice purchases. Sept–Dec projected up 3.5% from rate increase, plus 14% from four new LHA teams, and added Pavilion purchases.				
Ice Rental — ISD 194	$232,237	$236,195	+$8,726	$244,921
Change reflects actual year-to-date effects relative to the original budget.				
Ice Rental — Other	$648,528	$724,046	($52,985)	$671,062
Adjusted for actual booked ice. Lost some ice from coaching changes and groups that failed financially; replaced with in-house programming. Does not include miscellaneous rentals or Tuesday nights Heritage relinquished.				
Lakeville Skating Academy (LTS)	$138,410	$137,533	($2,721)	$134,812
Estimated change based on current-year actuals, slightly down from a record prior-year period.				
Public Admissions	$45,169	$49,370	+$10,366	$59,736
Estimate derived from 30% increase on year-to-date actuals, supported by additional public ice and new Open Skate Light Shows and themed skates.				
HS Game Admissions	$39,158	$39,591	($3,161)	$36,430
Estimate based on prior-year HS admissions, which have declined again.				
Arena Advertising Sales	$71,781	$88,323	($8,413)	$79,910
Temporary downturn due to program expansion and coordinator unavailability. New Administrative Manager appointment expected to refocus sales efforts.				
Arena Concession Sales	$280,237	$296,835	+$12,313	$309,147
YTD actuals incorporated. Initial ~8% reduction attributed to cashless transition. Comprehensive welcome-center overhaul planned under new Administration Manager, with full-time Welcome Center Managers replacing part-time supervisors. Significant growth anticipated post-makeover.				
Pro Shop Sales	$7,609	$7,580	+$3,867	$11,447
Pro Shop is expected to grow with welcome-center attention and the addition of clothing options.				
Skate Sharpening	$18,145	$18,237	+$914	$19,151
Change reflects actual year-to-date effects relative to the original budget.				
Arena Programming	$67,844	$82,111	+$167,367	$249,479
YTD Mite Camp revenue is $130K+ above the prior year. New ice club memberships and programs are expected to generate at least $45K in additional programming revenue this year.				
Skate Rental	$6,502	$9,320	($111)	$9,209

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Change reflects actual year-to-date effects relative to the original budget.				
Arena Dry Floor Activities	$3,045	$24,047	($20,466)	$3,581
Projected decline attributable to Pavilion Rink summer amenities not being finalized for this season.				
Lease/Rental Revenue	$70,126	$10,000	+$300	$10,300
Change reflects actual year-to-date effects relative to the original budget.				
TOTAL REVENUE	**$2,302,974**	**$2,474,773**	**+$136,723**	**$2,611,496**

COST OF GOODS

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Pro Shop Cost of Goods	($6,427)	($3,790)	($4,399)	($8,189)
Change reflects actual year-to-date effects relative to the original budget.				
Concessions Cost of Goods	($117,042)	($118,734)	($3,963)	($122,697)
Cost of goods adjusted to actual YTD results, with forecasted sales using prior-year actual margin percentages.				
TOTAL COST OF GOODS	**($123,468)**	**($122,524)**	**($8,363)**	**($130,887)**
NET REVENUE	**$2,179,506**	**$2,352,249**	**+$128,360**	**$2,480,610**

PERSONNEL EXPENDITURES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Salaries — Permanent Regular	$475,110	$699,607	+$8,409	$708,016
The goal is to have all 11 FTE positions filled by the end of summer to reduce staff stress and enable focus on new revenue growth. 2 of the 11 will not be filled until later this year, provided new programming growth is realized.				
Salaries — Permanent Overtime	$11,304	$27,021	($9,899)	$17,122
Estimated decrease attributable to additional FTEs and improved hiring stability.				
Salaries — Part-Time Regular	$200,700	$202,637	($33,263)	$169,375
Part-time, regular, and temporary labor should be assessed together. Decrease reflects the addition of full-time staff and the reclassification of some operations staff to programming labor.				
Salaries — Part-Time Overtime	$450	$4,964	($1,907)	$3,057
Adjusted and reduced slightly to account for added staff.				
Salaries — Temporary	$99,094	$45,559	+$87,970	$133,529
Temporary salaries increased to meet programming growth and expansion needs. The high estimate will be adjusted as actual registrations are confirmed.				
TOTAL SALARY EXPENSE	**$786,657**	**$979,788**	**+$51,311**	**$1,031,100**
PERA — Regular	$48,031	$73,484	($12,424)	$61,060
Decrease reflects original over-budgeting of PERA-eligible PT staff, corrected to prior-year actuals.				
FICA/Medicare	$59,901	$73,484	+$1,656	$75,140
Change reflects actual year-to-date effects relative to the original budget.				
Paid Family Medical Leave Tax	$0	$0	+$4,426	$4,426
Added to estimate — was not originally budgeted.				
Medical Insurance	$36,022	$54,000	+$25,582	$79,582
Estimate increased for new FTE positions.				
Life and Disability Insurance	$381	$563	($24)	$539
Change reflects actual year-to-date effects relative to the original budget.				

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Long-Term Disability	$878	$1,610	($93)	$1,517
Change reflects actual year-to-date effects relative to the original budget.				
Dental Insurance	$2,005	$1,831	+$3,106	$4,937
Estimate increased for new FTE positions.				
Workers Compensation Insurance	$18,472	$24,058	($1,239)	$22,819
Estimate based on the current year.				
Unemployment Compensation	$982	$1,020	($829)	$191
Change reflects actual year-to-date effects relative to the original budget.				
FSA Plan	$129	$485	($36)	$449
Change reflects actual year-to-date effects relative to the original budget.				
TOTAL PERSONNEL OTHER EXPENSE	**$166,802**	**$230,535**	**+$20,148**	**$250,683**
TOTAL PERSONNEL EXPENSE	**$953,460**	**$1,210,324**	**+$71,459**	**$1,281,782**
Total increase driven by new FTEs and associated benefits, primarily programming staff supporting revenue growth. Staffing adjusted as actual registration results are observed.				

SUPPLY EXPENSES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Operating Supplies	$30,131	$47,406	($12,612)	$34,794
Optional end-of-year supplies are excluded to offset increased utility costs from reduced solar credits, Pavilion energy consumption, and energy market conditions.				
Motor Fuels	$6,030	$6,106	+$485	$6,591
Change reflects actual year-to-date effects relative to the original budget.				
Building Maintenance Supplies	$19,836	$13,072	+$2,156	$15,228
Change reflects actual year-to-date effects relative to the original budget.				
Clothing	$430	$5,152	+$256	$5,408
Change reflects actual year-to-date effects relative to the original budget.				
Chemicals	$19,192	$19,240	+$2,068	$21,308
Change reflects actual year-to-date effects relative to the original budget.				
Equipment Parts	$9,417	$5,175	+$2,514	$7,689
Change reflects actual year-to-date effects relative to the original budget.				
Building Maintenance (Facility)	$50,243	$54,221	($14,330)	$39,891
Optional end-of-year supplies are excluded to offset increased utility expenses.				
Landscaping Materials	$0	$0	+$2,550	$2,550
Added to estimate.				
Signs and Striping Supplies	$4,104	$11,746	($8,946)	$2,800
Estimate adjusted based on prior-year results.				
Small Tools & Equipment	$3,178	$9,867	($5,282)	$4,585
Estimate adjusted based on prior-year results.				
Computer Supplies	$463	$2,767	+$2,623	$5,390
Adjusted for actual YTD additions.				
TOTAL SUPPLY EXPENSES	**$143,023**	**$177,302**	**($31,068)**	**$146,234**

PROFESSIONAL SERVICES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Fiscal Consultant Fees	$41,364	$48,311	($6,072)	$42,240
Annual software expenses originally recorded here are now reclassified under Software Subscriptions.				
Bank Charges	$1,316	$1,309	+$249	$1,558
Change reflects actual year-to-date effects relative to the original budget.				
Audit	$10,000	$7,650	+$2,850	$10,500
Audit adjusted to actuals.				
Use of Personal Auto	$0	$0	+$1,632	$1,632
Added to estimate.				
Advertising	$1,839	$1,026	+$164	$1,189
Change reflects actual year-to-date effects relative to the original budget.				
General Liability Insurance	$43,936	$44,815	+$16,524	$61,339
Estimated increase based on actual year-to-date premiums.				
TOTAL PROFESSIONAL SERVICES	**$98,455**	**$104,742**	**+$13,715**	**$118,458**

UTILITIES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Electric Service	$309,730	$260,372	+$82,695	$343,067
Increased electric expense from reduced solar credits, Pavilion Rink energy consumption, and prevailing energy market conditions.				
Gas Service	$78,125	$66,775	+$20,839	$87,614
Increased gas expense based on actual prior use and prevailing energy market conditions.				
Water	$26,156	$32,695	($2,795)	$29,900
Adjusted based on YTD actuals.				
Waste Disposal	$10,654	$9,457	+$312	$9,769
Change reflects actual year-to-date effects relative to the original budget.				
Telephone	$4,118	$7,039	+$913	$7,952
Change reflects actual year-to-date effects relative to the original budget.				
TOTAL UTILITIES	**$428,784**	**$376,338**	**+$101,965**	**$478,303**

CONTRACTUAL EXPENSES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Other Contractual	$18,541	$17,252	($3,223)	$14,029
Change reflects actual year-to-date effects relative to the original budget.				
Contract Equipment Repair	$27,024	$18,257	+$31,122	$49,379
Increased for Rink 1 Zamboni annual maintenance, Rink 3 Zamboni battery replacement, and $10K plow truck.				
Contract Building Repair	$87,770	$64,713	($4,843)	$59,870
Optional end-of-year building improvements were removed to help offset increased utility expenses.				
TOTAL CONTRACT EXPENSES	**$133,979**	**$100,222**	**+$23,056**	**$123,278**

OTHER MISCELLANEOUS EXPENSES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Software Subscriptions	$0	$0	+$18,267	$18,267
Moved City Annual Software charges for BS&A and UKG from Fiscal Consultant fees; increased to reflect last year's actuals.				
Major Maintenance	$73,648	$76,523	($3,563)	$72,960
Change reflects actual year-to-date effects relative to the original budget.				
Miscellaneous	$553	$170	$0	$170
Change reflects actual year-to-date effects relative to the original budget.				
Schools and Conferences	$4,088	$8,093	($6,468)	$1,625
Reduced to help offset utility increases.				
Dues and Subscriptions	$12,054	$16,333	+$4,074	$20,407
Increased to accommodate certain AI subscriptions.				
Licenses and Taxes	$2,196	$208	+$1,763	$1,971
Adjusted to current YTD figures and prior-year results.				
Credit Card Fees	$28,675	$25,634	+$12,225	$37,859
Increased based on actual YTD trends and expected growth from cashless operations.				
TOTAL OTHER MISC. EXPENSES	**$139,480**	**$126,961**	**+$26,299**	**$153,259**

CAPITAL EXPENSES

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
Cap Outlay — Buildings	$0	$20,000	($17,560)	$2,440
Adjusted to offset utility spikes — relying on capital funds only for Pavilion this year.				
Cap Outlay — Other Improvements	$11,529	$50,000	($50,000)	$0
Adjusted to offset utility spikes — relying on capital funds only for Pavilion this year.				
Capital Outlay — Computers	$0	$6,000	($6,000)	$0
Adjusted to offset utility spikes — relying on capital funds only for Pavilion this year.				
Capital Lease Payments	$28,106	$33,693	($1,306)	$32,387
Interest	$5,687	$1,306	$0	$1,306
To Escrow Funds	$140,000	$140,000	$0	$140,000
TOTAL CAPITAL EXPENSES	**$245,449**	**$249,693**	**($73,560)**	**$176,133**

REVENUE / EXPENSE SUMMARY

Line Item	2025 Actual	2026 Adopted	2026 Change	2026 Amended
TOTAL REVENUES	**$2,302,974**	**$2,474,773**	**+$136,723**	**$2,611,496**
TOTAL COST OF GOODS	**($123,468)**	**($122,524)**	**($8,363)**	**($130,887)**
TOTAL EXPENDITURES	**$2,142,631**	**$2,345,581**	**+$131,865**	**$2,477,447**
NET EARNINGS / (LOSSES)	**$36,875**	**$6,668**	**($3,505)**	**$3,163**

LAKEVILLE ARENAS

2027 Proposed Budget — Executive Summary

Preliminary, Proposed June 2, 2026 · Fund 8970

FINANCIAL SUMMARY

	2026 Amended	2027 Proposed	$ Change	% Change
Revenue	$2,611,496	$3,035,648	+$424,152	+16.2%
Cost of Goods	$130,887	$163,251	+$32,364	+24.7%
Operating Expenses	$2,477,447	$2,864,505	+$387,058	+15.6%
Net Earnings	$3,163	$7,892	+$4,729	

KEY DRIVERS — 2027 VS. 2026 AMENDED

Category	2026 Amended	2027 Proposed	$ Change	% Change
Personnel (salary + benefits)	$1,281,782	$1,587,810	+$306,028	+23.9%
Utilities	$478,303	$523,752	+$45,449	+9.5%
Cost of Goods	$130,887	$163,251	+$32,364	+24.7%
Supplies	$146,234	$174,243	+$28,009	+19.2%
Other Misc. Expenses	$153,259	$161,060	+$7,801	+5.1%
Professional Services	$118,458	$124,381	+$5,923	+5.0%
Contract Expenses	$123,278	$119,566	($3,712)	−3.0%
Capital Expenses	$176,133	$173,693	($2,440)	−1.4%

HIGHLIGHTS

Revenue grows $424K (+16.2%), continuing the multi-year trend of programmatic and welcome-center expansion, consistent with the annual average growth of the past four years.

Net Earnings improve from $3,163 to $7,892 (+$4,729), maintaining the fund's net-zero-or-positive target.

Personnel represents the largest increase in expenditure at $306,000. The salary component alone adds $248,000, primarily attributable to wage adjustments and staffing requirements to sustain growth. Staffing levels will be revised in line with actual programming growth.

Utilities increase by $45K (+9.5%) due to ongoing rate pressure and full-year occupancy of the expanded space. Cost of Goods is up $32K (+24.7%), and Supplies are up $28K (+19.2%), both tracking the revenue mix in concessions and programs. Contract expenses and Capital are the only categories down year over year.

MANAGEMENT NOTE

As in previous years, the budget remains difficult to forecast accurately due to sustained rapid growth and expansion, as well as unforeseen factors in long-term planning. Management will once again retain the flexibility to adjust to fluctuations in projected growth and revise the 2027 budget accordingly, ensuring net-zero or positive earnings by year-end.

LAKEVILLE ARENAS

2027 Proposed Budget

Statement of Revenue & Expenses · Fund 8970 · June 2, 2026

REVENUE

Line Item	2025 Actual	2026 Amended	2027 Proposed
Convenience Fee (Credit Cards)	$4,071	$3,711	$3,711
The 2026 amended budget was used as the basis for the 2027 projection.			
Insurance Refunds/Rebates	$0	$0	$2,439
The 2026 amended budget was used as the basis for the 2027 projection.			
Interest on Investments	$18,311	$16,444	$16,444
The 2026 amended budget was used as the basis for the 2027 projection.			
Net Change in FV of Investments	$1,454	$3,264	$3,264
The 2026 amended budget was used as the basis for the 2027 projection.			
Other Revenue	$2,272	$16,781	$16,781
The 2026 amended budget was used as the basis for the 2027 projection.			
Ice Rental — LHA	$646,633	$729,673	$793,178
Adjusted to include 3.5% ice rental rate increase and year-round additional ice for 4 teams added in the 2026–2027 season. Further additions are anticipated in 2027–2028 and will be addressed in the next budget cycle.			
Ice Rental — ISD 194	$232,237	$244,921	$281,001
Adjusted for ice rate increase with an expanded schedule of heavy games in January and February 2027.			
Ice Rental — Other	$648,528	$671,062	$704,615
Increased 3.5% for the ice rate and 1.5% for the estimated sales growth.			
Lakeville Skating Academy (LTS)	$138,410	$134,812	$138,183
Increased 3.5% for ice rate adjustment.			
Public Admissions	$45,169	$59,736	$77,656
Increased public open activities and newly introduced light-show-themed skates.			
HS Game Admissions	$39,158	$36,430	$36,430
Arena Advertising Sales	$71,781	$79,910	$95,892
Target elevated; goal established for 2027. Conservative and attainable with the addition of full-time support staff.			
Arena Concession Sales	$280,237	$309,147	$370,977
Conservative target of 20% growth from concession makeovers, added programming, and public activities.			
Pro Shop Sales	$7,609	$11,447	$14,881
Conservative 30% growth target from clothing additions and T-shirt sales for new tournaments.			
Skate Sharpening	$18,145	$19,151	$22,981
20% growth target from increased traffic.			
Arena Programming	$67,844	$249,479	$374,218
Squirt Day Camps add ~$62K in new revenue; additional $62K from new tournaments. Does not anticipate further ice club membership growth.			
Skate Rental	$6,502	$9,209	$11,512
Increased public open activities and newly introduced light-show-themed skates.			
Arena Dry Floor Activities	$3,045	$3,581	$60,877
Pavilion Rink completed; off-season rentals launching.			

Line Item	2025 Actual	2026 Amended	2027 Proposed
Lease/Rental Revenue	$70,126	$10,300	$10,609
TOTAL REVENUE	**$2,302,974**	**$2,611,496**	**$3,035,648**
Total increase of ~15%, consistent with annual growth rate from 2021 through 2026 (COVID year replaced with preceding-year high to avoid skewing).			

COST OF GOODS

Line Item	2025 Actual	2026 Amended	2027 Proposed
Pro Shop Cost of Goods	($6,427)	($8,189)	($7,440)
Concessions Cost of Goods	($117,042)	($122,697)	($155,810)
TOTAL COST OF GOODS	**($123,468)**	**($130,887)**	**($163,251)**
NET REVENUE	**$2,179,506**	**$2,480,610**	**$2,872,397**

PERSONNEL EXPENDITURES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Salaries — Permanent Regular	$475,110	$708,016	$910,050
Full-year allocation for 11 FTE positions, several of which were vacant or filled late in 2026. Includes 3% cost-of-living increase and annual step increases (GM reached step 8 in 2026).			
Salaries — Permanent Overtime	$11,304	$17,122	$15,441
Salaries — Part-Time Regular	$200,700	$169,375	$214,431
Additional labor required for tournament expansion will be scaled based on inaugural-year results.			
Salaries — Part-Time Overtime	$450	$3,057	$2,144
Salaries — Temporary	$99,094	$133,529	$136,740
Maintaining consistency with the inflated 2026 estimate for optimal programming needs. Adjustments deferred to the next budget cycle based on actual registration outcomes.			
TOTAL SALARY EXPENSE	**$786,657**	**$1,031,100**	**$1,278,806**
PERA — Regular	$48,031	$61,060	$78,254
FICA/Medicare	$59,901	$75,140	$96,550
Paid Family Medical Leave Tax	$0	$4,426	$5,627
Medical Insurance	$36,022	$79,582	$94,500
Budgeted based on full FTE staffing throughout the year, including an annual 5% price increase.			
Life and Disability Insurance	$381	$539	$900
Long-Term Disability	$878	$1,517	$2,100
Dental Insurance	$2,005	$4,937	$6,000
Workers Compensation Insurance	$18,472	$22,819	$23,960
Unemployment Compensation	$982	$191	$191
FSA Plan	$129	$449	$900
TOTAL PERSONNEL OTHER EXPENSE	**$166,802**	**$250,683**	**$309,004**
TOTAL PERSONNEL EXPENSE	**$953,460**	**$1,281,782**	**$1,587,810**
If salaries and projected revenue are realized as budgeted, total salary expenses will represent 52% of revenue, within the target range of 50–55% as labor-intensive programming expands.			

SUPPLY EXPENSES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Operating Supplies	$30,131	$34,794	$52,191
Adjusted for tournament trophies and other expanded programming supplies.			
Motor Fuels	$6,030	$6,591	$6,921
Based on the 2026 amended budget, with 5% inflationary increase.			
Building Maintenance Supplies	$19,836	$15,228	$19,035
Adjusted for increased building traffic.			
Clothing	$430	$5,408	$5,678
Based on the 2026 amended budget, with 5% inflationary increase.			
Chemicals	$19,192	$21,308	$22,373
Based on the 2026 amended budget, with 5% inflationary increase.			
Equipment Parts	$9,417	$7,689	$8,073
Based on the 2026 amended budget, with 5% inflationary increase.			
Building Maintenance (Facility)	$50,243	$39,891	$43,880
Based on the 2026 amended budget, with 10% inflationary increase.			
Landscaping Materials	$0	$2,550	$2,678
Based on the 2026 amended budget, with 5% inflationary increase.			
Signs and Striping Supplies	$4,104	$2,800	$2,940
Based on the 2026 amended budget, with 5% inflationary increase.			
Small Tools & Equipment	$3,178	$4,585	$4,815
Based on the 2026 amended budget, with 5% inflationary increase.			
Computer Supplies	$463	$5,390	$5,660
Based on the 2026 amended budget, with 5% inflationary increase.			
TOTAL SUPPLY EXPENSES	**$143,023**	**$146,234**	**$174,243**

PROFESSIONAL SERVICES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Fiscal Consultant Fees	$41,364	$42,240	$44,352
Based on the 2026 amended budget, with 5% inflationary increase.			
Bank Charges	$1,316	$1,558	$1,636
Based on the 2026 amended budget, with 5% inflationary increase.			
Audit	$10,000	$10,500	$11,025
Based on the 2026 amended budget, with 5% inflationary increase.			
Use of Personal Auto	$0	$1,632	$1,714
Based on the 2026 amended budget, with 5% inflationary increase.			
Advertising	$1,839	$1,189	$1,249
Based on the 2026 amended budget, with 5% inflationary increase.			
General Liability Insurance	$43,936	$61,339	$64,406
Based on the 2026 amended budget, with 5% inflationary increase.			
TOTAL PROFESSIONAL SERVICES	**$98,455**	**$118,458**	**$124,381**

UTILITIES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Electric Service	$309,730	$343,067	$377,374
Based on the 2026 amended budget, with 10% inflationary increase.			
Gas Service	$78,125	$87,614	$96,375
Based on the 2026 amended budget, with 10% inflationary increase.			
Water	$26,156	$29,900	$31,395
Based on the 2026 amended budget, with 5% inflationary increase.			
Waste Disposal	$10,654	$9,769	$10,258
Based on the 2026 amended budget, with 5% inflationary increase.			
Telephone	$4,118	$7,952	$8,349
Based on the 2026 amended budget, with 5% inflationary increase.			
TOTAL UTILITIES	**$428,784**	**$478,303**	**$523,752**

CONTRACTUAL EXPENSES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Other Contractual	$18,541	$14,029	$14,730
Based on the 2026 amended budget, with 5% inflationary increase.			
Contract Equipment Repair	$27,024	$49,379	$41,972
Reduced to reflect elevated and unusual Zamboni and equipment repairs in 2026.			
Contract Building Repair	$87,770	$59,870	$62,864
Based on the 2026 amended budget, with 5% inflationary increase.			
Contract Landscaping	$0	$0	$645
TOTAL CONTRACT EXPENSES	**$133,979**	**$123,278**	**$119,566**

OTHER MISCELLANEOUS EXPENSES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Software Subscriptions	$0	$18,267	$19,180
Based on the 2026 amended budget, with 5% inflationary increase.			
Major Maintenance	$73,648	$72,960	$72,960
Miscellaneous	$553	$170	$178
Based on the 2026 amended budget, with 5% inflationary increase.			
Schools and Conferences	$4,088	$1,625	$1,706
Based on the 2026 amended budget, with 5% inflationary increase.			
Dues and Subscriptions	$12,054	$20,407	$21,427
Based on the 2026 amended budget, with 5% inflationary increase.			
Licenses and Taxes	$2,196	$1,971	$2,070
Based on the 2026 amended budget, with 5% inflationary increase.			

Line Item	2025 Actual	2026 Amended	2027 Proposed
Credit Card Fees	$28,675	$37,859	$43,538
Increased 15% to reflect revenue growth and cashless sales in the welcome center and programs.			
TOTAL OTHER MISC. EXPENSES	**$139,480**	**$153,259**	**$161,060**

CAPITAL EXPENSES

Line Item	2025 Actual	2026 Amended	2027 Proposed
Cap Outlay — Buildings	$0	$2,440	$0
Capital Lease Payments	$28,106	$32,387	$32,387
Interest	$5,687	$1,306	$1,306
To Escrow Funds	$140,000	$140,000	$140,000
TOTAL CAPITAL EXPENSES	**$245,449**	**$176,133**	**$173,693**

REVENUE / EXPENSE SUMMARY

Line Item	2025 Actual	2026 Amended	2027 Proposed
TOTAL REVENUES	**$2,302,974**	**$2,611,496**	**$3,035,648**
TOTAL COST OF GOODS	**($123,468)**	**($130,887)**	**($163,251)**
TOTAL EXPENDITURES	**$2,142,631**	**$2,477,447**	**$2,864,505**
NET EARNINGS / (LOSSES)	**$36,875**	**$3,163**	**$7,892**
Budget remains challenging to forecast accurately due to sustained rapid growth. Management retains the flexibility to revise projections to ensure net-zero or positive earnings by year-end.			

LAKEVILLE ARENAS

2026–2027 Board Approved Fee Schedule

SURROUNDING FACILITIES — ICE RATE COMPARISON

Facility	25–26 Winter Prime	25–26 Non-Prime	2026 Summer Prime	2026 Summer Non-Prime	26–27 Winter Prime	26–27 Non-Prime	2027 Summer Prime	2027 Summer Non-Prime
Apple Valley	$275	$195	$195	$195	$285	$205	$205	$205
Bloomington	$265	$193	$237.50	$193	$275	$200	$275	$200
Burnsville	$270.28	$195	$250	$250	$280	$195	$250	$250
Eagan	$250	$185	$185	$165	$255	$190	$190	$170
Farmington	$305	$245	$265	$265	$315	$265	—	—
Lakeville	$280	$180	$212.72	$212.72	$290	$190	$221.96	$221.96
AVERAGE	$274.21	$198.83	$224.20	$213.45	$283.33	$207.50	$228.39	$209.39

** Rates from the MN Ice Arena Managers Association, published May 6, 2026.*

** LHA Agreement Rate Clause: Per the LHA agreement, rates must not exceed $10 per hour above the highest rate charged by nearby rinks listed above.*

PRIME SEASON WINTER ICE RATES (OCT 1 – MAR 31)

Description	Current	With Tax	Change	Proposed	With Tax
Indoor Prime Ice Rental Rate (Hourly)	$280.00	$302.75	+$10.00	$290.00	$313.56
Indoor Non-Prime Ice (School Days 5 am–2 pm)	$180.00	$194.63	+$10.00	$190.00	$205.44
Indoor Fire Ice Sale — Last Minute (up to 30 min notice)	$180.00	$194.63	+$10.00	$190.00	$205.44
Outdoor Pavilion Rink Prime Ice Rental Rate (Hourly)	$200.00	$216.25	+$10.00	$210.00	$227.06
Outdoor Pavilion Rink Non-Prime Ice (School Days 5 am–2 pm)	$100.00	$108.13	+$10.00	$110.00	$118.94
Outdoor Pavilion Rink Fire Ice Sale — Last Minute	$100.00	$108.13	+$10.00	$110.00	$118.94
Staff Youth Game Operations Worker (Per Staff/Per Game)	$20.00	$21.63	$0.00	$20.00	$21.63
Staff HS Game Operations Worker (Per Staff/Per Game)	$30.00	$32.44	$0.00	$30.00	$32.44

SHOULDER SEASON ICE RATES (APR 1 – SEP 30)

Description	Current	With Tax	Change	Proposed	With Tax
Indoor Prime Ice Rental Rate (Hourly)	$212.72	$230.00	+$9.25	$221.97	$240.00
Indoor Fire Ice Sale — Last Minute (up to 30 min)	$92.49	$100.00	+$9.24	$101.73	$110.00
Outdoor Pavilion Rink Dry-Floor Rental Rate (Hourly)	$138.73	$150.00	+$9.25	$147.98	$160.00
Outdoor Pavilion Rink Fire Floor Sale — Last Minute	$69.36	$75.00	+$9.25	$78.61	$85.00

DRY-FLOOR FACILITY RENTALS (MAR 1 – OCT 31)

Description	Current	With Tax	Change	Proposed	With Tax
Outdoor Pavilion Entire Rink Dry-Floor Rental Rate (Hourly)	$138.73	$150.00	+$24.97	$163.70	$177.00
Outdoor Pavilion Entire Rink Fire Floor Sale — Last Minute	$69.36	$75.00	+$9.25	$78.61	$85.00
Daily Entire Rink Rental (24-hr period — Minimum 2 Days)	$1,387.28	$1,500.00	+$550.29	$1,937.57	$2,095.00
Food & Beverage Commission Fee	20%	—	—	20%	—
Merchandise Sales Commission Fee	10%	—	—	10%	—
Paid Attendance Commission Fee	10%	—	—	10%	—
Table Rentals (Each)	$9.25	$10.00	$0.00	$9.25	$10.00
Chair Rentals (Each)	$1.85	$2.00	$0.00	$1.85	$2.00
Scissor Lift Per Day (Waiver Required)	$184.97	$200.00	$0.00	$184.97	$200.00
Manual Pallet Jack Per Day	$18.50	$20.00	$0.00	$18.50	$20.00
Dollies & Push Carts Per Day	$9.25	$10.00	$0.00	$9.25	$10.00

PUBLIC ACTIVITIES (RATES INCLUDE TAXES)

Description	Current	With Tax	Change	Proposed	With Tax
Public Open Indoor Skating (Cost per person)	$9.25	$10.00	$0.00	$9.25	$10.00
Public Open Indoor Hockey / Stick & Puck (Cost per person)	$9.25	$10.00	$0.00	$9.25	$10.00
Public Open Outdoor Skating / Hockey / Stick & Puck	$4.62	$5.00	$0.00	$4.62	$5.00
Freestyle — Figure Skating Practice (Includes skate rental)	$18.50	$20.00	$0.00	$18.50	$20.00
Learn to Skate Lessons (Cost per daily session)	$13.41	$14.50	+$0.50	$13.91	$15.04

OTHER FEES

Description	Current	With Tax	Change	Proposed	With Tax
Skate Rental (tax included)	$4.62	$5.00	$0.00	$4.62	$5.00
Skate Sharpening (tax included)	$9.25	$10.00	$0.00	$9.25	$10.00
Meeting Room Rentals (Per Hour)	$32.37	$35.00	$0.00	$32.37	$35.00
Open Skate Birthday Party Room — 2 hrs	$46.24	$50.00	$0.00	$46.24	$50.00
Ames Dryland Training Area	$46.24	$50.00	$0.00	$46.24	$50.00
Birthday Party Prime Ice Rental (includes ice, freestyle, skate rental)	$280.00	$302.75	+$10.00	$290.00	$313.56
Birthday Party Shoulder Season Ice Rental (incl. ice & skate rental)	$212.72	$230.00	+$9.25	$221.97	$240.00
Side Glass Breakage Fee (not applicable to dasher board glass)	$500.00	$540.63	$0.00	$500.00	$540.63

Event Cleaning Fees (HS Games, Tournaments, Special Events)	$300.00	$324.38	+$200.00	$500.00	$540.63
LR Cleaning / Damage Fee (Minimum charge; additional charges may apply)	$25.00	$27.03	+$5.00	$30.00	$32.44

ADVERTISING & SPONSORSHIP RATES (3–5 YEAR AGREEMENTS)

Dasher Board Ads — 3-Year Agreements, 32"h × 96"w

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) / Hasse Indoor Rink — Prime Location	$1,200	$3,060	$0	$1,200	$3,060
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$800	$2,040	$0	$800	$2,040
LHA Rink 2 (Ames) & Hasse Pavilion Rink (Bleacher Side)	$800	$2,040	$0	$800	$2,040
LHA Rink 2 (Ames) & Hasse Pavilion Rink (Bleacher Side) — Corner	$500	$1,275	$0	$500	$1,275

Dasher Glass Ads — 3-Year Agreements, 72"h × 48"w

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink — Prime Location	$800	$2,040	$0	$800	$2,040
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$600	$1,530	$0	$600	$1,530
LHA Rink 2 (Ames) & Hasse Pavilion Rink (Bleacher Side)	$400	$1,020	$0	$400	$1,020
LHA Rink 2 (Ames) & Hasse Pavilion Rink (Bleacher Side) — Corner	$250	$637.50	$0	$250	$637.50

Jumbo Wall Signs — 5-Year Agreements, 72"h × 72"w

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$2,400	$10,200	$0	$2,400	$6,120
Ames LHA Rink 2 (Bleacher Facing Ads)	$800	$3,400	$0	$800	$2,040
Pavilion Rink Wind Screens (96' × 96')	$2,000	$8,500	$0	$2,000	$5,100

Zamboni Sponsors — 5-Year Agreements (Signage design included)

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront

Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$3,000	$12,750	—	$3,000	$7,650
LHA Rink 2 & Pavilion Rink	$2,400	$10,200	+$100	$2,500	$6,375

Scoreboard Sponsors — 5-Year Agreements (Signage design included)

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$2,500	$10,625	—	$2,500	$6,375
LHA Rink 2 & Pavilion Rink	$1,500	$6,375	+$500	$2,000	$5,100

In-Ice Advertisements — 3-Year Agreements (Signage design included)

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$2,500	$6,375	—	$2,500	$6,375
LHA Rink 2 & Pavilion Rink	$1,500	$3,825	+$500	$2,000	$5,100

Player Benches — 3-Year Agreements (Signage design included)

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$2,500	$6,375	—	$2,500	$6,375
LHA Rink 2 & Pavilion Rink	$1,500	$3,825	+$500	$2,000	$5,100

Bleacher Stairs — 3-Year Agreements (Signage design included)

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Lakeview Bank Rink (Ames) & Hasse Indoor Rink	$2,500	$6,375	—	$2,500	$6,375
Hasse Elevator	$2,500	$6,375	—	$2,500	$6,375

Restroom Signs — 3-Year Agreement

Description	Paid Annually (Current)	Paid Upfront (Current)	Change	Proposed Annually	Proposed Upfront
Restrooms — Per Pair (1 Men's / 1 Women's)	$500	$1,275	—	$500	$1,275

Lakeville

ARENAS

Built for the Community

2025 Annual Report

Presented to the
Lakeville City Council
Lakeville Area Schools Board

Spring 2026

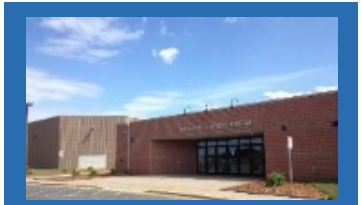


6,635	$2.14M	1,096
Ice Hours	Revenue	LTS Enrollments

Lakeville ARENAS

Who We Are

- Joint Powers Agreement between the City of Lakeville and ISD 194 (Lakeville Area Schools), formed 2006
- Operates Ames Arena, Hasse Arena, and the Allina Health Pavilion Rink — the covered outdoor sheet opened Thanksgiving 2024
- Operating expenses are fully self-funded through ice rentals and programming revenue — no daily operating tax subsidy
- Governed by a 5-member Board of Directors representing the City, ISD 194, and the community at large
- Key partners: City of Lakeville · ISD 194 · Lakeville Hockey Association · Heritage Figure Skating Club



Ames Arena

19900 Ipava Ave · 2 indoor sheets

Est. 1994



Hasse Arena

8525 215th St W · 1 indoor sheet

Est. 2006



Allina Health Pavilion Rink

Covered outdoor sheet at Hasse

Opened 2024 – 2025 Season

Joe Bergquist, General Manager · Tonyea Patterson, Admin Supervisor · Nick Ames & Jeff Zimmerman, Operations Managers

2025 Highlights & Events

Jan 2025

Hockey Day Lakeville

Allina Health Pavilion Rink Grand Opening · community celebration



Jan 1, 2025

US Hockey Hall of Fame Game

MN Gophers Women's vs. Bemidji State · Hasse Arena



Feb 2025

MN Hockey District 8 Tournament

Peewee-A Regional Tournament · Ames Arena

Mar 2025

HFSC Annual Ice Show

March 21–22 · Heritage Figure Skating Club



Jun 2025

First Sanctioned US Figure Skating Competition

53 skaters from across the Midwest · Hasse Arena



Summer 2025

Maggie Flaherty & the Walter Cup

Back-to-back PWHL champions · LHA Icecats skate event



Fall 2025

Inaugural Mite Day Camps

34 participants · expanding to 5 days/week in 2026



Dec 2025

Holidays at Hasse

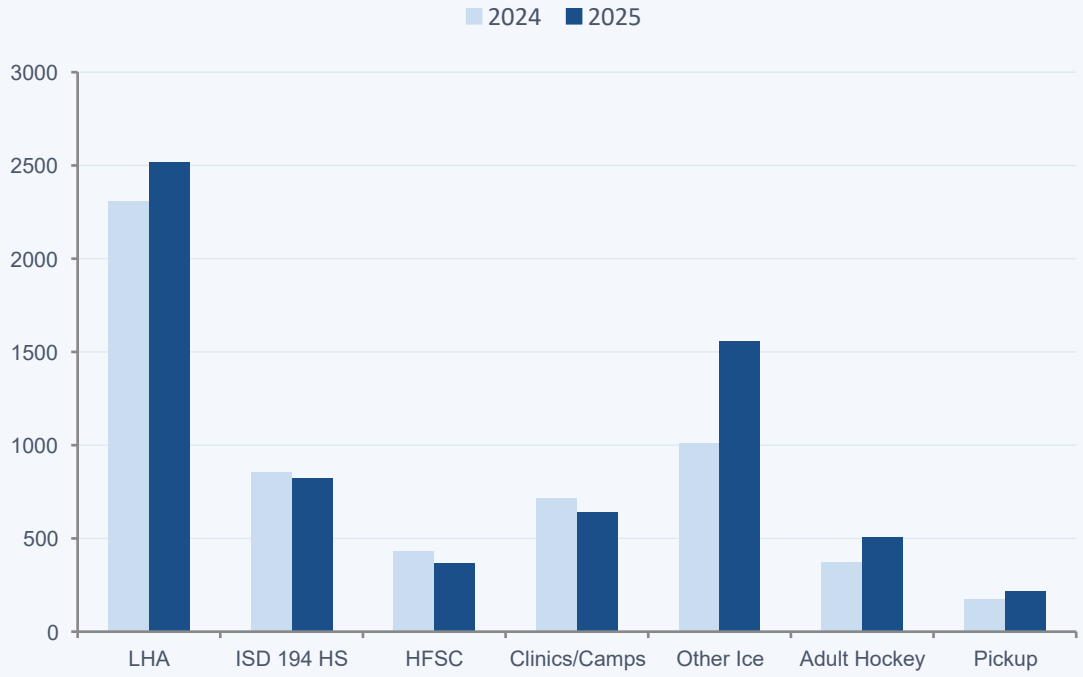
Skate with Santa · Open Door Pantry food drive · hot cocoa bar



ICE TIME & USAGE

Record Ice Hours in 2025

6,635 total hours — up 13.1% from 2024



+549.5 hrs

Other Ice (new programs, tournaments, Pavilion)

+213.5 hrs

LHA Ice — continued partnership growth

+132 hrs

Adult Hockey
+35% year-over-year

+45.25 hrs

Pickup Ice Sales
+26% year-over-year

PROGRAMS & COMMUNITY IMPACT

Growing Every Program

Learn to Skate

1,096

Enrollments — Highest Ever

Top 5 program in Minnesota · 4 sessions/year

Aspire to Skate

53

Enrollments in 2025

Up from 24 in 2024, 8 in 2023 — remarkable trajectory

Mite Leagues

336

Participants (Spring + Fall)

Up from 283 in 2024 (+18.7%) — inaugural day camps

Arena Programming

+62%

Revenue Growth vs. 2024

$67,844 actual · new structured programs & camps

Basic Skills Competition

53

Skaters from across Midwest

First-ever sanctioned US Figure Skating event, June 2025

Public Plus Ice

NEW

Launched 2025

Private lesson add-on — highly successful first year

ALLINA HEALTH PAVILION RINK

Pavilion Rink — Year Two Upgrades

Opened Thanksgiving 2024 · Grand Opening Hockey Day Lakeville, January 2025



Year 2 Improvements Completed:

- ✓ Sunscreens installed — prevents ice glazing 10am–5pm
- ✓ Locker rooms with heaters are completed
- ✓ West/north wind screens for skater comfort
- ✓ Radiant heaters above bleachers, benches & officials' boxes
- ✓ Dragonfly fiber Wi-Fi — installed & ready
- ✓ Broke Ground: concession stand, catering kitchen & 32×40 lobby

What's Ahead

Spring '26

Patio, playground & security fencing

Summer '26

Zamboni/equipment shed

2027+

Dry-floor revenue: roller hockey, basketball, pickleball & more

Long-term

Footings for potential full enclosure — 4th indoor sheet

2025 Financial Results

Audited — Fiscal Year Ended December 31, 2025

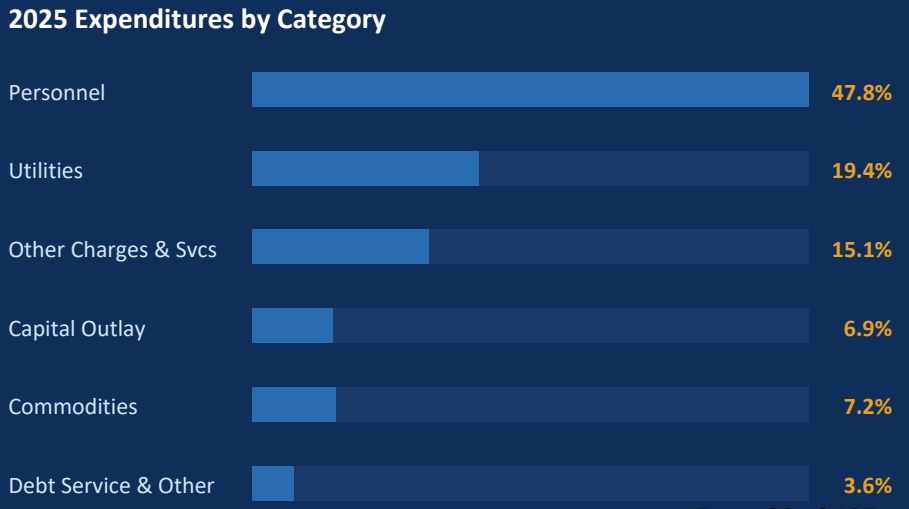
$2.14M
Total Revenue

$1.995M
Total Expenditures

$140,942
Net Surplus

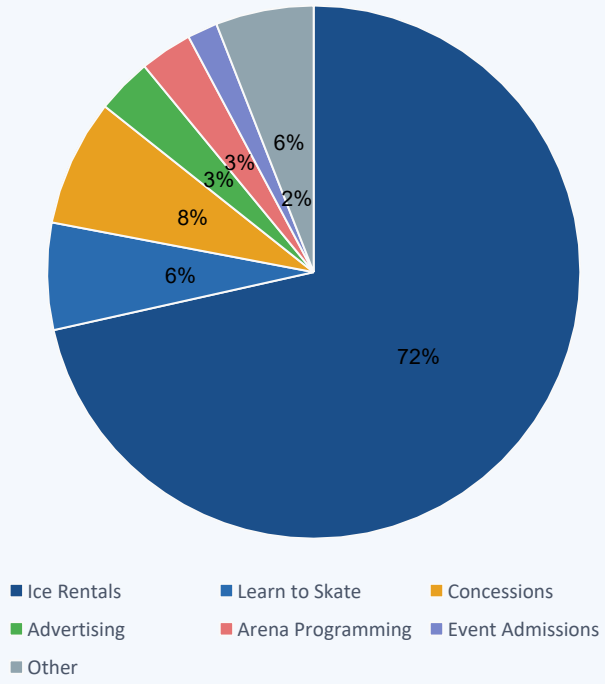
$1.088M
Fund Balance (12/31/25)





REVENUE DIVERSIFICATION

Diversified & Growing Revenue



Year-over-Year Revenue Growth

Ice Rental Revenue	$1,527,398	+$205K (+15.4%)
Learn to Skate	$138,410	+$21K (+17.8%)
Arena Programming	$67,844	+$26K (+62.1%)
Advertising Revenue	$71,781	+$21K (+41.7%)
Concessions/Pro Shop	$164,377	+$1.7K

Looking Ahead to 2026

2026 Budget

Revenue Budget	$2,474,773
Expenditure Budget	$2,345,581
Net	$6,668

Rate increase: 3.6% rate increase planned for 2026–27 season



2026 Priorities

Pavilion Rink 2.0 Completion

Patio, playground, Zamboni shed · dry-floor revenue in 2027

Programming Expansion

Mite 5-day camps · summer 4-on-4 skates · fall-summer-spring breakfast club · 2027 AAA tournament series

New Community Ice Club Memberships

Public Ice & Hockey Club Memberships Launching Summer 2026

Staffing & Retention

3% COLA all staff · 6% Driver Supervisors · Office Manager hire Spring '26

Capital Fund

No capital expenditures planned · fund continues to rebuild toward targets

NEW PUBLIC ICE CLUB MEMBERSHIPS

INVESTING IN OUR LOCAL YOUTH



NEW HOCKEY ICE CLUB MEMBERSHIPS

INVESTING IN OUR LOCAL HOCKEY YOUTH



NEW PUBLIC ICE CLUB MEMBERSHIPS

INVESTING IN OUR LOCAL YOUTH

INVESTING IN OUR COMMUNITY
2027 EXPANSION INITIATIVES

Expanding access, development opportunities, and year-round community engagement.

HOCKEY DEVELOPMENT

- Summer Tournament Series
- Expanded Squirt Day Camps
- Peewee Summer Camps by Ability Level
- Bantam Summer Camps by Ability Level
- Breakfast Club Training by Ability Level

COMMUNITY RECREATION

- Expanded Pavilion Rink Dry-Floor Activities
- Community Events & Family Programming
- Multi-Sport Recreation Opportunities
- Seasonal Special Events

COMMUNITY IMPACT

- Increased access to affordable local programming
- More development opportunities for athletes of all skill levels
- Expanded year-round use of arena facilities
- Enhanced recreation opportunities for Lakeville families



DEVELOPING PLAYERS



BUILDING COMMUNITY

BUILDING A YEAR-ROUND DESTINATION FOR YOUTH DEVELOPMENT, RECREATION, AND COMMUNITY ENGAGEMENT.

LAKEVILLE ARENAS

Date: 6/15/2026

Check Register Summary

Proposed Action

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

Overview

Checks	329710 - 329832	$1,133,659.94
ACH/EFT	25489 - 25598	$1,318,824.65
Total		$2,452,484.59

The City Council receives a list of expenditures paid (claims detail), which is available to the public upon request. The City serves as the fiscal agent for Lakeville Arenas and Dakota 911 and processes their accounts payable and payments – these amounts are not included in the total above.

Supporting Information

1. 06.02.26 CKSUM-Checks
2. 06.02.26 CKSUM-ACH-EFT
3. Check Register 06.02.26 for June 15, 2026 Council Mtg - Checks
4. Check Register 06.02.26 for June 15, 2026 Council Mtg - ACH-EFT

Financial Impact: $2,452,484.59 **Budgeted:** No **Source:** Various
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

		Amount
1000	GENERAL FUND	73,093.57
2000	COMMUNICATIONS FUND	744.47
2210	FRANCHISE FEES	848.00
3121	2022B GO TAXABLE BONDS HASSE	187.50
3125	2025A FIRST CENTER	6.01
3126	2026A FIRE STATION #2 CONSTRUCTION BONDS	325.00
3253	2022B TAXABLE GO REF BONDS 16A	187.50
4000	BUILDING FUND	115,491.00
4125	TECHNOLOGY FUND	1,343.61
4500	PARK & TRAIL IMPROVEMENTS	89,096.48
4720	2024A PARK BONDS	1,129.00
5300	PAVEMENT MANAGEMENT FUND	998.22
6000	IMPROVEMENT CONSTRUCTION FUND	10,830.53
7450	ENVIRONMENTAL RESOURCES FUND	11,485.33
7550	UTILITY FISCAL ADMINISTRATION	56,282.86
7575	STREET LIGHTING FUND	8.69
7600	WATER FUND	11,199.08
7700	SEWER FUND	519,675.91
7800	LIQUOR FUND	230,232.18
7900	MUNICIPAL RESERVES FUND	495.00
8000	ESCROW FUND	10,000.00
Report Total:		1,133,659.94

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

		Amount
1000	GENERAL FUND	333,101.41
2000	COMMUNICATIONS FUND	476.00
4000	BUILDING FUND	33,586.18
4025	NEW FIRE STATION #2 (2026 CONSTRUCTION)	148,353.00
4100	EQUIPMENT FUND	2,725.50
4125	TECHNOLOGY FUND	2,655.10
4500	PARK & TRAIL IMPROVEMENTS	17,870.34
4720	2024A PARK BONDS	2,081.81
5200	STATE AID CONSTRUCTION FUND	3,042.90
5300	PAVEMENT MANAGEMENT FUND	10,396.75
5400	STORMWATER INFRASTRUCTURE FND	1,602.00
6611	2026 STREET PROJECTS	20,605.96
7550	UTILITY FISCAL ADMINISTRATION	2,098.00
7575	STREET LIGHTING FUND	65.35
7600	WATER FUND	124,042.03
7700	SEWER FUND	47,550.80
7800	LIQUOR FUND	561,118.79
7900	MUNICIPAL RESERVES FUND	3,292.73
8000	ESCROW FUND	4,160.00
Report Total:		1,318,824.65

MINUTES
CITY COUNCIL MEETING

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

1. Call to order, moment of silence and flag pledge
Mayor Hellier called the meeting to order at 6:00 P.M.

2. Roll Call
Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk, Wolter

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

3. Citizen Comments
None

4. Additional agenda information
None

5. Presentations/Introductions

a. Recognition of City Administrator Justin Miller for Service on the League of Minnesota Cities Board
Luke Fischer, Executive Director of the League of Minnesota Cities, and Wendy Berry, West St. Paul City Council Member and member of the League of Minnesota Cities Board of Directors, recognized City Administrator Justin Miller for his service and leadership on the League of Minnesota Cities Board of Directors.

b. Parks & Recreation Quarterly Report
Park and Recreation Director Joe Masiarchin presented the Park and Recreation Quarterly Report.

6. Consent Agenda
Motion was made by Bermel, seconded by Wolter, to remove Item G, Renewal of 2026 Liquor Licenses, from the Consent Agenda for discussion and to approve the Consent Agenda as amended.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

a. Check Register Summary
b. Minutes of the 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

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

q. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 2nd 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. Renewal of Liquor Licenses 2026

Councilmember Wolter abstained from discussion and voting on the renewal of the 2026 liquor licenses, as his employer is included among the license holders.

Motion was made by Lee, seconded by Volk, to approve the renewal of the 2026 liquor licenses as presented.

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

b. Recommendation to Rename the Casperson Park Outdoor Performance Stage to the Doug & Deb Anderson Amphitheatre

Park and Recreation Director Joe Masiarchin explained that the Parks and Recreation Department has an established Park Naming and Memorials Policy that provides procedures for naming and, in certain cases, renaming park facilities. He noted that the City had received a request to rename the outdoor performance stage at Casperson Park in honor of former Mayor Doug Anderson. In recognition of Deb Anderson's continued volunteerism and contributions to the community, staff recommended that she also be recognized through the renaming. Masiarchin stated that the Parks, Recreation, and Natural Resources Committee reviewed the request at its May 20, 2026, meeting and unanimously recommended approval.

Councilmembers discussed the City's park naming policies. It was noted that Mayor Anderson had been a strong supporter of the Park Referendum and was an avid bicyclist. Councilmembers suggested that a future naming opportunity associated with the Dakota County trailhead could also be considered.

Motion was made by Bermel, seconded by Wolter, to approve the recommendation to rename the Casperson Park Outdoor Performance Stage to the Doug and Deb Anderson Amphitheater.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

c. Early Voting Administration Options Following State Legislative Changes

City Clerk Ann Orlofsky presented the staff report regarding early voting administration options following recent state legislative changes.

Phil Wilson, 17320 Halifax Path, encouraged the City to implement a robust public information campaign to ensure residents remain informed and engaged in the voting process.

Karin Miller, 17985 Jacquard Path, encouraged the Council to take advantage of the efficiencies and cost savings associated with the 18-day early voting model.

Steven Schroer, 9370 176th Street West, a candidate for Minnesota State Senate, spoke on the importance of voter participation and ensuring continued access to voting opportunities for residents.

Councilmembers discussed the importance of voter education and emphasized the need for a comprehensive communication campaign to ensure residents are aware of the changes to in-person voting and understand the available voting options.

Motion was made by Wolter, seconded by Bermel, to adopt a resolution electing to administer the 18-day in-person early voting model in accordance with Minnesota election law and authorizing staff to notify Dakota County and implement the transition.

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

8. Unfinished Business

None

9. New Business

None

10. Council/Committee Updates

Lee - Fire Relief Board is planning a waffle breakfast during Pan-O-Prog.
Bermel - ALF Annual Board meeting met and is recommending approval its annual budget by the City Council.
Wolter - I-35W Solutions received funding for two interchange improvement projects in Lakeville.

11. Announcements

a. Next City Council Meeting June 15, 2026

12. Adjourn

Motion was made by Volk, seconded by Lee, to adjourn by 6:45 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Respectfully Submitted,

_____ _____

Ann Orlofsky, City Clerk Luke M. Hellier, Mayor

Date: 6/15/2026

Approval of Supplemental Agreements for 2050 Comprehensive Plan System Plan Updates

Proposed Action
Staff recommends adoption of the following motion: Move to approve supplemental agreements with Barr Engineering, SEH, and SRF Consulting Group to complete the Water and Natural Resources Management Plan Update, Water System Plan Update, Sanitary Sewer System Plan Update, and Transportation Plan Update for the City's 2050 Comprehensive Plan.

Overview
The Metropolitan Council's *Imagine 2050* regional planning framework requires cities to prepare system plans that accurately reflect forecasted growth, planned land uses, and infrastructure needs. In support of the City's 2050 Comprehensive Plan, updates are required to the Water and Natural Resource Management Plan, Water System Plan, Sanitary Sewer System Plan and Transportation Plan. Each plan was last updated in 2018 during the City's 2040 Comprehensive Plan update. The updates will be coordinated with the Planning Department and the City's comprehensive plan consultant to ensure consistency across land-use, infrastructure, and environmental planning.

Attached are proposals by Barr Engineering to complete the Water and Natural Resource Management Plan update, SEH to complete the Water System Plan and Sanitary Sewer Plan updates, and SRF Consulting Group to complete the Transportation Plan update. The proposals outline the services and estimated costs. All work will be completed under the City's existing Master Services Agreements with the consultants dated September 20, 2021. Funding for these system plan updates will be provided as shown below:

City Project	Plan Element	Consultant	Cost Amount	Fund Source
26-22	Sanitary Sewer	SEH	$83,200.00	Sewer Trunk
26-23	Transportation	SRF	$145,261.00	Pavement Management
26-24	Water	SEH	$75,400.00	Water Trunk
26-25	Water & Natural Resource Management	Barr	$286,610.00	Stormwater Infrastructure

Supporting Information

1. 2026.06.01 Barr Proposal (WNRMP)
2. 2026.06.05 SEH Proposal (Water)
3. 2026.06.05 SEH Proposal (Sewer)
4. 2026.05.22 SRF Proposal (Transportation)

Financial Impact: $590,471.00 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Chloe Anderson, Civil Engineer

June 1, 2026

Zach Johnson PE
City Engineer, City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Proposal for Updating the City of Lakeville Water and Natural Resources Management Plan

Dear Zach Johnson:

Thank you for considering Barr Engineering Co. (Barr) to assist you in updating the City of Lakeville Water and Natural Resources Management Plan (WNRMP or plan). We will do our best to justify your interest and confidence in working with us. This letter presents the scope of professional consulting services we will provide for your project, including our understanding of the project, the proposed work tasks, the estimated cost to perform the work tasks proposed, and the estimated schedule to complete this project. The tasks and products described herein reflect the scope of services you requested of Barr.

Scope of work

1.1 Project approach

Barr understands that the City of Lakeville's WNRMP serves as strategic guidance for the city's stormwater, surface water, and natural resources management efforts over the next 10 years. As such, the document must be easily accessible and useful to city staff members, while also meeting the requirements of the Black Dog Watershed Management Organization (BDWMO), Vermillion River Watershed Joint Powers Organization (VRWJPO), and Metropolitan Council. The WNRMP must also satisfy the requirements of Minnesota Rules 8410 and Minnesota Statutes 103B. We will work closely with you throughout the project to promote the clarity and usefulness of deliverables, creating a document that you can confidently reference. Our familiarity with Lakeville and your specific stormwater management issues, reinforced during your last WNRMP update and recent modeling projects, will enable efficiency and accuracy throughout the process.

Developing a WNRMP that clearly meets your needs will require regular communication, feedback, and decisions from the city. We understand that city staff wish to be involved throughout the process to help shape the plan and help ensure that it's tailored to reflect the city's needs. Our scope of work includes engaging city staff members at a number of key points in the process. The involvement of city staff, city council members, and the public is detailed in the scope included below.

1.2 Breakdown of project tasks

1.2.1 Task 1: Project kickoff and management

Barr's project manager and key team members will attend an in-person kickoff meeting to discuss the Lakeville WNRMP. Working with the city's project manager, we will invite representatives from the city's relevant departments. We seek to understand what you like and dislike about the current WNRMP, as well as your project goals. We will review available data, identify potential gaps, and develop strategies to address them.

Monthly (or more frequently, as needed), our project manager and other team members (as needed) will attend brief virtual check-in meetings with the city's project manager. During the check-ins, Barr will summarize completed work, next steps, and items awaiting city action or input. We understand that the completed WNRMP will be provided to the consultant completing the city's comprehensive plan, who will use it in developing the surface waters and utilities chapter.

1.2.2 Task 2: Data gathering

We will review the existing WNRMP (developed by Barr) and other relevant city planning documents (e.g., wellhead protection plan and flood risk prioritization study). We will review available modeling data from recent hydrologic, hydraulic modeling (conducted by Barr); monitoring data, natural resources assessments, or similar efforts (completed by the city or others); water resource management agreements; and GIS data from the city. We will review WMO and regional planning documents including the BDWMO Plan, VRWJPO Plan, and Met Council current water planning documents. We will identify potential data gaps to inform later steps in plan development and/or WNRMP implementation actions.

1.2.3 Task 3: Public and stakeholder engagement

Consistent with Minnesota Rules 8410 and Minnesota Statutes 103B, Lakeville is not required to conduct public engagement in developing your WNRMP. However, Barr understands that residents' and partners' interest and support are critical to effective WNRMP development and implementation. As part of the kickoff meeting (see task 1), we will work with you to design a partner engagement strategy. Barr understands that you are also preparing to start your comprehensive plan update. To the extent practical, WNRMP engagement activities will leverage and coordinate with the city's comprehensive plan engagement (which is typically broader in scope).

Barr anticipates that engagement will include, at a minimum, 1) a resident survey and 2) meeting(s) with representatives from the Metropolitan Council, BDWMO, and VRWJPO. Engagement activities will seek to identify how residents and partners value and use Lakeville's water and natural resources, their concerns, and their interests and capacity for action in pursuit of shared goals. Additionally, we recommend that Barr and/or city staff members conduct intercept surveys at community locations or events frequented by audiences whose input is sought. We will work with you to identify these locations. We will also work with Lakeville to leverage the city's social media presence to request residents' input using virtual surveys. Combining in-person and online methods allows residents to provide feedback in the most convenient way and setting.

During engagement or the review process (see Task 5), Barr's project manager will attend up to two city-scheduled public or partner engagement meetings (e.g., presentation to the city council, meeting with WMOs, etc.).

1.2.4 Task 4: Draft plan development

Barr will update the WNRMP document, incorporating the outcomes of tasks 1, 2, and 3. This task is subdivided into the following steps. We will share drafts of each section during development, allowing the city to review more quickly and keeping the WNRMP on track.

Task 4A: Update land and water resources inventory. Section 3 of the 2018 WNRMP includes an inventory of the city's natural and built environment, presented in text, tables, and figures. Barr will update this section to reflect current conditions and datasets (e.g., land use and climate data). We will use tables and graphics where appropriate to reduce text and promote comprehension among a range of audiences. We will update GIS figures and maps to contain the most current information, and we will coordinate with

you to identify information that may be included via referenced (e.g., the *Minnesota Stormwater Manual*, state agency websites, etc.).

Task 4B: Update Section 2 of the WNRMP addressing issues, goals, and policies. Barr will update section 2 of the 2018 WNRMP to reflect the evolution of issues facing the city. Examples of new or expanding issues that have changed may include (but are not limited to) chloride pollution, aging infrastructure, and the impacts of climate change and resilience. We will use data organized in task 4A (e.g., monitoring) as well as modeling results (see Task 7) to identify and characterize local issues related to water quality and other concerns. We will interview city staff members to gather information on local issues related to flood risk, water quality, and other concerns.

Barr will work with Lakeville to update the goals and policies detailed in section 2 of the 2018 WNRMP. We will identify changes needed to align with WMOs and state general permits and recommend edits to reflect current city priorities and practices. Your input and feedback are critical to developing goals and policies that balance the needs of all partners and are supported by the city council. For transparency, Barr will track proposed edits relative to the 2018 WNRMP whenever possible. We will limit redundancy by referencing the city's MS4 permit, the *Minnesota Stormwater Manual*, and the State construction stormwater general permit, where applicable.

Task 4C: Update implementation program. Barr will update section 4 of the 2018 WNRMP and associated implementation tables to reflect Lakeville's ongoing and planned activities over the next 10 years. We will coordinate with you to determine the criteria for prioritizing implementation activities and identify future planned activities. We will incorporate the results of flood risk prioritization analysis performed as part of Task 7. We will reference WMO programs and projects, as applicable. We will include proposed funding sources and year(s) of implementation consistent with Minnesota Rules 8410.

Task 4D: Compile WRMP document for review. Building on content from previous subtasks, Barr will compile the complete WNRMP document. We will leverage our recent experience with city and WMO plans to develop a document that is ADA-compliant and accessible to audiences with a range of technical experience. We will provide the compiled WNRMP in digital draft format for city review and comment and will meet with you as needed to discuss comments and revisions prior to formal review (see Task 5).

1.2.5 Task 5: Plan revision and adoption

With approval from Lakeville staff (we assume that city council approval is not required for this step), Barr will distribute the draft WNRMP to WMOs and the Metropolitan Council for 60-day review consistent with Minnesota Rules 8410. We recommend that the city host the draft WNRMP on your website for public review during this time. Barr will compile comments in tabular format and draft proposed responses and/or WNRMP edits. We will meet with the city for direction on proposed responses and edits and will resubmit the revised WNRMP to the WMOs and Metropolitan Council, if required.

New for the 2050 Comprehensive Plan cycle, Met Council will require WMO resolutions of local water plan approval. Following WMO approval of the WNRMP, Barr will finalize the document. We will provide a complete WNRMP PDF and all relevant digital files.

1.2.6 Task 6: Hydrologic and Hydraulic Model Update

The City of Lakeville developed a citywide stormwater model in 2009 and updated it in 2014 and 2017 to reflect ongoing development and incorporate Atlas 14 rainfall data. This stormwater model is the primary tool the City uses to define peak flow rates and water surface elevations and to guide development

decisions. Lakeville now needs to use the stormwater model to not only reflect recent development but also to simulate future rainfall projections and identify areas at risk of flooding. Results from the stormwater model are also used to inform discussions with watershed management organizations within the city (Black Dog Watershed Management Organization and the Vermillion River Watershed Joint Powers Organization) regarding flood-risk reduction projects.

With precipitation shifting toward more frequent and higher-intensity storms, the City expects increased localized flooding, storm sewer capacity issues, and roadway overtopping. This task will update the City's stormwater model to simulate larger rainfall depths and future rainfall estimates using Atlas 15 Volumes I and II. The stormwater model will also be updated developments that have occurred since 2018. We have assumed up to 145 new developments, however, additional developments may be added on a time and expense basis. This updated model will provide essential technical data to assess climate-driven vulnerabilities and guide resilient infrastructure planning.

We assume that city staff will provide either as-built information required to update the models or confirm that preliminary plat submittals previously reviewed by Barr should be used for the model update. The model update will focus on the stormwater ponds/BMPs and downstream trunk storm sewer system for each development. It is assumed that the model updates exclude simulating storm sewer in the development upstream of the ponds/BMPs. The model will be used to simulate existing conditions to identify areas of flood risk. Future conditions or evaluating alternatives to reduce flood risk are excluded from this scope of work because the City indicated a desire to coordinate with individual developers to evaluate potential alternatives at the time development occurs. Flood risk areas that are located in developed areas but may not be affected by future development can be evaluated in the future at the direction of City staff.

We will also work with city staff to develop an approach for updating the model as part of the development review process. We assume one coordination meeting with city staff to review results of the updated model and discuss alternative approaches the City would follow to update the model at the time future development occurs.

We will summarize model results in an addendum to the Plan that can be incorporated after city staff have had an opportunity to review the model results. The addendum will be provided in electronic format and up to three printed copies.

1.2.7 Task 7: Prioritization of flood-prone areas

This task will establish a climate-informed, data-driven framework for prioritizing mitigation of flood-prone areas, allowing the City to direct limited resources toward protecting residents and sustaining critical community services. Prioritization of flood-prone areas will be developed based on feedback from City departments. It is anticipated that prioritization criteria may include some of the following considerations:

1. **Number of impacted structures** – this criterion considers the number of buildings that are within the 100-year floodplain in a given area. Consideration may be given to the type of structure (i.e., residential, commercial, or auxiliary)
2. **Frequency of flooding** – this criterion considers how frequently structures are inundated. Structures that are inundated more frequently (i.e., 1-year event) may be given a higher score than structures that are inundated during less frequent events (i.e., 100-year event)

3. **Social Vulnerability Index** – this criteria considers census data to provide consideration for if a flood prone area may affect a vulnerable population.
4. **Multiple Benefits** – this criterion considers the benefits such as recreational, habitat improvement, creek stabilization, etc that could be achieved within a flood-risk mitigation site.
5. **Critical Infrastructure** – this criterion considers whether a project would reduce flood-risk for infrastructure classified by the City as critical such as emergency evacuation routes, emergency service locations such as medical facilities, police, fire, or city government buildings, emergency support services such as schools, grocery stores, or churches, and critical city services such as sanitary lift stations.

Using multiple parameters allows the City to identify mitigation strategies that reduce flood risk, protect residents, enhance wildlife habitat, improve water quality, and support long-term climate impact objectives. This approach ensures that investments are both equitable and cost-effective.

For each flood-risk area, we will quantify whether each parameter applies to each flood-risk area. Each flood-risk area will be entered into a spreadsheet and ranked based on the parameters and initial scoring used by the City. City staff will be able to adjust the scoring to see how the prioritized list changes. Barr staff will meet with City staff to review the prioritized list and get feedback. Feedback from City staff will be incorporated into the database to develop the prioritized list of flood-prone areas.

The prioritization process will involve coordination with engineering, planning, public works, police, and fire departments to ensure that climate-risk, community services, and public safety are fully incorporated. Barr will prepare a report summarizing the methodology, results, and prioritized list of flood-prone areas.

1.2.8 Task 8: Transfer of GIS Files

Following approval of the draft plan by city staff, and the Hydrologic and Hydraulic model we will provide GIS files shown in plan figures for city staff to use in the City's GIS map. We assume that information will be submitted as layer files.

2 Timeline

The table below presents the approximate project timeline by task.

Task		Schedule	Deliverables
1	Project kickoff and management	June 2026	• Kickoff meeting • Ongoing project check-in meetings
2	Data gathering	June–August 2026	• List of documents review and data gaps
3	Public and stakeholder engagement	September 2026– April 2027	• Survey • Summary of engagement results
4	Draft plan development	September 2026–November 2027	• Draft WNRMP sections (as developed) • Complete draft WNRMP document
5	Plan revision and adoption	• Early 2028 (WNRMP submittal) • Summer 2028 (adoption)	• Electronic copies of the final WNRMP document and each chapter as an ADA-compliant PDF and an editable format compatible with programs used by the city • Response-to-comments document • Up to two presentations for staff/council
6	Hydrologic and Hydraulic Model Update	• May 2027	• Stormwater model files • Memorandum summarizing model updates

Task		Schedule	Deliverables
7	Prioritization of flood-prone areas	• September 2027	• Memorandum summarizing methodology and prioritized list of flood-prone areas
8	Transfer of GIS Files	• March 2028	• Electronic GIS files used for figures in Task 1-7

The proposed schedule assumes that:

- One resubmittal of the revised draft WNRMP to watershed management organizations and the Metropolitan Council will occur following the initial 60-day review and comment period. Note that the Metropolitan Council now requires a formal WMO resolution of local water plan approval.
- The tentative schedule allows for the final plan to be complete and ready for official adoption by the end of 2028 to align with the intended timeline for comprehensive plan development.

3 Budget

The table below presents the project budget by task. The costs included in the table below reflect the assumptions described in the scope and schedule, and include all associated material expenses (e.g., printing).

Task		Labor subtotal	Expenses	Total cost
1	Project kickoff and management	$6,470	--	$6,470
2	Data gathering	$4,840	--	$4,840
3	Public and stakeholder engagement	$8,620	$200	$8,820
4	Draft plan development	$34,360	--	$34,360
5	Plan revision and adoption	$10,080	$500	$10,580
6	Hydrologic and Hydraulic Model Update	$179,550	--	$179,550
7	Prioritization of flood-prone areas	$38,990	--	$38,990
8	Transfer of GIS Files	$3,000	--	$3,000
	Total	**$285,910**	**$700**	**$286,610**

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us.

(signature page follows)

Sincerely yours,

BARR ENGINEERING CO.



Brandon Barnes

Its Vice President

Accepted this _____ day of _____, 2026

CITY OF LAKEVILLE

By _____

Its _____

Building a Better World for All of Us®

June 5, 2026

RE: City of Lakeville, Minnesota
Comprehensive Water Plan and Hydraulic Water Model Calibration Update
SEH No. P-LAKEV 190998 10.03

Mr. Zachary Johnson, PE
City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Zachary:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this proposal to the City of Lakeville for preparation of a Comprehensive Water System Master Plan Update, including an update to the City's hydraulic water system model and the DNR Water Supply Plan.
The City is currently completing a Comprehensive Plan update, and this effort presents an opportunity to integrate updated land use and population projections directly into water system planning. The proposed work will build upon previous master planning efforts, recent system improvements, and ongoing modeling efforts to develop a coordinated and forward-looking evaluation of the City's water system.
The following scope of work outlines the recommended tasks to update and calibrate the hydraulic model, evaluate existing system performance, develop future water demand projections, and prepare coordinated planning documents.

WORK PLAN

Task 1 – Hydraulic Model Update, Data Integration, and Calibration

A reliable and well-calibrated hydraulic model is foundational to the success of this effort and will serve as the primary tool for evaluating both existing and future system conditions. While the City has maintained a hydraulic model, it has not undergone a full calibration process to confirm its accuracy relative to real-world system operations. This task will focus on updating the model to reflect current GIS data and recent system improvements, followed by a comprehensive field calibration effort to ensure the model accurately represents pressures, flows, and operational behavior across the system. The resulting model will provide a dependable planning and decision-making tool that can be utilized beyond this study for ongoing system evaluation and design.

Summary of Tasks:

1. Collect and review available data including GIS, record plans, SCADA data, pump records, and recent system improvements
2. Update the hydraulic model using the City's GIS to develop a 1:1 GIS-integrated model
3. Incorporate updated system features including:
4. Water mains, valves, hydrants, and storage facilities
5. Pumping systems and operational controls
6. Recent capital improvements including booster station infrastructure
7. Integrate customer demand data by:
    a. Linking billing and/or AMI data to spatial demand nodes
    b. Developing meter-based demand allocation within the model

   c. Develop custom diurnal demand curves based on available AMI or SCADA data
   d. Update system elevations using current topographic data
8. Field Testing and Calibration:
   a. Deploy pressure loggers throughout the system to collect data over a two-week period
   b. Conduct targeted hydrant flow tests to assess system response
   c. Calibrate the model using field data and system operational records
9. Verify model performance under average day, max day, and extended period simulation conditions
10. Conduct QA/QC review consistent with AWWA Manual M32 guidance
11. This effort will result in a calibrated model that accurately reflects system performance and can be maintained and utilized by the City for future planning and operational evaluations.

The outcome of this task will be a fully updated and calibrated hydraulic model that accurately represents system operations and can be confidently used for planning and design.
Deliverables: Calibrated hydraulic model files, supporting documentation of calibration results, and technical memorandum summarizing methods and assumptions.

Task 2 – Existing System Evaluation and Baseline Condition Assessment

Understanding how the current system performs under existing conditions is critical to identifying constraints and planning for future growth. This task will establish a clear, data-driven baseline of system performance by evaluating historical water use, system operations, and hydraulic behavior. Using both collected data and the calibrated model, we will assess pressures, storage utilization, fire flow capability, and overall system reliability. The outcome of this task will be a comprehensive understanding of current system strengths and limitations, which will serve as the benchmark for evaluating future conditions.

Summary of Tasks:

1. Review system operations including pumping strategies, tank operation, and pressure zone controls
2. Utilize the calibrated model to evaluate:
   a. System pressures and level of service
   b. Fire flow performance in key service areas
   c. Storage utilization and turnover
   d. Transmission and distribution system constraints
3. Identify areas of:
   a. Low or high pressure
   b. Limited capacity
   c. Operational inefficiencies
4. This task will provide a clear understanding of how the existing water system performs under current conditions and identify key limitations.

This task will establish a defensible baseline of current system performance and clearly identify operational and infrastructure limitations.
Deliverables: Technical memorandum summarizing existing conditions, system performance metrics, and identified constraints

Task 3 – Water Demand Projections and Future System Needs Analysis

With updated land use and population projections being developed through the City's Comprehensive Plan, this task will translate anticipated growth into future water system demands. By combining historical trends with projected development patterns, we will develop defensible water demand forecasts that reflect realistic system use. These projections will be applied to the calibrated hydraulic model to evaluate how the system performs under future conditions and identify where infrastructure upgrades or

expansions will be needed. This process ensures that recommended improvements are directly tied to planned growth and future system demands.

Summary of Tasks:

1. Develop future water demand projections using:
    a. Historical demand trends
    b. Comprehensive Plan population projections
    c. Future land use and development assumptions
2. Allocate projected demands by service area, pressure zone, or development area
3. Develop planning scenarios including:
    a. Moderate and high growth conditions
    b. Development phasing scenarios
    c. Seasonal peak demand scenarios
4. Apply future demands to the calibrated hydraulic model
5. System Performance Evaluation: Evaluate system performance under future conditions, including:
    a. Pressure compliance and level of service
    b. Fire flow capacity
    c. Storage adequacy and equalization needs
    d. Pumping capacity and operational limitations
    e. Transmission system capacity and required upgrades
6. Deficiency Identification: Identify infrastructure limitations including:
    a. Undersized or constrained water mains
    b. Storage deficiencies
    c. Pumping and pressure zone limitations
    d. System redundancy and resiliency gap.

This effort will define future system demands and identify infrastructure improvements required to support planned growth and development.

Deliverables: Technical memorandum documenting demand projections, modeling scenarios, and recommended system capacity improvements

Task 4 – Master Plan Development, Comprehensive Plan Coordination, and DNR Plan Update

The final task will synthesize all technical analyses into coordinated planning documents that provide clear guidance for the City's future investments and decision-making. This effort will produce a comprehensive Water System Master Plan, a water-focused chapter for the City's Comprehensive Plan, and an updated DNR Water Supply Plan. These documents will align system recommendations with future development, regulatory requirements, and long-term sustainability goals. The result will be a cohesive, defensible roadmap that supports the City's continued growth while maintaining a reliable and resilient water system.

Summary of Tasks:

1. Capital Improvement Planning: Develop recommended system improvements including:
    a. Water main upgrades and expansions
    b. Storage improvements
    c. Pump station, High Service Pumping and pressure zone modifications
    d. System resiliency and redundancy improvements
2. Prepare planning-level cost estimates
3. Develop prioritization and implementation phasing
4. Water System Master Plan Update: Prepare a comprehensive Master Plan including:
    a. Existing system evaluation
    b. Demand projections

    c. Infrastructure needs and recommendations
    d. Develop figures, system maps, and supporting technical exhibits
5. Comprehensive Plan Coordination: Prepare a Water System Chapter for inclusion in the City's Comprehensive Plan
    a. Coordinate with the City's planning consultant to ensure:
        i. Consistency with land use and population projections
        ii. Alignment with future development planning
        iii. Summarize system impacts associated with future growth
6. DNR Water Supply Plan Update: Prepare updated documentation consistent with Minnesota DNR requirements, including:
    a. Demand projections and system capacity
    b. Water supply sources and sustainability
    c. Conservation measures and demand management
    d. Emergency preparedness and resiliency
7. Final Deliverables and Meetings: Provide draft and final reports for City review
8. Meet with City staff to review findings and recommendations
9. Present results to City Council or stakeholders, if requested

This task will provide the City with coordinated planning documents that guide long-term investment and be consistent with regulatory compliance.

Deliverables: Water System Master Plan report, Comprehensive Plan water chapter, DNR Water Supply Plan Update, and supporting figures, cost estimates, and implementation recommendations.

PROJECT SCHEDULE

SEH has the staff available to begin the project as soon as the City of Lakeville issues a Notice to Proceed. We anticipate initiating work in July 2026 and completing the Comprehensive Water Plan in coordination with the City's Comprehensive Plan efforts, with an expected completion by mid to late 2027, well in advance of the formal Comprehensive Plan deadline.

COMPENSATION

The enclosed task hour budget describes in detail how we will complete our report for an estimated not-to-exceed total fee of $75,400. Our fee includes reimbursable expenses. We will invoice the City of Lakeville monthly on an hourly basis for payment for our services. Monthly charges for services will include expenses.

Task		Hours	Total
Task 1	Model Update, Data Integration & Calibration	121	$ 22,000
Task 2	Existing System Evaluation	74	$ 13,200
Task 3	Demand Projections & Future Analysis	106	$ 18,400
Task 4	Master Plan, Comp Plan & DNR WSP	121	$ 21,800
	Estimated Project Totals	**422**	**$ 75,400**

GENERAL SERVICES AGREEMENT

This letter and the existing 2016 Professional Services Agreement between the City of Lakeville, MN, and SEH shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

CLOSURE

We appreciate the opportunity to provide the City of Lakeville with this proposal and are excited to continue in our efforts to provide you with exceptional water system modeling and master planning support. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have, so please call me at 218.855.1720. If this proposal is acceptable, please sign and return a copy of this proposal letter authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chad T. Katzenberger, PE
Project Manager

Enclosure
s:\ko\l\lakev\common\140631\2021 modeling letter proposal 102021.docx

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

Title: _____

Building a Better World for All of Us®

June 5, 2026

RE: City of Lakeville, Minnesota
Comprehensive Water Plan and Hydraulic Water Model Calibration Update
SEH No. P-LAKEV 190998 10.03

Mr. Zachary Johnson, PE
City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Zachary:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this proposal to the City of Lakeville for updating the City's sanitary sewer system model and prepare a Comprehensive Sanitary Sewer System Master Plan Update.

This work will support the City's ongoing Comprehensive Plan update by incorporating updated land use and population projections into system planning. Building on prior planning efforts, recent system improvements, and available modeling data, the scope will provide an updated evaluation of the City's sanitary sewer system.

The scope of work includes updating and calibrating the hydraulic model, evaluating existing system performance, developing future demand projections, and preparing coordinated planning documents.

WORK PLAN

Task 1 – Sanitary Sewer Model Update and Calibration

A reliable model is essential for planning and hydraulic capacity analysis. This task will update the model with current GIS data and system improvements, then calibrate it to accurately reflect flows and operational behavior. The final model will serve as a valuable tool for ongoing evaluation and design beyond this study.

Summary of Tasks:

1. Collect and review available background data including sewer mapping, GIS data, as-builts, existing and future land use and anticipated development areas.
2. Update the hydraulic model using the collected data.
3. Incorporate updated system features including:
    a. Sanitary manhole invert elevations
    b. Trunk sewer alignments
    c. Pumping systems and operational controls
    d. Recent capital improvements
4. Update system elevations using current topographic data
5. Field Testing and Calibration:
    a. Calibrate the model using field data and system operational records, including MCES flow meters.
6. Verify model performance

7. Conduct QA/QC review

The outcome of this task will be a fully updated and calibrated hydraulic model that accurately represents system operations and can be confidently used for planning and design.
Deliverables: Calibrated hydraulic model files, supporting documentation of calibration results, and technical memorandum summarizing methods and assumptions.

Task 2 – Existing System Evaluation and Lift Station Condition Assessment

This task will establish a clear, data-driven baseline of system performance and identify system constraints. We will also perform condition assessments at the City's 23 lift stations. The outcome of this task will be a comprehensive understanding of current system strengths and limitations, which will serve as the benchmark for evaluating future conditions.

Summary of Tasks:

1. Review existing system operations
2. Utilize the calibrated model to evaluate system constraints
3. Conduct lift station condition assessments
    a. Evaluate physical condition, operational performance, and regulatory compliance of each facility
    b. Analyze discharge monitoring reports
    c. Assumes 23 Lift stations
4. This task will provide a clear understanding of how the existing sewer system performs under current conditions and identify key limitations.

This task will establish a defensible baseline of current system performance and clearly identify operational and infrastructure limitations.
Deliverables: Technical memorandum summarizing existing conditions, lift station conditions and recommendations, system performance metrics, and identified constraints

Task 3 – System Capacity Limitations and Future System Needs Analysis

Using land use and population projections from the City's Comprehensive Plan, this task will convert expected growth into future sanitary sewer needs. We will analyze both historical wastewater flows and projected development to forecast sewer system demands. These forecasts will be tested in the hydraulic model to identify where upgrades or expansions are needed, ensuring recommended improvements match future sanitary sewer requirements.

Summary of Tasks:

1. Develop future wastewater flows using:
    a. Comprehensive Plan population projections
    b. Existing and proposed land use and development assumptions
2. Allocate projected demands by service area, pressure zone, or development area
3. Develop planning scenarios including:
    a. Moderate and high growth conditions
    b. Development phasing scenarios
    c. Seasonal peak demand scenarios
4. Apply future demands to the calibrated hydraulic model
5. System Performance Evaluation: Evaluate system performance under future conditions
    a. Sanitary sewer system capacity and required upgrades
    b. Pumping capacity and operational limitations
6. Identify infrastructure limitations

This effort will define future system demands and identify infrastructure improvements required to support

planned growth and development.

Deliverables: Technical memorandum documenting demand projections, modeling scenarios, and recommended system capacity improvements

Task 4 – Master Plan Development and Comprehensive Plan Coordination

The final task combines technical analyses into planning documents that guide the City's investments and decisions. This process will deliver a Sanitary Sewer System Master Plan and a sewer-focused chapter for the Comprehensive Plan. The result is a clear roadmap supporting the City's growth and a resilient sewer system.

Summary of Tasks:

1. Capital Improvement Planning: Develop recommended system improvements including:
    a. Sanitary sewer upgrades and expansions
    b. Lift station modifications
    c. System resiliency and redundancy improvements
2. Prepare planning-level cost estimates
3. Develop prioritization and implementation phasing
4. Sanitary Sewer System Master Plan Update: Prepare a comprehensive Master Plan including:
    a. Existing system evaluation
    b. Demand projections
    c. Infrastructure needs and recommendations
    d. Develop figures, system maps, and supporting technical exhibits
5. Comprehensive Plan Coordination: Prepare a Sanitary Sewer Collection System Chapter for inclusion in the City's Comprehensive Plan
    a. Coordinate with the City's planning consultant to ensure:
        i. Consistency with land use and population projections
        ii. Alignment with future development planning
        iii. Summarize system impacts associated with future growth
6. Final Deliverables and Meetings: Provide draft and final reports for City review
7. Meet with City staff to review findings and recommendations (assumes 2 virtual meetings)
8. Present results to City Council or stakeholders, if requested (assumes 1 virtual meeting)

This task will provide the City with coordinated planning documents that guide long-term investment and be consistent with regulatory compliance.

Deliverables: Sanitary Sewer Collection System Master Plan report, Comprehensive Plan Sanitary Sewer Collection chapter, and supporting figures, cost estimates, and implementation recommendations.

PROJECT SCHEDULE

SEH has the staff available to begin the project as soon as the City of Lakeville issues a Notice to Proceed. We anticipate initiating work in July 2026 and completing the Comprehensive Water Plan in coordination with the City's Comprehensive Plan efforts, with an expected completion by mid to late 2027, well in advance of the formal Comprehensive Plan deadline.

COMPENSATION

The enclosed task hour budget describes in detail how we will complete our report for an estimated not-to-exceed total fee of $83,200.00. Our fee includes reimbursable expenses. We will invoice the City of Lakeville monthly on an hourly basis for payment for our services. Monthly charges for services will include expenses.

Task		Hours	Total
Task 1	Model Update, Data Integration & Calibration	112	$ 18,000
Task 2	Existing System Evaluation and Lift Station Condition Assessment	140	$ 25,500
Task 3	System Capacity Limitations and Future System Needs Analysis	86	$ 13,600
Task 4	Master Plan Development and Comprehensive Plan Coordination	142	$ 26,100
	Estimated Project Totals	**422**	**$ 83,200**

GENERAL SERVICES AGREEMENT

This letter and the existing 2016 Professional Services Agreement between the City of Lakeville, MN, and SEH shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

CLOSURE

We appreciate the opportunity to provide the City of Lakeville with this proposal and are excited to continue in our efforts to provide you with exceptional sanitary sewer system modeling and master planning support. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have, so please email me at aprok@sehinc.com or call me at 763.760.3346. If this proposal is acceptable, please sign and return a copy of this proposal letter authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.





Amy Prok, PE
Project Manager

Miles B. Jensen, PE
Client Service Manager

Enclosure
\\sehinc.com\panzura\pzprojects\ko\l\lakev\common\p-190998 - 2026 comp plan sewer\lakeville comprehensive sanitary sewer plan and hydraulic model calibration update.docx

Accepted this ____ day of _____, 2026

CITY OF LAKEVILLE, MINNESOTA

By: _____

Title: _____

SRF Project No. 20337.PP

May 22, 2026

Jonathan Nelson, Assistant City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
jnelson@lakevillemn.gov

Subject: Proposal for Professional Services for Transportation Chapter of the 2050 Comprehensive Plan Update

Dear Mr. Nelson:

Based on your request, SRF Consulting Group, Inc. ("SRF") is pleased to submit this Proposal to provide professional services for to complete the Transportation Chapter of Lakeville's 2050 Comprehensive Plan.

Scope of Services

SRF proposed to carry out the work shown in Attachment A: Scope of Services.

Schedule

SRF will complete this work within a mutually agreed-upon time schedule. We intend to begin as soon as possible, and we understand that final comprehensive plans are due to the Met Council for review by December 31, 2028.

Basis of Payment/Budget

SRF proposes to be reimbursed for the Scope of Services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Any subconsultants will be paid on an hourly or a lump sum basis. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on SRF's understanding of the project and our Scope of Services, the estimated the cost for this Proposal is **$145,261.**

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, SRF will submit a budget request for the new work and will not begin work until you provide authorization.

Standard Terms and Conditions

The Master Agreement for Professional Engineering Services executed between the City of Lakeville and SRF Consulting Group, Inc. dated September 20, 2021, together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ADA Compliance

- The Contractor acknowledges that the City is required by the American Disabilities Act (ADA) to provide reasonable accommodations for people with disabilities. The Contractor will work with the City in order to provide for reasonable accommodations related to the Services provided by the Contractor under this Agreement.

- **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

Acceptance/Notice to Proceed

A signed copy of this Proposal, mailed or emailed to our office will serve as acceptance of this Proposal and SRF's notice to proceed. The primary contact is Chris Brown at cbrown@srfconsulting.com or 763.452.4832.

We appreciate your consideration of this Proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.





Chris Brown, AICP, PTP
Project Manager

Susan G. Miller, PE
Vice President

Approved: City of Lakeville

_____
(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.

Client: City of Lakeville

Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
1.0	**Project Management & Client Coordination** Assumptions: Virtual meetings										
1.1	Chris Brown will ensure the project remains on schedule and within scope and budget. General project management tasks include email correspondence, internal coordination, budget tracking, and progress reports.	8	-	16	-	-	-	-	18	42	$8,238.00
1.2	SRF will be available for check-ins with City staff once a month over the duration of the project. Assumes 16-month development process, including 16 virtual check-in meetings 1/2 hr each and prep time.	-	-	16	-	4	-	4	-	24	$4,672.00
1.3	SRF will facilitate meetings with the City of Lakeville and Dakota County to ensure the plan is appropriate coordinated (3 1-hour virtual meetings)	-	-	6	-	3	-	3	-	12	$2,202.00
1.4	SRF will coordinate with the City and HKGi to ensure the comprehensive and transportation plans are working in unison (4 1-hour virtual meetings)	-	-	8	-	4	-	4	-	16	$2,936.00
	SRF Deliverables: Monthly progress reports (with invoices), Meeting notes										
	SUBTOTAL - TASK 1	**8**	**0**	**46**	**0**	**11**	**0**	**11**	**18**	**94**	**$18,048.00**
2.0	**Roadways** Assumptions: This task will be closely coordinated with Task 11 (Transportation Analysis Zone (TAZ) and Use of Met Council Model). Time to coordinate and/or meet with agency partners (Dakota County, MnDOT) to obtain data and information has been accounted for in this task.										
2.1	SRF will describe and map the roadway functional classification in the community. Identification of all classifications will be provided: Principal Arterials, Minor Arterials, Major Collectors, Minor Collectors, and Local roadways	-	-	1	2	-	1	1	-	5	$878.00
2.2	SRF will describe and map existing and proposed number of traffic lanes (principal and minor arterial system)	-	-	1	2	-	1	1	-	5	$878.00
2.3	SRF will describe and map the existing and projected traffic volumes (principal and minor arterial system)	-	-	1	2	-	1	1	-	5	$878.00
2.4	SRF will describe and map the following funded and planned investments outlined in the Imagine 2050 TPP Highway Investment Plan (planned projects are within the 2050 fiscally constrained plan). The vision and under study managed lane projects and vision targeted regional capacity projects will be included. -Figure 9: Regional Mobility Investments: Interchanges -Figure 10. Regional Mobility Investments: Managed Lanes -Figure 11. Regional Mobility Investments: Targeted Regional Capacity	-	-	4	-	2	-	4	-	10	$1,736.00
2.5	SRF will incorporate and describe recommendations from local corridor studies and identify any opportunities to complete or update existing corridor studies documented as priority tiered intersection locations in the Intersection Mobility and Safety Study.	-	-	2	-	8	-	16	-	26	$3,906.00
2.6	SRF will include a safety analysis that includes an analysis of crash trends, data and safety needs by mode and crash severity from the most recent 5 years of available data to prioritize future investments to reduce deaths and serious injuries using a Safe Systems Approach. Our team will identify any high priority transportation corridors and locations in the community to reduce fatalities and serious injuries.	-	-	4	-	16	-	40	-	60	$8,884.00
2.7	SRF will include an analysis of streets that are candidates for right-sizing for the purposes of Complete Streets and roadway safety, including a map of these candidate corridors.	-	-	4	-	8	-	8	-	20	$3,268.00
2.8	SRF will incorporate Complete Streets principles into roadway content.	-	-	2	-	2	-	2	-	6	$1,034.00
	SRF Deliverables: Draft roadways element.										
	SUBTOTAL - TASK 2	**0**	**0**	**19**	**6**	**36**	**3**	**73**	**0**	**137**	**$21,462.00**

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
3.0	**Transit** Assumptions: Time to coordinate and/or meet with Metro Transit to obtain data and information has been accounted for in this task.										
3.1	SRF will identify, describe and map the community's identified transit market area(s). Our team will include a discussion of the community's relationship with the transit market area(s).	-	-	1	-	1	-	2	-	4	$651.00
3.2	SRF will identify, describe and map the transit system located in the community. Our team will include the following features: • Local transit services and demand response (including dial-a-ride, microtransit) services • The existing and planned transit centers and park and rides • The existing and planned transit advantages	-	-	1	-	1	-	2	-	4	$651.00
3.3	SRF will identify areas of known planned transit service expansion, working with transit provider(s) and identify desired transit expansion corridors or areas based on the City's land use plan.	-	-	1	-	1	-	2	-	4	$651.00
3.4	SRF will describe and address multimodal access needs to transit services within the community. Our team will include a description of pedestrian access routes to transitway stations, local bus stops and other transit facilities. This may be included in the transit element or in the pedestrian element of the plan (depending on City preference).	-	-	1	-	1	-	2	-	4	$651.00
3.5	SRF will describe the community's role and responsibilities with regard to the transitway development process.	-	-	1	-	1	-	2	-	4	$651.00
3.6	SRF will describe and map the transitway alignment and stations and identify the alignments by transit service type (LRT, Dedicated BRT, Commuter Rail, Highway BRT, Arterial BRT).	-	-	1	-	1	-	2	-	4	$651.00
3.7	SRF will incorporate Complete Streets principles into transit content.	-	-	2	-	2	-	2	-	6	$1,034.00
	SRF Deliverables: Draft transit element.										
	SUBTOTAL - TASK 3	**0**	**0**	**8**	**0**	**8**	**0**	**14**	**0**	**30**	**$4,940.00**
4.0	**Biking** Assumptions: Time to coordinate and/or meet with agency partners (Met Council, Dakota County) to obtain data and information has been accounted for in this task.										
4.1	SRF will describe and map the full local existing and planned bike network. Our team will ensure networks are coordinated across jurisdictions. Include the following information: -Identify local bikeway connections to transit facilities. -Describe plans, strategies or policies to address connectivity gaps in the bike network that improve accessibility and safety.	-	-	2	2	-	4	-	-	8	$1,402.00
4.2	SRF will show all tier 1 and tier 2 RBTN corridors and alignments.	-	-	1	-	1	-	4	-	6	$919.00
4.3	SRF will show the relationships between the RBTN and local bike network including all existing and planned connections.	-	-	2	-	2	-	4	-	8	$1,302.00
4.4	SRF will include locations of regional destinations as shown on the RBTN map within your community. Include any locally identified activity centers in your community.	-	-	2	-	2	-	4	-	8	$1,302.00
4.5	SRF will review RBTN corridors to determine whether there is an existing or planned bicycle facility alignment that may be designated as the RBTN alignment (to replace the corridor). Our team will describe and map the existing and/or planned bike facility alignment(s) proposed for RBTN designation as a dashed line. This task includes coordination with Met Council staff.	-	-	2	-	2	-	4	-	8	$1,302.00
4.6	SRF will describe and map regional bicycle barriers (i.e., freeways, railroad corridors, rivers and streams) and discuss how to address the need to provide new or improved crossings of regional bicycle barriers.	-	-	2	-	2	-	4	-	8	$1,302.00
4.7	SRF will work with the City to prioritize short- and medium-term bicycle projects and schedule annual funding for these projects	-	-	2	-	8	-	12	-	22	$3,370.00
4.8	SRF will incorporate Complete Streets principles into bicycle content.	-	-	2	-	2	-	2	-	6	$1,034.00
	SRF Deliverables: Draft biking element.										
	SUBTOTAL - TASK 4	**0**	**0**	**15**	**2**	**19**	**4**	**34**	**0**	**74**	**$11,933.00**

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.

Client: City of Lakeville

Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
5.0	**Pedestrian** Assumptions: Time to coordinate and/or meet with agency partners (Met Council, Dakota County) to obtain data and information has been accounted for in this task.										
5.1	SRF will describe community pedestrian system needs in a manner that responds to the Met Council community designation.	-	-	2	-	2	-	6	-	10	$1,570.00
5.2	SRF will describe plans, strategies or policies to address connectivity gaps in the pedestrian network that improve accessibility and safety. Our team will identify if Safe Routes to School plans have been done for schools in the community.	-	-	2	-	2	-	6	-	10	$1,570.00
5.3	SRF will map the existing pedestrian network.	-	-	1	2	-	2	-	-	5	$891.00
5.4	SRF will identify and map locally developed pedestrian priority networks or areas, as applicable.	-	-	2	2	4	2	4	-	14	$2,308.00
5.5	SRF will work with the City to prioritize short- and medium-term pedestrian projects and schedule annual funding for these projects	-	-	2	-	10	-	16	-	28	$4,238.00
5.6	SRF will incorporate Complete Streets principles into pedestrian content.	-	-	2	-	2	-	2	-	6	$1,034.00
	SRF Deliverables: Draft pedestrian element.										
	SUBTOTAL - TASK 5	**0**	**0**	**11**	**4**	**20**	**4**	**34**	**0**	**73**	**$11,611.00**
6.0	**Freight** Assumptions: Time to coordinate and/or meet with agency partners (Dakota County, MnDOT, Met Council) to obtain data and information has been accounted for in this task.										
6.1	SRF will identify and map railways, barge facilities and truck or intermodal freight terminals within your community (we will refer to designated freight nodes on the Metropolitan Freight System map). Our team will include other important nodes that may generate freight movement, such as industrial parks, warehouses or distribution centers and large shopping areas.	-	-	1	-	1	-	4	-	6	$919.00
6.2	As available from MnDOT or other sources, SRF will include heavy commercial annual average truck volumes on the Principal Arterial and Minor Arterial network within your community.	-	-	1	-	1	-	4	-	6	$919.00
6.3	SRF will identify, describe and map any local roadway issues or problem areas for goods movement, such as weight-restricted roads or bridges, bridges with insufficient height or width clearances, locations with unprotected road crossings of active rail lines, or intersections with inadequate turning radii.	-	-	2	-	1	-	4	-	7	$1,136.00
	SRF Deliverables: Draft freight element.										
	SUBTOTAL - TASK 6	**0**	**0**	**4**	**0**	**3**	**0**	**12**	**0**	**19**	**$2,974.00**
7.0	**Travel Demand Management** Assumptions: Includes minimum requirements to meet TDM needs documentation										
7.1	SRF will describe and document existing local travel demand management policies, ordinances or practices, as applicable. Our team will include any activities or plans to collaborate with regional TDM partners on outreach and promotional activities that support sustainable travel choices.	-	-	16	-	4	-	4	-	24	$4,672.00
	SRF Deliverables: Draft travel demand management element.										
	SUBTOTAL - TASK 7	**0**	**0**	**16**	**0**	**4**	**0**	**4**	**0**	**24**	**$4,672.00**

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.

Client: City of Lakeville

Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
8.0	**Aviation** Assumptions: Includes minimum requirements to meet aviation needs documentation										
8.1	Identify policies that protect regional airspace from obstructions	-	-	1	-	-	-	2	-	3	$485.00
8.2	Describe the existing and future functional and operational characteristics for any airport in the compatibility area	-	-	1	-	-	-	2	-	3	$485.00
8.3	Identify policies that protect regional airspace from obstructions	-	-	1	-	-	-	2	-	3	$485.00
	SRF Deliverables: Draft aviation element.										
	SUBTOTAL - TASK 8	**0**	**0**	**3**	**0**	**0**	**0**	**6**	**0**	**9**	**$1,455.00**
9.0	**Equity and Inclusion** Assumptions: Includes minimum requirements to meet equity and inclusion needs documentation										
9.1	SRF will describe status of the City's Americans with Disabilities Act (ADA) transition plan or self-evaluation for public rights of way. Our team will identify when it was last updated, any identified target date for compliance, and strategies used to monitor implementation progress and make updates.	-	-	2	-	2	-	2	-	6	$1,034.00
	SRF Deliverables: Draft equity and inclusion element.										
	SUBTOTAL - TASK 9	**0**	**0**	**2**	**0**	**2**	**0**	**2**	**0**	**6**	**$1,034.00**
10.0	**Climate and Natural Systems** Assumptions: Includes minimum requirements to meet climate and natural systems needs documentation										
10.1	SRF will include an acknowledgement of state designated targets for statewide vehicle miles traveled (VMT) reduction and greenhouse gas (GHG) emission reductions for the seven county metro region. Our team will identify plans, policies or strategies to reduce per capita VMT and total transportation-related GHG emissions in the community to meet state statutes on reduction targets.	-	-	12	-	4	-	-	-	16	$3,268.00
	SRF Deliverables: Draft climate and natural systems element.										
	SUBTOTAL - TASK 10	**0**	**0**	**12**	**0**	**4**	**0**	**0**	**0**	**16**	**$3,268.00**

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
11.0	**Transportation Analysis Zone (TAZ) and Use of Met Council Model** Assumptions: The forecasts published by the Met Council will be used. As a result, the TAZ table will not be replicated in the Transportation Chapter. This task also includes coordination with Met Council to revise TAZ tables.										
11.1	The SRF team will leverage the 2050 Metropolitan Council Activity Based Model (ABM) to verify the TAZ information within the 2050 Socio-Economic Data (SED) is consistent with the 2040 SED and the anticipated changes as noted in the RFP. SRF will also coordinate with Met Council if revisions need to be made to the TAZ information.	-	16	-	4	-	-	-	-	20	$4,696.00
11.2	As part of the travel demand modeling task, SRF will produce GIS based maps including but not limited to existing and future Average Annual Daily Traffic (AADT) on key roadways within the city and a GIS based map highlighting anticipated capacity issues.	-	4	-	8	-	-	-	-	12	$2,504.00
11.3	As noted in the RFP, SRF will also confirm/eliminate recommendations in the 2040 Transportation plan based on the capacity issues map.	-	16	-	4	-	-	-	-	20	$4,696.00
11.4	The culmination of SRF's work will be summarized and documented as part of the transportation plan. This will be coordinated with the Roadway Element.	-	4	-	16	-	-	-	-	20	$4,024.00
	SRF Deliverables: Draft TAZ-related elements (may be combined with roadway element).										
	SUBTOTAL - TASK 11	**0**	**40**	**0**	**32**	**0**	**0**	**0**	**0**	**72**	**$15,920.00**
12.0	**Implementation Plan** Assumptions: The City will provide supporting documents and data.										
12.1	Develop a list of performance measures to track and monitor the transportation system over the next 20+ years	-	4	2	-	-	-	8	-	14	$2,490.00
12.2	Develop a priority list of needs and investments. Program project priorities into three timeframes (e.g. short-term (0-5 years), mid-term (6-10 years), and long-term (11+20+ years)	-	4	8	-	-	-	24	-	36	$5,936.00
12.3	Develop planning-level cost estimates as appropriate , compared against financial forecasts and funding	-	4	-	-	32	-	-	-	36	$6,296.00
12.4	Identify potential funding mechanisms	-	4	2	-	8	-	2	-	16	$3,014.00
12.5	Develop GIS-based dashboard to display information	-	10	8	60	8	16	8	-	110	$20,348.00
	SRF Deliverables: GIS-based dashboard and associated documentation.										
	SUBTOTAL - TASK 12	**0**	**26**	**20**	**60**	**48**	**16**	**42**	**0**	**212**	**$38,084.00**

Scope of Work, Hours, and Fee

SRF Consulting Group, Inc.

Client: City of Lakeville

Project: Transportation Chapter

Work Tasks and Person-Hour Estimates

20337.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	SUPPORT	TOTALS	EST. FEE
13.0	**Document Compilation and Drafting** Assumptions: Goals and strategies to be developed through the preparation of each element as detailed in this proposal. SRF staff will provide the city with an initial understanding of the goals and policies relative to their 2050 TPP alignment, previous goal/policy statements, and our past experiences.										
13.1	SRF to coordinate with City staff to incorporate public comment into the draft Chapter.	-	-	2	2	2	-	8	-	14	$2,218.00
13.2	SRF will compile all elements of the Chapter together in a format consistent with other chapters of the City's comprehensive plan update.	2	-	2	2	2	-	8	-	16	$2,712.00
13.3	SRF will be available to respond to and update elements of the Chapter based on Met Council review.	-	-	2	2	2	-	8	-	14	$2,218.00
13.4	SRF will create a final draft that is ADA-accessible and compatible with print and/or online use as needed by the City.	2	-	2	2	2	-	8	-	16	$2,712.00
	SRF Deliverables: Draft and Final Transportation Chapter provided in an editable format (e.g. word document). Comment-response tables and GIS files/map packages.										
	SUBTOTAL - TASK 13	**4**	**0**	**8**	**8**	**8**	**0**	**32**	**0**	**60**	**$9,860.00**
	TOTAL ESTIMATED PERSON-HOURS	**12**	**66**	**164**	**112**	**163**	**27**	**264**	**18**	**826**	
	AVERAGE HOURLY BILLING RATE	$247.00	$246.00	$217.00	$190.00	$166.00	$147.00	$134.00	$155.00		
	ESTIMATED LABOR AND OVERHEAD	$2,964.00	$16,236.00	$35,588.00	$21,280.00	$27,058.00	$3,969.00	$35,376.00	$2,790.00		$145,261.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES										$0.00
	TOTAL ESTIMATED FEE										**$145,261.00**

Date: 6/15/2026

Authorize Grant Agreements with Dakota County for 2026 Aquatic Invasive Species Management Activities

Proposed Action

Staff recommends adoption of the following motion: Move to approve Grant Agreements with Dakota County for 2026 Aquatic Invasive Species Management Activities.

Overview

Dakota County operates an annual grant program to incentivize local Aquatic Invasive Species (AIS) prevention and management efforts across the County. The City submitted applications for 2026 AIS activities focused on lake management and was awarded funding for:

- Level 1 Watercraft Inspections at Casperson Park (Lake Marion) and Orchard Lake Park (Orchard Lake). These inspections are a tool for preventing the spread of AIS and will be coordinated by Dakota County.
- AIS monitoring and surveying on Lake Marion, Orchard Lake, Kingsley Lake, and East Lake. This work tracks lake health and informs future management strategies.

The total estimated cost of the 2026 AIS management activities is $42,277.00. The County's AIS grants will reimburse the City $36,574.00, consistent with the terms outlined in the Agreements. The City's estimated net cost is $5,703.00.

Grant Agreements (Dakota County Contract Nos. DCA24176 and DCA24178) are attached. Exhibit A (Dakota County AIS Grant Program Application), Exhibit B (City Applications), Exhibit C (Award Letters), and Exhibit D (Insurance Terms) are available for review in the Engineering Division.

Supporting Information

1. Dakota County Contract DCA24176
2. Dakota County Contract DCA24178

Financial Impact: $42,277.00 **Budgeted:** Yes **Source:** Utility Fund - Env. Resources
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Maria Friedges, Environmental Resources Specialist

AQUATIC INVASIVE SPECIES AID GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and the City of Lakeville (City).

RECITALS

WHEREAS, under Minn. Stat. §§ 373.01 and 477A.19 the County is empowered to enter into this Agreement;

WHEREAS, the County has received an appropriation from the State of Minnesota for Aquatic Invasive Species (AIS) Prevention Aid;

WHEREAS, pursuant to Minnesota Statute Section 477A.19, the County has authority to coordinate programs to manage and prevent the growth of aquatic invasive species with local units of government, soil and water conservation districts, watershed districts, or lake associations, in the County; and

WHEREAS, the City of Lakeville has proposed 2026 Aquatic Invasive Species Management Activities.

WHEREAS, the City agrees to perform AIS Management Activities described in this Agreement to the satisfaction of the County;

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the City agree as follows:

AGREEMENT

1. **Parties.** The parties to this Agreement are the County and City, collectively referred to as the "parties".

2. **Effective Date and Term.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall be in effect from May 1, 2026, through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

3. **Purpose.** The purpose of this Agreement is to identify cooperative activities of the parties through which the County will disburse Dakota County AIS Prevention Aid to the City for Aquatic Invasive Species prevention activities that are consistent with the County's 2026-2030 Aquatic Invasive Species Plan.

4. **City Obligations.**

   A. City shall provide the Surveying and Monitoring of AIS on Lakeville Lakes activities identified on the City's proposal attached hereto as Exhibit A and as authorized by the County's grant application approval attached as Exhibit B, both of which are incorporated herein by reference (the "AIS Management Activities").

B. The City shall provide a cash match, in-kind contribution or combination thereof, demonstrating direct support to implement and complete the AIS Management Activities as shown on Exhibit A.

C. The City shall acknowledge funding or services provided by the County in any promotional materials, signage, reports, publications, notices, or presentations related to activities conducted under this Agreement. This section shall survive the expiration or termination of this Agreement.

5. **County Funding Obligation.** The County agrees to reimburse the City in an amount not to exceed $13,463.00 for costs incurred in conducting the AIS Management Activities. Reimbursement will be made only for those activities completed during the Agreement term and in conformance with this Agreement and Minn. Stat. § 477A.19. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of Aquatic Invasive Species Aid allocated to the County from the State may result in a like reduction to the City.

6. **Reimbursement from the County.**

A. The City may claim reimbursement for expenditures incurred in connection with the performance of the AIS Management Activities that are eligible for reimbursement in accordance with this Agreement.

B. The County will reimburse the City for authorized expenditures within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by December 15, 2026. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the amounts are consistent with the funds requested in the City's proposal attached as Exhibit A, that the City has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

C. All requests for reimbursement shall be made to:

Dakota County Environmental Resources Department
Attn: Ben Hoyt
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: ben.hoyt@co.dakota.mn.us

7. **Performance Reporting**. Following completion of the AIS Management Activities and prior to December 15, 2026, the City shall submit a report to the County providing the information required by the County under the County's Aquatic Invasive Species Grant Program Guidelines. Timely submission of a completed report shall be a condition precedent to final payment of the City's reimbursement requests pursuant to this Agreement.

8. **Authorized Representatives.** The following named persons are designated as 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 Representatives shall have only the authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

For the County:	For the Grantee:
Nikki Stewart, or successor, Director Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124 Telephone: 952-891-7554 Email: nikki.stewart@co.dakota.mn.us	Luke Hellier or successor, Mayor City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044 Telephone: 952-985-4410 Email: lhellier@lakevillemn.gov

In addition, notification to the County or the City regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

9. **Indemnification and Insurance.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The City agrees to require all contractors or subcontractors hired to perform any work to complete the Services on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the provisions of services under this Agreement. Each party warrants that they will carry minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program.

10. **Government Data Practices.** All data collected, created, received, maintained, or disseminated for any purpose in the course of the City's performance of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing the Act, as well as other applicable State statutes and Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations and as the same may be amended from time to time.

11. **Use of Contractors**. The City may engage contractors to perform 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.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

(1) The contractor must maintain all records and provide all reporting as required by this Agreement.

(2) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising

out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

(3) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and Incorporated as Exhibit C, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.

(4) The contractor must be an independent contractor for the purposes of completing the contracted work.

(5) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.

(6) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

12. Assignment, Amendments, Waiver and Complete Agreement.

A. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

B. Amendments. Any amendment to this Agreement must be in writing and executed by the parties.

C. Waiver. If the County 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.

D. Agreement Complete. This Agreement and exhibits contain all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

13. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

14. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be

considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

15. **Governing Law, Jurisdiction and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

16. **Nondiscrimination**. The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

17. **Compliance with the Law**. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

18. **Default and Remedies**.

A. **Events of Default**. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.

B. **Notice of Event of Default and Opportunity to Cure**. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take, and the schedule required to cure the event of default.

C. **Remedies**. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

1. The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

2. The County may enforce any additional remedies it may have in law or equity.

3. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by

certified mail or personal delivery to the Authorized Representative of the other party. For purposes of termination and default, all days are calendar days.

19. **Non-Appropriation**. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

If the Agreement is terminated due to lack of funding from the State, the City shall only be entitled to the actual cost of Services rendered up to the date of termination. Alternatively, and in the County's sole discretion, if payment from the State to the County is decreased, the Parties may negotiate a decrease in the amount of AIS Management Activities to be provided under this Agreement and reduce the amount of funding to be provided by the County accordingly. Any such agreement to reduce AIS Management Activities and County funding obligations shall be incorporated into this Agreement by written amendment. The City agrees that the County's decision not to terminate shall be sufficient consideration for any modification of the Agreement.

20. **Compliance with DNR requirements.**

A. Prior to conducting authorized watercraft inspections at water accesses, City must execute a Delegation Agreement with the Minnesota Department of Natural Resources (DNR).

B. City must obtain a permit from the DNR prior to conducting invasive aquatic plant management activities.

21. **Severability**. Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

22. **Survival of terms.** The following clauses survive the expiration or termination of this Agreement: 4.C. Publicity; 9. Indemnification; 10. Government Data Practices; 13. Audits; 15. Governing Law, Jurisdiction and Venue.

23. **Electronic Signatures**. Each party agrees that 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.

Remainder of page intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature:
_____

FOR THE CITY
(We represent and warrant that we are authorized by law to execute this contract and legally bind the City.)

By: _____
Luke Hellier, Mayor

Date of signature: _____

Dakota County Resolution Number: 25-578

AQUATIC INVASIVE SPECIES AID GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and the City of Lakeville (City).

RECITALS

WHEREAS, under Minn. Stat. §§ 373.01 and 477A.19 the County is empowered to enter into this Agreement;

WHEREAS, the County has received an appropriation from the State of Minnesota for Aquatic Invasive Species (AIS) Prevention Aid;

WHEREAS, pursuant to Minnesota Statute Section 477A.19, the County has authority to coordinate programs to manage and prevent the growth of aquatic invasive species with local units of government, soil and water conservation districts, watershed districts, or lake associations, in the County; and

WHEREAS, the City of Lakeville has proposed 2026 Aquatic Invasive Species Management Activities.

WHEREAS, the City agrees to perform AIS Management Activities described in this Agreement to the satisfaction of the County;

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the City agree as follows:

AGREEMENT

1. **Parties.** The parties to this Agreement are the County and City, collectively referred to as the "parties".

2. **Effective Date and Term.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall be in effect from May 1, 2026 through December 31, 2026, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

3. **Purpose.** The purpose of this Agreement is to identify cooperative activities of the parties through which the County will disburse Dakota County AIS Prevention Aid to the City for Aquatic Invasive Species prevention activities that are consistent with the County's 2026-2030 Aquatic Invasive Species Plan.

4. **City Obligations.**

A. City shall provide the AIS Watercraft Inspections on Lake Marion and Orchard Lake activities identified on the City's proposal attached hereto as Exhibit A and as authorized by the County's grant application approval attached as Exhibit B, both of which are incorporated herein by reference (the "AIS Management Activities").

B. The City shall provide a cash match, in-kind contribution or combination thereof, demonstrating direct support to implement and complete the AIS Management Activities as shown on Exhibit A.

C. The City shall acknowledge funding or services provided by the County in any promotional materials, signage, reports, publications, notices, or presentations related to activities conducted under this Agreement. This section shall survive the expiration or termination of this Agreement.

5. County Funding Obligation. The County agrees to reimburse the City in an amount not to exceed $23,111.00 for costs incurred in conducting the AIS Management Activities. In its discretion, the County may provide initial funding for the full AIS Management Activities in the amount of $24,327.00, provided that if it does so, the City shall reimburse the County for its required matching share in the amount of $1,216.00 no later than December 1, 2026. Reimbursement will be made only for those activities completed during the Agreement term and in conformance with this Agreement and Minn. Stat. § 477A.19. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of Aquatic Invasive Species Aid allocated to the County from the State may result in a like reduction to the City.

6. Reimbursement from the County.

A. The City may claim reimbursement for expenditures incurred in connection with the performance of the AIS Management Activities that are eligible for reimbursement in accordance with this Agreement.

B. The County will reimburse the City for authorized expenditures within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by December 15, 2026. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the amounts are consistent with the funds requested in the City's proposal attached as Exhibit A, that the City has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

C. All requests for reimbursement shall be made to:

Dakota County Environmental Resources Department
Attn: Ben Hoyt
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: ben.hoyt@co.dakota.mn.us

7. Performance Reporting. Following completion of the AIS Management Activities and prior to December 15, 2026, the City shall submit a report to the County providing the information required by the County under the County's Aquatic Invasive Species Grant Program Guidelines. Timely submission of a completed report shall be a condition precedent to final payment of the City's reimbursement requests pursuant to this Agreement.

8. Authorized Representatives. The following named persons are designated as 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 Representatives shall have only the authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the

following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

For the County:	For the Grantee:
Nikki Stewart, or successor, Director Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124 Telephone: 952-891-7554 Email: nikki.stewart@co.dakota.mn.us	Luke Hellier or successor, Mayor City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044 Telephone: 952-985-4410 Email: lhellier@lakevillemn.gov

In addition, notification to the County or the City regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

9. **Indemnification and Insurance.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The City agrees to require all contractors or subcontractors hired to perform any work to complete the Services on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the provisions of services under this Agreement. Each party warrants that they will carry minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program.

10. **Government Data Practices.** All data collected, created, received, maintained, or disseminated for any purpose in the course of the City's performance of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing the Act, as well as other applicable State statutes and Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations and as the same may be amended from time to time.

11. **Use of Contractors**. The City may engage contractors to perform 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.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

(1) The contractor must maintain all records and provide all reporting as required by this Agreement.

(2) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

(3) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and Incorporated as Exhibit C, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.

(4) The contractor must be an independent contractor for the purposes of completing the contracted work.

(5) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.

(6) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

12. Assignment, Amendments, Waiver and Complete Agreement.

A. **Assignment**. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

B. **Amendments**. Any amendment to this Agreement must be in writing and executed by the parties.

C. **Waiver**. If the County 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.

D. **Agreement Complete**. This Agreement and exhibits contain all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

13. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

14. **Relationship of the Parties**. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

15. **Governing Law, Jurisdiction and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

16. **Nondiscrimination**. The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature:
_____

FOR THE CITY
(We represent and warrant that we are authorized by law to execute this contract and legally bind the City.)

By: _____
Luke Hellier, Mayor

Date of signature: _____

Dakota County Resolution Number: 25-578

Date: 6/15/2026

Resolution Authorizing the Purchase of Information Screens for the Police Department Real Time Information Center (RTIC)

Proposed Action

Staff recommends adoption of the following motion:

Move to approve the Resolution authorizing the purchase of two 110-inch information screens and associated components to create a glass information wall in the Police Department's Real Time Information Center (RTIC).

Overview

The Police Department has identified a need to purchase two Philips Unite AIO LED displays and the necessary supporting components at a total cost of $51,572.11 to enhance the capabilities of the Department's Real Time Information Center (RTIC). Although this purchase was not included in the approved 2026 budget, the Department proposes funding the acquisition through the reprioritization of existing 2026 capital funds.

Delivery of the displays is expected within 8 to 12 weeks. Once received, installation and build-out are anticipated to take approximately two weeks, with project completion expected in October 2026.

To accommodate this purchase within the existing 2026 capital budget, the Department proposes delaying the replacement of two vehicles and related equipment. In addition, advancements in portable radio technology and the need to maintain consistency in radio models across the Department have resulted in a revised replacement schedule. Portable radio replacements will now occur at the end of 2027 and early 2028. These adjustments allow the information wall project to proceed without increasing the overall 2026 capital budget.

The City's Purchasing Policy requires City Council authorization for purchases exceeding $20,000. While this project was not specifically included in the approved 2026 budget, it can be accommodated within the Police Department's existing capital budget through the postponement of other planned vehicle and equipment replacement.

Total Project Cost: $51,572.11

Supporting Information

1. Incident Command Center - Video Wall (220 - 329)_Rev1

Financial Impact: $51,572.11 **Budgeted:** Yes **Source:** Reprioritization of existing 2026 capital funds.
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Brad Paulson, Chief of Police

Proposal

Incident Command Center - Video Wall (220" - 32:9)

Lakeville Police Department

9237 183rd St
Lakeville, MN 55044 USA

Presented By:

AVSi
141 Cheshire Lane N
Suite #100
Minneapolis, MN 55441 United States
(952) 999-4500
www.goavsi.com

Modified: 5/27/2026
Revision: 1

Incident Command Center

Video Wall System



2 **Crestron Electronics**

DM Lite 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable



2 C2G

6ft (1.8m) C2G Core Series High Speed HDMI Cable with Ethernet - 4K 60Hz



150 Crestron Electronics

DigitalMedia Ultra Cable, CAT7 Plenum Type CMP (Black)



4 Crestron Electronics

Connectors for DigitalMedia Ultra Cables



2 Crestron Electronics

DM Lite 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable



1 **NovaStar**

2RU Splicing LED Processor w/ (2) 4-Input HDMI Cards



8 C2G

10ft (3m) C2G Performance Series Ultra Flexible High Speed HDMI Cable - 4K 60Hz In-Wall, CMG (FT4) Rated



1 NovaStar

H-Series 2 x Audio Input +2 x Audio Output Card



2 **Phillips**

Unite AIOLED Display with Wall Mount and Cables, 110"

Video Wall System Total: **$41,128.48**

Audio System



2 **JBL Professional**

Two-Way 6.5" Coaxial Ceiling Loudspeaker, White

100 Windy City Wire

16/2 Speaker Cable, Plenum, Black



1 **JBL Professional**

2 x 80W DriveCore Amplifier, Fanless, 4ohm/8ohm/70V/100V, 1U Half-Rack, Mounting kit

Audio System Total: **$1,531.88**

AV Control System



1 **Crestron Electronics**

4-Series Control System



1 **Crestron Electronics**

10.1 in. Tabletop Touch Screen, Government Version

AV Control System Total: **$4,327.46**

Wireless Presentation System



1 **Barco Commercial**

[Owner Furnished Equipment] - ClickShare C-10 Gen2 - US version with 1 Button

Wireless Presentation System Total: **$188.31**

HDMI/USB-C Table Input (Existing Table)



1 **Crestron Electronics**

DM Lite 4K60 4:4:4 Transmitter and 4x1 Auto-Switcher for HDMI and USB-C DisplayPort Signal Extension over CATx Cable



75 Crestron Electronics

DigitalMedia Ultra Cable, CAT7 Plenum Type CMP (Black)



2 Crestron Electronics

Connectors for DigitalMedia Ultra Cables



1 Crestron Electronics

DM Lite 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable

HDMI/USB-C Table Input (Existing Table) Total: **$2,228.06**

3rd Display Integration



1 **Crestron Electronics**

DM Lite 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable



1 C2G

6ft (1.8m) C2G Core Series High Speed HDMI Cable with Ethernet - 4K 60Hz



50 Crestron Electronics

DigitalMedia Ultra Cable, CAT7 Plenum Type CMP (Black)



2 Crestron Electronics

Connectors for DigitalMedia Ultra Cables



1 Crestron Electronics

DM Lite 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable



1 **NovaStar**

H-Series 4 x HDMI Output Card

3rd Display Integration Total:	**$2,167.92**
Incident Command Center Total:	**$51,572.11**
Project Subtotal:	**$51,572.11**

Project Summary

Total Installation Price:	**$51,572.11**
Grand Total:	**$51,572.11**

Client:	**Jeff Hanson**	**Date**
Contractor:	**AVSi**	**Date**

* Price Includes Accessories

Date: 6/15/2026

Proposal from Braun Intertec for Special Inspection and Testing Services for East Community Park Phase II: CIP #25-20

Proposed Action

Staff recommends adoption of the following motion: Move to approve proposal from Braun Intertec for Special Inspection and Testing Services for East Community Park Phase II: CIP #25-20.

Overview

The construction of East Community Park Phase II is the final project that was approved as part of the 2021 Park Bond Referendum. The project includes items such as the construction of a park shelter with restrooms, playground structure, fishing docks and scenic overlooks, kayak launch and storage and other amenities.

With all of these components, special inspection and testing services for items such as soil, concrete, structural masonry and steel, paving and structural wood and wind resistance are necessary. Braun Intertec has provided a proposal to complete these services at an estimated cost of $66,223.00. The services they provide will be under the terms of the Master Service Agreement Between Braun Intertec and the City of Lakeville, dated September 20, 2021.

Supporting Information

1. Braun Intertec East Community Park Phase II Proposal

Financial Impact: $66,223.00 **Budgeted:** Yes **Source:** Park Bond Referendum
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Joe Masiarchin, Parks and Recreation Director

May 29, 2026 Proposal 10011131_001

Joseph Masiarchin
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Proposal for Special Inspection and Testing Services
East Community Park
16700 Pilot Knob Rd
Lakeville, Minnesota

Dear Mr. Masiarchin:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide special inspections and testing services for East Community Park project in Lakeville, Minnesota.

We have completed the geotechnical evaluation (Project B2508000) for this site, so we have a good understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of the Project

We understand this project will include improvements to the existing East Community Park located at 16700 Pilot Knob Road in Lakeville, Minnesota. These improvements will include:

- New parking lot and bituminous entrance drive lane
- Two stormwater infiltration basins
- New park shelter with attached bathrooms
- An overlook structure
- A new playground structure
- A new pedestrian bridge
- Concrete pedestrian paths and flatwork
- A new retaining wall
- Four fishing docks

- Kayak launch
- Site utilities

The park structure generally includes cast in place concrete footings and a mass timber framed canopy with a smaller enclosure structure attached. The pedestrian bridge will include cast in-place concrete footings and wing walls with a prefabricated bridge structure. We understand that the fishing piers will generally be supported on a system of helical piles, cast in-place concrete beams, and shallow spread footings to transition on grade. **We note the plans required Wind Resistance of the shelter (a New Requirement) and the fishing piers.**

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by ISG Inc., dated March 13, 2026.
- A geotechnical report prepared by Braun Intertec under Project B2508000, dated March 24, 2026.

Scope of Services

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

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations, or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below building and pedestrian bridge footprints and oversizing areas, below slabs and/or pavements, behind retaining walls, and in utility trenches to determine if the relative compaction was achieved.
- Perform Double Ring Infiltrometer (DRI) testing within the two planned infiltration basins planned for the project site.

Helical Related Services

- Observe installation of helical piles for the four fishing pier structures on a continual basis during installation.
- Document depth, torque and time of helical piles installation.
- Prepare helical foundations summary sheets included within the final special inspection report.

Concrete Related Services

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

Structural Masonry Related Services

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

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and document the installation of the base plate anchor bolts.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Perform extracted aggregate gradation, rice specific gravity, and asphalt content tests on bituminous samples.

Structural Wood and Wind Resistance Related Services

- Observed designated field-built wood framing for high load diaphragms. Observations include grade and thickness of wood and installation of fasteners.
- Observe structural hold-down connections, structural connections, nail plates, and sheathing.
- Observe permanent and lateral truss bracing.

Engineering Consulting and Project Communication and Reporting Services

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

Basis of Scope of Work

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

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- Concrete placements for the structure will be observed throughout the duration by our technician as required by the IBC and project documents.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of **$66,223**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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

General Remarks

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

We 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. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

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

Sincerely,

Braun Intertec Corporation

Richard S. Jett, PE
Senior Engineer

Joseph Westphal, PE
Director, Senior Engineer

Attachments:
Fee Estimate - 10011131_001

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

Accepted by: _____ Luke M. Hellier, Mayor

and by: _____ Ann Orlofsky, City Clerk

Date:_____

BRAUN INTERTEC
the science you build on

Fee Estimate
10011131_001
East Community Park - CMT

Client:
City of Lakeville
Joseph Masiarchin
20195 Holyoke Ave
Lakeville, MN 55044-9047
(952) 985-4641

Work Site Address:
16700 Pilot Knob Road
Rosemount, Minnesota 55068

		Qty/Hours	Rate	Amount
Task 1: Special Inspections and Testing				
Subtask 1.1: Special Inspections and Testing				**$66,223.00**
Subtask 1.1.1: Soil Observations and Testing				**$18,101.00**
Soil Compaction Testing - Nuclear		96.00	82.00	$7,872.00
Park Structure	*2 Trips @ 3 Hr*	*6.00*		
Pedestrian Bridge	*1 Trip @ 3 Hr*	*3.00*		
Fishing Pier Foundations	*4 Trips @ 3 Hr*	*12.00*		
Parking Lot	*4 Trips @ 3 Hr*	*12.00*		
Retaining Wall Subgrade	*2 Trips @ 3 Hr*	*6.00*		
Retaining Wall Backfill	*4 Trips @ 3 Hr*	*12.00*		
Utilities	*12 Trips @ 3 Hr*	*36.00*		
Site Grading	*3 Trips @ 3 Hr*	*9.00*		
Soil Observations		48.00	94.00	$4,512.00
Park Structure	*2 Trips @ 3 Hr*	*6.00*		
Pedestrian Bridge	*2 Trips @ 3 Hr*	*6.00*		
Fishing Pier Foundations	*4 Trips @ 3 Hr*	*12.00*		
Parking Lot	*1 Trip @ 3 Hr*	*3.00*		
Retaining Wall	*4 Trips @ 3 Hr*	*12.00*		
Overlook / Limestone Blocks	*3 Trips @ 3 Hr*	*9.00*		
Senior Engineer		4.00	185.00	$740.00
Trip Charge		49.00	25.00	$1,225.00
Nuclear moisture-density meter charge, per hour		96.00	24.00	$2,304.00
Soil Proctor MD Relationship (Standard) ASTM D698 each		4.00	185.00	$740.00
Soil Sieve Analysis with 200 wash, each		4.00	136.00	$544.00
Soil Organic Content ASTM D2947 each		2.00	82.00	$164.00
Subtask 1.1.2: Concrete Observations and Testing				**$13,889.00**
Concrete Testing		65.00	82.00	$5,330.00
Park Structure	*4 Trips @ 2 Hr*	*8.00*		
Pedestrian Bridge	*4 Trips @ 2 Hr*	*8.00*		
Fishing Piers	*8 Trips @ 2 Hr*	*16.00*		
Exterior Flatwork	*6 Trips @ 3 Hr*	*18.00*		
Curb and Gutter	*4 Trips @ 3 Hr*	*12.00*		
Kayak Storage Rack	*1 Trips @ 3 Hr*	*3.00*		
Concrete Observations		11.00	94.00	$1,034.00
Park Structure	*3 Trips @ 1 Hr*	*3.00*		
Pedestrian Bridge	*4 Trips @ 1 Hr*	*4.00*		
Fishing Piers	*4 Trips @ 1 Hr*	*4.00*		
Concrete Cylinder Pick Up		20.00	82.00	$1,640.00
Trip Charge		68.00	25.00	$1,700.00
Concrete Compressive Strength Cylinders ASTM C39 each		135.00	31.00	$4,185.00
Park Structure	*4 Sets @ 5 Qty*	*20.00*		
Pedestrian Bridge	*4 Sets @ 5 Qty*	*20.00*		
Fishing Piers	*8 Sets @ 5 Qty*	*40.00*		

		Qty/Hours	Rate	Amount
Exterior Flatwork	*6 Sets @ 5 Qty*	*30.00*		
Curb and Gutter	*4 Sets @ 5 Qty*	*20.00*		
Kayak Storage Rack	*1 Sets @ 5 Qty*	*5.00*		
Subtask 1.1.3: Masonry Observations and Testing				**$1,848.00**
Masonry Testing		4.00	106.00	$424.00
Masonry Sample Pick up		1.00	82.00	$82.00
Trip Charge		1.00	25.00	$25.00
Masonry Grout Compressive strength ASTM C 1019 each		3.00	97.00	$291.00
Masonry Hollow Prism Compressive strength ASTM C 1314 each		3.00	269.00	$807.00
Masonry Net area determination ASTM C140 each		3.00	73.00	$219.00
Subtask 1.1.4: Structural Steel and Wood Observations and Testing				**$1,347.00**
Special Inspector Steel		12.00	106.00	$1,272.00
Trip Charge		3.00	25.00	$75.00
Subtask 1.1.5: DRI Testing				**$5,450.00**
Double-ring Infiltrometer Granular ASTM D3385 Labor & Equip		4.00	1,300.00	$5,200.00
DRI Mobilization		1.00	250.00	$250.00
Subtask 1.1.6: Helical Pile Observations				**$9,420.00**
Deep Foundations Observations - Helical Pile Observations		80.00	106.00	$8,480.00
Senior Engineer		4.00	185.00	$740.00
Trip Charge		8.00	25.00	$200.00
Subtask 1.1.7: Asphalt Paving and Testing				**$1,788.00**
Proofroll Observations		8.00	106.00	$848.00
Field Service Technician I - asphalt sample pickup		1.00	82.00	$82.00
Field Service Technician - Roll Pattern		4.00	106.00	$424.00
Trip Charge		4.00	25.00	$100.00
Asphalt Extracted Aggregate Gradation ASTM D5444 each		1.00	104.00	$104.00
Asphalt Rice Specific Gravity ASTM D2041 each		1.00	80.00	$80.00
Asphalt Content ASTM D6307 each		1.00	150.00	$150.00
Subtask 1.1.8: Wind Resistance Observations and Testing				**$8,350.00**
Special Inspector - ICC Commercial Building Inspector		42.00	185.00	$7,770.00
Report Review		2.00	215.00	$430.00
Trip Charge		6.00	25.00	$150.00
Subtask 1.1.9: Project Management				**$6,030.00**
Project Assistant		10.00	82.00	$820.00
Project Accountant		5.00	160.00	$800.00
Project Engineer		16.00	160.00	$2,560.00
Senior Engineer		10.00	185.00	$1,850.00
Task 1 Total:				**$66,223.00**
Project Total				**$66,223.00**

Date: 6/15/2026

Approve Resolution Amending Resolution 11-46 Regarding the Finance Committee

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending Resolution 11-46 Regarding the Finance Committee.

Overview

The Lakeville Finance Committee was established by Resolution 11-46 on May 16, 2011, with a membership of seven (7) members. Subsequent resolutions added alternate members: Resolution 11-86 (August 2011) added one alternate, and Resolution 22-23 (March 2022) added a second alternate, both serving one-year terms. Resolution 11-46 originally established a two-year limitation on consecutive service in the chairperson role and provided for monthly committee meetings.

At its April 22, 2026 meeting, the Finance Committee unanimously agreed to recommend two amendments to Resolution 11-46:

1. Remove the two-year limitation on consecutive service as chairperson or vice chairperson, effective immediately and inclusive of any currently service chairperson.
2. Amend the meeting schedule from monthly to every two months, reflecting actual practice, unless deemed unnecessary by staff or the chairperson.

The proposed amendments align the governing resolution with the Finance Committee's established operating practices and provide greater flexibility in committee leadership.

Supporting Information

1. Resolution 11-46 Establishing a Finance Committee
2. Resolution Amending Res 11-46 Regarding the Finance Committee

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

Resolution No. 11-46

RESOLUTION ESTABLISHING A FINANCE COMMITTEE

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

Section 1: ESTABLISHMENT OF THE FINANCE COMMITTEE

The Finance Committee of the City shall act as the advisory body to the City Council and City staff regarding short and long term financial planning; financial policies and practices; local, state and national trends in finance and economy; legislative issues; quarterly financial reports and comprehensive annual financial report; public communications and education programs relative to City of Lakeville budget and finances.

Section 2: COMPOSITION, TERMS OF OFFICE

A. Composition: The Finance Committee shall consist of seven (7) members appointed by the City Council.

B. Terms: The Committee shall be composed of seven (7) members, of which at least six (6) shall be Lakeville residents. The Committee Members shall be appointed by the City Council for a term of three (3) years. Members shall serve three-year staggered terms with two or three appointments made annually.

C. Removal From Office: Any member of the Committee may be removed from office with or without cause by a four-fifths ($^4/_5$) vote of the entire City Council.

D. Any member of the Committee who misses three (3) consecutive Committee meetings in a calendar year, calculated at the end of each calendar year, due to unexcused absences, shall automatically be removed from office without City Council action and the City Administrator shall notify the member of his or her removal. Excused absences include: a serious personal or family medical condition, death in immediate family or unanticipated work-related commitment.

E. The staff liaisons to the Committee shall be the City Administrator and Finance Director.

Section 3: ORGANIZATION AND PROCEDURES

A. Organize; Election of Officers:

1. At the first meeting of the year, the Committee shall elect a chairperson and vice chair. No Committee member shall serve more than two (2) consecutive years as chairperson.

2. Terms of all elected offices shall be for one year, with eligibility for reelection.

B. Members of the Committee shall receive no salaries or fees for their services. The Committee may, with the consent of the City Council, incur expense that is deemed necessary.

C. Meetings of the Committee:

1. A meeting, to be official, must have a quorum present. Four (4) regular members shall constitute a quorum.

2. All motions must have the majority of votes of those members present to be deemed approved.

3. Meetings to be scheduled monthly unless deemed unnecessary by staff or chairperson.

Section 4: DUTIES

The duties of the Committee shall be to provide advice and recommendations to the City Council and staff, for the following:

a) Short and long term financial planning to include fees for services (structure and policy) and alternative finance methodology. Not to include spending or taxation levels.

b) Financial policies and practices, to include but not limited to fund balance policy, debt management policy and investments policy.

c) Local, state and national trends in finance and economy to include but not limited to bond markets, Federal Reserve and Department of Commerce.

d) Legislative issues to include but not limited to levy limits and property tax relief programs.

e) Review of quarterly financial reports and Comprehensive Annual Financial Report.

f) Public communications and education programs related to budget and City finances to include but not limited to budget format and public presentations of the budget.

ADOPTED by the City Council of Lakeville, Minnesota this 16th day of May 2011.

CITY OF LAKEVILLE

BY: Mark Bellows
Mark Bellows, Mayor

ATTEST:
Charlene Friedges
Charlene Friedges, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

Resolution Amending Resolution 11-46 Regarding the Finance Committee

WHEREAS, on May 16, 2011, the City Council adopted Resolution 11-46 establishing the Finance Committee and setting the number of members at seven (7); and

WHEREAS, on August 15, 2011, the City Council adopted Resolution 11-86 which added an alternate member (to serve one-year term) to the committee; and

WHEREAS, on March 2, 2022, the City Council adopted Resolution 22-23 to add a second alternate member (to serve one-year term) to the committee; and

WHEREAS, on April 22, 2026, the Finance Committee unanimously agreed to remove the two-year limitation, effective immediately, including for any currently serving chairperson; and

WHEREAS, Section 3C-3 of the Resolution 11-46 currently provides for monthly meetings, which does not reflect actual practice, and the Council wishes to amend the meeting schedule accordingly; and

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

1. The Finance Committee may elect any member to the chairperson and vice chairperson roles without limitation to years of consecutive service.

2. The Finance Committee meetings are to be scheduled every two months unless deemed unnecessary by staff or chairperson.

ADOPTED by the Lakeville City Council this 15th day of June, 2026.

_____
Luke M. Hellier, Mayor

_____
Taylor Snider, Deputy City Clerk

Date: 6/15/2026

ISG Conditional Use Permit for Lot 3, Marketplace at Cedar

Proposed Action
Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and adopt the findings of fact.

Overview
Andrea Rand, on behalf of ISG has submitted an application for a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District. The development is for property located at the south of 179th Street (CSAH 9) and east of Cedar Avenue (CSAH 23), identified as Lot 3, Block 1, Marketplace at Cedar.

Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit in the M-2, Mixed Use Cedar Corridor District. The project consists of an approximate 8,500 square foot multi-tenant building, including a convenience restaurant with a drive-through service window. The drive-through ordering window is proposed along the west side of the building. The site plan depicts a single drive-through lane with a bypass lane that circulates around the building from the east side.

The Planning Commission held a public hearing on the conditional use permit application at its June 4, 2026, meeting and unanimously recommended approval. There was no public comment. The developer has submitted a revised landscape plan, which satisfies stipulation number 6 of the Planning report.

Supporting Information
1. CUP-Findings-PCMinutes
2. PlanningReport-LocationMap-ZoningMap
3. SitePlan-Landscaping-Elevations

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

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 ISG to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

   Lot 3, Block 1, Marketplace At Cedar

3. Conditions. This conditional use permit is issued subject to the following conditions:

   a. The site shall be developed according to the plans approved by the City Council.

   b. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.

   c. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.

   d. Plantings on the site must adhere to the landscape plan and an as-built planting plan provided prior to inspection of the installed landscaping. The Developer must provide a security with the building permit to guarantee installation of the landscaping.

   e. Snow storage shall not occur within required parking spaces.

4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: June 15, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on the 15th day of June 2026 by Luke M. Hellier, Mayor and by Taylor Snider, Deputy Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
ISG – LOT 3 MARKETPLACE AT CEDAR

FINDINGS OF FACT AND DECISION

On June 4, 2026, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the request from ISG for a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District.

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 3, Block 1, Marketplace at Cedar

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

   a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.

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

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

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

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

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

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

Finding: The proposed convenience restaurant with a drive-through use can be accommodated with existing public services and will not overburden the City's service capacity.

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

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

5. The report dated May 27, 2026, 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 15, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

CITY OF LAKEVILLE
PORTION OF
PLANNING COMMISSION MEETING MINUTES
Item 5.a. Marketplace at Cedar Lot 3
June 4, 2026

5a. Marketplace at Cedar Lot 3

Vice Chair Einck opened the public hearing to consider the application of ISG for a conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District.

Ryan Durand with Oppidan introduced the project. He stated this building will have a drive-through restaurant, a dental office, and one to three tenant spaces for uses yet to be determined.

Senior Planner Heather Botten presented the staff report. The development is for a 1.45 acre parcel located south of 179th Street (CSAH 9) and east of Cedar Avenue (CSAH 23), identified as Lot 3, Block 1, Marketplace at Cedar. The project includes an approximate 8,500 square foot building designed for multi-tenants, one of which would have a convenience restaurant with a drive-through service window. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit.

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

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Traffas to close the public hearing at 6:06 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- Commissioner Kaluza asked if there are tenants identified yet. Mr. Durand stated they have two tenants identified with signed leases and they are working to find tenants for the rest of the building.
- Commissioner Traffas clarified that there are three remaining tenant spaces and asked if the drive-through for the convenience restaurant is the only business that can use the drive-through or if the drive-through could be modified to allow another business to use it. Mr. Durand stated the three spaces could be combined for one tenant or can accommodate three separate tenants. He also stated the drive-through is designed to accommodate other businesses but may require approval from city staff.

DRAFT

Motion was made by Kaluza, seconded by Swaney to recommend to City Council approval of the conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Used Cedar Corridor District and the findings of fact, subject to the following stipulations:

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

Ayes: Kaluza, Einck, Swaney, Traffas

Nays: 0

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

Nays: 0

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Heather Botten

Date: May 27, 2026

Subject: Packet Material for the June 4, 2026 Planning Commission Meeting

Agenda Item: ISG – Andrea Rand - Conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District

Application Action Deadline: June 19, 2026 – 1st 60 days

BACKGROUND

Andrea Rand, ISG has submitted an application for a conditional use permit to allow a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District. The development is for property located at the south of 179th Street (CSAH 9) and east of Cedar Avenue (CSAH 23), identified as Lot 3, Block 1, Marketplace at Cedar.

The project includes an approximate 8,500 square foot building designed for multi-tenants, one of which would have a convenience restaurant with a drive-though service window. The property is 1.45 acres in size and zoned M-2, Mixed Use Cedar Corridor District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit.

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

EXHIBITS

A. Location Map
B. Zoning Map
C. Site Plan
D. Landscape Plan
E. Building Elevation Plans

STAFF ANALYSIS

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

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

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	179th Street and Crossroads Shopping Center	Commercial	PUD
South	Vacant	Corridor Mixed Use	M-2, Mixed Use
East	Vacant – Future Taco Bell	Corridor Mixed Use	M-2, Mixed Use
West	Vacant – Future 7Brew	Corridor Mixed Use	M-2, Mixed Use

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Marketplace at Cedar plat. The Marketplace at Cedar development project will also provide utility stubs (water, sanitary sewer and storm sewer) to each lot including Lot 3. Additionally, the overall Marketplace project includes two (2) private shared stormwater basins that will provide stormwater quality and quantity treatment for the overall development including Lot 3. Engineering and Environmental Resources have reviewed the site, grading, drainage and erosion control, and utility plans. The Engineering Division recommends approval of the CUP with final plans being approved at the time of building permit.

CUP SITE PLAN REVIEW

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

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

	Required	Proposed
Yard abutting a major collector or arterial St.	30 feet	50 feet
Side	10 feet	34
Side	10 feet	40
Front	10 feet	140 feet+

Building Height. The proposed building is a single-story structure 22'8" in height, at the top of the parapet. A maximum building height of 48 feet is allowed in the M-2 District.

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

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

Access. Access to the site will primarily be via the private drive to the south. There is also access from the west through the shared parking lot and the Taco Bell lot to the east. Access to the north on 179th Street is not permitted.

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

Landscaping. The landscape plan provides plantings mainly along the north and south sides of the site, along with additional plantings within the open spaces in the parking lot. The City Forester reviewed the proposed landscape plan and provided comments. Additional trees are required along the east property line to help reduce the amount of headlight glare from vehicles entering the drive-through lane. The landscape plan must be updated to reflect this change prior to City Council consideration of the CUP. Including the landscape modifications, the landscape plan will be considered approved. Plantings on the site must adhere to the plan and provide an as-built planting plan prior to inspection of the installed landscaping. An escrow for the landscape materials and installation amount will be collected with the building permit.

Building Exterior. The exterior building finish shall be composed of at least sixty-five percent (65%) grade A materials; not more than thirty five percent (35%) grade B or grade C material and not more than ten percent (10%) grade D materials. The proposed building elevations will be constructed of 66-71% Grade A material and 29-34% Grade C. The materials proposed comply with Zoning Ordinance requirements.

Drive-Through Window. There is one ordering window on the west side of the building with the drive-through lane wrapping around the building from the east. There is over 180 feet of stacking space. The drive-through lane is separated from off-street parking area.

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

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

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

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

Trash Enclosure. The trash and recycling enclosure is proposed to be located behind the building in the northwest corner of the property. The enclosure shall comply with Section 11-18-11of the city code, including the gate being made of maintenance-free material.

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

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

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

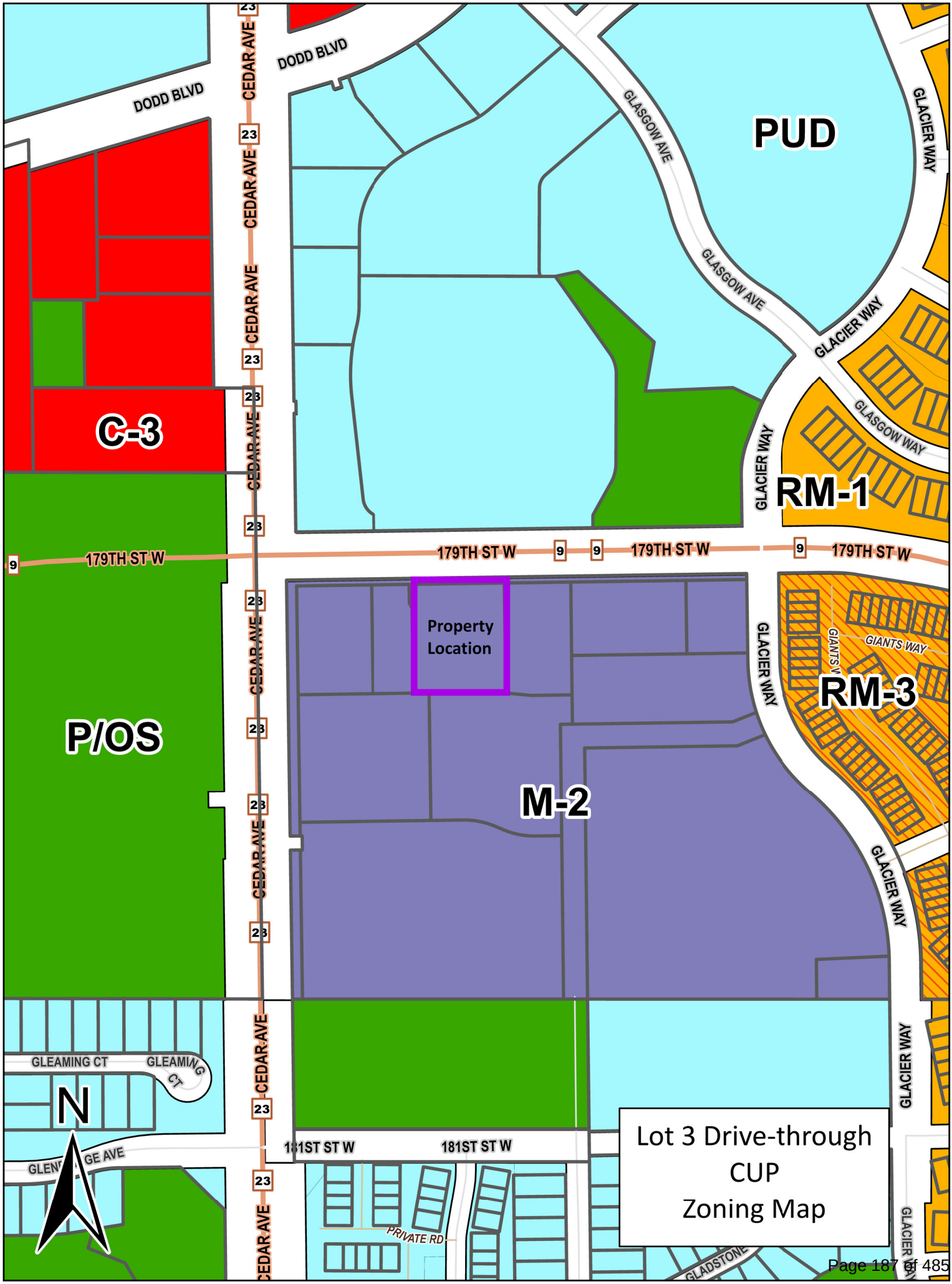
RECOMMENDATION

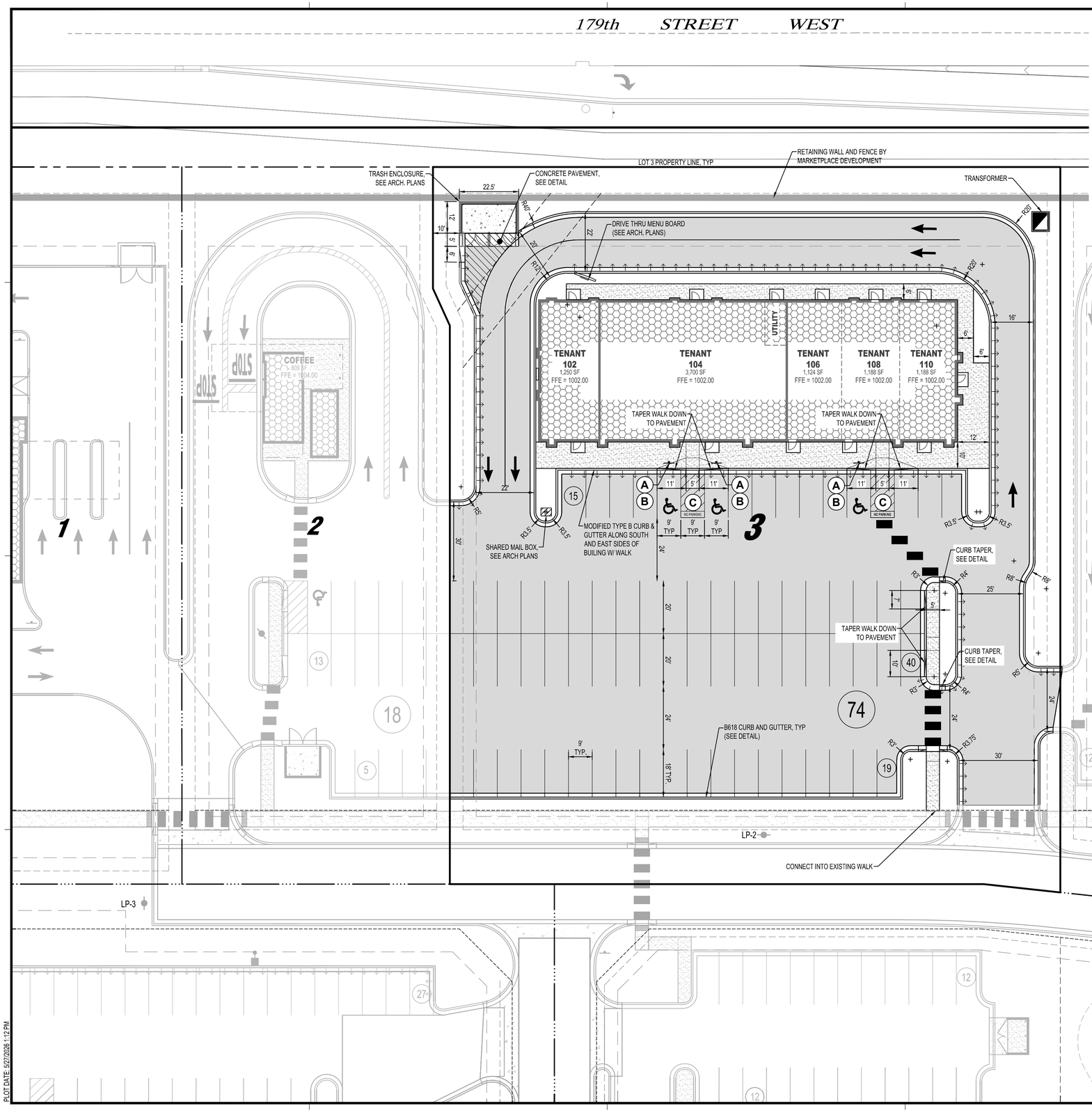
Community Development Department staff recommend approval of the conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District subject to the following stipulations:

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

Approval of a conditional use permit requires adoption of findings of fact by the Planning Commission and City Council. Draft findings of fact are attached to this report.


DODD BLVD
CEDAR AVE
GLASCOW AVE
GLACIER WAY
GLASCOW WAY
179TH ST W
Property Location
GIANTS WAY
GLEAMING CT
181ST ST W
PRIVATE RD
GLADSTONE
N
Lot 3 Drive-through
CUP
Location Map


DODD BLVD
DODD BLVD
CEDAR AVE
CEDAR AVE
CEDAR AVE
CEDAR AVE
CEDAR AVE
CEDAR AVE
CEDAR AVE
GLASGOW AVE
GLASGOW AVE
GLACIER WAY
GLACIER WAY
GLACIER WAY
GLACIER WAY
GLASGOW WAY
PUD
C-3
RM-1
179TH ST W
179TH ST W
179TH ST W
179TH ST W
Property Location
P/OS
M-2
RM-3
GIANTS WAY
GIANTS W
GLEAMING CT
GLEAMING CT
N
181ST ST W
181ST ST W
PRIVATE RD
GLADSTONE
Lot 3 Drive-through
CUP
Zoning Map



ACCESSIBLE PARKING KEY NOTES

- (A) ACCESSIBLE PARKING SIGN ("R7-8m")
- (B) VAN ACCESSIBLE SIGN ("R7-8bP")
- (C) "NO PARKING" PAVEMENT MESSAGE
- * FURNISH AND INSTALL SIGNS ACCORDING TO STATE AND/OR FEDERAL MUTCD REQUIREMENTS.
- ** SIGNS THAT HAVE MULTIPLE DESIGNATIONS SHALL BE MOUNTED ON THE SAME POST.
- *** SEE PLANS FOR FLUSH/TAPER LENGTH

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER

SITE SUMMARY

PROJECT ADDRESS/LOCATION:	7394 179th ST. W. LAKEVILLE, MN 55044
ZONING:	M-2 (MIXED USE CEDAR CORRIDOR DISTRICT)
SITE/LOT AREA:	63,352 SF (1.45 AC)

REQUIRED SETBACKS

	PARKING	BUILDING
FRONT YARD	10'	10'
SIDE YARD	5'	10'
REAR YARD	5'	30'
REAR YARD	10'	30'

PARKING DATA

LAND USE CLASSIFICATION	FAST FOOD AND RETAIL COMMERCIAL
PARKING SPACES REQUIRED (CODE)	(FAST FOOD) 1 STALL PER 70 SQ. FT. (RETAIL COMMERCIAL) 1 STALL PER 200 SQ. FT.
GOVERNING INFORMATION	1,250 FAST FOOD / 7,200 RETAIL COMMERCIAL
PARKING SPACES REQUIRED	54
PARKING STALLS PROVIDED	
STANDARD	71
ACCESSIBLE	3
TOTAL	74

ISG

OPPIDAN

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

JERREMY D. FOSS, PE

DATE_____ LIC. NO. 55871

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PROJECT

MARKETPLACE MULTI-TENANT BUILDING LOT 3

LAKEVILLE MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	26-34181
FILE NAME	34181 C3-SITE
DRAWN BY	JRS, DWG
DESIGNED BY	JRS, DWG
REVIEWED BY	MGC, JDF
ORIGINAL ISSUE DATE	04/06/26
CLIENT PROJECT NO.	-

TITLE

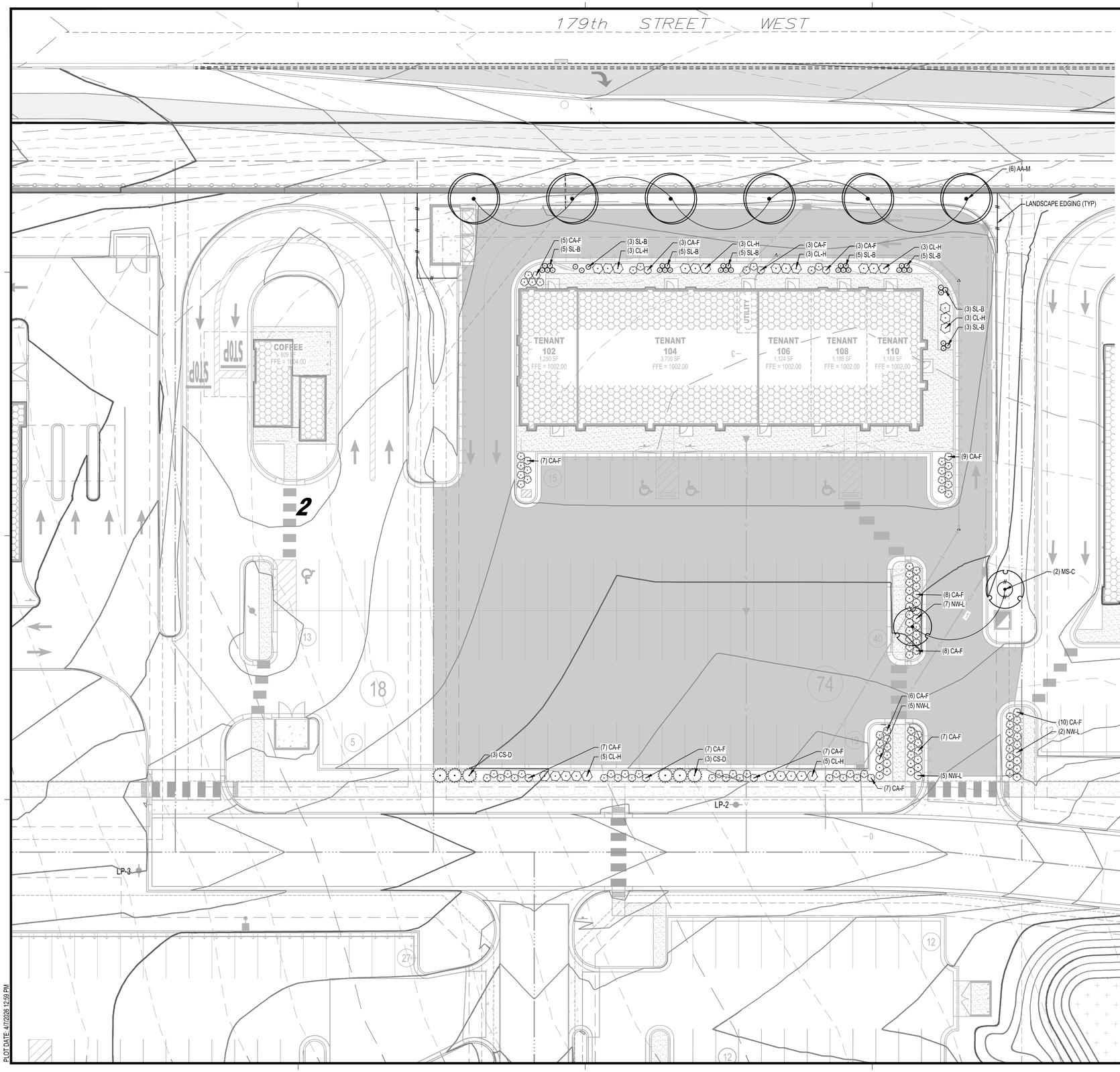
SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 5/27/2026 1:12 PM



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS SHADE TREE					
	AA-M	6	ACER X FREEMANII 'ARMSTRONG' ARMSTRONG FREEMAN MAPLE	2.5" CAL	B & B
ORNAMENTAL TREES					
	MS-C	2	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL	B & B
DECIDUOUS SHRUBS					
	CS-D	6	CORNUS SERICEA 'CARDINAL' CARDINAL RED TWIG DOGWOOD	5 GAL	CONT
	CL-H	25	DIERVILLA LONICERA 'MICHIGAN SUNSET' DWARF BUSH HONEYSUCKLE	5 GAL	CONT
GRASSES					
	CA-F	98	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL	CONT
	SL-B	34	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	2 GAL	CONT
PERENNIALS					
	NW-L	24	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL	CONT
EDGER					
—//			STEEL LANDSCAPE EDGING (BLACK COLOR)		

LANDSCAPE CODE REQUIREMENTS:

- ALL EXPOSED GROUND AREAS, INCLUDING STREET BOULEVARDS, AND AREAS NOT DEVOTED TO OFF STREET PARKING, DRIVES, SIDEWALKS, PATIOS OR OTHER SUCH IMPROVEMENTS SHALL BE LANDSCAPED WITH GRASS, SHRUBS, TREES (EXCEPT IN BOULEVARD PORTIONS OF THE PUBLIC RIGHT OF WAY) OR OTHER ORNAMENTAL LANDSCAPE MATERIALS WITHIN ONE YEAR FOLLOWING THE DATE OF BUILDING OCCUPANCY, AS DETERMINED BY THE CERTIFICATE OF OCCUPANCY.
- DECIDUOUS TREES INTENDED FOR SCREENING SHALL BE PLANTED NOT MORE THAN FORTY FEET (40') APART. EVERGREEN TREES INTENDED FOR SCREENING SHALL BE PLANTED SO THAT THEIR BRANCHES ARE TOUCHING AT THE NARROWEST PROJECTED MATURE CANOPY WIDTH.
- OFF STREET PARKING AREAS: ALL OFF STREET PARKING AREAS WITH FIVE (5) OR MORE PARKING SPACES OR ANY PARKING AREA WITHIN TWENTY FEET (20') OF A RESIDENTIAL ZONING DISTRICT SHALL BE SCREENED

ISG

OPPIDAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

MITCHELL COOKAS

DATE_____ LIC. NO._____

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PROJECT

MARKETPLACE MULTI-TENANT BUILDING LOT 3

LAKEVILLE MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	26-34181
FILE NAME	34181 C5-LAND
DRAWN BY	JV
DESIGNED BY	JV
REVIEWED BY	MC
ORIGINAL ISSUE DATE	04/06/26
CLIENT PROJECT NO.	-

TITLE

SITE PLANTING PLAN

SHEET

C5-11

PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 4/7/2026 12:59 PM



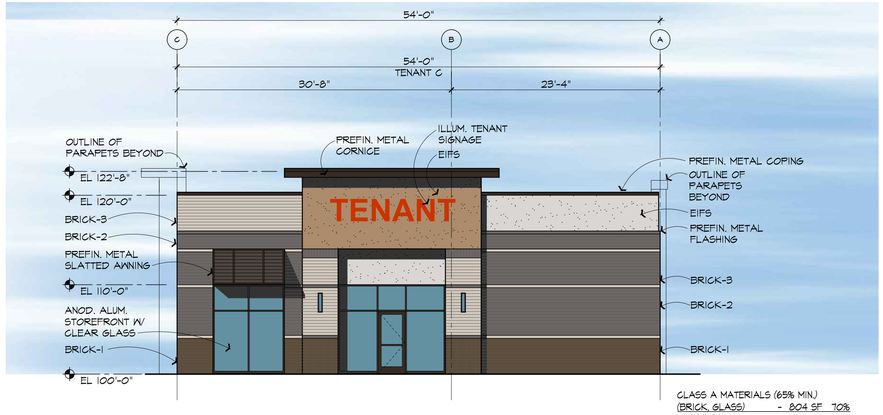
1 SOUTH ELEVATION

1/8" = 1'-0"



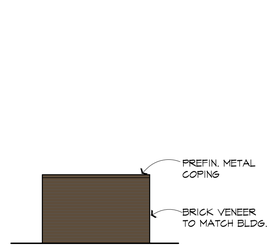
2 WEST ELEVATION

1/8" = 1'-0"

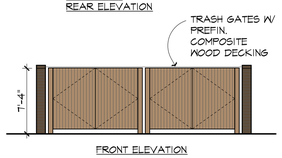


3 EAST ELEVATION

1/8" = 1'-0"



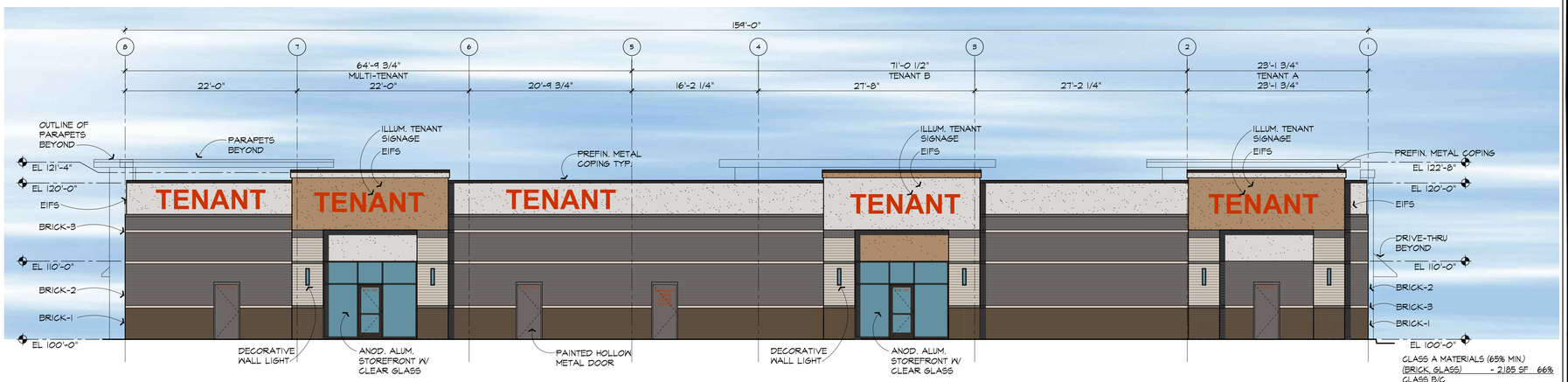
TYP. SIDE / REAR ELEVATION



FRONT ELEVATION

5 TRASH ENCLOSURE

1/8" = 1'-0"



4 NORTH ELEVATION

1/8" = 1'-0"

ARCHITECTURAL CONSORTIUM L.L.C.

1600 West Lake Street, Suite 127 612-436-4030
Minneapolis, MN 55408 www.archconsort.com

Mark	Revision / Issue	Date
	CITY SUBMITTAL	04-06-26

PRELIMINARY NOT FOR CONSTRUCTION

MARKETPLACE AT CEDAR

LAKEVILLE, MN

EXTERIOR ELEVATIONS

PROJECT NUMBER:	24-1011-01
ISSUED DATE:	04-06-26
DRAWN BY:	BL
CHECKED BY:	KA

A2.1

Architectural Consortium, L.L.C. 2026

Date: 6/15/2026

Water Efficiency Grant Agreement with Metropolitan Council

Proposed Action
Staff recommends adoption of the following motion: Move to approve a contract with Metropolitan Council for the 2026-2028 Water Efficiency Grant Program.

Overview
The Metropolitan Council has appropriated funding from the Legacy Amendment's Clean Water Fund to provide grants to cities for water conservation initiatives that reduce water demand. This is a two-year grant program running from July 2026 through June 2028.

The City has successfully participated in this program for several grant cycles and the program has consistently been well received by residents. Grant funds will be used to provide rebates to residents who replace existing fixtures and equipment with WaterSense-labeled, water-efficient devices, including toilets, irrigation controllers and irrigation sprinkler bodies.

The Metropolitan Council has awarded Lakeville $48,000 for this grant cycle. As a condition of the grant, participating municipalities must provide a 20 percent local match. Lakeville's required contribution is estimated at $12,000 resulting in a total rebate program budget of $60,000 available to Lakeville residents over the two-year grant period.

Supporting Information
1. Grant Agreement
2. Resolution

Financial Impact: $12,000.00 **Budgeted:** Yes **Source:** Water Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Shane Quade, Utilities Superintendent

METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT

Recipient: City of Lakeville

Grant No: SG-26E-03-15

Met Council Action: 2026-95 SW

Maximum Grant Amount: $ 48000

Recipient Match (20% of total program excluding low-income option): $ 12000

Recipient's Authorized Representative:

Name: Shane Quade

Mailing Address: 20195 Holyoke Avenue Lakeville, MN 55044

Phone: 952-985-2741

Email Address: squade@lakevillemn.gov

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the Recipient named above.

RECITALS

1. Minnesota Session Laws 2025, Chapter 36, Article 2, Section 8(b), appropriated to the Met Council $1,400,000 in funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2026 and 2027, for water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.

2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.

4. On May 13, 2026, the Met Council authorized the granting $1,399,000 of the appropriation to the Recipients participating in the grant program.

5. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.

6. The Recipient represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The Effective Date of this Grant Agreement is the date this agreement is fully executed, provided the Grant Agreement is fully executed on or after July 1, 2026. If the Grant Agreement is fully executed prior to July 1, 2026, the effective date shall be July 1, 2026.

1.2. Grant Activity Period. The Grant Activity Period runs from the Effective Date through the Expiration Date.

1.3. Expiration Date. The Expiration Date is the earlier of Recipient's satisfactory fulfillment of obligations or June 30, 2028.

1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement:

- 9. Liability and Insurance;
- 10. Audits;
- 11. Government Data Practices;
- 13. Data Availability;
- 14. Governing Law, Jurisdiction, and Venue;
- 16. Data Disclosure; and
- 18.7 Future Eligibility.

2. Duties, Representations and Warranties of Recipient and Use of Grant Funds.

2.1. The Recipient will conduct, administer and complete in a satisfactory manner and in accordance with the terms of this Grant Agreement the program ("Recipient Program") which is described in Recipient's application to the Met Council for assistance under the Met Council's Clean Water Fund grant program. The Recipient's application is incorporated into this Grant Agreement as Exhibit A. Recipient will perform the Recipient Program in accordance with the timeline in Exhibit B of this Grant Agreement and to undertake the financial responsibilities described in Exhibit B which is incorporated into this Grant Agreement. The Recipient must complete the Recipient Program as described in Exhibits A and B. The Met Council makes no representation or warranties with respect to the success and effectiveness of the Recipient Program. The Met Council acknowledges that Recipient Program work may be limited to soliciting participation by its residents and businesses in the Recipient Program and requires additional work by the Recipient only to the extent that residents and businesses choose to participate in the Recipient Program, as described in Exhibit B.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Recipient Representations and Warranties. The Recipient represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Recipient Program and use the Grant Funds for the purpose or purposes described in this Agreement.

B. It has taken all actions necessary for its execution of the Agreement and has provided to Met Council a copy of the resolution by its governing body authorizing Recipient to enter into this Agreement, if required. If a resolution is not required by the Recipient, Recipient shall provide the Met

Council documents acceptable to the Council indicating that the appropriate person(s) has authority to enter into this agreement on behalf of the Recipient, such as a city policy or city ordinance.

C. It has the legal authority to undertake the Recipient Program, including the Recipient's financial responsibilities in Exhibit B.

D. Only its Authorized Representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Recipient Program costs.

E. It will comply with all the terms of this Grant Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Met Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Met Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Met Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Recipient Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Recipient Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or political subdivisions having jurisdiction over the Recipient Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Met Council.

3. Time.

Recipient must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Recipient for 80% of rebate or grant payments as defined in Exhibit B (and not including low-income cost assistance grant

activities). The Met Council will not reimburse Recipient for non-eligible costs. Any cost not defined as an eligible cost or not included in the Recipient Program or approved in writing by the Met Council is a non-eligible cost.

5. Consideration and Payment.

5.1 Consideration. The Met Council will reimburse the Recipient for eligible costs performed by the Recipient during the Grant Activity Period up to the Maximum Grant Amount as specified in this agreement. The Met Council bears no responsibility for any cost overruns that may be incurred by the Recipient or any sub-recipients. The Recipient may be eligible to receive additional grant amounts or an adjustment of the Maximum Grant Amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. A fully executed Exhibit C will amend this Grant by the amount in Exhibit C.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Recipient.

5.3. **Payment.** To receive payment, the Recipient must submit a Reimbursement Request on forms provided by the Met Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Recipient must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Met Council reasonably requests. The Met Council will promptly pay the Recipient after the Recipient presents to the Met Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved grant activity for which Recipient requests payment, Recipient must certify the following to the Met Council:

(1) the device or other grant activity has been purchased or paid for during the Grant Activity Period;
(2) Recipient has determined the device, grant activity, or resident (in cases of the low-income cost assistance option), is eligible;
(3) Recipient received receipts for the device, installation cost, or other grant activity; and
(4) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Met Council to make reimbursement payments is subject to the following conditions precedent:

A. The Met Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period;

B. If requested by the Met Council (in form and substance acceptable to the Met Council), evidence that (i) the Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Recipient;

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse; and

D. The Recipient has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. **Authorized Representative.**

The Met Council's Authorized Representative is**:**

Name:	Henry McCarthy or successor
Title:	Senior Environmental Scientist
Mailing Address:	390 North Robert Street St. Paul, MN 55101
Phone:	(651) 602-1946
E-Mail Address:	henry.mccarthy@metc.state.mn.us

The Met Council's Authorized Representative has the responsibility to monitor the Recipient's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Recipient's Authorized Representative is noted on the first page of this Grant Agreement. If the Recipient's Authorized Representative changes at any time during this Grant Agreement, the Recipient must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative. If a resolution is not required by the City, the City's notification to the Met Council must be in writing.

8. Assignment, Amendments, Waiver, Grant Agreement Complete, and Order of Precedence.

8.1 Assignment. The Recipient may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Met Council and a fully executed Assignment Agreement.

8.2 Amendments. Except as provided in this Section 8.2, any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties. If requested by the Recipient in writing, the Met Council may, at its sole discretion, authorize in writing a minor change (administrative, compliance, or operational adjustments that do not alter the core scope, objectives, or funding level of the award) to the Recipient Program in Exhibit A, without a formal executed amendment to this Grant Agreement. Met Council further reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period or for other documented purposes that will advance the legislative objectives of the pilot program.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Recipient. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

8.5 Order of Precedence. This Grant Agreement will be interpreted in the following order of precedence:

(1) Grant Agreement excluding exhibits;

(2) Exhibit B; and

(3) Exhibit A.

9. Liability and Insurance.

9.1 Liability. The Recipient and the Met Council are each responsible for their own acts and the acts of their employees and the results thereof. To the extent authorized by law, a party is not responsible for the acts of the other party and the results thereof. The liability of the Parties is governed by Minnesota Statutes Chapter 466 and other applicable laws. Neither Party waives any applicable limits on liability or immunities.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Recipient and the Met Council, nor will the Recipient be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Recipient Program.

The Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Recipient Program. All personnel of the Recipient or other persons while engaging in the performance of this Grant Agreement or the Recipient Program will not have any contractual relationship with the Met Council related to the work of the Recipient Program and will not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Recipient, its officers, agents, contractors, or employees will in no way be the responsibility of the Met Council. Such personnel or other persons may not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Recipient and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the Met Council. If the Recipient receives a request to release the data referred to in this Clause, the Recipient must immediately notify the Met Council.

12. Workers' Compensation.

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be

considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Met Council, Recipient agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Recipient Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Recipient Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Recipient Program. The Met Council will put overall summary information on the internet and will encourage the Recipient put its municipality information on the web. Recipient understands and agrees that Met Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Recipient Program, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Department of Information Technology Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Department of Information Technology Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of projects funded with money from the clean water fund should be readily accessible on the Internet and identified as a clean water fund project.

14. Governing Law, Jurisdiction, and Venue.

This Grant Agreement will be construed and enforced under the laws of the State of Minnesota without regard to its conflict of law provisions. The venue for any legal proceedings arising out of this Grant Agreement will be the appropriate state or federal court in Ramsey County, Minnesota.

15. Termination.

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Recipient. Upon termination, the Recipient will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Recipient consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Recipient will require compliance with this Section 16 by Recipient's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the Authorized Representative of the party to whom it is directed.

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The Recipient agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Recipient Program, and other appropriate outcomes of the Recipient Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Recipient certifies to the Met Council that there was and is no traditional Recipient sources of funding for the grant work, as described in Exhibit A.

18.3 Measurable Outcomes. A Recipient Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Recipient Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Recipient Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Recipient Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Recipient must compile and submit all information for funded Recipient Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Met Council and, if requested by the Met Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Recipient Programs that benefit Minnesota waters.

18.6 Website. If the Recipient has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Recipient will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Recipient's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Met Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Recipient satisfying all application requirements related to Met Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in Minnesota Session Laws 2025, Chapter 36, Article 2, Section 8(b).

18.8 Prevailing Wages. The Recipient agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.50, as they may be amended, modified or replaced from time to time with respect to the Recipient Program. By agreeing to this provision, the Recipient is not acknowledging or agreeing that the cited provisions apply to the Recipient Program.

18.9 Disability Access. Where appropriate, Recipient of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Recipient recognizes that Met Council's obligation to reimburse Recipient for eligible Recipient Program costs is dependent upon Met Council's receipt of funds from the State of Minnesota appropriated to Met Council under 2025 Session Law, Chapter 40, Article 2, Section 8(b). Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Met Council for any reason, Met Council shall, upon written notice to Recipient of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Recipient has no further obligation to complete the Recipient Program as required by this Grant Agreement.

18.11. Counterparts and Electronic Signatures. This Grant Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one agreement. A copy of this Grant Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign or a similar program will be deemed an original signature.

19. Default and Remedies.

19.1 Defaults. The Recipient's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

a. Refrain from disbursing the Grant;

b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Recipient shall repay such amount to the Met Council; and

c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____

Regional Administrator, successor, or delegate

Date: _____

RECIPIENT:

The Recipient certifies that the appropriate person(s) have executed the this agreement on behalf of the Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

_____

Printed Name and Title

Date: _____

EXHIBIT A: Application from community

2026 – 2028
METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM
APPLICATION FORM

updated 02 / 25 / 2026

1. Applicant information:

MUNICIPALITY:	City of Lakeville
MUNICIPAL UTILITY:	Utilities Department
MAILING ADDRESS:	20195 Holyoke Avenue Lakeville, MN 55044

2. Primary contact information:

Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

Name:	Shane Quade
Title:	Utilities Superintendent
Phone:	952-985-2741
Email:	squade@lakevillemn.gov
Mailing Address:	20195 Holyoke Avenue Lakeville, MN 55044

3. Secondary contact information:

Municipality secondary authorized representative:

Name:	Melissa Smith
Title:	Utilities Administrative Assistant
Phone:	952-985-2708
Email:	msmith@lakevillemn.gov
Mailing Address:	20195 Holyoke Avenue Lakeville, MN 55044

4. **Water use information:**

Municipal Total Per Capita Water Use, in gallons per person-day (2025):	88.8
Municipal Residential Per Capita Water Use, in gallons per person-day (2025):	76.5
Municipal Ratio of Peak Month to Winter Month Water Use (2025):	1.9

Program design

The following questions help describe the type of program your municipality is proposing, including planned grant activities and optional program elements. For more information about the low-income cost assistance option and grant activities on municipal properties, see the Guidelines document.

5. **Will your proposed program be a rebate or grant program?**

Rebate program

6. **Will your proposed program include a low-income cost assistance option?**

No

7. **Will your proposed program include approved grant activities on municipal properties** (for example, device replacements or turfgrass conversion)**?**

No

8. **If your proposed program includes approved grant activities on municipal properties, does the funding supplement and not supplant?** (Additional documentation may be requested.)

No

9. **Approximately what portion of your requested grant amount will be used for approved grant activities on municipal properties?**

None

10. Planned grant activities

Which eligible grant activities will your program include? Please provide an estimated number of device replacements/other grant activities for each category you plan to include in your program.

	Grant activity	Property type		
		Residential	Commercial	Municipal
Indoor water use	Toilet replacement	300		
	Clothes washer replacement	0		
	Dishwasher replacement	0		
	Showerhead replacement	0		
	Faucet replacement or faucet accessory	0		
Outdoor water use	Irrigation system audit*	0		
	Irrigation controller replacement*	100		
	Irrigation spray sprinkler body replacement*	100		
	Turfgrass conversion/replacement			

** Please note, the Met Council strongly encourages an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An initial audit ensures the user has information for proper set-up and operation of their irrigation system.*

11. Estimated water savings per device from WaterSense and Energy Star (if available) will auto-populate in quarterly reporting forms to establish baseline consistency in estimates. Some municipalities may have developed (or plan to develop) specific water savings calculations based on household size, age of device being replaced, and other factors. Municipalities are welcome to submit water savings estimates other than those provided by the WaterSense and Energy Star programs. **If your municipality has plans to calculate estimated water savings in-house or using an external resource, please describe below.**

Lakeville plans to use the estimated water savings from WaterSense.

12. If your proposed program includes grant activities at municipal properties, please walk through your plans for device replacements and/or turfgrass conversion. In the case of turfgrass conversion, please describe where the work will occur, area removed, species removed, area replaced, species replaced, watering and maintenance needs, and estimated annual gallons of water saved (with explanation of estimate).

N/A

Program budget and administration

13. Please outline the amount of funding your municipality is requesting, including – if applicable – an estimate of funds that will be used for low-income cost assistance (no municipality match required).

Grants will be made available in amounts with a minimum of $5,000 and a maximum of $75,000. In the event that there are unused or returned funds, municipalities may apply for a grant amendment to increase their award beyond $75,000 (at the discretion of Met Council). Additionally, if a municipality offers low-income cost assistance, it can apply for an additional $10,000 (max grant of $85,000).

A	**Requested grant amount** (must be 80% of row C):	56,000
B	**Required municipality matching amount** (must be 20% of row C):	14,000
C	**Traditional grant program subtotal** (row A + row B):	70,000

D	*(OPTIONAL)* **Low-income cost assistance requested amount** (100% covered by Met Council funds):	0

E	**Total program budget** (row C + row D):	70,000

Example calculation:

A	***Requested grant amount*** *(must be 80% of row C):*	***$16,000***
B	***Required municipality matching amount*** *(must be 20% of row C):*	***$4,000***
C	***Traditional grant program subtotal*** *(row A + row B):*	***$20,000***

D	*(OPTIONAL)* ***Low-income cost assistance requested amount*** *(100% covered by Met Council funds):*	***$5,000***

E	***Total program budget*** *(row C + row D):*	***$25,000***

14. Please outline what cost coverage your municipality plans to offer for each of the selected grant activities.

*For example: **70%** of the cost of a **toilet**, up to a maximum of **$200**. Limited to **2** per household.*

Toilets-50% of cost up to a maximum of $200 for toilets replaced with a US EPA WaterSense labeled toilet. Maximum four toilets. Irrigation (lawn sprinkler) controllers-50% of cost up to $200 for irrigation controllers replaced with a US EPA WaterSense labeled controller. Maximum one controller per residence. Home-Owner Associations (HOA's) will be ineligible for irrigation product rebates. Irrigation sprinkler body replacement-75% of the cost of each sprinkler body up to $10 per sprinkler body, limited to $100 for irrigation sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body. Home-Owner Associations (HOA's) will be ineligible for irrigation product rebates.

15. Please indicate ways in which you will advertise your program and water conservation.

(Examples to be provided in program work plan.)

Newsletter	X
Flyer in water bill	
Email	
Tabling at events	X
Municipality website	X
Billboard / physical display	

Radio	
Television	
Newspaper	
TikTok	
Instagram	X
Facebook	X
Nextdoor	X

Other	

16. Work plan

In your application submission, please attach a work plan that details the municipality's schedule, strategy for promoting the program and communications with potential participants – including example communications, program administration, and spending down the requested grant amount by 6/30/28.

Example work plan structure:

Task description	Responsible person	Start date	Completion date
ATTACHED			

Evaluating applications

Program proposals will be evaluated based on the answers provided in the application form as well as the attached work plan. Strong applications will include clear answers to the questions in the application form and a thoughtful work plan that outlines strategies for structuring, administering, and promoting (if applicable) the program. For municipalities intending to conduct grant activities on municipal property, applications should include intended plans for device/landscape installation and estimated hours/cost of labor (whether being done by the municipality or a contractor).

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality.

- Municipal residential per capita water use
- Municipal ratio of peak month to winter month water use
- Estimated water savings from proposed program

Additionally, municipalities may be asked to provide additional information and/or be awarded less than their requested grant amount if their application is lacking detail, a clear work plan, etc. In future grant cycles, a past participant's record of spending down their award may be used to inform award amounts.

Applications are due by April 13, 2026

City of Lakeville

Water Efficiency Grant Schedule

Task	Responsible Person	Start Date	Completion Date
Design rebate program to accept toilets, irrigation controllers, and irrigation spray bodies as qualifying items.	Shane Quade/Melissa Smith	4/10/26	4/14/26
Develop PDF rebate reimbursement form for Lakeville residents and businesses.	Shane Quade/Melissa Smith	4/14/26	4/14/26
Develop webpage dedicated to the Water Efficiency Grant Rebate Program.	Tierney Helmers, Communications Dept.	4/14/26	4/15/26
Choose methods for rebate program advertisement.	Shane Quade/Tierney Helmers/Melissa Smith	4/14/26	4/15/26
Submit completed grant application to MCES.	Melissa Smith		By 4/15/26
Receive notification of grant award from Metropolitan Counsel.	Shane Quade		PENDING
Bring Resolution to Lakeville City Council for the approval of funds provided by MCES for the Water Efficiency Grant.	Shane Quade	5/18/26	5/18/26
Advertise rebate program on Instagram, Facebook, City of Lakeville website, Nextdoor app, Bi-weekly ad in SunThisweek newspaper, ad in 8-page quarterly editions	Shane Quade/Tierney Helmers, Communication Dept.	7/1/26	Throughout rebate depending on rebate interest.
Receive rebate request forms from residents and businesses. Send approved rebates to Utility Billing for rebate distribution.	Melissa Smith	7/1/2026	Throughout rebate depending on rebate interest and/or June 30, 2028.
Submit quarterly grant reimbursement to MCES.	Melissa Smith	TBD	Quarterly, until funds are depleted.
Retain records of property information, type and number of devices purchased within the rebate program, and amount of money from MCES, each resident, and from City of Lakeville.	Melissa Smith	7/1/26	6/30/2028, or until funds are depleted.

Water Efficiency Grant Social Media Examples

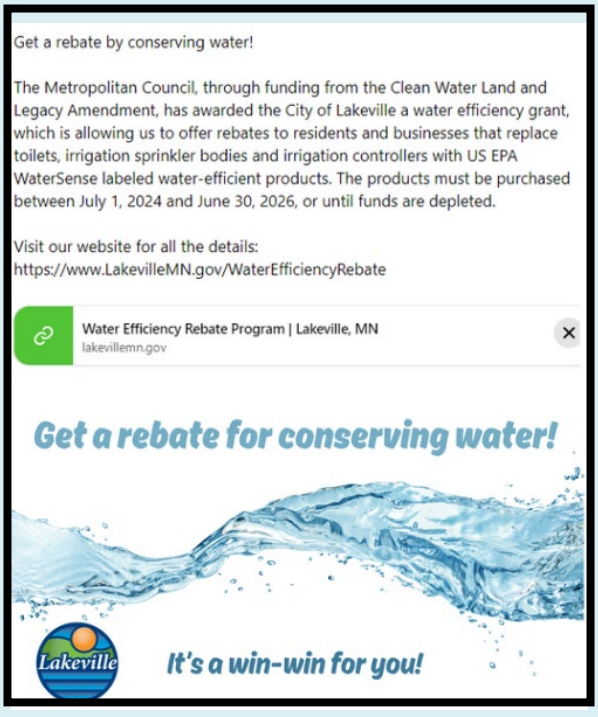
City Website

Scan the QR code to see the Lakeville Water Efficiency Grant webpage or
https://www.lakevillemn.gov/WaterEfficiencyRebate

Instagram (6,800 followers)

Instagram will consist of a 17-second reel.

NextDoor app (28,000 members)



Facebook (14,500 followers)



EXHIBIT B: Grant program guidelines

2026 – 2028
METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM
GUIDELINES

updated 02 / 26 / 2026

1. Overview

The Metropolitan Council (Met Council) will implement a Water Efficiency Grant Program (WEGP) effective July 1, 2026 to June 30, 2028. Grants will be awarded on a competitive basis to municipalities that operate or are served by a municipal public water supply system.

In this program, municipalities design and operate their own rebate or grant programs, which are funded by the Met Council with pass-through funds from the Clean Water Land & Legacy Amendment. The Met Council will provide 80% of the program cost; the municipality must provide the remaining 20% of the program cost.

The WEGP focuses on grant activities that reduce existing water use at residential, commercial, and municipal properties. Met Council-approved grant activities include the replacement of specific water-using devices with more efficient alternatives, irrigation system audits, and the conversion of turfgrass to low-input, drought-tolerant landscapes at municipal properties. Residents and businesses participating in a municipality's program must be connected to municipal water.

Grants will be made available in amounts with a minimum of $5,000 and a maximum of $75,000. In the event that there are unused or returned funds, municipalities may apply for a grant amendment to increase their award beyond $75,000 (at the discretion of Met Council). Grantees will be required to submit quarterly reimbursement requests and provide actual or estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Grant program goal

The goal of the Water Efficiency Grant Program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Changes for 2026-2028

Several changes to the WEGP have been made from past grant cycles. These changes are outlined in the bulleted list below.

- Maximum grant amount: $50,000 → $75,000
- Clearer guidelines for grant activity/device eligibility and property type
    - Faucets and faucet accessories added
    - Flushing urinals and flushometer-valve toilets added
    - Commercial clothes washers and commercial dishwashers added
- Met Council strongly encourages *(not a requirement)* that an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An irrigation system audit from an Irrigation Professional certified by a US EPA WaterSense

program ensures the user has information for proper set-up and operation of their irrigation system.
- Municipal facility grant activity option added
  - Replacement of water using devices in municipal properties
  - Property turfgrass conversion/replacement
- Low-income cost assistance option added (additional $10,000 available to expand maximum grant amount to $85,000)
  - Full cost coverage for eligible residents on indoor water use devices
- Updated reporting form
- Standardized estimated water savings built into reporting for most grant activities (with option for municipalities to provide more specific water savings estimates)

Additional detail about the low-income cost assistance option, newly eligible devices/grant activities, and new eligibility requirements is provided in the following pages.

Critical points to remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible grant activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications
- Applications are due April 13, 2026
- Funds must be spent down by June 30, 2028 (municipalities and Met Council will work together to monitor spending and adjust/reallocate funds as needed)
- Grant activities on municipal properties must supplement and not supplant dedicated municipal funding sources

2. Grant program structure

Administration and funding source

The 2026-2028 WEGP will be administered by the Met Council and will be funded with $1,400,000 appropriated by the 2025 Minnesota Legislature. Grant applications will be reviewed and scored by Metropolitan Council Water Resources staff.

Legislative Directive: Minnesota 2025 Session Law	*$650,000 the first year and $750,000 the second year are for grants that implement water demand reduction measures. The grants are to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.*

Grants will be awarded to municipalities in amounts ranging from $5,000 to $75,000 for providing rebates or grants to property owners and their renters. (An additional $10,000 will be available for Low Income Cost Assistance, as discussed below). Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements and other approved grant activities conducted July 1, 2026

through June 30, 2028 (purchases of eligible devices or grant activities must be made on or after the day the grant agreement is fully executed).

Grant program components

Each municipality is expected to design their own program to whatever meets their community needs. Three potential components are residential/commercial grant activities, municipal grant activities, and low-income cost assistance for residential properties.

Municipalities may include any combination of property type and grant activity offering in their program design. Program design has varied by municipality among past participants, with some focusing on a single type of device replacement such as toilets, and others offering a range of options. In the application form and work plan, municipalities will be asked to lay out the grant activities and property types that would be included in the proposed program. While past grant cycles have occasionally included participants pursuing commercial- and municipal-focused grant activities, the 2026-2028 WEGP guidelines more clearly define, and expand, the options available to municipalities that are interested in designing commercial- or internal-facing programs.

Residential and/or commercial grant activities

Municipalities may choose to design their programs to include grant activities at residential and commercial properties. This the most common approach among participating communities. The participating community selects which devices or other approved grant activities (irrigation audits) to offer to residents or businesses within the municipality. The participating community also determines how much of an eligible grant activity's cost is covered by the program. Property owners must pay a portion of the eligible grant activity's cost.

Eligible grant activities for residential and commercial properties are listed in the table in the Eligible Grant Activities section.

Municipal grant activities

Municipalities may also choose to design their programs to include grant activities occurring on municipal properties. Grant activities eligible for municipal properties are device replacements, irrigation system audits, and the conversion of existing turfgrass to low-input landscaping/drought-tolerant alternative turf. Municipalities that choose to conduct grant activities on municipal properties shall provide measured water savings (ideally) or calculated water savings estimates. These municipalities will also be required to display signage near the grant activity areas that includes the Metropolitan Council and Clean Water Fund logos as well as an explanation of the work done. Participating municipalities must cover the 20% "municipal match" as normal.

This funding is intended to promote and supplement funding for device replacement or turf grass conversion efforts. It is not intended to supplant dedicated municipal funding sources for projects.

Eligible grant activities for municipal properties are listed in the table in the Eligible Grant Activities section.

Low-income cost assistance grant activities

Municipalities operating a residential-facing rebate or grant program may elect to include a low-income cost assistance option in their program. Residents or households who meet a certain income threshold are eligible to receive full cost coverage* for the replacement of one indoor water-using device (toilet, clothes washer, dishwasher, showerhead, or faucet/faucet accessory) with a WaterSense or Energy Star alternative. If a municipality decides to offer the low-income cost assistance option, they can apply for an additional $10,000 (max grant amount of $85,000).

Municipalities that choose to include this option in their residential rebate or grant programs will be required to verify resident eligibility. No municipal match will be required. Residents are eligible for this cost assistance element if:

- The resident is enrolled in a county assistance program
  - Hennepin County Water Assistance Program
  - Ramsey and Washington Counties Water Bill Assistance
  - Scott, Carver, Dakota Counties Energy Assistance Program
    - Scott County Financial Assistance
    - Carver County Emergency Programs
    - Dakota County Emergency Assistance
  - Anoka County Energy Assistance
- The resident is enrolled in SNAP benefits

Eligibility for low-income cost assistance can be verified with appropriate paperwork showing participation in one of the above programs.

*Cost of device and installation is fully covered by Met Council up to:

- $550 for toilets
- $1200 for clothes washers
- $1200 for dishwashers
- $100 for showerheads
- $100 for faucets and faucet accessories

Application funding request

The application form will include a table like the one below, where applying municipalities will lay out their funding request. Row A is the requested grant amount, which covers grant activities at any combination of property types and makes up 80% of the traditional grant program subtotal. Row B is the required municipality match of 20% of the traditional grant program subtotal. Row C is the traditional grant program subtotal. In Row D, applying municipalities may enter the low-income cost assistance amount they expect to spend. The funds in Row D do not require a municipality match. Row E is the sum of Rows C and D.

A	**Requested grant amount for residential, commercial, or municipal grant activities (funding from Met Council)** (80% of traditional grant program subtotal):	**$16,000**
B	**Required municipality matching amount** (20% of traditional grant program subtotal):	**$4,000**
C	**Traditional grant program subtotal** (sum of Met Council grant amount and required municipality match):	**$20,000**

D	*(OPTIONAL)* **Low-income cost assistance requested amount (funding from Met Council)** (100% covered by Met Council funds):	**$5,000**

E	**Total program budget** (sum of traditional grant program subtotal and low-income cost assistance funds):	**$25,000**

**in cases where municipalities have opted in to the low-income cost assistance element, the percent covered by Met Council may exceed 80%*

Eligibility

Requirements for applying municipalities

This grant program is limited to municipalities in the seven-county metropolitan area that operate or are served by a municipal public water supply system.

Grants are only for water efficiency programs offering rebates or grants to property owners and their renters who are customers of the municipal water supply system and who replace specified water-using devices with approved devices that use substantially less water (or conduct other grant activities such as irrigation audits or, for municipalities, turfgrass conversion). In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

Municipalities eligible per above must apply to participate and, if approved, sign a Met Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by Met Council)
- Verify purchase of devices or other grant activities to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible grant activities

The table below walks through the approved grant activities in the WEGP. Included in the table is information related to the property type (residential, commercial, municipal) where grant activities occur as well as information about estimated water savings. Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible as this program is intended as a current infrastructure replacement program.

	Eligible grant activity (with hyperlink to product lookup tool)		Estimated water savings
Indoor water use	Toilets	**Residential toilet** replacement with a WaterSense labeled residential toilet	13,000 gallons per year (source)
		Commercial / Municipal toilet replacement with a WaterSense labeled commercial toilet	790 gallons when replacing a 1.6gpf model and 5,500 when replacing a 3.5gpf model
		Commercial / Municipal urinal replacement with a WaterSense labeled urinal	4,600 gallons per year (source)
	Clothes washing machines	**Residential clothes washing machine** replacement with an Energy Star labeled residential clothes washer	2,700 gallons per year (based on WRF average clothes washer use and Energy Star estimated percent savings)
		Commercial clothes washing machine replacement with an Energy Star labeled commercial clothes washer	45% less water than standard models (source)
	Dishwashers	**Residential dishwasher** replacement with an Energy Star labeled residential dishwasher	8,400 gallons per year (source)
		Commercial dishwasher replacement with an Energy Star labeled commercial clothes washer	5,600 gallons per year (source)
	Showerhead replacement with a WaterSense labeled showerhead		2,700 gallons per year (source)
	Faucet replacement or faucet accessory with a WaterSense labeled faucet or faucet accessory		700 gallons per year (source)

Outdoor water use	**Irrigation system audit** by an Irrigation Professional certified by a US EPA WaterSense program		See report from Irrigation Professional who conducted audit
	Irrigation controllers *(Met Council strongly encourages an irrigation system audit before the installation of a new smart controller)*	**Irrigation controller** replacement with a WaterSense labeled **weather-based controller** (this type of controller is most common)	7,600 gallons per year (source)
		Irrigation controller replacement with a WaterSense labeled **soil moisture-based controller**	15,000 gallons per year (source)
	Irrigation spray sprinkler body replacement with a WaterSense labeled spray sprinkler body *(Met Council strongly encourages an irrigation system audit before the installation of new spray sprinkler bodies)*		5,600 per year (for an average household using 50,500 gallons outdoors, operating at or above 60 pounds per square inch) (source)
	Turfgrass conversion/replacement to a low-input, drought-tolerant landscape at municipal properties ***(Municipal properties only)***		Refer to municipality's pre- and post-replacement water use to calculate water savings. If unable to measure specific water use, municipality will provide estimated annual water savings with explanation of calculation.

Please note, the Met Council strongly encourages an irrigation system audit be conducted before the replacement of an irrigation controller or spray sprinkler bodies. An initial audit ensures the user has information for proper set-up and operation of their irrigation system.

Quarterly reporting

Reporting requirements and payment process

Utilizing a reporting form provided by Met Council, the following information about each grant activity must be reported on a quarterly basis:

- Property address and property type (residential, commercial, municipal)
- Low-income assistance (Y/N) (if applicable)
- Grant activity (device replacement, audit, or municipal turfgrass conversion)
- Brand/model info of new device
- Purchase date (must be on or after effective date of grant agreement)
- Cost per device/approved grant activity
- Number of devices/activities
- Rebate or grant per device
- Estimated annual gallons of water saved per device installation/approved grant activity
- Optional notes column for explaining water use calculations if different from those provided
- Municipality matching funds disbursed
- Number of unmet funding requests from property owners, if any

Municipalities are required to submit a signed and dated quarterly reporting form as well as a PDF(s) of receipts corresponding to each entry in the quarterly reporting form.

Upon review and confirmation of the above information, Met Council will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period (in cases where municipalities have opted in to the low-income cost assistance element, the percent covered by Met Council may exceed 80%).

Met Council will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Determining estimated water savings

Annual water savings estimates may come from a variety of sources. Manufacturers may include water savings estimates in their device descriptions or specifications, irrigation professionals report estimated savings after performing an irrigation system audit, and some past participants of the WEGP have calculated specific water savings estimates based on factors such as household size.

Unless a city has specifically calculated estimated water savings or is referring to manufacturer or audit estimates, the recommended sources for estimated water savings are WaterSense and Energy Star. Water savings estimates from WaterSense and Energy Star are included in the table of eligible grant activities.

In quarterly reports, municipalities will be asked to note the source of their estimates if they different from the estimates provided above. In the case of irrigation system audits and turfgrass conversion on municipal properties, estimates have not been provided by Met Council as these metrics will be calculated by an Irrigation Professional or the municipality, respectively. In any situation where it is possible to report actual water savings, this is preferred.

3. Application process

Application requirements

The application window for the 2026-2028 Water Efficiency Grant Program will open on Friday, March 13, 2026. Applications are due by Monday, April 13, 2026. The application form will be available on the Met Council website.

Required information in the application form includes:

    - the municipality's rebate or grant program design and work plan
    - proposed examples of communications to property owners
    - requested total grant amount
    - estimated annual amount of water saved by the applying municipality
- Application form is available at: https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx
- Submit competed application to: henry.mccarthy@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards in approximately May 2026

Evaluating applications

Program proposals will be evaluated based on the answers provided in the application form as well as the attached work plan. Strong applications will include clear answers to the questions in the application form and a thoughtful work plan that outlines strategies for structuring, administering, and promoting (if applicable) the program. For municipalities intending to conduct grant activities on municipal property, applications should include intended plans for device/landscape installation and estimated hours/cost of labor (whether being done by the municipality or a contractor).

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipal residential per capita water use
- Municipal ratio of peak month to winter month water use
- Estimated water savings from proposed program

Additionally, municipalities may be asked to provide additional information and/or be awarded less than their requested grant amount if their application is lacking detail, a clear work plan, etc. In future grant cycles, a past participant's record of spending down their award may be used to inform award amounts.

EXHIBIT C: Grant amendment form

Revision # ☐

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

2026-2028 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM

GRANT AMENDMENT FORM

NOTICE TO RECIPIENT: Submission of this form is required to modify the Maximum Grant Amount in your Grant Agreement with Metropolitan Council 2026-2028 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your municipality's Maximum Grant Amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your municipality has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed, or 3) when your municipality wishes to substantially change the structure of its program from what was described in the application form and the work plan supplied in the application form.

The process for modifying your Grant Agreement is as follows:

1. Your municipality's authorized representative submits one signed copy of Exhibit C to the Met Council, with any additional information requested by Met Council.
2. Upon receipt and any Met Council approval of signed Exhibit C, the Met Council's authorized representative will obtain Met Council authorized signatures returns a fully executed copy of Exhibit C indicating the new Maximum Grant Amount to Municipality's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as Met Council approved) in #3 box. If you wish to increase your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3. If you do not wish to modify your municipality's Maximum Grant Amount, leave boxes #4, #5, and #6 blank or enter "N/A." If you wish to secure approval for changes to the scope of the approved project in the Water Efficiency Grant Program application form, please document the reasons for the amendment in box #7. Please specify what changes are desired in box #8. Please note that all other requirements as found in the Grant Agreement continue to apply.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as Met Council approved):

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Maximum Grant Agreement Amount requested:

7. Reasons for modifying program structure:

8. Proposed changes to program structure:

MUNICIPALITY NAME:_____

MUNICIPALITY AUTHORIZED REPRESENTATIVE (signature and date):

METROPOLITAN COUNCIL PROGRAM ADMINISTRATOR APPROVAL (signature and date):

METROPOLITAN COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the Met Council Authorized Representative:

CITY OF LAKEVILLE

RESOLUTION NO. 26-

Resolution Approving a Grant Agreement with the Metropolitan Council for the 2026-2028 Water Efficiency Grant

WHEREAS, the Metropolitan Council has awarded the City of Lakeville $48,000 in funding for the 2026-2028 Water Efficiency Grant Program; and

WHEREAS, the City of Lakeville shall match $12,000 (20% of award) in funding; and

WHEREAS, the City of Lakeville shall follow grant administrative and reporting criteria outlined in the grant program overview; and

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

1. The City of Lakeville shall enter into an agreement with the Metropolitan Council for the 2026-2028 Water Efficiency Grant, a copy of which was before the Council.

2. The proper City officials are authorized to execute such agreement, and any amendments thereto.

ADOPTED by the Lakeville City Council this 15th day of June 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

Date: 6/15/2026

Restoration Covenant Church Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Restoration Covenant Church conditional use permit and adopt the findings of fact.

Overview

Rob Jacobson, on behalf of Restoration Covenant Church, has submitted an application and plans for a conditional use permit to a religious institution use to expand with new sanctuary space and for the site to exceed 125% of the minimum parking spaces required by the Zoning Ordinance. The property is zoned RS-3, Single Family Residential District, which allows religious institutions by conditional use permit. A conditional use permit was approved for the original church structure on April 7, 1980, though at that time a CUP form was not created and recorded against the property as is done now.

The Planning Commission held a public hearing on the conditional use permit at its May 21, 2026 meeting. There was no public comment. The Commission inquired about planned future building additions and whether the stormwater ponding proposed for the site is sized to handle the planned full build out; the applicant confirmed that it is. The Planning Commission unanimously recommended approval of the Restoration Covenant Church conditional use permit and adopted the findings of fact.

A Site Improvement Performance Agreement and Stormwater Maintenance Agreement are required in conjunction with this conditional use permit. Those documents are expected to be brought forward for approval at the next City Council meeting.

Supporting Information

1. CUP Form + Findings of Fact
2. May 21, 2026 Planning Commission minutes
3. May 15, 2026 Planning report
4. Exhibits A-F
5. Exhibits G-L
6. May 15, 2026, revised June 10, 2026 Engineering report

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Kris Jenson, Planning Manager

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26- ___

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Restoration Covenant Church to allow an expansion to an existing religious institution and for the construction of parking stalls in excess of 125% of the minimum required by the Zoning Ordinance in the RS-3, Single Family Residential District at 16880 Cedar Avenue.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

   The North 340 feet of the South 1220 feet of the West 560 feet as measured along the West and South lines of that part of the Southwest 1/4 of Section 3, Township 114, Range 20, Dakota County, Minnesota.

3. Conditions. This conditional use permit amendment is issued subject to the following conditions:

   a. The stipulations and recommendations listed in the Engineering Division memorandum dated May 15, 2026, revised June 10, 2026.

   b. The building expansion and site shall be developed consistent with the plans approved by the City Council, as may be amended for compliance with stormwater requirements.

   c. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.

   d. A landscape security shall be submitted with the SIPA.

   e. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.

   f. All parking spaces within the expanded parking area must be a minimum of nine (9) feet in width as required by Section 11-19-7.I of the Zoning Ordinance.

4. Revocation. The City may revoke the conditional use permit amendment for cause upon determination that the conditional use permit amendment 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 amendment shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit amendment unless an extension is approved by the Zoning Administrator.

DATED: June 15, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **15th** day of **June 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION

On May 21, 2026, the Lakeville Planning Commission met at its regularly scheduled meetings to consider the application of Restoration Covenant Church for a conditional use permit to allow: 1) a building expansion of a religious institution in the RS-3, Single Family Residential District, and 2) to exceed 125% of the minimum parking stalls required by the Zoning Ordinance. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District No. 3, the property for public & quasi-public uses.
2. The property is zoned RS-3, Single Family Residential District.
3. The legal description of the property is:

   The North 340 feet of the South 1,220 feet of the West 560 feet as measured along the West and South lines of that part of the Southwest quarter of Section 3, Township 114, Range 20, Dakota County, Minnesota.

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

   a) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.

   Finding: The proposed religious institution is consistent with uses allowed in residential areas of the City. The building meets the height requirements of the RS-3 District and the exterior materials requirements for institutional uses, which is consistent with the policies and provisions of Planning District 3 of the Comprehensive Land Use Plan.

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

Finding: The expansion of the existing religious institution in the RS-3 District will be compatible with existing and future land uses in the area provided compliance with the stipulations outlined in the conditional use permit.

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

Finding: The proposed religious institution use in the RS-3 District conforms to the performance standards set forth in the Zoning Ordinance required for a conditional use permit for the religious institution and additional parking.

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

Finding: The proposed religious institution use will be served with existing public services and will not overburden the City's service capacity.

e) **Traffic generation by the proposed use is within capabilities of streets serving the property.**

Finding: Traffic generation from the religious institution use can be accommodated by minor arterial Cedar Avenue.

5. The planning report dated May 15, 2026 prepared by Kris Jenson, Planning Manager, is incorporated herein.

DECISION

Dated: June 15, 2026

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Taylor Snider, Deputy City Clerk

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 use in the M-2, Mixed Use Cedar Corridor District and to allow a commercial building of less than 2,000 square feet of floor area and the findings of fact, subject to the following stipulations:

1. The site shall be developed according to the plans approved by the City Council.
2. 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

6b. Restoration Covenant Church

Chair Zimmer opened the public hearing to consider the application of Restoration Covenant Church for a conditional use permit for a building expansion with new sanctuary space and to exceed 125% of the minimum parking stalls required by the Zoning Ordinance.

Pastor Rob Jacobson introduced the project.

Ms. Botten presented the staff report. The existing 5,700 square foot church facility, located at 16880 Cedar Avenue, was built in 1980 and is located on a 4.37 acre parcel adjacent to Cedar Avenue (CSAH 23). The plans propose a 7,555 square foot addition for a new sanctuary and lobby space, allowing a portion of the existing building to be remodeled for classrooms and activity space.

This is the first of three planned additions. The parking lot expansion proposes more than 125% of the parking spaces required for the site, based on the new sanctuary space.

The stormwater system is still under review by Engineering staff. The civil plans must be approved by the Engineering Division as well as a Site Improvement Performance Agreement and Stormwater Maintenance Agreement executed by the Developer and approved by the City Council prior to any construction beginning on site.

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 Tinsley to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas inquired what the timeline for the future expansion would be. Pastor Jacobson stated they are out of both kid space and sanctuary space, and they want to have a central entrance. Currently the existing building would be the new family ministries area. In the future plan they would like to build a children's wing and the current wing would then become a student and adult area. The third addition would potentially become some kind of activities space.
- Commissioner Swenson asked with the multiple phases of the building expansion, with the sizing of the parking lots and the expansion proposed is the stormwater facility sized to handle all of the expansions. The architect, Dennis Batty, stated the stormwater facility is sized for all of the future expansions.

Motion was made by Tinsley, seconded by Swenson to recommend to City Council approval of the conditional use permit for a building expansion with new sanctuary space and to exceed 125% of the minimum parking stalls required by the Zoning Ordinance, and the Findings of Fact, subject to the following stipulations:

1. The stipulations and recommendations listed in the Engineering Division memorandum dated May 15, 2026.
2. Civil plans must be approved by the Engineering Division.
3. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.
4. The building and site shall be developed consistent with the plans approved by the City Council.
5. A landscape security shall be submitted with the SIPA.

6. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.
7. Prior to City Council consideration of the CUP, the site plan must be revised to show that all parking spaces within the parking lot expansion area meet the nine (9) foot minimum width requirement as required by 11-19-7.I of the Zoning Ordinance.

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

Nays: 0

There being no further business, the meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Kris Jenson, Planning Manager

Date: May 15, 2026

Subject: Packet Material for the May 21, 2026 Planning Commission Meeting

Agenda Item: Restoration Covenant Church Conditional Use Permit for:

1. Building expansion of religious institution use with new sanctuary space.
2. Exceed 125% of the minimum parking spaces required by the Zoning Ordinance.

Application Action Deadline: June 15, 2026

INTRODUCTION

Applications for a conditional use permit have been submitted by representatives of Restoration Covenant Church for the expansion of the existing 5,400 square foot facility as well as to expand the parking lot to include more than 125% of the minimum number of parking spaces required by the Zoning Ordinance. The existing 5,700 square foot church facility was built in 1980 and is located on a 4.37 acre parcel adjacent to Cedar Avenue (CSAH 23). The plans propose a 7,555 square foot addition for a new 301 seat sanctuary and lobby space, allowing a portion of the existing building to be remodeled for classrooms and activity space with table seating for 130 people. This is the first of three planned additions.

The Restoration Covenant Church plans have been distributed to Engineering and Environmental Resources staff for review.

EXHIBITS

A. Aerial Location Map

B. Zoning Map
C. Existing Conditions and Removals
D. Site Plan
E. Grading & Drainage Plan
F. Utility Plan
G. Tree Preservation Plan & Inventory (2 pages)
H. Landscape Plan
I. Floor Plan
J. Building Elevations (4 pages)
K. Photometric Plan
L. RCC Weekly Schedule of Services, Activities, & Operations (2 Pages)

PLANNING ANALYSIS

Existing Conditions. The site has a 5,400 square foot church and 72 parking spaces and shares an entrance from Cedar Avenue (CSAH 23) with the Spectrum office building to the south.

Adjacent Land Uses.

North: Single family home (RS-3 District)
South: Spectrum office building (C-3 District)
East: Bunker Hill park (P/OS District)
West: Cedar Avenue (CSAH 23), twinhomes (RST-1 District) and single family homes (RS-3 District)

Zoning. The subject property is zoned RS-3, Single Family Residential District which allows religious institution uses by conditional use permit.

Setbacks. The existing structure and proposed addition meet the RS-3 District setback requirements, as follows:

Front and rear yards – 30 feet

Side Yards – 20 feet

Religious institutions are required to have double the side yard setback requirements, so the setback from the north and south property lines is 20 feet, rather than the 10 feet required for a residential dwelling.

Streets. The subject site abuts Cedar Avenue (CSAH 23), which is classified as a minor principal arterial street in the City's Transportation plan.

Trails and Sidewalks. There is an existing trail along the east side of Cedar Avenue. No additional trails or sidewalks are proposed with this project.

Grading, Drainage and Utility Plans. The grading, drainage and utility plans were submitted to the Engineering Division for their review. The civil plans are still under review and must be finalized prior to consideration by

the City Council. Please refer to the May 15, 2026 Engineering Division report for more detailed review comments.

Tree Preservation. Forestry staff have reviewed the submitted tree preservation plan, which identifies 2,470 inches of significant trees within the property boundary. The removal threshold is 40%, or 988 inches. The plans indicate that 1,819 inched will be removed, so 104 diameter inches of replacement planting is required, which is satisfied by the proposed plantings within the landscape plan.

Signs. Any changes to the structure of the existing freestanding sign or addition of signs to the site require the issuance of building permit before installation.

CONDITIONAL USE PERMIT

Section 11-52-7.D allows religious institutions in the RS-3, Single Family Residential District subject to approval of a conditional use permit. Section 11-19-13.J allows the number of parking spaces to exceed 125% of the minimum number required by conditional use permit subject to the following criteria:

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 is served by Cedar Avenue (CSAH 23), which is classified as a minor principal arterial street.

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 this title.

   Access to the site will remain unchanged with this building addition.

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.

   The existing sidewalk along the front of the building will be continued along the front of the building expansion, providing a clearly defined pedestrian area.

D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.

   The site currently has 72 parking spaces, with the parking area proposed to be expanded to the east to accommodate up to 153 spaces. Parking for religious institution uses is calculated based on the design capacity of the main assembly, which in this case has a capacity for 301 persons and requiring a minimum of 100 parking spaces. A conditional use

permit is being processed because the site is proposing in excess of 125% of the Zoning Ordinance requirements, which is supported by staff. The applicant has provided information about the activities to be expected at the site (Exhibit L). The other factors factoring in to staff's support of the request is the inability of the site to overflow to local streets for larger events; while there is an adjacent office building to the south of the site, there is no shared parking agreement, meaning those spaces cannot be counted on to be available to be used if needed. Finally, while the proposed future additions to the building do not include an increase to the sanctuary space, the addition of classrooms and multi-purpose spaces increase the likelihood that there will be additional parking demand outside of the traditional worship times.

Prior to City Council consideration of the CUP, the site plan must be revised to show that all parking spaces within the parking lot expansion area meet the nine (9) foot minimum width requirement as required by 11-19-7.I 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.

Not applicable.

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.

The landscape plan indicates that a number of existing trees along the north property line will remain on site and that two clusters of coniferous trees will be added in those areas to provide additional buffering to the single family home in that area.

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

The landscape plan includes proposed plantings around the perimeter of the site and the parking lot. Parking lot screening has also been added to west, south, and east sides of the parking lot. No plantings are proposed in the area of the future building additions. The City Forester has reviewed and approved the landscape plan. Prior to any landscape inspections on site, an as-planted landscape plan must be submitted to Forestry staff.

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

The photometric plan indicates that parking lot lighting will be 20 foot tall poles on a 2.5 foot tall base and located within the center rows of parking. The light levels are in compliance with section 11-16-17 of the Zoning Ordinance.

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 this title.

There is not anticipated to be any exterior noise generated by the use beyond the general day to day activity.

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

The stormwater system is still under review by Engineering staff. The civil plans must be approved by the Engineering Division as well as a Site Improvement Performance Agreement and Stormwater Maintenance Agreement executed by the Developer and approved by the City Council prior to any construction beginning on site.

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 addition is primarily clad in cultured stone, face brick, and glass (79%), in compliance with Zoning Ordinance requirements. The Zoning Ordinance permits the east elevation of the structure, which faces away from public right of way, and will be covered and/or removed at the time of building expansion, to utilize grade D materials. The existing structure will have new exterior materials as well, such as to give the entire structure a cohesive appearance.

The proposed addition has an overall height to the peak of 33 feet, 4 inches, which is less than the 35 foot maximum height allowed in the RS-3 district. The building also proposed a painted metal cross atop the building, which would have a height of approximately 40 feet. Section 11-17-74 D exempts church spires and crosses or other symbols as an element of the principal building

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 this title.

A temporary trash enclosure will be created on the east side of the building addition. A permanent trash enclosure is planned to be constructed at the east side of the parking lot once the church is working on the final phase of construction.

M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.

A small monument sign exists on site currently for the church. Any structural changes to the sign require a sign permit to be issued prior

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.

Not 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 church operation are not expected to be incompatible with the area.

Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable.

The use complies with the performance standards of the RS-3 district.

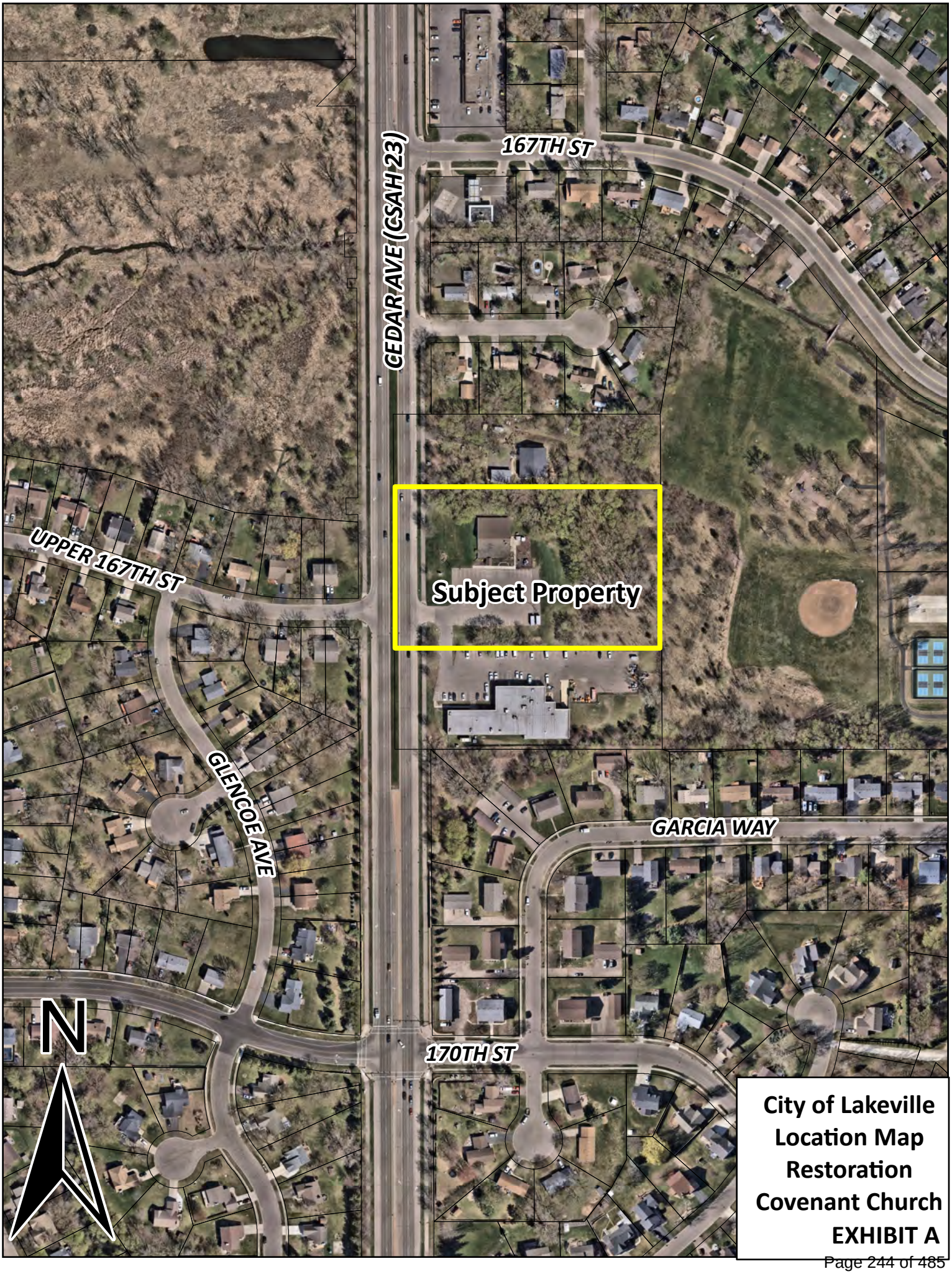
RECOMMENDATION

Community Development staff have reviewed the plans for Restoration Covenant Church and determined they meet the requirements of the Zoning and Subdivision Ordinances and recommends approval of a conditional use permit, subject to the following stipulations:

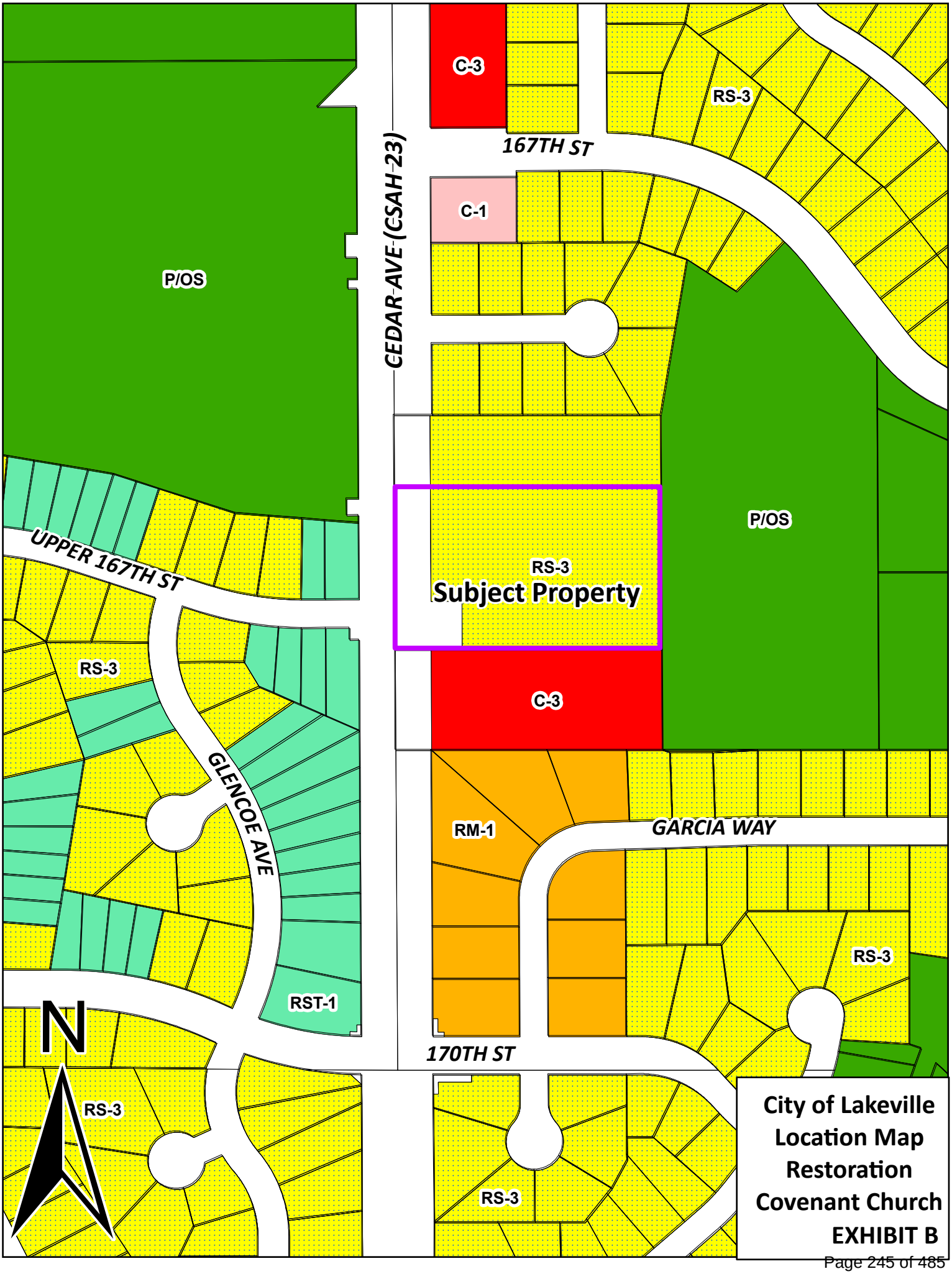
1. The stipulations and recommendations listed in the Engineering Division memorandum dated May 15, 2026.
2. Civil plans must be approved by the Engineering Division.
3. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.
4. The building and site shall be developed consistent with the plans approved by the City Council.

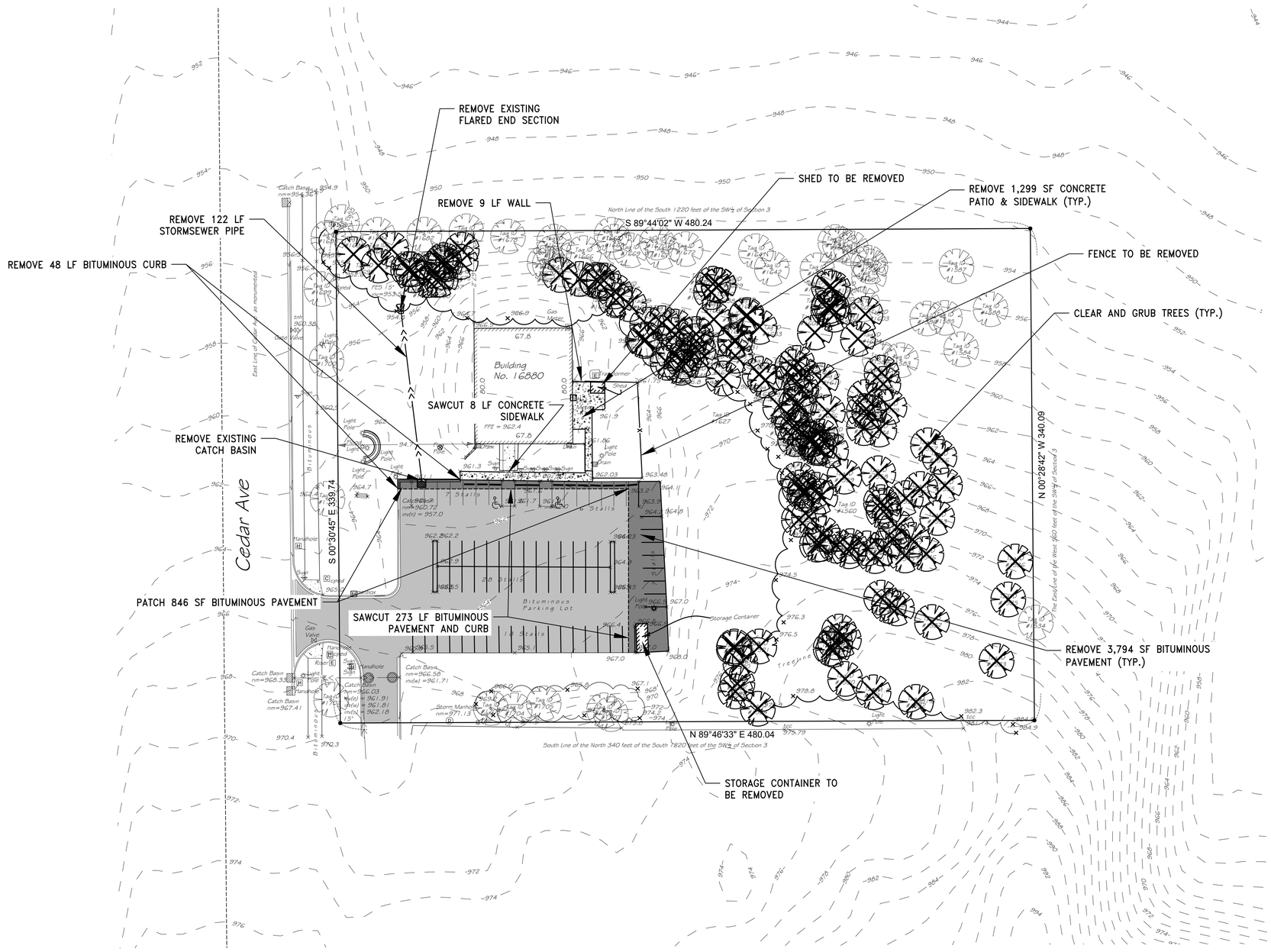
5. A landscape security shall be submitted with the SIPA.
6. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.
7. Prior to City Council consideration of the CUP, the site plan must be revised to show that all parking spaces within the parking lot expansion area meet the nine (9) foot minimum width requirement as required by 11-19-7.I of the Zoning Ordinance.

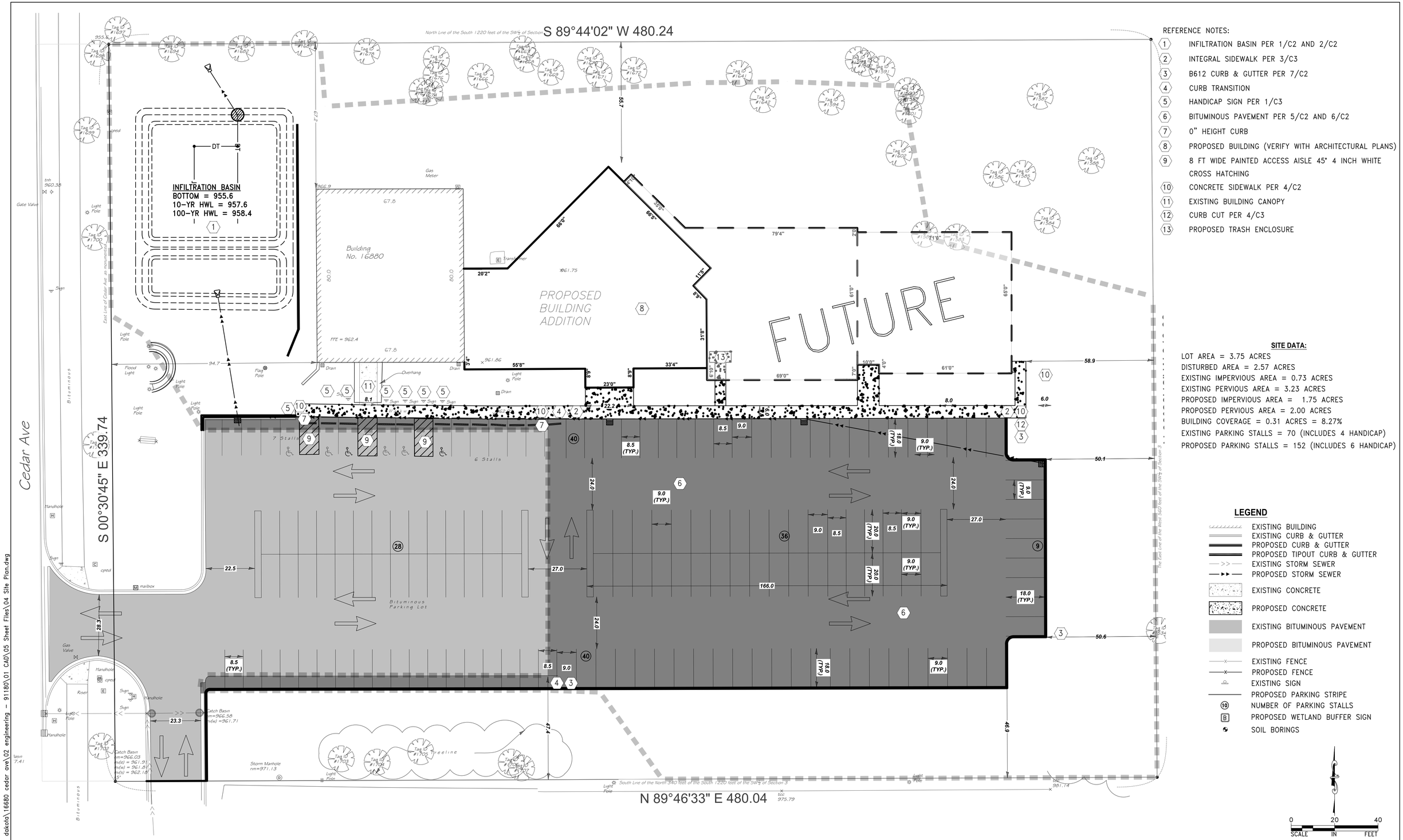
Findings of fact are attached for consideration.

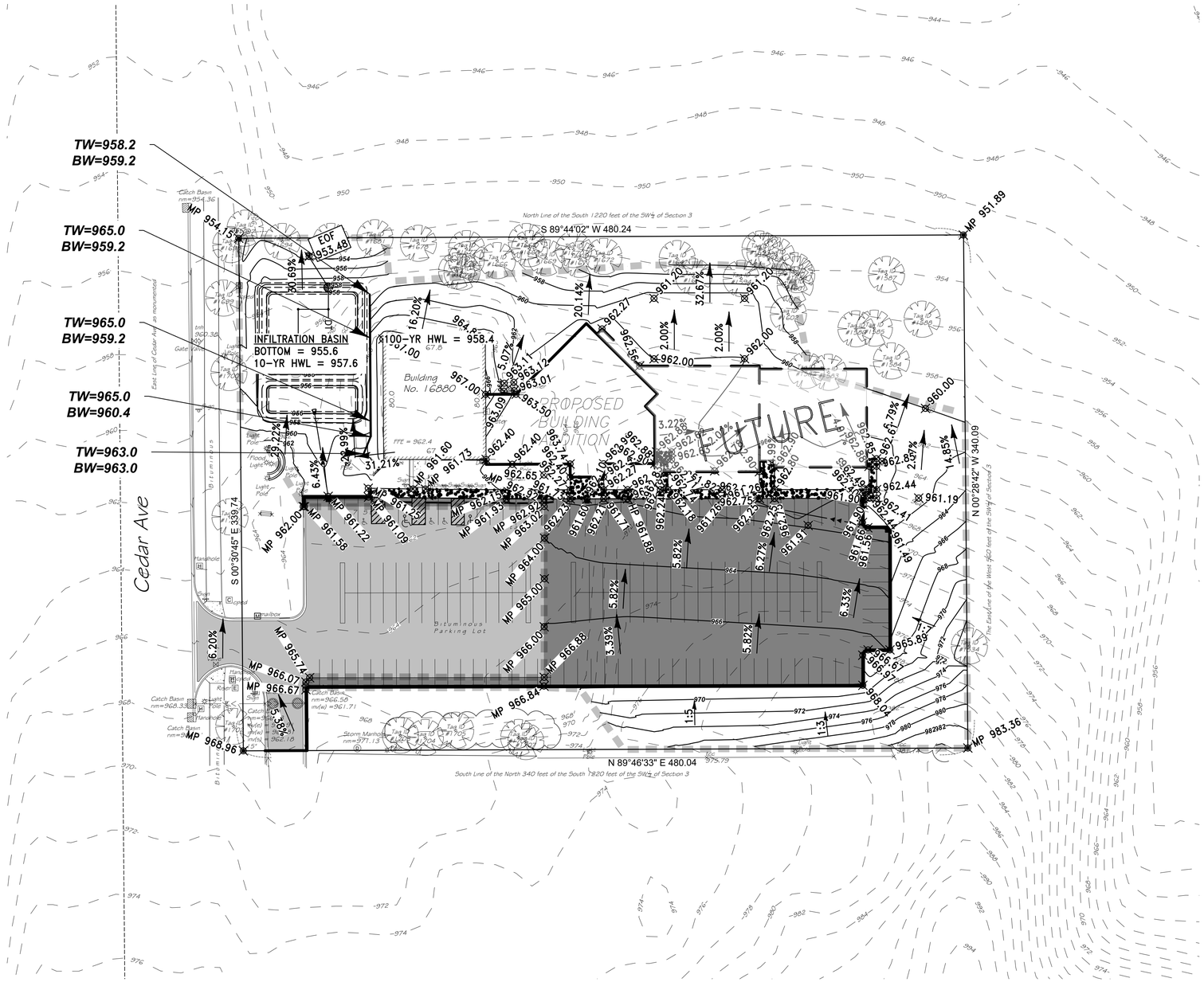


City of Lakeville
Location Map
Restoration Covenant Church
EXHIBIT A


C-3
RS-3
167TH ST
C-1
CEDAR AVE (CSAH 23)
P/OS
P/OS
UPPER 167TH ST
RS-3
Subject Property
RS-3
C-3
GLENCOE AVE
RM-1
GARCIA WAY
RS-3
RST-1
N
170TH ST
RS-3
RS-3
City of Lakeville
Location Map
Restoration
Covenant Church
EXHIBIT B


REMOVE EXISTING FLARED END SECTION
SHED TO BE REMOVED
REMOVE 1,299 SF CONCRETE PATIO & SIDEWALK (TYP.)
REMOVE 9 LF WALL
REMOVE 122 LF STORMSEWER PIPE
REMOVE 48 LF BITUMINOUS CURB
FENCE TO BE REMOVED
CLEAR AND GRUB TREES (TYP.)
SAWCUT 8 LF CONCRETE SIDEWALK
REMOVE EXISTING CATCH BASIN
PATCH 846 SF BITUMINOUS PAVEMENT
SAWCUT 273 LF BITUMINOUS PAVEMENT AND CURB
REMOVE 3,794 SF BITUMINOUS PAVEMENT (TYP.)
STORAGE CONTAINER TO BE REMOVED
Building No. 16880
Cedar Ave
S 89°44'02" W 480.24
N 89°46'33" E 480.04
S 00°30'45" E 339.74
N 00°28'42" W 340.09
North Line of the South 1220 feet of the SW¼ of Section 3
South Line of the North 340 feet of the South 1820 feet of the SW¼ of Section 3
East Line of the West 340 feet of the SW¼ of Section 3
Bituminous Parking Lot
6 Stalls
26 Stalls
16 Stalls
7 Stalls
Storage Container
Catch Basin rim=954.36
Catch Basin rim=962.72 inv(e) = 957.0
Catch Basin rim=966.33
Catch Basin rim=966.58 inv(w) =961.71
Catch Basin rim=966.03 inv(e) 961.91 inv(w) = 961.81 inv(s) = 962.18
Catch Basin rim=967.41
Storm Manhole rim=971.13
Gas Valve
Hydrant
Riser
Sign
Yardhole
Light Pole
Drain
Curb Stop
Tag ID #1560
Tag ID #1634
Tag ID #1627
Tag ID #1705
Tag ID #1706
Tag ID #1707
Tag ID #1708
Tag ID #1709
Tag ID #1710
Tag ID #1711
Tag ID #1712
Tag ID #1713
Tag ID #1714
Tag ID #1715
Tag ID #1716
Tag ID #1717
Tag ID


S 89°44'02" W 480.24
North Line of the South 1220 feet of the SW¼ of Section 3
S 00°30'45" E 339.74
Cedar Ave
N 89°46'33" E 480.04
South Line of the North 340 feet of the South 1220 feet of the SW¼ of Section 3
INFILTRATION BASIN
BOTTOM = 955.6
10-YR HWL = 957.6
100-YR HWL = 958.4
Building No. 16880
PROPOSED BUILDING ADDITION
FUTURE
Bituminous Parking Lot
7 Stalls
6 Stalls
Gas Meter
Transformer
Gate Valve
Light Pole
Flood Light
Flag Pole
Drain
Overhang
Sign
Handhole
Mailbox
Catch Basin rim=966.03 inv(e) = 961.91 inv(w) = 961.81 inv(s) = 962.16
Catch Basin rim=966.55 inv(w) =961.71
Storm Manhole rim=971.13
Treeline
Bituminous
Basin 7.41
955.6
960.38
966.9
967.8
961.75
961.86
971.14
975.79
FFE = 962.4
94.7
55.7
66'0"
65'5"
20'2"
11'5"
8'9"
31'8"
55'8"
33'4"
23'0"
79'4"
71'0"
61'0"
69'0"
10'0"
7'0"
4'0"
65'0"
58.9
50.1
50.6
46.9
74.4
22.4
8.1
6.0
8.0
2.0
22.5
28.3
23.3
27.0
166.0
24.0
8.5 (TYP.)
9.0 (TYP.)
18.0 (TYP.)
20.0 (TYP.)
9.6 (TYP.)
27.0
3.4'
2.9'
2.0'
2.0'
2.0



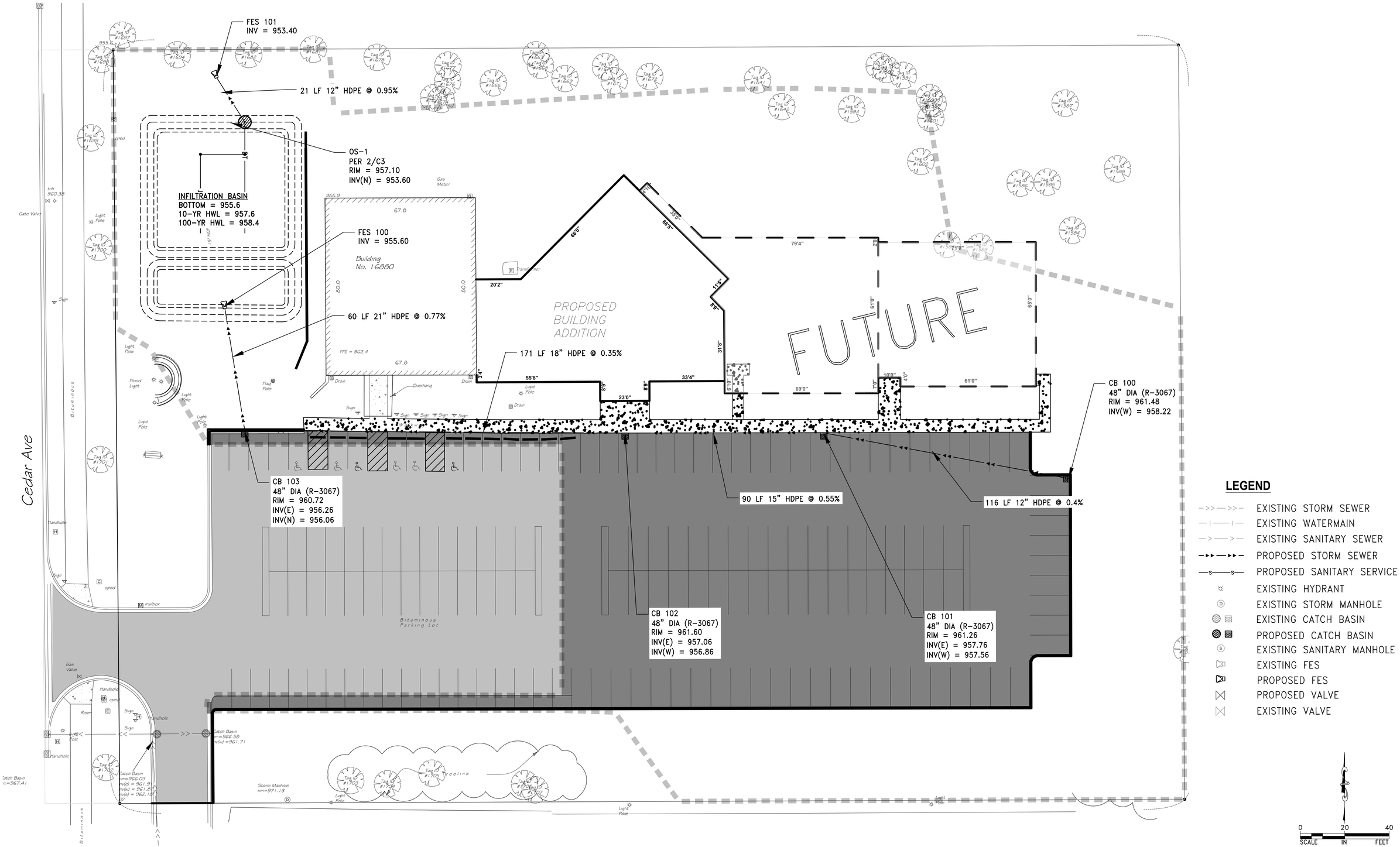
LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPOSED TIPOUT CURB & GUTTER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATERMAIN
- EXISTING FENCE
- PROPOSED FENCE
- PROPOSED BITUMINOUS CURB
- PROPOSED GRADING LIMITS
- 2.00% PROPOSED SLOPE
- HP 910.00 PROPOSED HIGH POINT
- MP 910.00 PROPOSED MATCH POINT
- LP 910.00 PROPOSED LOW POINT
- TS 910.00 PROPOSED TOP OF SLAB
- 910.00 PROPOSED GUTTER LINE OR FINISHED GROUND ELEVATION
- PROPOSED WETLAND BUFFER
- EDGE OF DELINEATED WETLAND
- PROPOSED WETLAND BUFFER SIGN
- PROPOSED EMERGENCY OVERFLOW
- PROPOSED EMERGENCY OVERFLOW

0 20 40
SCALE IN FEET

f:\survey\3-114-20 - dakota\16680 cedar ave\02 engineering - 91180\01 CAD\05 Sheet Files\05 Grading & Drainage Plan.dwg

DESIGNED BY: JAP DRAWN BY: ABL CHECKED BY: GRP	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. NOT FOR CONSTRUCTION JEFFREY A. PRASCH, P.E. DATE: 12.22.25 LIC. NO.: 52706	02.10.26 04.16.26	REVISIONS EXISTING CONTOURS AND RETAINING WALL CITY COMMENTS	DEMARC LAND SURVEYING & ENGINEERING 7601 73RD AVENUE N, BROOKLYN PARK, MN 55428 PHONE: 763.560.3093 FAX: 763.560.3522 www.DemarcInc.com	THE DENNIS BATTY & ASSOCIATES GROUP 22770 IMPERIAL AVENUE N FOREST LAKE, MINNESOTA 55025 651-464-3756	RESTORATION COVENANT CHURCH 16880 CEDAR AVENUE LAKEVILLE, MINNESOTA	GRADING & DRAINAGE PLAN	PROJECT: 91180 SHEET NO. C6 OF C9


FES 101
INV = 953.40
21 LF 12" HDPE @ 0.95%
OS-1
PER 2/C3
RIM = 957.10
INV(N) = 953.60
INFILTRATION BASIN
BOTTOM = 955.6
10-YR HWL = 957.6
100-YR HWL = 958.4
FES 100
INV = 955.60
60 LF 21" HDPE @ 0.77%
171 LF 18" HDPE @ 0.35%
CB 103
48" DIA (R-3067)
RIM = 960.72
INV(E) = 956.26
INV(N) = 956.06
CB 102
48" DIA (R-3067)
RIM = 961.60
INV(E) = 957.06
INV(W) = 956.86
90 LF 15" HDPE @ 0.55%
CB 101
48" DIA (R-3067)
RIM = 961.26
INV(E) = 957.76
INV(W) = 957.56
116 LF 12" HDPE @ 0.4%
CB 100
48" DIA (R-3067)
RIM = 961.48
INV(W) = 958.22
PROPOSED BUILDING ADDITION
FUTURE
Building No. 16880
FFE = 962.4
Bituminous Parking Lot
Cedar Ave
Treeline
Storm Manhole rim=971.13
Catch Basin rim=966.50 inv(e) =961.71
Catch Basin rim=966.03 inv(e) = 961.9 inv(w) = 961.8 inv(s) = 962.16
Catch Basin rim=967.41
Gas Meter
Gas Valve
Transformer
Flood Light
Light Pole
Flag Pole
Sign
Handhole
Mailbox
Overhang
Drain
Riser
Tag ID #1701
Tag ID #1702
Tag ID #1703
Tag ID #1704
Tag ID #1705
Tag ID #1706
Tag ID #1707
Tag ID #1708
Tag ID #1709
Tag ID #1710
Tag ID #1711
Tag ID #1712
Tag ID #1713
Tag ID

GENERAL NOTES:

1. See Civil Engineer's plans for site plan layout and dimensions.
2. Contractor to coordinate all work in the city right-of-way with City of Lakeville Public Works Department.
3. Place a minimum of 6" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
4. See Civil Engineer's Plans for proposed grading & utilities.
5. See Sheet L2 for Landscape Details, Notes, and Schedule.
6. Refer to Civil Engineer's Plans for work limits and extent of grading.

LANDSCAPE LEGEND:

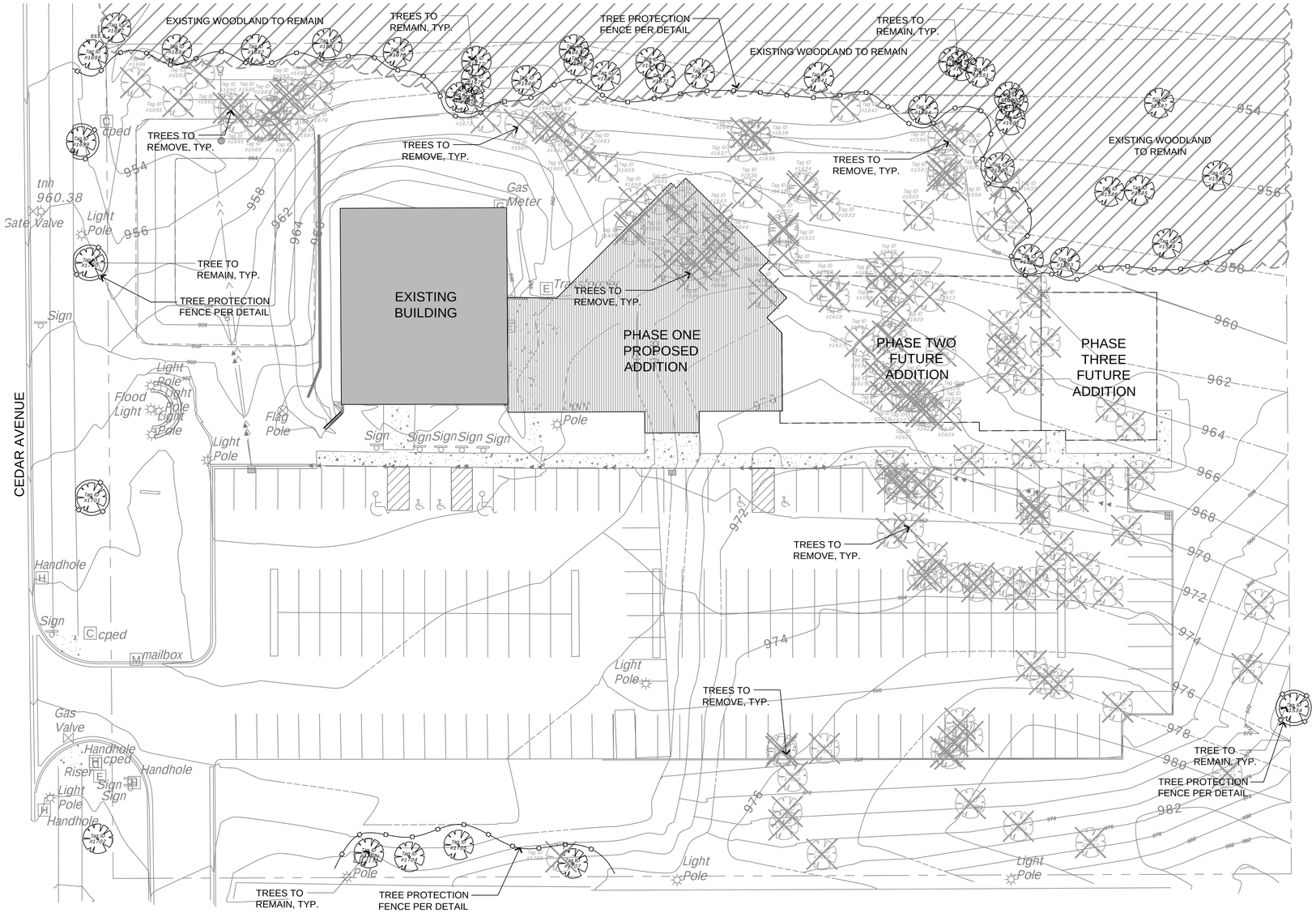
Existing Tree to Remain

Existing Tree to Remove

Tree Protection Fence

NOTE: Refer to Civil 'Existing Conditions & Removals' Plan for Tree Removals. Unless otherwise noted on civil plans, grind stumps to a minimum of 30" below grade.

**** SEE SHEET L4 FOR TREE MITIGATION NOTES, SEE SHEET L5 FOR TREE MITIGATION SCHEDULES ****



* SEE SHEET L4 FOR TREE MITIGATION NOTES, SEE SHEET L5 FOR TREE MITIGATION SCHEDULES *

CITY OF LAKEVILLE LANDSCAPE TREE PRESERVATION REQUIREMENTS:

Zoning: Residential District

Development in residential districts may remove or disturb up to forty percent (40%) of the total diameter inches of significant trees without replacement; any tree removal or disturbance beyond this threshold shall require replacement tree planting.

Tree Replacement Requirements:

a. Common Trees: Twelve and one-half percent (12.5%) of the diameter inches removed above the removal limits shall be replaced.
b. Conifer Trees:
(1) Twenty five percent (25%) of the diameter inches removed above the removal limit must be replaced.
(2) Coniferous species shall be replaced with new trees, either coniferous or deciduous, at a rate of twenty five percent (25%) the diameter of inches removed.
c. Hardwood Deciduous Trees: Fifty percent (50%) of the diameter inches removed above the removal limit shall be replaced with new deciduous or coniferous tree diameter inches.
d. Heritage Trees: One hundred percent (100%) of diameter inches removed must be replaced.

* Replacement tree species shall be limited to those identified on the City of Lakeville Building Permit Guidelines, except as otherwise approved by the City Forester, and the following:

-- Where ten (10) or more replacement trees are required, not more than twenty percent (20%) shall be of the same genus.
-- Ornamental tree species of a lesser size may comprise up to fifteen percent (15%) of the required replacement diameter inches provided that the required total replacement diameter inches is met.

MITIGATION REQUIREMENTS CALCULATION:

TOTAL EXISTING SIGNIFICANT INCHES: 2,470
TOTAL SIGNIFICANT INCHES REMOVED: 1,819

40% ALLOWED REMOVAL: 988
SIGNIFICANT INCHES PRESERVED: 651
TOTAL MITIGATION INCHES REQUIRED: 104

OVERSTORY TREES PROPOSED: 17
COLUMNAR TREES PROPOSED: 04
CONIFEROUS TREES PROPOSED: 15
ORNAMENTAL TREES PROPOSED: 07

TOTAL TREES PROPOSED: 43
TOTAL MITIGATION INCHES PROPOSED: 104

TREES TO REMAIN IN THE WORK LIMITS NOTE:

All trees scheduled to remain within the work limits shall have a forester limb them up, remove suckers & crossing branches, and ensure clearances for vehicles and trucks. Clear and grub any underbrush.

TREE PRESERVATION AND MITIGATION PLAN:

0 25' 50'
SCALE: 1" = 25'-0"
NORTH

811 Know what's below. Call before you dig.

CALYX DESIGN GROUP
Landscape Architecture & Planning
475 CLEVELAND AVE. N, SUITE 101A, ST PAUL, MN 55104
PHONE: 651.788.9018
www.calyxdesigngroup.com

ISSUE DATE:	03/09/2026
DRAWN BY:	AL
CHECKED BY:	BH

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

DATE: xx/xx/xxxx LIC. NO.: 48084

REVISIONS		
1	01/09/2026	Preliminary Landscape Set
2	01/23/2026	Preliminary Landscape Revisions
3	03/20/2026	CUP Application Submittal

DEMARC
LAND SURVEYING & ENGINEERING
7601 73RD AVENUE N, BROOKLYN PARK, MN 55428
PHONE: 763.560.3093 FAX: 763.560.3522
www.DemarcInc.com

THE DENNIS BATTY & ASSOCIATES GROUP
22770 IMPERIAL AVENUE N
FOREST LAKE, MINNESOTA 55025
651-464-3756

RESTORATION COVENANT CHURCH
16880 CEDAR AVENUE
LAKEVILLE, MINNESOTA 55068

TREE PRESERVATION & MITIGATION PLAN

PROJECT: 25147

SHEET NO. L0 OF L5

TREE MITIGATION SHEDULES:

Tag ID	Common Name	Classification	Caliper	Condition	Significant?	Save/Remove?	Notes:
1518	Siberian Elm	INVASIVE	7	FAIR	NO	REMOVE	
1519	Siberian Elm	INVASIVE	6	FAIR	NO	REMOVE	
1520	Siberian Elm	INVASIVE	7	FAIR	NO	REMOVE	
1521	Box Elder	COMMON	19	POOR	NO	REMOVE	Major decay at the base
1522	Siberian Elm	INVASIVE	6	FAIR	NO	REMOVE	
1523	Siberian Elm	INVASIVE	6	FAIR	NO	REMOVE	
1524	Siberian Elm	INVASIVE	7	FAIR	NO	REMOVE	2 Trunks - 7, 6
1525	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1526	Box Elder	COMMON	7	FAIR	YES	REMOVE	
1527	Box Elder	COMMON	14	FAIR	YES	REMOVE	2 Trunks - 14, 12
1528	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1529	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1530	Siberian Elm	INVASIVE	6	FAIR	NO	REMOVE	
1531	Siberian Elm	INVASIVE	8	FAIR	NO	REMOVE	
1532	American Elm	COMMON	8	FAIR	YES	REMOVE	
1533	Box Elder	COMMON	13	FAIR	YES	REMOVE	3 Trunks - 13, 8, 7
1534	American Elm	COMMON	9	FAIR	YES	SAVE	
1535	Box Elder	COMMON	20	FAIR	YES	REMOVE	2 Trunks - 20, 13
1536	American Elm	COMMON	6	FAIR	YES	REMOVE	
1537	Cottonwood	COMMON	21	FAIR	YES	REMOVE	
1538	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1539	Box Elder	COMMON	12	FAIR	YES	REMOVE	3 Trunks - 12, 9, 7
1540	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1541	Cottonwood	COMMON	16	FAIR	YES	REMOVE	
1542	Cottonwood	COMMON	16	FAIR	YES	REMOVE	
1543	Cottonwood	COMMON	18	FAIR	YES	REMOVE	
1544	Cottonwood	COMMON	18	FAIR	YES	REMOVE	
1545	Cottonwood	COMMON	15	FAIR	YES	REMOVE	
1546	Cottonwood	COMMON	22	FAIR	YES	REMOVE	
1547	Cottonwood	COMMON	21	FAIR	YES	REMOVE	
1548	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1549	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1550	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1551	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1552	Box Elder	COMMON	7	POOR	NO	REMOVE	50% of tree is dead
1553	Cottonwood	COMMON	32	FAIR	YES	REMOVE	
1554	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1555	Box Elder	COMMON	8	FAIR	YES	REMOVE	2 Trunks - 8, 6
1556	Box Elder	COMMON	10	FAIR	YES	REMOVE	2 Trunks - 10, 8
1557	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1558	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1559	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1560	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1561	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1562	Box Elder	COMMON	16	FAIR	YES	REMOVE	2 Trunks - 16, 11
1563	Box Elder	COMMON	13	FAIR	YES	REMOVE	
1564	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1565	Box Elder	COMMON	20	FAIR	YES	REMOVE	
1566	Cottonwood	COMMON	21	FAIR	YES	REMOVE	
1567	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1568	Cottonwood	COMMON	24	FAIR	YES	REMOVE	
1569	Cottonwood	COMMON	18	FAIR	YES	REMOVE	
1570	Cottonwood	COMMON	22	FAIR	YES	REMOVE	
1571	Cottonwood	COMMON	16	FAIR	YES	REMOVE	
1572	Cottonwood	COMMON	23	FAIR	YES	REMOVE	
1573	Cottonwood	COMMON	18	FAIR	YES	REMOVE	
1574	Box Elder	COMMON	23	FAIR	YES	REMOVE	
1575	Box Elder	COMMON	13	FAIR	YES	REMOVE	3 Trunks - 13, 12, 9
1576	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1577	Box Elder	COMMON	25	FAIR	YES	REMOVE	
1578	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1579	Box Elder	COMMON	7	FAIR	YES	REMOVE	
1580	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1581	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1582	Box Elder	COMMON	20	FAIR	YES	SAVE	
1583	Box Elder	COMMON	18	FAIR	YES	SAVE	2 Trunks - 18, 17
1584	Black Walnut	DECIDUOUS	11	GOOD	YES	SAVE	
1585	Box Elder	COMMON	25	FAIR	YES	SAVE	
1586	Box Elder	COMMON	19	FAIR	YES	SAVE	2 Trunks - 19, 13
1587	Box Elder	COMMON	7	FAIR	YES	SAVE	
1588	Green Ash	COMMON	7	FAIR	NO	SAVE	Appears healthy
1589	Box Elder	COMMON	11	FAIR	YES	SAVE	
1590	Box Elder	COMMON	13	FAIR	YES	SAVE	
1591	Box Elder	COMMON	10	FAIR	YES	SAVE	
1592	Box Elder	COMMON	9	FAIR	YES	SAVE	
1593	Box Elder	COMMON	7	FAIR	YES	SAVE	
1594	Box Elder	COMMON	15	FAIR	YES	SAVE	
1595	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1596	Box Elder	COMMON	20	FAIR	YES	REMOVE	
1597	Box Elder	COMMON	14	POOR	NO	REMOVE	Mechanical damage along trunk
1598	Box Elder	COMMON	18	FAIR	YES	REMOVE	
1599	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1600	Box Elder	COMMON	18	FAIR	YES	REMOVE	2 Trunks - 18, 6
1601	Box Elder	COMMON	13	FAIR	YES	SAVE	
1602	Box Elder	COMMON	13	FAIR	YES	SAVE	
1603	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1604	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1605	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1606	Box Elder	COMMON	22	FAIR	YES	REMOVE	
1607	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1608	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1609	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1610	Box Elder	COMMON	24	FAIR	YES	REMOVE	3 Trunks - 24, 17, 14
1611	Box Elder	COMMON	21	POOR	NO	REMOVE	Decay at base
1612	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1613	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1614	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1615	Box Elder	COMMON	18	FAIR	YES	REMOVE	
1616	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1617	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1618	Box Elder	COMMON	7	FAIR	YES	REMOVE	
1619	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1620	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1621	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1622	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1623	Box Elder	COMMON	11	FAIR	YES	REMOVE	
1624	Box Elder	COMMON	15	FAIR	YES	REMOVE	2 Trunks - 15, 14
1625	Box Elder	COMMON	20	POOR	NO	REMOVE	Major decay at base
1626	Box Elder	COMMON	11	POOR	NO	REMOVE	2 Trunks - 11, 9 (9" trunk is in poor conditio
1627	Box Elder	COMMON	14	FAIR	YES	REMOVE	
1628	Box Elder	COMMON	13	FAIR	YES	REMOVE	
1629	Box Elder	COMMON	20	FAIR	YES	REMOVE	
1630	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1631	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1632	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1633	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1634	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1635	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1636	Box Elder	COMMON	9	POOR	NO	REMOVE	Decay along trunk
1637	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1638	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1639	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1640	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1641	Box Elder	COMMON	24	FAIR	YES	SAVE	
1642	Box Elder	COMMON	22	POOR	NO	REMOVE	Broken at base, but still alive, tree is growing horizontally off of the ground
1643	Box Elder	COMMON	12	FAIR	YES	REMOVE	
1644	Box Elder	COMMON	24	FAIR	YES	REMOVE	2 Trunks - 24, 17
1645	Box Elder	COMMON	22	FAIR	YES	REMOVE	
1646	Box Elder	COMMON	22	POOR	NO	REMOVE	Decay at base, tree is 80% dead
1647	American Elm	COMMON	6	FAIR	YES	REMOVE	
1648	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1649	Mulberry	COMMON	7	FAIR	NO	REMOVE	
1650	Box Elder	COMMON	22	FAIR	YES	REMOVE	
1651	Box Elder	COMMON	6	FAIR	YES	REMOVE	
1652	Box Elder	COMMON	8	FAIR	YES	REMOVE	
1653	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1654	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1655	Box Elder	COMMON	22	FAIR	YES	REMOVE	
1656	Mulberry	COMMON	6	FAIR	NO	REMOVE	
1657	Green Ash	COMMON	6	FAIR	NO	REMOVE	Appears healthy
1658	Green Ash	COMMON	8	POOR	NO	REMOVE	Infested by emerald ash borer
1659	Box Elder	COMMON	26	FAIR	YES	REMOVE	
1660	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1661	American Elm	COMMON	9	FAIR	YES	REMOVE	
1662	Box Elder	COMMON	23	POOR	NO	REMOVE	Major decay at base
1663	American Elm	COMMON	9	FAIR	YES	REMOVE	
1664	Box Elder	COMMON	9	FAIR	YES	REMOVE	
1665	Box Elder	COMMON	18	FAIR	YES	REMOVE	
1666	Box Elder	COMMON	25	FAIR	YES	SAVE	
1667	Box Elder	COMMON	14	FAIR	YES	SAVE	
1668	Box Elder	COMMON	7	FAIR	YES	SAVE	
1669	Box Elder	COMMON	15	FAIR	YES	SAVE	
1670	Box Elder	COMMON	23	FAIR	YES	SAVE	
1671	Box Elder	COMMON	25	FAIR	YES	SAVE	
1672	Box Elder	COMMON	18	FAIR	YES	SAVE	
1673	Box Elder	COMMON	18	FAIR	YES	REMOVE	
1674	Box Elder	COMMON	17	FAIR	YES	SAVE	
1675	Box Elder	COMMON	23	FAIR	YES	SAVE	
1676	Box Elder	COMMON	17	FAIR	YES	SAVE	2 Trunks - 17, 16
1677	Box Elder	COMMON	9	FAIR	YES	SAVE	
1678	Box Elder	COMMON	18	FAIR	YES	SAVE	
1679	Box Elder	COMMON	20	FAIR	YES	REMOVE	
1680	Box Elder	COMMON	24	FAIR	YES	REMOVE	
1681	Box Elder	COMMON	12	FAIR	YES	SAVE	
1682	Box Elder	COMMON	20	FAIR	YES	SAVE	
1683	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1684	Box Elder	COMMON	6	FAIR	YES	REMOVE	
1685	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1686	Box Elder	COMMON	22	FAIR	YES	REMOVE	
1687	Box Elder	COMMON	25	FAIR	YES	REMOVE	
1688	Box Elder	COMMON	24	FAIR	YES	REMOVE	
1689	Box Elder	COMMON	15	FAIR	YES	REMOVE	
1690	Box Elder	COMMON	13	FAIR	YES	REMOVE	
1691	Box Elder	COMMON	20	FAIR	YES	REMOVE	
1692	Box Elder	COMMON	16	FAIR	YES	REMOVE	
1693	Box Elder	COMMON	10	FAIR	YES	REMOVE	
1694	Box Elder	COMMON	9	FAIR	YES	SAVE	
1695	Box Elder	COMMON	21	FAIR	YES	REMOVE	
1696	Hybrid Elm	COMMON	16	GOOD	YES	REMOVE	
1697	Hybrid Elm	COMMON	18	GOOD	YES	SAVE	
1698	Hackberry	DECIDUOUS	12	GOOD	YES	SAVE	
1699	Hybrid Elm	COMMON	17	GOOD	YES	SAVE	
1700	Hybrid Elm	COMMON	19	GOOD	YES	SAVE	
1701	Autumn Blaze Maple	DECIDUOUS	9	GOOD	YES	SAVE	
1702	Hybrid Elm	COMMON	20	GOOD	YES	SAVE	
1703	Box Elder	COMMON	23	FAIR	YES	SAVE	2 Trunks - 23, 22
1704	American Elm	COMMON	21	FAIR	YES	SAVE	2 Trunks - 21, 17
1705	American Elm	COMMON	23	FAIR	YES	SAVE	
1706	Box Elder	COMMON	23	POOR	NO	REMOVE	Major decay along trunk
1707	Box Elder	COMMON	13	FAIR	YES	SAVE	3 Trunks - 13, 11 , 10

		Caliper Inches
	Total Existing Significant Inches	2,470
	Total Significant Inches On Site Removed	1,819
	Total Significant Inches 40% Allowed Removal	988
	Total Significant Inches On-Site Preserved	651
	Total Significant Inches Needing Mitigation	104

ALLOWABLE TREE REMOVAL: Development in residential districts may remove or disturb up to forty percent (40%) of the total diameter inches of significant trees without replacement; any tree removal or disturbance beyond this threshold shall require replacement tree planting.

City of Lakeville, Minnesota Municipal Code - Ordinance NO. 1109 - 11-21-11: Tree Preservation

GENERAL NOTES:

1. See Civil Engineer's plans for site plan layout and dimensions.
2. Contractor to coordinate all work in the city right-of-way with City of Lakeville Public Works Department.
3. Place a minimum of 6" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
4. See Civil Engineer's Plans for proposed grading & utilities.
5. See Sheet L2 for Landscape Details, Notes, and Schedule.
6. Refer to Civil Engineer's Plans for work limits and extent of grading.

811 Know what's below. Call before you dig.

CALYX DESIGN GROUP
Landscape Architecture & Planning
475 CLEVELAND AVE. N, SUITE 101A, ST PAUL, MN 55104
PHONE: 651.788.9018
www.calyxdesigngroup.com

ISSUE DATE: 03/09/2026
DRAWN BY: AL
CHECKED BY: BH

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

DATE: xx/xx/xxxx LIC. NO.: 48084

	REVISIONS
1	01/09/2026 Preliminary Landscape Set
2	01/23/2026 Preliminary Landscape Revisions
3	03/20/2026 CUP Application Submittal

DEMARC
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PHONE: 763.560.3093 FAX: 763.560.3522
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651-464-3756

RESTORATION COVENANT CHURCH
16880 CEDAR AVENUE
LAKEVILLE, MINNESOTA 55068

TREE MITIGATION SCHEDULES

PROJECT: 25147

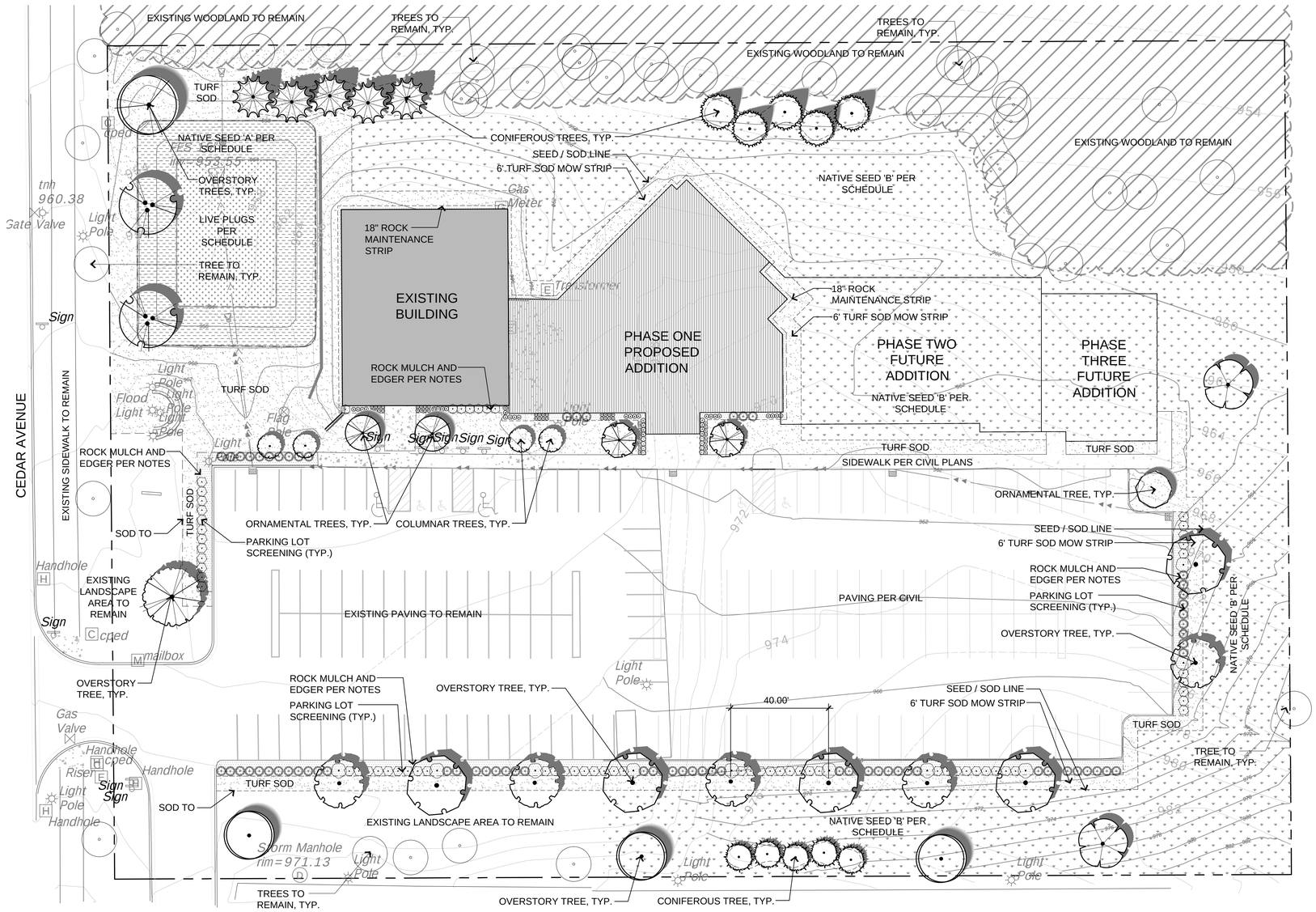
SHEET NO. L4 OF L5

GENERAL NOTES:

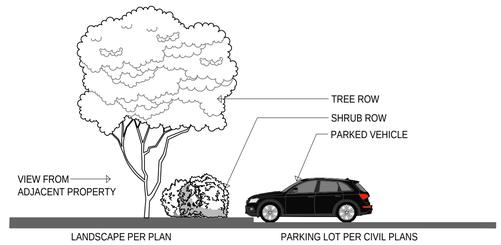
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LANDSCAPE LEGEND:

- Existing Tree to Remain
- Proposed Landscape Edger per Landscape Notes
- Live Plugs per Schedule
- Proposed Turf Sod per Landscape Notes
- Proposed Native Seed ' A' per Landscape Notes
- Proposed Native Seed 'B' per Landscape Notes
- Proposed Rock Mulch & Weed Mat per Landscape Notes



LANDSCAPE LAYOUT PLAN:



1 / L1 PARKING LOT SCREENING STRATEGY - CROSS SECTION
NOT TO SCALE

CITY OF LAKEVILLE LANDSCAPE REQUIREMENTS:

11-21-9: REQUIRED SCREENING AND LANDSCAPING:

A. Screening: Where any commercial, industrial or institutional use, except those within the C-CBD or I-CBD districts, abuts a residential district, that use shall provide screening along the property line abutting any property in the residential district.

1. A greenbelt planting strip shall consist of evergreen trees and/or deciduous trees and shrubs and shall be a minimum of twenty feet (20') in width and of a sufficient density to provide a substantially continuous visual screen at maturity of the installed plantings.

B. Landscaping: Required landscaping for new residential subdivisions and commercial, industrial or institutional uses shall include plantings at the property perimeter, off street parking perimeter landscaping and interior landscape plantings as well as required residential buffer yard or transitional buffer zone plantings.

PARKING LOT SCREENING:
Parking lots with more than 5 spaces require screening. Landscape screening shall be set back 2' from the parking stalls. Deciduous trees shall be planted no more than 40 apart. Evergreen trees shall be planted so that branches are touching at narrowest mature canopy width. Large deciduous shrubs shall be planted so that branches are touching at narrowest projected mature width.

MINIMUM PLANTING SIZES:
2.5" Shade Tree
2" Ornamental Tree
8' Coniferous Tree

IRRIGATION:
e: Properties developed after May 17, 2010, with detached townhouse, two-family, townhouse or multiple-family dwelling units within the RST-2, RM or RH district and all commercial, industrial or institutional uses shall provide an exterior inground irrigation system within the property where necessary to ensure that all turf grass, ground cover of cultivated vegetation, garden, hedges, trees and shrubbery maintenance can be accomplished.

TREE DIVERSITY MATRIX:

BOTANICAL GENUS:	QUANTITY	% OF TOTAL	CLASSIFICATION
Acer sp.	2	5%	Deciduous Tree
Betula sp.	6	14%	Deciduous Tree
Gleditsia sp.	5	12%	Deciduous Tree
Gymnocladus sp.	5	12%	Deciduous Tree
Tilia sp.	3	7%	Deciduous Tree
Abies sp.	5	12%	Coniferous Tree
Juniperus sp.	5	12%	Coniferous Tree
Picea sp.	5	12%	Coniferous Tree
Aesculus sp.	2	5%	Ornamental Tree
Maackia sp.	1	2%	Ornamental Tree
Malus sp.	2	5%	Ornamental Tree
Syringa sp.	2	5%	Ornamental Tree
TOTAL TREES:	43		
OVERSTORY TREES:	21	52.5 Inches	
ORNAMENTAL TREES:	7	14 Inches	
CONIFEROUS TREES:	15	37.5 Inches	
		104 Mitigation Inches	

**** NOTE: REFER TO LANDSCAPE SHEET L2 FOR PLANT SCHEDULE ****

0 25' 50'
SCALE: 1" = 25'-0"
NORTH

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LANDSCAPE PLAN

PROJECT: 25147

SHEET NO.
L1 OF L5

LANDSCAPE NOTES:

1. Tree saucer mulch to be four inches (4") depth single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail.

2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.

3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified. All deciduous trees are measured at 48" from finished grade to determine tree diameter (DBH). All coniferous trees are measured from finished grade to the top of the central leader. If no central leader is present on coniferous trees, that plant is rejected and must be replaced immediately.

4. Plan takes precedence over plant schedule if discrepancies in quantities exist.

5. All proposed plants shall be located and staked as shown.

6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.

7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.

8. All plant materials shall be fertilized upon installation as specified.

9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.

10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission.

11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.

12. Contractor is responsible for ongoing maintenance of all newly installed material for the duration of the plant warranty, with the exception of turf sod, which shall be maintained for 30 days after installation or until the first mowing, whichever comes first. Contractor must bag clippings from initial mowing and remove from the job site. Any acts of vandalism or damage which may occur prior to warranty start shall be the responsibility of the contractor. Contractor shall provide the owner with O&M information, including (but not limited to), written instructions on proper lawn mowing height, yearly lawn maintenance recommendations, proper plant pruning information, plant & lawn fertilization schedule, and disease/pest control.

13. The contractor shall guarantee newly planted material (including seeding) through ONE calendar year from the date of written owner acceptance. Plants that exhibit more than 15% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.

14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.

15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.

16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.

17. Replacement and repairs requested by the Owner during the warranty period must be made within 14 business days of the request.

18. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.

19. Turf Sod (if noted per plans) activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for turf bed preparation, installation, maintenance, acceptability, and warranty. Sod installer is to place (2) metal sod staples per roll of sod regardless of slope. On slopes 6:1 or greater, install (4) metal sod staples per roll of sod.

20. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.

21. The Landscape Contractor shall clear and grub underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials. Remove trees where noted on the civil plan, including the stump to 30" below grade.

22. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.

23. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.

24. The Landscape Contractor shall establish to his/ her satisfaction that the earthwork is complete, topsoil spread to correct depth, and compaction conditions are adequate to allow for proper drainage at and around the building site. Notify the General Contractor immediately if soil conditions left by the earthwork sub-contractor are not satisfactory. No additional compensation will be paid for discrepancies due to earthwork once the landscape contractor begins plant material installation.

25. Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf shall have no less than 6" of imported top soil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for planting soil for trees, shrubs, and turf. Slope away from building.

26. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.

27. Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.

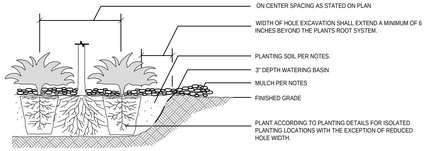
28. All edger shall be commercial grade black Polyethylene edger. Anchor every 18" on-center (minimum). Submit sample.

29. Unless otherwise noted, rock mulch shall be limestone chip rock over free-draining weed barrier. Wood mulch areas shall be a 4" depth of single-shred Western Red Cedar wood mulch over free-draining weed barrier. Trees outside plant beds to receive wood mulch, as noted.

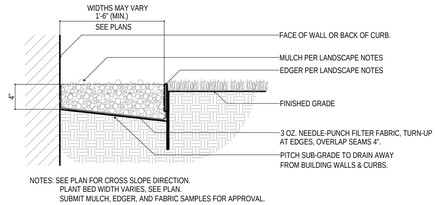
29. Seed Areas (if noted per plan): Maintain newly seeded areas per MnDOT Seeding Manual, 2024 edition. Warranty includes seeding contractor on-site maintenance visits for mowing, weeding, spot-spraying invasives, and re-seeding bare areas as noted. Ensure cover crop achieves 80% germination and erosion is not evident. An acceptable stand of seeding is full, lush, and free of invasive plants & weeds.

GENERAL NOTES:

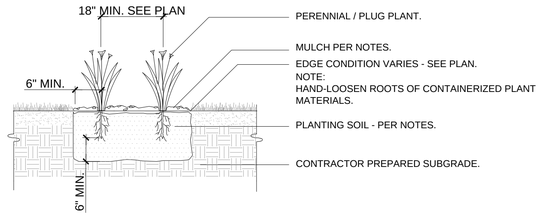
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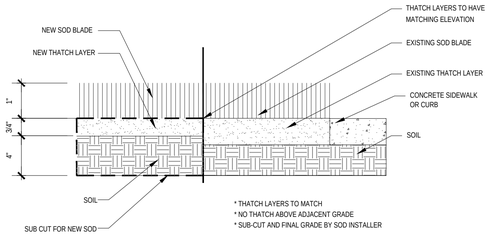
1 / L2 TYPICAL SHRUB PLANTING - SECTION
NOT TO SCALE



2 / L2 TYPICAL MULCH AND EDGER DETAIL
NOT TO SCALE



3 / L2 TYP. PERENNIAL PLANTING - SECTION
NOT TO SCALE



4 / L2 NEW SOD TO EXISTING SOD
NOT TO SCALE

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	MATURE HEIGHT/SPREAD	QTY
EVERGREEN TREES							
	AB	Abies balsamea	Balsam Fir	8` Hgt.	B&B	40'H / 25'W	5
	JE	Juniperus virginiana	Eastern Red Cedar	8` Hgt.	B&B	25'H / 15'W	5
	PD	Picea glauca `Densata`	Black Hills Spruce	8` Hgt.	B&B	40'H / 25'W	5
ORNAMENTAL TREES							
	AO	Aesculus glabra	Ohio Buckeye	2" Cal.	B&B	18'H/12'W	2
	MA	Maackia amurensis	Amur Maackia	2" Cal.	B&B	18'H/12'W	1
	MS	Malus x `Spring Snow`	Spring Snow Crab Apple	2" Cal.	B&B	18'H/12'W	2
	SI	Syringa reticulata `Ivory Silk`	Ivory Silk Japanese Tree Lilac	2" Cal.	B&B	18'H/12'W	2
OVERSTORY TREES							
	AR2	Acer rubrum	Red Maple	2.5" Cal.	B&B	50'H / 40'W	1
	AS	Acer x freemanii `Sienna`	Sienna Glen Maple	2.5" Cal.	B&B	50'H / 40'W	1
	BR	Betula nigra	River Birch	2.5" Cal.	B&B	50'H / 40'W	2
	BP	Betula platyphylla 'Fargo'	Dakota Pinnacle Birch	2.5" Cal.	B&B	25'H / 15'W	4
	GD	Gleditsia triacanthos inermis 'Draves' TM	Street Keeper Honey Locust	2.5" Cal.	B&B	40'H / 25'W	5
	GI3	Gymnocladus dioica `McKBranched` TM	Kentucky Coffeetree	2.5" Cal.	B&B	40'H / 25'W	5
	TB2	Tilia americana 'Boulevard'	Boulevard American Linden	2.5" Cal.	B&B	40'H / 25'W	3
SHRUBS							
	Ha	Hydrangea arborescens `Annabelle`	Annabelle Hydrangea	5 gal.	Pot	4'H / 4'W	7
	Rg	Rhus aromatica `Gro-Low`	Gro-Low Fragrant Sumac	5 gal.	Pot	2'H / 8'W	10
	Ra	Ribes alpinum	Alpine Currant	5 gal.	Pot	4'H / 4'W	58
ANNUALS/PERENNIALS							
	Ds	Dicentra spectabilis	Bleeding Heart	1 gal.	Pot	2'H / 2'W	8
	Hr	Hemerocallis x `Ruby Stella`	Ruby Stella Daylily	1 gal.	Pot	2'H / 2'W	18
	Lb	Leucanthemum x superbum `Becky`	Shasta Daisy	1 gal.	Pot	2'H / 2'W	32
	Nw	Nepeta x faassenii `Walkers Low`	Walkers Low Catmint	1 gal.	Pot	2'H / 2'W	8
GRASSES							
	Ck	Calamagrostis x acutiflora `Karl Foerster`	Feather Reed Grass	1 gal.	Pot	4'H/3'W	26
EVERGREEN SHRUB							
	Jf	Juniperus chinensis `Sea Green`	Sea Green Juniper	5 gal.	Pot	4'H / 4'W	73

811 Know what's below. Call before you dig.

CALYX DESIGN GROUP
Landscape Architecture & Planning
475 CLEVELAND AVE. N, SUITE 101A, ST PAUL, MN 55104
PHONE: 651.788.9018
www.calyxdesigngroup.com

ISSUE DATE: 03/09/2026
DRAWN BY: AL
CHECKED BY: BH

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

DATE: xx/xx/xxxx LIC. NO.: 48084

	REVISIONS
1	01/09/2026 Preliminary Landscape Set
2	01/23/2026 Preliminary Landscape Revisions
3	03/20/2026 CUP Application Submittal

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LAND SURVEYING & ENGINEERING
7601 73RD AVENUE N, BROOKLYN PARK, MN 55428
PHONE: 763.560.3093 FAX: 763.560.3522
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THE DENNIS BATTY & ASSOCIATES GROUP
22770 IMPERIAL AVENUE N
FOREST LAKE, MINNESOTA 55025
651-464-3756

RESTORATION COVENANT CHURCH
16880 CEDAR AVENUE
LAKEVILLE, MINNESOTA 55068

LANDSCAPE DETAILS, NOTES, & SCHEDULES

PROJECT: 25147

SHEET NO. L2 OF L5

MnDOT NATIVE SEED MAINTENANCE - 3 YRS:

Native Grass and Forb Mixtures (mixtures beginning with the number 3)

Year 1
Establishment (spring seeding):
1) Prepare site - Late April - May
2) Seed - May 1 - June 1
Maintenance:
1) Mow (6-8 inches) - every 30 days after planting until September 30.
2) Weed Control - mowing should help control annual weeds. Spot spray thistles, etc.

Establishment (fall seeding):
1) Prepare site - Late August - early September
2) Seed - late September to freeze-up
Maintenance (following season):
1) Mow (6-8 inches) - once in May, June, and July
2) Weed Control - mowing should keep annual weeds down. Spot spray thistles, etc.

Evaluation:
1) Cover crop growing within 2 weeks of planting (except dormant plantings).
2) Seedlings spaced 1-6 inches apart in drill rows.
3) Native grass seedlings may only be 4-6 inches tall.
4) If there is a flush of growth from foxtail etc., mow as necessary.

Year 2
Maintenance:
1) Mow (6-8 inches) one time between June 1 - August 15 before weeds set seed.
2) Weed Control - mowing should keep annual weeds down. Spot spray thistles, etc.
3) Some sites may not require much maintenance the second year.
Evaluation:
1) Cover crop will be gone unless winter wheat was used in a fall planting.
2) Grasses forming clumps 1-6 inches apart in drill rows, but still short.
3) Some flowers should be blooming (black-eyed Susans, bergamot, etc.).
4) If there is a flush of growth from foxtail etc., mow site.

Year 3
Maintenance:
1) Mow only if necessary.
2) Weed Control - Spot spray thistles, etc.
3) Sites usually do not require much maintenance the third year.
Evaluation:
1) Planting should begin looking like a prairie - tall grasses, flowers, etc.

Long-term
Maintenance:
1) Weed Control - Spot spray thistles, etc.
2) Burning (3-5 year rotation) alternate spring and fall if possible.
3) Haying (3-5 year rotation) late summer or early fall. Alternate with burning (may substitute for burning).
4) Burning two years in a row will really "clean up" rough-looking sites.

Note: Seed installer shall provide the Owner with a price for one year of maintenance under base bid plus a separate proposal for two additional years of maintenance. It shall be the Owner's decision to continue the maintenance program with the installer.

MnDOT NATIVE SEEDING INSTALLATION METHOD:

Mechanical Drop Seeding Onto Tilled Sites
This is the "standard" method for seeding on prepared sites such as those on construction projects.

a) Site Preparation: The site should be prepared by loosening topsoil to a minimum depth of 3 inches.
b) Fertilizer: Use a fertilizer analysis based on a soil test or a general recommendation is a 10-10-10 (NPK) commercial grade analysis at 200 lbs/acre.
c) Seed Installation: Seed should be installed with a drop seeder that will accurately meter the types of seed to be planted, keep all seeds uniformly mixed during the seeding and contain drop seed tubes for seed placement (Brillion-type). The drop seeder should be equipped with a cultipacker assembly to ensure seed-to-soil contact.
d) Seeding Rates: Rates are specified in the mixture tabulation for the specified mix.
e) Packing: If the drop seeder is not equipped with a cultipacker, the site should be cultipacked following the seeding to ensure seed-to-soil contact.
f) Mulch: Cover soil with a hydromulch consisting of natural wood fiber or paper fiber, water, and M-Binder at 100 lbs per acre.

GENERAL NOTES:

1. See Civil Engineer's plans for site plan layout and dimensions.
2. Contractor to coordinate all work in the city right-of-way with City of Lakeville Public Works Department.
3. Place a minimum of 6" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
4. See Civil Engineer's Plans for proposed grading & utilities.
5. See Sheet L2 for Landscape Details, Notes, and Schedule.
6. Refer to Civil Engineer's Plans for work limits and extent of grading.

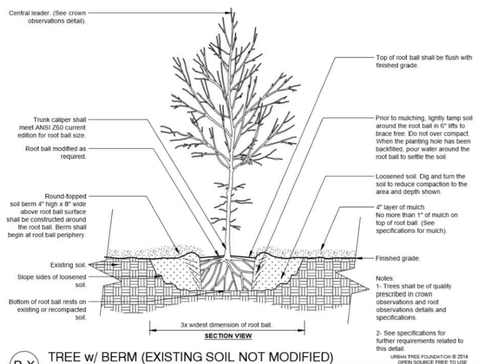
SEEDING SPECIFICATION:

Native Seed Type 'A' (unless otherwise noted on civil plans), shall be: MnDOT Wet Ditch Mix, Dropped into the topsoil layer at 35 lbs per acre with erosion control blanket. Submit seed mix for approval. Grading and Erosion Control per Civil Plans and Specifications.

Wet Ditch

Abbreviation: WD

Purpose:	Wet ditches and stormwater plantings in full sun or part shade; areas that get mowed once per year or less This mix meets pollinator habitat requirements.				
Planting Area:	Statewide				
Replaces:	33-261 Stormwater S & W; 33-361 Stormwater NE				
Cost Estimate:	$1,000/acre (36-261 averages $900/acre & 33-361 averages $1,125/acre)				
Common Name	Scientific Name	Rate (lb/ac)	% of Mix (by weight)	% by Seed	Seeds/ sq ft
Big Bluestem	*Andropogon gerardii*	1.00	5.00%	1.10%	3.67
Fringed Brome	*Bromus ciliatus*	1.50	7.50%	1.81%	6.08
Bluejoint	*Calamagrostis canadensis*	0.05	0.25%	1.54%	5.14
Nodding Wild Rye	*Elymus canadensis*	2.00	10.00%	1.14%	3.82
Virginia Wild Rye	*Elymus virginicus*	4.00	20.00%	1.85%	6.17
Tall Manna Grass	*Glyceria grandis*	0.15	0.75%	1.15%	3.86
Rice Cut Grass	*Leersia oryzoides*	0.30	1.50%	1.12%	3.75
Perennial Ryegrass	*Lolium perenne*	6.00	30.00%	8.94%	29.89
Switchgrass	*Panicum virgatum*	0.50	2.50%	0.77%	2.57
Fowl Bluegrass	*Poa palustris*	1.00	5.00%	14.28 %	47.75
	Grasses Subtotal	**16.50**	**82.50%**	**33.70 %**	**112.68**
Porcupine Sedge	*Carex hystericina*	0.10	0.50%	0.33%	1.10
Awl-fruited Sedge	*Carex stipata*	0.05	0.25%	0.19%	0.62
Fox Sedge	*Carex vulpinoidea*	0.10	0.50%	1.10%	3.67
Dudley's Rush	*Juncus dudleyi*	0.05	0.25%	17.58 %	58.77
Dark Green Bulrush	*Scirpus atrovirens*	0.10	0.50%	5.05%	16.90
Woolgrass	*Scirpus cyperinus*	0.10	0.50%	18.68 %	62.44
	Sedges & Rushes Subtotal	**0.50**	**2.50%**	**42.92 %**	**143.51**
Canada Anemone	*Anemone canadensis*	0.05	0.25%	0.04%	0.15
Marsh Milkweed	*Asclepias incarnata*	0.25	1.25%	0.13%	0.44
Common Milkweed	*Asclepias syriaca*	0.20	1.00%	0.09%	0.29
Canada Milkvetch	*Astragalus canadensis*	0.50	2.50%	0.93%	3.12
Nodding Bur Marigold	*Bidens cernua*	0.10	0.50%	0.23%	0.77
Canada Tick Trefoil	*Desmodium canadense*	0.50	2.50%	0.30%	1.01
Flat-topped Aster	*Doellingeria umbellata*	0.05	0.25%	0.37%	1.23
Common Boneset	*Eupatorium perfoliatum*	0.05	0.25%	0.88%	2.94
Grass-leaved Goldenrod	*Euthamia graminifolia*	0.03	0.15%	1.15%	3.86
Spotted Joe Pye Weed	*Eutrochium maculatum*	0.06	0.30%	0.63%	2.09
Autumn Sneezeweed	*Helenium autumnale*	0.10	0.50%	1.43%	4.78
Sawtooth Sunflower	*Helianthus grosseserratus*	0.06	0.30%	0.10%	0.33
Prairie Blazing Star	*Liatris pycnostachya*	0.17	0.85%	0.21%	0.69
Great Lobelia	*Lobelia siphilitica*	0.05	0.25%	2.75%	9.18
Blue Monkey Flower	*Mimulus ringens*	0.03	0.15%	7.58%	25.34
Obedient Plant	*Physostegia virginiana*	0.06	0.30%	0.07%	0.24
Cut-leaf Coneflower	*Rudbeckia laciniata*	0.10	0.50%	0.15%	0.51
Stiff Goldenrod	*Solidago rigida*	0.10	0.50%	0.45%	1.51
Eastern Panicled Aster	*Symphyotrichum lanceolatum*	0.05	0.25%	0.86%	2.87
Red-stemmed Aster	*Symphyotrichum puniceum*	0.05	0.25%	0.44%	1.47
Tall Meadow Rue	*Thalictrum dasycarpum*	0.10	0.50%	0.22%	0.73
Blue Vervain	*Verbena hastata*	0.15	0.75%	1.53%	5.12
Culver's Root	*Veronicastrum virginicum*	0.03	0.15%	2.64%	8.82
Golden Alexanders	*Zizia aurea*	0.16	0.80%	0.19%	0.65
	Forbs Subtotal	**3.00**	**15.00%**	**23.37 %**	**78.14**
	Total	**20.00**	**100%**	**100%**	**334.33**



P-X TREE w/ BERM (EXISTING SOIL NOT MODIFIED)

1 L3 CITY OF LAKEVILLE, MN - TREE PLANTING DETAIL
NOT TO SCALE

Native Seed Type 'B' (unless otherwise noted on civil plans), shall be: Shooting Star Native Seed Mix 'Dry Short Prairie', Dropped into the topsoil layer at 35 lbs per acre with erosion control blanket. Submit seed mix for approval. Grading and Erosion Control per Civil Plans and Specifications.

SHOOTING STAR NATIVE SEEDS
20740 County Road 33 • Spring Grove, MN 55974
(507) 498-3944 • info@shootingstarnativeseed.com

Description: SSNS Dry Short Prairie Mix
Seeding Rate: 10 lb/acre (8X A sleeve/square foot)
Notes: Soil - Dry Mesic to Dry, Sun - Full

Common Name	Scientific Name	% of Mix	Seeds/ft²	Total
Grasses				
Sideoats Grama	*Bouteloua curtipendula*	32.00%	7.1	3.200 PLS lb
Blue Grama	*Bouteloua gracilis*	5.00%	7.3	0.500 PLS lb
Prairie Brome	*Bromus kalmii*	2.00%	0.6	0.200 PLS lb
Slender Wheatgrass	*Elymus trachycaulus*	5.00%	1.3	0.500 PLS lb
June Grass	*Koeleria macrantha*	1.00%	7.3	0.100 PLS lb
Little Bluestem	*Schizachyrium scoparium*	25.00%	13.8	2.500 PLS lb
Rough Dropseed	*Sporobolus compositus*	8.00%	8.8	0.800 PLS lb
Sedges & Rushes				
Bicknell's Sedge	*Carex bicknellii*	1.20%	0.7	0.120 PLS lb
Plains Oval Sedge	*Carex brevior*	0.80%	0.8	0.080 PLS lb
Forbs				
Prairie Onion	*Allium stellatum*	0.80%	0.3	0.080 PLS lb
Lead Plant	*Amorpha canescens*	2.00%	1.2	0.200 PLS lb
Common Milkweed	*Asclepias syriaca*	1.40%	0.2	0.140 PLS lb
Butterfly Milkweed	*Asclepias tuberosa*	0.80%	0.1	0.080 PLS lb
White Wild Indigo	*Baptisia alba*	1.00%	0.1	0.100 PLS lb
New Jersey Tea	*Ceanothus americanus*	0.40%	0.1	0.040 PLS lb
Partridge Pea	*Chamaecrista fasciculata*	4.00%	0.4	0.400 PLS lb
White Prairie Clover	*Dalea candida*	0.60%	0.4	0.060 PLS lb
Purple Prairie Clover	*Dalea purpurea*	1.60%	1.1	0.160 PLS lb
Prairie Cinquefoil	*Drymocallis arguta*	0.20%	1.7	0.020 PLS lb
Stiff Sunflower	*Helianthus pauciflorus*	0.40%	0.1	0.040 PLS lb
Round-headed Bush Clover	*Lespedeza capitata*	0.60%	0.2	0.060 PLS lb
Rough Blazing Star	*Liatris aspera*	0.40%	0.2	0.040 PLS lb
Wild Lupine	*Lupinus perennis*	0.40%	0.0	0.040 PLS lb
Wild Bergamot	*Monarda fistulosa*	0.40%	1.0	0.040 PLS lb
Wild Quinine	*Parthenium integrifolium*	0.40%	0.1	0.040 PLS lb
Foxglove Beardtongue	*Penstemon digitalis*	0.20%	1.0	0.020 PLS lb
Large-flowered Beardtongue	*Penstemon grandiflorus*	0.60%	0.3	0.060 PLS lb
Prairie Wild Rose	*Rosa arkansana*	0.80%	0.1	0.080 PLS lb
Black-eyed Susan	*Rudbeckia hirta*	0.60%	2.9	0.060 PLS lb
Gray Goldenrod	*Solidago nemoralis*	0.20%	2.2	0.020 PLS lb
Stiff Goldenrod	*Solidago rigida*	0.20%	0.3	0.020 PLS lb
Heath Aster	*Symphyotrichum ericoides*	0.20%	1.5	0.020 PLS lb
Sky Blue Aster	*Symphyotrichum oolentangiense*	0.40%	1.2	0.040 PLS lb
Ohio Spiderwort	*Tradescantia ohiensis*	0.40%	0.1	0.040 PLS lb
Hoary Vervain	*Verbena stricta*	0.80%	0.6	0.080 PLS lb
Heartleaf Alexanders	*Zizia aptera*	0.40%	0.2	0.040 PLS lb

IRRIGATION REQUIREMENTS:

City of Lakeville Municipal Code: § 152.1013 LANDSCAPING STANDARDS, NONRESIDENTIAL.

(G) Irrigation System Required

(1) All landscaped areas, including parking area islands must be equipped with an underground, automatic irrigation system or an alternative if approved by the City Engineer. The irrigation system must include a flow meter, moisture sensing devices and must be calibrated to meet all applicable city codes. Irrigation of adjacent rights-of-way is required; however, irrigation equipment must not be located within the right-of-way without approval from the City Manager.

(2) In lieu of an underground automatic irrigation system, an alternative irrigation plan may be approved. An alternative plan can include, but is not limited to, rain gardens, closed rain barrels, or greywater systems. Any alternative system must ensure that landscaping will be provided with adequate irrigation.

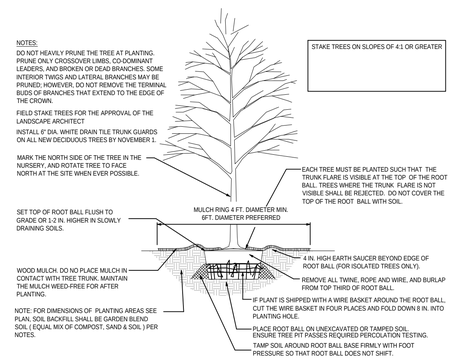
IRRIGATION NOTES:

To adhere to the landscape requirements of the City of Lakeville, a design/build irrigation system is required. Tree Water Bags: Landscape Contractor is required to furnish and install (2) tree watering bags per tree, located outside the irrigation coverage limits. Fill with water upon installation & instruct Owner on re-fill timeline.

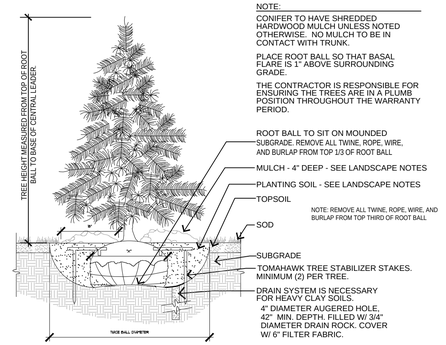
BASIN BOTTOM LIVE PLUG SCHEDULE:

Plug Spacing:	Scientific Name	Common Name	Size	Root
24" On-Center	Bolboschoenus fluviatius	River Bullrush	FLAT	PLUG
(Provide a random and equal mixture of the plants listed)	Calamagrostis canadensis	Blue Joint Grass	FLAT	PLUG
	Carex pellita	Wooley Sedge	FLAT	PLUG
	Carex bebbi	Bebb's Sedge	FLAT	PLUG
	Carex vulpinoidea	Fox Sedge	FLAT	PLUG
	Carex comosa	Bottle Brush Sedge	FLAT	PLUG
	Carex lacustris	Lake Sedge	FLAT	PLUG
	Carex stricta	Tussock Sedge	FLAT	PLUG
	Juncus effusus	Common Rush	FLAT	PLUG
	Scirpus atrovirens	Green Bulrush	FLAT	PLUG
	Scirpus cyperinus	Woolgrass	FLAT	PLUG
	Spartina pectinata	Cord Grass	FLAT	PLUG

* Contractor is to evenly distribute the allocated amount of prairie plugs throughout the basin areas located within the site accordingly.



2 L3 DECIDUOUS TREE PLANTING - SECTION
NOT TO SCALE



3 L3 CONIFEROUS TREE PLANTING - SECTION
NOT TO SCALE

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PRELIMINARY

DATE: xx/xx/xxxx LIC. NO.: 48084

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2	01/23/2026	Preliminary Landscape Revisions
3	03/20/2026	CUP Application Submittal

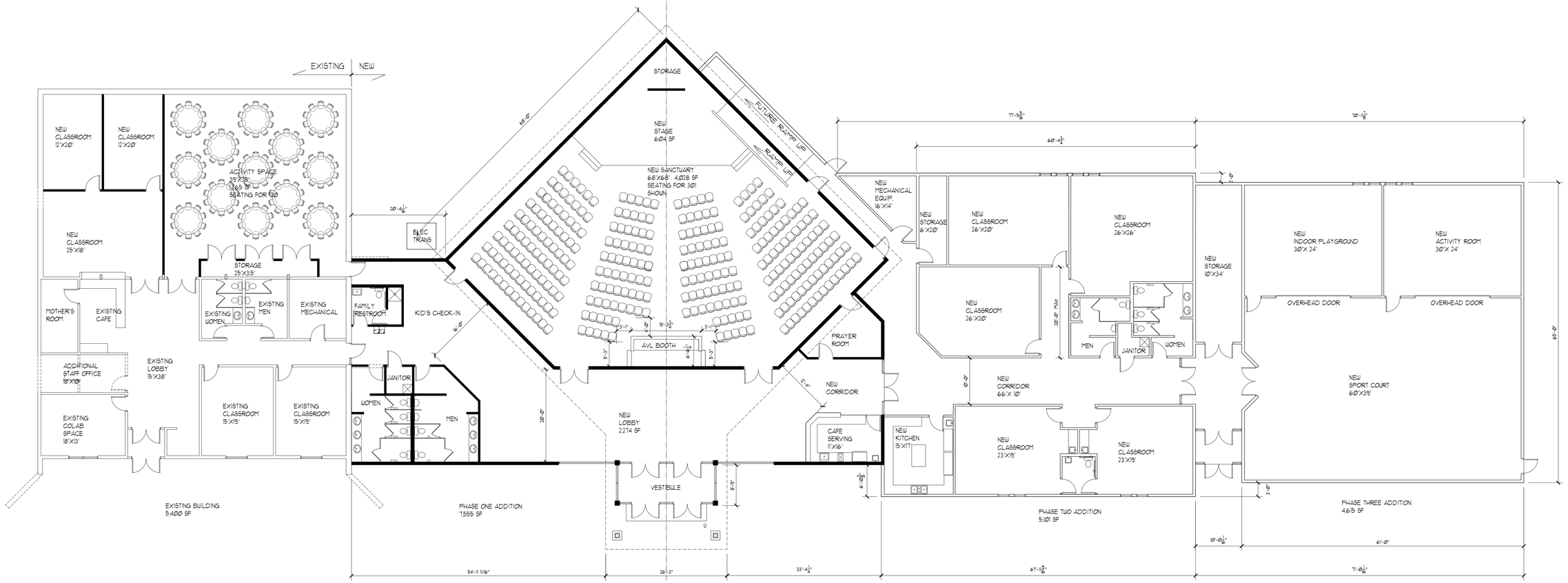
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RESTORATION COVENANT CHURCH
16880 CEDAR AVENUE
LAKEVILLE, MINNESOTA 55068

LANDSCAPE NOTES & SCHEDULES

PROJECT: 25147
SHEET NO. L3 OF L5



1 PHASE ONE FLOOR PLAN

3/32" = 1'-0"



PHASE ONE SOUTH ELEVATION SHOWN FOR REFERENCE ONLY. SEE ELEVATION DRAWINGS FOR COMPLETE ELEVATION INFORMATION.

2 SOUTH ELEVATION

3/32" = 1'-0"

The Dennis Batty & Associates Group
architects & engineers incorporated

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PHONE: 417-889-8540
FAX: 417-889-1644

DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:

PLOT DATE:
01/26/2026

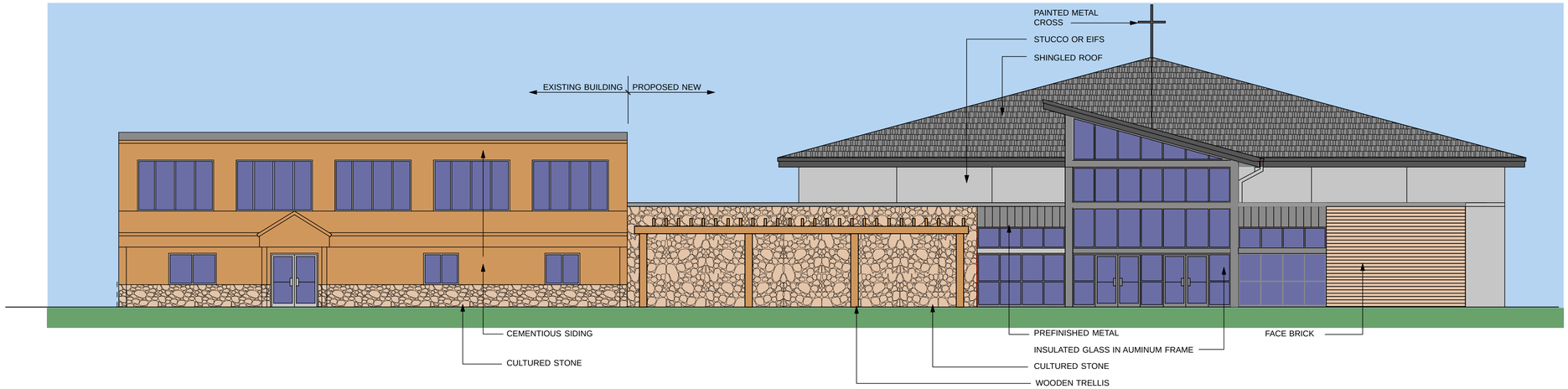
REVISIONS:

CUP APPLICATION DRAWING FOR
RESTORATION COVENANT CHURCH
FARMINGTON, MN

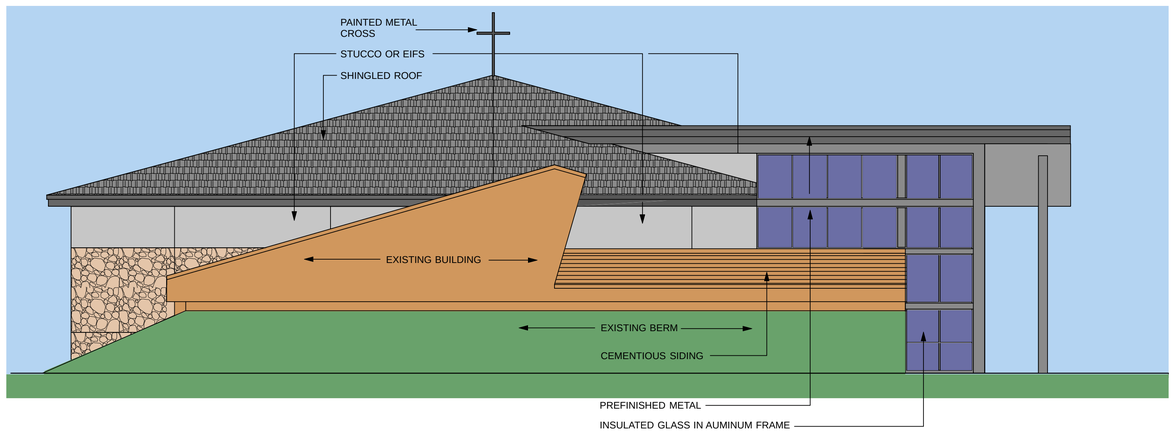
PHASE ONE FLOOR PLAN

A3.1

NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
STAPLE AREA



1 A4.0 SOUTH ELEVATION
1/8"=1'-0"



2 A4.0 WEST ELEVATION
1/8"=1'-0"

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DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:

PLOT DATE:
04/10/2025

REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION

MASTERPLAN STUDY FOR
RESTORATION
COVENANT
CHURCH

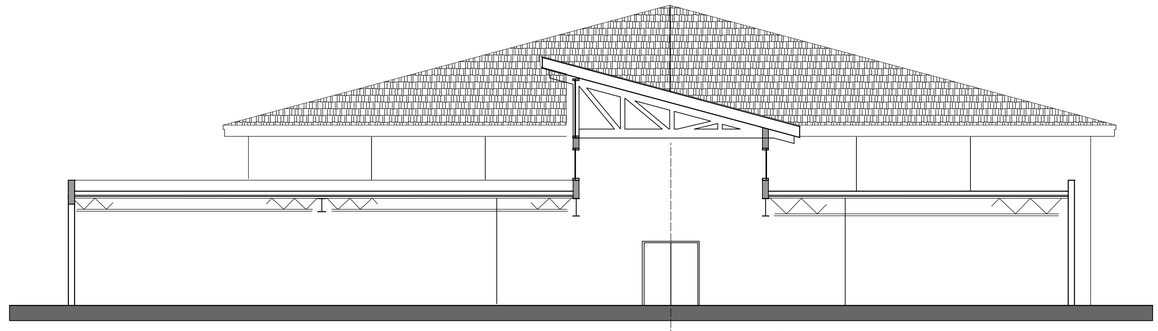
FARMINGTON, MN

BUILDING
ELEVATIONS

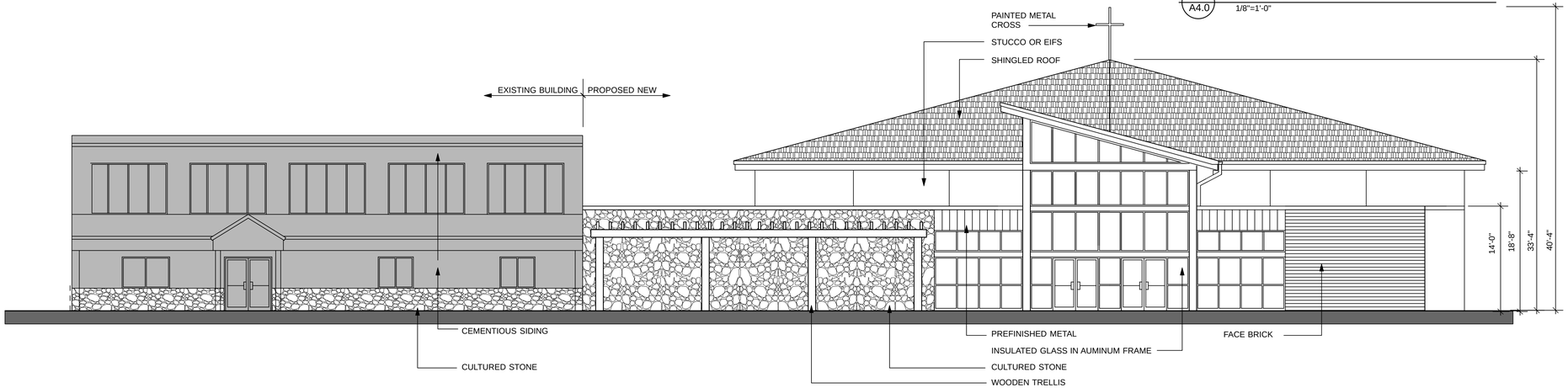
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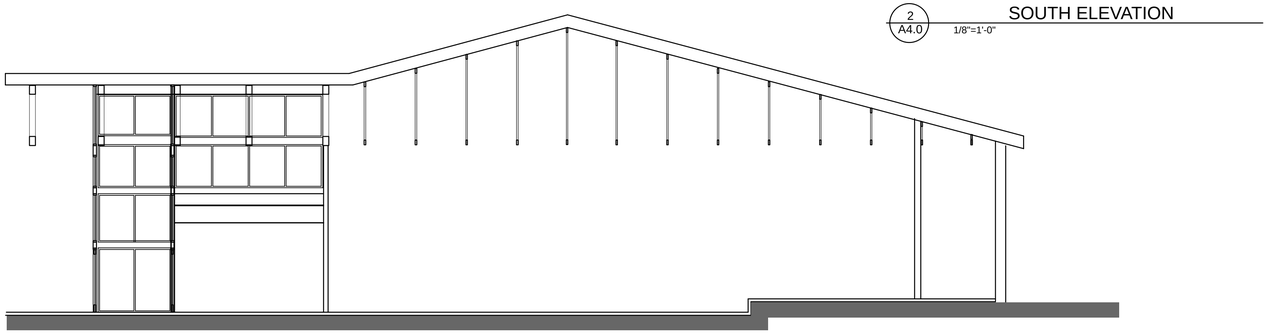
STAPLE AREA



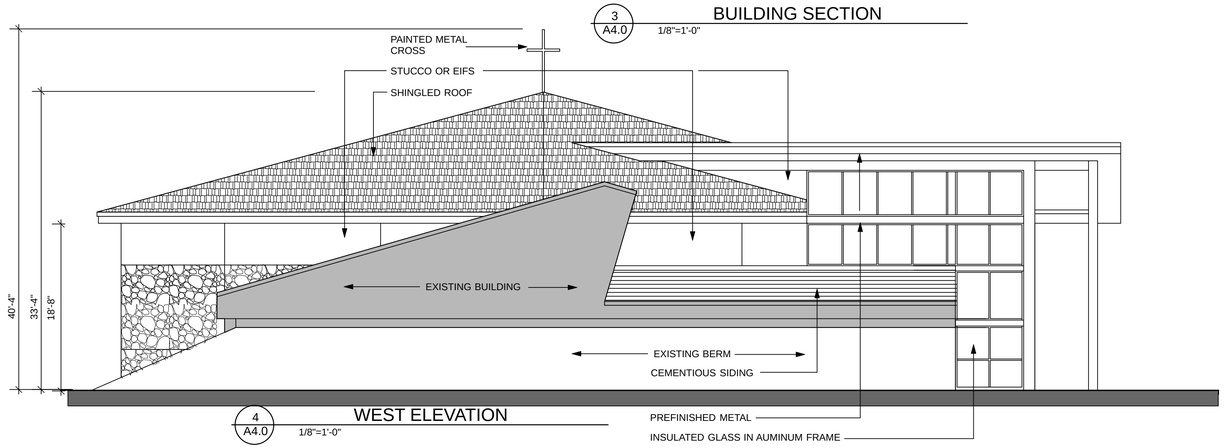
1 A4.0 BUILDING SECTION
1/8"=1'-0"



2 A4.0 SOUTH ELEVATION
1/8"=1'-0"



3 A4.0 BUILDING SECTION
1/8"=1'-0"



4 A4.0 WEST ELEVATION
1/8"=1'-0"

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MINNESOTA
22770 IMPERIAL AVENUE N.
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PHONE: 651-464-3756
FAX: 651-464-3794

MISSOURI
3242 WEST WINDWARD PASS
SPRINGFIELD, MO 65810
EMAIL: info@dennisbatty.com
PHONE: 417-889-8540
FAX: 417-889-1644

DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:

PLOT DATE:
04/10/2025

REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION

MASTERPLAN STUDY FOR
RESTORATION
COVENANT
CHURCH

FARMINGTON, MN

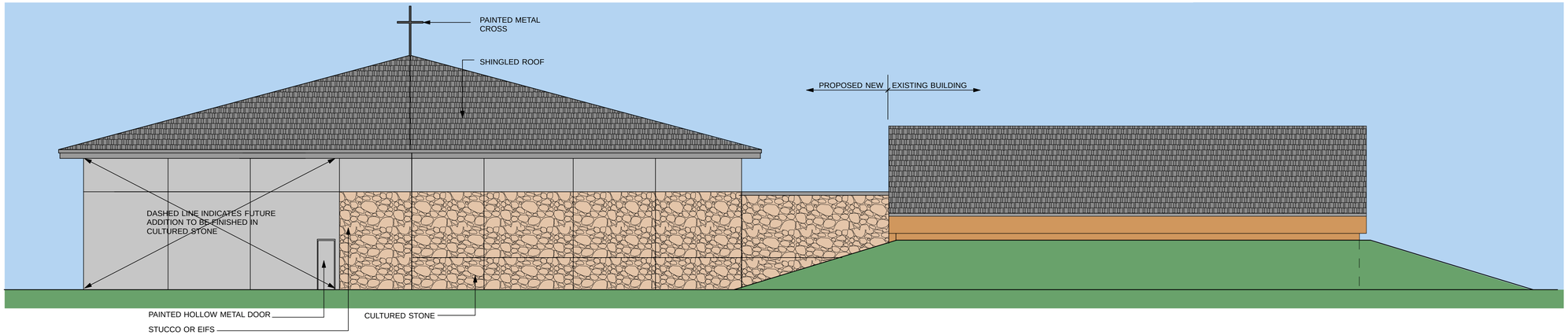
BLDG ELEV & SECTIONS

A4.0

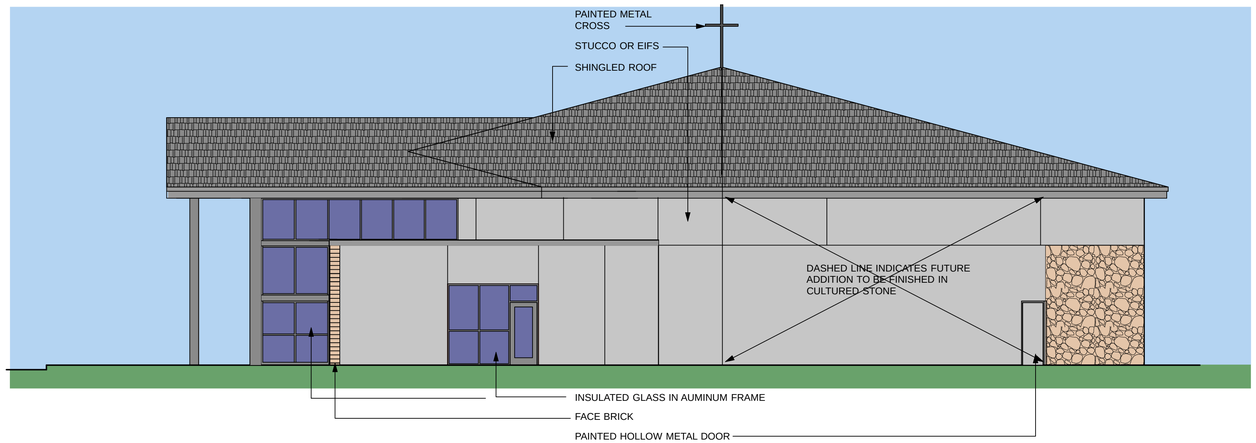
STAPLE AREA

NO ENTITIES THIS AREA
NO ENTITIES THIS AREA

NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
STAPLE AREA



1 A4.1 NORTH ELEVATION
1/8"=1'-0"



2 A4.1 EAST ELEVATION
1/8"=1'-0"

CLADDING PERCENTAGES

FACADE:	NORTH			FACADE:	EAST		
TOTAL S.F.	1,742			TOTAL S.F.	566		
MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS	MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS
BRICK	0	0		BRICK	15	3	A
CAST STONE	1,377	79	A	CAST STONE	142	25	A
ACM	365	21	C	ACM	213	38	C
GLASS	0	0		GLASS	196	35	A
TOTAL	1,742	100		TOTAL	566	100	
GRADE A		79%		GRADE A		62%	

FACADE:	SOUTH			FACADE:	WEST		
TOTAL S.F.	2,400			TOTAL S.F.	723		
MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS	MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS
BRICK	266	11	A	BRICK	0	0	
CAST STONE	644	27	A	CAST STONE	121	17	A
ACM	76	3	C	ACM	252	35	C
GLASS	1,414	59	A	GLASS	350	48	A
TOTAL	2,400	100		TOTAL	723	100	
GRADE A		97		GRADE A		65%	

The Dennis Batty & Associates Group
architects & engineers incorporated

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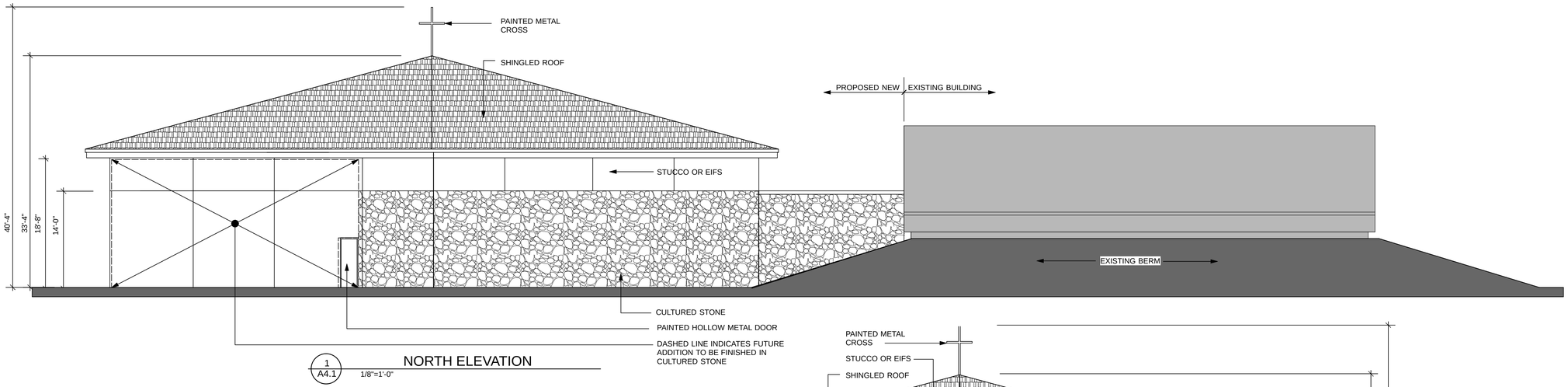
MASTERPLAN STUDY FOR
RESTORATION COVENANT CHURCH

FARMINGTON, MN

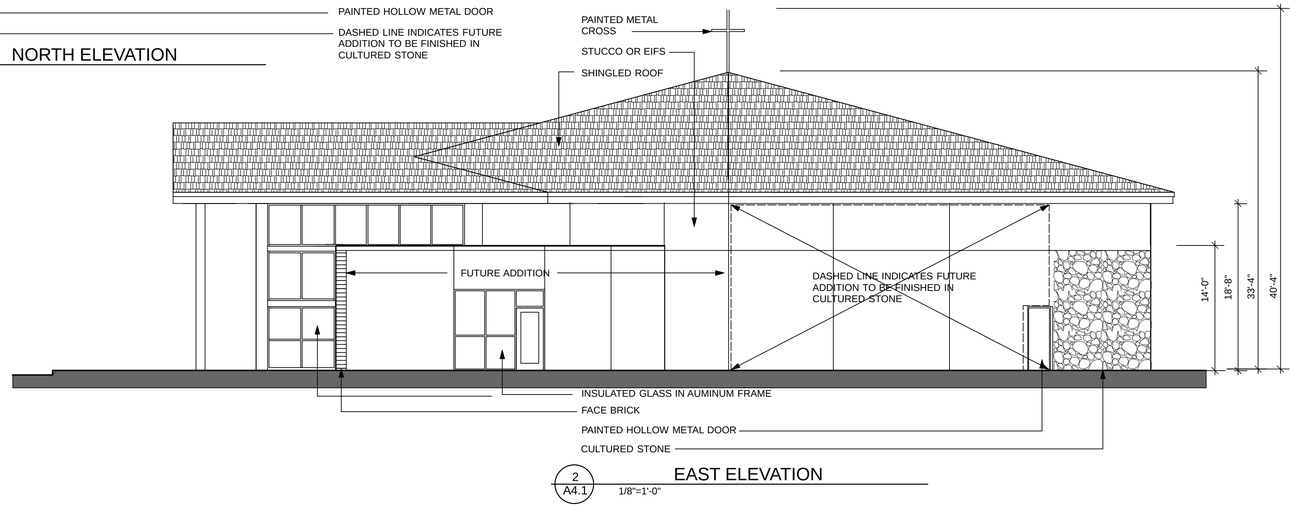
BUILDING ELEVATIONS

A4.1

NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
NO ENTITIES THIS AREA
STAPLE AREA



1 A4.1 NORTH ELEVATION
1/8"=1'-0"



2 A4.1 EAST ELEVATION
1/8"=1'-0"

CLADDING PERCENTAGES

FACADE:	NORTH			FACADE:	EAS t		
TOTAL S.F.	2,825 GROSS. W/O FUTURE. EXPANSION - 1,743			TOTAL S.F.	616		
MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS	MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS
BRICK	0	0		BRICK	0	0	
CAST STONE	1,377	79	A	CAST STONE	0	0	
AC M	365	2 1	C	AC M	0	0	
GLASS	0	0		GLASS	0	0	
FUTURE EXPAN. - ACM	1,082	NOT INCLUDED	C	FUTURE EXPAN. - ACM	616	100	C
TOTAL	TOTAL	100		TOTAL	TOTAL	100	

FACADE:	SOUTH			FACADE:	WEST		
TOTAL S.F.	2,404			TOTAL S.F.	630 - BUTTS UP AGAINST EXISTING BUILDING		
MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS	MATERIAL	PROPOSED S.F.	PROPOSED %	MAT'L. CLASS
BRICK	266	1 1	A	BRICK	0	0	
CAST STONE	644	27	A	CAST STONE	0	0	
AC M	76	3	C	AC M	0	0	
GLASS	1,414	59	A	GLASS	0	0	
TOTAL	2,404	100		TOTAL			

CLASS MATERIAL TOTALS

FACADE:	SOUTH	FACADE:	WEST	FACADE:	NORTH	FACADE:	EAS t
MATERIAL CLASS	PERCENTAGE TOTAL	MATERIAL CLASS	PERCENTAGE TOTAL	MATERIAL CLASS	PERCENTAGE TOTAL	MATERIAL CLASS	PERCENTAGE TOTAL
A	97	BUTTS UP AGAINST EXISTING BUILDING		A	79	C	100
C	3			C	2 1	TOTAL	100
TOTAL	100			TOTAL	100		

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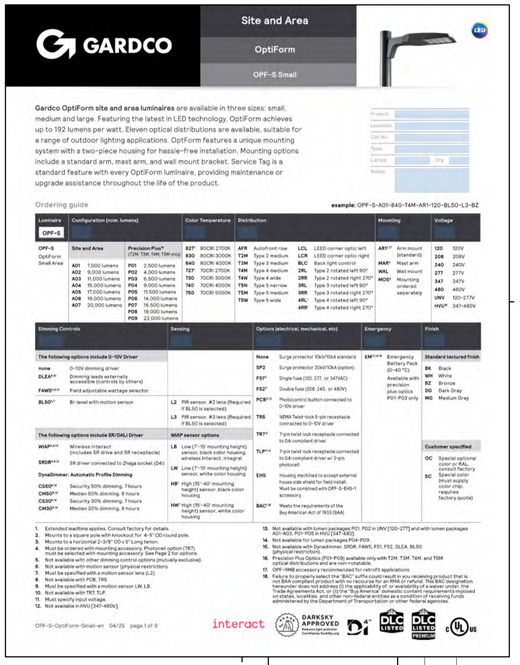
REVISIONS:

MASTERPLAN STUDY FOR
RESTORATION COVENANT CHURCH

FARMINGTON, MN

BUILDING ELEVATIONS

A4.1



GARDCO

Site and Area

OptiForm

OPF-S Small

Gardco OptiForm site and area luminaires are available in three sizes: small, medium and large. Featuring the latest in LED technology, OptiForm achieves up to 192 lumens per watt. Eleven optical distributions are available, suitable for a range of outdoor lighting applications. OptiForm features a unique mounting system with a two-piece housing for hassle-free installation. Mounting options include a standard arm, mast arm, and wall mount bracket. Service Tag is a standard feature with every OptiForm luminaire, providing maintenance or upgrade assistance throughout the life of the product.

Project#
Location
Cat.No.
Type
Lamps Qty
Notes

Ordering guide

example: OPF-S-A01-B40-T4M-AR1-120-BLSO-L3-BZ

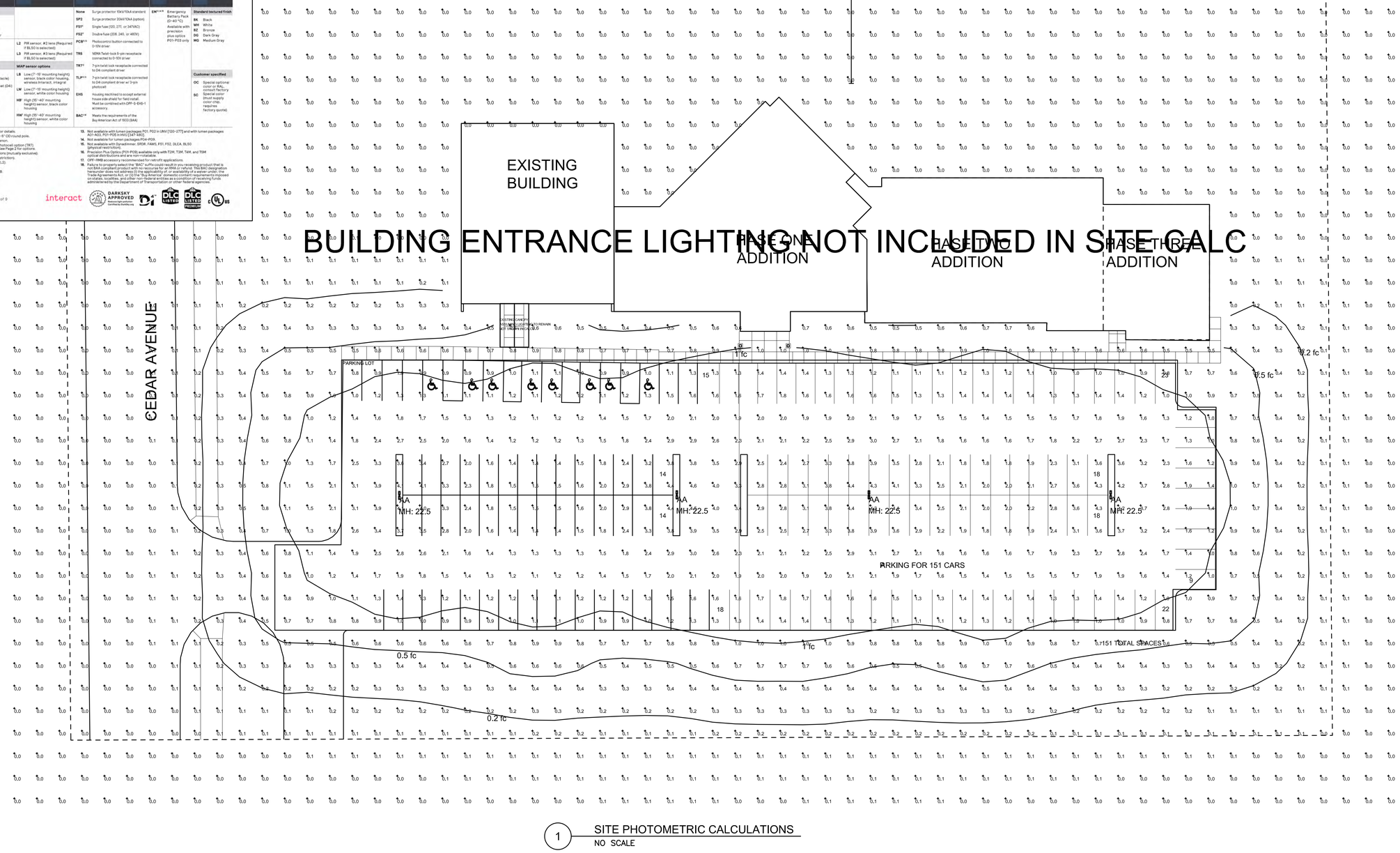
Luminaire	Configuration (nom. lumens)		Color Temperature	Distribution		Mounting		Voltage	
OPF-S									
OPF-S OptiForm Small Area	**Site and Area**	**Precision Plus™ (T2M, T3M, T4M, T5M only)**	B27[1] 80CRI 2700K	AFR Autoformer row	LCL LEED corner optic left	ARM[2] Arm mount (standard)		120 120V	
	A01 7,000 lumens	P01 2,500 lumens	B30[1] 80CRI 3000K	T2M Type 2 medium	LCR LEED corner optic right	MAM Mast arm		208 208V	
	A02 9,000 lumens	P02 4,000 lumens	B40 80CRI 4000K	T3M Type 3 medium	BLC Back light control	WAL Wall mount		240 240V	
	A03 11,000 lumens	P03 6,500 lumens	T27 70CRI 2700K	T4M Type 4 medium	2RL Type 2 rotated left 90°	MOS* Mounting ordered separately		277 277V	
	A04 15,000 lumens	P04 9,000 lumens	T30 70CRI 3000K	T4W Type 4 wide	2RR Type 2 rotated right 270°			347 347V	
	A05 17,000 lumens	P05 11,500 lumens	T40 70CRI 4000K	T5N Type 5 narrow	3RL Type 3 rotated left 90°			480 480V	
	A06 19,000 lumens	P06 14,000 lumens	T50 70CRI 5000K	T5M Type 5 medium	3RR Type 3 rotated right 270°			UNV 120-277V	
	A07 20,000 lumens	P07 16,500 lumens		T5W Type 5 wide	4RL Type 4 rotated left 90°			HVU* 347-480V	
		P08 19,000 lumens			4RR Type 4 rotated right 270°				
		P09 22,000 lumens							

Dimming Controls	Sensing	Options (electrical, mechanical, etc)	Emergency	Finish
The following options include 0-10V Driver		None Surge protector 10kV/10kA standard	EM[14,15] Emergency Battery Pack (0-40 °C)	**Standard textured finish**
none 0-10V dimming driver		SP2 Surge protector 20kV/10kA (option)	Available with precision plus optics P01-P09 only	BK Black
DLEA[16] Dimming leads externally accessible (controls by others)		FS1[1] Single fuse (120, 277, or 347VAC)		WH White
FAWS[2,9,11] Field adjustable wattage selector		FS2[1] Double fuse (208, 240, or 480V)		BZ Bronze
BLSO[3,7] Bi-level with motion sensor	L2 PIR sensor, #2 lens (Required if BLSO is selected)	PCI[9,11] Photocontrol button connected to 0-10V driver		DG Dark Gray
	L3 PIR sensor, #3 lens (Required if BLSO is selected)	TR5 NEMA Twist-lock 5-pin receptacle connected to 0-10V driver		MG Medium Gray
The following options include ER/DALI Driver	**WAP sensor options**	TR7[1] 7-pin twist lock receptacle connected to DA-compliant driver		**Customer specified**
WAP[2,4,11] Wireless Interact (includes ER drive and SR receptacle)	LS Low (7-15' mounting height) sensor, black color housing, wireless Interact, integral	TL7[1,11] 7-pin twist lock receptacle connected to DA-compliant driver w/ 3-pin photocell		OC Special optional color or RAL, consult factory
SRDR[2,4,7] SR driver connected to 2/3-pin socket (DA)	LW Low (7-15' mounting height) sensor, white color housing	EHS housing matched to accept external house side shield for field install. Must be combined with OPF-S-EHS-1 accessory.		SC Special color match, must supply proof (may require factory quote)
DynaDimmer: Automatic Profile Dimming	HB High (15'-40' mounting height) sensor, black color housing	BAC[17,18] Meets the requirements of the Buy American Act of 1933 (BAA)		
CS50[2,4] Security 50% dimming, 7 hours	HW High (15'-40' mounting height) sensor, white color housing			
CM50[2,4] Median 50% dimming, 8 hours				
CS30[2,4] Security 30% dimming, 7 hours				
CM30[2,4] Median 30% dimming, 8 hours				

1. Not available w/ultima applies. Consult factory for details.
2. Mounts to a square pole with knockout for 4-5" OD round pole.
3. Mounts to a horizontal 2-3/8" OD x 5" Long tenon.
4. Must be ordered with mounting accessory. Photocell option (TR7) must be selected with mounting accessory. See Page 2 for options.
5. Not available with other dimming control options (mutually exclusive).
6. Not available with motion sensor (physical restrictions).
7. Must be specified with a motion sensor lens (L2).
8. Not available with PCB, TR5.
9. Must be specified with a motion sensor LW, LB.
10. Not available with TR7, TLP.
11. Must specify input voltage.
12. Not available in HVU [347-480V].
13. Not available with lumen packages P01, P02 in UNV [120-277] and with lumen packages A01-A03, P01-P05 in HVU [347-480].
14. Not available for lumen packages P04-P09.
15. Not available with DynaDimmer, SRDR, FAWS, FS1, FS2, DLEA, BLSO
16. Precision Plus Optics (P01-P09) available only with T2M, T3M, T4M, and T5M
17. Not available with Precision Plus Optics (P01-P09)
18. OPF-HRB accessory recommended for retrofit applications
19. Failure to properly select the "BAC" suffix could result in you receiving product that is not BAA compliant product with no recourse for an RMA or refund. The BAC designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Buy American Act of 1933 (BAA), or (ii) the requirements imposed by any governmental entities, states, localities, and other non-federal entities as condition of receiving funds administered by the Department of Transportation or other federal agencies.

OPF-S-OptiForm-Small-en 04/25 page 1 of 9

interact



1 SITE PHOTOMETRIC CALCULATIONS
NO SCALE

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	[MANUFAC]	Mounting Height
	4	AA	Back-Back	GARDCO OPF-S-A05-740-T5W ON 20FT SSS POLE 2.5FT BASE	0.900	16995	104.3	834.4	SIGNIFY CANADA LTD	22.5

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.55	4.6	0.0	N.A.	N.A.
PARKING LOT	Illuminance	Fc	1.95	4.6	0.7	2.79	6.57

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DRAWN BY:
JLA/RDB
COMMISSION NUMBER:
DBA202601
ISSUE DATE:
01/08/26
PLOT DATE:
01/08/26
REVISIONS:

STEEN ENGINEERING
763-585-6742
763-585-6757 fax
Email: steen@steeneng.com
5430 Douglas Drive North
Minneapolis, MN 55429

PRELIMINARY NOT FOR CONSTRUCTION

RENOVATION OF
RESTORATION COVENANT CHURCH
LAKEVILLE, MN

PARTIAL SITE PHOTOMETRIC CALCULATIONS

E01

Restoration CHURCH
(952) 373-1274
16880 Cedar Ave,
Rosemount, MN 55068
info@restorationcov.org
www.restoraioncc.org

Sunday Morning Hours | 9 + 10:30am Services

(Memorial Day through Labor Day: 10am Service Only)

Projected:
With the initial construction phase, we anticipate returning to one Sunday service and adding a second morning service again as attendance grows, potentially within approximately 12–18 months.

Primary Sunday activity would continue to remain within the 7:40am–1pm timeframe, with occasional monthly or biweekly evening ministry events occurring between 6–9pm.

While many households arrive together, parking demand is increased by volunteer teams, worship and tech teams, Restoration Kids volunteers, and families arriving at different times for ministry programming and service responsibilities.

Tuesday Evenings | 5:45–8pm (Occasional Use)

Women's ministry book groups, men's Bible studies, leadership meetings, and ministry planning gatherings.

Wednesday Evenings

Midweek Ministry Programming
Children's and adult ministry programming offered during designated seasons throughout the year.
(Typically concluding by 8pm)

Friday Evenings

Serve Team + general ministry events
(Typically concluding by 9pm)

Additional parking is important to accommodate overlapping gatherings as participation continues to grow.

Because the church property does not have the ability to utilize neighborhood streets for overflow parking, Restoration Church is requesting additional parking beyond the minimum required 100 spaces in order to safely and effectively support ministry activities and community outreach events throughout the year.

For example, Restoration Church hosts community outreach events such as Trunk or Treat, which draw a large number of families from the surrounding community. These events require the parking lot to function both as event space for participating vehicles providing decorated trunks and activity areas, while still maintaining adequate parking for guests attending the event. Additional on-site parking helps provide safer traffic circulation and allows families and guests to arrive and depart more efficiently.

PARKING AGREEMENT: At this time, the church does not have a formal parking agreement with the office property to the south and would not rely on neighborhood street parking for regular operations or larger events.

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Grace Ellis, Graduate Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Jon Nelson, Assistant City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: May 15, 2026 – Revised June 10, 2026

Subject: Restoration Church CUP

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

BACKGROUND

The Dennis Batty & Associates Group has submitted a site plan application named Restoration Covenant Church. The proposed site plan is located east of and adjacent to Cedar Avenue, west of Donnay's College Park, Outlot 4. This property is a metes and bounds parcel and is zoned RS-3 (Single Family Residential District). The site plan proposes a 7,500 square foot building and parking lot expansion 3.75 acres.

The proposed development will be completed by:

Developer:	The Dennis Batty & Associates Group
Engineer/Surveyor:	Demarc Land Surveying & Engineering

SITE CONDITIONS

The site consists of an existing building and parking lot and contains shared driveway access on the southwest end. The site drains from the southeast to the northwest towards Upper 167th Court.

STREET AND SUBDIVISION LAYOUT

Cedar Avenue
This site is located west of and adjacent to Cedar Avenue, a minor principal, as identified in the City's Transportation Plan. The site proposes utilizing existing shared access from Cedar Avenue.

Private Driveway
Development of this site includes the construction of a privately owned and maintained parking lot.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction is anticipated from Cedar Avenue. Dakota County permitting may require an access permit.

PARKS, TRAILS AND SIDEWALKS

Development does not include the construction of public trails and sidewalks.

UTILITIES

SANITARY SEWER
The site is located within subdistricts NC-20575 of the North Creek Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development includes the modification and relocation of privately owned and maintained sanitary sewer service. The wastewater from the development will be conveyed via trunk sanitary sewer to be monitored by meter M643A and continue to the Empire Wastewater Treatment Facility. The developer shall show on the plans that the existing and reconstructed sanitary sewer service to their property.

The Sanitary Sewer Availability Charge shall be paid with the building permit.

WATERMAIN
Development includes the modification and relocation of privately owned and maintained water service. The developer shall show on the plans that the existing and reconstructed water service to their property.

DRAINAGE AND GRADING

This site is located within subdistricts NCL-90 and NCL-37 of the North Creek Drainage System stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development includes the construction of one stormwater management basin. Drainage will be directed to the stormwater management basin to collect and treat the stormwater runoff

generated from the site. The basin will outlet to a structure in Cedar Avenue and direct emergency overflow to the public system. The site shall retain emergency overflow on the proposed basin surpassing a 100-year rain event. The Developer shall sign a stormwater maintenance agreement for the stormwater system prior to the recording of the site improvement performance agreement. The stormwater system shall provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements and must comply with City Ordinance requirements prior to city approval of the Site Improvement Performance Agreement (SIPA) and construction commencing.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer must certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

This site contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required by the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

STORM SEWER

Restoration Church CUP includes the construction of privately owned and maintained storm sewer systems. Storm sewers will be installed to collect and convey stormwater runoff generated from the lot to drain off site.

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

The Storm Sewer Charge shall be collected with the building permit.

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0213E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands located on the site.

TREE PRESERVATION

The Tree Preservation Plan submitted with the Restoration Church site plan identifies 2,470 inches of significant trees located within the project boundaries. As a Residential District, the tree removal threshold is 40%, or 988 inches. Plans propose to remove 1,819 diameter inches, or 73.6%, which is above the threshold. Tree removals above the threshold require 104 diameter inches of replacement planting, which is met on the proposed landscape plan. A total of 651 diameter inches of significant trees are identified to be preserved.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. The SWPPP must be submitted and approved by the City prior any site work. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP.

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

The MS4 Administration Fee has not been collected on the parent parcel and is due with the CUP. The developer shall provide construction cost estimates prior to City Council consideration.

$250,000 Grading Cost Restoration Church CUP	x 2% 2026 Rate	= $5,000 MS4 Administration Fee Restoration Church CUP

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Restoration Church CUP. Updated construction costs shall be provided by the developers engineer prior to approval of the SIPA and construction commencing.

Securities shall be collected with the SIPA for the site.

CONSTRUCTION COSTS

Sanitary Sewer Connection	$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer Connection	5,000.00

Grading, Erosion Control and Restoration	250,000.00
SUBTOTAL - CONSTRUCTION COSTS	$ 265,000.00
OTHER COSTS	
Developer's Design (3.0%)	$ 7,950.00
Developer's Construction Survey (2.5%)	6,625.00
City's Legal Expense (0.5%)	1,325.00
City Construction Observation (5.0%)	13,250.00
Developer's Record Drawing (0.5%)	1,325.00
Landscaping	25,000.00
SUBTOTAL - OTHER COSTS	$ 55,475.00
TOTAL PROJECT SECURITY	**$ 320,475.00**

CASH FEES

The Developer shall submit the site plan and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or $7,950.00.

Cash fees shall be collected with the SIPA for the site.

CASH REQUIREMENTS	
MS4 Administration Fee	$5,000.00
City Engineering Administration (3.00%)	7,950.00
TOTAL CASH REQUIREMENTS	**$ 12,950.00**

RECOMMENDATION

Engineering recommends approval of the site plan, grading and erosion control plan, and utility plan for Restoration Church CUP, subject to the requirements and stipulations within this report.

Date: 6/15/2026

Resolution Approving Charitable Gambling Lakeville Lions

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Lakeville Lions to conduct off-site gambling at the Lakeville Area Arts Center.

Overview
Lakeville Lions has applied to the State of Minnesota Gambling Control Board to conduct gambling activities at the Lakeville Area Arts Center from July 9 to July 11, 2026. The application requires a resolution of approval by the City Council.

Supporting Information
1. Gambling Resolution - Lions 2026

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Taylor Snider, Deputy City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION GRANTING APPROVAL FOR CHARITABLE GAMBLING

WHEREAS, the City of Lakeville received an application from the Lakeville Lions to conduct off-site gambling at the Lakeville Area Arts Center; and

WHEREAS, Lakeville Lions is a qualified organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Lakeville Lions to conduct off-site gambling from July 9 to July 11, 2026, at the Lakeville Area Arts Center, 20965 Holyoke Avenue.

DATED this 15th day of June 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy City Clerk

Date: 6/15/2026

Resolution Appointing Judges for the August 11, 2026 Primary Election

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution appointing election judges for the August 11, 2026, Primary Election.

Overview
Minnesota Statute provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality. The appointments must be made at least 25 days before the election.

The attached resolution includes a list of judges to be appointed for this election. Additional judges may be assigned as needed.

Supporting Information
1. Resolution Appointing Election Judges
2. Exhibit A

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Taylor Snider, Assistant to the City Administrator

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION APPOINTING ELECTION JUDGES FOR THE AUGUST 11, 2026 PRIMARY ELECTION

WHEREAS, the City Clerk is the authorized Election official for the City of Lakeville; and

WHEREAS, Minnesota Statue§ 204B.21 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, the appointments shall be made at least 25 days before the election at which the election judges will serve; and

WHEREAS, guidelines have been established for the appointment of election judges; judges must be able to:

- read, write, and speak English;
- carry out instructions given by election administrators and Head Judges;
- learn and follow current election laws as provided by Minnesota Statute;
- answer questions and provide clear instructions to voters;
- work well with other election judges and the general public

NOW, THEREFORE, BE IT RESOLVED by the City of Lakeville City Council hereby approves the list of election judges, attached hereto as Exhibit A, to serve as election judges for the August 11, 2026, Primary Election.

BE IT FURTHER RESOLVED, the Lakeville City Council approves guidelines establishing an absentee ballot board and authorizes the City Clerk to oversee the appointment and procedural process for the City of Lakeville.

ADOPTED by the Lakeville City Council this 15th day of June 2026.

CITY OF LAKEVILLE

_____
Luke Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy City Clerk

Antoinette Adelmann
Julie Anderson
Mary Ann Arneson
Marilyn Ashenbrener
Connie Backhaus
Karla Barrett
Bion Beebe
Mardell Bentzen
Mary Bochek
Jason Bonnett
Cindy Brask
Roxanne Busch
Dianne Carbonneau
Amy Carlson
Dennis Chick
Devon Christianson
Carol Clark
Larry Clausen
Mary Kate Clauson
Mardell Collins
Cynthia Daniels
Sara Drazkowski
Emily Dvorak
Lisa Ebaugh
Elaine Elsen
Joyce Elsen
Melissa Field
Stanley Fleming
Wayne Golembeck
Donald Gordhamer
Marilyn Gordhamer
John Gorra
Jan Graff
Gerald Grenz
Lynae Grossman
Robert Grossman
Stephanie Harnois
Gloria Hartman
Richard Hawkins
Colleen Hayes
Jared Herndon
Jessica Hillis
Ronda Hines
Tania Hochhalter
Ron Hoffbeck
Shelby Hoffman
Candice Hojan
Terry Hoke
Tom Housenga
Anne Hoybook
Brent Jacobson
Susan Jain
Jacquelyn Johnston
Cate Kautz
Barbara King
Jon Knudson
Thomas Koen
Susan Landberg
Catherine Langord Wall
Diane Lind
Alicia Linschied
Darren Luepke
Stephanie MacDonald
Scott Maleska
Kevin Marsh
Carolyn Metcalf
Mike Michels
Joseph Miller
Faadumo Mohamed
Daryl Morey
Tracey Mostaert
Barbara Mutch
Diana Neameyer
Bob Nentl
Barbara Obershaw
Kaye Ochsner
Thomas OKeefe
Roberta Oveson
Doug Parks
Russell Paskewitz
Susan Pastika
Andrea Phillips
Dianne Piekarski
Sandra Rainey
Daniel Raway
Diana Regenscheid
Zach Reuvers
Debra Riggs
Janet Ringberg
Wayne Rons
John Ruppert
Ed Rutherford
Scott Sammon
Heidi Samuels
Lawrence Sanders
Johanna Sawatske
Mary Jo Schmit
Jennifer Schneider
Steve Schnell
Mike Schurch
Robin Schuster
Vicki Schwartz
Louise Seigworth
William Shea
Susan Sheppard
Jacob Simmons
David Simonpietri
Bob Smits
Sheri Soens
Kirsten Storlie
Sandra Sullivan
William Sutlief
Kris Swift
LaRae Templeton
Randy Templeton
Mark Tessier
Michelle Tetreault
Janet Thompson
Arnell Thorpe
Jeannine Thyren
Trace Ulland
Karla Vick
Utilis Vinson
Ray Vogtman
Jane Voight
Ordean Voight
Jeanell Walsh
Carol Ward
Chelsea Wheat
Teresa Will
Natalie Wilson
Philip Wilson
Jennifer Wilts
Daniel Wolter
Kristina Wyzykowski
Sonja Ziemann
Brenda Zink

Date: 6/15/2026

Joint Powers Agreement for Maintenance of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County

Proposed Action

Staff recommends adoption of the following motion: Move to approve Joint Powers Agreement for Maintenance of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County.

Overview

In late 2025, the City and Dakota County partnered to complete a 2-mile trail segment in the City's northeast quadrant. The project was part of the North Creek Greenway, a 14-mile trail that, once completed, will travel through Eagan, Apple Valley, Lakeville, Farmington and Empire Township. The greenway also connects regional destinations including Lebanon Hills Regional Park, the Minnesota Zoo, downtown Farmington, the Vermillion River and Whitetail Woods Regional Park. The trail incorporates elements compatible with natural features along the greenway corridor and expands recreational amenities.

The attached Joint Powers Agreement refers to the county's partnership with the City on the maintenance of the East Community Park (East Lake Park) segment of the greenway. The County will be responsible for the routine maintenance, repair, and replacement of the County's trail improvements located within the greenway segment(s) highlighted in the attached Exhibit 1 at no cost to the City. The City will be responsible for routine maintenance for the greenway segment(s) as listed in the attached Exhibit 2. The County will reimburse the City for maintenance costs at a rate of $3,750 per mile.

Supporting Information

1. JPA Between Dakota County and the City of Lakeville for Maintenance of Greenways, Trails and Associated Improvements
2. Dakota County Authorization to Execute JPA with City of Lakeville for the Greenway and Trail Segment Maintenance

Financial Impact: $0.00 **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

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF LAKEVILLE FOR MAINTENANCE OF GREENWAYS, TRAILS AND ASSOCIATED IMPROVEMENTS

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of Lakeville ("City"). This Agreement uses the word "Parties" for both the County and the City.

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59.

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

WHEREAS, the Parties have cooperated and intend to continue to cooperate in the construction of various Greenway and other regional and local trail segments and associated improvements within the City.

WHEREAS, the City and County recognize that it may be efficient and cost-effective to share resources and cooperate in maintaining certain Greenway and trail segments and their associated improvements.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master maintenance agreement for all Greenway and trail segments within the City, and to provide for that agreement to be modified over time as improvements are added or removed and as cooperative opportunities and maintenance efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of identifying cooperative maintenance opportunities and the responsibilities of the Parties for maintaining various regional and local improvements within the City.

NOW, THEREFORE, the Parties agree as follows:

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 maintenance of Greenways and other regional and local trail segments located within the City and their associated improvements, as more fully described herein.

ARTICLE 2
TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3
MAINTENANCE

4.1 County Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County will be responsible for the routine maintenance, repair and replacement of the County's trail improvements located within the Greenway segment(s) shown on the attached Exhibit 1 (the "Greenway Improvements"), at no cost to the City. The County's maintenance obligations shall be limited to those Greenway Improvements constructed within areas for which the County has an easement or other right to use and maintain property for the Greenway Improvements, including through this Agreement, as determined by the County. The County will maintain, repair and replace the Greenway Improvements according to the County's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the County in its sole discretion.

4.2 City Maintenance Obligations. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the City will be responsible for all routine maintenance, repair and replacement of any City-owned trail improvements connected to the Greenway Improvements (the "City Improvements"), at no cost to the County. The City will maintain the City Improvements according to the City's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the City in its sole discretion.

4.3 Cooperative Maintenance Responsibilities, Payment.

4.3.1 City Greenway Maintenance. The City will be responsible for routine maintenance for those Greenway Improvement segments described on Exhibit 2 and any addendum to Exhibit 2 (collectively referred to herein as "Exhibit 2"). The specific tasks required for routine maintenance relating to individual Greenway segments shall be identified on the applicable portion of Exhibit 2. Unless otherwise specified on Exhibit 2, the City shall not be responsible for any maintenance, repair or replacement of the Greenway Improvements but may notify the County if repairs may be necessary.

4.3.2 County Local Improvement Maintenance. The County will be responsible for all routine maintenance for those segments of any City Improvements shown on Exhibit 3 and any addendum to Exhibit 3, if any (collectively referred to herein as "Exhibit 3"). The specific tasks required for routine maintenance relating to individual City Improvements shall be identified on the applicable portion of Exhibit 3. Unless otherwise specified on Exhibit 3, the County shall not be responsible for any maintenance, repair and replacement of the City Improvements but may notify the City if repairs may be necessary.

4.3.3 Payment for Cooperative Maintenance. A Party assuming a maintenance obligation under this Agreement shall be compensated according to the amounts, if any, identified on the applicable Exhibit. By way of example, the Exhibits may identify a per mile charge for certain tasks (such as snow removal, cleaning, mowing) and/or a per unit or flat charge for certain asks (such as emptying trash receptacles), or any other appropriate compensation method agreeable to the Parties. In addition, the Parties may provide on the Exhibits that no compensation is appropriate if the Parties agree that their shared maintenance obligations for each other's improvements are roughly equal.

4.3.4 Adjustments for Cooperative Maintenance Payments. The City and the County will meet prior to June 1 each year as provided in Article 6 of this Agreement, to evaluate and establish the compensation rates that will be applicable to their respective maintenance obligations for the following calendar year, and the compensation rates may be modified by agreement of the Parties. Following the annual meeting, a Party proposing an increase in compensation rates shall provide written notice of such increase to the other Party's Authorized Representative. The Authorized Representative will respond in writing within 60 days and may request additional information or may, in its discretion, accept or reject the proposed rate increase. If the rate increase is accepted, the Parties shall memorialize a modification to the applicable Exhibit by amendment or by separate addendum referencing this Agreement. If the proposed compensation rate increase is rejected or if the proposed increase has not been accepted or rejected in writing within 60 days from the date the written proposal was submitted, the proposing Party may terminate this Agreement as set forth in Section 8.1.

4.4 New Improvements. The Parties will coordinate on the installation of new Greenway improvements and new City improvements that may be connected to current or future Greenway improvements (the "Additional Improvements"). The Parties may include Additional Improvements within the cooperative maintenance responsibilities identified in this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 7.3 of this Agreement.

ARTICLE 5
ACCESS AND USE RIGHTS

5.1 City Access to Greenway Easements. The City may reasonably access the Greenway Improvements for purposes of fulfilling its obligations under this Agreement and for other purposes related to routine work relating to the City Improvements. The City will contact the County prior to beginning any work that requires Greenway closure, or the use of equipment that interrupts or interferes with the County or the public's use of the Greenway Improvements. The City may be required to obtain a special use permit from the County for such extended access

5.2 County Access to City Right-of-Way and Property. The County may reasonably access City right-of-way and other City-owned property for purposes of fulfilling its obligations under this Agreement and for other purposes in connection with routine work relating to improvements owned by the County and connected to City Improvements. The County will contact the City prior to beginning any work that requires any closure of City right-of-way, or the use of equipment that interrupts or interferes with the City's or the public's use of City right-of-way or other property. The County may be required to obtain a special use permit from the City for such extended access.

5.3 Perpetual License for Greenway Improvements. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway Improvements for those Greenway segments shown on Exhibit 1 that are located on City property or within City right-of-way. 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 Greenway Improvements pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

5.4 Permanent Easements for Greenway Improvements. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.3 with permanent easements for the Greenway Improvements shown on Exhibit 1. The City will execute documents reasonably necessary to convey permanent easements for the Greenway Improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6
ANNUAL REVIEW

The parties shall confer annually to review the parties' respective maintenance obligations and to discuss any issues the parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both parties for their convenience.

ARTICLE 7
AMENDMENTS

7.1 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.

7.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization form their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 7.1. Notwithstanding the foregoing, the Parties may adjust the compensation rates provided for in Section 4.3.4 through a written addendum explicitly referencing this Agreement and the applicable Exhibit(s). Modification of the maintenance obligations identified in the Exhibits to this Agreement made for the convenience of the Parties shall be considered a non-material amendment, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 7.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.

7.3. Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Greenway Improvement segments to or from Exhibit 1 or the modification of maintenance obligations that, in the view of an individual Party, significantly impact that Party's maintenance budget, including but not limited to costs of materials, equipment, and wages, shall require authorization and approval by the Parties' respective governing bodies. A Party may unilaterally choose to have its governing body approve an increase in compensation rates established in Section 4.3.4 of this Agreement. A decision by a Party to have its governing body approve one or more annual compensation rate increases shall not require the other Party to also request approval from its governing body.

ARTICLE 8
TERMINATION

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the Party 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:

Luke Hellier
Mayor
20195 Holyoke Avenue
Lakeville, MN 55044
952-985-4400
lhellier@lakevillemn.gov

To the County:

Georg T. Fischer
Assistant County Manager
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124
952-891-7000
georg.fischer@co.dakota.mn.us

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
20195 Holyoke Avenue
Lakeville, MN 55044
952-985-4601
jmasiarchin@lakevillemn.gov

County Liaison

Tony Wotzka
Parks Greenway Manager
14955 Galaxie Avenue
Apple Valley, MN 55124
952-891-7966
tony.wotzka@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 Conflict Resolution. The County and City will cooperate in the coordination of operations and maintenance of the Greenway Improvements, City Improvements, and any Additional Improvements. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 Minnesota Law Governs. 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.

11.7 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.

11.8 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.

11.9 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.

11.10 Electronic Signatures. Each Party agrees 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.

11.11 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement, including any addendum to an Exhibit, are each true and correct, and are incorporated into and made part of this Agreement.

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

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date of signature: _____

County Board Res. No. 25-526

CITY OF LAKEVILLE

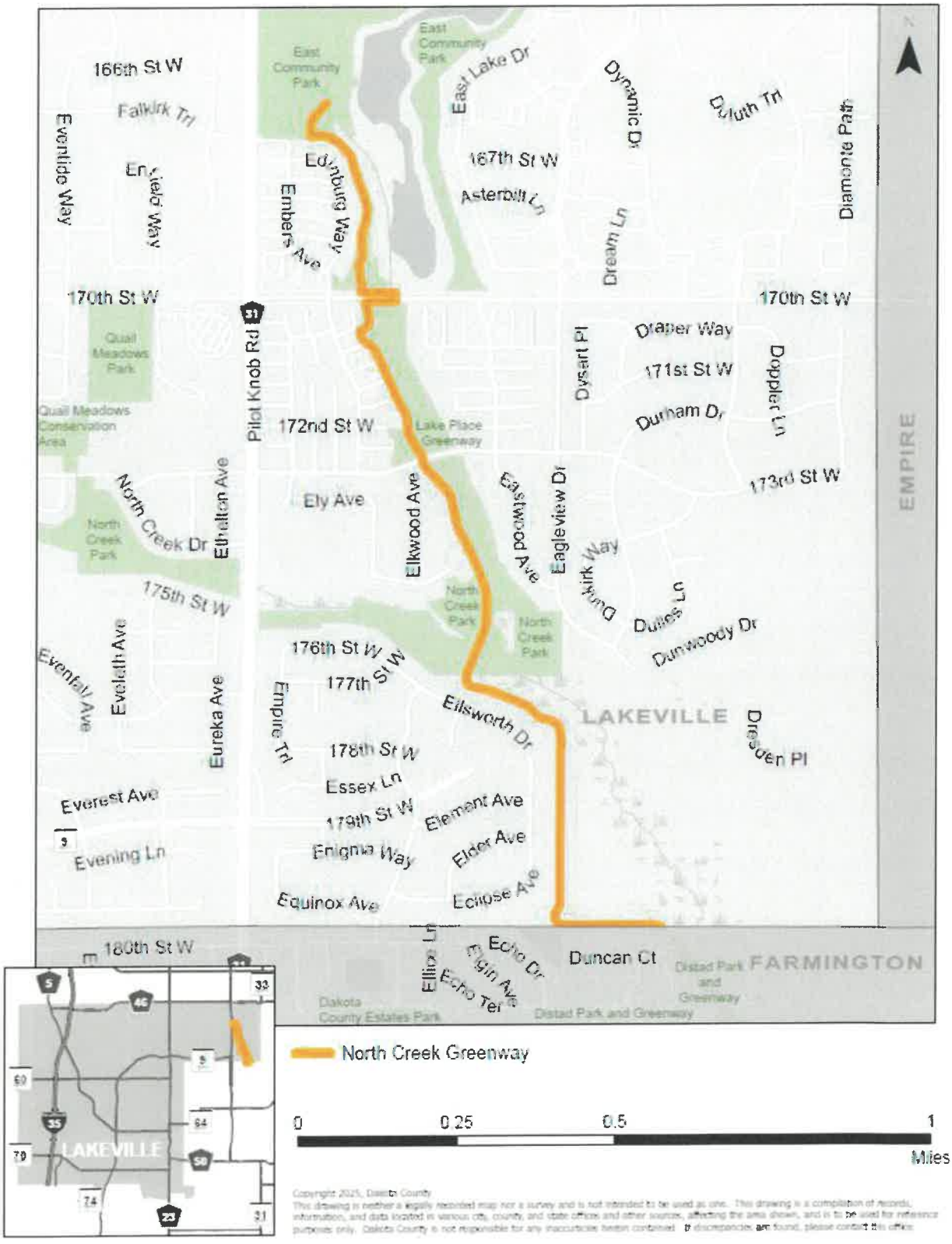
By: _____
Luke Hellier, Mayor

Date of signature: _____

By: _____
Ann Orlofsky, City Clerk

EXHIBIT 1

COUNTY GREENWAY IMPROVEMENTS



Copyright 2025, Dakota County
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.

EXHIBIT 2

CITY GREENWAY MAINTENANCE OBLIGATIONS

I. Maintenance

A. North Creek Greenway: Duncan Ct (Lakeville City boundary) to East Community Park (1.75 mi)

(1) Snow removal from trail and bench nodes

(2) Mowing 2' per side and around nodes, including string trimming around infrastructure

(3) Trimming branches and vegetation from the 2' clear zone

(4) No Trash and Recycling Container removal (County responsible)

Assumes mowing 30 times a season and 30 snow events on average.

II. Reimbursement

A. North Creek Greenway: Duncan Ct (Lakeville City boundary) to East Community Park
   a. $1,750 snow removal
   b. $1,750 mowing
   c. $250 brush and tree trimming

II. Reimbursement Rate

A. 1.75 miles @ $3,750 per mile = $6,562.50

B. City may invoice the County annually on or about November 8th. The County shall pay the invoice within 35 days of receipt.

EXHIBIT 3

COUNTY MAINTENANCE OBLICATIONS FOR CITY TRAILS AND FACILITIES

NONE

BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA

November 4, 2025 — Resolution No. 25-526

Motion by Commissioner Hamann-Roland — Second by Commissioner Workman

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Authorization To Execute Joint Powers Agreement With City Of Lakeville For Greenway And Trail Segment Maintenance

WHEREAS, by Resolution No. 11-517 (October 11, 2011), the Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan; and

WHEREAS, the City of Lakeville and Dakota County have constructed or reconstructed about 1.75 miles of the North Creek Greenway to Dakota County Greenway standards in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Lakeville and Dakota County to execute a maintenance agreement to define routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will reimburse the City of Lakeville annually for routine maintenance activities at an agreed-upon rate per mile of Greenway; and

WHEREAS, Dakota County will continue to perform routine trail inspections, graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Asset Preservation set-aside and project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Maintenance Agreement, as substantially presented, with the City of Lakeville for the North Creek Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	X	Slavik	
Atkins	X	Atkins	
Halverson	X	Halverson	
Droste	X	Droste	
Workman	X	Workman	
Holberg	X	Holberg	
Hamann-Roland	X	Hamann-Roland	

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 4th day of November 2025, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 4th day of November 2025.

Jeni Reynolds

Clerk to the Board

Date: 6/15/2026

Approval of Joint Powers Agreement with Dakota County for CSAH 46 Pavement Preservation, Drainage Improvements, and City Utility Repairs

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Joint Powers Agreement with Dakota County for pavement preservation, drainage improvements, and City utility repair work along County State Aid Highway 46, City Project 26-10.

Overview

Dakota County will resurface County State Aid Highway (CSAH) 46 (162nd Street) and update pedestrian facilities to meet current ADA standards between CSAH 5 (Kenwood Trail) and the Interstate 35 bridge. This work is scheduled for construction in 2026 as part of the County's pavement preservation program. Several City-owned utilities, including storm sewer, sanitary sewer and waterman, are located within or adjacent to this corridor, and many components are due for maintenance or spot repairs.

Coordinating these utility repairs with the County's pavement project allows the City to extend the useful life of existing infrastructure, reduce future pavement cuts and traffic disruptions, lower long-term lifecycle costs, improve the performance of the shared stormwater system, and minimize construction impacts to residents by combining work into a single project.

The Joint Powers Agreement outlines project responsibilities and cost participation. The City will lead the design of its utility repair and maintenance work, and the County will lead the pavement preservation design, overall construction and construction administration. The City's estimated cost for drainage improvements and utility maintenance/repairs is $19,000, and will be funded by the Pavement Management Fund and the Sanitary Sewer and Water Operating Funds.

Supporting Information

1. 2026.06.15 JPA (Dakota County Contract DCA23523)

Financial Impact: $19,000 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Zach Johnson, City Engineer

JOINT POWERS AGREEMENT FOR

MILLING, BITUMINOUS OVERLAY, DRAINAGE IMPROVEMENTS, CITY UTILITY REPAIRS, AND COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NO. 46-068

CITY PROJECT NO. 26-10

SYNOPSIS: Dakota County and the City of Lakeville agree to include the necessary storm sewer, sanitary sewer, and watermain repairs with the 2026 resurfacing of County State Aid Highway (CSAH) 46 (162nd Street) from CSAH 5 (Kenwood Trail) to the bridge over Interstate 35 in Lakeville, Dakota County. All sharing of project costs will be in accordance with the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021).

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

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

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 46-068 and City Project 26-10 (the “Project”); and

WHEREAS, County Project 46-068 will include resurfacing the pavement of County State Aid Highway (CSAH) 46 (162nd Street) between CSAH 5 (Kenwood Trail) and the bridge over Interstate 35, and includes upgrades to the pedestrian facilities to meet modern ADA standards; and

WHEREAS, the City desires to repair storm sewer, sanitary sewer, and water infrastructure within the project limits of CSAH 46 (the “City Work”); and

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

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said final design engineering, construction administration, and maintenance, per the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021); and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021), jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

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

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

3. Plans, Specifications and Award of Contract. The County is the lead agency and will prepare plans and specifications consistent with County and City design standards, State Aid design standards and MnDOT standards and specifications. The City shall be responsible for inventorying and identifying necessary storm sewer, sanitary sewer, and water system repairs, and preparing plans and specifications to be incorporated into the County's plans and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the construction contract to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The construction contract shall be performed in accordance

with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

4. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the Dakota County 2040 Transportation Plan (July 2021). The City shall be responsible for inspecting and approving the work associated with utility repairs of storm sewer, sanitary sewer and watermain. During any construction activities on City storm sewer, sanitary sewer, or water, an inspector representing the City must be available at the site. The County and City shall be responsible for the maintenance of all such storm sewer facilities after completion of the Project in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems* (Dakota County Contract No. C0025412). The City shall be responsible for maintaining all sanitary sewer and water facilities.

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

6. Traffic Control. Prior to the start of any construction activities on City storm sewer, sanitary sewer, or water, a traffic control meeting must be conducted. This meeting can take place at the preconstruction conference. A representative from each the City, County, and contractor must be in attendance. The contractor will provide details of their traffic control plans and must receive concurrence from both the City and County before proceeding with the work. As part of construction inspection, the Parties shall

monitor the traffic conditions and ensure the traffic control measures are in accordance with what was agreed upon during the traffic control meeting. The Parties must coordinate with the contractor in the case that traffic control measures are ineffective or are creating unsafe conditions.

7. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) (cost sharing polices F.1 through F.19), the County will participate in the Project as defined below after deducting federal and state cost participation amounts. Final costs will be based on actuals at the time of construction.

   Cost Participation – Roadway (County cost policy F.1)

   - The County will be responsible for 100% of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, or other methods, as part of the final project.

   Cost Participation for Storm Sewer System Maintenance (County cost policy F.7)

   - The City has inspected and documented a request of specific storm sewer repair items to be included in the construction plans.
   - Storm sewer repairs: The County and City shall share all costs associated with the repairs to storm sewer systems made as part of the Project. The County shall pay 80% of the storm sewer repair costs, and the City shall pay 20% of the storm sewer repair costs. The City shall be responsible for inspecting and approving this work. Further, the County and City shall be responsible for the maintenance of all such facilities after completion of the Project in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems* (Dakota County Contract No. C0025412).

   Multi-Use Trails and Sidewalk Maintenance (County cost policy F.8)

   - Repairs and updates to pedestrian facilities including both trail and sidewalk are included in the construction plans. The County shall pay 100% of the costs for this work.

8. Project Costs: City Utility Repairs. The City has inspected their facilities and documented a request of specific sanitary sewer, and water repair items to be included in the construction plans.

   The City shall be solely responsible for:

   - Inspecting and approving said utility work.
   - Maintaining all such facilities after the completion of the Project.

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

   - At construction plan milestones (30%/60%/90%/Final).
   - Prior to advertising a construction contract.
   - After bid opening (prior to contract award).
   - During construction if total contract changes exceed $25,000.

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

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

10. Payment. The County shall administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall

be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

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

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

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

14. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City Work. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.

15. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way.

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

17. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems* (Dakota County Contract No. C0025412).

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

19. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

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

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

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

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

24. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

_____
City Engineer

By _____
Mayor

(SEAL)

By_____
City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

_____ By:_____
County Engineer Physical Development Director

Date:_____

COUNTY BOARD RESOLUTION

No. 25-448 Date: 9/23/2025

Date: 6/15/2026

Letter of Intent for Solar Improvements at City Hall

Proposed Action
Staff recommends adoption of the following motion: Move to approve a letter of intent with Apadana Energy for solar improvements at City Hall.

Overview
The City of Lakeville has the opportunity to pursue funding through the Minnesota Department of Commerce Solar on Public Building (SPB) Grant Program. This program supports the development and installation of photovoltaic (PV) systems on publicly owned buildings and facilities across Minnesota in Xcel Energy territory to reduce energy costs, improve energy resilience and support local sustainability goals. The City is proposing the installation of a solar array no larger than 40 kilowatts on the City Hall building. WSB will support the City through site feasibility analysis, solar system sizing, financial evaluation, solar contractor RFP development and selection and full grant application development.

Proposed Project and Potential Outcomes

If awarded, grant funding would support the installation of solar PV systems on the City Hall building. Potential project benefits include:

- Reduced municipal electricity costs through on-site renewable energy generation
- Increased energy resilience for public facilities
- Showcasing leadership in sustainability and clean energy adoption

By installing solar on the City Hall building, the City can expect an estimated return on investment (ROI) after 5 years, resulting in approximately $191,465 in net savings over 25 years, based on initial planning estimates. The total project cost is estimated at $159,500. Through the State's Solar on Public Buildings grant program, approximately 70% of the project cost ($111,650) would be covered by grant funding, leaving an estimated City cost of $47,850. In addition, the City may be eligible for federal clean energy tax credits through the Direct Pay program, which can be combined with State grant funding. If awarded, these federal incentives could reduce project costs by an additional 20–30%, potentially lowering the City's final cost to between $0 and $15,950.

Estimated Financial Overview

- Total Project Cost $159,500
- SPB Grant Funding (70%) $111,650
- City Contribution before Federal Direct Pay $47,850
- City Contribution after Federal Direct Pay $0 – $15,950

Construction Quote
In order for the grant to be complete, a qualified solar contractor needs to submit information for the grant. Also, the grant scoring gives more points if a solar contractor has been selected. The City held a pre-quote meeting at City Hall on June 2, 2026, which was attended by seven contractors. Quotes were received from five contractors on the June 9 deadline and subsequently reviewed by staff. Proposals were submitted by Apadana Energy, Blue Horizon Electric, Olson Solar Energy, TruNorth Solar, and Wolf River Electric.

Consistent with the Request for Proposal (RFP) requirements, a scoring matrix was used to evaluate and rank the proposals based on the established selection criteria. Apadana Energy received the highest overall score and is recommended for award of the project contingent upon the City receiving grant funding through the Solar on Public Buildings Grant Program. If the City receives the grant funds and desires to move forward with the solar project a contract with Apadana Energy will be brought back to the City Council for consideration.

Estimated Timeline Overview

SPB Grant Application Due	June 30, 2026
Anticipated Award Notification	August 31, 2026
Anticipated Grant Execution & Work Begins	October 12, 2026
Project Completion Deadline (approx. April 2028)	Within 18 months of grant execution

Supporting Information
1. Letter of Intent
2. Letter of Recommendation

Financial Impact: $47,850 **Budgeted:** No **Source:** Building Fund
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Paul Oehme, Public Works Director

apadana ENERGY

SOLAR | EV CHARGING | BATTERY STORAGE



Preliminary Design

Lakeville City Hall

20195 Holyoke Ave,
Lakeville, MN 55044

6/11/2026
Rev 2

Contact:
Ben Ganje
612-280-7469
ben.ganje@apadanatechnology.com

System Size: 55 kW DC / 125 Panels

*Utility may require relocating meters outdoors. Average meter relocation cost is $3K - $15K, which is not included in this proposal.

Includes solar on public buildings grant (Minimum of: $2.03/W & **70% of project cost)

Environmental Benefits

- *68,892 kWh in 1st year; 1,923,682 kWh over 30 years*
- 2,962,663 lbs. of CO2, which is equivalent to 22,490 trees growing for 10 years

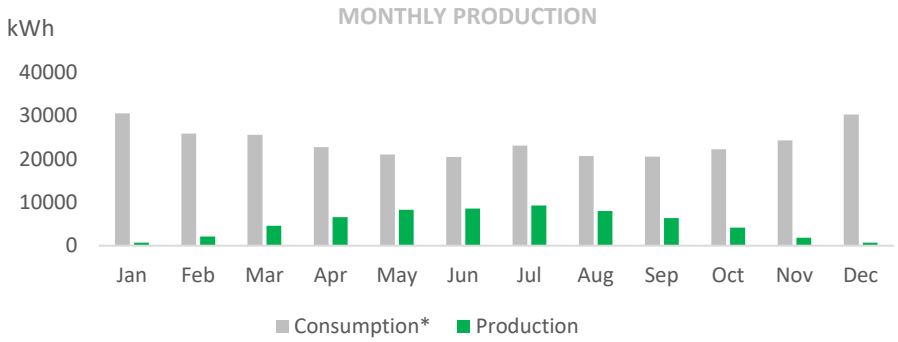


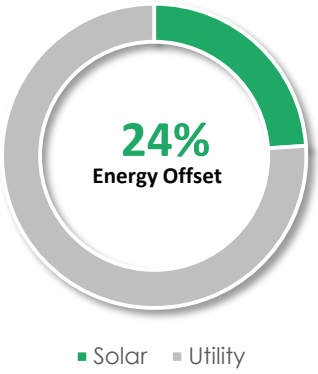
Project Cost	$149,373
*Price Valid Until	7/12/2026
1st Year Net Cost	$0
*Assumes all grants/incentives are received	
Total Revenue	$402,699
*30 years cumulative; system can operate beyond 40 years	
IRR	#DIV/0!
*Internal Rate of Return on 30 years	
Cash Payback	<1 Years

*Zero out-of-pocket financing available

T-E.2.5.4

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*Consumption data is estimated with the 12 months of supplied usage data

YOUR SOLAR SPECS

What will my system size be?

- 55 kW, 125 panels

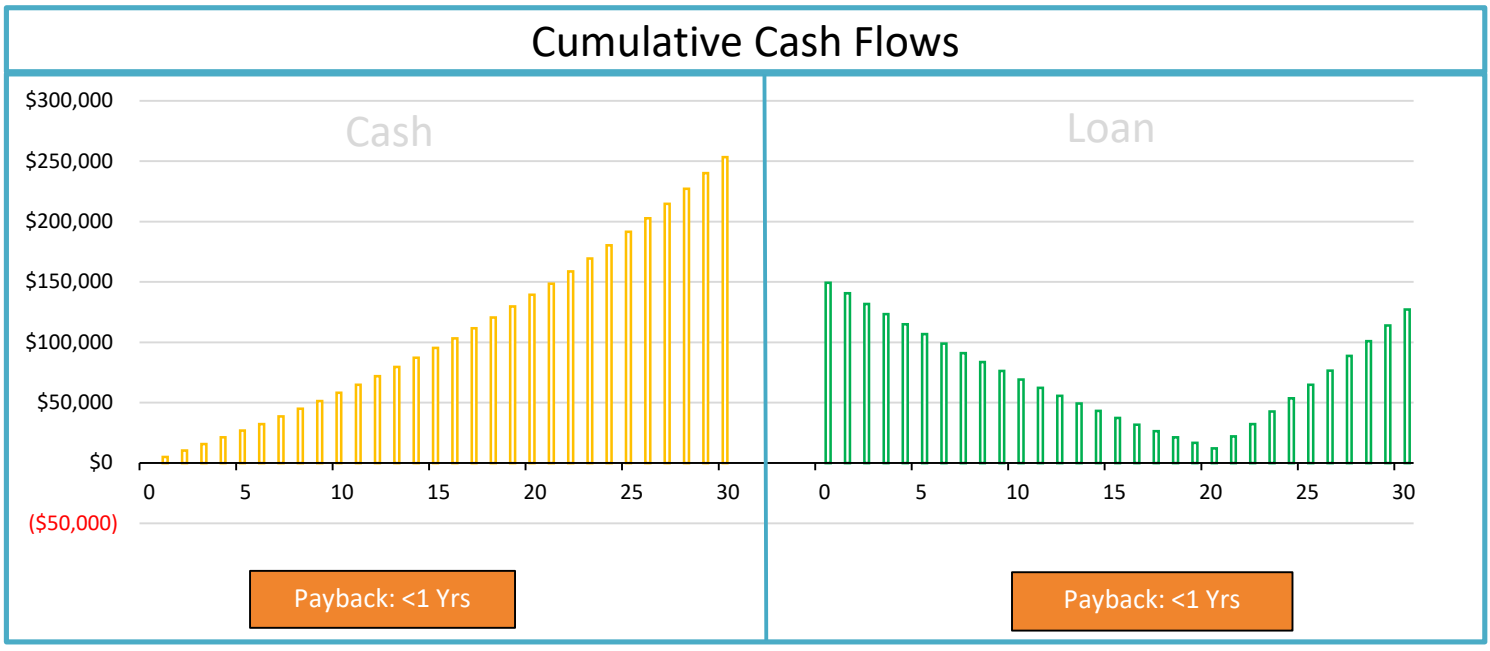
What kind of material will be installed

- Monocrystalline 440 Watt Bi-Facial NE Solar Tier 1 Panels or Equivalent
- SolarEdge Inverters and Power Optimizers
- Iron Ridge BX Racking

YOUR PRODUCT WARRANTIES

What are my warranties?

- 25 Year Panel Production Warranty
- 12 Year Inverter Warranty
  -Extendable to 20 years
- 25 Year Optimizer Warranty
- 25 Year Racking Warranty
- 10 Year Installation Workmanship Warranty
  -Extendable to 25 Years



T-E.2.5.4



YOUR SOLAR FINANCES

HOW MUCH WILL IT SAVE ME (AND THE PLANET)?

Your initial payment	**$149,373 or $2.72/watt, full turnkey design and installation**
You get back	**$44,812 in tax savings**
...and	**$104,561 includes all Utility Incentives and/or Grants**
	Solar on Public Buildings grant plus utility incentives
For a net cost of	**$0**
Over the 30-years	**$248,838 worth of projected utility savings!**

Price valid until: **7/12/2026**

I intend to ☐ Pay Cash ☐ PPA ☐ Finance

$	14,937.00	Commitment Fee for Engineering & Permitting
$	82,155.00	Material Procurement and Mobilization
$	44,812.00	Project Installation
$	7,469.00	Project Completion Balance

This Letter of Intent (LOI) expresses the mutual interest of the City and Apadana Energy in pursuing the proposed solar project. The parties acknowledge that this LOI is non-binding with respect to construction services and does not obligate the City to proceed with the project. The City shall have no obligation to make any payments, including any engineering, permitting, commitment, design, or other project-related fees, unless and until: (1) the City has been awarded grant funding sufficient to support the project; (2) the City Council has formally accepted the grant award; and (3) the City Council has approved a final contract for the project. Apadana Energy may, at its sole risk and expense, perform preliminary activities necessary to support the grant application process; however, the City shall not be responsible for any costs incurred prior to execution of a City Council-approved contract. No construction, permitting, or other project work shall commence on behalf of the City until a final contract has been approved by the City Council and executed by both parties. Nothing in this LOI shall be construed as creating a binding obligation on the City to award a contract or proceed with the project if grant funding is not secured or if the City Council does not approve the grant or contract.

System Size: 55 kWdc Rev 2

I accept the solar system proposal by Apadana Energy LLC dba Apadana Solar Technologies.

Name of authorized representative Signature Date

T-E.2.5.4

apadana ENERGY

SOLAR | EV CHARGING | BATTERY STORAGE

Prepared for Lakeville City Hall
20195 Holyoke Ave, Lakeville, MN 55044

Proposal ID Rev 2 (CASH)
Pricing expires 7/12/2026

INVESTMENT		SYSTEM	
Total Project Cost	$149,373	Utility	Xcel Energy
Installed Cost ($/Wdc)	$2.72	Starting Cost of Electricity	$0.0702
Project Payback (Years)	<1	System Capacity (kW DC)	55.00
Internal Rate of Return (IRR)	#DIV/0!	Number of Modules	125
		Current Customer Usage (kWh/yr)	287,675
Total Net Savings (30 yr life)	**$253,326**	Portion to be offset by solar	24%

Year	Solar Production [kWh]⁰	Revenue			Tax Benefits †			Cost & Operating Expense ‡	Cash Flow	
		Production*	Demand**	Incentives***	Investment Tax Credit (30%)	Federal Depreciation	State Depreciation		Annual	Cumulative
0				$104,561	$44,812			($149,373)	($0)	**($0)**
1	68,892	$4,836	$186						$5,022	**$5,022**
2	68,548	$5,005	$189						$5,193	**$10,216**
3	68,205	$5,179	$192						$5,370	**$15,586**
4	67,864	$5,359	$195						$5,554	**$21,140**
5	67,524	$5,545	$198						$5,743	**$26,883**
6	67,187	$5,738	$201					($500)	$5,439	**$32,322**
7	66,851	$5,938	$204						$6,142	**$38,463**
8	66,517	$6,145	$207						$6,351	**$44,815**
9	66,184	$6,359	$210						$6,568	**$51,383**
10	65,853	$6,580	$213						$6,793	**$58,175**
11	65,524	$6,809	$216					($500)	$6,525	**$64,700**
12	65,196	$7,046	$219						$7,265	**$71,965**
13	64,870	$7,291	$223						$7,513	**$79,479**
14	64,546	$7,545	$226						$7,771	**$87,249**
15	64,223	$7,807	$229						$8,036	**$95,286**
16	63,902	$8,079	$233					($500)	$7,812	**$103,097**
17	63,583	$8,360	$236						$8,596	**$111,694**
18	63,265	$8,651	$240						$8,891	**$120,584**
19	62,948	$8,952	$243						$9,195	**$129,780**
20	62,634	$9,264	$247						$9,511	**$139,290**
21	62,320	$9,586	$251					($500)	$9,337	**$148,627**
22	62,009	$9,920	$254						$10,174	**$158,801**
23	61,699	$10,265	$258						$10,523	**$169,324**
24	61,390	$10,622	$262						$10,884	**$180,208**
25	61,083	$10,992	$266						$11,258	**$191,466**
26	60,778	$11,374	$270					($500)	$11,144	**$202,610**
27	60,474	$11,770	$274						$12,044	**$214,654**
28	60,172	$12,179	$278						$12,458	**$227,112**
29	59,871	$12,603	$282						$12,886	**$239,998**
30	59,571	$13,042	$287						$13,329	**$253,326**
Total	**1,923,682**	**$360,387**			**$44,812**			**($151,873)**	**$253,326**	

ASSUMPTIONS		NOTES
		NOTE: Actual future performance, values, and returns for each specific solar installation cannot be guaranteed.
Module degredation	0.50%	Annual degradation based on Apadana and industry data. Annual degradation 0.5%.
* Rate escalation	4.00%	* Calculated using current utility rates for your customer class, extrapolated forward at an estimated annual rate escalation.
** Demand savings	7.80%	** Based on analysis of data from a broad mix of actual, operating installations
		*** Incentives based on current utility programs, includes Xcel PV Demand Credit Rider calculated to be $0.03/kWh
† Fed. & state tax rate	N/A	† Employs modified accellerated depreciation, customer should consult a tax advisor, bonus depreciation may be available.
		‡ Includes cell card replacements (avoidable w/ internet access) and intverter replacement at estimated (extended warranty available)

Numbers above are estimates based on industry standards using 44-year average of meteorlogical data. Actual numbers may vary. Consult with your tax advisor or CPA to confirm all tax estimates presented here.
ITC percent above is based on information provided by the IRA legislation at the time of proposal or our best judgement given available information. Ongoing Federal ITC updates may alter the ITC. Client should consult their tax advisor to ensure the accuracy of their ITC percentage.

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Memorandum

To: Paul Oehme, Public Works Director

From: Mattie Anders, Sustainability Program Manager

Date: June 10, 2026

Re: Letter of Recommendation for the Solar on Public Buildings Grant

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The City of Lakeville is pursuing the Minnesota Department of Commerce's Solar on Public Buildings Grant for the last round of funding. The City has been utilizing WBS's sustainability staff to assist in completing this process, which included developing and publishing a request for proposals (RFP) for solar contractors and using scoring criterion to select a contractor (see Lakeville's attached RFP).

Lakeville obtained five (5) different proposals from solar energy contractors on or before June 9, 2026. A scoring matrix was used by Mattie Anders and Lisa Shi (WSB) to individually score these proposals, where one solar contractor had the highest points awarded – Apadana Energy (see the attached proposal).

Complete Proposals (10 points)	Best Value to the City (30 points)	Targeted Group (5 points)	Financial Strength and Stability (10 points)	Previous Experience (20 points)	Project Engineering Analysis (10 points)	Customer Service Capabilities (5 points)

Apadana Energy included a project schedule, indicating final completion of the solar array and power generation within eighteen (18) months from the date of contract execution. Total project cost listed in the proposal was comparable to other proposals at $159,500, with the grant funding covering 70% of this cost, or approximately $111,650. The project is also eligible to receive a 30% federal tax credit through Direct Pay during the 2027 tax season, which would cover an additional 30% of the total project cost, or $47,850. Assuming the federal elective pay covers 30%, Lakeville will be responsible for $0 for the whole project. The estimated 25-year savings from this program is $191,465.

It is recommended that the City Council approve Apadana Energy for this work to enable contract signature, immediate commencement of work, and final grant submittal on or before 6/30/2026, contingent upon state approval of the grant.

Attachments:

- Apadana Energy Proposal – obtained on 6/9/2026
- Lakeville's Request for Proposal – released on 5/28/2026

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

Solar Photovoltaic System Proposal

Lakeville City Hall Building
20195 Holyoke Avenue, Lakeville, Minnesota 55044

Prepared for:
City of Lakeville
Paul Oehem, Public Works Director

Prepared by:
Apadana Energy
3401 Nevada Avenue N, Suite 2A
Minneapolis, MN 55427
www.apadanatechnology.com

Primary Contact:
Ben Ganje
Director
612-280-7469
beng@apadanatech.com

Date: June 9, 2026

June 9, 2026

Paul Oehem
Public Works Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: RFP for Solar PV System on Lakeville City Hall Building

Dear Mr. Oehem and Selection Committee,

Apadana Energy is pleased to submit this proposal to the City of Lakeville for the design, engineering, procurement, installation, commissioning, and long-term support of a solar photovoltaic system at the Lakeville City Hall Building.

We understand the City is seeking a cost-effective, grant-ready system that supports the Minnesota Department of Commerce Solar on Public Buildings application, protects City Hall, reduces long-term utility costs, and demonstrates Lakeville's commitment to practical renewable energy investment. Apadana's proposal is structured as a direct-purchase project so the City can retain the long-term value of ownership, including utility savings, renewable energy credits, and eligibility for applicable federal elective pay benefits.

The proposed system will remain at or below the RFP's 40 kW AC limit and within the City's stated project-cost target. Apadana will use NE Solar modules and commercial-grade inverter and optimizer equipment, with warranty coverage that exceeds the RFP minimums, including a 10-year workmanship warranty, 25-year module warranty, 25-year optimizer warranty, and included extended inverter warranty coverage.

Apadana is also prepared to work with Lakeville on extended payment terms tied to grant timing, project milestones, and City approval processes. We appreciate the opportunity to support the City's investment in clean energy and believe this proposal provides a strong combination of local experience, grant readiness, long-term reliability, careful facility stewardship, and best value.

Sincerely,



Lev Buslovich
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(952) 405-6050

apadana ENERGY
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Key Areas of Differentiation

Apadana Energy believes this proposal provides the City of Lakeville with a strong combination of local experience, grant alignment, financial flexibility, facility-sensitive design, and long-term system reliability. Our design proposal will meet or exceed the standards of the city's request for proposal. The following items will separate us from other installers and, we believe, are unique to our proposal:

- **CERT-certified Minority Business Enterprise:** Apadana Energy is a CERT-certified MBE contractor, providing the City with direct targeted group participation from the prime solar provider, not only from a subcontractor or supplier.

- **Extended payment options:** Apadana understands that this project is tied to the Solar on Public Buildings grant and the City's reimbursement timeline. We are prepared to work with Lakeville on extended payment terms that coordinate project invoicing with grant reimbursement, City approvals, and project milestones.

- **More than 15 successful Twin Cities municipal projects:** Apadana has completed more than dozens of successful solar projects with Twin Cities municipalities and public-sector entities. This experience gives our team a practical understanding of public-building requirements, occupied-facility construction, utility coordination, prevailing wage documentation, permitting, and public grant compliance. **In all projects, Apadana is proud to keep the project within the costs and specifications outlined in the response for proposal. Any change orders came at the request of the municipality. We stand by our bids.**

- **Solar on Public Buildings grant experience:** Apadana staff has helped more than a dozen public-sector customers pursue and receive Solar on Public Buildings grant funding by providing the technical, financial, and compliance information required for grant applications and project administration. Most of these have been built within the last 18 months.

- **No external conduit:** Based on the City's direction, Apadana will design the system with no exposed exterior conduit. Our electrical design will prioritize concealed, interior, attic, mechanical-room, or otherwise non-visible conduit pathways where practical and code-compliant, preserving the exterior appearance of Lakeville City Hall.

- **NE Solar modules:** Apadana is proposing NE Solar bifacial modules for this project, providing the City with high-quality solar equipment selected for long-term performance, warranty strength, and value within the City's grant-optimized budget. These modules are known to produce more kilowatt hours due to bifacial gain.

- **Extended inverter warranty included:** Apadana will include extended inverter warranty coverage as part of this proposal, giving the City stronger long-term protection than the RFP's minimum inverter warranty requirement.

- **Public education portal support:** Apadana will provide software setup support, monitoring configuration guidance, and staff training for a public-facing SolarEdge monitoring portal if the City would like to use the City Hall solar array as an educational and community-facing sustainability tool. Physical display hardware is not included in the base proposal.
- **Minnesota-based solar EPC:** Apadana is a local solar engineering, procurement, and construction firm with experience delivering rooftop and public-sector solar projects in Minnesota conditions. Our team understands local permitting, Xcel Energy interconnection, snow and wind loading, roof protection, and the documentation standards expected on public projects. We have more than 10 full-time engineers. We don't employ sub-contractors for local projects.
- **Turnkey responsibility:** Apadana will manage the complete project, including design, engineering, procurement, permitting, interconnection, installation, commissioning, monitoring setup, closeout documentation, O&M manuals, warranty coordination, and grant-support documentation. Apadana is proud to operate a dedicated service department charged with maintaining and operating our projects.

Company Overview

Apadana Energy is a Minnesota-based engineering, procurement, and construction firm specializing in solar energy systems for public-sector, tribal, commercial, and institutional clients. Founded in 2010, Apadana has grown into one of the most experienced turnkey solar contractors in the region, delivering high-performance photovoltaic systems with a focus on engineering excellence, safety, grant compliance, and long-term reliability.



Apadana holds a Minnesota Class A Electrical Contractor License and a Minnesota Building Contractor License. We work with NABCEP-certified professionals, licensed Professional Engineers, and highly skilled electricians who support each stage of the project lifecycle. Apadana is also certified as a Minority Business Enterprise and Small Business Enterprise, bringing additional economic value to publicly funded projects.

Through our experience with counties, park districts, municipalities, school districts, tribal governments, and institutional customers, Apadana has demonstrated its ability to manage complex rooftop and ground-mounted solar projects under strict stakeholder, permitting, utility, prevailing wage, grant, and documentation requirements.

Project Understanding

The City of Lakeville is seeking a qualified solar provider to design, build, and maintain a solar photovoltaic system at Lakeville City Hall. The City has stated a preference for rooftop solar and has identified the Lakeville City Hall Building at 20195 Holyoke Avenue as the project site.

The City Hall Building has annual electricity usage of approximately 287,676 kWh, average monthly energy usage of approximately 23,973 kWh, and average monthly demand of approximately 77.5 kW. Hourly energy consumption was not available from Xcel Energy at the time of the RFP. Because of that, Apadana has taken a conservative approach to utility savings and demand charge assumptions, described later in this proposal.

The project must not exceed the lesser of 40 kW AC or 120 percent of the building's average annual electricity consumption. Because City Hall has sufficient annual load to absorb the output of the proposed solar system, the 40 kW AC cap is the governing limit. Apadana's proposed system will be designed to remain at or below this AC capacity threshold while maximizing cost-effective DC capacity within the City's grant and budget framework.

The City's RFP is directly tied to the Minnesota Department of Commerce Solar on Public Buildings grant program. Apadana understands that the City wishes to maintain total project costs at or below approximately $159,500 in order to maximize the available grant funding. Based on the RFP's stated assumptions, a project cost of $159,500 may support a Solar on Public Buildings grant of up to approximately $111,650, subject to final Department of Commerce award, eligible project cost, final system sizing, and grant contract execution.

Apadana understands that execution of a final contract is contingent upon the City receiving grant funding. If selected, Apadana will support the City's grant application by providing the technical, financial, and compliance information required by the Department of Commerce, including final system size, production estimates, site plan, one-line diagram, equipment details, project budget, 25-year cash flow analysis, payment milestone schedule, prevailing wage assurance, and MPCA recycling documentation.

Proposed Ownership and Financing Structure

Apadana is proposing this project as a direct purchase by the City of Lakeville. No Power Purchase Agreement is included in the base proposal.

The direct purchase structure allows the City to retain the long-term value of the project, including system ownership, renewable energy credits, utility savings, public education value, and eligibility for applicable federal elective pay benefits.

This structure also supports a clean and transparent grant application because project cost, grant value, elective pay assumptions, and net cost to the City can be clearly shown in the 25-year cash flow analysis.

Apadana is prepared to work with the City on extended payment terms that coordinate with the Solar on Public Buildings reimbursement process, project milestones, City approval cycles, and grant administration. Final payment terms will be confirmed in the project agreement.

System Design Rendering

Apadana prepared the preliminary Lakeville City Hall solar layout using Aurora Solar to evaluate available roof areas, rooftop constraints, access pathways, shading conditions, and general array placement. The rendering shows a roof-mounted PV system focused on the western and southwestern roof sections, where the roof geometry supports efficient module rows while maintaining appropriate clearances from rooftop equipment, vents, drains, parapets, roof edges, and service areas.

This layout reflects Apadana's intent to balance production, code compliance, constructability, roof protection, aesthetics, and long-term serviceability rather than simply maximizing module count. The design avoids the more architecturally sensitive central roof forms and preserves access for both solar maintenance and existing building systems.

Final module placement, setbacks, racking configuration, ballast requirements, and electrical routing will be confirmed during detailed engineering and structural review. Consistent with the City's direction, the final design will include no exposed exterior conduit and will prioritize concealed or interior routing where practical and code-compliant.

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Proposed System Snapshot

The final system design will be completed after City selection, final engineering review, roof verification, electrical routing confirmation, and grant-support coordination. The following table summarizes the intended design approach and placeholders for final values.

Item	Proposed Value
Site	Lakeville City Hall Building
Address	20195 Holyoke Avenue, Lakeville, MN
Proposed DC system size	55kW DC
Proposed AC system size	39.99kW AC
Module model	NE Solar 54THB-M10 Bifacial
Module wattage	440w
Number of modules	125
Warranty	30 years production
Inverter manufacturer	SolarEdge
Inverter model	SE 50kWUS (de-rated to 39.99kW)
Inverter Warranty	20 years
Optimizer model	SEC651U
Optimizer Warranty	25 years
Racking system	Iron Ridge BX Self-ballasted
Racking Warranty	25 years
Apadana Workmanship Warranty	10 years
Tilt	8.5 degrees
Estimated Year 1 production	68,892 kWh
Annual degradation assumption	0.5% annually
Total project cost	$159,500
Solar on Public Buildings grant	$111,650
Federal elective pay assumption	$47,850
Net cost to City	$0
Estimated 25-year Savings	$191,465

See Appendix for product spec sheets, cashflow analysis, and one-line diagram. Apadana will provide final equipment cut sheets, warranties, site layout, one-line diagram, and as-built drawings with the final post-construction package along with grant-support documentation.

Technical and Design Approach

During the site review, the City emphasized that preserving the exterior appearance of City Hall is an important project requirement. Apadana incorporated that direction into the design. The proposed electrical approach includes no exposed exterior conduit, with conductors routed through concealed interior pathways where practical and code-compliant.



City staff identified an existing three-foot crawl space that should allow conduit to be routed from the west side of the building, where the array is proposed, to the east side of the building, where the electrical meter is located. Final routing will be confirmed during detailed design and reviewed with the City before design approval to ensure the completed installation protects the public-facing character of City Hall while maintaining code compliance and system performance.



Apadana designed the City Hall solar PV system as a turnkey rooftop installation, subject to final structural review, roof verification, and electrical routing approval. The system will use NE Solar modules, commercial-grade inverter and optimizer equipment, and a rooftop racking system selected for the building's roof type, structural capacity, wind loading, snow loading, access requirements, and long-term maintenance needs.

Apadana's preferred approach is a low-slope, ballasted racking system where feasible. This approach eliminates roof penetrations, helps preserve roof integrity, limits disruption to the existing building, and provides flexibility during final layout coordination. The final racking plan will be reviewed by a Minnesota-licensed structural engineer and designed to comply with applicable roof loading requirements, including the RFP's ten-pounds-per-square-foot limit.

The array will be designed to minimize shading from rooftop obstructions while maintaining required fire setbacks, access pathways, service clearances, equipment access zones, and code-required roof pathways. All major electrical components will be UL listed and installed in compliance with applicable electrical, building, fire, and interconnection standards. The system will be designed for reliable operation in Minnesota climate conditions.

Interconnection, Permitting, and Code Compliance

Apadana will be responsible for the electrical design, permit applications, utility interconnection process, equipment procurement, installation, testing, commissioning, and closeout documentation required for the project.

The City is served by Xcel Energy, and Apadana will coordinate the required interconnection application, utility review, metering requirements, and permission-to-operate process. Apadana will also support the City with any utility documentation required for the Solar on Public Buildings grant application.

The project will be designed and installed in compliance with applicable National Electrical Code requirements, Minnesota State Building Code requirements, local permitting requirements, utility interconnection standards, and applicable fire access requirements. Because the expected project value will exceed $100,000, Apadana understands that building permit requirements may involve the Minnesota Department of Labor and Industry. Apadana will coordinate the appropriate permit pathway with the City and the authority having jurisdiction.

Demand Charge Savings Assumption

Lakeville City Hall is billed on an electric account that includes demand charges, and the RFP identifies average monthly demand of approximately 77.5 kW. The proposed solar PV system may reduce billed demand in months where the building's peak demand occurs during solar-producing hours.

For purposes of this 25-year cash flow analysis, Apadana has taken a conservative approach and has included minimum guaranteed demand charge savings in the base-case financial model.

The cash flow analysis therefore reflects energy savings as the primary quantified utility benefit. Any further reduction in demand charges would provide additional financial upside to the City beyond the base-case savings shown in this proposal. Apadana will support the City in reviewing actual utility bills after commissioning to evaluate realized energy savings and any observed demand charge impact.

25-Year Cash Flow Analysis and Cost Assumptions

Apadana has provided a 25-year cash flow analysis in an alternative pro forma format. The analysis identifies the cost and savings categories requested in the RFP and uses the snow loss, total loss, and utility escalation assumptions from the Solar on Public Buildings Cash Flow Template.

The 25-year pro forma includes the total project cost, Solar on Public Buildings grant assumption, federal elective pay assumption, net City cost, Year 1 production, annual

degradation, estimated energy savings, O&M assumptions, future costs associated with cell card replacement, extended inverter warranty coverage, recycling assumptions, and cumulative 25-year financial impact.

Apadana has incorporated long-term lifecycle costs into the project's financial analysis, including operations and maintenance, equipment warranty coverage, inverter warranty extension, and recycling assumptions for solar modules, optimizers, and inverters.

For purposes of the 25-year cash flow analysis, Apadana has included a conservative allowance for module and inverter recycling or end-of-life handling. Actual recycling cost will depend on the timing of replacement, the number of components requiring replacement, market conditions for PV recycling, manufacturer take-back programs, and recycling options available at the time service is required. Because the proposed system includes long-term manufacturer warranties and extended inverter warranty coverage, Apadana expects component replacement during the cash flow period to be limited. However, the recycling line item is included to reflect the City's full lifecycle ownership costs and to align with the Solar on Public Buildings cash flow requirements.

If a module, optimizer, inverter, or other covered system component ceases to function as intended during the warranty period, Apadana will coordinate the warranty claim and replacement process. Any equipment removed from service will be tracked and handled in accordance with applicable recycling and reporting requirements. **See attached Cash Flow pro forma.**

Solar on Public Buildings Grant Support

Apadana understands that the City's proposal, project selection, and final contract are connected to the Minnesota Department of Commerce Solar on Public Buildings grant process. If selected, Apadana will provide the City with the technical, financial, and compliance materials needed to support the grant application and subsequent project administration.

Apadana will provide the City with the required grant-support information by June 24, 2026. Apadana has helped public-sector customers pursue and receive Solar on Public Buildings grant funding by preparing and coordinating these materials. This experience reduces risk for the City because Apadana understands the timing, documentation, and compliance expectations associated with the program.

Public Education and Solar Monitoring Portal

Apadana will support the City of Lakeville in using the City Hall solar PV system as a public education tool. If the City elects to make system performance information available to the public, Apadana will provide software setup support, portal configuration guidance, monitoring access coordination, and staff training for a public-facing SolarEdge monitoring portal.

The portal can help residents, staff, elected officials, students, and visitors understand how the City Hall solar array is performing. Depending on the final monitoring configuration, it may display current production, historical production, cumulative energy generation, and environmental benefit equivalents.

This option gives Lakeville a simple way to communicate the benefits of the project after installation and showcase the City's investment in renewable energy. Physical display hardware, wall-mounted monitors, kiosks, cabling, or related building modifications are not included in the base proposal and would be provided by the City or added by separate written authorization.

Operations and Maintenance Plan

Apadana's operations and maintenance approach is designed for long-term reliability, simple owner oversight, remote monitoring, timely response to performance issues, and complete closeout documentation. The system will use commercial-grade components, clear safety labeling, remote production monitoring, and manufacturer-supported equipment to reduce maintenance complexity over the life of the project.

After commissioning, Apadana will provide the City of Lakeville with three complete O&M manuals. These manuals will include as-built drawings, the single-line diagram, equipment cut sheets, warranty documents, startup and shutdown procedures, monitoring instructions, safety procedures, maintenance recommendations, troubleshooting guidance, and service contact information.

The system will include remote monitoring for current and historical production, cumulative generation, inverter performance, system status, and production alerts. Apadana will assist with monitoring setup and provide training to designated City staff on normal operation, monitoring access, basic safety procedures, and shutdown protocol.

Apadana recommends annual system review, with additional service visits as needed if monitoring alerts, weather events, roof work, or production anomalies indicate that field inspection is warranted. Preventative maintenance may include review of monitoring data, modules, racking, inverter and optimizer performance, visible wiring, labeling, disconnects, safety signage, roof access clearances, and overall system performance.

The system is designed to require limited routine maintenance and to operate in Minnesota climate conditions, including cold temperatures, snow exposure, wind loading, freeze-thaw cycles, and seasonal production variation. Snow removal is not expected as part of normal operations unless requested by the City or required by an unusual safety or performance condition.

Apadana will coordinate warranty claims and replacement work for covered components, including support under the 10-year workmanship warranty, 25-year module warranty, 25-year optimizer warranty, and extended inverter warranty coverage. Apadana will also assist with recycling documentation for any module, optimizer, inverter, or related component removed

from service, including annual MPCA reporting support required under the grant program.



Warranties

Apadana understands that long-term functionality is critical to predictable energy output and financial value. Comprehensive warranty coverage protects the City against defects, underperformance, or equipment failure and supports the long-term reliability of the system.

Apadana's warranty package includes:

- **10-YEAR INSTALLATION WORKMANSHIP WARRANTY PROVIDED BY APADANA ENERGY**
- **25-YEAR MODULE WARRANTY**
- **25-YEAR OPTIMIZER WARRANTY**
- **EXTENDED INVERTER WARRANTY (20 YEAR) COVERAGE INCLUDED IN THE PROJECT**
- **25-YEAR MANUFACTURER WARRANTY COVERAGE FOR RACKING**
- **WARRANTY COORDINATION SUPPORT BY APADANA DURING THE WARRANTY PERIOD**

If equipment fails within the applicable manufacturer warranty, Apadana will coordinate the replacement process and assist the City with warranty documentation, replacement planning, and required recycling or disposal documentation.

This warranty package exceeds the RFP's minimum requirements and is intended to provide the City with long-term confidence in the system's operation.

References

Apadana has completed hundreds of similar-sized projects in the past five years and is happy to provide a list of similar projects completed within the last year. To support the City's evaluation, references will include commercial grid-connected solar PV systems along with contact information.

Reference 1

Project Name: Hopkins Water Treatment Plant
Customer: City of Hopkins
Location: 1401 Elmo Park Service Road Hopkins, MN 55305
Project Size: 59.4 kWDC (39.99 kWAC)
Year Completed: 2025
Project Cost: $140,000
Contact: Don Olson, Public Works Director, dolson@hopkinsmn.com, 952-548-6392
Description: Grid-tied ground mount solar array
Solar on Public Buildings Grant Support: Yes

Reference 2

Project Name: Brookview Golf Course Clubhouse and Center (see photo)
Customer: City of Golden Valley
Location: 316 Brookview Parkway
Project Size: 125 kWDC (114 kWAC)
Year Completed: 2026
Project Cost: $235,000
Contact: Ethan Kehrberg, Sustainability Specialist, 763-593-8083, ekehrberg@goldenvalleymn.gov
Description: Self-ballasted roof mount, grid-tied, Solar Edge inversion
Solar on Public Buildings Grant Support: No



Reference 3

Project Name: Fridley Public Works
Customer: City of Fridley
Location: 400 71st Ave NE Fridley, MN 55432
Project Size: 57.7 kWDC (39.99 kWAC)
Year Completed: 2025
Project Cost: $115,000
Contact: Rachel Workin, Environmental Planner, 763-572-3594
Description: Roof-mounted Solar, self-ballasted racking, Solar Edge inversion
Solar on Public Buildings Grant Support: Yes

Reference 4

Project Name: Mahtomedi Public Works
Customer: City of Mahtomedi
Location: 1250 Lincolntown Ave, Mahtomedi, MN 55115
Project Size: 59.7 kWDC (39.99 kWAC
Year Completed: 2025
Project Cost: $115,500
Contact: Bob Goebel, Public Works Director, bob.goebel@ci.mahtomedi.mn.us
Description: Roof-mounted Solar, self-ballasted racking, Solar Edge inversion
Solar on Public Buildings Grant Support: Yes

Reference 5

Project Name: Hutchinson Creekside Bagging Facility
Customer: City of Hutchinson
Location: 1500 Adams St., Hutchinson, MN 55350
Project Size: 52.8 kWDC (39.99 kWAC)
Year Completed: 2026
Project Cost: $134,640
Contact: Mike Stifter, Public Works Director, 320-234-4212, mstifter@hutchinsonmn.gov
Description: Roof-mounted Solar, pitched roof racking, Solar Edge inversion
Solar on Public Buildings Grant Support: Yes

Apadana has more references available upon request. We have completed projects in numerous other cities including Minneapolis, Richfield, Eden Prairie, Edina, Woodbury, as well as many tribal projects and church projects in the Twin Cities.

Project Management Plan

Apadana will assign a dedicated project manager to serve as the primary point of coordination for the City. The project manager will coordinate design, engineering, procurement, permitting, interconnection, construction scheduling, safety planning, commissioning, documentation, and closeout.

Apadana uses structured project management systems to track tasks, deadlines, procurement status, design revisions, field issues, and documentation. This approach gives public-sector customers a clear record of progress and helps ensure that grant deadlines and project milestones are not missed.

Upon notice of selection, Apadana will immediately begin final site review, document collection, utility coordination, and engineering. Apadana understands that technical and system information for the City's grant application must be provided by June 24, 2026. We will prioritize the grant-support package first so the City can submit a complete and competitive application to the Department of Commerce.

Construction Approach and Site Coordination

Lakeville City Hall is an active public facility, and Apadana will plan the work to minimize disruption to staff, visitors, and City operations. Construction sequencing will be coordinated with City representatives before mobilization. Apadana will establish defined staging areas, access routes, safety controls, roof access procedures, material handling plans, and communication protocols before field work begins.

Most rooftop installation activity will occur above occupied areas, so Apadana will take care to manage noise, access, safety, and daily cleanup. Any planned electrical shutdowns or service interruptions will be coordinated in advance with City staff and scheduled to minimize operational impact.

Apadana's installation team will follow applicable OSHA requirements, fall protection requirements, electrical safety procedures, and site-specific safety rules.

Roof Protection and Structural Review

Protecting the City Hall roof is a core part of Apadana's project approach. Before final design and construction, Apadana will review available roof information, confirm roof conditions in the field, coordinate with the City regarding any active roof warranty requirements, and obtain structural review from a Minnesota-licensed professional engineer.

The final design will account for roof load capacity, ballast requirements, wind uplift, snow loading, drainage paths, existing rooftop equipment, roof access, and maintenance clearances.

Apadana's experience on public-building projects has shown that rooftop solar success depends on both energy performance and roof stewardship. We will not proceed with a final rooftop layout until the structural assumptions, access conditions, and mounting approach are confirmed. If rooftop conditions limit the ideal array size or require modifications, Apadana will notify the City promptly and provide practical options, including adjusted layout, reduced system size, alternate racking, or, if needed, evaluation of a ground-mounted alternative on adjacent City property.

Prevailing Wage and Compliance

Apadana understands that the project is subject to Minnesota prevailing wage requirements. Apadana will comply with applicable prevailing wage laws and will ensure that contractors and subcontractors pay required wages and benefits for work performed under the contract. Apadana will assist the City with certified payroll documentation and any required labor reporting associated with the project. Apadana will also comply with applicable contractor affidavit requirements, withholding tax requirements, permit requirements, safety requirements, and grant documentation requirements. Our team has experience working under public-sector documentation standards and understands the importance of complete, organized, and timely compliance records.

Project Schedule

Apadana Energy understands that the City of Lakeville's solar project schedule is driven by the Minnesota Department of Commerce Solar on Public Buildings grant process, and we are prepared to meet the deadlines required for a complete and timely grant application. If selected, Apadana will immediately prioritize the technical, financial, and compliance documentation needed by the City, including final system sizing, estimated Year 1 production, production modeling, equipment information, site plan, one-line diagram, project budget, 25-year cash flow analysis, payment milestone schedule, permitting and interconnection narrative, prevailing wage assurance, and MPCA recycling documentation. Apadana will provide the required grant-support materials by June 24, 2026, or earlier if final system assumptions are confirmed before that date.

Following grant award and contract execution, Apadana will advance the project through final site verification, engineering, permitting, Xcel Energy interconnection, procurement, construction, commissioning, and closeout. All system components will be ordered or otherwise secured within the Solar on Public Buildings milestone window, interconnection paperwork will be filed within the required timeframe, and the project will be installed, commissioned, and documented within the grant completion period. Apadana will also provide all required closeout materials, including O&M manuals, warranties, monitoring access, as-built documentation, and annual production reporting support after commissioning.

Financial Strength and Stability

Apadana will provide financial documentation as a confidential appendix to this proposal. This information is intended to demonstrate the company's financial strength, stability, and capacity to successfully complete the project. This information should be treated as confidential financial information and not disclosed except as required by applicable law. See attached documentation. This proposal shall remain valid for 60 days after the proposal due date.

Licenses, Certifications, and Qualifications

Apadana Energy holds the licenses and qualifications required to perform commercial solar design, construction, electrical installation, and project delivery in Minnesota. Apadana's project team includes experienced solar professionals, licensed electricians, NABCEP-certified personnel, and professional engineering support for electrical, structural, and related design requirements. For the Lakeville City Hall project, Apadana will provide or coordinate the required professional engineering review, including electrical and structural review, to confirm that the final design complies with applicable codes, utility requirements, roof loading requirements, and the City's project standards.

These licenses and qualifications support Apadana's ability to deliver a complete turnkey solar PV project, including design, engineering coordination, permitting, procurement, interconnection, installation, commissioning, monitoring setup, warranty support, and long-term service.

- **CERTIFIED MINORITY BUSINESS ENTERPRISE (MBE) UNDER CERT**
- **CERTIFIED SMALL BUSINESS ENTERPRISE (SBE) UNDER CERT**
- **MINNESOTA RESIDENTIAL BUILDING CONTRACTOR LICENSE NO. BC752078**
- **MINNESOTA CLASS A ELECTRICAL CONTRACTOR LICENSE NO. EA727018**
- **MULTIPLE ENGINEERS ON STAFF HOLDING MINNESOTA PROFESSIONAL ENGINEERING (PE) REGISTRATIONS FOR PHOTOVOLTAIC/ELECTRICAL, STRUCTURAL, AND CIVIL WORK**
- **NABCEP CERTIFICATION NO. PVA-072722-014495**
- **OSHA FALL PROTECTION AND SAFETY COURSE CERTIFICATIONS**
- **CERTIFIED MASTER BLACK BELT IN LEAN SIX SIGMA THROUGH CLOE AND PIVOTAL**
- **PROJECT MANAGEMENT PROFESSIONAL (PMP) CERTIFICATION THROUGH PMI**

Payment Schedule and Closing Statement

Apadana Energy appreciates the opportunity to submit this proposal to the City of Lakeville. We understand the importance of delivering a solar project that is technically sound, financially responsible, grant-ready, and respectful of the City Hall building as a public-facing civic facility. Our proposal is designed to provide the City with a reliable direct-purchase solar system, strong warranty protection, experienced public-sector project execution, Solar on Public Buildings grant support, extended payment flexibility, and long-term service after commissioning.

For payment schedule, we generally require 10 percent down payment upon contract signing (this needs to be received prior to July 2 since our office is closed July 3.) After that there is a progress payment (55 percent), final construction payment (30 percent) and final payment when the system is powered on (5 percent).

For this project, we'd welcome 10 percent down payment upon signing, 20 percent progress payment (purchase materials), and the remaining 70 percent due within 30 days of powering the system on. That way, the city will only need to float the direct pay from the ITC, not the amount of the grant from the state of Minnesota.

We believe Apadana is well positioned to deliver this project successfully because our team understands the practical requirements of municipal solar work: careful coordination with staff, protection of existing roofs and facilities, utility interconnection, prevailing wage compliance, clear documentation, responsive service, and timely support through grant administration and closeout. If selected, Apadana will work closely with the City from final design through commissioning and annual reporting to ensure the Lakeville City Hall solar project provides lasting value for the community.

Apadana looks forward to the opportunity to partner with the City of Lakeville on a successful renewable energy project that reduces long-term energy costs, supports the City's sustainability goals, and serves as a visible example of responsible public investment.

Sincerely,



Lev Buslovich, President, Apadana Energy

apadana ENERGY
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Prepared for Lakeville City Hall
20195 Holyoke Ave, Lakeville, MN 55044

Proposal ID Rev 1 (CASH)
Pricing expires 7/10/2026

INVESTMENT		SYSTEM	
Total Project Cost	$159,501	Utility	Xcel Energy
Installed Cost ($/Wdc)	$2.90	Starting Cost of Electricity	$0.0702
Project Payback (Years)	<1	System Capacity (kW DC)	55.00
Internal Rate of Return (IRR)	717484.0%	Number of Modules	125
		Current Customer Usage (kWh/yr)	287,675
Total Net Savings (30 yr life)	**$253,325**	Portion to be offset by solar	24%

Year	Solar Production [kWh]⁰	Revenue			Tax Benefits †			Cost & Operating Expense ‡	Cash Flow	
		Production*	Demand**	Incentives***	Investment Tax Credit (30%)	Federal Depreciation	State Depreciation		Annual	Cumulative
0				$111,650	$47,850			($159,501)	($1)	**($1)**
1	68,892	$4,836	$186						$5,022	**$5,022**
2	68,548	$5,005	$189						$5,193	**$10,215**
3	68,205	$5,179	$192						$5,370	**$15,586**
4	67,864	$5,359	$195						$5,554	**$21,139**
5	67,524	$5,545	$198						$5,743	**$26,882**
6	67,187	$5,738	$201					($500)	$5,439	**$32,321**
7	66,851	$5,938	$204						$6,142	**$38,463**
8	66,517	$6,145	$207						$6,351	**$44,814**
9	66,184	$6,359	$210						$6,568	**$51,382**
10	65,853	$6,580	$213						$6,793	**$58,175**
11	65,524	$6,809	$216					($500)	$6,525	**$64,700**
12	65,196	$7,046	$219						$7,265	**$71,965**
13	64,870	$7,291	$223						$7,513	**$79,478**
14	64,546	$7,545	$226						$7,771	**$87,249**
15	64,223	$7,807	$229						$8,036	**$95,285**
16	63,902	$8,079	$233					($500)	$7,812	**$103,097**
17	63,583	$8,360	$236						$8,596	**$111,693**
18	63,265	$8,651	$240						$8,891	**$120,584**
19	62,948	$8,952	$243						$9,195	**$129,779**
20	62,634	$9,264	$247						$9,511	**$139,290**
21	62,320	$9,586	$251					($500)	$9,337	**$148,626**
22	62,009	$9,920	$254						$10,174	**$158,800**
23	61,699	$10,265	$258						$10,523	**$169,323**
24	61,390	$10,622	$262						$10,884	**$180,207**
25	61,083	$10,992	$266						$11,258	**$191,465**
26	60,778	$11,374	$270					($500)	$11,144	**$202,609**
27	60,474	$11,770	$274						$12,044	**$214,653**
28	60,172	$12,179	$278						$12,458	**$227,111**
29	59,871	$12,603	$282						$12,886	**$239,997**
30	59,571	$13,042	$287						$13,329	**$253,325**
Total	**1,923,682**	**$367,476**			**$47,850**			**($162,001)**	**$253,325**	

ASSUMPTIONS		NOTES
		NOTE: Actual future performance, values, and returns for each specific solar installation cannot be guaranteed.
Module degredation	0.50%	Annual degradation based on Apadana and industry data. Annual degradation 0.5%.
* Rate escalation	4.00%	* Calculated using current utility rates for your customer class, extrapolated forward at an estimated annual rate escalation.
** Demand savings	7.80%	** Based on analysis of data from a broad mix of actual, operating installations
		*** Incentives based on current utility programs, includes Xcel PV Demand Credit Rider calculated to be $0.03/kWh
† Fed. & state tax rate	N/A	† Employs modified accellerated depreciation, customer should consult a tax advisor, bonus depreciation may be available.
		‡ Includes cell card replacements (avoidable w/ internet access) and intverter replacement at estimated (extended warranty available)

Numbers above are estimates based on industry standards using 44-year average of meteorlogical data. Actual numbers may vary. Consult with your tax advisor or CPA to confirm all tax estimates presented here.
ITC percent above is based on information provided by the IRA legislation at the time of proposal or our best judgement given available information. Ongoing Federal ITC updates may alter the ITC. Client should consult their tax advisor to ensure the accuracy of their ITC percentage.

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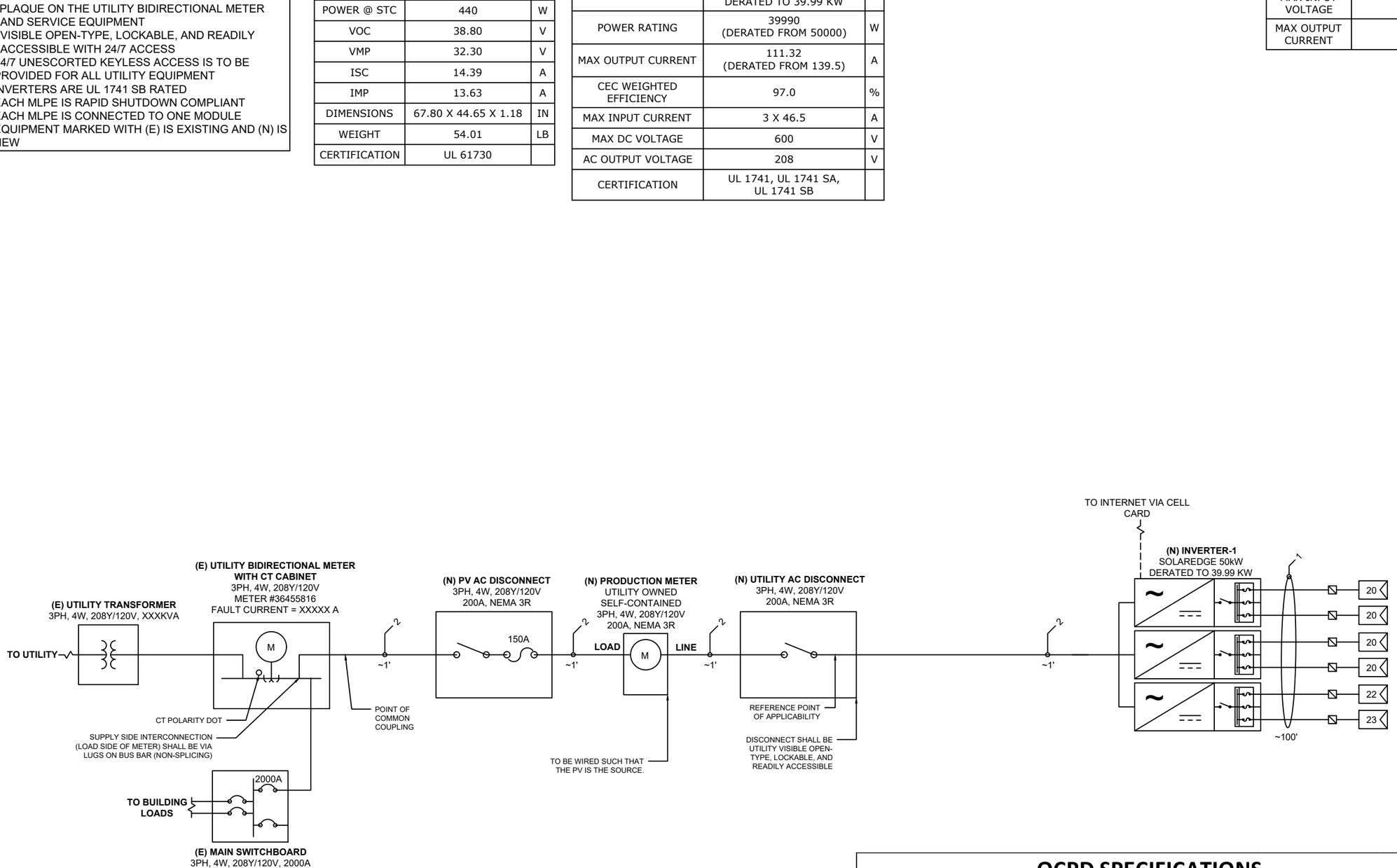
NOTES:

1. PRODUCTION METER & UTILITY AC DISCONNECT ARE
   - LOCATED WITHIN 10' OF UTILITY BIDIRECTIONAL METER & LOCATED WITH THE EQUIPMENT LAYOUT PLAQUE ON THE UTILITY BIDIRECTIONAL METER AND SERVICE EQUIPMENT
   - VISIBLE OPEN-TYPE, LOCKABLE, AND READILY ACCESSIBLE WITH 24/7 ACCESS
2. 24/7 UNESCORTED KEYLESS ACCESS IS TO BE PROVIDED FOR ALL UTILITY EQUIPMENT
3. INVERTERS ARE UL 1741 SB RATED
4. EACH MLPE IS RAPID SHUTDOWN COMPLIANT
5. EACH MLPE IS CONNECTED TO ONE MODULE
6. EQUIPMENT MARKED WITH (E) IS EXISTING AND (N) IS NEW

MODULE SPECIFICATION		
MODEL	NE SOLAR NESE 440-54THB-M10	
POWER @ STC	440	W
VOC	38.80	V
VMP	32.30	V
ISC	14.39	A
IMP	13.63	A
DIMENSIONS	67.80 X 44.65 X 1.18	IN
WEIGHT	54.01	LB
CERTIFICATION	UL 61730	

INVERTER SPECIFICATION		
MODEL	SOLAREDGE 50kW SE50KUS(208V,3PH) DERATED TO 39.99 KW	
POWER RATING	39990 (DERATED FROM 50000)	W
MAX OUTPUT CURRENT	111.32 (DERATED FROM 139.5)	A
CEC WEIGHTED EFFICIENCY	97.0	%
MAX INPUT CURRENT	3 X 46.5	A
MAX DC VOLTAGE	600	V
AC OUTPUT VOLTAGE	208	V
CERTIFICATION	UL 1741, UL 1741 SA, UL 1741 SB	

MLPE CHARACTERISTICS		
MODEL	SOLAREDGE C651U	
MAX INPUT VOLTAGE	80	VDC
MAX OUTPUT CURRENT	24	ADC



OCPD SPECIFICATIONS		
Main Panel Rating	2000	A
Main Breaker Rating	2000	A
Interconnection Type	Supply Side	
Allowable Backfeed	2000	A
Min. Inverter Overcurrent Protection	139.2	A
PV OCPD Size	150	A

LAKEVILLE CITY HALL

SYSTEM INFORMATION:

DC SYSTEM SIZE: 55.00 kW
AC SYSTEM SIZE: 39.99 kW
DC/AC RATIO: 1.38
TILT: 8.4°
AZIMUTH: 180°

(125) NE SOLAR 440W (DOM)
NESE 440-54THB-M10

(1) SOLAREDGE 50KW (DOM)
SE50KUS (208V, 3PH)
DERATED TO 39.99 KW

(125) SOLAREDGE C651U OPTIMIZERS

IRONRIDGE BX RACKING

SITE INFORMATION:

ADDRESS: 20195 HOLYOKE AVE
LAKEVILLE, MN 55044
AHJ: MN-CITY OF LAKEVILLE
UTILITY: XCEL ENERGY
CASE NUMBER: 0XXXXXX
APADANA JOB NUMBER:

REVISIONS

#	DESCRIPTION	DES	CHK	DATE
1	PERMIT PLAN	CH		6/8/26
2				
3				
4				
5				
6				
7				

apadana ENGINEERING

APADANA ENGINEERING
3401 NEVADA AVE N
NEW HOPE, MN 55427
612-803-9000
SOLAR@APADANATECHNOLOGY.COM

ENGINEER OF RECORD:

NOT FOR CONSTRUCTION

DRAWING TITLE:

ONELINE

SCALE:

NTS

SHEET:

E1

Enhance PVWatts® with features tailored to your specific needs!
We collaborate with companies, universities, and organizations to privately fund new capabilities or analyses.
Your investment drives innovation while benefiting the broader energy community.
Email PVWatts@nlr.gov to learn more.

NATIONAL LABORATORY OF THE ROCKIES

Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NLR and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at //sam.nlr.gov) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NLR report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Lab of the Rockies ("NLR"), which is operated by the Alliance for Energy Innovation, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

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The energy output range is based on analysis of 30 years of historical weather data, and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

RESULTS

68,892 kWh/Year*

System output may range from 65,392 to 70,462 kWh per year near this location.

Month	Solar Radiation (kWh / m^2 / day)	AC Energy (kWh)
January	1.65	2,542
February	2.72	3,807
March	4.02	5,911
April	4.60	6,231
May	5.81	7,802
June	6.64	8,479
July	7.12	9,282
August	5.86	7,748
September	4.80	6,246
October	3.57	5,039
November	2.12	3,015
December	1.84	2,791
Annual	4.23	68,893

Location and Station Identification

Requested Location	20195 Holyoke Ave Lakeville
Solar Resource Data Location	NSRDB Lat/Lng: 44.65, -93.26
Latitude	44.65° N
Longitude	93.26° W

PV System Specifications

DC System Size	55 kW
Module Type	Standard
Array Type	Fixed (open rack)
System Losses	14.08%
Array Tilt	8.5°
Array Azimuth	180°
DC to AC Size Ratio	1.375
Inverter Efficiency	97.5%
Ground Coverage Ratio	0.4
Albedo	*From weather file*
Bifacial	Yes (0.7)

Monthly Irradiance Loss	Jan	Feb	Mar	Apr	May	June
	50%	35%	20%	15%	0%	0%
	July	Aug	Sept	Oct	Nov	Dec
	0%	0%	0%	0%	5%	15%

Performance Metrics

DC Capacity Factor	14.3%

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible

For North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

INVERTER



12-20 YEAR WARRANTY

Made in the USA from imported parts

SOLAREDGE'S USA-MANUFACTURED OFFERING FOR C&I ROOFTOPS AND CARPORTS

- Eligible for domestic content*: SolarEdge USA-manufactured inverters, when paired with certain SolarEdge USA-manufactured power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy two-person installation with lightweight, modular design (each inverter consists of two or three Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring, ensuring enhanced protection and safety
- Built-in arc fault protection and rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored** and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

* For more details, see Eligibility for Domestic Content on the last page.

** Applicable only for DC and AC SPDs.

/ Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers	SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number	**SE80KUS**	**SE50KUS**	**SE100KUS**	**SE110KUS**	**SE120KUS**	**UNITS**
OUTPUT						
Total Rated AC Output Capacity	80,000	120,000				W
Rated AC Active Output Power	80,000	50,000	100,000	110,000	120,000	W
Maximum AC Apparent Output Power	80,000	50,000	100,000	120,000	120,000	VA
AC Output Line Connections	3W + PE, 4W + PE					
Supported Grids	WYE: TN-C; TN-S; TN-C-S; TT, IT; Delta: IT					
AC Output Voltage Minimum-Nominal-Maximum[1] (L-N)	244 – 277 – 305	105 – 120 – 132.5	244 – 277 – 305			Vac
AC Output Voltage Minimum-Nominal-Maximum[1] (L-L)	422.5 – 480 – 529	183 – 208 – 229	422.5 – 480 – 529			Vac
AC Frequency Minimum-Nominal-Maximum[1]	59.5 – 60 – 60.5					Hz
Maximum Continuous Output Current (per phase, PF=1)	96.5	139.5	120	144.3		Aac
GFDI Threshold	1					A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes					
Total Harmonic Distortion	≤ 3					%
Power Factor Range	±0.85 to 1					
INPUT[2]						
Maximum DC Power (Module STC) Inverter / Synergy Unit	140,000 / 70,000	87,500 / 29,165	175,000 / 58,300	210,000 / 70,000		W
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage DC+ to DC-	1000	600	1000			Vdc
Operating Voltage Range	850 – 1000	370 – 600	850 – 1000			Vdc
Maximum Input Current	2 x 48.25	3 x 46.5	3 x 40	3 x 48.25		Adc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit[3]					
CEC Weighted Efficiency	98.5	97	98.5			%
Nighttime Power Consumption	< 8	< 12				W
ADDITIONAL FEATURES						
Supported Communication Interfaces[4]	2 x RS485; Ethernet; Wi-Fi (optional); Cellular (optional)					
Smart Energy Management	Export Limitation					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection					
Arc Fault Protection	Built-in, user configurable (according to UL 1699B)					
Photovoltaic Rapid Shutdown System	NEC 2014 – 2023, built-in, if paired with C651U					
PID Rectifier	Nighttime, built-in					
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated					
AC, DC Surge Protection	Type II, field replaceable, integrated					
DC SAFETY SWITCH						
DC Disconnect	Built-in					
STANDARD COMPLIANCE						
Safety	UL 1699B; UL 1741; UL 1741 SA; UL 1741 SB; UL 1998; CSA C22.2#107.1; Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)					
Emissions	FCC Part 15 Class A					

(1) For other regional settings please contact SolarEdge support.
(2) For compatibility of inverters and power optimizers, see this technical note.
(3) Where permitted by local regulations.
(4) For specifications of the optional communication options, visit the Communication product page or the Knowledge Center to download the relevant product datasheet.

Three Phase Inverter with Synergy Technology

USA Domestic Content Eligible for North America

SE50KUS / SE80KUS / SE100KUS / SE110KUS / SE120KUS

Applicable to inverters with part numbers		SE-DBL-USxxIBNxx	SE-TRI-USxxIBNxx				
Model Number		SE80KUS	SE50KUS	SE100KUS	SE110KUS	SE120KUS	UNITS
INSTALLATION SPECIFICATIONS							
Number of Synergy Units per Inverter		2	3				
AC Maximum Conduit Size		2 ½"					in
AC Maximum Conductor Size Line / PE		4/0 AWG / 1/0 AWG					
DC Maximum Conduit Size		1 x 3"; 2 x 2"					in
Inverter Unit / Synergy Manager	Multi-input (fuse-less)[5] (SE-xxx-USxxIxxSx)	6 / 3 pairs; 6 – 12 AWG	9 / 3 pairs; 6 – 12 AWG				
	Combined input (fuse-less) (SE-xxx-USxxIxxWx)	N/A	3 pairs / 1 pair, 2 – 4 AWG; copper or aluminum				
Dimensions (H x W x D)		Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295					in / mm
Weight		Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18					lb / kg
Operating Temperature Range		-40 to +140 / -40 to +60[6]					˚F / ˚C
Cooling		Fan (user replaceable)					
Noise		< 67					dBA
Protection Rating		NEMA 3R					
Mounting		Brackets provided					

(5) Fusing is not included with the multi-input version of the Synergy Manager.
(6) For power derating information, see the Temperature Derating technical note for North America.

*Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.



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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

solaredge

Commercial Power Optimizer

USA Domestic Content Eligible

C651U

POWER OPTIMIZER



Made in the USA
from imported parts

SolarEdge's USA-manufactured offering for C&I projects, for power optimization at the module level

- **Eligible for Domestic Content***
  - SolarEdge USA-manufactured power optimizers, when paired with certain SolarEdge USA-manufactured inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- **Higher Energy Yields**
  - Generates maximum power from each PV module
  - High efficiency (99.5%)
  - Supports high power and bifacial PV modules, including G12 modules
- **Enhanced Monitoring and Visibility**
  - Maximum system visibility up to the individual module level
  - Pinpointed fault detection and remote troubleshooting
- **Maximum Protection with Built-in Safety**
  - Designed to automatically reduce high DC voltage to touch-safe levels, upon grid/inverter shutdown, with SafeDC™
  - Includes SolarEdge Sense Connect, designed to prevent arcs by monitoring Power Optimizer connectors for overheating
  - Certified to Photovoltaic Rapid Shutdown, according to NEC 2014 – 2023

* For more information, refer to the last page of this document

/ Power Optimizer

USA Domestic Content Eligible for North America

C651U

Power Optimizer Model	C651U	
INPUT		
Rated Input DC Power[1]	650	W
Absolute Maximum Input Voltage (Voc)	80	Vdc
MPPT Operating Range	12.5 – 80	Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module[2]	20	Adc
Maximum Adjusted Short Circuit Current (with Safety Factor)[3]	25	Adc
Maximum Efficiency	99.5	%
Weighted Efficiency	98.8	%
Overvoltage Category	II	
OUTPUT DURING OPERATION		
Maximum Output Power	650	Wdc
Maximum Output Current	24	Adc
Maximum Output Voltage	60	Vdc
SAFETY FEATURES		
SafeDC™	Yes	
Safety Output Voltage per Power Optimizer	0.5 ± 0.075	Vdc
Sense Connect	Yes	
Photovoltaic Rapid Shutdown System	Yes, NEC 2014 – 2023	
STANDARD COMPLIANCE		
EMC	FCC Part 15; IEC 61000-6-2; IEC 61000-6-3	
Safety	IEC62109-1 (class II safety); UL 1741; UL 3741; CSA C22.2#107.1	
Material	UL94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
INSTALLATION SPECIFICATIONS		
Compatible SolarEdge Inverters[4]	Commercial Three Phase Inverters with one of the following part number structures: xSE-SIN-USxxIxxxx SE-DBL-USxxIxxxx SE-TRI-USxxIxxxx	
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	128 x 155 x 52 / 5.03 x 6.10 x 2.05	mm / in
Weight	1080 / 2.38	gr / lb
Input Connector	MC4[5]	
Input Wire Length	(+) 1.4, (-) 1.4 / (+) 4.59, (-) 4.59[6]	m / ft
Output Connector	MC4	
Output Wire Length	(+) 3.0 (-) 0.10 / (+) 9.84, (-) 0.32	m / ft
Operating Temperature Range[7]	-40 to +85 / -40 to +185	˚C / ˚F
Protection Rating	IP68 / NEMA6P	
Relative Humidity	0 – 100	%

(1) Modules with a front side maximum power of up to 715W at STC are allowed. Up to +5% power tolerance is allowed.
(2) When using bifacial modules, consider only the front side Isc at STC (0% back side gain). For details, see here.
(3) Adjusted for ambient temperature, irradiance, bifacial gain, safety factor, and so on, in accordance with NEC and CSA.
(4) For detailed inverter compatibility information, see here.
(5) For other connector types please contact SolarEdge.
(6) The Sense Connect feature is only enabled on the output wire connectors. For details, see here.
(7) For ambient temperatures above +65°C / +149°F, power derating is applied. For details, see here.

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/ Power Optimizer

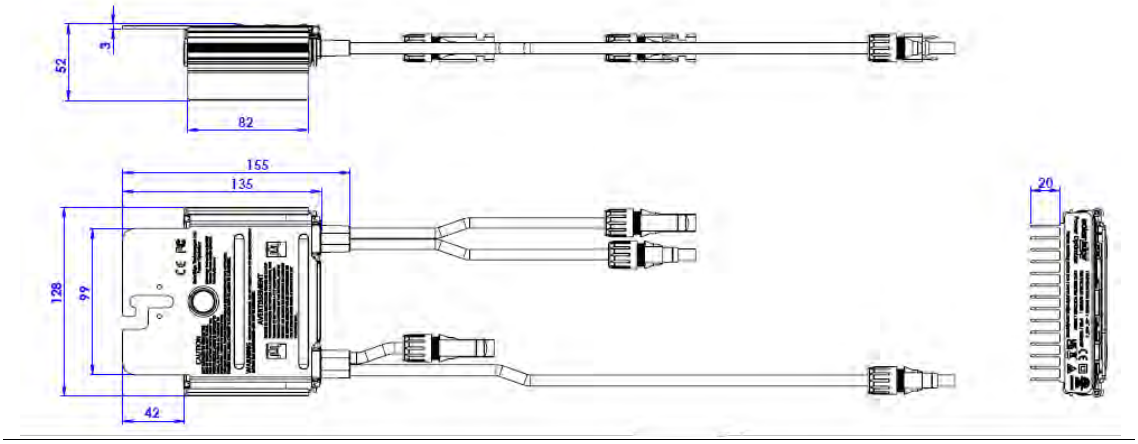
USA Domestic Content Eligible for North America

C651U

PV System Design Using a SolarEdge Inverter[8]		208V Grid SE10K	208V Grid SE17.3K*	277/480V Grid SE30K, SE33.3K*	277/480V Grid SE40K*	
Compatible Power Optimizers		C651U				
Minimum String Length	Power Optimizers	13	13	18	18	
	PV Modules	13	13	18	18	
Maximum String Length	Power Optimizers	57	57	57	57	
	PV Modules	57	57	57	57	
Maximum Continuous Power per String		10,000	9600	20,400	20,400	W
Maximum Allowed Connected Power per String[9]		1 string or more – 15,000	1 string – 11,400	1 string – 22,650	1 string – 22,650	W
			2 strings or more – 15,600	2 strings or more – 30,400	2 strings or more – 30,400	
Parallel Strings of Different Lengths or Orientations		Yes				
Maximum Difference in Number of Power Optimizers Allowed Between the Shortest and Longest String Connected to the Same Inverter Unit		5 Power Optimizers				

*The same rules apply for Synergy units of equivalent power ratings, that are part of the modular Synergy Technology inverter.
(8) C651U cannot be mixed with any other Power Optimizer models in the same string.
(9) To connect more STC power per string, design your project using SolarEdge Designer.

C651U Mechanical Drawing



Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the **"Rooftop (MLPE)"** category (under IRS **Notices 2024-41 and 2025-08, depending on the PN used – see chart below**). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USE-SIN-USR0IBNS**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USE-SIN-USR0IBNS**8**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

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NE SOLAR TIER 1 Bloomberg

NESE 435-54THB-M10

16BB HALF-CELL N-TYPE TOPCON BIFACIAL DOUBLE GLASS MONOCRYSTALLINE PV MOUDLE



KEY FEATURES

High efficiency TOPCon
A high efficiency 182 (M10) N-Type TOPCon solar cell with 16 busbars technology to ensure the efficiency of the solar module up to 22.28% and stable opera-tion.

Bifacial power generation
Increases 10-30% power generation revenue.

Wind/Snow load
Wind load 2400 pa, snow load 5400 pa.

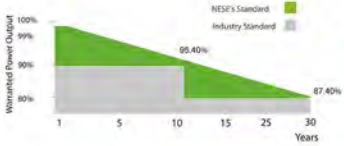
Pid free
Excellent Anti-PID performance, minimized the degra-dation of power.

Excellent performance with weak light
More power output with a weak light condition-through advanced glass and solar cells.

Resistance of extreme environment conditions
High salt mist and ammonia resistance certified by tuv.

LINEAR PERFORMANCE WARRANTY

12 YEARS PRODUCT WARRANTY. 30 YEARS LINEAR POWER WARRANTY.



MANAGEMENT SYSTEM CERTIFICATES

ISO 9001/ISO 14001/ISO 45001

SA 8000/ISO 50001/ISO 37001

PRODUCT CERTIFICATES

IEC 61215/IEC 61730:VDE/CE/CEC AU

UL 61730: CSA

IEC 61701/IEC 62716/IEC 62804

EVIRONMENT CERTIFICATES

ISO 14064/ISO 14067

INSURED BY

Munich RE CHUBB

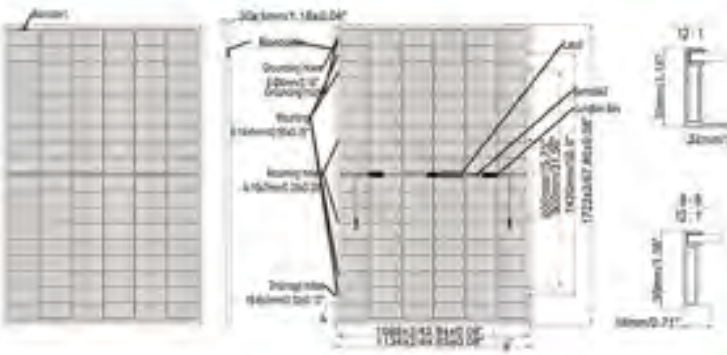
KAWASAN BINTANG INDUSTRI II LOT C/805 DAN C/806, TANJUNG UNCANG, BATU AJI, KOTA BATAM, KEPULAUAN RIAU, INDONESIA
PHUM TANOUN, SANGKAT KOMBOUL, KHAN POSENCHEY, PHNOM PENH, KINGDOM OF CAMBODIA
3225 S. CRISMON ROAD MESA, AZ 85212 , USA
WWW.NESOLAR.COM.KH

SPECIFICATIONS

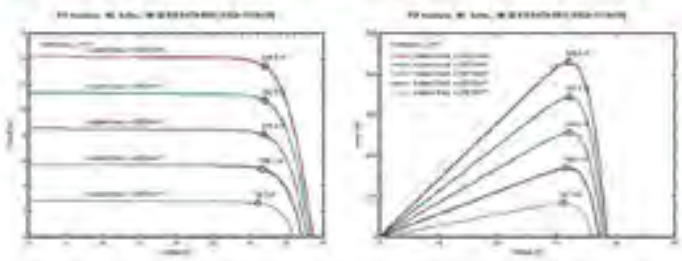
Module type	NESE 415-54THB-M10		NESE 420-54THB-M10		NESE 425-54THB-M10		NESE 430-54THB-M10		NESE 435-54THB-M10	
	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)
Maximum power (Pmax)	415Wp	313Wp	420Wp	317Wp	425Wp	320Wp	430Wp	325Wp	435Wp	329Wp
Maximum power voltage (Vmp)	31.3V	29.4V	31.5V	29.6V	31.7V	29.8V	31.9V	30.0V	32.1V	30.2V
Maximum power current (Imp)	13.26A	10.64A	13.34A	10.70A	13.41A	10.76A	13.48A	10.82A	13.55A	10.88A
Open-circuit voltage (Voc)	37.8V	35.7V	38.0V	35.9V	38.2V	36.0V	38.4V	36.2V	38.6V	36.4V
Short-circuit current (Isc)	14.04A	11.33A	14.11A	11.39A	14.18A	11.44A	14.25A	11.50A	14.32A	11.56A
Module efficiency stc (%)	21.25%		21.51%		21.76%		22.02%		22.28%	
Operating temperature(℃)	-40℃ ~ 85℃									

ELECTRICAL CHARACTERISTICS AT BNPI(BSI)					
Front power Pmax/W	415	420	425	430	435
Total power Pmax/W	460 (515)	465 (521)	471 (527)	476 (533)	482 (539)
Vmp/V(Total)	31.3 (31.4)	31.5 (31.6)	31.7 (31.8)	31.9 (32.0)	32.1 (32.2)
Imp/A(Total)	14.69 (16.44)	14.78 (16.54)	14.86 (16.63)	14.94 (16.72)	15.01 (16.80)
Voc/V(Total)	37.8 (37.9)	38.0 (38.1)	38.2 (38.3)	38.4 (38.5)	38.6 (38.7)
Isc/A(Total)	15.56 (17.41)	15.63 (17.50)	15.71 (17.58)	15.79 (17.67)	15.87 (17.76)

ENGINEERING DRAWING



IV CURVES OF THE PV MODULES



Electrical performance vs Incident Irradiance Current-voltage & power-voltage curves (430W)

TEMPERATURE RATINGS

NOCT	44±2℃
Temperature coefficients of Pmax	-0.30%/℃
Temperature coefficients of Voc	-0.25%/℃
Temperature coefficients of Isc	+0.046%/℃
Refer. Bifacial Factor	80±10%

MATERIAL CHARACTERISTICS

Number of cell	108 (6*18)
Dimensions	1722*1134*30mm 67.80"*44.65"*1.18"
Weight	24.5+/-1.0kg 50.01+/-2.21lb
Front glass	2.0mm+2.0mm heat strengthened glass
Frame	Anodized aluminium alloy
Junction box	Ip68 3 diodes
Cables	Length: 350mm/13.78" or Customized, 12 AWG
Connectors	MC4-Compatible
Module Fire Performance	Type 29/Class C

WORKING CONDITIONS

Maximum system voltage	1000/1500 VDC
Maximum series fuse rating	30A

PACKAGING CONFIGURATION

40HQ	936PCS
Pallet Dimension	1740*1120*1271mm 68.50"*44.09"*50.04"
Pallets in one Container	26Pallets
Modules in one Pallet	36Pcs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 4647 KAISER ZACHARY VICKMAN FEDERATED MUTUAL INSURANCE COMPANY AND ITS AFFILIATES INCLUDING PRIMARY SOURCE INSURANCE AGENCY 121 E. PARK SQUARE OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED APADANA L.L.C., APADANA ENERGY LLC, 3401 NEVADA LLC, APADANA SOLAR TECHNOLOGIES, AGORA SUPPLY, LLC, APADANA CONSTRUCTION LLC, APADANA ENGINEERING LLC 3401 NEVADA AVE N MINNEAPOLIS, MN 55427-2159	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: COLONY INSURANCE CO — 39993 INSURER C: NAVIGATORS SPECIALTY INSURANCE COMPANY — 36056 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 6**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	1840524	09/14/2025	09/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1840524	09/14/2025	09/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1840526	09/14/2025	09/14/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1840525	09/14/2025	09/14/2026	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	CONTRACTORS POLLUTION LIAB AND PROFESSIONAL LIAB	N	Y	CPLUS4287225	09/14/2025	09/14/2026	EACH LIMIT AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS. 06

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Zoeller

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REQUEST FOR PROPOSALS
Solar Installation on Lakeville
City Hall Building

Date of Issue:	05/28/2026
Proposal Due Date:	06/09/2026

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CITY OF LAKEVILLE
REQUEST FOR PROPOSALS

I. OBJECTIVE

The City of Lakeville, hereinafter referred to as "the City" is soliciting competitive sealed proposals from qualified contractors to design, build, and maintain a solar installation on City property and provide power to City facilities.

The City is open to receiving proposals to either directly purchase a solar array or enter into a Power Purchase Agreement (PPA) with a third-party owner. The City is also willing to review other financing and ownership models, including a prepaid PPA. The City wishes not to exceed $159,500 in total project cost in total project cost, to maximize leveraging the funding from the Minnesota Department of Commerce (hereinafter referred to as "the Department"). This not to exceed amount is based on the Department's maximum allowable grant formula established in the Minnesota Solar on Public Buildings Program Request for Proposal.

Responses shall be submitted no later than **4:00 p.m. on Tuesday, June 9, 2026**. Late responses will not be considered.

II. OVERVIEW

The City is seeking proposals from interested firms that are capable of designing, engineering, installing, and maintaining a solar photovoltaic (PV) project at the City Hall Building. If the City Hall building is deemed unsuitable for rooftop solar, the City is open to bids that instead include ground mounted solar on adjacent land, if needed.

The local government will be responsible for the following:

- Providing all available existing relevant plans and records.
- Coordinating site access for review before the proposal due date. The site visit is planned for Tuesday, June 2nd from 3:00 PM – 4:00 PM.

Information provided in the successful proposal will be used in the local government's grant application to the Minnesota Department of Commerce Solar on Public Buildings program. If the grant application is not selected for funding, the local government will not proceed with this project and will have no financial obligations to the selected developer.

The developer will bear all costs incurred in responding to this RFP. The local government reserves the right to accept or reject any and all proposals.

The capacity of each proposed solar array must not exceed the lesser of 40 kilowatts [AC] or 120 percent of the building's average annual electricity consumption, measured over the most recent three calendar years. For planning purposes, the City assumes a maximum eligible system size of 55 kWdc, consistent with the Department's grant formula. At the current grant rate of $2.03/W, the estimated maximum grant award is approximately $111,650. Since the grant may not exceed 70% of total project costs, the City aims to maintain total project costs at or below approximately $159,500 to maximize available grant funding.

In the long-term, the City may be interested in developing solar energy for other sites, and results of this RFP may be used for future projects as deemed appropriate by the City. However, for purposes of this RFP, respondents should limit their responses to this specific site or sites.

The City believes on-site solar PV power generation will provide a long-term financial benefit by reducing energy costs through reduction of peak demand loads and daily energy consumption at the sites. The program will provide high quality power with minimal environmental impact and work to advance the City's sustainability efforts. Through on-site solar PV generation, the City hopes to:

- Reap the financial benefits of more affordable electricity at minimal cost.
- Reduce environmental impact.
- Provide an example of successful renewable energy generation and showcase our organization as a leader in developing renewable energy sources.

Through this RFP process, the City intends to select only one proposer for the solar project and is looking for the "best value" proposal based on the selection criteria stated within this RFP.

This RFP to seek a provider is part of the City's process to apply for the Department's Solar on Public Buildings Grant Program. If selected, there will be additional responsibilities of the provider to contribute to this grant application on behalf of the City. These additional requirements are outlined in Section XIII Project Schedule, and Section XVI City and Provider Responsibilities. All technical and System information requested by the City for the purpose of the grant application must be provided by **Wednesday, June 24, 2026**.

Execution of a contract between the City and the provider is contingent upon receiving grant funding through the Minnesota Solar on Public Buildings Grant Program.

III. TIMEFRAME

The developer will have a term of eighteen (18) months from the date of contract execution to complete the installation and submit all necessary permits, system commissioning, and other required paperwork.

IV. RFP SCHEDULE

The following schedule and deadlines apply to this solicitation:

Site Visit
Tuesday, June 2, from 3:00 PM – 4:00 PM.
Marion Conference Room
City Hall Building – 20195 Holyoke Ave, Lakeville, MN 55044
Paul Oehem, Public Works Director
Poehme@lakevillemn.gov

Deadline for Final Submittal of Questions
Monday, June 3, 2026, at 4:00 PM
Submit questions pertaining to this RFP by email to:
Paul Oehem
Public Works Director

City of Lakeville
Poehme@lakevillemn.gov

Request for Proposal Due
Tuesday, June 9, 2026, at 4:00 PM
Submit proposal by email to:
Paul Oehem, Public Works Director
Poehme@lakevillemn.gov
Subject: "RFP for Solar PV system on Lakeville City Hall Building"

V. SITE INFORMATION

The City has determined that solar PV systems can be successfully installed at the following facility, with emphasis on providing solar power on the roofs.

City Hall Building – 20195 Holyoke Ave, Lakeville, MN 55044
Total Energy Usage (last 12 months): 287,676 kWh
See Exhibit D for more information on the following:
- Average Monthly Energy Use (2025): 23,973 kWh
- Average Monthly Demand: 77.5 kW
- Hourly Energy Consumption is not available, per Xcel Energy

VI. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each provider must fully inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful proposer of the obligation to carry out the provisions of the contract.

The provider will design, install, and maintain a solar PV system to maximize the solar resources at the above listed site, considering the facility's electrical demand and load patterns, proposed installation sites, available solar resources, applicable zoning ordinances, installation costs and other relevant factors, which shall be discussed in the provider's proposal. The provider should make every effort to visit each site and determine the best course of action for the facility. The provider will be responsible for determining load characteristics for any roof installation to ensure that warranties remain in place and to avoid damage to existing roofs.

VII. PROVIDER QUALIFICATIONS

To qualify as the provider for award of this agreement, the prime provider or joint venture must either individually or collectively demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities, and related responsibilities to successfully perform their role in this solar PV installation.

VIII. PERSONNEL QUALIFICATIONS AND ABILITIES

Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications, and experience of the proposed personnel. The availability of the proposed staff is also of crucial importance and must be demonstrated. The specific responsibility of staff to be

assigned to the project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the project. If sub-consultants are employed, similar information must be provided, and the portions to be sub-consulted must be identified. (There is no penalty for the use of sub-consultants; the qualifications of the entire team will be evaluated).

Provider(s) shall possess:

- Valid and pertinent State of Minnesota contractor construction licenses.
- Minnesota Professional Engineering (PE) registration for PV/electrical, structural, civil, and fire protection work.
- North American Board of Certified Energy Practitioners (NABCEP) certification.
- Appropriate other licensing in good standing.

IX. PROJECT SCOPE AND STANDARDS

The provider will design, provide, install, own (if PPA) and maintain the solar PV systems. This project's scope is inclusive and includes planning, engineering, labor, materials, delivery, installation, and commissioning, as well as all warranties and maintenance. This includes all structural and utility modifications that are required. The provider shall include in its proposal all elements necessary for a turn-key project including rebate applications, grid connection agreement, all permits and approvals from governing agencies and all labor, taxes, services, and equipment. The provider shall apply for and obtain all necessary required approvals and permits. All fees required shall be the responsibility of the applicant.

If the project scope includes multiple electrical services, net metering will be located, at each electrical service; however, the provider shall make the decision on the best location for metering and the number of meters required. All proposed roof mounted solar panels, tracks and anchoring equipment shall not exceed ten pounds per square foot. The provider shall verify the structural capacity of the roof.

The City will assume the right to the Renewable Energy Credits (RECs) resulting from the PV array's generation of power for the life of the PV system, even if the City does not own the system. If the City does not own the array, the owner will track the RECs via a tracking system maintained by the owner of the array and assign the RECs to the City.

The proposer is responsible for all connections and agreements with the utility.

All equipment shall be UL listed. All installations shall comply with local government-approved building and electrical codes. The guaranteed minimum output from the system shall be 85% of the expected performance output from the system.

X. PREVAILING WAGE

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, the contract with the provider is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics for the established prevailing wages for work under the contract. The provider will assist the local government in completing and submitting the required

certified payroll reports within 4 days after the end of each pay period. The wage determination must be posted in a conspicuous location on the project site. dditional information on prevailing wages can be found here. The provider can find applicable prevailing wage determinations for the project by selecting the county where the project is located on the Department of Labor and Industry's website.

For questions, contact:

Stephanie Selb
Senior Labor Investigator
MN Department of Labor and Industry
stephanie.selb@state.mn.us.

XI. BUILDING PERMITS

When the overall value of the work exceeds $100,000, a building permit is required from the Minnesota Department of Labor and Industry. If the total value of the work is less than $100,000, then a building permit must be obtained from the local building department. The exception applies in locations without a local building department, and the total value of the work is less than $100,000.

XII. CONTRACTOR AFFIDAVIT

Contractors and their subcontractors must comply with the Minnesota Department of Revenue's withholding tax requirements when working on a construction project contracted by Minnesota state agencies and local government units. This includes counties, cities, and local governments. The Contractor Affidavit (IC134) form can be completed electronically here.

For questions, call 651-282-9999 or 1-800-657-3594 (toll-free) or email withholding.tax@state.mn.us

XIII. PROJECT MILESTONE AND ANNUAL CHECK-IN FORMS

Local governments are required to submit check-in forms to the Department of Commerce. Throughout the grant term, the provider will assist the local government in submitting milestone check-in forms. These are intended to be completed as each task is completed. All forms must be submitted through the Grant Interface Website.

The provider will assist the local government with submitting the required annual reports, including the (1) total kWhs consumed at the installation site, (2) total kWhs generated by the solar PV system, and (3) the amount paid by the local government to its utility for electricity.

XIV. CONTENT OF PROPOSAL

To maintain uniformity with all proposals furnished by provider, proposals shall include the following:

- Overview of Principal Elements. A project understanding summary that includes an overview of the principal elements of the proposal, a demonstration of an understanding of

the project objectives, and a description of your approach to solar PV systems. Include any suggestions or special concerns that the City should be made aware of; the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the provider and subcontractors used, if any.

- Schematic Design Layout. Provider shall provide a system schematic design layout for the systems, including photovoltaic model type and model no., wattage, number of modules, year 1 production, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, system size AC and DC, and the impact on the utility rates and demand charges.
    a. The capacity of the planned solar array must not exceed the lesser of 40 kilowatts (up to 40 kWac in size) or 120 percent of the average annual electricity consumption of the building, measured over the most recent three calendar years.

- Cost. The local government can receive a Solar on Public Buildings grant of 70% of the project's total cost, which is not to exceed $159,500. Additionally, the local government intends to apply for federal elective pay. The provider must ensure that all equipment complies with federal elective pay rules.

The provider shall incorporate the grant and any incentives into the proposal. The provider shall identify costs and anticipated savings over 25 years using the Solar on Public Buildings Cash Flow Template. Alternative cashflow versions are acceptable if similar costs and expenses are identified (e.g., panel recycling, inverter replacement, etc.). The provider should use the assumptions for snow loss, total losses, and utility rate escalator found in the cashflow template.

- References. A list of similar projects which your firm completed within the last 5 years. To be considered, respondents are required to have financed, designed, installed, operated, maintained, and completed a minimum of five (5) solar PV projects in the United States that are commercial grid-connected solar PV systems. One (1) of the referenced projects must be with a local government, school, state, or tribal government.

  Project information should include project description, agency, or client name along with the person to contact, telephone number(s) and e-mail addresses, year completed and project construction and design cost.

- Proposal submittal and signature. The proposal shall be signed by a company official with the power to bind the company in its proposal. All proposals must be completely responsive to the RFP.

- Power Purchase Agreement. If a PPA is being proposed, the proposed PPA must accompany your proposal. A separate cost proposal is to be submitted that includes the financial terms of a power purchase agreement. A variety of pricing models may be proposed.

  The provider should propose the lowest cost of electrical energy (price per kWh) they are willing to provide for each year of the PPA. The Price Proposal also shall include guaranteed minimum energy to be produced in each year at each site proposed to be developed.

The provider shall identify the warranties to be transferred if the City purchases the PV systems. At the end of the PPA or renewal term, and should the City choose not to purchase the system, the proposer shall remove the photovoltaic system(s) and return the sites to preexisting conditions at their expense.

- Warranties/Guarantees. The Respondent shall provide the following minimum warranties/guarantees:
  • 10-year inverter warranty.
  • 20-year PV panel warranty, with a maximum of 20% degradation.

XV. TECHNICAL SPECIFICATIONS

Proposals are to include detailed technical specifications, and the following technical information should be discussed in this section.

- Major equipment manufacturers
- Description of technology and configuration
- Solar system layout of equipment and characteristics
- Electrical interconnection and metering/net-metering
- Foundation of PV support system
- Level of efficiency
- DC and AC capacity rating
- Expected annual energy production in kWh
- Communications, control, and instrumentation
- Facility limitations that may constrain operation
- Project Management plan
- Start-up and testing
- Design life loading (wind, seismic, etc.)
- Description of frequency and duration of scheduled maintenance
- Provide any information that could impact the cost, construction schedule, or output capability of the project
- Proposals shall demonstrate a proven, comprehensive data acquisition system with current and historical data available remotely through a real-time internet site capable of tracking, but not be limited, to the following:
  - Site-specific actual kWh production (average and cumulative totals)
  - Site-specific instantaneous maximum kWh production
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter's Laboratory [UL]) and meet existing facility structural and fire safety requirements.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards.
- Proposals shall provide evidence that the proposed technology and equipment are designed for normal operation in the Minnesota climate.
- Proposals shall provide evidence that the proposed technology does not incorporate proprietary components, and that the system design allows for multiple sources of supply and/or repair.

- Proposals shall describe reusability or recyclability of proposed technology and equipment.

XVI. OPERATIONS AND MAINTENANCE

Proposals must provide a description of the basic philosophy for performing O&M and include a discussion of contracting for outside services, if applicable. The successful respondent shall provide three (3) copies of the complete O&M manuals for all components of the system upon system commissioning.

The O&M plan shall include recycling for any solar module or inverter that needs to be replaced for any reason over the system's life. At the time of any project-level work order execution, the provider shall use solar PV system components that are readily reusable or recyclable. The provider shall track solar system equipment that ceases to function as intended and, by March 31 of the previous calendar year, report annually to the Minnesota Pollution Control Agency the recycling of any modules or inverters using the Module or Inverter Recycling Form. Note that the form must be submitted even if no components were recycled. For questions, call 651-751-2211 or email Amanda Cotton, at amanda.cotton@state.mn.us.

XVII. PROJECT SCHEDULE

All proposals must include a project schedule that includes the following milestones:

- Permitting begins
- Final design plans complete
- Equipment ordered
- Construction begins
- Electrical generation begins

As a condition of the Solar on Public Buildings Grant Program through the Department, grant contracts between the Department and the City will have a term of no more than eighteen (18) months from the date of execution to complete the installation and submit all permit, commissioning, and other System paperwork deemed necessary by the Department. As part of the grant contract between the Department and the City, the City will be required to meet and submit proof of the following milestones with supporting documents or information from the developer as requested.

Installation and Project Milestones

Milestone	***Due No Later Than***
All necessary System components ordered or in the physical possession of the City, Developer, or contractor.	End of Month 4
All necessary System interconnection paperwork filed.	End of Month 8
System installed, all permits commissioning, and other System paperwork signed and submitted to Department.	End of Month 18
Annual Check-ins for System Production	Annually, throughout System's production lifetime, beginning 12 months after System Commissioning

XVIII. FINANCIAL STATEMENTS

Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the provider. Such report must include a balance sheet, income statement, and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the provider. Non-public entities may attach unaudited financial statements or copies of tax forms and schedules filed with the Internal Revenue Service where applicable.

XIX. SELECTION COMMITTEE

The City has established a Selection Committee to evaluate provider proposals. The evaluation of each proposal will be based on technical criteria and qualifications, reference checks, and other information gathered independently.

XX. CITY AND PROVIDER RESPONSIBILITIES

The City will be responsible for the following:

- Providing all available existing relevant plans and records.
- Hosting one (1) in-person pre-proposal conference and site visit on Tuesday, June 2 2026, from 3:00 PM – 4:00 PM for provider to review site location prior to submittal of proposal.

If selected, the provider will be responsible for providing information and supporting preparation of documents to contribute to the City's grant application with the Minnesota Department of Commerce. *Execution of a contract between the City and the provider is contingent upon receiving grant funding through the Minnesota Solar on Public Buildings Grant Program.*

If selected, the provider will be responsible for providing information for the grant application **due June 30, 2026**, including but not limited to:

- Contributing to review of applicant exceptions to State of MN Sample Grant Contract
- Developer contact information
- Project Information
  - Final System size (kWdc)
  - Final System size (kWac)
  - Estimated Y1 system energy production (kWh)
  - Final System energy production estimate report
  - Updates to System site
- System Project Details
  - System modules
  - System inverters
  - Description of permitting and interconnection process for the System
  - Utility MOU
  - System site plan

- One-line diagram, with legend, of the System
- Contributing to System proposal and proposed contract agreement between City and developer
- System 25Y Cashflow Analysis form
- Planned ownership
- System's full project budget
- Payment milestone schedule to developer
- Developer's plan to reduce capital expenses
- Developer prevailing wage assurance
- MPCA Recycling form

XXI. PROVIDER SELECTION CRITERIA

The City, based on the requirements of this RFP, has designated the following items as selection criteria for the successful provider. Each item will be individually and separately scored by Selection Committee members. The scores of each rater will be tabulated and summarized in a single total score for each of the providers.

A. Proposal Completeness (10 points): The measure for which the provider has provided all the requested information in a clear, non-ambiguous way as requested in this RFP.

B. Cost/Best Value to the City (30 points): Cost information provided by the provider detailing the cost to the owner and potential savings over a 25-year period.

C. Targeted Group (5 points): Utilize certified Women, Minority, or Disabled Owned Businesses to supply materials or services.

D. Financial Strength and Stability (10 points): Provide information indicating the provider financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFP; and the stability of the provider in terms of length of service, professional capabilities, construction experience and capabilities over time.

E. Photovoltaic engineering, project, and construction experience, including a minimum of five successful photovoltaic projects within the scope of this RFP (20 points).

F. Project engineering analysis (10 points). Information provided by the provider detailing the estimated kWh generated by the proposed photovoltaic systems in this RFP; including all necessary assumptions for example sunlight availability, dark time, maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc.

G. Provider customer service and maintenance capabilities (5 points). The ability of the provider to respond quickly, efficiently and cost effectively to service calls, so the photovoltaic systems are operating at optimum output.

The City prefers contractors that are flexible with allowing extended payment terms; however, this is not included in the selection criteria.

XXII. RIGHT TO REJECT PROPOSALS

Proposals shall remain valid for 60 days after the opening of the proposals.

The City reserves the right to reject any or all proposals submitted, and no representation made herein that any contract will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the provider. The City reserves the right to cancel, modify, or terminate the procurement process or any resulting contract at any time, with or without cause, including after City Council approval, if deemed to be in the best interest of the City or due to funding availability, project changes, or other unforeseen circumstances.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted become the property of the City.

XXIII. RFP EXHIBITS

EXHIBIT A: Proposed Solar Location Map
EXHIBIT B: PVWatts Report
EXHIBIT C: Recent Electrical Bill
EXHIBIT D: Historical Energy Data
EXHIBIT E: Electrical Service & Electrical site information
EXHIBIT F: Roof Information

Date: 6/15/2026

Approval of Joint Powers Agreement with Dakota County for Preliminary and Final Engineering and Traffic Signal Construction for the CSAH 50/5 and I-35 Interchange

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Joint Powers Agreement with Dakota County for preliminary and final engineering for the CSAH 50/5 and I-35 Interchange project (City Project 26-05), and for traffic signal construction, administration, and maintenance at the CSAH 5 and Kenyon Avenue Intersection (City Project 27-05).

Overview

Dakota County and the City are partnering to advance improvements along CSAH 50/5 (Kenwood Trail) between Kenrick Avenue and Klamath Trail, including replacing the existing I-35 interchange with a diverging diamond interchange (DDI). The corridor experiences significant congestion, safety issues, limited multimodal access, and continued traffic growth. The project includes reconstructed bridges, updated signals, reconfigured ramps, noise walls, and a new multiuse trail. These improvements will significantly enhance safety, mobility, and long-term reliability on one of the City and County's most critical corridors.

The Joint Powers Agreement (JPA) also covers construction, administration, and maintenance of a new traffic signal at CSAH 5 and Kenyon Avenue. This signal is scheduled for installation in late summer 2026 and is an important improvement to manage current traffic and to support operations during interchange construction.

The JPA outlines roles, responsibilities and cost participation for both the interchange engineering and the traffic signal project. The project has secured significant outside funding, including $1,673,000 in state funds for preliminary engineering, $5,040,000 in federal Congressionally Directed Spending for final engineering, and $47,800,000 in additional state and federal funding for construction. Under Dakota County's cost-share policies, the interchange engineering costs will be split 85% County/15% City, and the traffic signal construction will be shared 55% County/45% City. The City's estimated cost for engineering and the traffic signal work is $480,000.

Approving this JPA keeps engineering on schedule, supports timely advancement toward right-of-way and future construction phases, and allows the 2026 installation of the needed traffic signal. Additional agreements will be brought forward for right-of-way acquisition and construction of the full interchange project.

Supporting Information

1. 2026.06.15 JPA

Financial Impact: $480,000 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Zach Johnson, City Engineer

JOINT POWERS AGREEMENT FOR

PRELIMINARY AND FINAL ENGINEERING, AND TRAFFIC SIGNAL CONSTRUCTION COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NOS. 50-033 AND 05-060

CITY OF LAKEVILLE PROJECT NOS. 26-05 AND 27-05

SYNOPSIS: Dakota County and the City of Lakeville agree to share costs associated with the preliminary and final engineering for County Project (DCP) 50-033 and City Project (CP) 26-05, which provides for intersection and roadway improvements along County State Aid Highway (CSAH) 50/5 between Kenrick Avenue and Klamath Trail and includes a diverging diamond interchange at Interstate 35 (I-35). An additional agreement or amendment will be required to establish cost-participation and other terms for right-of-way acquisition, construction, and maintenance of DCP 50-033.

This Agreement also includes cost participation for the construction, administration, and maintenance for DCP 05-060 and CP 27-05, which includes installation of a traffic signal at the intersection of CSAH 5 and Kenyon Avenue, scheduled for late summer 2026. This signal is a critical traffic mitigation measure to alleviate traffic congestion both during current conditions and throughout construction of DCP 50-033.

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

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

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Projects 50-033 and 05-060 and City Projects 26-05 and 27-05; and

WHEREAS, DCP 50-033 and CP 26-05 will replace the existing interchange with a diverging diamond design featuring a multiuse trail in the center median and include the installation and modernization of traffic signals, replacement of the I-35 bridges over CSAH 50/5, reconfiguration of ramp terminals and adjacent roads, construction of noise walls, and the addition of a northbound I-35 auxiliary lane from CSAH 50 to CSAH 46; and

WHEREAS, DCP 05-060 and CP 27-05 includes construction of a new traffic signal at the intersection of CSAH 5 and Kenyon Avenue that will be constructed prior to DCP 50-033 (the "Project"); and

WHEREAS, DCP 50-033 and CP 26-05 and DCP 05-060 and CP 27-05 hereafter will collectively be referred to as the "Project"; and

WHEREAS, the purpose and need for the Project is to modernize the interchange and bridges, improve safety for vehicles, bicycles, and pedestrians, alleviate congestion, and enhance multimodal mobility; and

WHEREAS, the Parties wish to complete the current preliminary engineering contract by October 2026 and award a final engineering contract by November 2026 for DCP 50-033 and CP 26-05, with construction to begin in 2029, and for DCP 05-060 to be advertised for construction by July 2026 and construction complete by December 2026 (the "Project Schedule"); and

WHEREAS, the City has entered into Right-of-Way Acquisition Loan Fund (the "RALF") agreements with the Metropolitan Council for the acquisition of real properties for DCP 50-033 and CP 26-05. The RALF program is a no interest loan program with no repayment due until the Project is constructed. As part of this Agreement, the County will reimburse the City 85% of property acquisition costs; and

WHEREAS, to more efficiently deliver the Project, the County and City mutually desire to partner with one another in exercising their joint powers to complete preliminary and final engineering of DCP 50-033 and CP 26-05, and construction, administration, and maintenance of DCP 05-060 and CP 27-05, as well as to determine each Parties' respective share of Project costs; and

WHEREAS, the Project was awarded $1,673,000 in state funds through various sources, which were applied toward preliminary engineering costs; and

WHEREAS, the Project was awarded $5,040,000 in federal funds through the 2023 Consolidated Appropriations Act as Congressionally Directed Spending, which shall be applied toward design and engineering eligible costs, and requires a 20% state or local funding match, and must be obligated by September 30, 2026; and

WHEREAS, the Project has been awarded $47,800,000 in state and federal funds through various sources, which shall be applied toward eligible construction costs, requiring additional separate agreements for phases beyond preliminary and final engineering; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of preliminary and final engineering for DCP 50-033 and CP 26-05, and for the construction, administration, and maintenance of DCP 05-060 and CP 27-05, per the cost share policies included in the adopted Dakota County 2040 Transportation Plan (July 2021), included herein as Attachment A (the "Cost Share Policy"); and

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

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

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

    a. Surveying and mapping
    b. Engineering studies and reports
    c. Public involvement process
    d. Environmental reports
    e. Geotechnical information
    f. Drainage designs
    g. Traffic evaluation of various alternatives
    h. Preliminary layouts (30% Plans)

Based on the applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021), specifically cost share policy F.1 Cost Participation – Roadway, this Agreement covers preliminary engineering costs incurred after deducting the $1,673,000 awarded in state funding for the existing preliminary engineering contract.

3. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, construction engineering (DCP 05-060/CP 27-05 only), construction management (DCP 05-060/CP 27-05 only), construction inspection (DCP 05-060/CP 27-05 only) and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.

   The City's share of the Project engineering costs is calculated at 15%, with the County covering the remaining 85% with specific details covered in Attachment A. Attachment B (Opinion of Cost Participation) provides the most recent cost estimate of the funding needed for the existing preliminary engineering contract after deducting the awarded state funds.

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

5. Right-of-Way. Easements will be necessary for completion of the Project during construction. An additional agreement or amendment will be required to establish cost-participation and other terms for right-of-way acquisition for DCP 50-033/CP 26-05.

   The County, as the lead agency, will undertake all actions necessary to acquire all permanent and temporary highway right-of-way for DCP 05-060/CP 27-05. The costs of acquiring any necessary right-of-way for DCP 05-060/CP 27-05, shall be shared based on applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021).

   Where necessary, the City shall convey to the County, at no cost, except those agreed to as part of the RALF agreements, all necessary permanent highway and temporary easements, on forms approved by the County Attorney's office, on all adjacent City-controlled real property for Project purposes. Additionally, if necessary, the City shall convey rights to the County, at no cost, all public easements, and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right-of-way needed for the highway improvements shall be the responsibility of the City.

   All construction activities, including traffic control on City-owned streets, must comply with applicable state and City standards and specifications to fulfill the City's requirements. The City reserves the right to inspect construction materials and methods as necessary.

6. City Permits. Through this Agreement, the City will permit work to occur, including geotechnical testing, within the City's right-of-way and City-controlled land as defined in the final plans and specifications for the Project. The County, or its contractors, must secure a City building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by the County. Nothing in this Agreement or any permit issued by the City shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way.

The City will process permits for utility work and other activities within the City's right-of-way.

7. Construction. Construction costs for DCP 05-060/CP 27-05 shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the Dakota County 2040 Transportation Plan (July 2021).

8. Cost Share. The County and City shall share project costs in accordance with all applicable cost sharing provisions of the Dakota County 2040 Transportation Plan (July 2021) and this Agreement as defined below.

    a. DCP 50-033 and CP 26-05
        i. Preliminary and Final Engineering: After deducting state funding ($1,673,000) for preliminary engineering and federal funding ($5,040,000) for final engineering, the County shall be responsible for 85% and the City 15% of engineering costs, per cost share policy F.1 Cost Participation – Roadway.
        ii. Right-of-Way Acquisition Loan Fund (RALF): The County shall be responsible for 85% and the City 15% of right-of-way costs for land acquired through the Metropolitan Council's Right-of-Way Acquisition Loan Fund, per cost share policies F.1 Cost Participation – Roadway and F.3 Cost Participation – Right of Way.
        iii. Right-of-Way and Construction: A separate or amended joint powers agreement will be executed between the County and City for right-of-way acquisition, construction, and maintenance of DCP 50-033/CP 26-

05 prior to advertising for construction bids. A MnDOT Cooperative Agreement is also anticipated for construction.

iv. Aesthetic Elements: The County will participate in aesthetics up to 3%, per cost share policy F.2 Cost Participation – Aesthetic and details covered in Attachment A/B. Exceptions will include engineering costs (100%) assigned to the City for City utilities, City-specified lighting or other stand-alone City aesthetic elements, including costs for City staff time and engineering contracts as described in Section 10 of this Agreement. The application of the Cost Share Policy F.2 Aesthetic will apply only to the construction costs for the county and city roadways while the trunk highway elements will follow MnDOT's Aesthetic Cost Participation Policy which varies from 3% to 7% depending on the specific element such as bridges or noise walls, the cost-share approach will be documented in an amendment or separate agreement for construction.

b. DCP 05-060 and CP 27-05

i. Preliminary and Final Engineering and Right-of-Way: After deducting state and federal funding, the County shall be responsible for 55% and the City 45% of engineering and right-of-way costs, per cost share policy F.4 Cost Participation – Traffic Signals.

ii. Construction: The County shall be responsible for 55% and the City 45% of engineering and right-of-way costs, per cost share policy F.4 Cost Participation – Traffic Signals. No state or federal funding will be applied towards construction. DCP 05-060/CP 27-05 will be advertised for construction bids by July 2026 with construction complete by December 2026. Attachment B provides the most recent cost estimate.

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

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

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

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

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

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

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

13. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as new utility installation, utility servicing, improving adjacent streets and access modifications not required by the project. Other examples include design and administration of work addressing City park amenities, or internal park trails. At this time none has been identified but may be identified in a future separate or amended cost share agreement. The City shall be responsible for 100% of costs, associated with concurrent work outside what is necessary to complete the Project.

14. Street Lighting, Maintenance Costs. Upon completion of DCP 05-060/CP 27-05, the County shall be responsible for 50% and the City 50% of energy costs for the streetlights on the traffic signal, per cost share policy F.17 Street Lighting. The City is responsible for maintenance.

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

16. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2030.

17. Final Acceptance. Final completion of DCP 05-060/CP 27-05must be approved by both the County and the City. The contractor shall provide a maintenance bond for City infrastructure. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.

18. Pavement Maintenance. Upon acceptance of DCP 05-060/CP 27-05, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.

19. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the DCP 05-060/CP 27-05area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way.

20. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of DCP 05-060/CP 27-05, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the adopted *Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025412)*.

21. Sidewalks and Trails. Upon final acceptance of DCP 05-060/CP 27-05, maintenance of sidewalks and trails shall be provided in accordance with the Dakota County 2040 Transportation Plan (July 2021). The County shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the Dakota County 2040 Transportation Plan (July 2021).

22. Subsequent Excavation. After completion of DCP 05-060/CP 27-05, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or

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

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

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

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

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

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

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

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

COUNTY OF DAKOTA	CITY OF LAKEVILLE
Erin Laberee, Dakota County Engineer (or successor)	Zach Johnson City Engineer (or successor)
14955 Galaxie Ave.	20195 Holyoke Avenue
Apple Valley, MN 55124	Lakeville, MN 55044
Office: (952) 891-7100	Office: 952-985-4500
Erin.Laberee@co.dakota.mn.us	zjohnson@lakevillemn.gov

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

_____
Zach Johnson, City Engineer

By _____
Mayor

(SEAL)

By_____
Deputy City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

_____
Erin Laberee, County Engineer

By:_____
George Fischer,
Physical Development Director

Date:_____

APPROVED AS TO FORM:

_____
Assistant County Attorney Date

COUNTY BOARD RESOLUTION

KS-_____

No. _____ Date: _____

Date: 6/15/2026

EB First Addition CUP and ROW Vacation

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) an amendment to Conditional Use Permit #24-09 to allow more than one principal residential building on one lot, 2) the vacation of public right of way for 207th Street. and 3) adopt findings of fact.

Overview

EB Lakeville Development LLC has submitted applications and plans for an amendment to a conditional use permit and for the vacation of public right of way in conjunction with a final plat application for EB First Addition. The project proposes one 142-unit multi-family apartment building and 24 row-style townhomes on 8.28 acres north of 210th Street (CSAH 70) and west of Keokuk Avenue. The preliminary plat and original conditional use permit were approved by the City Council on October 21, 2024. The initial approval was for two multi-family apartment buildings and a conditional use permit for two principal buildings on one lot, building height, and an exception to the exterior material requirements. This development is exempt from the residential development moratorium due to the preliminary plat having already been approved by the City Council.

The Planning Commission held a public hearing at its June 4, 2026 meeting. There was one public comment from an adjacent property owner asking about the moratorium and whether a fence that was previously agreed to between the two sites would still be put in place. Staff explained why the project was exempt from the moratorium and that the fence would be included with the development of the site. The Planning Commission voted unanimously to approve the conditional use permit amendment and vacation of the public right of way, subject to three stipulations. The applicant has submitted revised apartment building plans to demonstrate that the alcove units meet the Zoning Ordinance definition of an efficient dwelling unit, so stipulation #3 of the Planning report has been satisfied.

Supporting Information

1. CUP Form + Findings of Fact
2. Vacation Resolution
3. Revised apartment unit floor plan
4. June 4, 2026 draft Planning Commission minutes
5. May 28, 2026 Planning report + exhibits
6. May 28, 2026 Engineering report

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-____
AMENDMENT TO CONDITIONAL USE PERMIT NO. 24-09

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville approves an amendment to Conditional Use Permit No. 24-09 for EB Lakeville Development LLC to allow construction of more than one principal building on one lot of record within the RH-2, Multiple Family Residential District.
2. Property. The permit is for the following described property located at 11813 210th Street West in the City of Lakeville, Dakota County, Minnesota and will be platted as:

Lot 1, Block 1, EB First Addition

3. Conditions. This conditional use permit is issued subject to the following conditions:
   a. Implementation of the recommendations listed in the May 28, 2026 engineering report.
   b. The 207th Street right of way vacation must be recorded in conjunction with the EB First Addition final plat.
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 construction of the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

Dated: **June 15, 2026**

BY: _____
Luke M. Hellier, Mayor

BY:_____
Taylor Snider, Deputy City Clerk

SEAL

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **15th** day of **June 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

EB LAKEVILLE DEVELOPMENT LLC
CONDITIONAL USE PERMIT AMENDMENT

FINDINGS OF FACT AND DECISION

On June 4, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of EB Lakeville Development LLC for a conditional use permit amendment to allow construction of more than one principal building within the RH-2, Multiple Family Residential District. The Planning Commission conducted a public hearing on the proposed conditional use permits preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Land Use Plan, which guides the property for high density land use.

2. The property is zoned RH-2, Multiple Family Residential District.

3. The legal description of the property at the time of final plat will be:

Lot 1, Block 1, EB First Addition

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

   a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

      Finding: The multiple family building and townhomes use of the property is consistent with the 2040 Comprehensive Land Use Plan and District 6 recommendations of the Comprehensive Plan.

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

Finding: The multiple family building and townhomes on a single parcel are compatible with existing land uses in the area given compliance with the stipulations listed in the May 28, 2026 planning report.

c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: Provided compliance with stipulations of the conditional use permit, the multiple family building and townhomes on a single parcel will conform to all performance standards contained in the Zoning Ordinance.

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

Finding: The subject property is within the existing MUSA and is served with city sanitary sewer and water. The multi-family building and townhomes will not have a negative impact on the City's service capacity.

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

Finding: The multi-family building and townhome uses on a single parcel will not overburden the streets serving the property.

5. The planning report dated May 28, 2026 prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

The City Council approves the conditional use permit amendment conditioned upon compliance with the planning report prepared by Kris Jenson, Planning Manager, dated May 28, 2026.

DATED: June 15, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Taylor Snider, Deputy City Clerk

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26- _____

RESOLUTION VACATING PUBLIC STREET RIGHT OF WAY

WHEREAS, the City Council has conducted a public hearing, preceded by two (2) weeks published notice, to consider the following described public street right of way, and

WHEREAS, the City Council has determined that it is in the public interest to approve the public street right of way vacation.

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

1. The public street right of way for 207th Street described in Exhibit A is hereby vacated.

2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 15th day of June 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy City Clerk

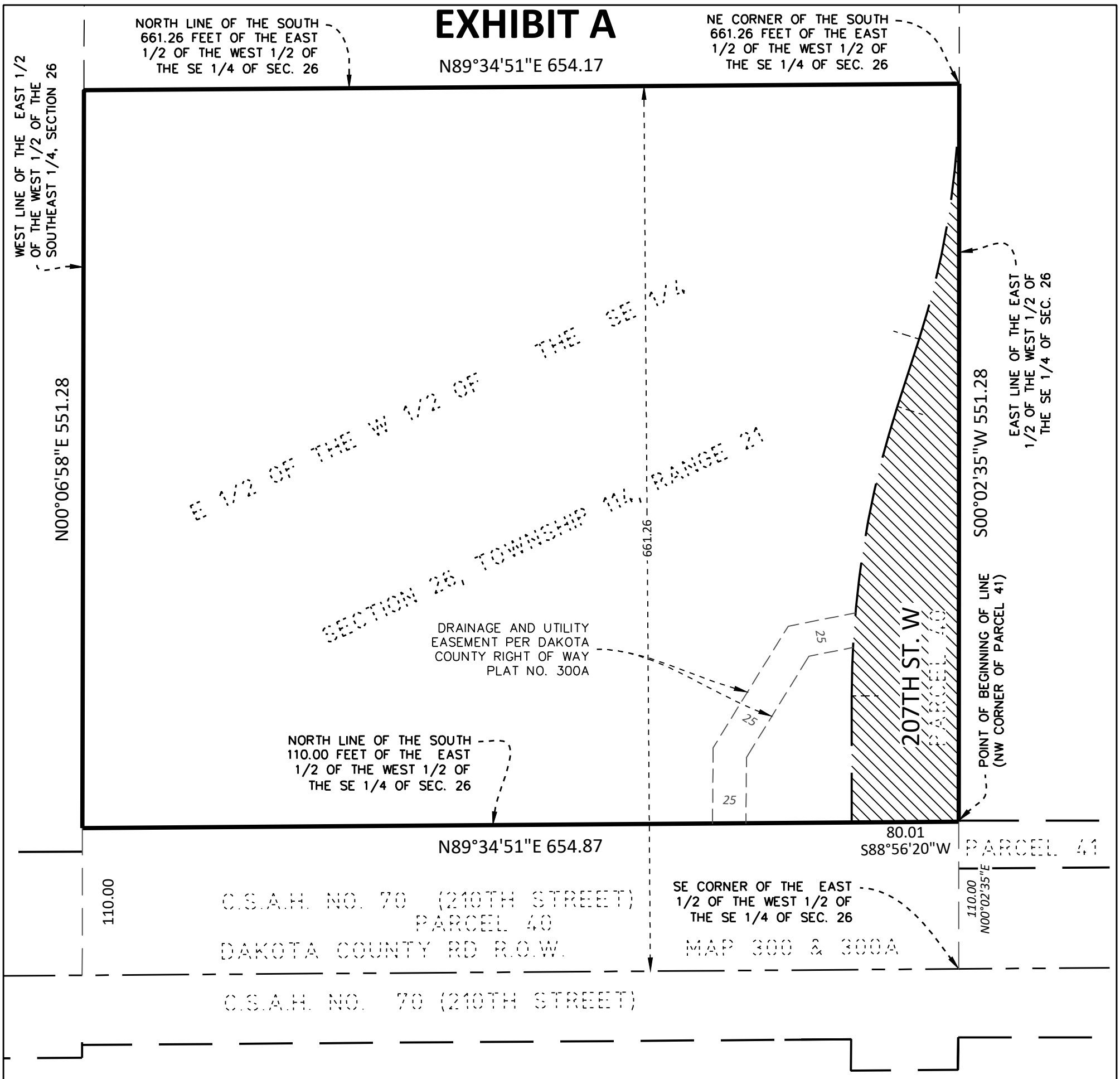
STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 26-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 15th day of March 2026, as shown by the minutes of said meeting in my possession.

_____
Taylor Snider, Deputy City Clerk

(SEAL)

EXHIBIT A



DESCRIPTION

PARCEL DESCRIPTION:

The South 661.26 feet of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 26, Township 114, Range 21, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

RIGHT-OF-WAY TO BE VACATED:

That part of Parcel 40, as shown on Dakota County Road Right of Way Map No. 300, according to the recorded map thereof, Dakota County, Minnesota lying north of the following described line:

Beginning at the northwest corner of Parcel 41 as shown on said Dakota County Road Right of Way Map No. 300; thence South 88 degrees 56 minutes 20 seconds West a distance of 80.01 feet to a corner of said Parcel 40 on the north line of the south 110.00 feet of the East Half of the West Half of the Southeast Quarter of Section 26, Township 114 North, Range 21 West and said line there terminating. For purposes of this legal, said north line of the south 110.00 feet of the East Half of the West Half of the Southeast Quarter is assumed to bear North 89 degrees 34 minutes 51 seconds East.

Said easement contains approximately 26,184 square feet.

LEGEND

RIGHT-OF-WAY TO BE VACATED

NORTH

0 80

SCALE IN FEET

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

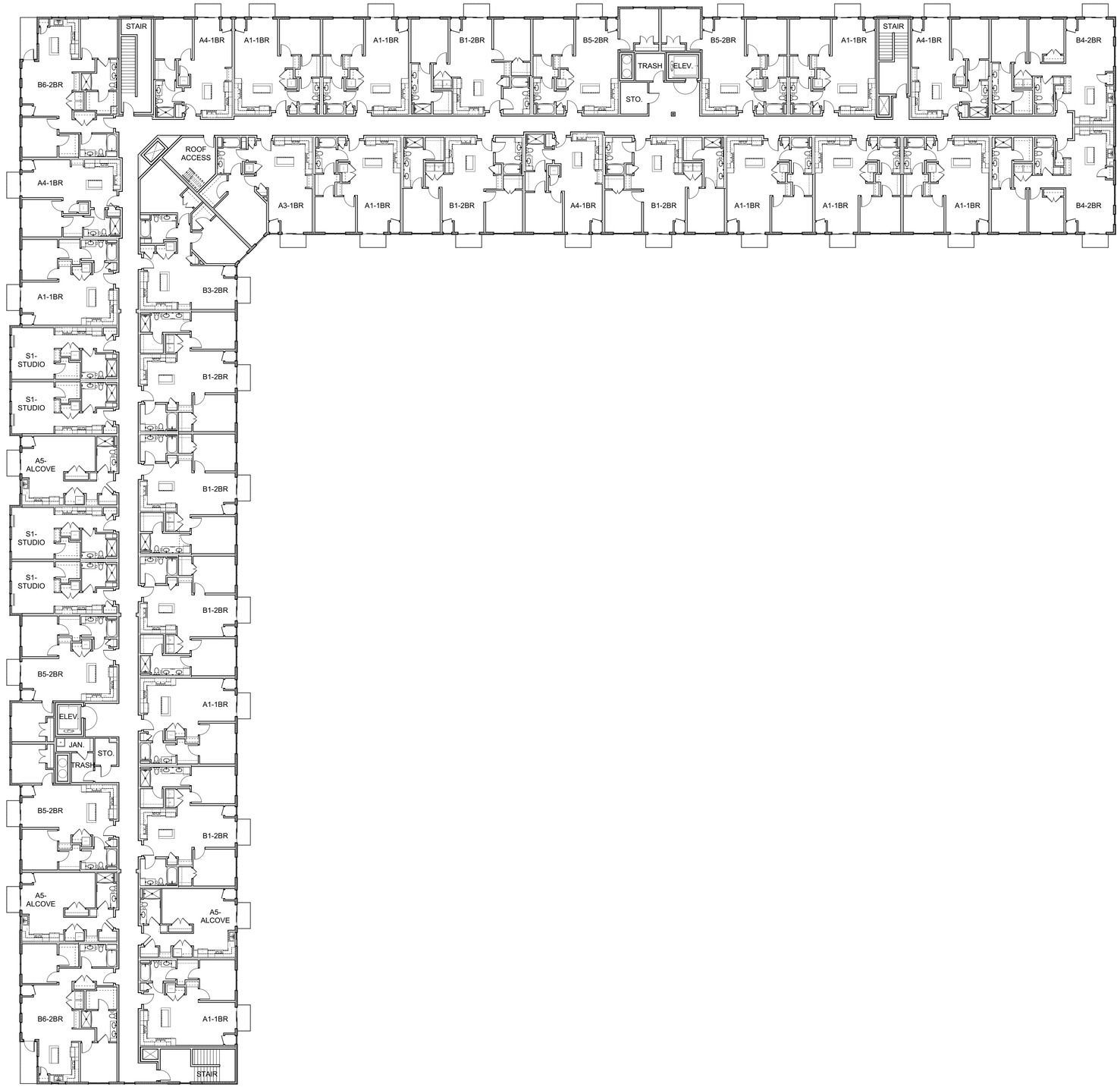
EB LAKEVILLE, LLC
EB FIRST ADDITION
LAKEVILLE, MN
ROW VACATION EXHIBIT

Designed:
Drawn: GAM
Approved: GAM
Issued: 02/05/2026
Rev.: 1
Date: 03/27/2026

Sheet Number
1
Project No.
54149

Mar 27, 2026 - 3:58pm - User:gmullenbach L:\PROJECTS\54149\CAD\Survey\Exhibits\54149-ROW VAC.dwg

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1 APARTMENT BUILDING FOURTH FLOOR PLAN
SCALE: 1/16" = 1'-0"

0 8' 16' 32'

N

studio 785
architecture + design
7433 AVONDALE PARK
BARNHART, MO 63012
636.751.4798 P
CREITZEL@STUDIO-785.COM E

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CONSULTANT:

PRELIMINARY
NOT FOR CONSTRUCTION

NAME
LICENSE #

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EB LAKEVILLE
11813 210TH STREET W
LAKEVILLE, MN 55044

OWNER:
EB LAKEVILLE DEVELOPMENT LLC
3020 FRANCE AVENUE
ST. LOUIS PARK, MN 55416

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ISSUE DESCRIPTION	DATE
DESIGN DEVELOPMENT	

REVISIONS	
DESCRIPTION	DATE

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

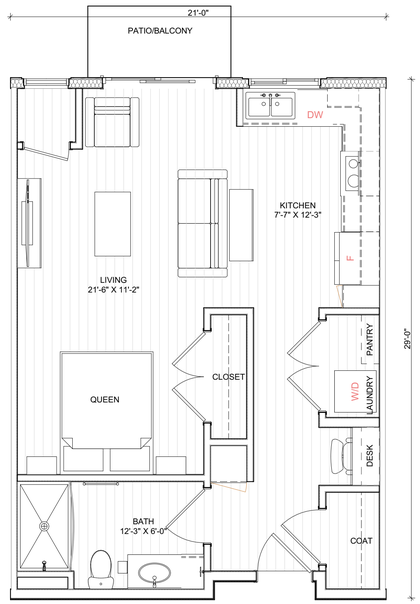
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PROJECT NUMBER:

SHEET NO:
A105

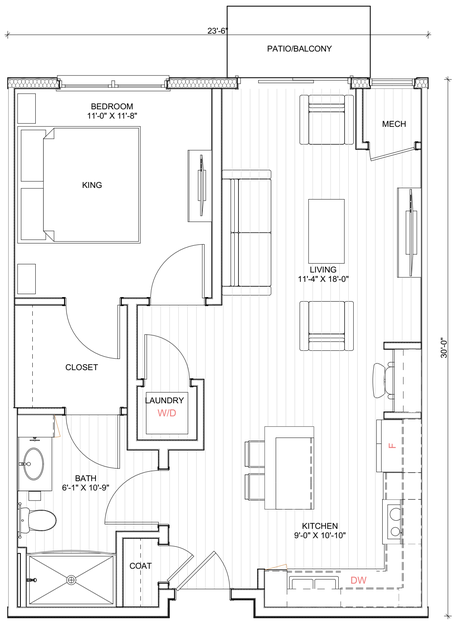
SHEET TITLE:
OVERALL BUILDING PLANS

ElevageLakeville04272026.pln

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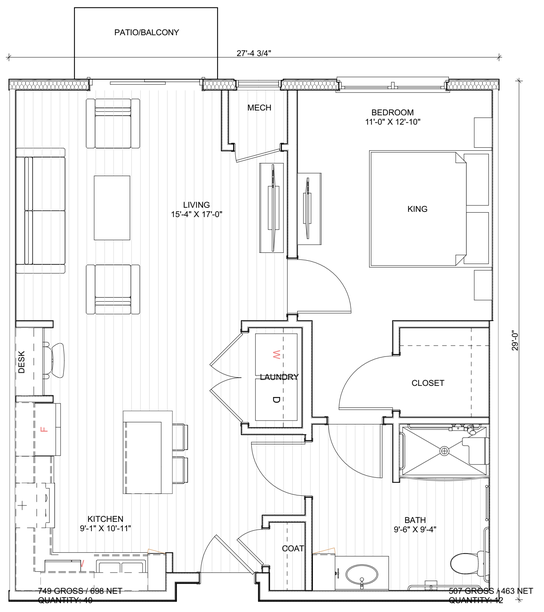
5 A5 - ALCOVE (EFFICIENCY) 604 SF
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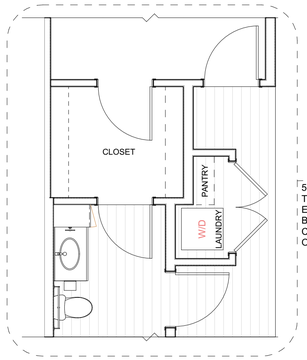
5 A4 - 1 BEDROOM 1 BATH 700 SF
SCALE: 1/4" = 1'-0" QUANTITY: 16
0 2' 4' 8'



4 A3 - 1 BEDROOM 1 BATH 867 SF
SCALE: 1/4" = 1'-0" QUANTITY: 3
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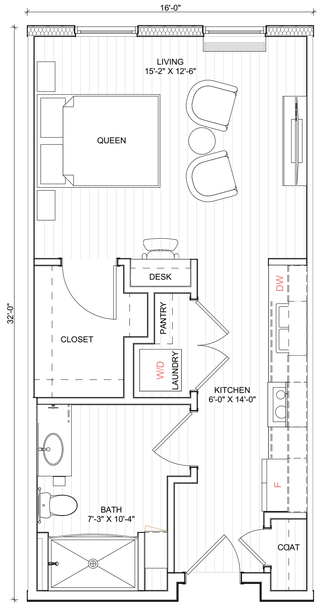
3 A2 - 1 BEDROOM 1 BATH (ACCESSIBLE) 795 SF
SCALE: 1/4" = 1'-0" QUANTITY: 1
0 2' 4' 8'



50% OF A1 UNITS TO HAVE ENLARGED BEDROOM CLOSET IN LIEU OF DESK.



2 A1 - 1 BEDROOM 1 BATH 749 SF
SCALE: 1/4" = 1'-0" QUANTITY: 40
0 2' 4' 8'



1 S1-STUDIO 507 SF
SCALE: 1/4" = 1'-0" QUANTITY: 12
0 2' 4' 8'

ElevageLakeville04272026.pln

studio 785
architecture + design
7433 AVONDALE PARK
BARNHART, MO 63012
636.751.4798 P
CREITZEL@STUDIO-785.COM E

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CONSULTANT:

PRELIMINARY
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EB LAKEVILLE
11813 210TH STREET W
LAKEVILLE, MN 55044

OWNER:
EB LAKEVILLE DEVELOPMENT LLC
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ISSUE DESCRIPTION	DATE
DESIGN DEVELOPMENT	

REVISIONS	
DESCRIPTION	DATE

1" ACTUAL

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SCALE: AS NOTED
PROJECT NUMBER:

SHEET NO:
A200

SHEET TITLE:
UNIT PLANS

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- Commissioner Kaluza asked if there are tenants identified yet. Mr. Durand stated they have two tenants identified with signed leases and they are working to find tenants for the rest of the building.
- Commissioner Traffas clarified that there are three remaining tenant spaces and asked if the drive-through for the convenience restaurant is the only business that can use the drive-through or if the drive-through could be modified to allow another business to use it. Mr. Durand stated the three spaces could be combined for one tenant or can accommodate three separate tenants. He also stated the drive-through is designed to accommodate other businesses but may require approval from city staff.

Motion was made by Kaluza, seconded by Swaney to recommend to City Council approval of the conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Used Cedar Corridor District and the findings of fact, subject to the following stipulations:

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

Ayes: Kaluza, Einck, Swaney, Traffas

Nays: 0

DRAFT

5b. EB Lakeville Development LLC

Vice Chair Einck opened the public hearing to consider the application of EB Lakeville Development LLC for an amendment to CUP 24-09 for the construction of more than one principal residential building on one lot of record and vacation of public right of way for 207th Street.

Will O'Keefe with Bader Development introduced the project. He stated they are proposing a 142-unit apartment building and 24 townhomes.

Ms. Jenson presented the staff report. The property is located north of 210th Street (CSAH 70) and west of Keokuk Avenue, includes a single-family home, and is heavily wooded A preliminary plat and conditional use permits for the Crown Lakeville Apartments project was approved by the City Council on October 21, 2024. EB Lakeville Development has taken over the project and made some changes which require the amendment of the CUP approved for multiple principal buildings on one lot. The 207th Street right of way was previously under the jurisdiction of Dakota County, who conveyed the right of way to the city earlier this year, thus requiring it to be vacated.

At the time of preliminary plat approval, conditional use permits were also approved for an exception to the exterior materials requirements and the building height. The apartment building proposed for the site meets the requirements approved with those conditional use permits and therefore those items are not addressed. Because the tree inventory was prepared with the preliminary plat and was approved by City Council at that time, the site is not subject to the current tree preservation requirements.

Community Development Department staff recommend approval.

Vice Chair Einck opened the hearing to the public for comment.

Robert Powell, 11774 205th Street West, asked if the moratorium will affect this development this year, and stated that the previous developer was going to put fencing in and asked if this would still be the case.

Motion was made by Kaluza, seconded by Traffas to close the public hearing at 6:18 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Jenson stated when the moratorium was approved by City Council it did exempt any residential projects that already had preliminary plat approval, which this project does, so it is allowed to continue forward to final plat. There was a fence that was approved along the north property line, so it would be expected that will still be required as it was part of the preliminary plat approval at that time.

Vice Chair Einck asked for comments from the Planning Commission.

- Commissioner Traffas asked for the reason they made the change from the one large apartment building to the apartment and townhomes. Mr. O'Keefe stated they saw an opportunity to provide a different type of housing that hadn't been previously approved and felt it would be addition to the development as a whole and would be well received.

Motion was made by Traffas, seconded by Kaluza to recommend to City Council approval of the amendment to conditional use permit #24-09 and the vacation of 207th Street right of way and the findings of fact subject to the following stipulations:

1. Implementation of the recommendations listed in the May 28, 2026 engineering report.

DRAFT

2. The 207th Street right-of-way vacation must be recorded in conjunction with the EB First Addition Final plat.
3. Prior to City Council consideration of the CUP amendment, the apartment building plans must be revised such that the "Efficiency Alcove" units remove the bedroom walls so as to meet the definition of an efficient dwelling unit or to increase the size of those same units to be at least 700 square feet as is required for one-bedroom units.

Ayes: Einck, Swaney, Traffas, Kaluza,

Nays: 0

5c. Authentix Lakeville Second Addition

Vice Chair Einck opened the public hearing to consider the application of EB Lakeville Development LLC for a preliminary plat of three outlots to be known at Authentix Lakeville Second Addition.

Will O'Keefe with Bader Development introduced the project.

Ms. Jenson presented the staff report. EB Lakeville Development LLC has submitted an application and plans for a preliminary and final plat to be known as Authentix Lakeville Second Addition. The plat consists of three outlots totaling 7.25 acres. The property is located north of 210th Street (CSAH 70) and west of Keokuk Avenue. One of the outlots is proposed to be used as a stormwater pond for the adjoining EB First Addition development.

Community Development Department staff recommend approval of the preliminary plat.

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swaney, seconded by Kaluza to close the public hearing at 6:26 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- There were no comments from the Planning Commission.

Motion was made by Swaney, seconded by Kaluza to recommend to City Council approval of the preliminary plat to be known as Authentix Lakeville Second Addition, subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated May 28, 2026.
2. The wetland delineation must be completed and approved prior to City Council consideration of the final plat.

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Kris Jenson, Planning Manager

Date: May 28, 2026

Subject: Packet Material for the June 4, 2026 Planning Commission Meeting

Agenda Item: 1. Amendment of Conditional Use Permit #24-09 for the construction of more than one principal residential building on one lot of record; and
2. Vacation of public right of way for 207th Street

Action Deadline: July 15, 2026

BACKGROUND

EB Lakeville Development LLC has submitted applications and plans to amend Conditional Use Permit #24-09 for the construction of more than one principal residential building on one lot of record and for the vacation of public right of way for 207th Street. A preliminary plat and conditional use permits for the Crown Lakeville Apartments project was approved by the City Council on October 21, 2024. EB Lakeville Development has taken over the project and made some changes which require the amendment of the CUP approved for multiple principal buildings on one lot. The right of way proposed for vacation was previously under Dakota County's jurisdiction and has been conveyed to Lakeville, requiring the vacation. The property is located north of 210th Street (CSAH 70) and west of Keokuk Avenue. The property currently includes a single-family home and is heavily wooded. The revised site plans have been submitted to the Engineering Division and Parks and Recreation Department for review.

At the time of preliminary plat approval, conditional use permits were also approved for an exception to the exterior materials requirements and the building height. The apartment building proposed for the site meets the

requirements approved with those conditional use permits and therefore those items are not addressed within this report.

EXHIBITS

A. Location Map
B. Zoning Map
C. Land Title Survey
D. Site Plan
E. Grading Plan
F. Landscape Plan
G. Apartment Enclosed Garage Plan (2 pages)
H. Apartment Floor Plans (2 pages – 1st & 2nd floor)
I. Studio & One-Bedroom floor plans
J. Right of Way Vacation

PLANNING ANALYSIS

CONDITIONAL USE PERMIT: CONSTRUCTION OF MORE THAN ONE PRINCIPAL RESIDENTIAL BUILDING ON ONE LOT OF RECORD.

Section 11-62-7 of the Zoning Ordinance allows multi-family buildings on a single parcel subject to approval of a conditional use permit, provided that the applicable provisions of Section 11-62-17 are met. The purpose of this requirement is to ensure that there is a mechanism in place by which common areas will be maintained. The Developer intends to maintain ownership of the site and buildings and will be responsible for all site maintenance costs.

The original site plan approved in conjunction with the preliminary plat and conditional use permits was for two multi-family buildings. The site plan has been revised to be one multi-family building and four row townhome buildings, each with six units. The pertinent changes to the site plan are addressed below. As was the case with the previous site design, the Developer intends to maintain ownership of the site and building and will be responsible for all site maintenance costs.

SITE PLAN

Floor Area Ratio. Section 11-62-13.B.2 of the Zoning Ordinance limits the floor area ratio for the proposed multiple family buildings to 0.7 as the subject site abuts property zoned RST-2 District to the north. The gross floor area of the proposed multi-family building is 147,862 square feet and the area of Lot 1 is 360,773 square feet, for a FAR of 0.41, which complies with Zoning Ordinance requirements.

Dwelling Units. The proposed buildings have a mix of studios, efficiency alcoves, one- and two-bedroom dwelling units, summarized in the table below:

	Min Floor Area Required	Proposed Floor Area	# of Units	% of Total Units
Studio	500 SF	507 SF	12	8%
Efficiency Alcove	700 SF	604 SF	10	7%
1 Bedroom	700 SF	700-867 SF	60	42.5%
2 Bedroom	800 SF	907-1,152 SF	60	42.5%

The floor plan of the Efficiency Alcove shows that the units have a separate bedroom (Exhibit H). The Zoning Ordinance includes a definition of efficiency units, which is:

"DWELLING, EFFICIENCY APARTMENT: A dwelling unit consisting of one principal room exclusive of bathroom, hallway, closets, or dining alcove."

The inclusion of a bedroom within the unit means that the Efficiency Alcove units do not meet the definition of an Efficiency Apartment Dwelling and therefore must be considered a one-bedroom unit. However, Section 11-17-13.B of the Zoning Ordinance requires one-bedroom units to have a minimum floor area of 700 square feet, which the Efficiency Alcove units do not meet. The Efficiency Alcove units must remove the bedroom walls from those units so that they meet the efficiency apartment definition, or the unit size is revised such that the unit has at least 700 square feet of floor area. Revised plans showing revisions such that the units meet the Zoning Ordinance requirements must be submitted to prior to City Council consideration of the conditional use permit amendment.

Development Density. Section 11-62-13 of the Zoning Ordinance requires townhomes within the RH-2 District to provide a minimum of 3,800 square feet of net lot area per unit, while multiple family uses must provide a minimum of 1,675 square feet of net lot area per dwelling unit. The area Lot 1, Block 1 is 8.28 acres or 360,773 square feet. Based on 24 townhome units (91,200 SF required) and 142 apartment units (237,850 SF required), the total minimum lot area required is 329,050 SF. As previously noted, the lot area of the development parcel is 360,773 SF, which complies with the Zoning Ordinance.

Parking. The apartment building includes two levels of underground parking so as to provide at least one parking space enclosed below the principal building as required by Section 11-19-13.A of the Zoning Ordinance. A total of 284 parking spaces are provided on site, which meets the requirement of two parking spaces per unit between the surface and enclosed parking spaces. The

townhome units each provide a two-car garage as well as two parking spaces on the driveway.

Grading, Drainage, Erosion Control and Utilities. City sanitary sewer and water is currently available to the site, which is within the current MUSA. All public utilities will be constructed by the developer to serve the proposed preliminary plat following final plat approval. Revised grading and utility plans have been submitted with the EB First Addition final plat plans. Grading, drainage, erosion control, and utility review comments are addressed in the engineering report prepared by Chloe Anderson, Civil Engineer and Mac Cafferty, Environmental Resources Manager, dated May 28, 2026. A copy of the engineering report is attached for reference.

Right of Way Vacation. Right of way for a future 207th Street extension was created by Dakota County in 2006, and the right of way was under their jurisdiction. Since that time, development in the area has changed the expected alignment of 207th Street and it will no longer connect with 210th Street, at least in this location and therefore the right of way isn't needed. Earlier this year, Dakota County transferred the jurisdiction of the right of way to the City, which now allows the right of way to be vacated.

RECOMMENDATION

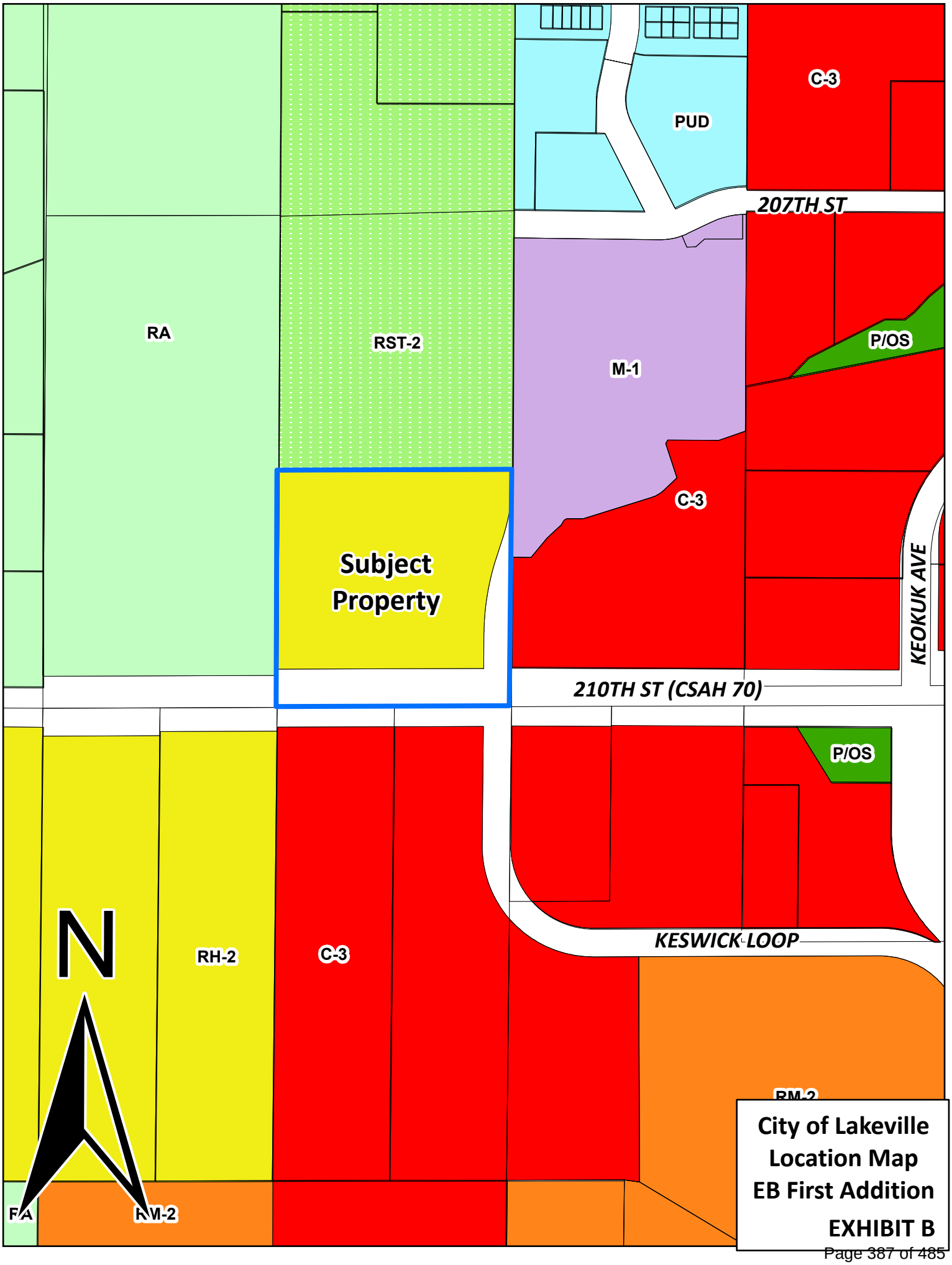
Community Development Department staff recommends approval of the amendment to conditional use permit #24-09 and the vacation of 207th Street right of way in conjunction with the EB First Addition plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the May 28, 2026 engineering report.
2. The 207th Street right of way vacation must be recorded in conjunction with the EB First Addition final plat.
3. Prior to City Council consideration of the CUP amendment, the apartment building plans must be revised such that the "Efficiency Alcove" units remove the bedroom walls so as to meet the definition of an efficient dwelling unit or to increase the size of those same units to be at least 700 square feet as is required for one-bedroom units.

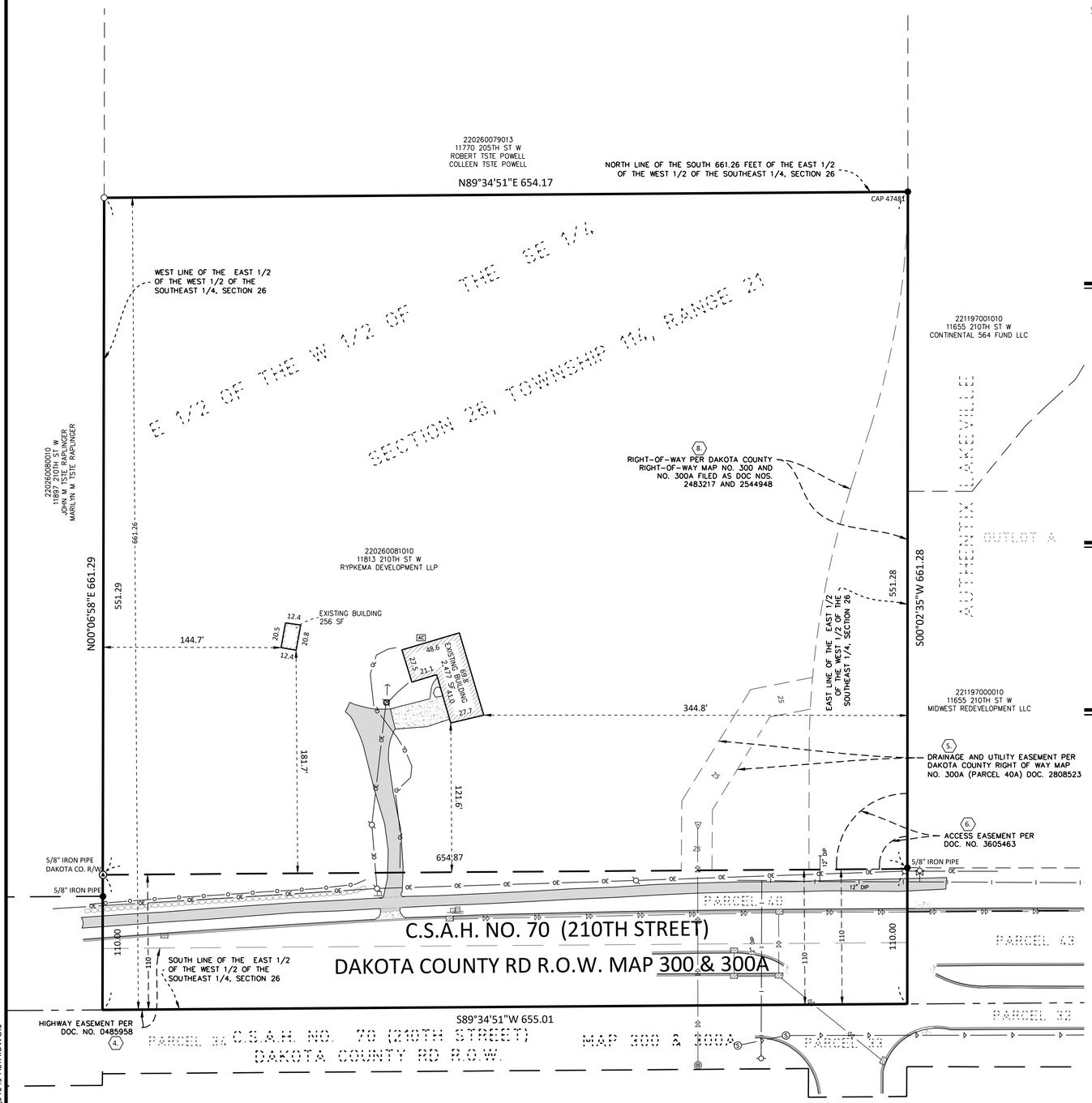
Findings of Fact in consideration of the conditional use permit amendment is attached.



City of Lakeville
Location Map
EB First Addition
EXHIBIT A



City of Lakeville
Location Map
EB First Addition
EXHIBIT B



SUBJECT PROPERTY

Description from title commitment:

The South 661.26 feet of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 26, Township 114, Range 21, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

The following notes correspond to the reference numbers listed in Schedule B, Section 2 of the title commitment. Items 1-3, 7, and 9-17 do not require surveyor comment.

4. A highway easement as shown in document filed March 25, 1977, as Document No. 0485958. **According to the description in said document, the easement lies within and burdens the surveyed property as shown hereon.**

5. A drainage and utility easement as shown in the Final Certificate filed July 7, 2011, as Document No. 2808523. **According to the description in said document, the easement lies within and burdens the surveyed property as shown hereon.**

6. A reciprocal permanent access easement as shown in the Reciprocal Easement, Covenants and Conditions Agreement, and the terms and conditions of said agreement, filed October 11, 2023, as Document No. 3605463. **The description of this easement lies within and burdens the surveyed property as shown hereon**.

8. Rights of the public and others entitled to the use of that portion of the land in Schedule A lying within the bounds of, including but not limited to: Any street, highway, road, and/or alley, as laid out, presently used, or dedicated. **As shown hereon.**

"TABLE A" NOTES

1. The survey shows property corner monuments or witness to the corner that were found during the field work, as well as property corner monuments or witness to the corner set by the surveyor at locations where there did not appear to be any evidence of an existing monument.
2. The address of the surveyed property is shown on the graphical portion of the survey.
3. The surveyed property lies within Flood Plain Zone X – 'Areas determined to be outside the 0.2% annual chance flood plain', as depicted by scaled map location and graphic plotting according to FEMA, FIRM Map No. 27037C013E dated 12/02/2011.
4. The gross land area of the surveyed property is 9.937 Acres or 432,853 Square Feet.

6a. **The zoning information has not been provided by the client.**

8. Visible substantial features observed in the process of conducting the fieldwork are shown hereon.
13. The names of adjoining land owners according to the current county tax records as of 01/13/2026 are shown on the survey.
17. No changes in street right of ways are proposed per Dakota County website accessed 01/13/2026. There is no observable evidence of recent street or sidewalk construction or repair.

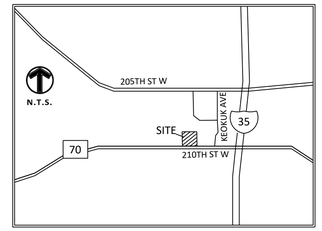
SURVEY NOTES

1. This survey was prepared utilizing Title Commitment No. 201581 C-1 By All American Title Company, LLC , bearing an effective date of 07/28/2025.
2. The bearing system is based on the Dakota County coordinate system, NAD83 (1986 Adjust), with an assumed bearing of S89°34'51"W for the South line of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 26 , Township 114 , Range 21.
3. There is no direct reference to the right-of-ways that burden the property in the recorded Dakota County Road ROW Maps 300 & 300A. Item 8 of Schedule B, Part II of the provided title commitment alludes to the rights of the public by any streets, highway, road or alley.

OBSERVED POSSIBLE ENCROACHMENTS

No apparent encroachments were observed when conducting the field work for this survey.

VICINITY MAP



NORTH

0 50 100

SCALE IN FEET

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- SET MONUMENT MARKED LS 47470
- GATE VALVE / HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- TRANSFORMER
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- GUARD POST
- SIGN
- GAS METER
- GAS MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- UNDERLYING / ADJACENT LOT
- TIE LINE
- SECTION LINE
- (100.00) DEED DISTANCE
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- OVERHEAD ELECTRICAL WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- WETLAND
- RETAINING WALL
- BLOCK RETAINING WALL
- STONE RETAINING WALL
- POND / WATER LINE
- FEMA FLOOD ZONE LINE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- TREE LINE
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- SPOT ELEVATION
- CONTOUR
- SOIL BORING
- REGULAR PARKING STALL COUNT
- TRAFFIC MARKERS

EXHIBIT C

CERTIFICATION

To EB Lakeville Development LLC, a Minnesota limited liability company; and All American Title Company LLC, as agent for Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 8, 13 and 17 of Table A thereof. The field work was completed on 01/12/2026.

Dated this 14th day of January, 2026.

Sambatek, Inc.

Glen A. Mullenbach
Minnesota License No. 47470
gmullenbach@sambatek.com

NO	DATE	BY	CKD	APPR	COMMENT
4	04/23/2026	GAM	GAM	GAM	CITY RESUBMITTAL

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DATE ISSUED 01/14/2026

DRAWN BY CDJ

DESIGNED BY

CHECKED BY GAM

PROJECT NO. 54149

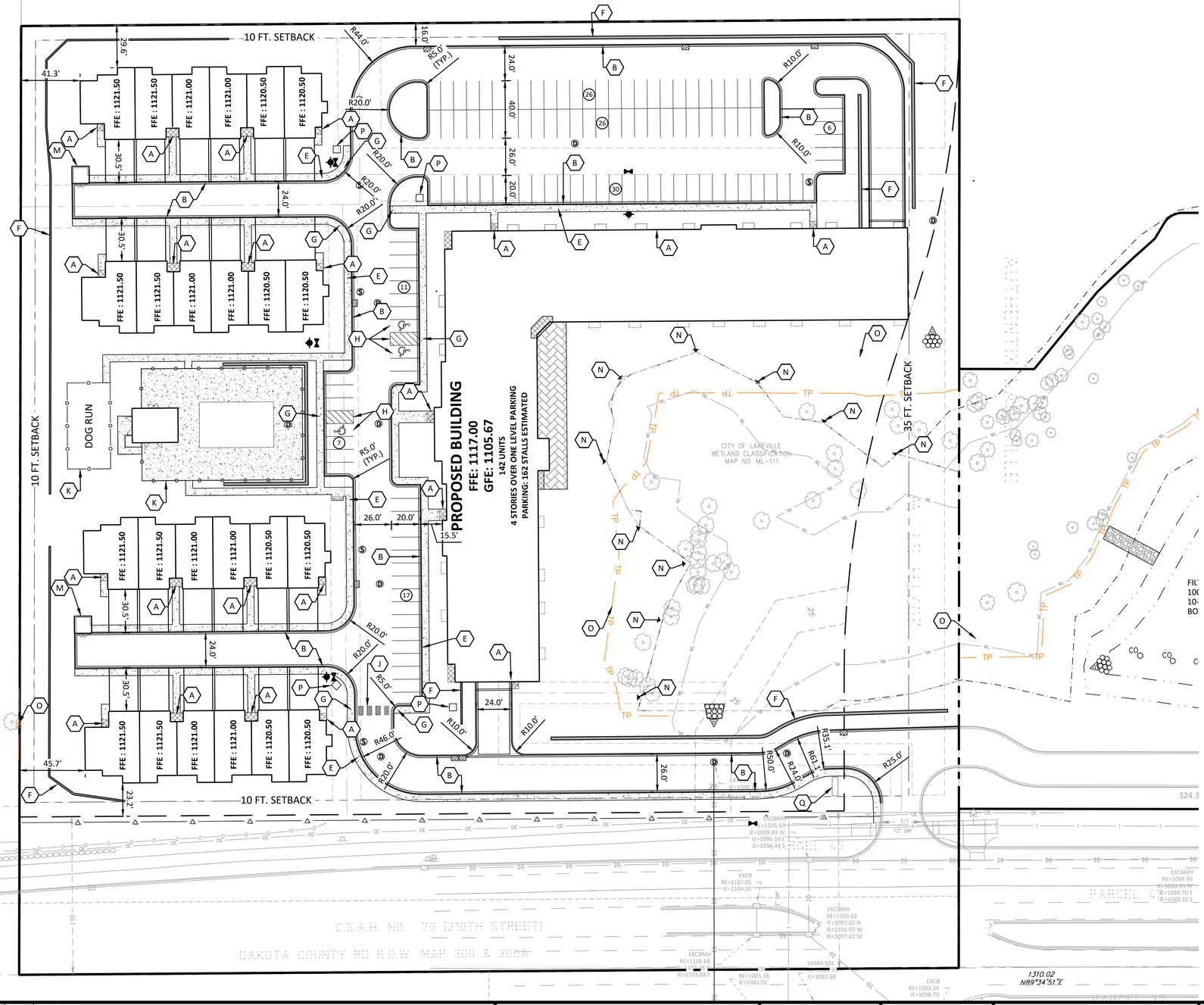
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ALTA/NSPS LAND TITLE SURVEY

EB LAKEVILLE, LLC
LAKEVILLE RYPKEMA PROPERTY DEVELOPMENT
11813 210TH ST W
LAKEVILLE, MINNESOTA

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LEGEND

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
		EASEMENT LINE
		BUILDING LINE
		RETAINING WALL
	WT	WET LAND
TP		TREE PROTECTION FENCE
		SAW CUT LINE
		SIGN
		NATURAL AREA SIGN
		BOLLARD
##		REGULAR PARKING STALL COUNT
1		KEYNOTE

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

DEVELOPMENT SUMMARY

AREA	
LOT1	8.28 AC
ROW	1.65 AC
LOT SUMMARY	
TOWNHOME UNITS	24 UNITS
APARTMENT UNITS	142 UNITS
PARKING SUMMARY	
INDOOR PARKING	161 SPACES
OUTDOOR PARKING	123 SPACES
TOWNHOME GARAGES	48 SPACES
TOWNHOME DRIVEWAYS	48 SPACES
TOTAL PARKING	380 SPACES
REQUIRED PARKING	
(166 UNITS X 2 SPACES/UNIT) = 332 SPACES	

SETBACKS	
FRONT YARD	10 FT
REAR YARD	10 FT
SIDE YARD (WEST)	10 FT
SIDE YARD (EAST)	35 FT
BETWEEN BUILDINGS	25 FT
MINIMUM LOT SIZE	20,000 SF
ZONING	
EXISTING ZONING	RH-2
PROPOSED ZONING	RH-2
FLOOR AREA RATIO (FAR)	
MAXIMUM ALLOWABLE FAR	0.70
PROPOSED FAR (147,862 SF / 8.28 AC)	0.41

KEY NOTES

A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
B. B-612 CONCRETE CURB AND GUTTER
C. FLAT CURB SECTION
D. CURB TRANSITION
E. CONCRETE SIDEWALK
F. SEGMENTAL BLOCK RETAINING WALL
G. ACCESSIBLE RAMP
H. ACCESSIBLE STALL STRIPING
I. ACCESSIBLE PARKING SIGN
J. CROSSWALK STRIPING
K. BLACK VINYL COATED CHAIN LINK FENCE
L. TRANSFORMER
M. TRASH ENCLOSURE
N. NATURAL AREA SIGN, (SEE DETAIL 6/L1.03)
O. TREE PROTECTION FENCE (SEE DETAIL 5/L1.03)
P. TRANSFORMER PAD
Q. MONUMENT SIGN

EXHIBIT D

NORTH

SCALE 0 40 80 IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
4	04/23/2026	CDC	MCA	MCA	CITY RESUBMITTAL

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

Print Name: MARK ANDERSON

Date 03/06/2026 License # 23450

PRELIMINARY
DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

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DESIGNED BY EC
CHECKED BY MA
PROJECT NO. 54149

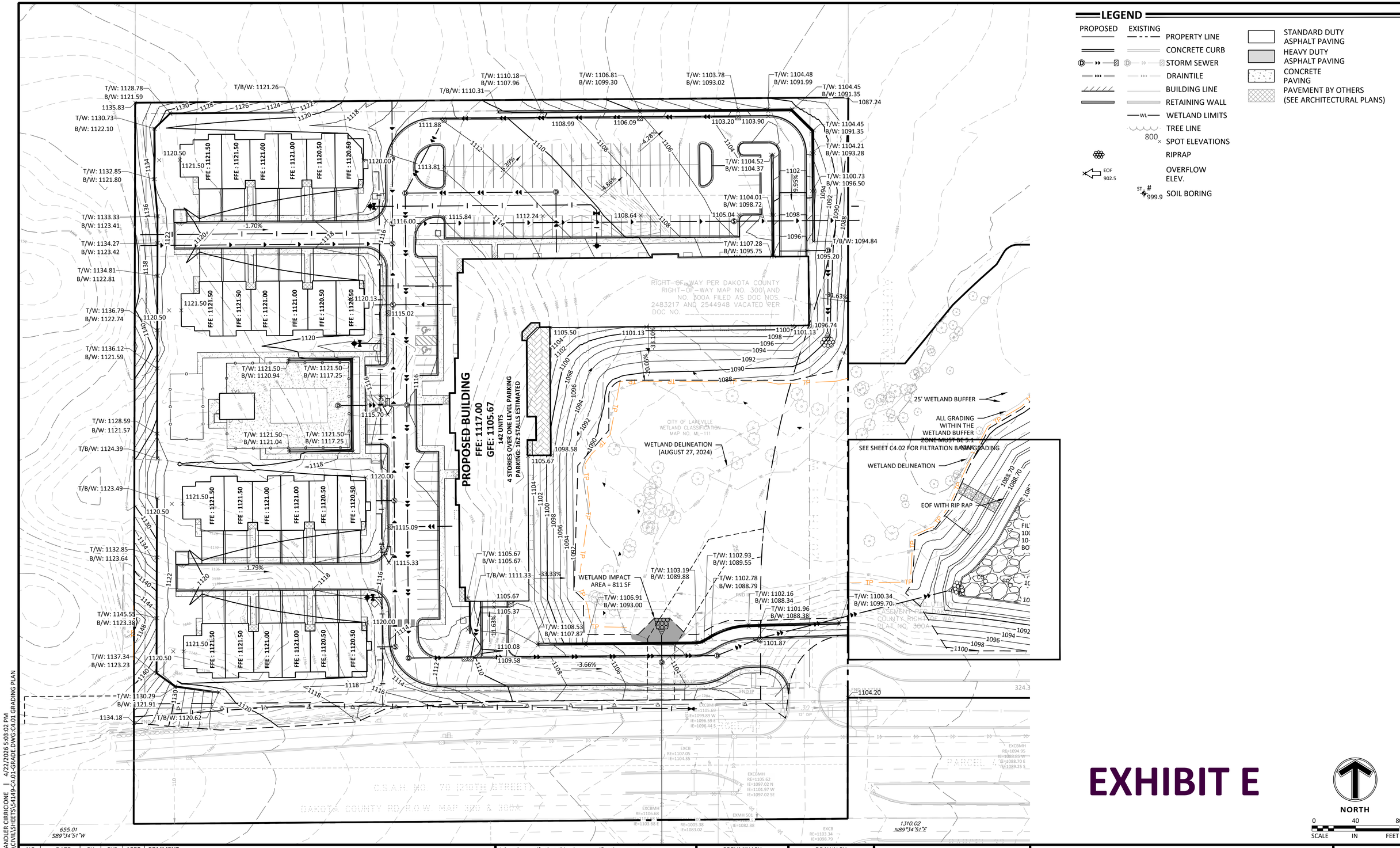
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SITE PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

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LEGEND

PROPOSED	EXISTING	
		PROPERTY LINE
		CONCRETE CURB
D	D	STORM SEWER
		DRAINTILE
		BUILDING LINE
		RETAINING WALL
	WL	WETLAND LIMITS
	800	TREE LINE / SPOT ELEVATIONS
		RIPRAP
EOF 902.5		OVERFLOW ELEV.
	ST # 999.9	SOIL BORING

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

EXHIBIT E

NORTH

0 40 80
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
2	02/16/2026	CDC	MCA	MCA	UPDATED WETLAND INFORMATION
4	04/23/2026	CDC	MCA	MCA	CITY RESUBMITTAL

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

Print Name: MARK ANDERSON

Date 03/06/2026 License # 23450

PRELIMINARY
DESIGN REVIEW
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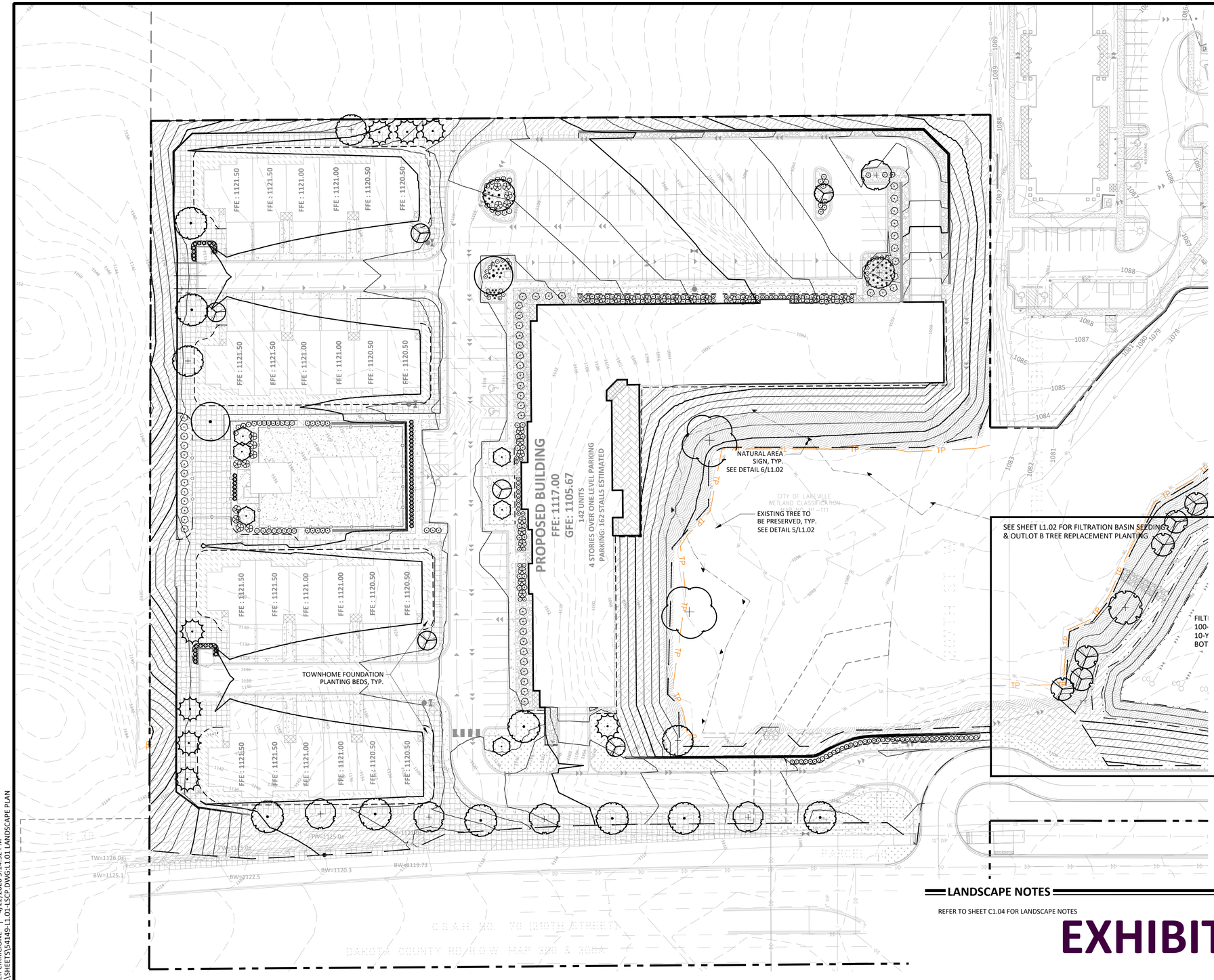
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GRADING PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

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LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
LANDSCAPE EDGING		
STORM SEWER		
SANITARY SEWER		
FORCEMAIN (SAN.)		
WATERMAIN		
YARDDRAIN		
LIMITS OF DISTURBANCE		
TREE PROTECTION FENCE	TP	
PRESERVED EXISTING TREE		
NATURAL AREA SIGN		
PIPE BOLLARD		
RIPRAP		

STANDARD DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

NORTH

0 40 80

SCALE IN FEET

LAKEVILLE LANDSCAPE CODE

Landscaping: Required landscaping for new residential subdivisions and commercial, industrial or institutional uses shall include plantings at the property perimeter, off street parking perimeter landscaping and interior landscape plantings as well as required residential buffer yard or transitional buffer zone plantings.

Off Street Parking Areas: All off street parking areas with five (5) or more parking spaces or any parking area within twenty feet (20') of a residential zoning district shall be screened from view as follows:

1. Installation of shade, ornamental and/or evergreen trees at the perimeter of the parking area in accordance with the spacing requirements of subsections A and C of this section.

All rooftop and ground mounted mechanical equipment of residential buildings having five (5) units or more and of nonresidential buildings shall comply with the following standards:

A. All rooftop and ground mounted mechanical equipment shall be screened so as to mitigate noise in compliance with section 11-16-25 of this title.

B. All rooftop and ground mounted mechanical equipment shall be designed (including exterior color) and located so as to be aesthetically harmonious and compatible with the building. Screening of and landscaping around the equipment may be required where the design, color, and location of the equipment are found to not effectively buffer noise or provide aesthetic harmony and compatibility. Screening shall be constructed of durable materials which are aesthetically compatible with the structure and which may be an integral part of the structure. Applicable requirements for access to the equipment shall be observed in the design and construction of the screening.

C. Rooftop mechanical equipment less than three feet (3') in height may be exempt from screening requirements by the zoning administrator. (Ord. 674, sec. 1, 7-17-2000)

PLANT SCHEDULE

PLANT SCHEDULE					
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
TREES					
	SG	Acer freemanii 'Sienna Glen' / Sienna Glen Maple	B & B	2.5"Cal	2
	RB	Betula nigra 'Cully' TM / Heritage Birch	B & B	2.5"Cal	9
	GB	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2.5"Cal	5
	HL	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B & B	2.5"Cal	10
	SO	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	5
	BO	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	4
	SAT	Salix alba 'Tristis' / Golden Weeping Willow	B & B	2.5"Cal	2
		SUBTOTAL:			37
CONIFERS					
	JSB	Juniperus scopulorum 'Blue Arrow' / Blue Arrow Juniper	B & B	8'	57
	BS	Picea glauca densata / Black Hills Spruce	B & B		8
		SUBTOTAL:			65
ORN. TREES					
	CAL	Cornus alternifolia / Pagoda Dogwood	B & B	2" CAL.	6
	SS	Malus x 'Spring Snow' / Spring Snow Crab Apple	B & B	2"Cal	4
	IL	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B & B	2"Cal	2
		SUBTOTAL:			12
SHRUBS					
	YD	Cornus alba 'Bud's Yellow' / Bud's Yellow Dogwood	5 gal	24" MIN	38
	CD	Cornus sericea 'Alleman's Compact' / Dwarf Red Twig Dogwood	5 gal	24" MIN	69
	MJ	Juniperus chinensis 'Mint Julep' / Mint Julep Juniper	#5	18"	41
	SW	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	#5	24"	50
	PT	Potentilla fruticosa 'Fargo' TM / Fargo Potentilla	#5	18"	62
	GL	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	#5	12"	52
		SUBTOTAL:			312
GRASSES					
	LBS	Schizachyrium scoparium 'Blue Heaven' / Blue Heaven Little Bluestem	#1		47
		SUBTOTAL:			47
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT		
GROUND COVERS					
	HM	Double Shredded Hardwood Mulch / Natural Color	Mulch		
	SB	MNDOT Seed Mix Southern Boulevard / Formerly MNDOT seed mix 25-131	Seed		
	SSR	MNDOT Seed Mix Southern Shortgrass Roadside / Formerly MNDOT Seed Mix 35-221/36-211	Seed		
	WO	MNDOT Seed Mix Wet Ditch / Formerly MNDOT Seed Mix 33-261	Seed		
	RM	Rock Mulch / 1.5" BUFF LIMESTONE	Rock		
	FP	Townhome Foundation Planting Area			
	TLR HG	Turf Sod Highland Sod / Sod	Sod		

LANDSCAPE NOTES

REFER TO SHEET C1.04 FOR LANDSCAPE NOTES

EXHIBIT F

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
4	04/23/2026	SG	DR	DR	CITY RESUBMITTAL

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

Print Name: DAN REBOK

Date _____ License # 56877

PRELIMINARY

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY SIG

DESIGNED BY SIG

CHECKED BY DCR

PROJECT NO. 54149

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LANDSCAPE PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

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27 OF 30
REV. 4

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1 APARTMENT BUILDING LOWER LEVEL 2 GARAGE PLAN

SCALE: 1/16" = 1'-0"

0 8' 16' 32'

N

EXHIBIT G

studio 785
architecture + design
7433 AVONDALE PARK
BARNHART, MO 63012
636.751.4798 P
CREITZEL@STUDIO-785.COM E

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CONSULTANT:

PRELIMINARY
NOT FOR CONSTRUCTION

NAME
LICENSE #

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EB LAKEVILLE
11813 210TH STREET W
LAKEVILLE, MN 55044

OWNER:
EB LAKEVILLE DEVELOPMENT LLC
3020 FRANCE AVENUE
ST. LOUIS PARK, MN 55416

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ISSUE DESCRIPTION	DATE
DESIGN DEVELOPMENT	

REVISIONS	
DESCRIPTION	DATE

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

SCALE: AS NOTED

PROJECT NUMBER:

SHEET NO:
A100

SHEET TITLE:
OVERALL BUILDING PLANS

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1 APARTMENT BUILDING LOWER LEVEL 1 GARAGE PLAN
SCALE: 1/16" = 1'-0"

N

0 8' 16' 32'

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architecture + design
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BARNHART, MO 63012
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EB LAKEVILLE
11813 210TH STREET W
LAKEVILLE, MN 55044

OWNER:
EB LAKEVILLE DEVELOPMENT LLC
3020 FRANCE AVENUE
ST. LOUIS PARK, MN 55416

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ISSUE DESCRIPTION	DATE
DESIGN DEVELOPMENT	

REVISIONS	
DESCRIPTION	DATE

1" ACTUAL

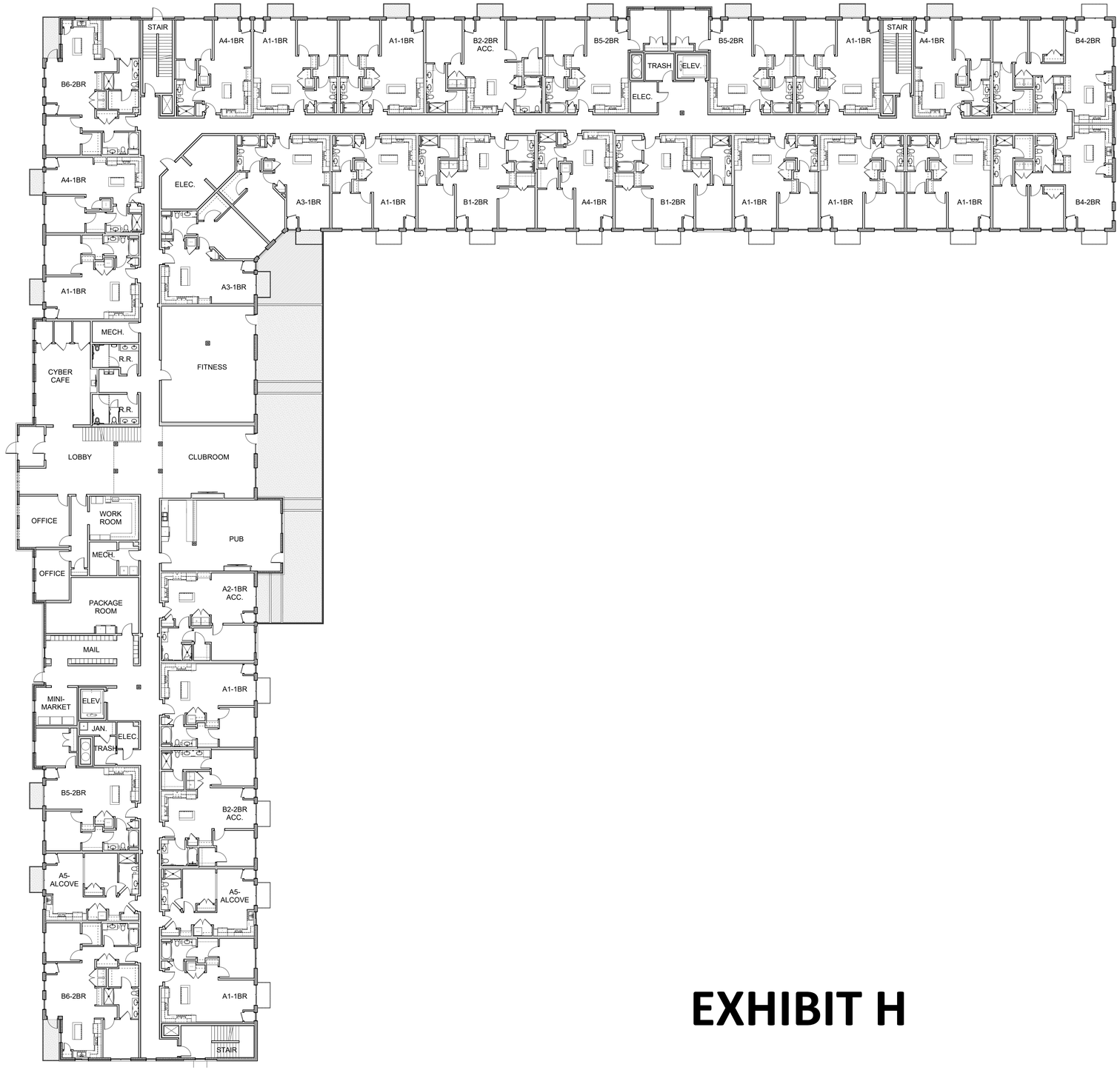
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SCALE: AS NOTED
PROJECT NUMBER:

SHEET NO:
A101

SHEET TITLE:
OVERALL BUILDING PLANS

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1 APARTMENT BUILDING FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

N

0 8' 16' 32'

EXHIBIT H

studio 785
architecture + design
7433 AVONDALE PARK
BARNHART, MO 63012
636.751.4798 P
CREITZEL@STUDIO-785.COM E

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CONSULTANT:

PRELIMINARY
NOT FOR CONSTRUCTION

NAME
LICENSE #

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ISSUE DESCRIPTION	DATE
DESIGN DEVELOPMENT	

REVISIONS

DESCRIPTION	DATE

1" ACTUAL

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SCALE: AS NOTED

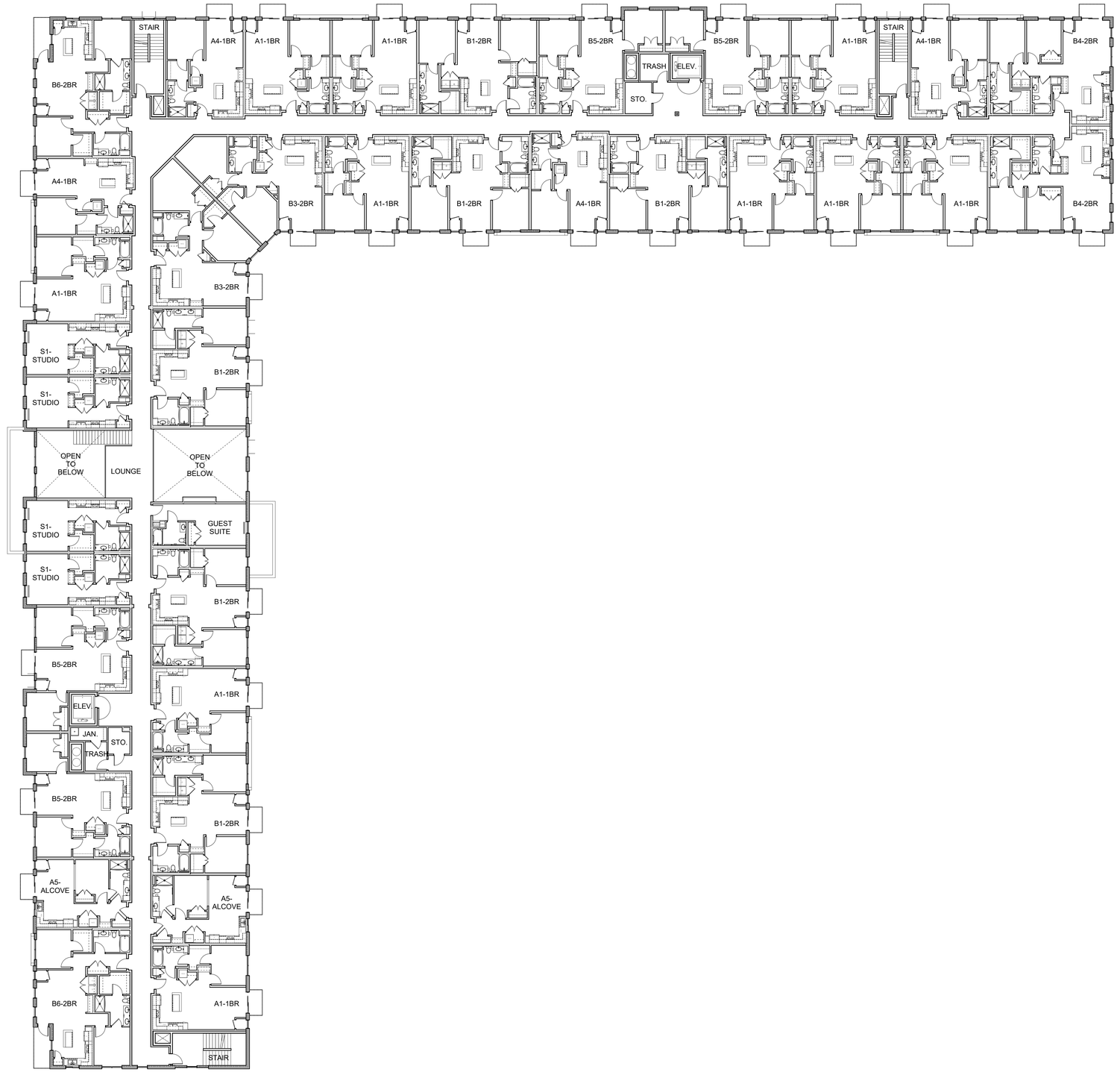
PROJECT NUMBER:

SHEET NO:
A102

SHEET TITLE:
OVERALL BUILDING PLANS

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1 APARTMENT BUILDING SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

0 8" 16" 32"

N

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architecture + design
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DESIGN DEVELOPMENT	

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DESCRIPTION	DATE

1" ACTUAL

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SCALE: AS NOTED

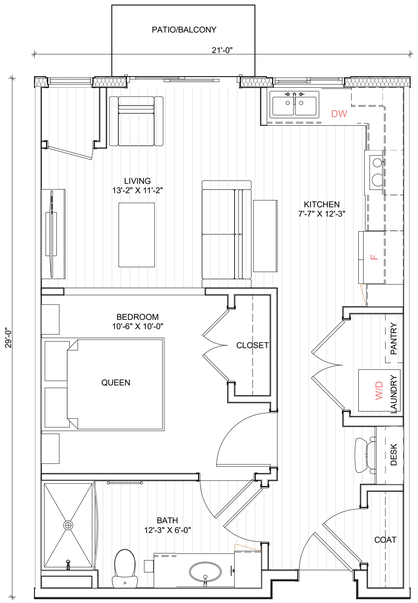
PROJECT NUMBER:

SHEET NO:
A103

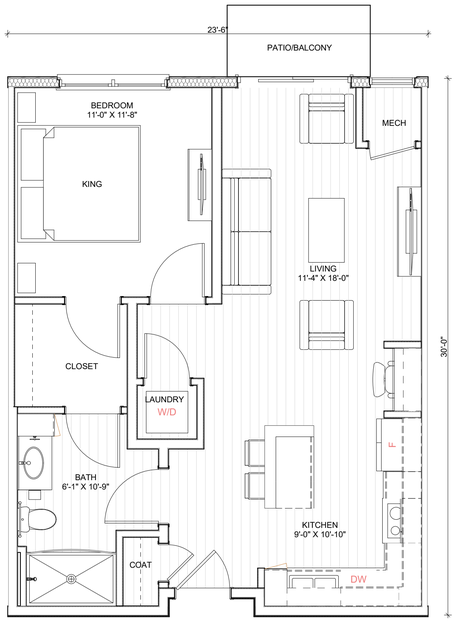
SHEET TITLE:
OVERALL BUILDING PLANS

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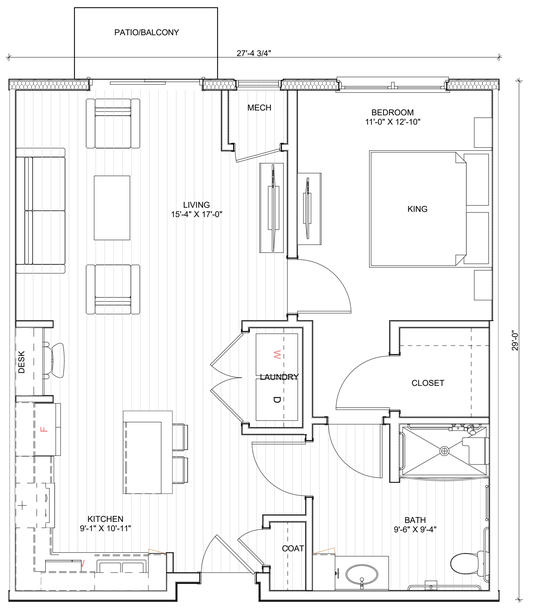
5 A5 - ALCOVE (EFFICIENCY) 604 SF
SCALE: 1/4" = 1'-0" QUANTITY: 10
0 2' 4' 8'



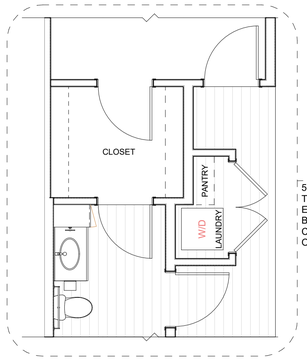
5 A4 - 1 BEDROOM 1 BATH 700 SF
SCALE: 1/4" = 1'-0" QUANTITY: 16
0 2' 4' 8'



4 A3 - 1 BEDROOM 1 BATH 867 SF
SCALE: 1/4" = 1'-0" QUANTITY: 3
0 2' 4' 8'

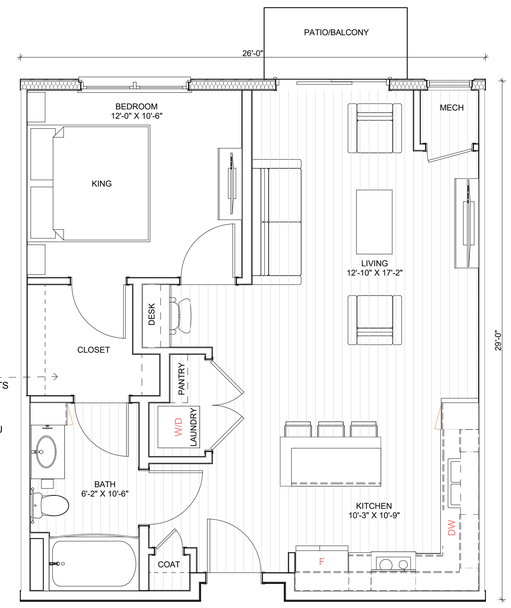


3 A2 - 1 BEDROOM 1 BATH (ACCESSIBLE) 795 SF
SCALE: 1/4" = 1'-0" QUANTITY: 1
0 2' 4' 8'

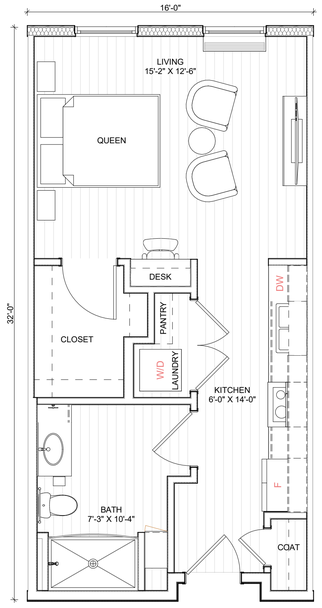


50% OF A1 UNITS TO HAVE ENLARGED BEDROOM CLOSET IN LIEU OF DESK.

EXHIBIT I



2 A1 - 1 BEDROOM 1 BATH 749 SF
SCALE: 1/4" = 1'-0" QUANTITY: 40
0 2' 4' 8'



1 S1-STUDIO 507 SF
SCALE: 1/4" = 1'-0" QUANTITY: 12
0 2' 4' 8'

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architecture + design
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BARNHART, MO 63012
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DESIGN DEVELOPMENT	

REVISIONS

DESCRIPTION	DATE

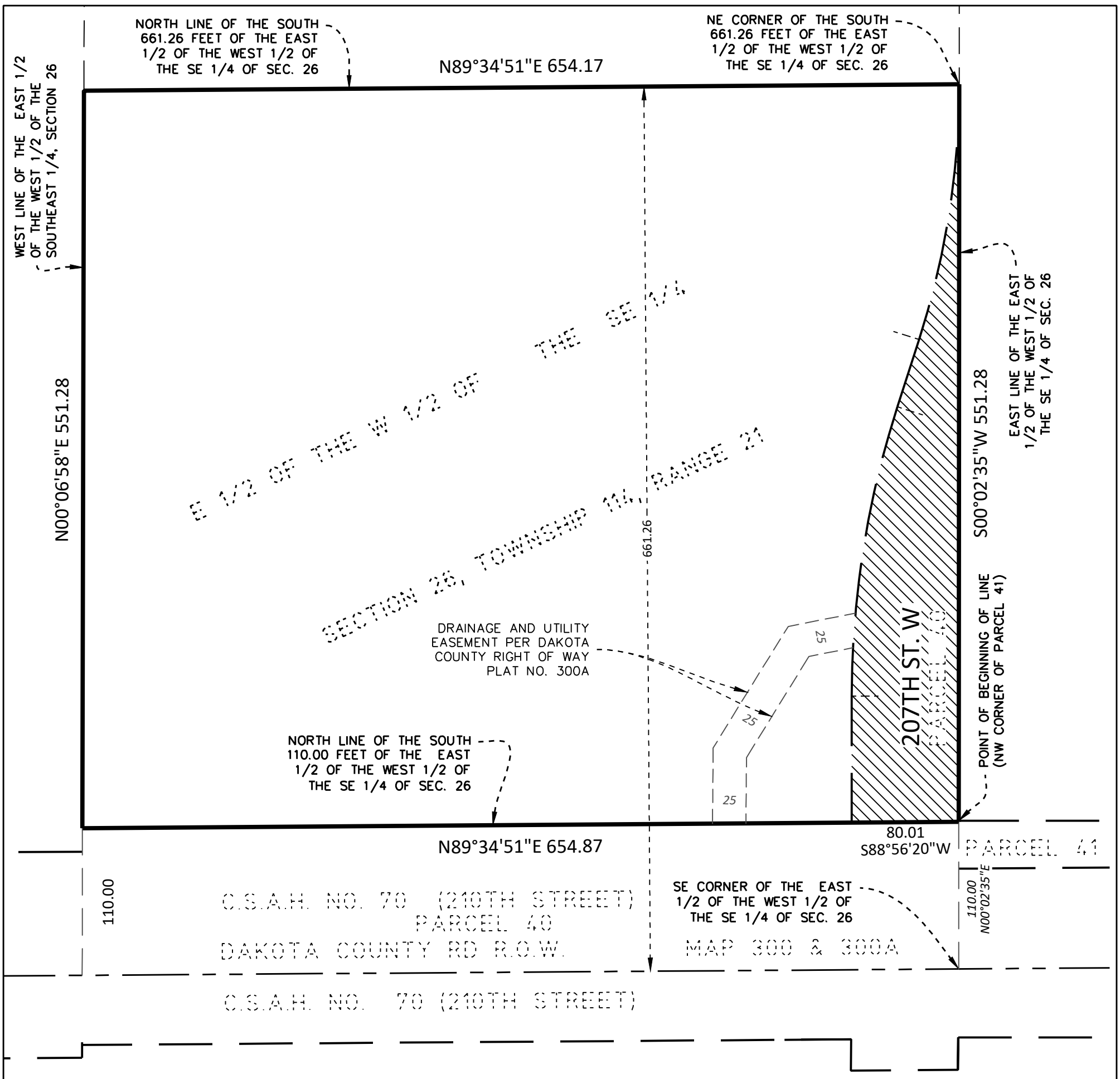
1" ACTUAL

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SCALE: AS NOTED
PROJECT NUMBER:

SHEET NO:
A200

SHEET TITLE:
UNIT PLANS



DESCRIPTION

PARCEL DESCRIPTION:

The South 661.26 feet of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 26, Township 114, Range 21, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

RIGHT-OF-WAY TO BE VACATED:

That part of Parcel 40, as shown on Dakota County Road Right of Way Map No. 300, according to the recorded map thereof, Dakota County, Minnesota lying north of the following described line:

Beginning at the northwest corner of Parcel 41 as shown on said Dakota County Road Right of Way Map No. 300; thence South 88 degrees 56 minutes 20 seconds West a distance of 80.01 feet to a corner of said Parcel 40 on the north line of the south 110.00 feet of the East Half of the West Half of the Southeast Quarter of Section 26, Township 114 North, Range 21 West and said line there terminating. For purposes of this legal, said north line of the south 110.00 feet of the East Half of the West Half of the Southeast Quarter is assumed to bear North 89 degrees 34 minutes 51 seconds East.

Said easement contains approximately 26,184 square feet.

LEGEND

RIGHT-OF-WAY TO BE VACATED

EXHIBIT J

NORTH

0 80

SCALE IN FEET

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

EB LAKEVILLE, LLC
EB FIRST ADDITION
LAKEVILLE, MN
ROW VACATION EXHIBIT

Designed:
Drawn: GAM
Approved: GAM
Issued: 02/05/2026
Rev.: 1
Date: 03/27/2026

Sheet Number
1
Project No.
54149

Mar 27, 2026 - 3:58pm - User:gmullenbach L:\PROJECTS\54149\CAD\Survey\Exhibits\54149-ROW VAC.dwg

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Chloe Anderson, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Zach Jorgenson, City Forester

Copy: Zach Johnson, City Engineer
Jonathan Nelson, Assistant City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: May 28, 2026

Subject: EB First Addition CUP and Right-of-Way Vacation

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

BACKGROUND

EB Lakeville Development, LLC has submitted a conditional use permit amendment for a plat named EB First Addition and plans for the construction of a 142-unit apartment complex and four 6-unit townhome buildings resulting in a total of 166 units on site. The request also includes the vacation of public right of way for 207th Street. The proposed development is located north of and adjacent to 210th Street (CSAH 70) and west of Keokuk Ave. The parent parcel consists of one metes and bounds parcel in Section 26, Township 114, Range 21 (PID No. 220260081010) zoned RH-2, Multiple Family Residential District.

The final plat consists of one lot within one block on 9.94 acres.

The proposed development will be completed by:

Developer:	EB Lakeville Development, LLC
Engineer/Surveyor:	Sambatek

SITE CONDITIONS

The EB Lakeville Development site contains undeveloped land with one pre-existing homestead and an accessory building that will be demolished prior to site development. A wetland complex is located on the east side of the property. The land generally slopes from the west to the east. An overhead utility line is located adjacent to the south property line of the parent parcel.

EASEMENTS

Several easements for highway, stormwater, and utility purposes exist across the parent parcel and will remain with the development improvements. A drainage and utility easement shall be established with the final plat encompassing the public watermain through the site.

STREET AND SUBDIVISION LAYOUT

210th Street (CSAH 70)

EB Lakeville Development is located north of and adjacent to 210th Street, a Principal Arterial roadway as identified in the City's Comprehensive Transportation Plan. The Dakota County Plat Commission reviewed the proposed development at its June 21, 2023 meeting and recommended approval.

Dakota County controls the right-of-way requirements and access locations along 210th Street. The current Dakota County Plat Review Needs Map identifies 210th Street as a 4-lane divided roadway with a half right-of-way requirement of 75-feet adjacent to the development. The Developer is dedicating the necessary right-of-way for 210th Street with the EB First Addition final plat.

Right of Way Vacation

Earlier this year, Dakota County conveyed the right of way for 207th Street, located at the southeast corner of the subject parcel, to the City's jurisdiction so that it could be vacated in conjunction with the EB First Addition final plat. The future alignment of 207th Street has changed since 2006 when the 207th Street right of way was established by Dakota County in 2006.

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

The Park Dedication Fee has not been collected on the parent parcel and shall be satisfied through a cash contribution that shall be paid with the final plat.

UTILITIES

SANITARY SEWER

EB Lakeville Development is located within sub-district SC-13440 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

Private sanitary sewer service hookups were extended from the public sanitary sewer to the south side of the subject parcel for development of the property with the development of EB Lakeville units.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid with the final plat. The fee will be based on the current rate in effect at the time of final plat approval.

WATERMAIN

A service stub was provided with the development of EB Lakeville from the 12-inch watermain along 210th Street within the City's Normal Pressure Zone. Public trunk watermain will be extended through the site in accordance with the City's Comprehensive Water Plan. The developer will be eligible for a credit to the cash requirements for the cost to oversize as compared to an 8-inch watermain.

Final locations and sizes of all sanitary sewer and watermain facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

OVERHEAD LINES

An overhead electric transmission line and poles are located along the north side of 210th Street on the parent parcel. The Developer will be required to remove the poles and place the utilities underground when the preliminary plat is developed, consistent with the City's Public Ways and Property Ordinance or provide a security for their share of the costs to bury the overhead utility adjacent to the plat.

DRAINAGE AND GRADING

EB Lakeville Development is located within subdistrict ML-085 of the Lake Marion District of the City's Comprehensive Water and Natural Resources Management Plan.

This development will convey stormwater runoff towards a filtration basin located within adjacent parcel to the east to be constructed in conjunction with EB Lakeville Final Plat. Prior to final plat approval, the final grading plan must be reviewed to be consistent with City Ordinance requirements.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificates of Occupancy will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

STORM SEWER

EB 1st Addition includes the construction of private storm sewer systems to be located within Lot 1, Block 1 and will collect and convey stormwater runoff generated from within the development off-site to adjacent parcel located within Authentix 2nd Addition Final Plat.

The Storm Sewer Area Charge has not been collected on the parent parcel and must be paid with the final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

EB Lakeville Development is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation by FEMA, the plat is not located within a Special Flood Hazard Area (SFHA).

WETLANDS

A wetland delineation report was reviewed in the field and was approved September 4, 2024. One wetland was identified on the site. The project is proposing to impact 1,652 square feet of wetland. The project is eligible for the de minimis exemption based on the information provided and the wetland de minimis application for the areas outlined in the report have been determined to be acceptable for use in implementing the Wetland Conservation Act. The wetland and required buffer will be placed in a conservation easement to be dedicated with the final plat. Natural area signs will be placed along the easement that contains the wetland and wetland buffer. Final locations of signs will be determined with final plat. The plan must be revised to reduce impacts to the wetland buffer prior to final plat.

TREE PRESERVATION

Because the tree inventory was prepared with the preliminary plat, which was approved by the City Council in late 2024, the site is not subject to the current tree preservation requirements. The plan identifies 519 total trees on site and proposes to save 24 trees (4.6%). Measures to protect significant trees as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, are to be installed prior to the start of tree removals or other site work and maintained throughout construction. Minor changes may result in additional removals or saves based on location or condition of the tree.

All "save" trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as maintaining the SWPPP for the site during construction. The permit requires that any changes made throughout construction must be documented in the SWPPP.

The developer is responsible for establishment of all slopes adjacent to the wetland and buffer. The area will be established with native vegetation. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has not been collected on the parent parcel and must be paid with the final plat or at the time a grading permit is issued, if done prior to final plat.

RECOMMENDATION

Engineering recommends approval of the, site plan, grading and erosion control plan, and utility plan for EB First Addition, subject to the requirements and stipulations within this report.

Date: 6/15/2026

Authentix Lakeville Second Addition Preliminary Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve the preliminary plat of Authentix Lakeville Second Addition.

Overview

EB Lakeville Development LLC has submitted applications and plans for the preliminary plat of Authentix Lakeville Second Addition, which proposes three outlots on 7.25 acres located north of 210th Street (CSAH 70) and west of Keokuk Avenue. One of the outlots is proposed to contain a stormwater management pond that will serve the EB First Addition development of 142 apartments and 24 townhomes on the parcel to the west.

The Planning Commission held a public hearing at its June 4, 2026 meeting. There was no public comment. The Planning Commission voted unanimously to approve the preliminary plat, subject to three stipulations.

Supporting Information

1. Preliminary Plat Resolution
2. June 4, 2026 draft Planning Commission minutes
3. May 28, 2026 Planning report
4. May 28, 2026 - revised June 5, 2026 Engineering report

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-____

RESOLUTION APPROVING THE PRELIMINARY PLAT OF AUTHENTIX LAKEVILLE SECOND ADDITION

WHEREAS, EB Lakeville Development LLC has requested preliminary plat approval of three outlots to be known as Authentix Lakeville Second Addition, legally described as Outlot A, Authentix Lakeville; and

WHEREAS, the Planning Commission held a public hearing at its June 4, 2026 meeting, preceded by notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements and is acceptable to the City;

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

The Authentix Lakeville Second Addition preliminary plat is hereby approved subject to the following conditions:

1. Implementation of the recommendations listed in the engineering report dated May 28, 2026, revised 5, 2026.

2. The wetland delineation must be completed and approved prior to City Council consideration of the final plat.

3. A stormwater maintenance agreement shall be approved by the City Council with the approval of the final plat.

ADOPTED by the Lakeville City Council this **15th** day of **June 2026**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Taylor Snider, Deputy City Clerk

2. The 207th Street right-of-way vacation must be recorded in conjunction with the EB First Addition Final plat.
3. Prior to City Council consideration of the CUP amendment, the apartment building plans must be revised such that the "Efficiency Alcove" units remove the bedroom walls so as to meet the definition of an efficient dwelling unit or to increase the size of those same units to be at least 700 square feet as is required for one-bedroom units.

Ayes: Einck, Swaney, Traffas, Kaluza,

Nays: 0

5c. Authentix Lakeville Second Addition

Vice Chair Einck opened the public hearing to consider the application of EB Lakeville Development LLC for a preliminary plat of three outlots to be known at Authentix Lakeville Second Addition.

Will O'Keefe with Bader Development introduced the project.

Ms. Jenson presented the staff report. EB Lakeville Development LLC has submitted an application and plans for a preliminary and final plat to be known as Authentix Lakeville Second Addition. The plat consists of three outlots totaling 7.25 acres. The property is located north of 210th Street (CSAH 70) and west of Keokuk Avenue. One of the outlots is proposed to be used as a stormwater pond for the adjoining EB First Addition development.

Community Development Department staff recommend approval of the preliminary plat.

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swaney, seconded by Kaluza to close the public hearing at 6:26 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- There were no comments from the Planning Commission.

Motion was made by Swaney, seconded by Kaluza to recommend to City Council approval of the preliminary plat to be known as Authentix Lakeville Second Addition, subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated May 28, 2026.
2. The wetland delineation must be completed and approved prior to City Council consideration of the final plat.

DRAFT

3. A stormwater maintenance agreement shall be approved by the City Council with the approval of the final plat.

Ayes: Swaney, Traffas, Kaluza, Einck

Nays: 0

There being no further business, the meeting was adjourned at 6:27 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: May 28, 2026
Subject: Packet Material for the June 4, 2026 Planning Commission Meeting
Agenda Item: Authentix Lakeville Second Addition Preliminary Plat
Action Deadline: July 15, 2026

BACKGROUND

EB Lakeville Development LLC has submitted an application and plans for a preliminary and final plat to be known as Authentix Lakeville Second Addition. The plat consists of three outlots totaling 7.25 acres. The property is located north of 210th Street (CSAH 70) and west of Keokuk Avenue. One of the outlots is proposed to be used as a stormwater pond for the adjoining EB First Addition development. The plans have been reviewed by the Engineering, Environmental Resources, Forestry, and Parks and Recreation staff.

EXHIBITS

A. Location Map
B. Zoning Map
C. Preliminary Plat
D. Final Plat
E. Certificate of Survey
F. Grading Plan
G. Utility Plan
H. Tree Inventory
I. Landscape Plan
J. April 9, 2026 Dakota County Plat Commission letter

PLANNING ANALYSIS

Comprehensive Plan. The property is located in Planning District No. 6 of the 2040 Comprehensive Land Use Plan and is within the current Metropolitan Urban Service Area (MUSA). City municipal services, including sanitary sewer service, are available to serve the property. The subject property is guided C, Commercial in the 2040 Comprehensive Land Use Plan.

Zoning and Surrounding Uses. The property is zoned C-3, General Commercial District. The proposed project is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Authentix Lakeville townhomes	CMU, Corridor Mixed Use	M-1, Mixed Use I-35 Corridor
South	210th St (CSAH 70), Candlewood Suites, vacant property	C, Commercial	C-3, General Commercial
East	Lakeville Inn hotel, Suite Living facility	C, Commercial	C-3, General Commercial
West	Proposed EB Lakeville multi-family housing site	HDR, High Density Residential	RH-2, Multiple Family Residential District

Existing Site Conditions. The site is primarily undeveloped; a private frontage road has been constructed along the south side of the property that will provide access for the EB First Addition plat to Keokuk Avenue upon completion of the remaining segment just east of the Authentix Lakeville Second Addition plat boundary.

Outlots. The preliminary plat of Authentix Lakeville Second Addition consists of three outlots.

Outlot A is 4.35 acres and will be retained by the property owner for future development. At the time of development, a preliminary plat will be required and the wetland and required buffers must be deeded to the City at the time the parcel is platted into lots and blocks. The area of the outlot outside of the wetland meets the minimum lot width and area requirements of the C-3 District.

Outlot B is 1.21 acres and will be used to provide stormwater management for the EB First Addition development. A Stormwater Maintenance Agreement (SMA) is required to be approved by the City Council in conjunction with the final plat.

Outlot C is 1.7 acres and contains a wetland and required buffers and will be deeded to the City with the final plat.

Streets. The plat is directly adjacent to 210th Street (CSAH 70), though direct access to 210th Street from the parcels is restricted by Dakota County. A private frontage road was constructed in 2023 to provide access from this parcel to 210th Street and Keokuk Avenue.

The Dakota County Plat Commission reviewed the plat at their April 8, 2026 meeting. The April 9, 2026 Plat Commission letter is attached as Exhibit J.

Grading, Drainage and Utilities. City sanitary sewer and water are currently available to the site, which is within the current MUSA. Grading, drainage, erosion control, and utility plans were submitted with the preliminary plat plans and are reviewed in the engineering report prepared by Chloe Anderson, Project Engineer and Mac Cafferty, Environmental Resources Manager. See the May 28, 2026 Engineering memo for additional information.

Wetlands. A wetland delineation was previously approved for the site but expired in 2025. A new delineation is in progress and must be completed and approved prior to City Council consideration of the final plat. At the time Outlot A is platted into lots and blocks, the wetland and required buffers must be placed within an outlot that is deeded to the City.

Tree Inventory/Landscape Plan. Exhibit H includes the inventory of trees of the proposed Outlot B. Because the property has commercial zoning, there is a 70% removal threshold. Per the calculations, at least 32.7 inches must be replaced on the site. Exhibit I indicates that 14 Heritage Birch and Swamp White Oak trees will be planted around the perimeter of the stormwater pond, providing 35 inches (14 trees at 2.5 inches each), to meet the required tree replacement.

Park Dedication. The Authentix Lakeville Second Addition plat boundary is at the edge of a neighborhood park service area that is primarily located south of CSHA 70. Cash in lieu park dedication fees can only be collected when a parcel is platted into lots and blocks and therefore will not be collected with the Authentix Lakeville Second Addition final plat.

Trails and Sidewalks. No trails or sidewalks are proposed with this plat; there is a 10-foot-wide bituminous path along the north side of 210th Street, which provides a pedestrian connection from the proposed EB First Addition development to the west with the commercial area along Keokuk Avenue.

RECOMMENDATION

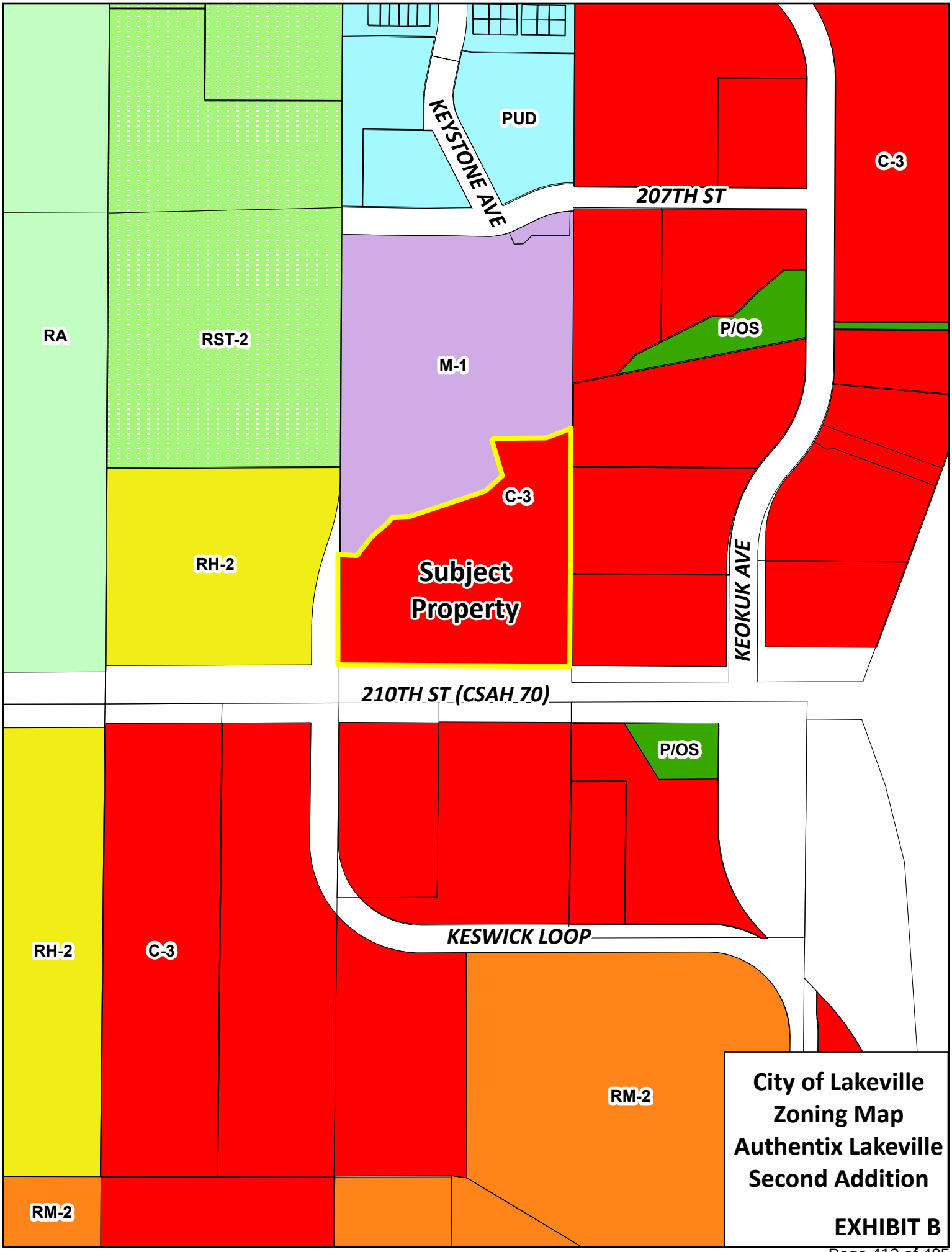
Community Development staff recommends approval of the Authentix Lakeville Second Addition preliminary plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated May 28, 2026.
2. The wetland delineation must be completed and approved prior to City Council consideration of the final plat.
3. A stormwater maintenance agreement shall be approved by the City Council with the approval of the final plat.



City of Lakeville
Location Map
Authentix Lakeville Second Addition

EXHIBIT A


PUD
KEYSTONE AVE
207TH ST
C-3
RA
RST-2
M-1
P/OS
C-3
Subject Property
RH-2
KEOKUK AVE
210TH ST (CSAH 70)
P/OS
RH-2
C-3
KESWICK LOOP
RM-2
RM-2
City of Lakeville
Zoning Map
Authentix Lakeville
Second Addition
EXHIBIT B

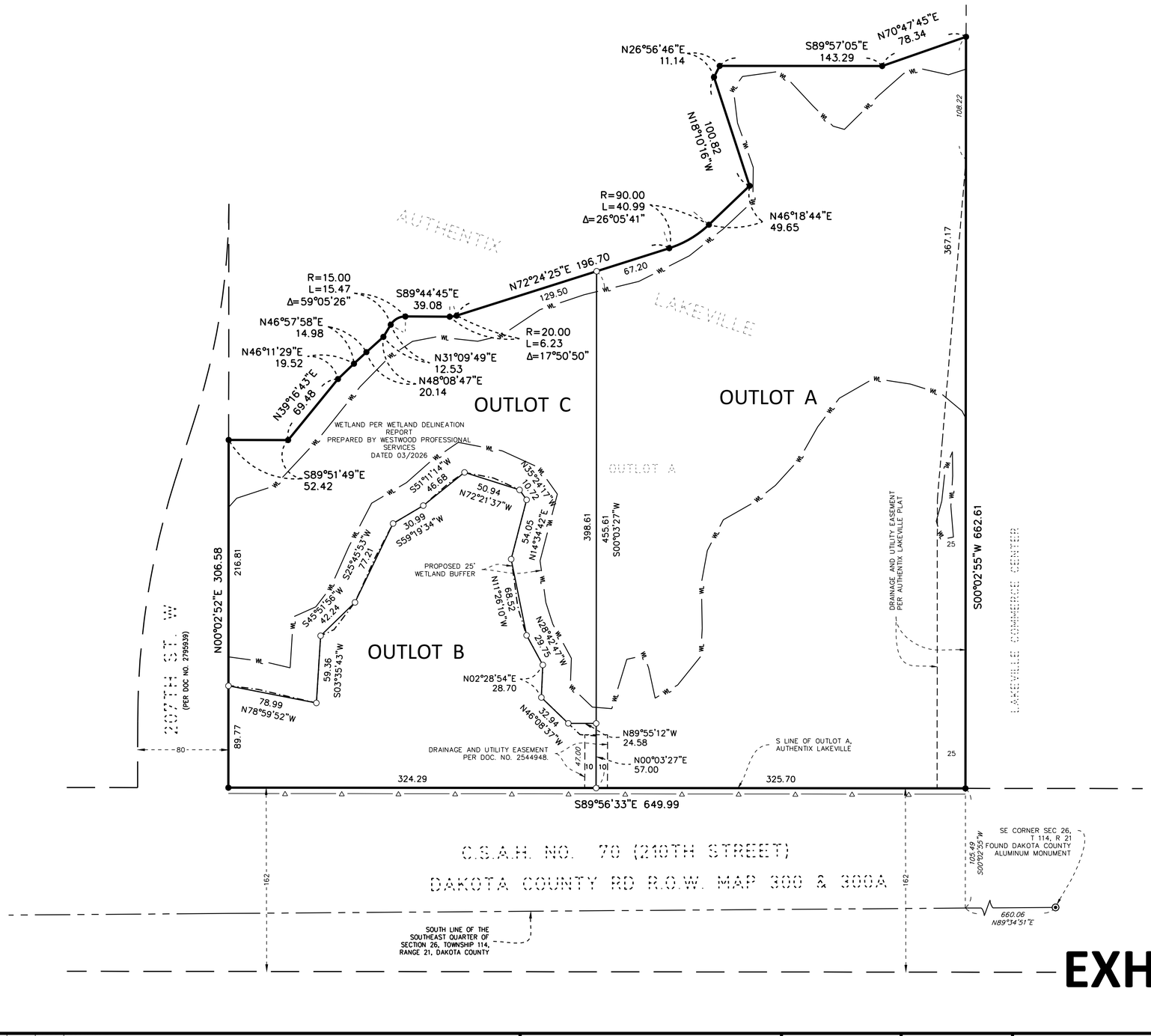


EXHIBIT C

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- SET MONUMENT MARKED LS 43933
- GATE VALVE / HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- TRANSFORMER
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- GUARD POST
- SIGN
- GAS METER
- GAS MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- UNDERLYING / ADJACENT LOT
- TIE LINE
- SECTION LINE
- (100.00) DEED DISTANCE
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- UE UNDERGROUND ELECTRIC
- UT UNDERGROUND TELEPHONE
- UG UNDERGROUND GAS
- OE OVERHEAD ELECTRICAL WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- WL WET LAND
- RETAINING WALL
- BLOCK RETAINING WALL
- STONE RETAINING WALL
- POND / WATER LINE
- FEMA FLOOD ZONE LINE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- TREE LINE
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- 999.9 SPOT ELEVATION
- 922 CONTOUR
- ST # 999.9 SOIL BORING
- ## REGULAR PARKING STALL COUNT
- TRAFFIC MARKERS

DESCRIPTION

Outlot A, Authentix Lakeville, Dakota County, Minnesota.

PROPERTY SUMMARY

TOTAL SITE AREA:	315,849 SF (GROSS)
LESS OUTLOTS:	315,849 SF
LESS RIGHT-OF-WAY:	0 SF
	0 SF (NET)

LOT SUMMARY

OUTLOT A:	189,442 SF (4.349 ACRES)
OUTLOT B:	52,501 SF (1.205 ACRES)
OUTLOT C:	73,906 SF (1.697 ACRES)

SITE DENSITY

PROPOSED DENSITY: N/A

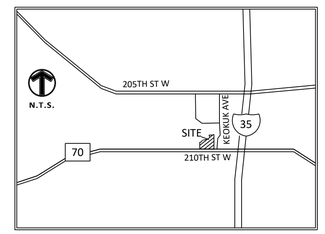
SITE SETBACKS

FRONT YARD:	N/A
REAR YARD:	N/A
SIDE YARD:	N/A

DEVELOPMENT NOTES

1. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
2. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
3. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.

VICINITY MAP



NORTH

0 50 100
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
4	04/23/2026	GAM	GAM	GAM	CITY RESUBMITTAL

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

Print Name: Glen A. Mullenbach

Date 02/06/2026 License # 47470

DATE ISSUED 02/06/2026

DRAWN BY GAM

DESIGNED BY

CHECKED BY GAM

PROJECT NO. 54149

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PRELIMINARY PLAT

EB LAKEVILLE DEVELOPMENT, LLC

AUTHENTIX LAKEVILLE 2ND ADDITION

LAKEVILLE, MN

SHEET C3.01
9 OF 30
REV. 4

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24.15 (LMS TECH) | CHANDLER CIRRICIONE | 4/22/2026 5:01:13 PM
L:\PROJECTS\54149\CAD\SURVEY\54149-PPLAT [AUTHENTIX].DWG:C3.00 PRELIMINARY PLAT

AUTHENTIX LAKEVILLE SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That
, owner of the following described property:

Outlot A, AUTHENTIX LAKEVILLE, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as AUTHENTIX LAKEVILLE SECOND ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said , has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

Signed:

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this_____ day of _____ _____, 20_____, by _____ as _____ of , on behalf of the company.

_____
Notary Public, _____ County, _____

_____
Notary Printed Name
My Commission Expires _____

I, Glen A. Mullenbach do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certification are shown and labeled on the plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ , 20_____ .

_____
Glen A. Mullenbach, Licensed Land Surveyor,
Minnesota License No. 47470

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Glen A. Mullenbach.

_____
Notary Public, _____ County, _____

_____
Notary Printed Name
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, STATE OF MINNESOTA

This plat of AUTHENTIX LAKEVILLE SECOND ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____Mayor

By: _____Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 9th day of August, 2022, the Board of Commissioners of Dakota County, Minnesota approved this plat of AUTHENTIX LAKEVILLE SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statures, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

_____
Chair, County Board

_____
County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20_____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

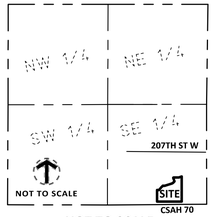
_____
Amy A. Koethe, Director,
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

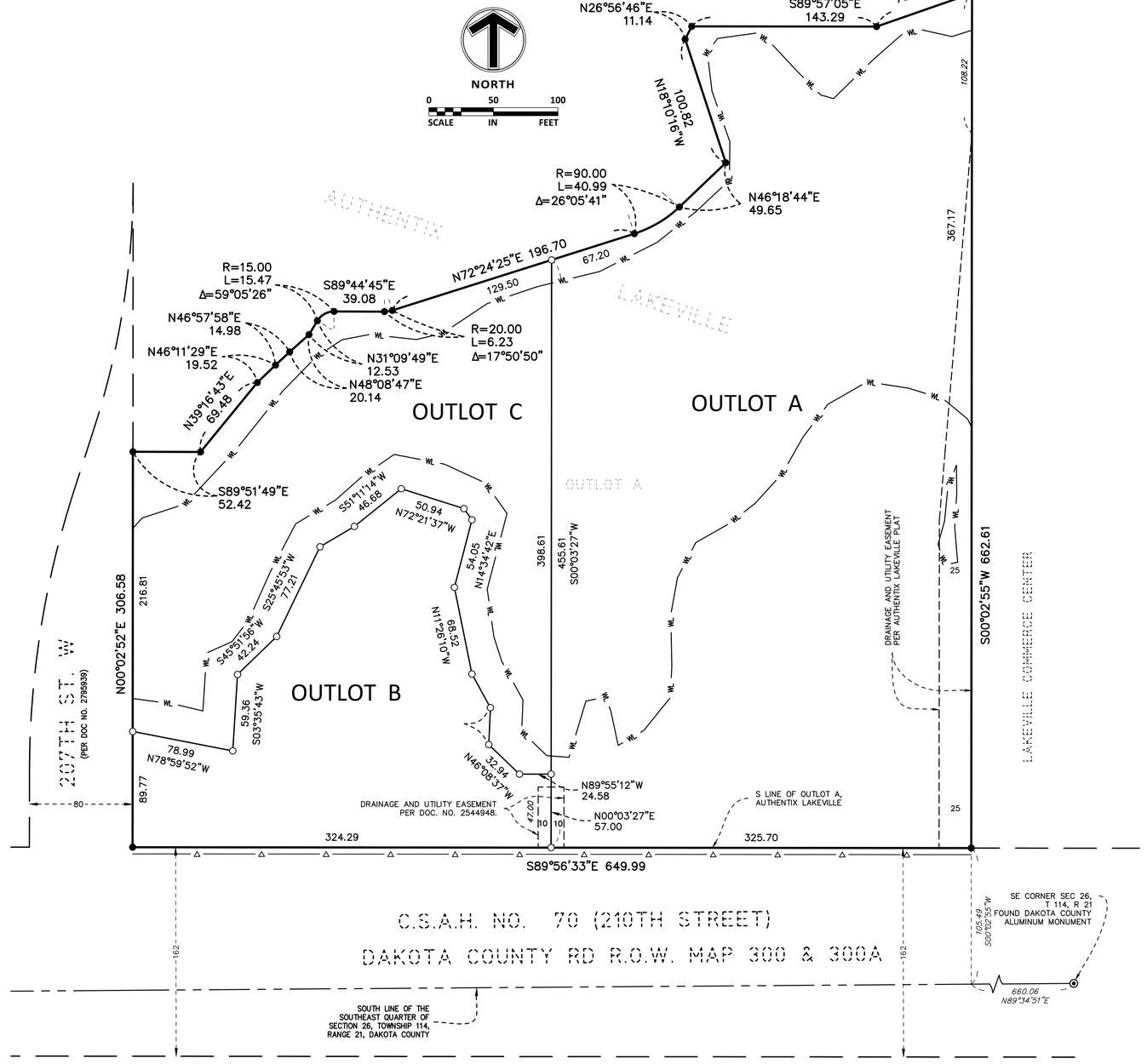
I hereby certify that this plat of AUTHENTIX LAKEVILLE SECOND ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock ____ .M., and was duly filed in Book_____ of Plats, Page_____ as Document Number _____.

_____
Amy A. Koethe, Dakota County Recorder

VICINITY MAP
SEC. 26, T. 114 N, R. 21 W



NOT TO SCALE



DENOTES RIGHT OF ACCESS CONVEYED TO DAKOTA COUNTY PER DOC. NO. 3565867

WETLAND PER WETLAND DELINEATION REPORT BY WESTWOOD PS DATED 03/2026

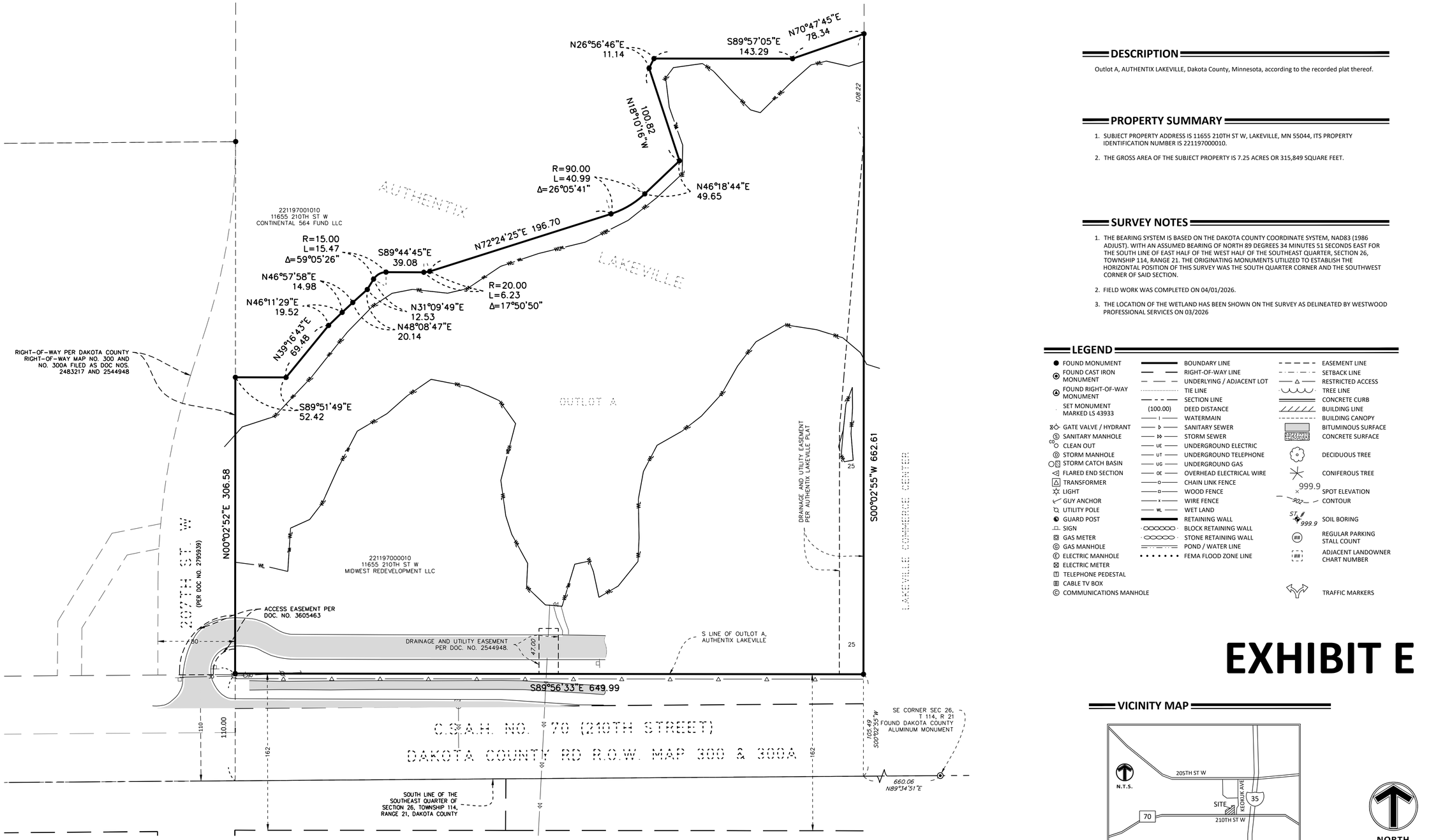
DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 47470

DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT FOUND AND MARKED BY LICENSE NO. 43933

THE SOUTH LINE OF OUTLOT A, AUTHENTIX LAKEVILLE IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST.

EXHIBIT D

SAMBATEK, INC.
ENGINEERING, PLANNING AND LAND SURVEYING



DESCRIPTION

Outlot A, AUTHENTIX LAKEVILLE, Dakota County, Minnesota, according to the recorded plat thereof.

PROPERTY SUMMARY

1. SUBJECT PROPERTY ADDRESS IS 11655 210TH ST W, LAKEVILLE, MN 55044, ITS PROPERTY IDENTIFICATION NUMBER IS 221197000010.
2. THE GROSS AREA OF THE SUBJECT PROPERTY IS 7.25 ACRES OR 315,849 SQUARE FEET.

SURVEY NOTES

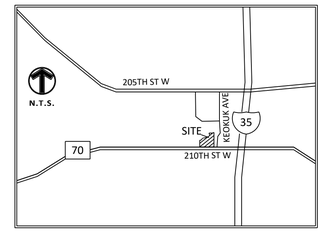
1. THE BEARING SYSTEM IS BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST). WITH AN ASSUMED BEARING OF NORTH 89 DEGREES 34 MINUTES 51 SECONDS EAST FOR THE SOUTH LINE OF EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER, SECTION 26, TOWNSHIP 114, RANGE 21. THE ORIGINATING MONUMENTS UTILIZED TO ESTABLISH THE HORIZONTAL POSITION OF THIS SURVEY WAS THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION.
2. FIELD WORK WAS COMPLETED ON 04/01/2026.
3. THE LOCATION OF THE WETLAND HAS BEEN SHOWN ON THE SURVEY AS DELINEATED BY WESTWOOD PROFESSIONAL SERVICES ON 03/2026

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT
- FOUND RIGHT-OF-WAY MONUMENT
- SET MONUMENT MARKED LS 43933
- GATE VALVE / HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- TRANSFORMER
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- GUARD POST
- SIGN
- GAS METER
- GAS MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- UNDERLYING / ADJACENT LOT
- TIE LINE
- SECTION LINE
- (100.00) DEED DISTANCE
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- OVERHEAD ELECTRICAL WIRE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- WET LAND
- RETAINING WALL
- BLOCK RETAINING WALL
- STONE RETAINING WALL
- POND / WATER LINE
- FEMA FLOOD ZONE LINE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- TREE LINE
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- 999.9 SPOT ELEVATION
- 902 CONTOUR
- SOIL BORING
- REGULAR PARKING STALL COUNT
- ADJACENT LANDOWNER CHART NUMBER
- TRAFFIC MARKERS

EXHIBIT E

VICINITY MAP



NORTH

SCALE 0 50 100 IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
4	04/23/2026	GAM	GAM	GAM	CITY RESUBMITTAL

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

Print Name: GLEN A. MULLENBACH

Date 03/06/2026 License # 47470

DATE ISSUED 03/06/2026

DRAWN BY JTW

DESIGNED BY

CHECKED BY GAM

PROJECT NO. 54149

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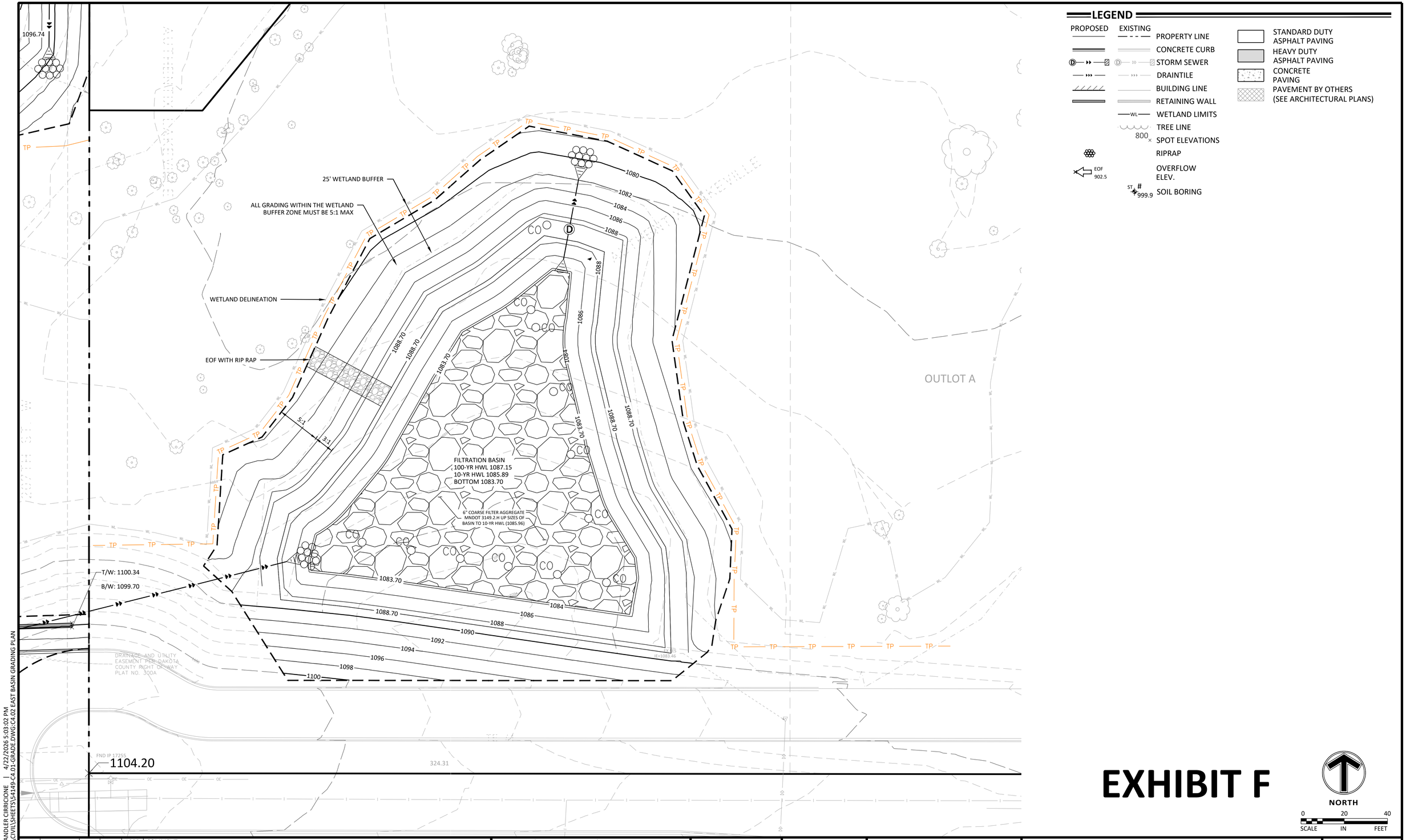
CERTIFICATE OF SURVEY

EB LAKEVILLE DEVELOPMENT, LLC
AUTHENTIX LAKEVILLE 2ND ADDITION

LAKEVILLE, MN

SHEET
C2.01
6 OF 30
REV. 4

24.1S (LMS TECH) | CHANDLER CIRRICIONE | 4/22/2026 4:58:27 PM
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LEGEND

PROPOSED	EXISTING	
		PROPERTY LINE
		CONCRETE CURB
		STORM SEWER
		DRAINTILE
		BUILDING LINE
		RETAINING WALL
	WL	WETLAND LIMITS
	800	TREE LINE / SPOT ELEVATIONS
		RIPRAP
EOF 902.5		OVERFLOW ELEV.
	ST # 999.9	SOIL BORING

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

EXHIBIT F

NORTH

0 20 40
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
2	02/16/2026	CDC	MCA	MCA	UPDATED WETLAND INFORMATION
4	04/23/2026	CDC	MCA	MCA	CITY RESUBMITTAL

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

Print Name: MARK ANDERSON

Date 03/06/2026 License # 23450

PRELIMINARY
DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

DRAWN BY EC
DESIGNED BY EC
CHECKED BY MA
PROJECT NO. 54149

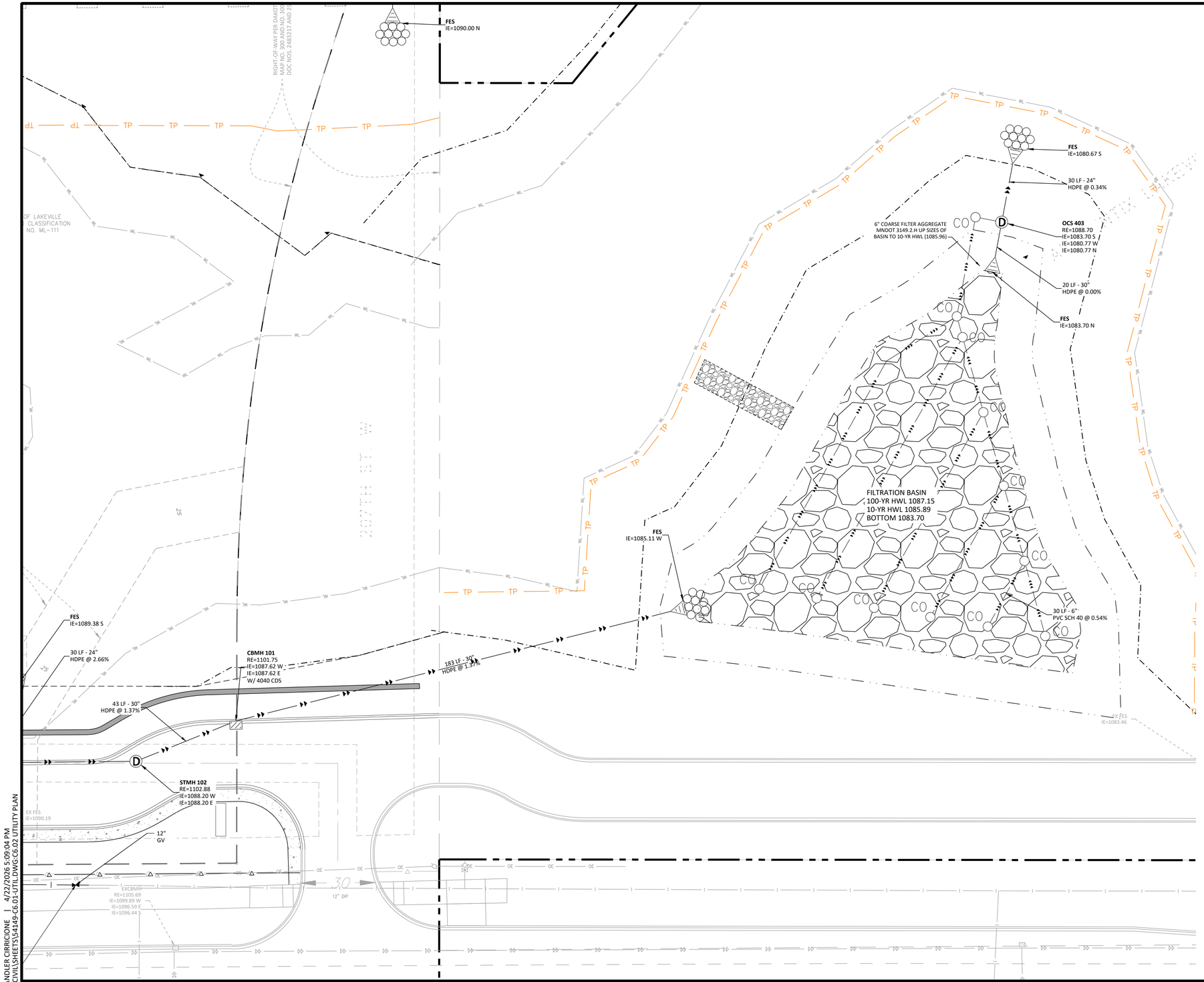
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EAST BASIN GRADING PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
C4.02
12 OF 30
REV. 4

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L:\PROJECTS\54149\CAD\CIVIL\SHEETS\54149-C4.01-GRADE.DWG;C4.02 EAST BASIN GRADING PLAN



LEGEND

PROPOSED	EXISTING	
		SANITARY SEWER
		FORCEMAIN (SAN.)
		STORM SEWER
		DRAINTILE
		WATERMAIN
GL	GL	UNDERGROUND GAS LINE
UT	UT	UNDERGROUND TELEPHONE
UE	UE	UNDERGROUND ELECTRIC
		CONCRETE CURB
		EASEMENT LINE

EXHIBIT G

NORTH

SCALE 0 20 40 IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
4	04/23/2026	CDC	MCA	MCA	CITY RESUBMITTAL

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

Print Name: MARK ANDERSON

Date 03/06/2026 License # 23450

PRELIMINARY	
DESIGN REVIEW	
PERMIT SUBMITTAL	
CONSTRUCTION DOCUMENTS	

DRAWN BY	EC
DESIGNED BY	EC
CHECKED BY	MA
PROJECT NO.	54149

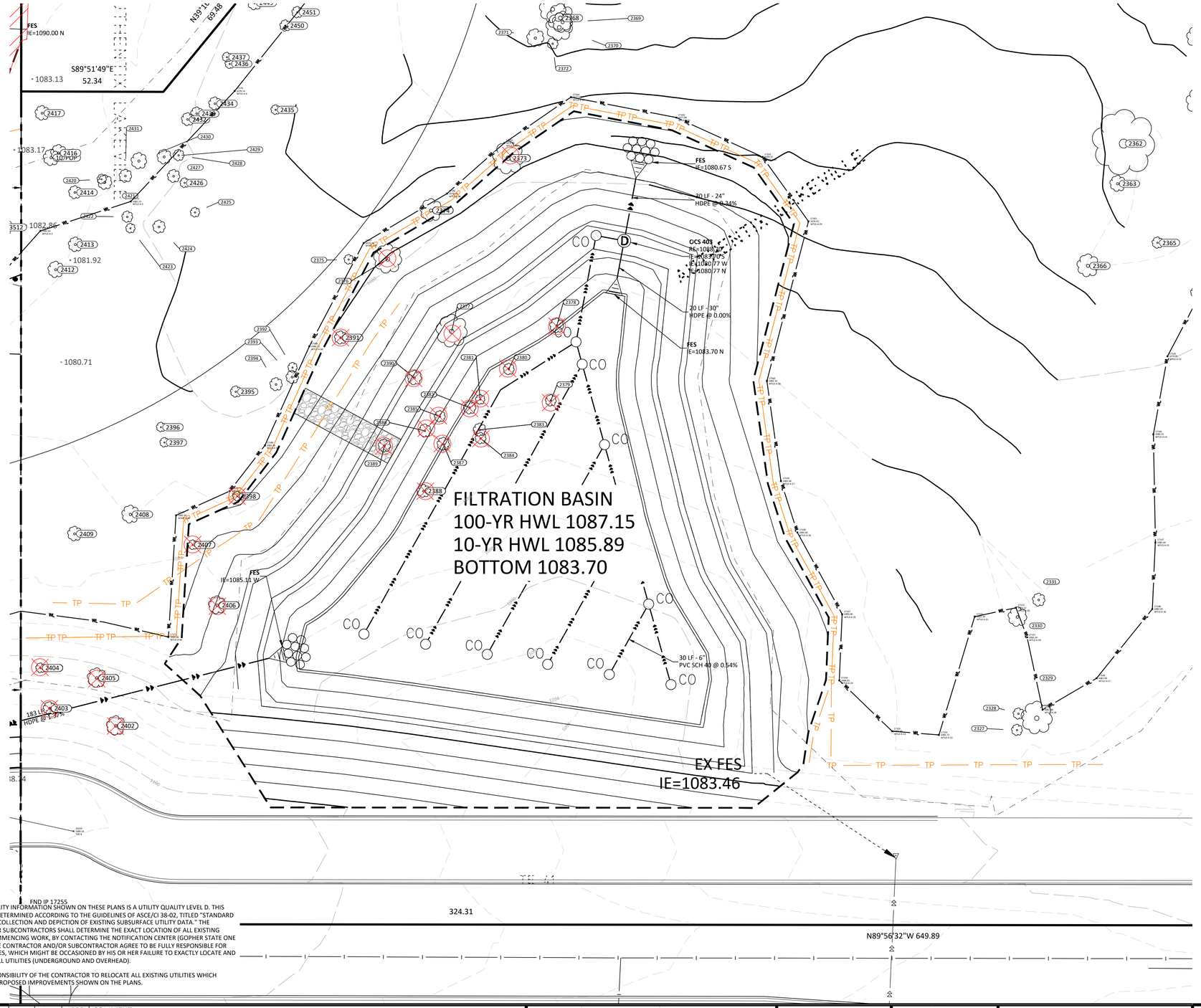
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UTILITY PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
C6.02
20 OF 30
REV. 4

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LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
LANDSCAPE EDING		
STORM SEWER	D	
SANITARY SEWER	S	S
FORCEMAIN (SAN.)	LS	FM S
WATERMAIN		
YARDDRAIN		
LIMITS OF DISTURBANCE		
TREE PROTECTION FENCE	TP	
TREE TO BE REMOVED		
SIGN		
PIPE BOLLARD		
RIPRAP		

- STANDARD DUTY ASPHALT PAVING
- CONCRETE PAVING
- CONCRETE SIDEWALK
- TREE REMOVAL

LAKEVILLE TREE CODE (NEW)

OUTLOT B
MIXED USE, COMMERCIAL, INDUSTRIAL AND SPECIAL DISTRICT -
REMOVAL THRESHOLD = 70% TOTAL SIGNIFICANT TREE DIAMETER INCHES WITHOUT REPLACEMENT

TOTAL SIGNIFICANT DIAMETER INCHES (SEE INVENTORY BELOW) = **218 INCHES**
- ALLOWABLE REMOVAL INCHES (70%) 218 INCHES = **152.6 INCHES**
- REMOVAL COMMON DIAMETER INCHES = **60 INCHES**
  - ALLOWABLE REMOVAL = 152.6 - 60 = 92.6 INCHES
  - **REPLACEMENT REQUIRED = 0 INCHES**
- REMOVAL CONIFER DIAMETER INCHES = **0 INCHES**
  - REPLACEMENT REQUIRED = **0 INCHES**
- REMOVAL HARDWOOD DECIDUOUS INCHES = **158 INCHES,**
  - **REPLACEMENT REQUIRED** = 92.6 - 158 = **65.4 INCHES**
  - REPLACEMENT RATIO **1/2 DIAMETER INCHES** FOR HARDWOOD DECIDUOUS = **32.7 INCHES**
  - **PROPOSED REPLACEMENT TREES = 14 SHADE TREES X 2.5" CALIPER = 35 INCHES***

***SEE LANDSCAPE PLAN (OUTLOT B) SHEET L1.02 FOR PROPOSED TREE REPLACEMENT PLANTING SCHEDULE**

OUTLOT B TREE INVENTORY

Tag	size	species	class	status	
2373	20	pop	common	remove	outlot b
2374	14	pop	common	remove	outlot b
2376	18	cwood	common	remove	outlot b
2377	20	oak	hardwood	remove	outlot b
2378	9	oak	hardwood	remove	outlot b
2379	7	oak	hardwood	remove	outlot b
2380	7	oak	hardwood	remove	outlot b
2381	6	oak	hardwood	remove	outlot b
2382	8	oak	hardwood	remove	outlot b
2383	8	oak	hardwood	remove	outlot b
2384	7	oak	hardwood	remove	outlot b
2385	7	oak	hardwood	remove	outlot b
2386	8	oak	hardwood	remove	outlot b
2387	8	oak	hardwood	remove	outlot b
2388	8	oak	hardwood	remove	outlot b
2391	8	pop	common	remove	outlot b
2402	12	oak	hardwood	remove	outlot b
2403	8	oak	hardwood	remove	outlot b
2404	6	oak	hardwood	remove	outlot b
2405	12	oak	hardwood	remove	outlot b
2406	11	oak	hardwood	remove	outlot b
2407	6	oak	hardwood	remove	outlot b

NOTE : CONTRACTOR TO INSTALL TREE PROTECTION FENCING PER DETAIL 5/L1.02 PRIOR TO BEGINNING ANY WORK ON SITE. SEE GENERAL NOTES SHEET C1.04 FOR ADDITIONAL SPECIFICATIONS.

REFER TO SHEET L0.04 FOR OUTLOT B TREE INVENTORY AND REMOVAL AND REPLACEMENT STATUS. TREE INVENTORY TABLE SHALL TAKE PRECEDENCE OVER TREE PRESERVATION PLAN.

EXHIBIT H

NORTH

SCALE 0 20 40 IN FEET

FND IP 17255

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
4	04/23/2026	SG	DR	DR	CITY RESUBMITTAL

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

Print Name: DAN REBOK

Date _____ License # 56877

PRELIMINARY	DRAWN BY SIG
DESIGN REVIEW	DESIGNED BY SIG
PERMIT SUBMITTAL	CHECKED BY DCR
CONSTRUCTION DOCUMENTS	PROJECT NO. 54149

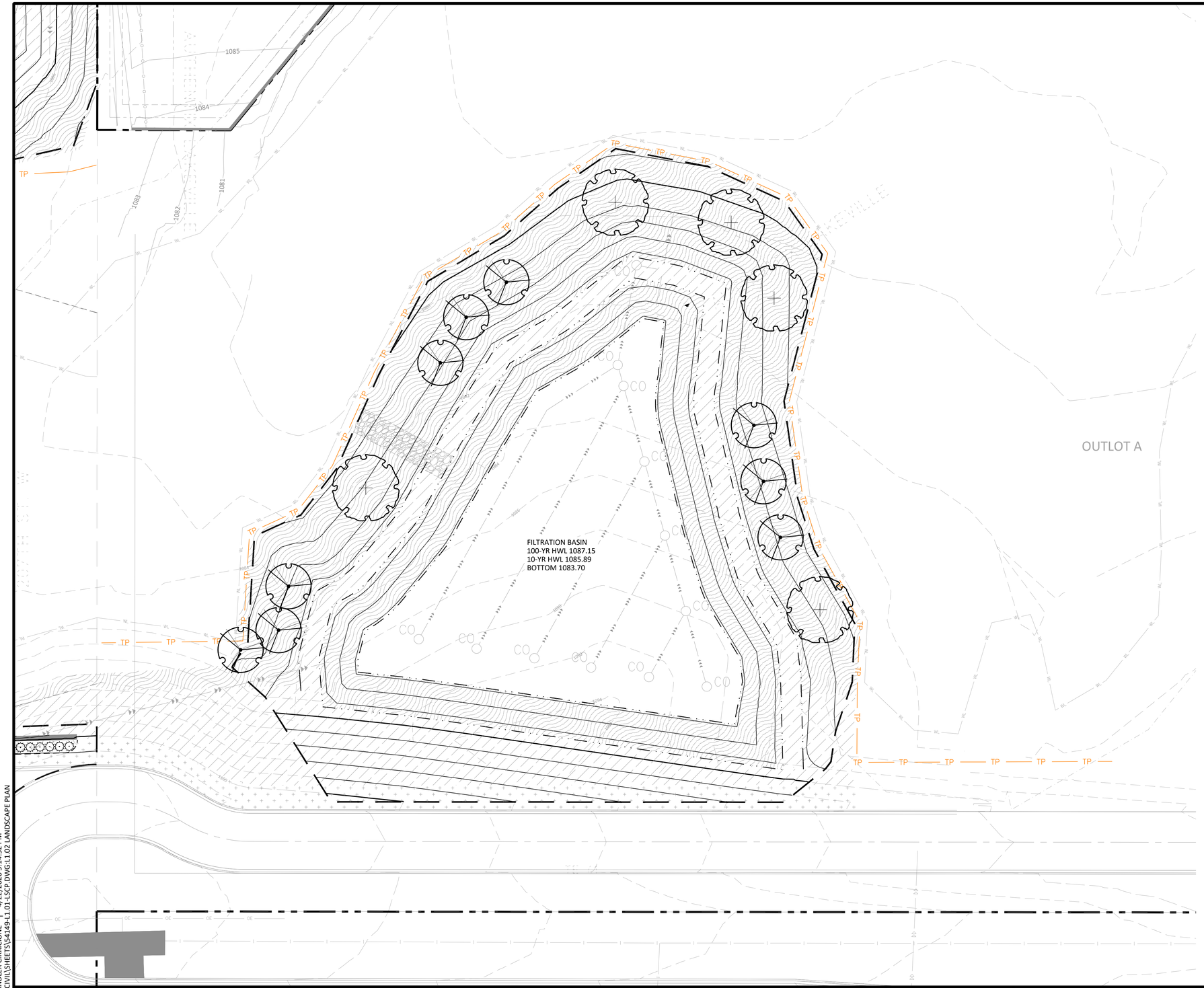
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TREE PRESERVATION PLAN (OUTLOT B)

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
L0.03
26 OF 30
REV. 4

24.1S (LMS TECH) | CHANDLER CIRRICIONE | 4/22/2026 5:12:36 PM
L:\PROJECTS\54149\CAD\CIVIL\SHEETS\54149 -L0.01-TREE.DWG:L0.03 TREE PRESERVATION PLAN (OUTLOT B)



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
LANDSCAPE EDGING		
STORM SEWER	D	
SANITARY SEWER	S	S
FORCEMAIN (SAN.)	LS	FM S
WATERMAIN		
YARDDRAIN		
LIMITS OF DISTURBANCE		
TREE PROTECTION FENCE	TP	
PRESERVED EXISTING TREE		
NATURAL AREA SIGN		
PIPE BOLLARD		
RIPRAP		

STANDARD DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

NORTH

SCALE 0 20 40 IN FEET

PLANT SCHEDULE

PLANT SCHEDULE			
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT
GROUND COVERS			
	SSR	MNDOT Seed Mix Southern Shortgrass Roadside / Formerly MNDOT Seed Mix 35-221/36-211	Seed
	WD	MNDOT Seed Mix Wet Ditch / Formerly MNDOT Seed Mix 33-261	Seed
	TUR HIG	Turf Sod Highland Sod / Sod	Sod

OUTLOT B TREE REPLACEMENT SCHEDULE

PLANT SCHEDULE OUTLOT B					
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
TREES					
	RB	Betula nigra `Cully` TM / Heritage Birch	B & B	2.5"Cal	9
	SO	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	5
		SUBTOTAL:			14

LANDSCAPE NOTES

REFER TO SHEET C1.04 FOR LANDSCAPE NOTES

EXHIBIT I

NO	DATE	BY	CKD	APPR	COMMENT
1	02/02/2026	CDC	MCA	MCA	PRELIMINARY PLAT SUBMITTAL
4	04/23/2026	SG	DR	DR	CITY RESUBMITTAL

© 2025 Sambatek

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

Print Name: DAN REBOK

Date _____ License # 56877

PRELIMINARY

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY SIG

DESIGNED BY SIG

CHECKED BY DCR

PROJECT NO. 54149

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LANDSCAPE PLAN

EB 1ST ADDITION
EB LAKEVILLE DEVELOPMENT, LLC
SITE DEVELOPMENT PLANS
LAKEVILLE, MN

SHEET
L1.02
28 OF 30
REV. 4

24.1S (LMS TECH) | CHANDLER CIRRICIONE | 4/22/2026 5:14:52 PM
L:\PROJECTS\54149\CAD\CIVIL\SHEETS\54149-L1.01-LSCP.DWG L1.02 LANDSCAPE PLAN

Dakota County Surveyor's Office

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

April 9, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **AUTHENTIX LAKEVILLE SECOND ADDITION**

The Dakota County Plat Commission met on April 8, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 70 (210th St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

This is a replat of Outlot A, AUTHENTIX LAKEVILLE, splitting into three outlots. Restricted access is shown along CSAH 70 per document no. 3565867 and the right-of-way requirements have been met. As noted, the 207th Street/CSAH 70 intersection is planned to be restricted in the future.

The Plat Commission has approved the preliminary and final and will recommend approval to the County Board of Commissioners meeting on May 5, 2026.

Traffic volumes on CSAH 70 are 8,000 ADT and are anticipated to be 8,200 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

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

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c: Mark Anderson, Sambatek

EXHIBIT J

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Chloe Anderson, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Zach Jorgenson, City Forester

Copy: Zach Johnson, City Engineer
Jonathan Nelson, Assistant City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: May 28, 2026 - Revised June 5, 2026

Subject: Authentix Lakeville Second Addition Preliminary Plat Report

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

BACKGROUND

EB Lakeville Development, LLC has submitted a preliminary plat named 'Authentix Lakeville Second Addition' and plans for the development of three outlots. The proposed development is located north of and adjacent to 210th Street (CSAH 70) and west of Keokuk Avenue. The parent parcel is Outlot A, Authentix Lakeville (PID No. 221197000010) and is zoned C-3, General Commercial District.

The preliminary plat consists of three outlots on 7.25 acres.

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

Outlot A: Future development; to be retained by the current property owner (4.35 acres)
Outlot B: Stormwater management basin; to be retained by the current property owner (1.21 acres)
Outlot C: Wetland and buffer; to be deeded to the City (1.70 acres)

The proposed development will be completed by:

Developer:	EB Lakeville Development, LLC
Engineer/Surveyor:	Sambatek

SITE CONDITIONS

The Authentix Lakeville Second Addition site contains undeveloped land with a wetland complex throughout a majority of the property. The land generally slopes from the west to the east. An overhead utility line is located adjacent to the south property line of the parent parcel.

EASEMENTS

Multiple easements for drainage and utility purposes exist across the parent parcel and will remain with the development improvements.

STREET AND SUBDIVISION LAYOUT

210th Street (CSAH 70)
Authentix Lakeville Second Addition is located north of and adjacent to 210th Street, a Principal Arterial roadway as identified in the City's Comprehensive Transportation Plan. The Dakota County Plat Commission reviewed the proposed development at its April 8, 2026 meeting and recommended approval.

Dakota County controls the right-of-way requirements and access locations along 210th Street. The current Dakota County Plat Review Needs Map identifies 210th Street as a 4-lane divided roadway with a half right-of-way requirement of 75-feet adjacent to the development.

CONSTRUCTION ACCESS

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

UTILITIES

OVERHEAD LINES

An overhead electric transmission line and poles are located along the north side of 210th Street on the parent parcel. The Developer will be required to remove the poles and place the utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance or provide a security for their share of the costs to bury the overhead utility adjacent to the plat.

DRAINAGE AND GRADING

Authentix Lakeville Second Addition is located within subdistrict ML-085 of the Lake Marion District of the City's Comprehensive Water and Natural Resources Management Plan.

This development will convey stormwater runoff generated from EB First Addition final plat towards a filtration basin located within adjacent parcel to the east. Prior to final plat approval, the final grading plan must be reviewed to be consistent with City Ordinance requirements.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificates of Occupancy will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

STORM SEWER

Authentix Lakeville Second Addition includes the construction of a filtration basin to be located within Outlot B and will collect and convey stormwater runoff generated from the off-site development to adjacent parcel to the west. An easement will be required over the stormwater facilities within Outlot B for the benefit of Lot 1, Block 1, EB First Addition. A stormwater maintenance agreement will be required for the stormwater facilities within Outlot B

The Storm Sewer Area Charge has not been collected on the parent parcel and must be paid with the final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

Authentix Lakeville Second Addition is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation by FEMA, the plat is not located within a Special Flood Hazard Area (SFHA).

WETLANDS

A wetland delineation report is currently in progress for the site. Natural area signs will be placed along the area that contains the wetland and wetland buffer. Final locations of signs will be determined with final plat.

TREE PRESERVATION

The Tree Preservation Plan submitted with the Authentix Lakeville Second Addition preliminary plat for Outlot B dated April 23, 2026 identifies 218 inches of significant trees located with the project boundaries. As a Mixed Use, Commercial, Industrial, or Special District, the tree removal threshold is 70%, or 152.6 inches. Plans propose to remove all 218 diameter inches, which is above the threshold, and requires the replacement of 32.7 diameter inches of new tree planting. The proposed landscape plan dated April 23, 2026 meets this requirement with 35 inches of new trees.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance (11-21-11).

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as maintaining the SWPPP for the site during construction. The permit requires that any changes made throughout construction must be documented in the SWPPP.

The developer is responsible for establishment of all slopes adjacent to the wetland and buffer. The area will be established with native vegetation. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has not been collected on the parent parcel and must be paid with the final plat or at the time a grading permit is issued, if done prior to final plat.

RECOMMENDATION

Engineering recommends approval of the preliminary plat, site plan, grading and erosion control plan, and utility plan for Authentix Lakeville Second Addition subject to the requirements and stipulations within this report.

Date: 6/15/2026

Legislative Session Recap

Proposed Action
Staff recommends adoption of the following motion: No action requested - information only.

Overview
The 2026 Minnesota legislative session adjounred on May 17, and several bills were signed into law that will have impacts on the City of Lakeville. Our legislative delegation has agreed to brief the city council on the session.

Supporting Information
1. MLC 2026 Session Summary

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Justin Miller, City Administrator

MUNICIPAL LEGISLATIVE COMMISSION

2026 Legislative Session Summary

Prepared by
Tom Poul, Tony Albright, Amy Walstien
and Madison Walker

POUL HAAS
Government Relations

555 Wabasha Street, Suite 220
Saint Paul, Minnesota 55102

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- Public Safety Omnibus
- Impersonating an Officer
- Bonding/Capital Investment
- Pensions Omnibus
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- Cannabis Omnibus
- Elections Omnibus
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- 2026 MLC Legislative Priorities
- MLC Letters of Testimony
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I. Introduction

The 2026 legislative session began on February 17 with a solemn first day dedicated to memorializing the life of Speaker Emerita Melissa Hortman and her husband, Mark Hortman. Members also recognized the recovery of Senator John Hoffman and his wife, Yvette Hoffman, who were injured in the same attack that killed the Hortmans. In the House, members honored Speaker Hortman's 20-year legislative career by placing a bouquet of roses and a photo at her desk, which remained untouched for the duration of the session.

While the partisan makeup of the Legislature remained unchanged from the first year of the biennium, both chambers welcomed new members. In the Senate, Michael Holmstrom (R-Wright County) won a special election to replace Senator Bruce Anderson, who passed away, and Amanda Hemmingsen-Jaeger (DFL-Woodbury) won a special election to replace Senator Nicole Mitchell, who resigned following a felony conviction. The House welcomed three new members: XP Lee (DFL-Brooklyn Park), who filled the seat left vacant by Speaker Emerita Hortman's death; Meg Luger-Nikolai (DFL-Saint Paul), who filled the seat vacated after Representative Kaohly Her was elected Mayor of Saint Paul; and Shelley Buck (DFL-Woodbury), who filled the seat vacated when Hemmingsen-Jaeger was elected to the Senate.

Early in session, Minnesota Management and Budget released the February Forecast, which projected a $3.7 billion surplus for the current biennium. However, MMB cautioned that the state continued to face a structural imbalance in future years, with spending growth projected to outpace revenue growth. MMB noted that if the surplus remained largely unspent, the 2029 biennium could end with $377 million on the bottom line. In response, Governor Walz released supplemental budget recommendations that proposed using only $63 million of the FY26-27 surplus and preserving the remainder. Global budget targets remained elusive throughout session, reflecting the competing priorities and operational challenges of a one-seat DFL majority in the Senate and a tied House. An agreement was finally reached on May 13, just five days before constitutional adjournment. Key components of the final budget deal included funding for HCMC, a one-time reduction in car tab fees, and limited property tax relief.

The session included two legislative breaks: one on March 19 to observe Eid al-Fitr, and a longer break from March 27 to April 7 for Easter and Passover. The Legislature again combined the first and second policy deadlines, which occurred on March 27. The third deadline, focused on major appropriation and finance bills, occurred on April 7. These deadlines passed with little alignment between House and Senate omnibus policy bills, supplemental spending bills, or plans for a capital investment bill, which was expected to be a major focus of the session. The lack of alignment reflected the Legislature's divided priorities. DFL members prioritized gun violence prevention measures, a larger bonding bill, and support for key Walz Administration proposals, including assistance for small businesses affected by Operation Metro Surge. Republicans generally favored spending little of the surplus, advancing tax conformity and license tab relief, and opposing tax increases to address the financial challenges facing HCMC.

On May 13, with five days remaining in the session, Representative Samantha Sencer-Mura (DFL-Minneapolis) announced on the House Floor that if Speaker Lisa Demuth (R-Cold Spring) did not bring forward the comprehensive gun violence prevention bill that had passed the Senate within 24 hours, House DFL members would begin a sit-in on the House Floor. When the bill was not calendared the next day, House DFL members used a procedural motion known as "declaring an urgency" to attempt to bring the bill forward for a vote. The motion required 90 votes to pass. After six hours of debate, it failed on a tie vote. At the end of the tense floor debate, Representative Liish Kozlowski (DFL-Duluth) announced that House DFL members would proceed with the sit-in. The sit-in dominated the final days of session and lasted 36 hours. The bill was never brought forward for a formal vote.

Aside from the sit-in, the final days of session were relatively quiet. Unlike in many years, few conference committees met publicly, and few floor sessions stretched late into the evening. Even with the narrowly divided Legislature, several significant bills passed in the final days, including negotiated omnibus bills on health, human services, public safety, education forecasting and literacy, capital investment, taxes, and state government. Notable accomplishments included passage of a $1.2 billion bonding bill, creation of a $500 million Hospital Stabilization Account, establishment of an Office of the Inspector General, and a temporary reduction in license tab fees. Final agreements were not reached on transportation, agriculture, energy, environment, education policy, or jobs and workforce development.

Looking Ahead

Minnesota now turns toward a major election year, with control of state government again on the line. The 2026 ballot will include an open U.S. Senate seat, all U.S. House seats, judicial races, and statewide constitutional offices, including Governor and Lieutenant Governor, Secretary of State, Attorney General, and State Auditor.

Legislative control will be especially closely watched. All 134 seats in the Minnesota House of Representatives will be on the ballot. With the chamber currently tied 67-67, even a small number of competitive races could determine which party controls the House. A party needs 68 seats to hold the majority.

The Senate will also be in play, with all 67 seats on the ballot. The DFL currently holds a narrow 34-33 majority, making control of the Senate another central question heading into November.

Turnover will add another layer of uncertainty. Forty-three legislators have announced they are not seeking re-election, representing just over 20% of the Legislature and a level of turnover comparable to what is often seen in a redistricting year. That means the next Legislature will not only be shaped by partisan control, but also by a significant number of new members, new committee dynamics, and new leadership relationships.

The candidate filing period began May 19 and closes June 2 at 5:00 p.m. The primary election will be held Tuesday, August 11, and the general election will be held Tuesday, November 3. The 2027 legislative session begins January 12, 2027, and will be a budget-setting year.

II. Status of 2026 MLC Legislative Priorities

The Municipal Legislative Commission (MLC) actively engaged in advocating for local government priorities, based on the focus areas outlined in our platform.

2026 MLC Legislative Platform

The Municipal Legislative Commission (MLC) is an association of 19 suburban communities working together to promote public policy decisions that are transparent, accountable, and equitable. We support strategic initiatives that help our cities, businesses, region, and state develop and thrive.

Expanding Housing Production and Promoting Affordable Housing

We support policies that increase production across the housing spectrum and provide greater access to affordable options while preserving local control of land use and zoning decisions, including:

- Aesthetic and Exterior Design Standards
- Administrative Review
- Required Accessory Dwelling Unit (ADU) Ordinance
- Multi-Unit Housing in Commercial Zones
- TIF Pooling and Housing Trust Funds
- Local Affordable Housing Aid (LAHA) Funds
- Comprehensive Plans and Regional Coordination
- Critical Infrastructure Housing Bonds
- Expand Livable Communities Act (LCA) grant funding to update zoning code

Supporting Safer Communities

MLC supports empowering local elected leaders to effectively manage public safety issues in their communities by:

- Addressing any additional items related to Emergency Services Board changes
- Providing local governments with the ability to set and share clear performance and quality standards.
- Allocating additional one-time funding for police and fire aid programs
- Addressing E-Bike Safety

Investing in Infrastructure, Transportation & Economic Development

MLC supports greater, regionally balanced investments in transportation and infrastructure and sensible regulatory requirements, including:

- Increasing regionally balanced investments in transportation and infrastructure.
- Authorizing street fees to support infrastructure needs from new development.
- Supporting essential local infrastructure projects with a regional/state benefit
- Expanding park development requirements to include redevelopment projects.
- Updating voting threshold for street reconstruction to simple majority of council.

Strengthening the State-Local Fiscal Partnership

MLC supports greater stability and predictability in the fiscal relationship between the state and local units of government by:

- Providing a clearer, more predictable, and equitable process to approve local sales tax requests
- Supporting more frequent review of the Local Government Aid (LGA) program in recognition of the growing financial needs of cities in the state, including those who currently do not receive LGA
- Simplifying the process for sales tax exemption on construction materials for cities, counties, school districts, and other local governments.
- Providing direct property tax relief
- Preserving the integrity of the Fiscal Disparities Program
- Providing regional sales tax exemption
- Reinstating the cannabis tax to support local government
- Addressing broadband tax and access

MLC ENGAGEMENT EXECUTIVE SUMMARY

HOUSING AND LOCAL LAND USE

Housing remained one of the most significant issues for the Municipal Legislative Commission during the 2026 legislative session. MLC supported a range of housing production and affordability measures, including expanded local financing tools, greater flexibility in state housing programs, regulatory changes to support redevelopment and condominium construction, and increased state investment in affordable housing development and NOAH preservation.

For the second consecutive year, broad statewide zoning legislation, often referred to as the "Yes to Homes" proposal, did not advance. MLC communities played a central role in that outcome by raising substantive concerns about local control, infrastructure capacity, neighborhood planning, public engagement, and the need for housing policy to reflect the different realities facing fully developed suburban communities.

While the Yes to Homes bill did not move forward, housing remained a major area of legislative activity. Lawmakers ultimately approved a bipartisan omnibus housing and homelessness prevention package that provides approximately $165 million in housing-related investments and is projected to support the creation of more than 2,000 housing units statewide. The bill authorizes $100 million in Housing Infrastructure Bonds and includes major investments in homelessness prevention, workforce housing, supportive housing, manufactured housing infrastructure, and other housing stability initiatives. The final agreement also includes new transparency and reporting requirements for the Minnesota Housing Finance Agency, limits on certain administrative retentions through FY2028, and targeted policy changes related to housing investment authority and public assistance eligibility.

Several high-profile housing policy proposals debated during the session were not included in the final housing agreement, including broad statewide zoning reform, private equity ownership restrictions, certain manufactured housing tenant protections, and additional HOA-related provisions. The final housing bill reflected a more targeted investment and programmatic approach rather than the sweeping land use preemption proposals that MLC communities opposed.

Homeowners Association and Common Interest Community Reform

MLC also engaged on homeowners association and common interest community reform. The "Homeowners Association Bill of Rights," was signed into law by Governor Tim Walz on May 12, 2026. The bipartisan legislation includes broad consumer protection reforms, including conflict-of-interest standards, limits on excessive fines and fees, reasonableness requirements for association rules, alternative dispute resolution options, limits on

foreclosure as an enforcement tool, and requirements for associations to adopt schedules of fees, fines, and charges.

The HOA legislation also includes a provision with direct implications for cities. Beginning January 1, 2027, cities and counties may not require the creation of an HOA or common property necessitating an HOA as a condition of approving certain residential development permits or planned unit developments, unless requested by the developer or required by state or federal law. Local governments raised concerns about this preemption, and an amendment to remove the provision was considered on the House floor but failed on a bipartisan vote.

PUBLIC SAFETY

MLC engaged on public safety priorities during the 2026 session, including legislation increasing penalties for impersonating a police officer and removing identifying characteristics for the sale/transfer of law enforcement vehicles.

The bill to increase penalties for impersonating an officer passed with unanimous bipartisan support, was signed into law by Governor Tim Walz. The new law increases penalties for falsely claiming to be a law enforcement officer, with enhanced penalties when a person uses a vehicle with law enforcement markings, gains access to a building, gives unlawful orders, carries a firearm, commits a repeat offense, or commits another crime while using the disguise. The legislation was advanced in response to the targeted June 2025 attacks on Minnesota lawmakers, in which the alleged perpetrator used a police-style disguise and vehicle markings to exploit trust and gain access to victims. By strengthening penalties for officer impersonation, the law addresses a serious public safety risk for residents, local officials, and law enforcement while reinforcing the importance of public trust in legitimate emergency response.

The 2026 omnibus public safety policy bill included a broad set of provisions affecting local governments, including changes related to the sale or transfer of law enforcement vehicles, public employment decisions involving criminal history, survivor benefits for public safety officers, and long-term planning for statewide public safety radio communications infrastructure. The final package also created a task force to evaluate and recommend a statewide, state-funded framework for public safety radio communications, with recommendations due to the Legislature by February 15, 2027. These provisions reflect continued legislative attention to the operational needs of cities, law enforcement agencies, and first responders, particularly as communities manage public safety staffing, emergency communications, and public trust in law enforcement.

E-Bikes

MLC also engaged on legislation to modernize state law and improve public safety related to electric-assisted bicycles, motorized bicycles, and other micromobility devices. The

Minnesota Senate passed S.F. 3236 on a narrow 34-33 vote, but the bill did not advance in the House before adjournment. The legislation responded to the rapid increase in electric-powered bicycles and similar devices on Minnesota roads, sidewalks, and shared-use trails, including concerns about higher-powered electric vehicles being marketed or used as e-bikes despite operating more like motorized bicycles or motorcycles.

S.F. 3236 included a series of bipartisan proposals to clarify definitions for micromobility devices, motorcycles, and motorized bicycles; distinguish lower-speed electric-assisted bicycles from higher-powered vehicles; require clear labeling of speed capabilities and motor wattage; establish electrical safety standards; require helmets for e-bike riders under age 18; expand crash reporting requirements; restrict motorized bicycles from sidewalks and shared-use paths; create a motorized bicycle safety coordinator within the Department of Public Safety; and fund public education, crash reporting system updates, and driver's manual changes. Although the bill did not become law, its Senate passage reflected growing legislative attention to e-bike and micromobility safety issues.

TAXES AND LOCAL REVENUE AUTHORITY

MLC supported key tax priorities, including preserving local option sales tax authority for regional projects, opposing tax equalization measures and restrictive approval or spacing requirements, allowing metro parks and trails as pre-approved uses, and adding a CPI inflation adjustment so cities can fully fund planned projects.

MLC also engaged on the 2026 omnibus tax bill. The final package included federal conformity provisions, property tax relief, Department of Revenue technical changes, public finance provisions, several city-specific tax increment financing provisions, and extensions of county environmental response fund authorities. However, MLC was disappointed that the final agreement did not include any new local option sales tax authorizations or broader local revenue authority for communities seeking voter-approved tools to fund local infrastructure, public safety, parks, and community facilities. Despite continued discussions throughout session, those provisions were ultimately left out of the final agreement.

The tax bill included a targeted property tax relief package, anchored by a one-time 14.88% increase in homeowner homestead credit refunds for property taxes payable in 2026. According to the Department of Revenue, the increase is estimated to cost $125 million and provide an average additional refund of about $213 to approximately 588,000 homeowners. The bill also includes more targeted property tax provisions, including seasonal tax base replacement aid to reduce school referendum levies, modified exemptions for certain Fond du Lac Band-owned properties, increased tier thresholds for class 1c homestead resort property, and a one-year LGA adjustment for Northern Township.

Overall, MLC's work during the 2026 session helped shape major housing, public safety, transportation safety, and tax debates. While significant housing investments moved forward,

the most sweeping land use preemption proposals did not advance. MLC's engagement helped preserve space for local decision-making, supported targeted strategies to address housing needs across Minnesota, advanced public safety measures important to communities and local officials, elevated emerging e-bike and micromobility safety concerns, and continued to advocate for flexible local revenue tools that reflect the needs of Minnesota cities.

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Below is a summary of legislation MLC was engaged in that passed, proposals that did not advance, and other bills of interest to MLC members.

<u>Housing Production and Affordability:</u>

DID NOT PASS: HF 3895 (Igo/Howard) | SF 4123 (Port) – Starter Homes Act
The bill creates a new law restricting local government zoning authority over certain housing types. It mandates that municipalities allow mixed housing and accessory dwelling units in specific proportions and locations, limits design and lot size requirements, requires streamlined administrative approvals, and prevents the use of interim ordinances to block these changes.

PASSED: SF 1750 (Lucero) | HF1268 (Bahner) – HOA Reform Bill
The bill updates and expands Minnesota law to provide additional protections and rights for unit owners in common interest communities, including new limits on fines, fees, and foreclosure actions by associations; mandatory dispute resolution processes; transparency and procedural requirements for meetings and rule changes; conflict of interest rules for board members; and prohibitions on local governments requiring the creation of HOAs as a condition of development.

DID NOT PASS: HF 2687 (Agbaje) | SF 3173 (Boldon) - Prohibit private equity company ownership of single-family homes-prohibition of corporate ownership
This bill prohibits private equity companies from having a direct or indirect ownership interest in single-family homes in Minnesota, effective August 1, 2026. The prohibition does not apply to private equity companies with ownership interests in fewer than 100 single-family homes, but such entities must disclose ownership and financial information upon request by the Attorney General.

DID NOT PASS: HF 3279 (Howard) | SF 2621 (Mohamed) – Constitutional Amendment proposal to increase the sales tax rate by three-eighths of one percent and dedicating the receipts for housing purposes
This bill proposes a constitutional amendment to increase Minnesota's sales and use tax and dedicate the resulting revenue to three new funds supporting homeownership, rental, and community stability initiatives. The measure creates and codifies the establishment, purposes, allowable expenditures, and oversight mechanisms for the Homeownership Opportunity Fund, the Community and Household Stability Fund, and the Rental Opportunity Fund.

PASSED (IN OMNIBUS) HF 3806 (Howard) | SF 3839 (Port) - Housing Infrastructure Bonds
The bill amends state law to permit the issuance of up to $200 million in new housing infrastructure bonds, with the necessary funds for annual debt service to be automatically appropriated from the general fund each year until 2049. The legislation establishes a new subdivision for this additional bond authorization and ensures the commissioner of management and budget will transfer the required funds annually to the housing infrastructure bond account.

DID NOT PASS: SF 4867 (Port) – Local Affordable Housing Aid Distribution
The bill changes the distribution formula for metropolitan sales tax proceeds by removing the 25% allocation to the metropolitan city aid account and reallocating that portion to the metropolitan county aid account, which will now receive 75% of the proceeds. Additionally, the statutory language referencing metropolitan city aid account funding from the sales tax is removed, limiting its funding to other sources such as donations or transfers.

Public Safety:

PASSED: HF 3404 (Klevorn) | SF 3735 (Hoffman) – Penalties for Impersonating a Police Officer
The bill increases penalties for impersonating a peace officer in Minnesota, making it a felony in most circumstances and establishing harsher punishments for aggravated offenses, repeat violations, or acts involving firearms. Acts that result in the increased penalty are gaining access to certain buildings, directing someone to take a certain action or refrain from acting, violating the provisions related to vehicle lights and sirens, and operating a vehicle marked with "police" or a similar marking indicating the vehicle is a law enforcement vehicle. It also requires law enforcement officers to identify themselves by name, agency, and badge number under most circumstances, with certain exemptions for undercover operations.

Local Sales Tax Bypass for Regional Projects:

DID NOT PASS: SF4690 (Rest) – Department of Revenue Policy and Technical Bill

- Provides phased "transition aid" to cities and towns that lost property tax base due to statutory changes, with support decreasing annually until expiration in 2020 to allow for budget adjustment.
- Eliminates the requirement for cities to submit ordinances establishing special service districts or housing improvement areas to the commissioner of revenue, streamlining local administration and reducing state oversight.
- Shifts certain local property tax reporting, including tax increment financing (TIF) plans, from the commissioner of revenue to the state auditor.
- Repeals and amends outdated special district incentives and local property tax exemptions tied to Job Opportunity Building Zones and similar programs.
- Updates the definition of "net income" for composite returns to incorporate additions and subtractions related to accelerated and deferred installment sale gains under section 290.0137.

- Removes obsolete property tax provisions, including valuation exclusions for certain business improvements, outdated agricultural property tax provisions, and expired transition or special tax aids.
- Revises sales tax administration by updating revenue distribution, clarifying treatment of motor vehicle parts sales tax, and refining Department of Revenue procedures.
- Contains no new appropriations or funding, focusing instead on repeals, clean-up, and administrative changes.

DID NOT PASS: SF 4262 (Putnam) | HF 3657 (Norris) - Property Tax Task Force
This bill establishes a property tax task force charged with investigating methods to reduce property tax on homestead properties and to present legislative options, including at least one with minimal general fund impact. The task force must analyze the effectiveness of existing tax relief mechanisms, classification rates, and trends in property tax burdens across property types and regions. The composition, duties, and reporting requirements of the task force are specified, with a final report due by February 1, 2027, after which the task force expires.

Transportation:

DID NOT PASS: HF 4111 (Koznick) | SF 4326 (Hoffman) Twin Cities Metropolitan Area Transit Service Consolidation and Implementation
The bill centralizes the operation of all public transit services in the Twin Cities metropolitan area under the Metropolitan Council, prohibiting local governments from independently operating transit services after July 1, 2027, except under agreement with the Council. It creates new statutory requirements for service performance reports and fiscal impact analyses, sunsets authority for replacement service programs on June 30, 2027, and establishes a task force to guide and report on the implementation process. The bill also mandates a study and report on options to enhance bus service in affected communities.

DID NOT PASS: HF 3513 (Koznick) | SF 4010 (Johnson-Stewart) - Autonomous vehicles
This bill creates new statutory definitions for autonomous vehicles and automated driving systems, sets statewide requirements for the operation of autonomous vehicles (including those without a human driver), establishes insurance and financial responsibility standards, regulates on-demand autonomous vehicle networks, modifies requirements for commercial autonomous vehicles, and preempts local regulation specific to autonomous vehicles or networks.

Broadband:

DID NOT PASS: Allow cities to franchise broadband/Internet providers in the public right-of-way

E-Bike Safety:

DID NOT PASS: SF 3236 (Johnson-Stewart) | HF 2811 (Myers) – Helmet Requirement for Minors on E-Bicycles

The legislation introduces a new requirement for minors (under 18) to wear helmets approved by the commissioner of public safety while operating electric-assisted bicycles. It also establishes a fine for non-compliance.

DID NOT PASS: SF 3280 (Johnson-Stewart) | HF 2859 (Acomb) – Local E-Bike Speed Limits
The bill allows that a local unit of government may adopt an ordinance to set a posted maximum speed limit for the operation of an electric-assisted bicycle within a business district in a local unit of government's jurisdiction. An ordinance adopted under this section may specify the circumstances under which a posted maximum speed limit is effective for the operation of electric-assisted bicycles. A speed limit adopted under this section is effective upon the erection of appropriate signs designating the speed and indicating the beginning and end of the segment on which the speed limit is established.

Non-Disclosure Agreements (NDAs) in Economic Development

DID NOT PASS: HF4077 (Greenman)/ SF4379 (Maye Quade) - NDAs
This bill would prohibit NDAs for economic development activities across municipalities, school districts, and related entities.

Local Government Aid:

DID NOT PASS: Support more frequent program reviews to reflect growing financial needs of all cities, including those not currently receiving LGA

Sales Tax Expansion

DID NOT PASS: The Governor's supplemental budget proposal revives expansion of the sales tax to professional services – language has not yet been introduced.

Digital Advertising Tax

DID NOT PASS: HF 4343 (Lee) would impose a tax on digital advertising, modeled after laws in Maryland and Washington (both under litigation).

Pensions

PASSED: The omnibus pensions bill establishes a Work Group on Duty Disability and the Public Safety Officer's Benefit Account to recommend reforms to Police and Fire Plan duty disability benefits and help ensure duty-disabled or retired members have access to affordable health insurance, with recommendations due to the Legislative Commission on Pensions and Retirement by March 1, 2027.

III. Legislation of Interest That Passed

Housing and Homelessness Prevention Bill

H.F. 1141 Representative Howard / Senator Port
Chapter 100
Effective Date: Various

The 2026 Omnibus Housing and Homelessness Prevention Bill provide $165 million in housing investments and is projected to support the creation of more than 2,000 housing units statewide. The package authorizes $100 million in Housing Infrastructure Bonds (HIBs) for housing development projects across Minnesota and includes significant investments in homelessness prevention, workforce housing, supportive housing, manufactured housing infrastructure, and housing stability initiatives. The agreement also includes new transparency and reporting requirements for the Minnesota Housing Finance Agency (MHFA), limitations on administrative retentions for certain grant programs through FY2028, and policy changes related to public assistance eligibility and local housing investment authority.

The bill uses interest earnings and reallocates unspent funds previously reserved for the Tyler Settlement to support housing initiatives, provide debt service for $100 million in Housing Infrastructure Bonds, and fund an additional $40 million for the Family Homeless Prevention and Assistance Program (FHPAP). The final conference committee report was repassed by the House by a 105-28 vote, and the Senate by a 42-25 vote.

Several higher-profile policy proposals debated throughout session, including statewide zoning reforms, private equity ownership restrictions, HOA-related provisions, and manufactured housing tenant protections, were ultimately not included in the final agreement.

Appropriations

The legislation includes targeted one-time and ongoing investments focused on housing production, homelessness prevention, supportive housing, infrastructure improvements, and housing stability. Major appropriations include:

- $100 million in Housing Infrastructure Bonds (HIBs) for statewide housing development projects
- $40 million for the Family Homeless Prevention and Assistance Program (FHPAP)
- $25 million in FY2027 from investment earnings in the state housing development fund to the Minnesota Housing Finance Agency to support the following housing programs and initiatives:
    - $14.275 million for the Greater Minnesota Workforce Housing Development Program
    - $4 million for supportive housing programs
    - $4 million for manufactured home park infrastructure grants

- $425,000 for statewide tenant education and hotline services
- $150,000 for the homeownership education program
- $150,000 for the Minnesota Nice HomeShare pilot program in St. Louis County to support collaborative housing opportunities for older adults

Return of Unused Tax-Forfeited Settlement Appropriation ("Tyler Settlement")

The bill redirects unused funds from the state's tax-forfeited lands settlement to housing and homelessness prevention efforts. Any money remaining from the 2024 settlement appropriation that is not needed to resolve claims must be returned to the state and canceled back to the General Fund by June 29, 2026. After reserving $2 million, the remaining balance is appropriated to the Minnesota Housing Finance Agency in FY2027 for the Family Homeless Prevention and Assistance Program (FHPAP).

The funding is available on a one-time basis and may be distributed flexibly to federally recognized Tribal governments, current grantees, and former grantees based on community need, organizational capacity, and geographic distribution. The law also gives the agency broad flexibility to issue advance payments and redistribute unused funds among grantees to maximize program effectiveness. All funds must be expended by December 31, 2026.

Minnesota Housing Finance Agency Provisions

This article makes several policy changes related to the Minnesota Housing Finance Agency (MHFA), including new transparency requirements, limits on how agency funds may be used, reporting requirements, and expanded authority for certain housing-related investments. It also clarifies that certain payments to people with lived experience do not count against eligibility for means-tested public programs.

- Additional Investment Authority:
  - Expands the types of entities that certain local governments may invest in to include companies focused on local multifamily housing development
- Housing and Redevelopment Authorities:
  - Gives housing and redevelopment authorities the same investment authority as the local governments they are connected to
- Approval:
  - Allows qualifying local governments to use an investment policy, in addition to other existing documents, to meet the approval requirements for these investments.
- Meetings by Interactive Technology:
  - Requires MHFA to livestream its board meetings and keep recordings available online
- Service Charges:
  - Limits MHFA's ability to retain a portion of state appropriations for administrative costs. The agency may only do so if its investment earnings are not enough to cover those costs, and it must notify legislative housing committee leaders before retaining any funds. This provision sunsets in 2028

- Housing Development Fund Use:
    - Clarifies that money in MHFA's housing development fund must be used for housing purposes and cannot be transferred for other uses
- Separate Accounts and Transfers:
    - Requires MHFA to distribute investment earnings from state appropriations according to the new requirements in the bill. It also requires MHFA to notify legislative housing committee leaders before transferring money between accounts holding legislative appropriations
- Housing Development Fund Report:
    - Expands MHFA's reporting requirements to include more detail on agency operating costs, staffing, investment earnings, use of investment income, unspent balances, and projected biennial costs
- Required Use of Investment Earnings:
    - Requires MHFA to calculate how much investment income remains after accounting for projected administrative costs and then use 25 percent of that amount in each biennium for state-appropriated housing programs. The money must be used for purposes similar to the original appropriation
- Appropriations Available Until Expended:
    - Removes obsolete language and clarifies that income from state appropriations may only be used for administrative costs tied to programs that receive state appropriations
- Program Money Transfers:
    - Requires MHFA to provide written notice to legislative housing committee leaders before transferring money between programs funded by state appropriations. The notice must also be submitted to the Legislative Reference Library
- Eligible Recipient:
    - Expands eligibility for the local public housing program so that counties and cities may receive loans through the program
- Lived-Experience Engagement Exemption:
    - Clarifies that payments made to people who provide lived-experience feedback or help review MHFA proposals do not count as income, assets, or property for certain means-tested state programs
- Legislative Fiscal Staff Access:
    - Requires MHFA to report by February 15, 2027, on how legislative fiscal staff could be given access to the agency's accounting system
- Housing Development Fund Expenditures Beginning in FY2028:
    - Allows MHFA's use of investment income for Housing Infrastructure Bond debt service to count toward the amount of investment income the agency is required to spend in the upcoming biennium

Tax Omnibus Bill

S.F. 5052 Senator Rest / Representative Gomez
Chapter 128
Effect Dates: Various

The 2026 Tax Omnibus Bill makes numerous provisions to areas such as conforming to federal tax statute, economic development, workforce, property tax relief, homeless aid, and a new tax on fraud. This bill does not include local option sales tax provisions.

Federal Tax Conformity

- Updates Minnesota's tax code to conform with several recent changes to the Internal Revenue Code enacted at the federal level
- Conforms Minnesota tax law to recent federal changes, including expensing and dependent care provisions
- Applies updated Internal Revenue Code references to property tax refunds and estate tax provisions

Individual Income and Corporate Franchise Taxes

- Narrows eligibility criteria for sustainable aviation fuel to meet federal and environmental standards
- Uncaps the $4 million beginning farmer credit allocation for tax year 2026
- Extends the expiration of the pass-through entity tax (PTET) for tax years 2026 and 2027

Sales and Use Taxes

- Championship golf tournaments; sales tax exemption:
  - Provides a sales tax exemption for the sale of admission to a world championship golf tournament sponsored by the Professional Golfer's Association of America. The exemption expires on July 1, 2030
- Allows businesses in a tourism improvement district to collect the service charge from purchasers if it is separately stated on the invoice, bill or sale, or similar document

Property Taxes:

- Establishes seasonal tax base replacement aid
- Modifies a property tax exemption for a property in Duluth owned by the Fond du Lac Band of Lake Superior Chippewa
- Establishes a property tax exemption for a property in Cloquet owned by the Fond du Lac Band of Lake Superior Chippewa
- Allows Northern Township to be eligible for local government aid in 2027;
- Increases the tier thresholds for class 1c homestead resort property
- Provides a one-time increase in the homestead credit refund

Tax Increment Financing

- Clarifies the conditions under which authorities must either:
    - Return increment in excess of tax increment financing costs approved in a tax increment financing plan; or
    - Modify their tax increment financing plans
- Provides an extension to 2028 for Eden Prairie to establish a tax increment financing plan under prior special legislation
- Allows a Chaska redevelopment district to last ten years longer than the generally applicable limit, collecting up to 36 years of tax increment

Public Finance

- Shortens the notice period prior to issuing county transportation bonds from 14 days to 10 days, consistent with the notice periods applicable to other local government bonds

Miscellaneous

- Allows information sharing between the Financial Crimes and Fraud Section (FCFS) of the Bureau of Criminal Apprehension and the Department of Revenue
- Provides for information sharing between the Office of the Inspector General and commissioner of revenue
- Modifies the conditions under which taxpayers can file a claim for a refund
- Penalty for failure to file, or fraudulent return, evasion
    - Allows the commissioner to impose a penalty equal to 100 percent of the amount attributable to fraud
- Extends Ramsey County's authority to impose a mortgage registry and deed tax from the end of 2028 to the end of 2036
- Extends Hennepin County's authority to impose a mortgage registry and deed tax from the end of 2028 to the end of 2036
- Appropriates $500,000 onetime in FY 2027 to the commissioner of Commerce to conduct a nuclear energy study to inform policy makers about potential impacts of new nuclear generation on the public interest in Minnesota
- Transfers, Returns and Appropriations:
    - Transfers $15,000,000 from the Minnesota forward fund account to the general fund in fiscal year 2027
    - Transfers $75,000,000 from the driver and vehicle services operating account to the general fund in fiscal year 2027
    - Returns up to $40,000,000 in the possession of a claims administrator handling settlement of claims against the state to the general fund

- Appropriates $38,000,000 in fiscal year 2026 from the general fund to the Minnesota Housing Finance Agency for the family homeless assistance and prevention program

Department of Revenue – Income and Corporate Franchise Taxes

- Modifies the definition of net income to reference:
  - the addition of accelerated gains in the tax year in which the gain was recognized
  - the exclusion of accelerated gains in tax years after the accelerated gain was recognized
- Clarifies that the exclusion of previously taxed accelerated gains applies both to composite Minnesota tax returns and to individual income tax returns

Department of Revenue – Property Taxes

- Removes statutory reference to special property tax programs previously applicable to properties that suffered flood damage in 1997 and 2002
- Repeals a requirement that local governments establishing tourism improvement districts provide a copy of the ordinance establishing the district to the Department of Revenue

Omnibus Public Safety Policy Bill

SF 4760 Senator Latz / Representative Novotny
Chapter 97
Effective Dates: Various

The omnibus public safety policy bill made a broad range of statutory changes related to crime victims, domestic violence response, law enforcement administration, criminal history and public employment, corrections, fraud enforcement, first responder benefits, and public safety infrastructure. For cities, the bill is relevant both operationally and administratively, with provisions affecting local law enforcement practices, public safety vehicle transfers, domestic abuse reporting, public employment decisions, and long-term planning for emergency radio communications. The package also reflects continued legislative focus on strengthening victim protections, modernizing criminal law, responding to emerging public safety risks, and supporting first responders and public safety agencies across the state.

Public Safety Provisions

- Includes provisions from the Department of Public Safety Policy bill which includes:
  - Classifies data relating to research participants maintained by DPS Office of OJP as private data on individuals
  - Updates terminology and changes terms related to battered women throughout statute to domestic abuse victims

- Requires the Office for Missing and Murdered Indigenous Relatives to provide case support to victims and families of MMIR relatives or the reporting person, and classifies data collected by the office related to case support duties as private data on individuals
- Requires the Office for Missing and Murdered Black Women and girls to provide case support to victim and families or the reporting person, and classifies data collected by the office related to case support duties as private data on individuals

Crime Victim Provisions

- Eliminates the requirement for a victim to be specifically identified in a prosecutor's petition for a sentence adjustment
- Expands the protection over victim identify to include the crime of using a minor in a sexual performance
- Establishes a procedure during plea and sentencing hearing for the judge to inquire of the prosecutor if the victims have been notified of the hearing, are present, if they have received their statutorily required notifications and if they wish to be heard
- Includes protections against employer retaliation provided to victims of violent crime to include stalking victims
- Requires prosecutors to notify victims when an offense is eligible for automatic expungement

Impaired Drivers License Changes

- Classifies data for various indicators and designations on a DL or MN ID card as private data on individuals, which prevents DPS from disseminating that information to the public or to any other parts unless the department has specific authorization
- Lengthens the period a temporary driver's license is effective when a peace officer is revoking the license at a DWI scene from 7 to 14 days

Identity Theft/Financial Crimes

- Allows BCA to issue administrative subpoenas for financial crimes and fraud and prohibits the recipient of such subpoena from disclosing it was issued or that records were produced in response to the subpoena
- Directs the DPS Commissioner to report information received from the Department of Commerce regarding investigation into suspected insurance fraud to the BCA
- Amends the definition of identity in statute to criminalize identity theft and include a voice, likeness, including a forged digital likeness
- Establishes a statute of limitation to begin when the victim or law enforcement agency is aware of the fraud or ten years after the act occurred for the following offenses;

violation of securities fraud, fraudulent certificate of title, failure to pay state funds, theft by swindle, receiving stolen property, and fraudulent statements

Corrections Policy

- Updated jail medication statute to require facilities to administer the same medications prescribed to inmates prior to incarceration when the facility verifies the medications are current and valid
- Requires certain documentation for efforts to verify, reasonable efforts to consult
- Allows for emergency situations when medical or mental health circumstances require change in medication
- Changes reporting requirements for MINNCOR when partnering with private business, adds calculations of profitability for reporting and wage information by region that must be posted on a public website
- Prohibits the commissioner of corrections from placing an offender on supervision abatement until the offender pays all court-ordered restitution provided the offender has the ability to pay but engages in willful nonpayment
- Creates a Community Supervision Workgroup to study and make recommendations on statutory changes needed to clarify roles, responsibilities and obligations of supervision delivery systems when a county transitions between state-operated and county-operated community supervision system; report due December 15, 2026
- Includes various updates and rulemaking authority to the DOC for licensing and inspecting juvenile and adult community-based residential corrections facilities, which include:
    - Inspection obligation updates, at least every two years, publish report
    - Allows for two-year licenses to local facilities
    - Requires local facilities to provide data per statute and notify deaths or critical incidents
    - Requires a death review team for deaths in juvenile facilities
    - Outlines corrections orders, conditional licenses, review of determinations and revocation notices and procedures
    - Mandates biennial security audits

Criminal Law Changes

- Adds the intentional deception of a minor by an adult to facilitate a crime as an aggravating factor applicable to felony sentencing
- Adds a reference to the unintentional murder statute referencing an order of protection to include similar designations of that order in other states, tribal lands, DC and Canada

- Requires sheriffs and law enforcement officers or their designees to make reasonable effort to notify the petitioner of a harassment, restraining order before or immediately after service the respondent will be or had been served with the order

Criminal History

- Authorizes disqualifying a person from public employment based on a criminal conviction regardless of whether the applicant shows evidence of rehabilitation and present fitness to perform duties of the position
- Amends the standard for showing that a person who committed a crime is eligible for public employment to clarify that the factors relate to both evidence of rehabilitation and present fitness
- Removes a distinction between documentary evidence from certain third parties and other evidence presented for consideration
- Clarifies that the limits related to reapplication for employment or licensing relate only to application for hiring or licensing authority as defined in statute

Domestic Abuse

- Allows a court process for domestic abuse victims to remove themselves from a shared wireless plan
- Amends the reporting requirement for the independent Use of Force Investigations Unit in the BCA to require information about the number of incidents that began with a law enforcement response to suspected or alleged domestic abuse
- Changes the definition of domestic abuse case to require prosecutors to establish plans and procedures for handling domestic abuse cases
- Adds harassment and stalking committed against a family or household member, a violation of a harassment or restraining order committed against a family or household member, and a violation of a DANCO to the list of cases that qualify as a domestic abuse case
- Requires a peace officer to make a written report and share that report with the alleged victim, the victim's attorney, and designated agencies that provides services to victims of domestic abuse when the officer investigates an offense against a family or household member that is a qualified domestic violence-related offense
- Requires the head of a law enforcement entity to report to DPS on incidents that a responding peace officer believes involved domestic violence and requires specific information in the report
- Mandates a report to the legislature summarizing and analyzing the information provided by the heads of law enforcement entities (above) annually and allows this information to be included in the Department's annual uniform crime report
- Clarifies the existing requirement that a person arrested under suspicion of violating an OFP or DANCO must be held until the person's first court appearance

- Requires prosecutors to present certain information to a judge when the judge is considering the terms of the release for a person charged with an offense related to domestic abuse, allows them to submit information through the e-filing system and then requires a judge to make certain findings

Prediction Markets

- Defines, prohibits, and establishes penalties for creating, operating, and participating in the business prediction markets
- Institutes a felony for advertising or marketing financial or technological products

Judicial Officials

- Adds the Department of Employment and Economic Development Unemployment Insurance and Paid Leave Appeals Division judges to the definition of judicial official for safety and security protections established in law

First Responders

- Requires vehicles owned or leased by a state or local law enforcement agency to remove any equipment or insignia that could mislead a reasonable person to believe the vehicle is a law enforcement vehicle prior to sale or transfer (ie emergency lights, emblems, etc.
    - Exceptions exist for sale or transfer between state, local, and federal agencies
    - Creates civil penalties for failure to follow the statute
- Adds death from an exposure-related infectious disease or an exposure-related cancer to the definition of killed in the line of duty for purposes of determining public safety officer survivor benefits eligibility
    - Provides definitions of the terms nonroutine strenuous or stressful physical activity for purposes of evaluating whether cardiac-related deaths meet the statutory definition of killed in the line of duty
    - Expands eligibility for line of duty death benefits to certain part-time and paid on-call firefighters and also includes persons separated from service due to a disability
    - Provides further guidance on what is and is not routine activity for the purposes of determining eligibility for survivor benefits
- Creates a Task Force to Establish Statewide Network Funding for Public Safety Radio Communications and Infrastructure to evaluate and make recommendations for transitioning the ARMER network and related interoperable communications to a statewide, state-funded framework
    - Requires the task force must submit a report to the chairs, cochairs, and ranking minority members of the legislative committees and divisions with jurisdiction over ARMER funding by February 15, 2027

Human Rights

Adds a 30-day timeline for decision by the Commissioner of Human Rights following their determination to advance a matter to the Court of Administrative Hearings

Impersonating a Police Officer

H.F. 3404 Representative Klevorn / Senator Hoffman
Chapter 98
Effective Date: August 1, 2026

The Legislature unanimously passed legislation increasing penalties for impersonating a peace officer and creating additional penalties when impersonation is used to gain access, issue unlawful directions, misuse emergency lights or sirens, operate a vehicle that appears to be a law enforcement vehicle, possess a firearm, or commit another crime. The bill makes basic impersonation with intent to mislead a felony punishable by up to two years in prison, a $4,000 fine, or both. Impersonation involving specified buildings, vehicles, lights, sirens, or unlawful directions is punishable by up to five years in prison, a $10,000 fine, or both. Repeat violations within five years, or impersonation while possessing a firearm, are punishable by up to ten years in prison, a $20,000 fine, or both. The bill also creates enhanced penalties when another crime is committed while impersonating a peace officer and requires law enforcement officers to identify their agency, last name, and identification number under most circumstances. The new provisions are effective August 1, 2026, and apply to crimes committed on or after that date.

Capital Investment

General Obligations Bill: H.F. 719 Representative Franson / S.F. 390 Senator Pappas
Chapter: 130

Cash Bill: H.F. 2484 Representative F. Lee/ Senator Pappas
Chapter: 129

The 2026 bonding bill emerged as one of the larger negotiated infrastructure packages in recent years, totaling $1.24 billion despite earlier expectations that the bill could be significantly smaller. The final agreement exceeded both Governor Walz's $907 million recommendation and the House Speaker's initial position that the package would not surpass $1 billion, reflecting the scale of statewide infrastructure needs and the political pressure created by more than $3.19 billion in project requests.

The general obligation bonds bill funds a broad range of capital investments across Minnesota, including $420 million for water infrastructure, $177 million for transportation, and $75 million for the University of Minnesota. The agreement also included motor vehicle registration tax changes negotiated by legislative leaders and Governor Walz which did not impact sales tax but reduced the Highway User Tax Distribution Fund by $119 million in Fiscal Year 2027 and $135 million in Fiscal Year 2028.

In addition to the traditional general obligation bonding bill, the legislature passed a cash bill to support projects across Minnesota. This bill represents a $46.47 million cash appropriation from the general fund for various projects including a new study on the unlawful shipment of infectious waste. It also includes five cancellations of previous appropriations that limit the bill to $28.7 million in new spending and provides corrections to language for past projects.

Temporary Tab Fee Reduction (January 1, 2027 – December 31, 2027)

The bonding bill included a one-year reduction in Minnesota vehicle registration taxes, commonly referred to as tab fees. For taxes paid in 2027, the registration tax rate will temporarily return to the pre-2023 rate of 1.285%, down from the current 1.575% rate enacted as part of the 2023 transportation funding package. The reduction is expected to provide approximately $250 million to $254 million in statewide relief to Minnesota vehicle owners for one year. After the temporary reduction expires, the higher registration tax structure is expected to resume unless the Legislature acts again.

Notable Appropriation for Cities

For cities, the capital investment package reflects both the importance of state support for local infrastructure and the continued challenge of meeting local needs within a constrained bonding and transportation funding environment. The bill included substantial funding for city and local infrastructure needs across the state, with major investments in water and sewer systems, local roads and bridges, public safety facilities, housing, flood mitigation, and economic development. City-related funding included:

- $345 million for specific city water and sewer projects
- $137 million for Public Facilities Authority water and sewer programs
- Approximately $100 million for specific city economic development projects
- $54 million for specific city transportation projects
- $47 million for local road improvement projects
- $25 million for local bridge replacement
- $17.5 million for public housing support
- $15 million for metropolitan-area inflow and infiltration projects
- $15 million for specific city dam, impoundment, and river crossing projects
- $13 million for city public safety projects
- $9 million for flood hazard mitigation grants
- $5 million for metropolitan-area tree planting
- $4.5 million for the local road wetland replacement program
- $2 million for Greater Minnesota Business Development Public Infrastructure grants
- $1.8 million for drinking water regionalization planning

MLC Cities Appropriations

- Public Facilities Authority

    - $6,100,000 - Apple Valley, Water Treatment Plant Improvements
- Minnesota Historical Society
    - $300,000 - Heroes and Heritage Interpretive Trail Loop in Dakota County
- Public Safety
    - $2,000,000 – Eden Prairie; Public Safety Garage and Storage Facility
    - $2,000,000 – Golden Valley, Fire Station
    - $2,500,000 – Minnetonka; Fire Station
- Department of Transportation
    - $4,300,000 – Anoka County; TH 65 Interchange
    - $6,000,000 - Dakota County; Road 50
    - $3,000,000 – Savage; Highway 13 Road Improvements
    - $1,200,000 – Scott County; I-35 Interchange
    - $10,100,000 - Washington County; CSAH 18 and CSAH 19 Intersection
- Employment and Economic Development
    - $2,500,000 – Chanhassen; Community Center
    - $5,000,000 – Plymouth; City Center
    - $4,000,000 – Shakopee; Innovation Hub
    - $2,000,000 – Woodbury; La Lake Park
- Public Facilities Authority
    - $3,000,000 - Apple Valley Water Treatment Plant Improvements
    - $4,000,000 - Bloomington North Central Sanitary Sewer Project
    - $2,750,000 – Burnsville; Water Treatment Plant

<u>Other Notable Appropriations – General Obligation Bill</u>

- University of Minnesota
    - $40,000,000 – Asset Preservation
    - $35,000,000 – Magrath Campus Center Phase 1
- Minnesota State Colleges and Universities
    - $64,612,000 – Asset Preservation
    - $4,000,000 – Alexandria Technical and Community College
    - $1,200,000 – Southwest Minnesota State University
- Education
    - $2,000,000 – Library Construction Grants
    - $6,500,000 – East Grand Forks; Education Learning Center
- $1,700,000 – Minnesota State Academies
- $1,300,000 – Perpich Center for the Arts
- Natural Resources
    - $30,000,000 – Natural Resources Asset Preservation
    - $3,000,000 – Betterment of Building
    - $1,400,000 – Betterment of Public Lands
    - $2,000,000 – Aviation Infrastructure

    - $1,000,000 – Accessibility
    - $19,840,000 – Flood Hazard Mitigation
    - $2,000,000 – State Trail Renovation
    - $3,500,000 – Reforestation
- Pollution Control Agency
    - $1,500,000 – Statewide Drinking Water Contamination Mitigation Program
    - $10,514,000 – Solid Waste Capital Assistance Grant Program
- Board of Water and Soil
    - $4,500,000 – Local Government Roads Wetland Replacement Program
    - $2,000,000 – Reinvest in Minnesota Reserve Program
- $1,380,000 – Agriculture
- $9,000,000 – Minnesota Zoological Garden
- Administration
    - $10,000,000 – Capital Asset Preservation and Replacement Account
    - $800,000 – Capital Area Trees
- Amateur Sports Commission
    - $4,500,000 – Asset Preservation
    - $750,000 – Mighty Ducks
- Military Affairs
    - $3,500,000 – Duluth Hangar
    - $2,300,000 – Asset Preservation
- Department of Transportation
    - $50,000,000 – Local Road Improvement Program
    - $25,000,000 – Local Bridge Replacement Program
    - $1,000,000 – Highway Rail Grade Crossings
    - $1,000,000 – Safe Routes to School
- Metropolitan Council
    - $15,000,000 - Metropolitan Cities Inflow and Infiltration Grants
    - $10,000,000 - Metropolitan Regional Parks and Trails
    - $5,000,000 - Community Tree Planting Grants
    - $500,000 – Champlin; Elm Creek Greenway
    - $6,000,000 - Minneapolis Park and Recreation Board; North Commons Park
    - $1,500,000 – Minneapolis Park and Recreation Board; Cedar Riverside Recreation Center
    - $1,800,000 – Minneapolis Park and Recreation Board; Loring Park
    - $4,750,000 – Ramsey County; Boulevard Trail
    - $9,350,000 - Como Zoo
    - $2,931,000 – Washington County; Brown's Creek State Trail Connection
    - $1,000,000 – Washington County; Hardwood Creek Regional Trail Extension
- Human Services
    - $10 million - Emergency Shelter Facility Grants

- Direct Care and Treatment
  - $23,000,000 – Asset Preservation
- Children, Youth, and Families
  - $2,000,000 – Early Childhood Learning Facilities Grants
- Veterans Affairs
  - $15,000,000 – Asset Preservation
  - $17,200,000 – Minneapolis Veterans Home
  - $45,172,000 - Minnesota Veterans Home Hastings Campus
- Corrections
  - $39,208,000 – Asset Preservation
  - $350,000 – Facility Consolidation
  - $10,712,000 – Minnesota Correctional Facility; Faribault
  - $1,872,000 – Clay County Jail; Juvenile Detention Facility
- Employment and Economic Development
  - $2,000,000 – Greater Minnesota Business Development Public Infrastructure
  - $2,000,000 – Innovative Business Development Public Infrastructure
  - $2,000,000 – Transportation Economic Development Infrastructure
  - $2,000,000 – Woodbury; La Lake Park
- Public Facilities Authority
  - $19,000,000 – State Match for Federal Grants to State Revolving Loan Program
  - $30,000,000 – Point Source Implementation Grants Program
  - $15,000,000 – Lead Service Line Replacement
  - $17,000,000 – Emerging Contaminants Grant Program
- Minnesota Housing Finance Agency
  - $17,500,000 – Asset Preservation; Public Housing
- Minnesota Historical Society
  - $5,000,000 – Historic Site Asset Preservation
  - $1,000,000 – County and Local Preservation Grants

<u>Other Notable Appropriations – Cash Bill</u>

- Minnesota State Colleges and Universities
  - $3,000,000 - Demolition and removal of obsolete buildings and infrastructure
  - $1,500,000 - Legislative engagement center
- Department of Education
  - $808,000 - Lower Sioux Indian Community Indian Center and language immersion public charter school
- Department of Natural Resources
  - $400,000 - Pickwick Mill Dam in Winona County
- Minnesota Pollution Control Agency
  - $650,000 - Statewide Drinking Water Contamination Mitigation
  - $125,000 - Study on the unlawful shipment of infectious or pathological waste

- Department of Transportation
  - $400,000 - 70th Street Interchange in Washington County
  - $750,000 - Hortman Memorial Highway Signage along TH 610
  - $2,900,000 - Ramsey County for North Metro Local Road Planning
  - $500,000 - Radar Infrastructure Grants
- Department of Human Services
  - $550,000- Emergency Shelter Facilities
- $2.3 million to the Minnesota Department of Health
  - $1,800,000 - Drinking Water Planning Grants
  - $500,000 - West Central Dental Resources for a critical access dental clinic
- Minnesota Department of Veterans Affairs
  - $350,000 - Stillwater Veterans Memorial
- Department of Corrections
  - $2,300,000 - Asset preservation improvements
- Department of Employment and Economic Development
  - $2,250,000 - South St. Paul for environmental remediation at the new Public Works Central Maintenance facility
  - $10,000,000 - Predesign and design of improvements to the Arena in St. Paul at the RiverCentre complex
  - $630,000 - St. Paul Port Authority for Capitol Area economic development grants
  - $1,000,000 - St. Paul Port Authority for improvements to the Heights Redevelopment Site
  - $1,000,000 - Bridge for Youth multiuse facility in Hennepin County
  - $1,000,000 - Center for Communication and Development in Minneapolis
  - $1,300,000- Neighborhood HealthSource for a new clinic in North Minneapolis
- State Airports
  - $1,265,000 – Mankato Regional Airport
  - $2,000,000 – Duluth International Airport
- Other Appropriations
  - $800,00 - CAAP Board, Melissa Hortman Memorial
    - Tribute shall be incorporated into the design of a memorial garden on the State Office Building site by the Department of Administration
  - $3.8 million for an appropriation to the Minnesota Zoological Board to address an operational deficiency

<u>Miscellaneous Policy</u>

- Designates Trunk Highway 610 as “Hortman Memorial Highway”
- Establishes Drinking Water Regionalization Planning and Assistance Grants
  - Defines eligible recipients and expenses, and criteria for grant administration
  - Requires a report to the legislature

- Requires the Commissioner of the Pollution Control Agency to conduct a study on the unlawful shipment of infectious or pathological waste including:
    - Assess the frequency of unlawful transfer of infectious or pathological waste
    - Survey current segregation practices and the costs associated with those practices
    - Recommendations for legislative or policy changes to reduce the frequency of unlawful transfers of pathological or infectious waste with costs estimates
    - Consider whether fines on infectious waste generators for noncompliance and unannounced inspections of infectious or pathological waste generators
- Establishes Radar Infrastructure Grants
    - Appropriates funding for grants to political subdivisions for the acquisition, design, construction, and installation of mobile radar infrastructure and equipment to detect and track intruding aircraft and vessels, assist with drone traffic management and emergency response, enhance collision and obstruction avoidance for publicly owned airports and waterways
- $17,760,000 - Cancellations for projects previously approved in prior bonding bills
- Extends the appropriation for the Corridors of Commerce grant awarded to the improvements along TH 13 in Savage and Burnsville to June 30, 2029

Liquor Omnibus Policy Bill

S.F. 2511 Senator Klein / Representative O'Driscoll
Chapter 48
Effective Date: Various

The Liquor Bill updates statewide alcohol regulations including new liquor license permits for the Science Museum, Union Depot, the University of Minnesota and establishes a food truck liquor pilot program for private events. The bill creates a "Granny Happy Hour," and allows alcohol at certain care facilities. Allowable personal direct wine shipping limits are increased to four cases annually, and seasonal limits are removed for resort licenses. Items that are nonalcoholic can now be included in manufacturers' marketing promotions.

Policy Changes

- Creates an exception allowing manufacture wholesalers who sell nonalcoholic products to continue selling those as long as those products are not used as an inducement to purchase alcoholic beverages
- Nursing homes, assisted living facilities and boarding care homes may serve intoxicating liquor on the premises without a license or permit under 340A
- The City of Saint Paul may issue an on-sale liquor licenses to the Science Museum and the Union Depot
- DPS may issue liquor licenses to those with a concessions contract at the U of M

- The limit on seasonal on-sale licenses a county may issue is removed, and counties may issue seasonal on-sale licenses to resorts. Counties may issue on-sale malt licenses
- Minneapolis is allowed to issue additional on-sale liquor licenses
- Mankato, Rochester, Bloomington, St. Louis Park, and several other cities and counties are permitted to issued additional on-sale liquor licenses within certain requirements

Cannabis Policy Bill

S.F. 4401 Senator Dibble / Representative Hanson
Chapter 123
Effective Date: Various

The 2026 Cannabis Policy bill embraces significant reforms to Minnesota's cannabis framework, addressing low dose hemp and cannabis packaging, allowing hemp businesses to also hold a cannabis license, and makes major changes to canopy size allowances. The bill streamlines and combines medical and adult-use cannabis regulations creating a macro business license. It changes local governments' regulation of these businesses and modifies penalties and studies. The bill passed both chambers after a standoff in the tied House related to canopy size and whether to allow increased investor ownership percentages in existing licensed cannabis businesses. While it passed on a 34-33 party line vote in the Senate, the bill passed the House with bi-partisan support 92-42.

Hemp-Derived Products & Low-Potency Edibles

- Allows a person, cooperative, or business that holds a hemp business license to also hold a cannabis license
- Allows a cannabis or hemp business to occupy the same premises as another cannabis or hemp business if the businesses share the same majority owners. Allows transportation of regulated products between businesses sharing the same premises. Determines that businesses occupying the same premises are jointly liable for violations of cannabis statutes and regulations
- Modifies cannabis packaging requirements by: (1) removing requirement that packaging or container must be plain, child resistant, tamper-evident, and opaque; (2) requiring cannabis flower to be prepackaged unless licensee has a cannabis flower packaging endorsement; (3) requiring cannabis products and lower-potency hemp edibles be prepackaged; and (4) setting packaging restrictions for containers containing multiple servings of a lower-potency hemp edible product intended to be consumed as a beverage
- Removes required information for cannabis product labels, including the name and license number of licensed cultivator and statutorily required warning information. Allows the Office of Cannabis Management (OCM) to establish warning requirements.

Excludes lower-potency hemp edibles from general cannabinoid product label requirements to make specific lower-potency hemp edible label requirements in another section. Establishes specific ratio hemp-infused cannabis product labeling requirement. Establishes separate labeling requirements for lower-potency hemp edibles

- Allows OCM to issue an on-site consumption endorsement to a lower-potency hemp edible retailer that does not have an on-sale liquor license if the retailer submits proof of liability insurance
- Introduces a hemp-infused cannabis product in the definition of "cannabis product."
- Allows the combination of cannabidiol, cannabigerol, cannabinol, and cannabichromene if each cannabinoid does not exceed 100 milligrams, and the combination does not exceed 400 milligrams in low dose hemp edibles
- Creates a new definition of "ratio hemp-infused cannabis product" for products that contain cannabis and nonintoxicating hemp
- Clarifies that lower-potency hemp edible manufacturers can only manufacture hemp-derived consumer products, not cannabis products
- Includes unlicensed facilities where lower-potency hemp edibles are manufactured, processed, or sold to the list of facilities over which OCM has inspection authority. Allows OCM to assess civil penalties to unlicensed facilities and to treat the possession of any seized, embargoed, or detained product as the unlicensed business having sold that product
- Establishes an edible cannabinoid product handler endorsement and a production of consumer products endorsement. Requires anyone who produces edible cannabis products or lower-potency hemp edibles or otherwise produces hemp-derived consumer products or cannabis products to obtain the appropriate endorsement
- Allows OCM to approve THC in hemp-derived topical products. Prohibits hemp-derived topical products containing more than 0.3 percent total THC

<u>Local Control</u>

- Removes authority for local units of government to issue an interim ordinance on time, place, and manner of cannabis business operation. Requires local units of government to submit evidence of noncompliance if the local unit of government is informing OCM to not issue a license. Allows counties that issue retail registrations to develop a registration process if the process meets the same minimum requirements as local units of government
- Clarifies that OCM may deny final license authorization if an applicants' location would violate local zoning ordinances, the State Fire Code, or the State Building Code
- Requires local governments with retail registration authority that perform compliance checks to submit certain data related to the compliance checks to OCM

Licensing, Civil, Criminal and Business Operations

- Strikes the requirements for OCM to not issue a cannabis business license to a person or business that illegally sold cannabis or violated the cannabis chapter after August 1, 2023
- Requires OCM to not issue a cannabis business license to a person or business that violated the cannabis chapter unless the violation occurred under certain circumstances (good faith mistake, not gross negligence, no illegal sale of cannabis, didn't cause harm to the public) Requires OCM to not issue a cannabis business license to a person or business who was assessed a fine for certain civil and criminal penalties
- Modifies the true party of interest standard to allow: (1) a person who contracts with a city or county to operate no more than ten municipal cannabis stores; and (2) an individual who holds up to 33% ownership of up to four social equity businesses
- Establishes an edible cannabinoid product handler endorsement and a production of consumer products endorsement. Requires anyone who produces edible cannabis products or lower-potency hemp edibles or otherwise produces hemp-derived consumer products or cannabis products to obtain the appropriate endorsement
- Requires cannabis microbusinesses that operate a retail location or package cannabis flower to obtain the appropriate endorsement
- Allows OCM to determine if a civil or regulatory violation disqualifies an individual from a hemp business license
- Repeals several cannabis provisions from chapter 151 and a medical cannabis endorsement subdivision

Medical Cannabis

- Medical cannabis products are now defined as a cannabis product, and form restrictions are removed
- Allows cannabis microbusinesses with a manufacturer endorsement to apply for and obtain a medical cannabis manufacturer endorsement if the business meets the medical cannabis manufacturing requirements

Studies

- Requires OCM to submit certain information in its annual market analysis, including: number of licenses issued; recommendations on number of licenses OCM should make available; supply and demand in the regulated market; impact of unregulated cannabis sales on the regulated market; and integrity of medical cannabis patient registry program. Allows OCM to solicit input to conduct market analysis
- Strikes certain inclusions in the annual report to the legislature including information on drivers who admitted to using cannabis or hemp products but retains a narrower version of impaired-by-cannabis driving

- Requires OCM to collaborate with state agencies and certain organizations to support education, prevention, and public safety initiatives
- Requires OCM to publish and submit a report to the legislature about administering a psilocybin therapeutic use program

Elections Policy Bill

H.F. 4240 Representative Freiberg / Senator Westlin
Chapter 102
Effective Date: Various

Absentee Voting Policy

- When a full-time clerk of any city or town provides notice to the county auditor about the intent to administer an election, they must include information on whether the municipality's office will be designated to administer voting starting on the 46th day before the election or the 18th day before the election
- Eliminates the limitations on who may receive a sealed transmittal absentee voting envelope from an agent who has been designated to bring them a ballot

Election Administration Policy

- Allows clerks holding town elections in March to skip recording information in the statewide voter registration system
- Requires the early voting official to maintain a printed copy of the voter certificate
- Requires that in special elections conducted by a school district with boundaries that include more than one county, at least one polling place must be designated within each county in which more than 5,000 of the school district's registered voters reside

Candidate Policy

- Prohibits elected officials and candidates from betting on elections
- Establishes a misdemeanor if any candidate places a wager with a prediction market on the outcome of an election in which the candidate is running

State Government Omnibus Bill

H.F. 4591 Representative Nash / Senator Gustafson
Chapter 119
Effective Date: Various

The State Government Omnibus bill had a small budget target of less than $1 million. The funding in the bill focused on investing in base appropriations for agencies to coordinate with the Office of the Inspector General. The policy in the bill was limited with over half of the bill's

text focused on restructuring the Board of Barber Examiners and the Board of Cosmetology Examiners.

Final Global Budget Target

FY2026-2027 - $925,000 FY2028-2029 - $8,000

State Government Appropriations

- Increases a FY27 appropriation to the Office of the Inspector General from $1.875M to $2.139M
- $561,000 in FY27 to Minnesota IT Services for operations that support data sharing between agencies, and the base appropriation is $1,272,000
- $1000,000 in FY27 for grants to the Association of Minnesota Public Educational Radio Stations
- $86,000 in FY27 for the administrative costs of the Melissa and Mark Hortman Memorial State Park Working Group

State Government Policy

- Authorizes the Secretary of the Senate and the Chief Clerk of the House of Representatives to take limited actions during the legislative interim to maintain the administrative operations of their legislative bodies and the Legislative Coordinating Commission
- Requires departments or agencies required by law to submit reports to legislators to submit the reports electronically
- Extends the expiration dates for the Legislative Commission on Cybersecurity from December 31, 2028, to December 31, 2035
- Authorizes state agencies to round cash transactions to the nearest five-cent amount
- Requires the Commissioner of Administration's policies to include a grantee fraud risk rating system and to include a template summary page with all requests for proposals for state contracts
- Eliminates the requirement that the that State employees be offered a high-deductible health benefit plan in the unrepresented and managerial plan
- Establishes the Melissa and Mark Hortman Memorial State Park Working Group that is tasked with creating the Melissa and Mark Hortman Memorial State Park within the Capitol Area

Omnibus Pension Bill

H.F. 4074 Representative Lillie / Senator Frentz
Chapter 106
Effective Date: Various

The three main areas of investment for the 2026 Pension Omnibus bill were the Police and Fire Plan, St. Paul Teachers Retirement Fund Association, and supporting the creation of new pension plans for telecommunicators and probation officers. The new pension plans for probation and telecommunicators are based upon the work of the Probation and 911 Telecommunication Work Group established by the 2025 Pensions Omnibus bill. The bill also included administrative changes requested by the plans, increased COLA for the Correctional Plan, and two new work groups.

Final Global Budget Target

FY202-2027 - $15,411,000 FY2028-2029 - $25,560,000

Work Group on Duty Disability and the Public Safety Officer's Benefit Account

- Requires the Executive Director on Pensions and Retirement to establish a Work Group on Duty Disability and the Public Safety Officer's Benefit Account for the purpose of recommending legislation that would:
    - Reform duty disability for members of the Police and Fire Plan; and
    - Ensure that members of the Police and Fire Plan who become duty disabled or retire have access to affordable health insurance coverage
- Recommendations of the Work Group are due to the Legislative Commission on Pensions and Retirement by March 1, 2027

Work Group on Vesting and Emergency Medical Providers in Firefighter Relief Associations and the Statewide Volunteer Firefighter Plan

- Requires the Executive Director of the Legislative Commission on Pensions and Retirement to convene a work group for the purpose of recommending legislation that would:
    - Shorten the vesting schedule for firefighter relief association to a maximum of ten years;
    - Require that firefighter relief associations include volunteer or paid on-call emergency medical providers as members on the same basis as volunteer or paid on-call firefighters; and
    - Make the same changes to the PERA Statewide Volunteer Firefighter Plan as recommended
- Draft legislation must be submitted to the Legislative Commission on Pensions and Retirement by January 29, 2027

Probation and 911 Telecommunicator Retirement Subplan for MSRS Employees

- Establishes a Probation and Telecommunicator Retirement Subplan of the MSRS General State Employees Retirement Plan effective January 1, 2027, which includes the below features:
    - Normal retirement at age 60
    - Early retirement at age 55
    - Increases employee contributions from 6 to 8.71%
        - Sets the employee contribution rate to 8% for the first 20 months of the plan
    - Allows for three-year cliff vesting
    - Includes a 1.9% multiplier
    - Allows members to purchase credit for past service
    - Establishes a Standing Review Committee at the Department of Corrections, Department of Public Safety, and the Metropolitan Council to review and determine positions and employees who should be covered in the new plan
- Related trunk highway fund appropriation:
    - Dept. of Public Safety: $7,000 in FY27 - $14,000 in FY28 - $14,000 in FY29

Local Government Probation and Telecommunicator Retirement Plan for PERA Employees

- Establishes a Local Government Probation and Telecommunicator Retirement Plan effective January 1, 2027, which includes the below features:
    - Normal retirement at age 60
    - Early retirement at age 55
    - Increases employee contributions from 6.5 to 8.82%
        - Allows for the employee contribution to be 8% for the first 20 months of the plan
    - Requires employers to contribute 7.5% of employer pay
    - Allows for three-year cliff vesting
    - Includes a 1.9% multiplier
    - Allows members to purchase credit for past service
- Related general fund appropriations:
    - $2,610,000 in FY27 to the Local Government Probation and Telecommunicator Retirement Fund. This is a one-time appropriation
    - $390,000 in FY27 to the General State Employees Retirement Fund for the benefit of the Local Government Probation and Telecommunicator Retirement Fund

Police and Fire Retirement Plan Changes

- Eliminates the one-year waiting period for COLAs in the Police and Fire Plan
- Directs $8,000,000 to the Police and Fire Retirement Plan on October 1 of each year until July 1, 2042

Correctional Plan Changes

- Reduces employee contributions from 6.83 of pay to 6% of pay
- Reduces employer contributions from 10.25 of pay to 9% of pay
- Raises the cap on COLAs from 2.5 to 3%

St. Paul Teachers Retirement Fund Association

- Reduces employee contributions from 9 to 8% of pay
- Requires an annual audit of the St. Paul Teachers Retirement Fund Association by the State Auditor
- Directs $3,400,000 in state aid to the St. Paul Teachers Retirement Fund Association each year until July 1, 2048

MSRS Changes

- Allows two deputy state fire marshals who missed election coverage in the MSRS general plan to elect into the plan

PERA Changes

- Includes technical changes to the PERA Statewide Volunteer Firefighter Plan
- Transfers the Maple Plain Fire Department records, assets, and liabilities from the Statewide Volunteer Firefighter Plan to the Maple Plain Fire Relief Association

General Pension Changes

- Requires employers of reemployed retirees to pay employer contributions
- Revises the definition of "salary" to exclude pay from the State of Minnesota Paid Leave

Information Technology Modernization Bill

S.F. 334 Senator Wiklund / Representative Clardy
Chapter 120
Effective Date: Various

The IT Modernization bill creates a formal governance and funding structure to support long-term modernization of Minnesota's human services technology systems, with a focus on eligibility, enrollment, case management, provider enrollment, claims payment, licensing, child support, data modernization, fraud prevention, and system interoperability.
It establishes a Human Services Systems Modernization Advisory Council and a bipartisan Legislative Commission on Human Services Systems to guide planning, oversight,

procurement, financing, and implementation, with required consultation before major projects affecting counties or Tribal Nations. The bill also creates a dedicated modernization fund, requires Minnesota IT (MNIT) to develop a multiyear modernization plan, and provides targeted funding for county and Tribal technology improvements, DCYF and DHS system upgrades, MAXIS and METS improvements, fraud prevention tools, and statewide modernization projects. Overall, the new law is intended to move Minnesota away from fragmented legacy systems toward a more coordinated, modern, and accountable human services technology infrastructure.

Human Services Systems Modernization Governance

- Requires Minnesota Management and Budget to transfer excess general fund revenues into the Human Services Systems Modernization Fund when the fund balance falls below $50 million, and the state ends a biennium with a higher-than-projected closing balance. Transfers must occur by October 15 following the biennium
- Establishes a Human Services Systems Modernization Advisory Council to advise DHS, DCYF, and MNIT on the planning, governance, financing, integration, and modernization of human services technology systems used by the state, counties, and Tribal Nations. The council includes representatives from DHS, DCYF, MNIT, counties, county social service administrators, and Tribal Nations
- The Council is required to:
    - Review legacy and replacement systems
    - Recommend statewide modernization priorities
    - Evaluate interoperability and enterprise integration opportunities
    - Identify opportunities to maximize federal financial participation
    - Assess impacts on counties, Tribal Nations, providers, and beneficiaries
    - Recommend statutory, governance, procurement, and funding changes needed for modernization efforts
    - Before initiating major modernization projects that materially affect counties or Tribal Nations, DHS, DCYF, and MNIT must present proposals to the council and consider its recommendations. If agencies reject a recommendation, they must provide a written explanation to legislative leaders within 10 business days
    - The council must also issue annual reports beginning February 1, 2027, including project status updates, procurement developments, federal funding opportunities, and draft legislative recommendations
- Human Services Systems Modernization Fund
    - Creates a Human Services Systems Modernization Fund to support multiyear modernization of human services IT systems. Agencies may not encumber funds until consultation with the advisory council occurs
    - Eligible uses include:

        - Modernization or replacement of eligibility, enrollment, case management, provider enrollment, claims payment, licensing, and child support systems
        - Shared services and enterprise integration infrastructure
        - Data modernization, analytics, fraud prevention, and program integrity tools
        - Interoperability improvements between state, county, Tribal, provider, vendor, and federal systems
        - Automation, machine learning, predictive analytics, and advanced modeling tools tied to modernization efforts
        - The bill prohibits using the fund for ordinary agency operations, routine maintenance, or minor technology updates
        - MNIT must develop a multiyear modernization plan by March 1, 2027, including:
            - A statewide inventory of major human services systems
            - Modernization timelines and sequencing
            - Estimated costs and financing plans
            - Federal funding assumptions
            - Cybersecurity, privacy, accessibility, and data governance requirements
            - Expected outcomes and performance measures
            - Annual reporting requirements include updates on project status, fund balances, measurable reductions in administrative burden and payment errors, and legacy systems replaced or decommissioned
- Legislative Commission on Human Services Systems
    - Establishes an eight-member bipartisan legislative commission to oversee planning, financing, procurement, implementation, and modernization of human services systems. The commission includes four House members and four Senate members appointed by legislative leadership
    - The commission is tasked with:
        - Reviewing system modernization risks, timelines, costs, and outcomes
        - Monitoring advisory council and MNIT reports
        - Evaluating Minnesota's state-supervised, county-administered human services structure
        - Reviewing how other states modernize and administer human services systems

        - Recommending legislative, procurement, governance, and funding changes needed for modernization efforts
    - The commission expires December 31, 2033
- Initial Advisory Council Appointments and Meeting
    - Requires initial appointments to the advisory council by August 15, 2026, and requires the first meeting by September 15, 2026
- Initial Legislative Commission Appointments and Meeting
    - Requires appointments and designation of cochairs for the legislative commission by August 15, 2026, with the first meeting held by September 15, 2026

Appropriations and Technology Modernization Investments

- Appropriates $10 million in FY2027 to MNIT for county and Tribal human services technology modernization projects, available through June 30, 2031
- Eligible projects include:
    - Shared data reporting and analytics tools
    - Workflow automation and electronic forms
    - Secure portals, messaging, and document upload functionality
    - Application programming interfaces and interoperability tools
    - Improvements to MNbenefits
    - Eligibility, claims processing, provider enrollment, and payment accuracy tools
    - Artificial intelligence and predictive analytics tools for administrative efficiency and fraud prevention
    - Training, testing, cybersecurity, and implementation support activities
- Appropriates $559,000 in FY2027 from the modernization fund to the Legislative Coordinating Commission to administer the Legislative Commission on Human Services Systems through June 30, 2029
- Appropriates $3.9 million in FY2027 from the modernization fund to MNIT to support the Human Services Systems Modernization Advisory Council through June 30, 2029

Department of Children, Youth, and Families Technology Investments

- Appropriates funding for multiple DCYF modernization initiatives, including:
    - MAXIS integration layer development
    - Consolidation of economic assistance policy manuals and an AI chatbot
    - Expanded income verification technology
    - Development of a secure applicant portal
    - A modernization study and roadmap
    - Replacement of MAXIS green screens

- Development of a rules engine to improve automation and reduce manual workarounds
- Creation of an interagency governance team supporting cross-agency IT implementation and coordination with counties and Tribal Nations

Department of Human Services Technology Appropriation

- $1.81 million for an interagency governance team supporting modernization implementation and county and Tribal coordination
- $9.66 million for MAXIS and METS system improvements

MNIT Appropriation

- $11.413 million in FY2027 to MNIT for statewide human services modernization projects authorized under the bill, available through June 30, 2031

Fraud Prevention and Detection Technology Funding

- $15 million in FY27 to MNIT for fraud prevention and detection modernization, including improved interagency data sharing, analytics, identity authentication, and verification capabilities

Transfer to Human Services Systems Modernization Fund

- Transfers $50 million from the general fund into the Human Services Systems Modernization Fund in FY27, with additional base transfers in FY28 and FY29

Office of the Inspector General

S.F. 856 Senator Gustafson / Representative Norris
Chapter 92
Effective Date: Various

Following years of headlines about fraudsters taking advantage of Minnesota's social safety-net programs, the legislature passed a bill establishing the Office of the Inspector General. The new Office will be exclusively focused on tackling fraud. The Office is charged with conducting inspections, evaluations, and investigations of state agencies to identify fraud by using professional accounting standards. The law requires state agencies to enter into interagency agreements to ensure coordination between state agencies and the new Office.

Establishing the Office of the Inspector General

- Establishes an Inspector General serving as an independent entity in the executive branch responsible for ensuring accountability, transparency, and integrity in the operations of the state executive branch agencies and programs
- Requires the Compensation Council to set the salary of the Inspector General

- Establishes minimum qualifications to be eligible to be appointed as an inspector general including requiring:
    - A bachelor's or higher degree in criminal justice, public administration, law, or a related field;
    - 10 years of professional experience in auditing, investigations, law enforcement, or a related area;
    - A professional certificate from the Association of Inspectors General; and
    - Demonstrate a commitment to safeguarding the mission of public service
- The Legislative Inspector General Advisory Commission must recommend candidates for the Inspector General
    - The Governor appoints an Inspector General from the recommendations of the Advisory Commission
- Limits the term of the Inspector General to a five-year term. To be appointed to an additional term, they must be confirmed by a three-fifth vote
- Establishes a procedure to remove the Inspector General for cause

<u>Powers and Duties of the Inspector General</u>

- The Inspector General is authorized and responsible to:
    - Establish the standards and best practices concerning the operation, investigation, and fraud prevention processes of agency inspectors general
    - Facilitate information sharing between agencies, including coordinating investigations that involve multiple agencies and designating a lead agency, coordinating and assisting agency identification and review of suspicious documents and data anomalies, and alerting other agencies of a person suspected of committing fraud
    - Evaluate the performance of agency inspector general offices and recommend improvements
    - Conduct inspection, evaluation, and investigations of agencies and programs with a focus on recipients of public funds and publicly funded services
    - Refer matters for civil, criminal, or administrative action to the Office of the Inspector General Anti-Fraud and Waste Bureau under the BCA
    - Recommend policy and legislative changes to improve program efficiency
    - Publish reports on completion of an investigation summarizing findings, recommendations, and outcomes
    - Investigate private entity or local government administering of state programs
    - Submit an annual report summarizing the work of the office of the Legislative Inspector General Advisory Commission

    - Alert relevant agency heads when the inspector general has a reasonable suspicion that fraud or misuse is being committed that constitutes a credible allegation, and
    - Establish and maintain a current exclusion list in a format readily accessible to agencies that identifies each program and individual for which the inspector general has obtained a court order to freeze or cease distribution of funds or made a recommendation to fraud or cease distribution of funds
- The Inspector General has authority to investigate fraud and misuse of public funds across all programs administered by agencies
- The Inspector General may seek a court order to freeze, or stop, distribution of public funds
- Beginning January 1, 2028, the Inspector General may appoint peace officers and establish a law enforcement agency known as the Office of the Inspector General Anti-Fraud and Waste Bureau to conduct statewide investigations and make arrests
    - The Bureau must develop policies for notifying, coordinating, and referring investigations to other law enforcement agencies concurrently
        - If the Inspector General establishes a Bureau, the Inspector General must appoint a peace officer to be the chief law enforcement officer responsible for managing the Bureau
            - The chief law enforcement officer must do an annual report on the cost-effectiveness of the Bureau
    - The Bureau must develop a policy for notifying the law enforcement agency with primary jurisdiction when it has initiated investigation of any person within the jurisdiction of that agency
- The Inspector General has the powers possessed by the court of law to issue and have subpoenas served
- The Office of the Inspector General is a government entity and is subject to the Government Data Practices Act
- The Inspector General may hire and manage staff as necessary
- The Inspector General must maintain a phone line and website for reporting fraud and misuse that allows the person to make anonymous reports
- The Inspector General's activities must adhere to professional standards as prescribed by the Association of Inspectors General or other recognized bodies
- Requires the Office of the Inspector General to enter into an interagency agreement with various state agencies including:
    - Department of Human Services
    - Department of Children, Youth, and Families
    - Department of Health

- Department of Education
- Bureau of Criminal Apprehension

Other Notable Policy Provisions

- Requires the legislative auditor to refer all credible reports from the public about potential fraud or misuse to the inspector general
- Establishes a Legislative Inspector General Advisory Commission
- The head of each agency must prominently highlight on the agency's website the fraud reporting tools administered by the Office of the Inspector General and the Office of the Legislative Auditor
- Requires that state employees elected to state legislative office and required to take a leave of absence have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, insurance benefits, sick leave, and other benefits as if the leave was not taken
- Adds authority for the Commissioner of Health to withhold payment under any program based on information in the Inspector General's list supporting a credible allegation of fraud

VI. Legislation that Did Not Pass

- Jobs and Economic Development Omnibus
- Metro Surge financial package / economic development fund
- Transportation Omnibus
    - E-bike / micromobility legislation
    - Driverless vehicles
- Gun violence prevention omnibus bill
- Local government sales tax proposals
- NDA / confidentiality agreement legislation
- Residential Zoning/Land Use Preemption
- Broadband franchising

VII. Legislative Retirements

2025-2026 Legislative Retirements

District	Body	Party	Name	Note
10A	House	R	Ron Kresha	Co-Chair of Education Finance
13B	House	R	Tim O'Driscoll	Co-Chair of Commerce Committee
15A	House	R	Chris Swedzinski	Co-Chair Energy Finance and Policy
15B	House	R	Paul Torkelson	Co-Chair of Ways and Means
21A	House	R	Joe Schomacker	Co-Chair Human Services Finance and Policy
30B	House	R	Paul Novotny	Co-Chair of Public Safety Finance and Policy
33A	House	R	Patti Anderson	Vice Chair of Fraud Prevention and State Agency Oversight Policy
39A	House	DFL	Erin Koegel	Co-Chair of Commerce Committee
39B	House	DFL	Sandra Feist	Co-Vice Chair of Public Safety Finance and Policy Committee
40A	House	DFL	Kelly Moller	Co-Chair of Public Safety Finance and Policy Committee, Co-Chair of Ethics Committee
13	Senate	R	Jeff Howe	
15	Senate	R	Gary Dahms	Ranking Minority Member on Commerce and Consumer Protection
20	Senate	R	Steve Drazkowski	
21	Senate	R	Bill Weber	Ranking Minority Member on Taxes
22	Senate	R	Richard Draheim	Ranking Member on Jobs and Workforce Committee
24	Senate	R	Carla Nelson	Former Senate Tax Chair
26	Senate	R	Jeremy Miller	Former Senate Majority Leader
37	Senate	R	Warren Limmer	Ranking Minority Member on Judiciary and Public Safety
43	Senate	DFL	Ann Rest	Chair of the Taxes Committee, Vice Chair of the Rules and Administration Committee

44	Senate	DFL	Tou Xiong	Chair of the State and Local Government Committee
49	Senate	DFL	Steve Cwodzinski	Chair of the Education Policy Committee
50	Senate	DFL	Alice Mann	Vice Chair of the Health and Human Services Committee
51	Senate	DFL	Melissa Wiklund	Chair of the Health and Human Services Committee
52	Senate	DFL	Jim Carlson	Chair of the Elections Committee
65	Senate	DFL	Sandy Pappas	Chair of Capital Investment Committee

Legislators Running for Other Offices 2026

District	Body	Party	Name	Note
4A	House	DFL	Heather Keeler	7th Congressional District
5B	House	R	Mike Wiener	Senate District 5
13A	House	R	Lisa Demuth	Governor
14A	House	R	Bernie Perryman	Senate District 14
14B	House	DFL	Dan Wolgamott	State Auditor
20B	House	R	Steve Jacob	Senate District 20
23A	House	R	Peggy Bennett	Governor
36A	House	R	Elliott Engen	State Auditor
37A	House	R	Kristin Robbins	Governor (Suspended Campaign)
41B	House	R	Tom Dippel	Senate District 41
43A	House	DFL	Cedrick Frazier	Hennepin County Attorney
43B	House	DFL	Mike Freiberg	Senate District 43
52A	House	DFL	Liz Reyer	Senate District 52
54B	House	R	Ben Bakeberg	Senate District 54
55B	House	DFL	Kaela Berg	2nd Congressional District
65B	House	DFL	Maria Isa Perez-Vega	Ramsey County Commissioner District 5

53	Senate	DFL	Matt Klein	2nd Congressional District
54	Senate	R	Eric Pratt	2nd Congressional District

Legislators Who Did Not Finish Their Term

District	Body	Party	Name	Note
34B	House	DFL	Melissa Hortman	Melissa Hortman was assassinated on June 14, 2025. On August 12, XP Lee was elected to complete her term.
47B	House	DFL	Amanda Hemmingsen-Jaeger	Amanda Hemmingsen-Jaeger was elected to the Minnesota Senate during a special election in November 2025.
64A	House	DFL	Kaohly Her	Kaohly Her was elected to be the Mayor of Saint Paul in November of 2025.
6	Senate	R	Justin Eichorn	Justin Eichorn resigned following felony charges being brought against him. On April 29, Keri Heintzeman was elected to complete his term.
29	Senate	R	Bruce Anderson	Bruce Anderson passed away on July 21, 2025. A special election to fill his seat will take place on November 4.
47	Senate	DFL	Nicole Mitchell	Nicole Mitchell resigned July 25 following a felony conviction. A special election to fill her seat will take place on November 4.

Former Legislators Running for Office

District	Body	Party	Name	Note
14B	House	DFL	Zachary Dorholt	Dorholt served in the Minnesota House.
22	Senate	R	Jeremy Munson	Jeremy Munson served in the Minnesota House of Representatives and was a founding member of the New House Republican Caucus.

APPENDIX

MUNICIPAL LEGISLATIVE COMMISSION

2026 MLC Legislative Priorities

The Municipal Legislative Commission (MLC) is an association of 19 suburban communities working together to promote public policy decisions that are transparent, accountable, and equitable. We support strategic initiatives that help our cities, businesses, region, and state develop and thrive.

TOP TIER ISSUES – PRIORITY

Housing Production and Affordability:

- Expand TIF increment transfers to local housing trust funds
- Provide greater LAHA fund flexibility
- Allow LCA grants to fund zoning updates that support local housing goals
- Reform insurance and warranty requirements to support more condo construction
- Allow city councils to adopt comp plan changes for redevelopment by simple majority vote
- Increase funding for NOAH preservation programs
- Increase state investment to promote new affordable housing development

Public Safety Penalties:

- Increase penalties for impersonating a licensed peace officer, making it a felony
- Prohibit non-law-enforcement vehicles from displaying equipment or markings that could make them appear to be law-enforcement vehicles

Local Option Sales Tax Bypass for Regional Projects:

- Oppose tax equalization measures
- Oppose limits on facility spacing and requirements for approval from neighboring cities
- Allow metro parks and trails as pre-approved uses of local sales tax revenue
- Add a CPI inflation adjustment so cities can fully fund planned projects

Broadband: Allow cities to franchise broadband/Internet providers in the public right-of-way

TIER 2 ISSUES – SUPPORT

Bonding: Support a robust, regionally balanced bonding bill that invests in essential local infrastructure, including projects serving suburban communities.

Workforce: Preserve funding for workforce programs like the Minnesota Investment Fund (MIF), Job Creation Fund (JCF), and other initiatives preparing workers for high-demand, living-wage careers.

Local Cannabis Aid: Reinstate state funding to help cities and counties cover the costs of implementing cannabis legalization

Park Dedication Fees: Allow cities to require dedication or fees from all development, not just new subdivisions, to support expanding park and open space needs

Public Safety Aid: Provide additional one-time funding for police and fire aid programs

Construction Sales Tax Exemption: Streamline exemptions for local construction projects with a clear refund process that reduces administrative burden and ensures full tax savings for public entities

Property Tax Relief: Support direct relief through Property Tax Refund and Renters Credit programs

TIER 3 ISSUES – MONITOR

EMS: Strengthen local control by ensuring input in state rulemaking, allowing cities to select ambulance providers and service levels, and providing tools for performance transparency

E-bike Safety: Support consistent statewide standards and public education to improve safety

Fiscal Disparities: Preserve program integrity by preventing revenue diversion for one-off legislative priorities

Local Government Aid: Support more frequent program reviews to reflect growing financial needs of all cities, including those not currently receiving LGA

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Plymouth
Prior Lake
Rosemount
Shakopee
Shoreview
Woodbury

April 10, 2026

Representative Kristin Bahner
Minnesota House of Representatives
5th Floor Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Dear Representative Bahner,

On behalf of the Municipal Legislative Commission (MLC), we appreciate your work on HF1268/SF1750 and your engagement with cities and stakeholders on this issue. We recognize and appreciate the improvements that have been made to the bill to date.

We write to respectfully request a targeted amendment to address an outstanding concern related to stormwater management. As currently drafted, the bill's preemption provisions may have the unintended consequence of shifting responsibility for privately managed stormwater infrastructure onto cities and their taxpayers.

Cities are responsible for the public collection portion of stormwater systems, but private property owners are responsible for managing stormwater runoff until it enters that public system. Without a clear statutory distinction, cities could be placed in the position of either assuming long-term maintenance obligations for private stormwater facilities or denying development proposals altogether due to the associated public cost burden.

To address this issue while preserving the broader policy intent of the bill, we recommend the following amendment:

Section 18, Subdivision 2, Line 54, after the word "rule," insert "or for the management of stormwater."

This language would ensure that cities can continue to meet state and federal stormwater requirements without taking on responsibility for privately owned infrastructure. Importantly, this change is narrow and does not undermine the bill's overall objective. The preemption framework would remain in place for other development-related requirements, while avoiding scenarios where projects are denied due to unworkable stormwater management obligations.

We respectfully urge you to consider this amendment as the bill moves forward. We would welcome the opportunity to discuss further or provide any additional context that may be helpful.

Thank you for your leadership and consideration.

Sincerely,



James Hovland
Chair, MLC
Mayor, City of Edina

555 Wabasha Street N., Suite 220 | Saint Paul, MN 55102 www.mlcmn.org

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February 24, 2026

Chair Rep. Paul Novotny
Minnesota House of Representatives
House Public Safety Finance and Policy Committee
2nd Floor Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Re: Municipal Legislative Commission Letter of Support for HF 3404 (Klevorn)

Dear Chair Novotny and Members of the Committee:

On behalf of the Municipal Legislative Commission (MLC), representing 19 cities and nearly one million residents across the seven-county metropolitan region, I write to express our strong support for HF 3404, authored by Representative Klevorn, which strengthens criminal penalties and establishes new safeguards related to impersonating a peace officer.

Impersonation of law enforcement poses a serious threat to public safety and undermines the trust that is essential between communities and the officers who serve them. When individuals falsely present themselves as peace officers, they not only create confusion and fear, but also increase the risk of harm to residents and legitimate law enforcement personnel.

HF 3404 appropriately modernizes Minnesota law to reflect the seriousness of these offenses. The bill establishes felony-level penalties for impersonation, particularly in cases involving firearms, prior violations, or conduct intended to gain access to restricted areas or exercise authority over others. These provisions recognize the heightened danger associated with deliberate impersonation and provide meaningful deterrence. The bill also clarifies identification requirements and enhances penalties when additional crimes are committed while impersonating a peace officer, ensuring accountability for conduct that exploits public trust.

Cities and their police departments rely on clear legal standards to protect residents and maintain the integrity of law enforcement. HF 3404 strengthens these protections, promotes public safety, and reinforces confidence in legitimate law enforcement officers.

Thank you for your leadership on this important issue. The Municipal Legislative Commission respectfully urges your support for HF 3404.

Sincerely,



James Hovland
Chair, MLC
Mayor, City of Edina

555 Wabasha Street N., Suite 220 | Saint Paul, MN 55102 www.mlcmn.org

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Minnetonka
Plymouth
Prior Lake
Rosemount
Shakopee
Shoreview
Woodbury

February 27, 2026

Dear Members of the Housing Finance & Policy Committee,

As a coalition of 19 cities representing nearly one million residents across the seven-county metropolitan region, the Municipal Legislative Commission (MLC) strongly urges your support for HF 3806 (Howard), authorizing the issuance of housing infrastructure bonds (HIBs). This critical legislation will help address urgent housing needs in our communities.

Since 2012, HIBs have been a vital tool for financing affordable housing in Minnesota, particularly in supporting projects that serve households at 30% of Area Median Income (AMI). By expanding HIB availability, HF 3806 will strengthen investment in affordable housing across the state, including in MLC cities. With Minnesota facing a critical housing shortage, especially for lower-income residents, this expansion is crucial to create and preserve affordable housing options.

We look forward to working with you to ensure the passage of HF 3806, a critical step in addressing Minnesota's affordable housing needs.

Sincerely,



James Hovland
Chair, MLC
Mayor, City of Edina

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Woodbury

March 18, 2026

Chair Sen. Ron Latz
Minnesota Senate
Senate Judiciary and Public Safety Committee

Re: Municipal Legislative Commission Letter of Support for SF 3735 (Hoffman)

Dear Chair Latz and Members of the Committee:

On behalf of the Municipal Legislative Commission (MLC), representing 19 cities and nearly one million residents across the seven-county metropolitan region, I write to express our strong support for SF 3735, authored by Senator Hoffman, which strengthens criminal penalties and establishes new safeguards related to impersonating a peace officer.

Impersonation of law enforcement poses a serious threat to public safety and undermines the trust that is essential between communities and the officers who serve them. When individuals falsely present themselves as peace officers, they not only create confusion and fear, but also increase the risk of harm to residents and legitimate law enforcement personnel.

SF 3735 appropriately modernizes Minnesota law to reflect the seriousness of these offenses. The bill establishes felony-level penalties for impersonation, particularly in cases involving firearms, prior violations, or conduct intended to gain access to restricted areas or exercise authority over others. These provisions recognize the heightened danger associated with deliberate impersonation and provide meaningful deterrence. The bill also clarifies identification requirements and enhances penalties when additional crimes are committed while impersonating a peace officer, ensuring accountability for conduct that exploits public trust.

Cities and their police departments rely on clear legal standards to protect residents and maintain the integrity of law enforcement. SF 3735 strengthens these protections, promotes public safety, and reinforces confidence in legitimate law enforcement officers.

Thank you for your leadership on this important issue. The Municipal Legislative Commission respectfully urges your support for SF 3735.

Sincerely,



James Hovland
Chair, MLC
Mayor, City of Edina



MUNICIPAL LEGISLATIVE COMMISSION

Meeting Housing Needs in MLC Cities

How Comprehensive Plans, Local Affordable Housing Aid, and Community Decisions Work Together to Deliver Housing

THE COMPREHENSIVE PLANNING SYSTEM

Comprehensive planning is how cities in the metro region manage growth and create housing capacity. Local comprehensive plans ("Comp Plans") are governed by state law and reviewed by the Metropolitan Council, with cities updating their plans on a regular cycle to align with regional forecasts for population, housing, transportation, and infrastructure. Comp Plans serve as the foundation for cities' zoning, redevelopment, and long-term growth decisions.

Through comprehensive planning, cities manage growth and create housing capacity by aligning local land-use decisions with regional infrastructure investments and state housing goals. This coordination ensures that new development is fiscally responsible and reflects community priorities.

WHY COMPREHENSIVE PLANS MATTER FOR HOUSING:

The comprehensive planning process is the primary way housing capacity is determined in the metro region. It determines where higher-density housing is allowed, where redevelopment can occur, how infrastructure is staged to support new units, and how affordable housing goals are incorporated. In practice, comprehensive plans connect regional housing priorities to local land-use decisions and community-driven priorities.

COMPREHENSIVE PLANNING IS THE BACKBONE OF HOUSING CAPACITY:

- **Aligns land use with housing goals:** By identifying areas appropriate for higher-density and mixed-use development, plans expand opportunities for both **market-rate and affordable housing.**
- **Engages local stakeholders:** Cities use inclusive planning processes that bring together residents, developers, employers, and service providers to build durable consensus around housing priorities.
- **Integrates housing into long-term community strategy:** Plans link housing with economic development, transportation access, and environmental sustainability, ensuring growth is intentional and achievable.

COMP PLANS - WHO DOES WHAT:

- **The Metropolitan Council sets regional growth forecasts and adopts system plans for transportation, wastewater, water supply, and parks.**
- **Cities own land-use decisions and shape growth through locally adopted comprehensive plans that reflect community priorities and character.**
- **THE RESULT: a system that preserves local authority while ensuring development is supported by coordinated regional infrastructure.**

The current comprehensive planning cycle is aligned with the Metropolitan Council's **Imagine 2050 Regional Plan**, which was adopted on February 12, 2025.

Local governments have three years under state law to review and update their comprehensive plans to conform with Imagine 2050 and submit them to the Met Council. For this cycle, jurisdictions must complete their planning process and submit updated plans by December 31, 2028.

LOCAL AFFORDABLE HOUSING AID (LAHA)



Local Affordable Housing Aid (LAHA) is a key planning and finance tool that helps cities turn housing priorities in their comprehensive plans into real projects on the ground. By providing flexible, locally controlled funding, LAHA supports the implementation of housing strategies that communities have already identified as priorities. Because annual allocations are modest, the ability to pool and carry funds across multiple years is essential, allowing cities to make larger, more strategic investments rather than fragmented, one-time expenditures.

How MLC Cities Are Using LAHA:

MLC cities use LAHA to align state resources with local priorities and to leverage additional public and private investment.

Common uses include:

- Gap financing for affordable rental developments
- Preservation of Naturally Occurring Affordable Housing (NOAH)
- Local housing trust funds
- First-time and first-generation homebuyer programs
- Rehabilitation and accessibility improvements
- Down payment assistance
- Regional collaborations to pool funds and increase impact

Expanding LAHA and increasing flexibility in how funds are used will help cities move from planning to production more efficiently, which will accelerate affordable housing outcomes across the region.

CITY	2025 LAHA Allocation (Total
Apple Valley	$764,230.98
Bloomington	$1,478,986.21
Burnsville	$1,141,331.12
Chanhassen	$307,291.88
Chaska	$339,010.59
Eagan	$891,647.99
Eden Prairie	$729,801.28
Edina	$875,381.99
Golden Valley	$343,754.84
Inver Grove Heights	$491,911.00
Lakeville	$635,458.47
Maple Grove	$754,878.03
Minnetonka	$800,422.83
Plymouth	$933,261.85
Prior Lake	$266,897.98
Rosemount	$232,874.92
Shakopee	$552,366.31
Shoreview	$334,672.99
Woodbury	$844,476.59



LAHA IN ACTION:

Prior Lake: Approved $225,000 for Twin Cities Habitat for Humanity to complete a four-unit townhome development near Ponds Park, with final construction expected in 2026.

Edina: Utilizing LAHA funds in conjunction with the Homes Within Reach land trust for an affordable ownership preservation program to purchase and preserve existing single-family homes.

COMMUNITY-DRIVEN HOUSING PRODUCTION

Across MLC cities, housing production reflects a deliberate, community-driven mix of planning tools, policy strategies, and funding resources that expand options and respond to local needs. Cities aren't relying on a single approach - they are combining locally led planning, targeted incentives, and flexible funding to encourage development and increase housing supply.

CITY	2014 Units	2019 Units	2024 Units	10-Year Change (2014–2024)
Apple Valley	19,453	21,129	22,254	2,801
Bloomington	38,654	39,383	42,199	3,545
Burnsville	25,301	25,456	27,119	1,818
Chanhassen	9,300	9,837	10,356	1,056
Chaska	8,966	9,808	11,221	2,255
Eagan	27,010	28,087	29,881	2,871
Eden Prairie	25,464	25,760	27,057	1,593
Edina	23,204	24,059	25,347	2,143
Golden Valley	9,387	10,436	10,511	1,124
Inver Grove Heights	13,444	13,868	14,625	1,181
Lakeville	19,678	22,228	26,843	7,165
Maple Grove	24,969	26,964	29,725	4,756
Minnetonka	23,673	24,769	27,117	3,444
Plymouth	31,129	33,015	34,011	2,882
Prior Lake	9,499	10,430	11,289	1,790
Rosemount	7,962	8,793	10,220	2,258
Shakopee	13,864	14,375	17,144	3,280
Shoreview	10,845	11,041	11,996	1,151
Woodbury	25,108	27,174	31,288	6,180
TOTALS BY HOUSING TYPE				
2-4 Plex	7,664	7,711	3,374	-4,290
Multifamily	85,093	93,702	114,801	29,708
Single-Family	212,421	221,050	232,157	19,736
Townhome	61,732	64,147	69,851	8,119
ADUs	0	2	20	20
TOTAL HOMES	**366,910**	**386,612**	**420,203**	**53,293**

By aligning local authority with external resources, MLC cities are showing meaningful progress in both housing production and affordability.

Between 2014 and 2024, MLC cities added more than 53,000 homes, increasing total housing stock by roughly 15%.

Over the same period, affordable housing production nearly doubled, with new affordable units rising from 724 in 2014 to 1,345 in 2024.

LOCAL PLANNING IN ACTION:

Minnetonka - turning underused land into inclusive housing



Minnetonka's comprehensive plan directs higher-density housing to commercial nodes and establishes clear production and affordability targets.

Along the I-394 corridor, three projects have converted low-profile office buildings into high-density housing, each including affordable units. In one development, the city leveraged increased density to deliver a rare three-bedroom transitional unit for people experiencing homelessness, demonstrating how strategic planning can turn underused land into inclusive housing solutions.

Looking Ahead: Opportunities for State Partnership

MLC cities are leading locally driven efforts that align with statewide housing goals and regional planning through Comp Plans, yet challenges remain - especially in expanding affordable units. Strengthening flexible planning tools and targeted funding will accelerate housing outcomes already underway in our communities.



What MLC Cities are Asking the State to Do on Housing:

Strengthen state–local partnerships that build on what communities are already doing, rather than imposing one-size-fits-all mandates.

Recognize and work within the existing comprehensive planning framework that guides long-term housing and infrastructure decisions.

Preserve flexible housing funding tools that can be tailored to local needs and market conditions.

Invest in infrastructure that is aligned with projected growth so housing can be built where it makes the most sense.

Respect local decision-making and land use authority, recognizing that local officials are best positioned to balance housing goals with community realities.

MLC 2026 PRIORITY LEGISLATIVE ISSUES

Housing Production and Affordability:

- Expand TIF increment transfers to local housing trust funds
- Provide greater LAHA fund flexibility
- Allow LCA grants to fund zoning updates that support local housing goals
- Reform insurance and warranty requirements to support more condo construction
- Allow city councils to adopt comp plan changes for redevelopment by simple majority vote
- Increase funding for NOAH preservation programs
- Increase state investment to promote new affordable housing development

Local Option Sales Tax Bypass for Regional Projects:

- Oppose tax equalization measures
- Oppose limits on facility spacing and requirements for approval from neighboring cities
- Allow metro parks and trails as pre-approved uses of local sales tax revenue
- Add a CPI inflation adjustment so cities can fully fund planned projects

Broadband: Allow cities to franchise broadband/Internet providers in the public right-of-way

555 Wabasha Street N.
Suite 220
Saint Paul, MN 55102

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Date: 6/15/2026

Snowmobile Map Update

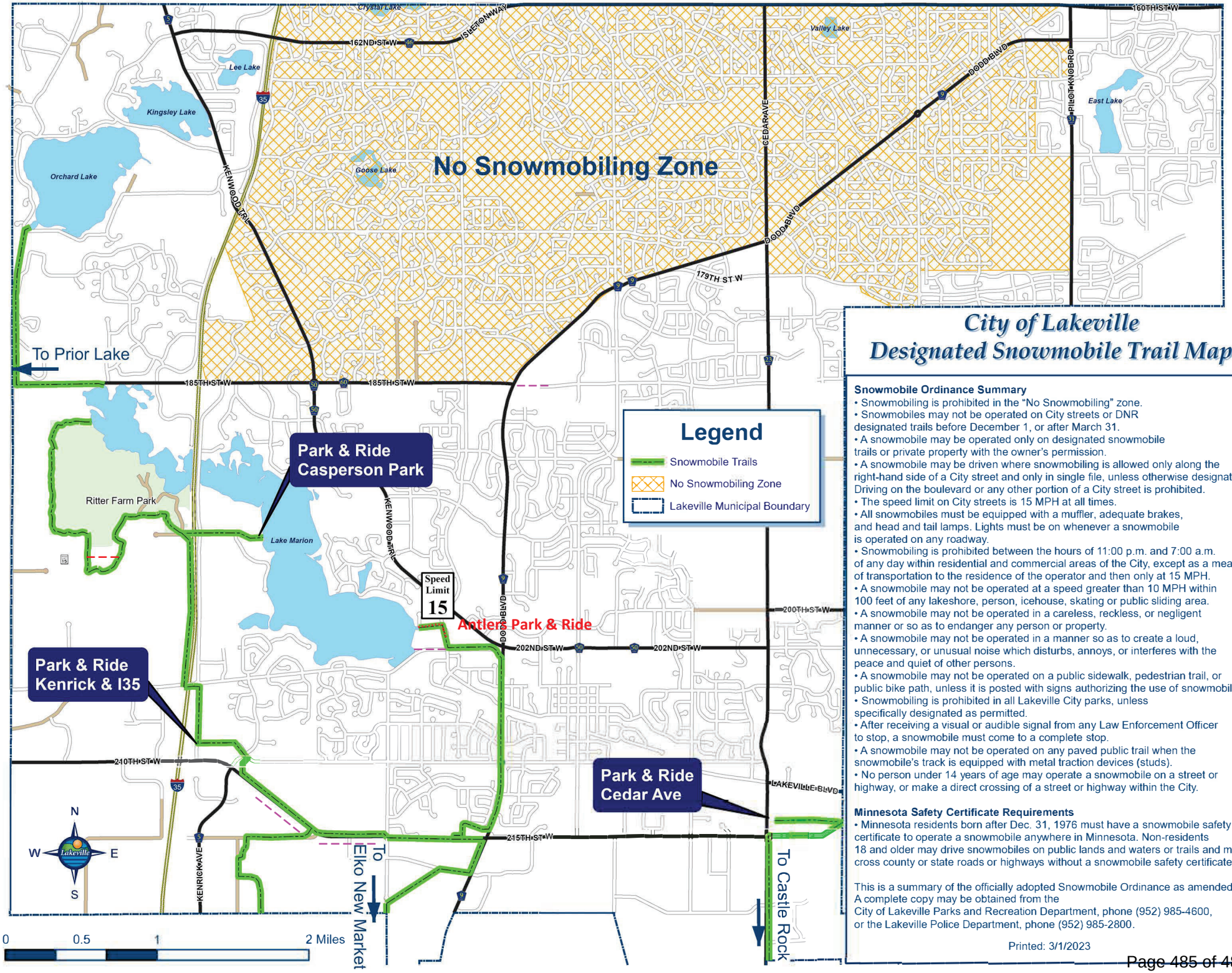
Proposed Action
Staff recommends adoption of the following motion: No action requested - Discussion only.

Overview
The City of Lakeville's snowmobile ordinance was originally adopted in 1993 and establishes regulations governing the operation of snowmobiles within the City. The current snowmobile trail map and designated route were last approved in 2023. Staff is presenting this item for Council review and any direction regarding potential updates.

The ordinance permits snowmobile operation only on designated trails, on private property with owner permission, or along the right-hand side of City streets in single file where allowed. Operation is restricted to the period between December 1 and March 31, and is prohibited between 11:00 p.m. and 7:00 a.m. in residential and commercial areas except as direct transportation to the operator's residence. Speed is limited to 15 MPH on City streets at all times. Snowmobiling is prohibited in designated "No Snowmobiling" zones, all City parks unless specifically designated, and on public sidewalks, pedestrian trails, and paved bike paths unless posted for snowmobile use.

Supporting Information
1. Snowmobile_Trail_Map

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and BelongingSafety Throughout the Community
Report Completed by: *Joseph Masiarchin*, Parks & Recreation Director



City of Lakeville
Designated Snowmobile Trail Map

Snowmobile Ordinance Summary

- Snowmobiling is prohibited in the "No Snowmobiling" zone.
- Snowmobiles may not be operated on City streets or DNR designated trails before December 1, or after March 31.
- A snowmobile may be operated only on designated snowmobile trails or private property with the owner's permission.
- A snowmobile may be driven where snowmobiling is allowed only along the right-hand side of a City street and only in single file, unless otherwise designated. Driving on the boulevard or any other portion of a City street is prohibited.
- The speed limit on City streets is 15 MPH at all times.
- All snowmobiles must be equipped with a muffler, adequate brakes, and head and tail lamps. Lights must be on whenever a snowmobile is operated on any roadway.
- Snowmobiling is prohibited between the hours of 11:00 p.m. and 7:00 a.m. of any day within residential and commercial areas of the City, except as a means of transportation to the residence of the operator and then only at 15 MPH.
- A snowmobile may not be operated at a speed greater than 10 MPH within 100 feet of any lakeshore, person, icehouse, skating or public sliding area.
- A snowmobile may not be operated in a careless, reckless, or negligent manner or so as to endanger any person or property.
- A snowmobile may not be operated in a manner so as to create a loud, unnecessary, or unusual noise which disturbs, annoys, or interferes with the peace and quiet of other persons.
- A snowmobile may not be operated on a public sidewalk, pedestrian trail, or public bike path, unless it is posted with signs authorizing the use of snowmobiles.
- Snowmobiling is prohibited in all Lakeville City parks, unless specifically designated as permitted.
- After receiving a visual or audible signal from any Law Enforcement Officer to stop, a snowmobile must come to a complete stop.
- A snowmobile may not be operated on any paved public trail when the snowmobile's track is equipped with metal traction devices (studs).
- No person under 14 years of age may operate a snowmobile on a street or highway, or make a direct crossing of a street or highway within the City.

Minnesota Safety Certificate Requirements

- Minnesota residents born after Dec. 31, 1976 must have a snowmobile safety certificate to operate a snowmobile anywhere in Minnesota. Non-residents 18 and older may drive snowmobiles on public lands and waters or trails and may cross county or state roads or highways without a snowmobile safety certificate.

This is a summary of the officially adopted Snowmobile Ordinance as amended. A complete copy may be obtained from the City of Lakeville Parks and Recreation Department, phone (952) 985-4600, or the Lakeville Police Department, phone (952) 985-2800.

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