



AGENDA CITY COUNCIL MEETING

**July 6, 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. National Night Out Proclamation
 - b. Lakeville Liquors Mid-Year Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 06/15/2026 City Council Meeting
 - c. Extension of on-sale liquor license premises at B-52's for Pan-O-Prog events
 - d. Certificate of Completion related to KTJ First Addition
 - e. Amendment to Master Agreement with Lakeville Lacrosse for Facility Use and Sponsorships
 - f. Approval of purchase of Fire Department Gas Monitor and Calibration System
 - g. Resolution Accepting Donation from the Lakeville Public Safety Foundation
 - h. Approve Agreement with the Metropolitan Council for the 2026 Community Assisted Lake Monitoring Program
 - i. Temporary on-sale liquor license to Lakeville Rotary for Taste of Lakeville
 - j. Resolution Receiving Feasibility Report and Calling for Public Hearing on the 215th Street Improvement Project (CP 26-09)

City Council Meeting Agenda
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- k. Resolution Accepting a Donation from the Lakeville Public Safety Foundation for the Police Department
- l. Approve Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for East Lake Rough Fish Management
- m. Contract for Fuel Island Upgrades
- n. Lake Marion Greenway Trail Change Order No. 1
- o. Joint Powers Agreement Between Dakota County and the City of Lakeville for Engineering and Construction for the North Creek Greenway, East Lake Community Park to Eagleview Drive
- p. Lakeville Employment Policy Updates
- q. Agreement with Minnesota Department of Natural Resources for Local Trail Connections Grant for the Lake Marion Greenway Trail Construction from Ritter Farm Park to Casperson Park
- r. Agreement for High Speed Garage Door Replacement at the Police Station
- s. Crystal Lake Education Center Site Improvement Performance Agreement
- t. 9446 210th Street - Conditional Use Permit
- u. 9475 212th Street - Conditional Use Permit
- v. Juniper Triangle Final Plat
- w. Restoration Covenant Church Site Improvement Performance Agreement

7. Action Items

8. Unfinished Business

9. New Business

New Business items are intended for informal City Council discussion and will not begin before 6:15 p.m. The Council may provide direction to staff but will not take formal action on these matters.

- a. Update on Safety and Operations at the CSAH 50/CSAH 60 Roundabout Dakota County Presentation
- b. Lakeville Facility Study Update

10. Council/Committee Updates

11. Announcements

- a. Next City Council Meeting July 20, 2026

12. Adjourn



Proclamation

“National Night Out 2026”

WHEREAS, the National Association of Town Watch is sponsoring a unique, nationwide crime, drug and violence prevention program on August 4th, 2026, called “National Night Out”; and

WHEREAS, the “43rd Annual National Night Out” provides a unique opportunity for Lakeville to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, The City Council plays a vital role in assisting the Lakeville Police Department through joint crime, drug and violence prevention efforts in Lakeville and is supporting “National Night Out 2026” locally; and

WHEREAS, it is essential that all citizens of Lakeville be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in Lakeville; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program;

NOW, THEREFORE WE, THE CITY COUNCIL, do hereby call upon all citizens of Lakeville to join the Lakeville Police Department, Lakeville Fire Department and the National Association of Town Watch is supporting “43rd Annual National Night Out” on August 4th, 2026.

FURTHER, LET IT BE RESOLVED THAT WE, THE CITY COUNCIL, do hereby proclaim Tuesday, August 4th, 2026, as “National Night Out” in Lakeville.

DATED, this 6th day of July.

City of Lakeville

Attest:

Luke Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 7/6/2026

Lakeville Liquors Mid-Year Report

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 7/6/2026

Check Register Summary

Proposed Action

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

Overview

Checks	329833 - 329994	\$1,502,732.76
ACH/EFT	25599 - 25789	\$5,243,533.48
Total		\$6,746,266.24

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. 06.16.26 CKSUM-Checks
2. 06.17.26 CKSUM-ACH-EFT
3. Check Register 06.16.26 for July 6, 2026 CC Mtg - Checks
4. Check Register 06.17.26 for July 6, 2026 CC Mtg - ACH-EFT

Financial Impact: \$6,746,266.24 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	273,097.79
2000 COMMUNICATIONS FUND	41,437.06
2210 FRANCHISE FEES	3,802.00
4000 BUILDING FUND	57,125.83
4100 EQUIPMENT FUND	92,678.46
4125 TECHNOLOGY FUND	11,647.39
4500 PARK & TRAIL IMPROVEMENTS	59,160.63
4720 2024A PARK BONDS	20,581.70
6000 IMPROVEMENT CONSTRUCTION FUND	18,099.15
7450 ENVIRONMENTAL RESOURCES FUND	7,561.94
7575 STREET LIGHTING FUND	166,366.34
7600 WATER FUND	187,991.17
7700 SEWER FUND	7,382.78
7800 LIQUOR FUND	213,326.39
7900 MUNICIPAL RESERVES FUND	314,121.83
8000 ESCROW FUND	27,518.60
9800 PAYROLL CLEARING FUND	833.70
Report Total:	1,502,732.76

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	770,774.48
2000 COMMUNICATIONS FUND	623.60
2292 FIRST CENTER OPERATING FUND	120.00
3207 2009B REF TIF (99B SR HSE/ARTS)	39.60
4000 BUILDING FUND	1,629,706.95
4100 EQUIPMENT FUND	110,992.43
4125 TECHNOLOGY FUND	11,346.46
4200 PARK DEDICATION FUND	39,993.00
4500 PARK & TRAIL IMPROVEMENTS	4,438.88
4710 2023A PARK BONDS	15,568.50
4720 2024A PARK BONDS	221,833.00
5125 MENASHA TIF 18	39.60
5126 BTD MANUFACTURING TIF 19	39.60
5129 LAUNCH PROPERTIES TIF 22	39.60
5130 SCHNEIDERMANS TIF 23	39.60
5131 QA1 TIF 24	39.60
5200 STATE AID CONSTRUCTION FUND	86,674.73
5300 PAVEMENT MANAGEMENT FUND	677,512.24
5400 STORMWATER INFRASTRUCTURE FND	2,250.00
5500 WATER TRUNK FUND	0.00
5600 SANITARY SEWER TRUNK FUND	0.00
6596 24-03 COLLECTOR RD REHAB	3,124.00
6611 2026 STREET PROJECTS	1,140.04
7450 ENVIRONMENTAL RESOURCES FUND	2,347.19
7575 STREET LIGHTING FUND	3,071.81
7600 WATER FUND	111,420.02
7700 SEWER FUND	3,827.61
7800 LIQUOR FUND	650,390.14
8000 ESCROW FUND	1,047.52
8970 LAKEVILLE ARENAS - OPERATIONS	514.35
9800 PAYROLL CLEARING FUND	894,578.93
Report Total:	5,243,533.48



MINUTES CITY COUNCIL MEETING

**June 15, 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; Taylor Snider, Assistant to the City Administrator; Jeff Hanson, Lieutenant; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. Citizen Comments

None

4. Additional agenda information

5. Presentations/Introductions

a. Pan-O-Prog Presentation

Paul Jacobus, President of Pan-o-Prog, and Krista Jech, Vice President and Director of Marketing, presented to the City Council about the upcoming 2026 festivities. They informed the Council of the new and exciting events that will be held at the festival this year.

b. Lakeville Arenas Annual Report

Arenas Manager Joe Bergquist presented the 2025 Annual Report to Council.

Council was very appreciative of the work Joe and his staff have put in to ensuring Lakeville has great community arenas.

6. Consent Agenda

Motion was made by Bermel, seconded by Wolter, to remove Item L from the Consent Agenda for discussion and approve the Consent Agenda as amended.

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

- a. **Check Register Summary**
- b. **Minutes of the 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. **Resolution Appointing Judges for the August 11, 2026 Primary Election**
Councilmember Wolter asked to remove this item from the Consent Agenda because he

will serve as an Election Judge and is on this list.

Motion was made by Lee, seconded by Bermel, to adopt the following: Resolution Appointing Judges for the August 11, 2026 Primary Election.

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

Abstain - Councilmember Wolter

b. EB First Addition CUP and ROW Vacation

Will O'Keefe of Bader Companies provided Council with a brief project update.

Community Development Director Tina Goodroad offered additional background on the project.

Motion was made by Bermel, seconded by Volk, to approve the following: EB First Addition CUP and ROW Vacation

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

c. Authentix Lakeville Second Addition Preliminary Plat

Community Development Director Goodroad presented the project to Council and explained how the preliminary plat supports a larger development of the area.

Councilmembers were in favor of the approach staff is recommending.

Motion was made by Wolter, seconded by Lee, to approve the following: Authentix Lakeville Second Addition Preliminary Plat.

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

8. Unfinished Business

9. New Business

a. Legislative Session Recap

Senator Zach Duckworth, Representative Jon Koznick, and Representative Jeff Witte presented the Legislative Session Recap to Council.

Council is appreciative of the gentlemen for their work at the State level and for maintaining a strong relationship with the City of Lakeville.

b. Snowmobile Map Update

Parks and Recreation Director Joe Masiarchin presented an update to the City of Lakeville snowmobile map.

Council is very grateful for the Sno-Trackers and the great work they do. If Sno-Trackers are comfortable with the map, then Council indicated their support as well.

10. Council/Committee Updates

11. Announcements

12. Adjourn

Motion was made by Lee, seconded by Volk, to adjourn. Voice vote was taken on the

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motion. Ayes - None

Mayor Hellier adjourned the meeting at 7:15 p.m.

Respectfully Submitted,

Taylor Snider, Deputy City Clerk

Luke M. Hellier, Mayor



Date: 7/6/2026

Extension of on-sale liquor license premises at B-52's for Pan-O-Prog events

Proposed Action

Staff recommends adoption of the following motion: Move to approve the extension of B-52's Liquor License premises to include the fenced-in parking lot on July 9–11, 2026.

Overview

B-52's requests an extension of their liquor license premises to include the fenced-in parking lot with live music during their annual Pan-O-Prog events. These events have been held for several years without major issues.

A site plan, schedule of events, and certificate of insurance have been provided. B-52's owner, Mark Reese, will send a letter to the surrounding neighbors advising them of the scheduled events.

The police department reviewed the request and has no objection to the extension of the licensed premise, provided B-52's abides by the site plan.

Supporting Information

1. B-52's Request 2026
2. B-52 Site Plan

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk

18 June 2026

Mayor Helier
Council Members
City of Lakeville
20751 Holyoke Ave
Lakeville, MN 55044

Dear Mayor Helier and Council Members:

B-52 Burgers and Brew respectfully requests an extension of our on-sale liquor license to allow the sale of alcoholic beverages and live entertainment in the fenced in parking lot on July 9th-11th, 2026. Enclosed is a site plan, schedule of events, and a certificate of insurance. We are happy to do any additional requests.

The on-site manager for the event will follow the authority of the Chief of Police, the Fire Chief or designees to control the level of noise or terminate any event due to security concerns or inclement or hazardous weather.

Thank you for your consideration. We appreciate being a part of this fun and historic community event.

Best Regards,

Jason Saji
B-52 Burgers and Brew
20751 Holyoke Ave.
Lakeville, MN 55044

Panorama of Progress 2026 | B-52

Event Schedule

Thursday July 9th 2026

- Food and drinks are available inside and out until midnight, no drinks after midnight outside. Five security, family fun event.
- Band inside and outside until 11pm
- Picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.

Friday July 10th 2026

- Food and drinks are available inside and out until midnight, no drinks after midnight outside. Five security, family fun event.
- Band inside and outside until midnight
- Picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.
- Bar High top tables and chairs are removed at the conclusion of the cruise. Approximately 8PM.
- Four Police Officers and security team of five (one at each door, and one inside and 1 outside) as well as two managers dedicated to front of house operations

Saturday July 11th 2026

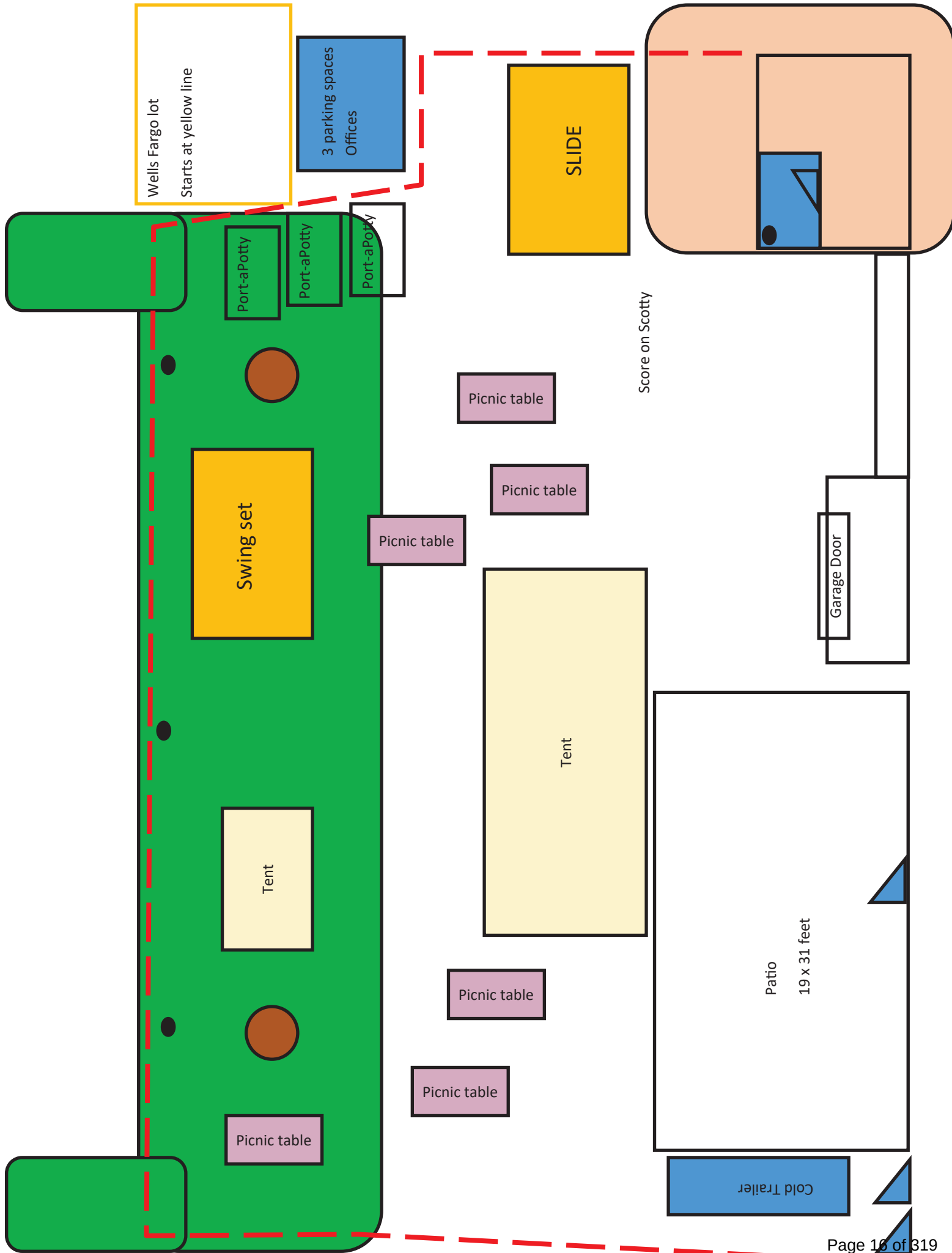
- Food and drinks are available inside and out until midnight, no drinks after midnight outside. Five security, family fun event.
- Band inside and outside until midnight
- Coloring stand, picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.
- Bar High top tables and chairs are removed at the conclusion of the cruise. Approximately 8PM.
- Four Police Officers and security team of five (one at each door, and one inside and one outside) as well as two managers dedicated to front of house operations

Provisions

- Only the ages of 21 or older at 10PM.
- ID Checks include no permission of those with any driver's license restrictions.
- Radios among door, security, management, service staff and support staff are used for communication the full 3 days.

Stipulations

- Barricade fencing shall be erected around the site per the submitted site plan.
- Portable toilets listed and placed per the submitted site plan.
- Controlled access to the event with B-52 security personnel to identify and stamp those of legal age to consume alcohol.
- Persons under 21 years of age are required to exit by 10PM.
- All outdoor live music shall cease by midnight.
- All outside alcohol service shall cease at midnight.
- Security shall assist the police department in clearing the establishment at midnight.
- For all events, B-52 shall hire uniformed police officers to supplement their security staff as required by the police department.
- The Police Chief, Fire Chief or designee may direct the event manager to control the level of noise and/or terminate the event at any time.





Date: 7/6/2026

Certificate of Completion related to KTJ First Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Certificate of Completion related to KTJ First Addition

Overview

On October 3, 2022 the City Council approved a Development Agreement with KTJ 388, Inc. for the development of KTJ First Addition. The agreement established the terms and conditions for the completion of public and private improvements. KTJ 338, Inc. has completed all obligations related to the construction of required public improvements and requests approval of a Certificate of Completion related to such. Issuance of the certificate does not waive any continuing obligations under the agreement. This request has been reviewed and approved by the engineering department and city attorney.

Supporting Information

1. CERTIFICATE OF COMPLETION KTJ FIRST ADDITION

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director
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(Space Reserved for Recording Data.)

CERTIFICATE OF COMPLETION

Date: _____, 2026

The undersigned hereby certifies that **KTJ 388, LLC**, a Minnesota limited liability company (“Developer”) has fully complied with its obligations to construct the required public improvements under that certain Development Contract dated October 3, 2022 (“Development Contract”) and recorded May 31, 2023, in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **A3589285**, by and between the CITY OF LAKEVILLE, a Minnesota municipal corporation (the “City”) and Developer relating to the property legally described on the attached Exhibit “A”. The issuance of this Certificate of Completion by the City does not affect, modify, or terminate the additional and continuing duties, covenants, and obligations of Developer, or its successors and assigns, as stated in the Development Contract. The Dakota County Recorder is hereby authorized to accept for recording the filing of this instrument, to be a conclusive determination of the satisfaction and termination of the covenants and conditions of the Development Contract described above.

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

EXHIBIT A

Lot 1, Block 1, KTJ First Addition, Dakota County, Minnesota, according to the recorded plat thereof.



Date: 7/6/2026

Amendment to Master Agreement with Lakeville Lacrosse for Facility Use and Sponsorships

Proposed Action

Staff recommends adoption of the following motion: Move to approve Amendment to Master Agreement with Lakeville Lacrosse Association for Facility Use and Sponsorships.

Overview

In October of 2025, the Mayor and City Council approved a Master Agreement with Lakeville Lacrosse for Facility Use and Sponsorships. This agreement between the City and the association pertains to their usage of all Lakeville park facilities, including Aronson, Cedar Crossing, Grand Prairie, Quigley-Sime, and Spyglass Parks. Grand Prairie Park was identified as a primary location for the association's usage during the planning and design phase of the park, to which they contributed significant input. Staff consulted with representatives of their organization to incorporate park amenities that would meet their usage needs. In addition to the multi-purpose athletic decks, a 12' by 12' practice wall and a 10' by 20' storage garage are located at the park for the association's usage.

Lakeville Lacrosse has agreed to donate \$61,000 toward the construction and installation of lacrosse-specific amenities, to be paid in installments to the City. The repayment will occur in 5 installments of \$12,200 that were due to begin in October of 2025. Due to construction delays at Grand Prairie Park and the inability to use the lacrosse facilities because of them, the association is requesting that the payment schedule be amended. Staff is in support of this request and recommends amending the first payment due date to July 15, 2026 and future payments will be due on July 15 each year thereafter. The lacrosse facility and athletic decks will be available for use this coming fall.

Supporting Information

1. Amendment to Master Agreement with Lakeville Lacrosse for Facility Use and Sponsorships

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

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

Report Completed by: Joe Masiarchin, Parks and Recreation Director

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (“Amendment”) is made this 6th day of July, 2026 by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **LAKEVILLE LACROSSE ASSOCIATION, INC.**, a Minnesota non-profit corporation (“LLA”).

RECITALS

A. The City and LLA are parties to that certain Master Agreement dated October 6, 2025 (the “Agreement”) concerning use of City fields for lacrosse;

B. The parties desire to amend the Agreement to extend the time for LLA payment of costs for the practice wall and storage garage at Grand Prairie Park as required under the Agreement due to the delay of installation of the storage garage.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. **Amendment to Paragraph 1 of the Agreement.** Paragraph 1(A) of the Agreement is amended to read as follows:

A. LLA agrees to pay \$61,000.00 to the City for the installation of a 12’ X 32’ practice wall and a 10’ X 20’ storage garage at Grand Prairie Park. This amount will be paid back in 5 years with a yearly payment of \$12,200. The first payment will be on July 15, 2026 with future payments on July 15th of each thereafter through 2030. The City will invoice LLA each year.

2. **No Other Amendments.** Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

**LAKEVILLE LACROSSE
ASSOCIATION, INC.**

By:  29 JUN 2026

Name: Chris Wood

Its: PRESIDENT



Date: 7/6/2026

Approval of purchase of Fire Department Gas Monitor and Calibration System

Proposed Action

Staff recommends adoption of the following motion: Move to approve the purchase of gas monitor and calibration system from MacQueen Equipment

Overview

Lakeville Fire Department utilizes 4-gas atmospheric monitors as a core safety tool for all suppression and emergency response operations. These devices continuously detect oxygen deficiency, carbon monoxide, hydrogen sulfide, and combustible gas levels in hazardous environments. The existing calibration system has failed and reached end-of-manufacturer support. We cannot purchase parts or a replacement unit to properly calibrate our current gas monitor fleet, rendering all seventeen units non-compliant with OSHA and NFPA calibration requirements. The department recommends replacing the full fleet with the following MSA equipment, as quoted by MacQueen Equipment. Funding for this purchase is available within the Fire Department's current operating budget. The department has confirmed that there is sufficient room within the existing appropriation to cover this expenditure without requiring a budget amendment or supplemental allocation.

Supporting Information

1. Lakeville MSA Altair Monitor Quote 6-25-26

Financial Impact: \$22,765.00 Budgeted: No Source: 1000.1380.6131 Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief
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PARTS ESTIMATE

LOCATION:

Delafield
350 Austin Circle
Delafield WI 53018 US

ESTIMATE #:	EST3734
CUSTOMER PO:	
SALES REP:	E095211 Scott Bakos
DATE:	6/25/2026
EXPIRES:	7/25/2026
ESTIMATE TOTAL:	22,765.00

BILL TO:

Lakeville MN, City of Fire Department
20195 Holyoke Avenue
Lakeville MN 55044
United States

SHIP TO:

Lakeville MN, City of Fire Department
9465 185TH STREET WEST
LAKEVILLE MN 55044
United States

OFFICE PHONE: (952) 985-4700

EMAIL: tsellner@lakevillemn.gov

CONTACT INFO:

Name: CUST05001 Lakeville MN, City of Fire Department : MIKE MEYER

Email: mmeyer@lakevillemn.gov

SHIPPING METHOD:

PART #	DESCRIPTION	UOM	QTY	PRICE	EXT. PRICE
MSA-10178557	MULTIGAS DETECTOR, ALTAIR 4XR, CONFIGURED		17	1,085.00	18,445.00
MSA-10128629	GALAXYGX2, ALTAIR4/4X, CHRG, 4VALVE, NA		1	2,645.00	2,645.00
MSA-10105756	CYLINDER HOLDER ASSY: GX2		1	1,135.00	1,135.00
MSA-10045035	GAS, 58L, 1.45%CH4, 15%O2, 60PPM CO, 20PPMH2S		1	495.00	495.00
MSA-10127111	MEMORY CARD, SD/SDHC		1	45.00	45.00

CUSTOMER MEMO:

TOTAL PARTS:	\$22,765.00
OTHER CHARGES:	\$0.00
DISCOUNT AMOUNT:	0.00
SUBTOTAL:	22,765.00
TAX TOTAL:	\$0.00
SHIPPING TOTAL:	0.00
HANDLING TOTAL:	0.00
ESTIMATE TOTAL:	\$ 22,765.00



Date: 7/6/2026

Resolution Accepting Donation from the Lakeville Public Safety Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a donation from Lakeville Public Safety Foundation for the purchase of two Zoll AED 3 BLS units valued \$6,740 to the Lakeville Fire Department.

Overview

The Lakeville Fire Department applied for and was awarded the grant to purchase the two AED units to replace existing units. The Zoll AED 3 BLS units will bring crucial uniformity to our AED inventory. This ensures that pads, cables, and data metrics are fully interchangeable, allowing a seamless transition of patient care when advanced life support (ALS) units arrive and reducing critical hand-off delays.

Supporting Information

1. LPSF AED(2) Grant 2026

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community, Good Value for Public Service Report Completed by: Michael Meyer, Fire Chief
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATION FROM THE LAKEVILLE PUBLIC SAFETY
FOUNDATION**

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Lakeville Public Safety Foundation for the purchase of two(2) AED units with a value of \$6,740.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 6th day of July 2026

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



LPSF Grant Application

The purpose of the Lakeville Public Safety Foundation is to promote public safety and provide financial assistance to enhance the capabilities of the Lakeville Police and Fire Departments.

Date of Grant Application: 1 September 2025

Submit electronically to: info@lpsfmn.org

or send a copy to: LPSF
P.O. Box 1526
Lakeville, MN 55044

Lakeville Fire Department

Name of organization

9465 185th Street West Lakeville, MN 55044

Address

952-985-4700

Phone

Fax

Website

Mike Meyer

Fire Chief

952-985-4701

mmeyer@lakevillemn.gov

Name of Staff Executive

Title

Phone

E-mail

Tom Ness

Fire Captain

952-250-0375

tness@lakevillemn.gov

Name of Contact Person

Title

Phone

E-mail

Is your organization an IRS 501(c) (3) not-for-profit?

_____ Yes ____ **X** _____ No

If no, is your agency a public agency/gov't?

____ **X** _____ Yes _____ No

If no, check with funder for details on using fiscal agents and list name and address of fiscal agent:

Name

Fiscal agent's EIN#

Address

Proposal Information

Write an executive summary that describes how this grant will help the **Lakeville Public Safety Foundation** achieve its mission “*to promote public safety by enhancing the capabilities of the Lakeville Police Department and Lakeville Fire Department*”.

Please include the following:

- Brief description of the project
- Expected outcomes
- Who the project serves and why it is important
- How the funds will be spent

Dollar amount requested: \$6,740

Total annual organization budget: \$5,209,806

Total project budget: \$6,740

Organization Information

Provide background on your organization:

- State your mission and goals
- Summarize your organization’s history
- Outline the organization’s current programs and activities
- Highlight the recent accomplishments

Purpose of Grant

Project, program and operating funds requests:

- **Problem and need.** Identify the problem to be addressed and the needs to be met by the project. What unique services would the community be deprived of if you do not undertake this project?
- **Program/Project Goal.** Describe the goals and overall impact of the project or program.
- **Program/Project.** Describe your program objectives relating to this grant application, activities, strategies, time lines and explain how the grant will enable you to address the problem or need. Is this a new or continuing project?
- **Project timeframe.** Over what period of time will the funds be utilized?
- **Utilization.** Number of individuals to benefit from funds.

Evaluation

Outcomes. Describe the proposed program/project outcomes. What outcomes do you want to produce by the end of the grant period? How do these outcomes support the *mission of the LPSF*?

Measurements. Outline your plan to document progress and results. How will you measure expected outcomes and the effectiveness of your activities?

Grant applications will be reviewed within 60 days of receipt.

Questions? Please contact Shanen Corlett at info@lpsfmn.org or 612-799-8375

Grant Proposal: Funding for Two Automated External Defibrillators (AEDs)

Introduction:

Sudden cardiac arrest (SCA) remains one of the leading causes of death in the United States, typically striking without warning and leaving a narrow window for effective intervention. Medical data shows that for every minute defibrillation is delayed, a patient's chance of survival drops by 7% to 10%. Immediate access to an Automated External Defibrillator (AED) is the single most critical factor in surviving an SCA event. Equipping our frontline vehicles with advanced defibrillation technology ensures we can protect both the residents of Lakeville and our own first responders who face high-stress, physically demanding environments.

Statement of Need & Operational Impact:

The Lakeville Fire Department is seeking funding to purchase two (2) Zoll 3 BLS AEDs to deploy on frontline response vehicles. This request addresses two critical operational challenges:

Standardization and Interoperability: Our department currently utilizes advanced Zoll heart monitors on our primary engines. Acquiring these specific Zoll 3 BLS units will bring crucial uniformity to our AED inventory. This ensures that pads, cables, and data metrics are fully interchangeable, allowing for a seamless transition of patient care when advanced life support (ALS) units arrive, reducing critical hand-off delays.

Rising Call Volumes & Fleet Coverage: With increasing EMS demands and potential ambulance transit delays, Lakeville firefighters are frequently the first on-scene at cardiac arrests. To ensure a consistent, reliable response, we must eliminate gaps in our fleet coverage. Placing these units on frontline trucks ensures that no matter which fire department asset arrives first, lifesaving defibrillation and enhanced CPR feedback tools are immediately available.

Project Goals & Deliverables:

With an investment of \$6,740 from the Lakeville Public Safety Foundation (LPSF), the department will achieve the following objectives:

Achieve Inventory Uniformity: Standardize frontline equipment to streamline training, simplify maintenance, and ensure 100% compatibility across department life-safety tools.

Expand Frontline Fleet Coverage: Close existing equipment gaps by ensuring secondary and support frontline trucks are fully equipped to handle cardiac emergencies.

Improve Patient Outcomes: Equip firefighters with real-time CPR feedback and rapid-shock technology to increase survival rates for Lakeville residents and staff.



Date: 7/6/2026

**Approve Agreement with the Metropolitan Council
for the 2026 Community Assisted Lake Monitoring Program**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Intergovernmental Agreement with the Metropolitan Council for the 2026 Community Assisted Lake Monitoring Program.

Overview

The City and Metropolitan Council partner annually to conduct the Community-Assisted Monitoring Program (CAMP), a volunteer-based water quality monitoring program for East Lake, Lee Lake, Lake Marion and Valley Lake. Under the program, City staff and trained volunteers measure surface water temperature and transparency and collect water samples, which are then analyzed by Metropolitan Council staff for phosphorus, nitrogen, and chlorophyll-a (standard indicators of lake health and water clarity). Results are used to manage, promote and proactively protect the water quality of the City's lakes, and support the City's stormwater and MS4 permit compliance efforts.

This agreement establishes the City's and Metropolitan Council's respective responsibilities for the 2026 monitoring season. The City's share of the cost is \$3,040 (\$760/lake), which covers processing of up to 14 samples for each lake. Orchard Lake and Kingsley Lake are also monitored as part of the CAMP, but that sampling is administered and paid for separately by the Black Dog Watershed Management Organization under its own contract, and is not part of this agreement.

Supporting Information

1. 2026.07.06 Agreement with Metropolitan Council (MCC No. 26R006I)

Financial Impact: \$3,040 Budgeted: Yes Source: Utility Fund (Env. Resources) Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Patrick Martin, Environmental Resources Technician
--

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
CITY OF LAKEVILLE**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the City of Lakeville (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the City agree to undertake a volunteer lake monitoring study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2026 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Community-Assisted Lake Monitoring Program (CAMP) in 2026.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
East	19-0349	8 to 14	Biweekly	0
Lee	19-0029	8 to 14	Biweekly	0
Marion	19-0026-01	8 to 14	Biweekly	0
Valley	19-0348	8 to 14	Biweekly	0

2.02 City Responsibilities. The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the City's central storage location. The City will be responsible for providing the central storage location. The central storage location can be a Council facility, but the City will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.
- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.
- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the City's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.
- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the City the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zip-style plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed based on the quantity of monitoring events actually monitored or sampled.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380
0	\$0

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the City shall be made within 30 days of the date of the invoice. An invoice specifying the amount owed by the City will be sent under separate cover after the end of the monitoring period.

3.03 Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the City. The Council will bill the City for any such replaced durable monitoring equipment at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2026, and will terminate on March 31, 2027, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 City Personnel. Patrick Martin, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

Patrick Martin
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
952-985-4525

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or successor, or such other person as may be designated in writing by the Council. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson, or successor
Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
651-602-8743

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

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

4.08 Termination of Agreement. The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least 30-calendar days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

4.09 Force Majeure. The Council and the City agree that the City shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the City.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this agreement.

4.11 Relationship of Parties and their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the City. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay,

retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

CITY OF LAKEVILLE:

METROPOLITAN COUNCIL:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: Monitoring and Assessment Manager

Date: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses		
Parameter	Laboratory Code	Price (per sample)
Total Phosphorus, low level	LLTP-AV LLTP-AHV (frozen)	\$15.50
Total Kjeldahl Nitrogen	TKN-AV TKN-AHV (frozen)	\$15.50
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Chloride	CL-AV2	\$10.00
Ortho-phosphorus	ORTHO-AV	\$12.00
Ca, Mg, + Hardness via calculation	HARD-MSV2	\$16.00
Alkalinity	ALK-AV2	\$15.50
Sulfate	SO4-ICV	\$15.00
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-MSV2	\$48
Minerals Suite (Ca, K, Mg, Na) + Hardness via calculation	MIN-MSV2	\$32
Individual minerals/metals (e.g. Fe)	XX-MSV2	\$8.00 (per element)
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.



Date: 7/6/2026

Temporary on-sale liquor license to Lakeville Rotary for Taste of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to Lakeville Rotary on August 20, 2026.

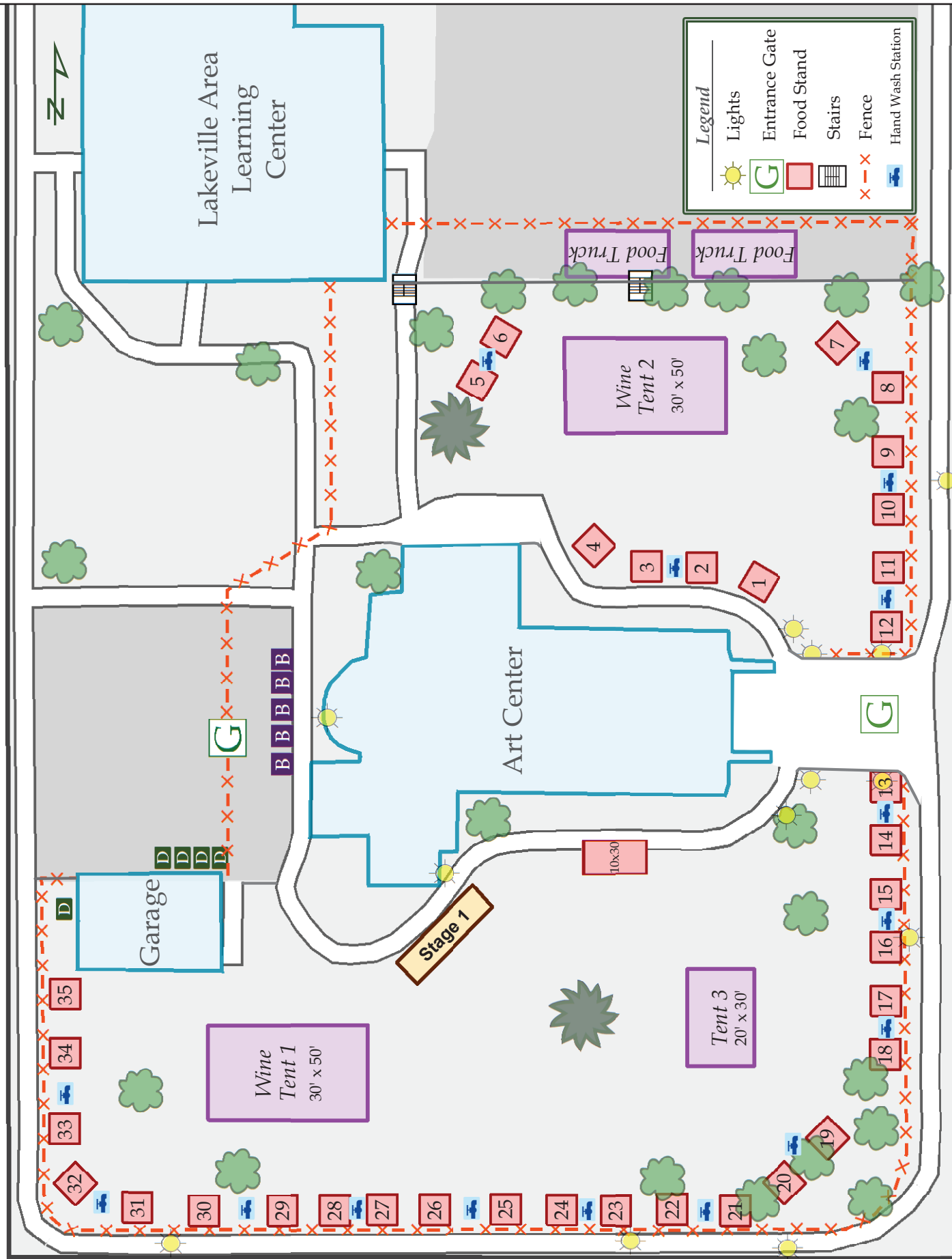
Overview

The Lakeville Rotary applied for a temporary on-sale liquor license for its Taste of Lakeville Event on Thursday, August 20, 2026, at the Lakeville Area Arts Center building and grounds. Lakeville Rotary is a 501(c)3 non-profit organization that provides financial support to the Lakeville area community through scholarships and community projects.

Supporting Information

1. Taste of Lakeville site plan

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk



210th Street



Date: 7/6/2026

**Resolution Receiving Feasibility Report and Calling for Public Hearing
on the 215th Street Improvement Project (CP 26-09)**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution receiving the feasibility report for the 215th Street Improvement Project (City Project 26-09) and calling for a public hearing on the proposed improvement to be held August 3, 2026.

Overview

215th Street between Kenrick Avenue (CSAH 5) and Juniper Way (CSAH 70) is a gravel roadway that is not currently connected to City water or sanitary sewer. With new industrial development being proposed in this area, the City is evaluating extending utilities and paving this remaining gravel segment. On February 17, 2026, the City Council authorized preparation of a feasibility report for this project, consistent with the City's adopted Capital Improvement Plan. The City retained Stonebrooke Engineering to complete that study, which has now been finalized.

Based on information in the Feasibility Report, the estimated cost for the 215th Street Improvement Project is \$11,636,886. Recommended funding sources are Water Trunk Fund, Sanitary Sewer Trunk Fund, Stormwater Infrastructure Fund, Street Lighting - Utility Fund, City General Obligation bonds and assessments to benefiting property owners (consistent with the City's Special Assessment Policy).

Because a portion of this project's cost will be specially assessed to benefiting properties, the City must hold an Improvement Hearing before ordering the work.

Supporting Information

1. Resolution
2. Project Financing
3. Feasibility Report prepared by Stonebrooke Engineering

Financial Impact: \$11,636,886 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jonathan Nelson, Assistant City Engineer

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

**Resolution Receiving Feasibility Report and Calling a Public Hearing
For 215th Street Improvements**

WHEREAS, pursuant to resolution of the council adopted February 17, 2026, a report has been prepared by Stonebrooke with reference to 215th Street Improvements, City Project 26-09, and this report was received by the council on July 6, 2026; and

WHEREAS, the report provides information regarding whether the proposed improvements are necessary, cost-effective, and feasible; whether they should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider City Project 26-09 in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429, at an estimated total project cost of \$11,636,886.
2. A public hearing shall be held on City Project 26-09 on Monday, August 3, 2026, in the council chambers of the city hall at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvements as required by law. Members of the public can participate in person at the Lakeville City Hall, 20195 Holyoke Avenue. Interpretive services can be requested by calling 952-985-4407 a minimum of 24-hours in advance. The mayor will allow for public comments and questions at the appropriate time.

ADOPTED by the Lakeville City Council this 6th day of July 2026.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Project Financing

- The City's cost-share for roadway improvements, will be financed from the issuance of G.O. Improvement Bonds, with 100% of this cost being eligible to be collected from Special Assessments per the City's Special Assessment Policy.
- Stormwater improvements, including upsizing and replacements, will be financed from the Stormwater Infrastructure Fund.
- Public watermain improvements will be financed from the Water Trunk Fund.
- Public sanitary sewer improvements will be financed from the Sanitary Sewer Trunk Fund.
- A summary of project funding sources is included in the table below:

Anticipated Funding Sources	Feasibility Report
City of Lakeville G.O. Bonds – Special Assessments	\$5,072,952
Stormwater Infrastructure Fund	\$1,512,014
Sanitary Sewer Trunk Fund	\$3,015,707
Water Trunk Fund	\$2,023,793
Street Lighting – Utility Fund	\$12,420
Total Estimated Costs	\$11,636,886



Feasibility Report

215th Street Improvement Project

Paving & Utilities

City of Lakeville

6/30/2026



Feasibility Report

215th Street Improvement Project

Paving & Utilities

City of Lakeville,

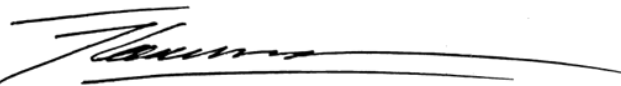
Minnesota

City Project No. 26-09

Stonebrooke Project No. T-02230

6/30/2026

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.

By:  _____

Jeremy Kaemmer, PE AICP

License No. 64980

Date: 6/30/2026

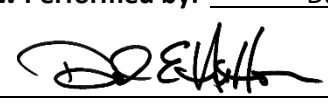
Stonebrooke Engineering

Submitted For External Review: 5/2/2026

Client Comments Received: 6/9/26 (6/30/26)

Revised: Without exception - As noted - Resubmitted

Internal Quality Review Performed by: Dave Hutton, PE

Signature:  _____

Date: 6/30/2026

Executive Summary

6/30/2026

Re: 215th Street Improvement Project –
Feasibility Study
Info: City Project No – 26-09
SEI Project No. –

**Jon Nelson, PE - Assistant City
Engineer**

20195 Holyoke Avenue
Lakeville, MN 55044

Stonebrooke Engineering is pleased to submit this feasibility report for the 215th Street Improvement Project.

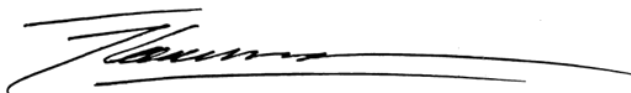
This report investigates the feasibility and impacts related to the proposed improvements to 215th Street. The primary concerns related to sanitary sewer extension, water main extension, and roadway paving were each investigated and found to be feasible and economically viable.

This report will discuss:

- Paving 215th Street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70)
- Sanitary Sewer extension from West of I-35 to Juniper Way (CSAH 70), preliminary design done in conjunction with SEH sewer study.
- Water Main extension between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70)
- Stormwater improvements such as ditching and culverts
- Utility Coordination
- Soil & Geotechnical Investigation results
- Permits & Easements
- Cost Allocations & Assessments

We would gladly review this report with Council or Staff and are available for any assistance required.

Respectfully



Jeremy Kaemmer, PE AICP – Project Manager

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1 Introduction

1.1 Background

215th Street runs east-west through the southern part of the City of Lakeville. For most of its run it is designated as County State Aid Highway 70 (CSAH 70). The west end was split with the construction of I-35. This construction project eliminated the old I-65 and created a new interchange of CSAH 70 with I-35. Left was a remnant section of 215th Street, extending from Juniper Way (CSAH 70) to Kenrick Avenue (CSAH 5), which remains unpaved in present day and while it has limited utility services from private companies it is not part of the City's water or sewer systems.

The City has recently received requests to review new development plans for this area, as the City expands to the southwest. In order to accommodate the proposed commercial/industrial redevelopments and potentially encourage residential growth west of I-35, the City intends to extend water main and sanitary sewer service through the 215th Street corridor to west of I-35 followed by paving the street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70).

The adjoining properties are all either farmland or light industrial uses, the northern part of the road is zoned as "Office Park." The proposed developments would consist primarily of light industrial and office businesses along 215th Street, and potentially residential on the west side of I-35.



Figure 1-1: Project Study Area (Google Earth)

This image taken from google earth shows the proposed project area between Keokuk Ave and Juniper Way, including a potential deviation in alignment for the sanitary sewer crossing under I-35.

1.2 Project Goals

The Lakeville City Council authorized the preparation of this Feasibility Report at its February 17, 2026 meeting. This report investigates the feasibility of proposed improvements to 215th Street as programmed in the City's 2026-2030 Capital Improvement Plan (CP 26-09).

The City contracted Stonebrooke Engineering (Stonebrooke) to design the proposed improvements and perform a feasibility study to satisfy the 429 process as outlined in City Policy. Factors determining the improvement are outlined in this study. The assessable frontage, number of lots and assessment costs were determined by using the Lakeville Street Reconstruction Special Assessment Policy. A copy of this policy is included in [Appendix F: City of Lakeville Special Assessment Policy § 5.12](#).

The project goals include:

- **Provide a new 2-lane paved rural-section roadway, meeting City standards.**
- **Extend the trunk water main, connecting existing trunk main at Kenrick Ave to the stub located near Juniper Way (CSAH 70), as well as provide service stubs for adjacent properties.**
- **Extend a trunk sewer to the west of I-35 per the City's Master Sewer Plan.**
- **Install lighting at key intersections.**
- **Install stormwater management facilities to manage expected flows and regulatory treatment requirements.**
- **Acquire permanent and temporary easements for the installation of utilities and their continued maintenance.**

2 Existing Conditions

2.1 Transportation Facilities

215th Street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70) is 3600' of gravel roadway that varies from 30-34 feet in width. There is one uncontrolled and unpaved intersection in the project at Kaparia Avenue.

The west end of the proposed improvements to 215th Street is a paved, through-stop controlled intersection with Kenrick Ave (CSAH 5) while the east end is a 350' long paved curve approach to another through-stop controlled intersection with Juniper Way (CSAH 70). The Juniper Way (CSAH 70) intersection widens out for a right and a left turn lane, but otherwise the corridor is mostly a consistent 2-lane width. Kenrick does not currently have any turn lanes approaching 215th Street and Dakota County has no immediate intentions to provide them. Juniper Way (CSAH 70) does provide turn lanes approaching 215th Street, but they are outside the project area.

I-35 runs north-south through the west end of the project area and provides a barrier for potential improvements. Keokuk Avenue runs north-south just west of I-35. No roadway improvements or impacts are expected on Keokuk, but the sanitary sewer extension will likely end within the Keokuk right-of-way (ROW).

There are no pedestrian facilities or bicycle trails in the project area.

2.2 Stormwater Infrastructure

Existing 215th Street is currently a rural section with ditches; however, the ditches were either installed shallow or have been filled in by sediment over the years. The drainage ditches are poorly defined and rarely deeper than two feet. Only one driveway has a culvert to pass stormwater underneath. The ditches generally experience ponding/overtopping due insufficient grade or capacity, causing drainage outside the right-of-way (ROW) and into adjacent private property.

There is an existing unnamed ephemeral stream that flows from west of I-35 and passes through a 36" Reinforced Concrete Pipe (RCP) culvert under I-35 southeasterly towards 215th Street. It passes through a 4'x4' box culvert under the old I-65 embankment and a 36" RCP beneath Kenrick Ave before it eventually crosses under 215th Street through a diagonal 30" RCP culvert east of Kaparia Ave. From there, the drainage path continues overland towards the West Branch of South Creek which flows northeast under Juniper Way. This stream drains an area of approximately 153 acres upstream of the 215th Street culvert. Preliminary hydraulic analysis indicates the existing 30" RCP culvert may be undersized.

A retention pond was installed at the southeast corner of the Juniper Way and 215th Street intersection as part of the CSAH 70 expansion project in 2023. An existing 18" culvert drains the 215th Street ditch into this pond.

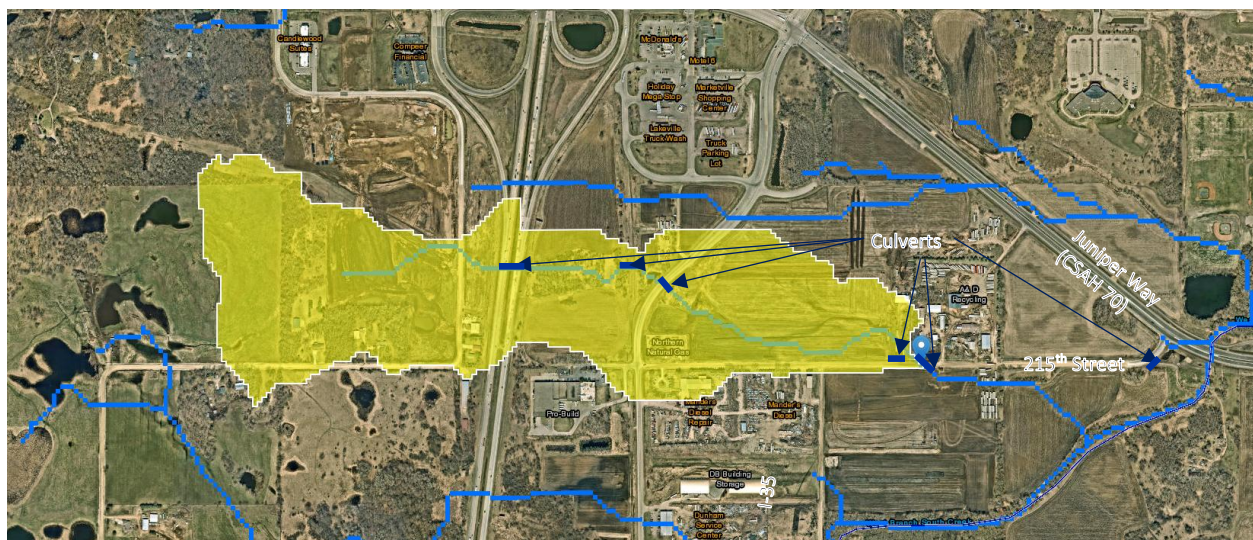


Figure 2-1: Drainage Basin (StreamStats)

In yellow area represents the delineated basin showing an ephemeral overland stream that drains into and through the project area.

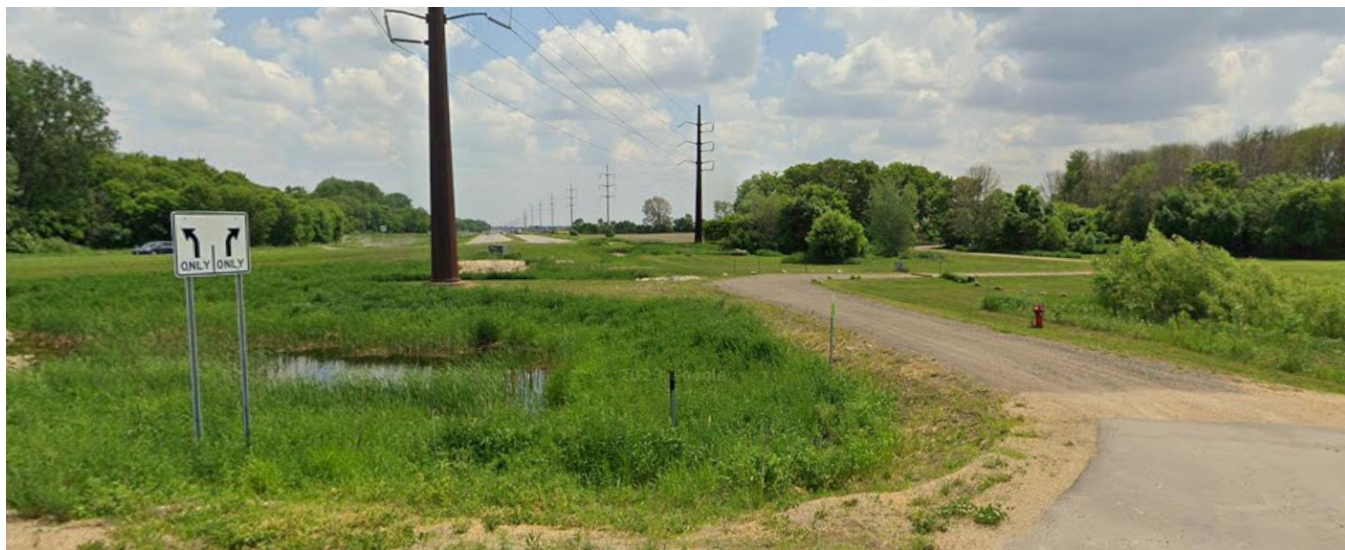


Figure 2-2:Existing Conditions

This picture is of the east end of the project area, showing the retention pond, the hydrant/stub for the water main and where the overhead power lines cross from north of 215th Street to the south side of CSAH 70.

2.3 Sanitary Sewer Infrastructure

A previous project installed a sanitary sewer manhole and stub where 215th Street approaches the intersection with Juniper Way (CSAH 70). This was part of the CSAH 70 expansion project constructed in 2020. The sanitary sewer stub is an 8" polyvinyl-chloride (PVC) pipe. East of this existing manhole in 215th Street, the sanitary sewer transitions to a 15" PVC pipe that crosses Juniper Way to the north. The manhole invert is 1011.42. The adjoining properties each currently use private septic systems.

2.4 Water Main Infrastructure

215th Street between Kenrick Ave and Juniper Way is currently a gap in the Lakeville Municipal Water system. The CSAH 70 expansion project in 2020 installed a stub for a 16" PVC Water Main, located where the existing paved approach ends. The stub had a minimum cover of 8'.

There is an existing flushing hydrant and Water Main stub on the west end of the project. This 12" Ductile Iron Pipe (DIP) was installed in 2008 as part of a reconstruction project for CSAH 70 that included utility improvements and realignment of Kenrick (CSAH 5). That stub connects to the 12" DIP water main on the west side of Kenrick and the newly installed 16" PVC water main running to the west and north for a booster station and crossing under I-35. The booster station and crossing under I-35 was constructed in 2023, including a 36" Steel casing through MnDOT Right-of-way. This west end was installed with 7.5' of cover, on average.

The adjoining parcels along 215th Street use private wells for potable water or are undeveloped lots used for agriculture that have not previously needed water services. If developed these properties would be required to connect to the City's water system.

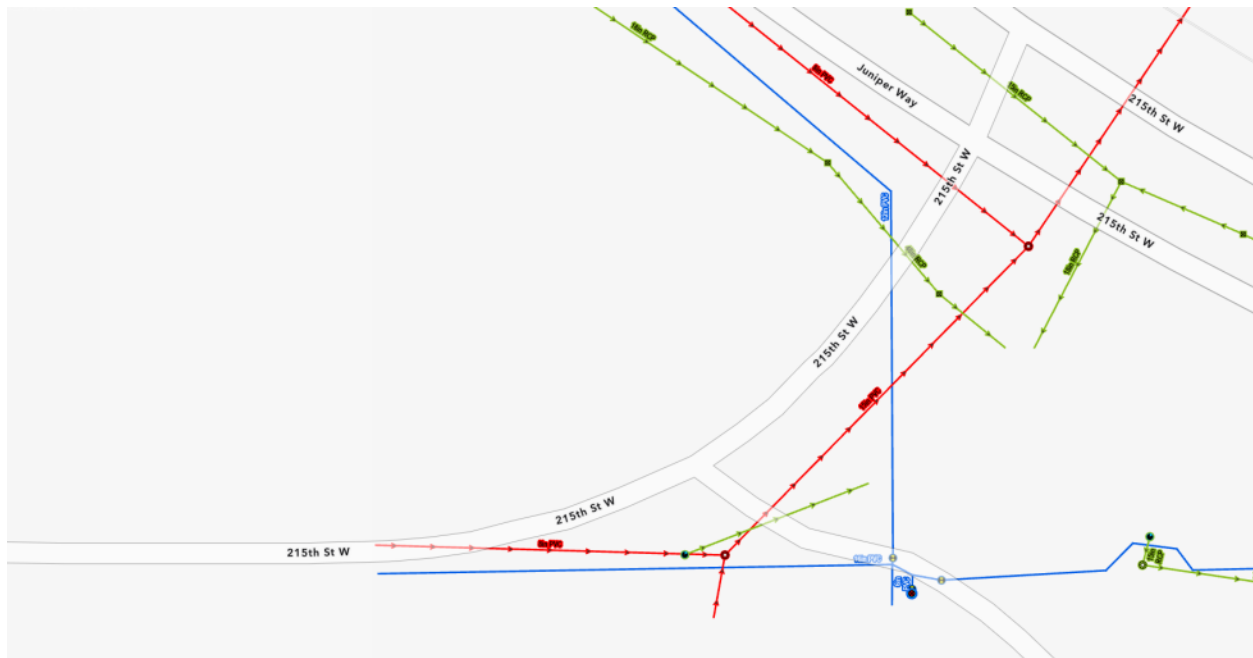


Figure 2-3: Existing Utilities at 215th Street & Juniper Way (City of Lakeville GIS)
 Blue are existing water mains, red are existing sanitary sewers, and green are existing storm pipes and culverts.

2.5 Other Utilities

The 215th Street corridor contains many private utilities, under and alongside the existing roadway.

2.5.1 Power Lines

Along the north side of the roadway are overhead electrical transmission lines operated by Great River Electric. There are buried electrical lines and services running underneath the existing ditches on the north side of the road owned by Dakota Electric who provides power to the streetlight at Kenrick Ave. At the west end, there is a parallel Dakota Electric system providing services for Manders Diesel Repair. Dakota Electric also operates overhead transmission lines west of I-35 along Keokuk Ave.

The overhead power lines on 215th Street have permanent easements along the north side of the road but for a small portion of the Dunham property.

2.5.2 Natural Gas

There is a significant presence of natural gas facilities within the project area. Northern Natural Gas (NNG) operates a transfer station located at the northeast corner of Kenrick Ave (CSAH 5) and 215th Street. Multiple regional transmission mains enter and leave this facility.

This includes:

- Two 12" mains that cross diagonally under 215th Street slightly east of the Kaparia Ave intersection.
- Two 12" mains and one 24" main that run northwest of the transfer station under Kenrick Ave and then I-35 at a 45-degree angle.
- One abandoned 12" main owned by Centerpoint Energy heading north.
- One 16" transmission main crossing 215th Street towards the south.
- A 4" gas pipe owned by Centerpoint under 215th Street's north shoulder with services for each of the adjacent properties.
- Multiple 4" gas lines owned by Centerpoint under the Kenrick Ave & 215th St intersection.
- One 4" gas line that connects the 215th Street pipe to Kaparia Ave.
- One field tap from NNG lines to old farmhouse on Dunham property

These gas mains and services are most likely 5-7' deep, potholing to expose the pipe would be required prior to construction of any utilities in order to confirm. These are likely shallower than any proposed utility improvements but due to the size and sensitive nature of the facilities any crossings will require considerable care. Any trenched installations would need special support for the pipes, which would be kept in service during construction. The preference is to use trenchless installation techniques with large safety margins to avoid the gas mains. NNG's transmission mains have existing easements for all of their facilities west of Kaparia Avenue.

The City's sewer master plan proposes an alignment that would cross multiple NNG transmission mains 3 separate times, including the same location the sanitary sewer would need to go under I-35. The water main would also cross under NNG facilities at two separate locations.

2.5.3 Communications

Fiber Optic Lines operated by CenturyLink run under the northern shoulder of 215th Street and down Kaparia Ave. There are service boxes located along the right-of-way in the existing ditch. These would likely need to be relocated for any proposed ditch re-grading.

2.5.4 Lighting

There only existing streetlights are located at the intersections of 215th/Juniper and 215th/Kenrick.



Figure 2-4:Existing Lighting

Dakota Electric Maintained light pole at Kenrick Ave and 215th Street.

2.6 Soils/Geotechnical Information

In March 2026, Braun Intertec provided pavement borings and soil testing for 215th Street and utility improvements. Kenrick Avenue's pavement approach was approximately 3.5" of bituminous pavement and the Juniper Way approach was 4.5" of bituminous pavement. The existing aggregate surface of 215th street varied from 2-10" with the thinnest segments appearing in the middle of the corridor.

Soil types consist of poorly graded sands and silts with some lean clays. Laboratory tests determined them to be slightly wet and slightly more organic than standard. The gradation contained higher-than-normal fine materials and silty materials, likely due to the granular surfacing. The existing aggregate surfacing and underlying soils are not recommended for reuse as backfill beneath the roadway, but the organic soils may serve as good topsoil for the site. The average R-Value (Resistance Value) for the reconstruction area is estimated at 12.

Groundwater was apparent on the east of the project near Juniper Way (CSAH 70), approximately 7 feet below the surface. Other locations with apparent groundwater were those along the stream/drainage path north of 215th Street where the City's sewer master plan shows the preferred sewer alignment.

Based on the soil testing results Braun recommended to construct a subgrade of engineered fill at least 2' below a 6" aggregate subbase. The draft geotechnical boring map and logs can be found in [Appendix G: Geotechnical Report](#). A Phase I Environmental Site Assessment (ESA) determined there is a strong likelihood for contaminated soils based on adjacent property uses and historic spill reports. Additional investigation is recommended. This may necessitate additional borrow material if contaminated soils are found during trench excavations and need disposing of.

Driveways east of the transfer station will require new culverts to maintain drainage through the corridor. The driveway culvert sizes are 15 - 36" (or equivalent arch pipe sizes). There is an existing 30" RCP centerline crossing near station 122+00 (east of Kaparia Ave) that will be upsized and replaced to reduce risk of flooding and washouts on the north side. A preliminary hydraulic analysis shows that with the new ditch and roadway vertical geometry, to maintain existing drainage the culvert would need to upsize to 36" RCP or the driveway configurations could be modified to allow for overtopping.

The 18" corrugated metal pipe culvert draining into the existing stormwater pond at Juniper Way (CSAH 70), requires upsizing to accommodate the expected flows from the project. Further evaluation of the effect of increased flows to this pond will be needed. Since the pond is rate controlled, it is expected that flows leaving the pond will minimally be affected or not at all, and therefore the larger entrance culvert should not impact downstream drainage facilities.

Stormwater treatment requirements will be met via approximately 1,200 linear feet of filtration ditches at the east end of the project. The required stormwater treatment volume is based on 0.5" over the added and reconstructed impervious area, this volume is larger than 1" over the added impervious area (MS4 requirements). While the existing soils in the area are Type B, based on the NRCS soil survey; soil borings indicated a high groundwater level. As such, the proposed treatment is a filtration ditch utilizing underdrains.

3.3 Sanitary Sewers

The Sanitary Sewer Extension will consist of a 12" PVC pipe, starting at the existing Sanitary Manhole near Juniper Way (CSAH 70) and proceeding west to Keokuk Ave right-of-way, on the west side of I-35. The preferred alignment was selected in coordination with updates to the City's Master Plan to best service future developments while minimizing conflicts with NNG gas mains as well as reducing property impacts and acquisitions. The main alignment will run under the center of 215th street before realigning northwest to cross I-35. The proposed locations can be seen in [Appendix A: 215th Street & Utility Layout](#).

The sanitary sewer follows the centerline of the roadway from the existing manhole to the gas transfer station on the west end of 215th Street. This crosses NNG facilities at two locations, once east of Kaparia Ave and once directly south of the transfer station. The crossing near Kaparia will be installed using trenchless construction, to avoid both 12" mains. The crossing near the transfer station will be constructed using temporary trench supports. The sanitary sewer would then cross Kenrick Ave using trenchless methods, to keep it open for traffic, before following along the existing NNG easement to the northwest. The last segment would be installed beneath I-35 using trenchless methods.

All vertical separations between Sanitary sewer and water Main are at least 18" and where the sewer crosses under NNG gas mains it would have 24" separation. Casings for trenchless construction would be 24" internal-diameter steel pipes.

The existing stub is undersized and needs to be replaced with a 12" pipe. Pipe size was provided by SEH as part of a sanitary sewer study and based on a master system model. The upstream invert was required to be no higher than 1071.28.

Manholes are to be spaced at a maximum of 300' spacing and sewer services can primarily run to the manholes, if larger than normal services are required for the industrial/commercial uses.

3.4 Water Mains

The proposed water main extension will consist of 16" C900 water main pipe connecting the existing 16" stub near Juniper Way (CSAH 70) to the 12" stub near Kenrick Ave. It will run under the south shoulder of 215th Street to avoid utility conflicts and provide adequate clearance from the sanitary sewer (minimum 10' spacing between outsides of water mains and sewer pipes per Minnesota Department of Health). This alignment locates the gate valves outside the driving lanes, making them safer to access for maintenance and repair purposes.

C900 aligns with the City's standard specifications and is the preferred pipe material for this project to avoid needing cathodic protection and prevent interference with cathodic systems in place for the NNG natural gas mains that the water main would cross.

Hydrants are spaced at a maximum distance of 300' based on the adjacent commercial/industrial uses. The hydrant locations are on the outside edges of proposed ditches centered in the proposed drainage and utility easements.

The water main needs to cross the NNG facilities in two locations, the first is the diagonal crossing for the two 12" mains east of Kaparia Ave. The watermain should be constructed trenchless underneath the NNG facilities using a 30" steel casing pipe and can be launched from the same pit as the sanitary sewer. The second location is the 16" gas main south of the NNG transfer station. This can be constructed using trenched means with temporary support.

The far west end around the existing hydrant and stub needs to be replaced and a tie-in provided using a 16x12 reducer. Centerpoint Energy maintains multiple smaller gas mains surrounding this stub and hydrant. They will be relocated prior to water main being installed.

3.5 Other Improvements

City standards would recommend providing lighting at least at each intersection and for urban Minor Collectors it would be preferable to provide lighting along the entire corridor. Street Lighting is proposed for the Kaparia Ave intersection. More lighting will be installed along the corridor and at driveways with developments along 215th Street. The detailed design will be provided by Dakota Electric.

New street signs and pavement markings will be provided according to City standards and MUTCD design guidance for a 2-lane minor collector classification street.

The ditch locations will require adjustments to the existing communication utility boxes and buried fiber-optics. These will be coordinated with the private utility owners.

4 Permits

In order to construct the proposed improvements described in this Report, it will be necessary to obtain the following permits prior to the start of construction:

- **Minnesota Department of Health (MDH)**
 - Plan Review for Water Main System
- **Minnesota Pollution Control Agency (MPCA)**
 - NPDES Construction Permit (disturbing over 1 acre)
 - Sanitary Sewer Extension Permit
- **Metro Council**
 - Plan Review for Sanitary Sewer Extension
- **Minnesota Department of Transportation (MnDOT)**
 - Utility Accommodation On Trunk Highway Right Of Way (Form 2525)
- **Dakota County**
 - General Permit for work in the Right-of-Way
 - Utility Permit

5 Easements

Constructing the 215th Street Improvements and utility extensions will require additional easements outside of existing right-of-way. The primary drivers for the easements are the sanitary sewer extension and proposed ditches that extend beyond the limited ROW.

The city assumes that 10-foot-wide Drainage & Utility easements will be dedicated as part of the development plat approvals for the two easternmost properties and the one southeast of the Kaparia Ave intersection. As such, these properties will not require any additional permanent easements for the maintenance of water main or storm infrastructure. Temporary easement will still be necessary for grading, however.

The Dunham property that runs along 215th Street's north side does not have immediate expectations for development so acquiring a permanent drainage & utility easement and additional temporary easements for grading will be necessary. The proposed Drainage & Utility easement will overlap with existing easements for Dakota Electric and NNG, but the existing poles and pipes will be outside the ditch bottoms, so the ditches will have minimal conflicts.

Two properties west of Kenrick Ave will require permanent utility easements to install and maintain the sanitary sewer extension. The easement through the property east of I-35 owned by B&S Property Holdings will run along the 40' south of the existing NNG easement. This has been preliminarily discussed with the owner after the City shared with them the alignment alternatives. A 50-foot-wide utility easement will be acquired from the property west of I-35 owned by United Christian Academy

Foundation. This easement will cover the installation and maintenance of the sewer, as well as the existing water main that runs across the south part of the property. This has likewise been discussed preliminarily with the owners. The proposed permanent easements can be seen in [Appendix B: Proposed Permanent Utility Easements](#).

Areas around Kenrick Ave have notably large public right-of-way from the former I-65 interchange. This ROW can be useful for jacking and receiving pits for trenchless construction and stockpiling materials during construction.

Table 5-1 : Easement Summary Table

Parcel ID #	Owner	Prop. D&U Easement (Sf)	Temp. Easement (Sf)	Prop. Utility Easement (Sf)
220360025016	UNITED CHRISTIAN ACADEMY FOUNDATION	N/A	N/A	7,973
220360025015	B & S PROPERTY HOLDINGS LLC	N/A	7,211	23,475
220360006019	DUNHAM LAND LLC	19,637	29,464	N/A
220360076010	DUNHAM LAND LLC	(12,863)	(15,436)	N/A
220360007013	DB REALTY LLC	3,303	3,634	N/A
220360051010	SALVAGE LLC	N/A	3,403	N/A
220360050012	SALVAGE LLC	N/A	6,744	N/A
224446600010	LAKEVILLE IND ACREAGE PTNSHP	(10,087)	(8,446)	N/A
220360075013	OLAM HOLDINGS I LLC	(12,375)	(16,088)	N/A

6 Cost Allocation

6.1 Estimated Project Construction Costs

Estimates of project costs were prepared for the 215th Street Improvements based on preliminary engineering design performed in early 2026. [Appendix C: Detailed Cost Estimate](#) detailed quantities and cost estimates based on unit price information taken from MnDOT and recently bid projects in the area. Total project costs include estimated construction costs, a 10% contingency, and 28% for legal, fiscal, administrative, and engineering costs. The project cost estimates are located in [Table 6-1: Estimated Project Construction Costs & Assessable Share Summary](#).

6.2 Assessable Costs

The City of Lakeville's Special Assessment Policy ([Appendix F: City of Lakeville Special Assessment Policy § 5.12](#)) establishes the method of calculation for percent-share of costs based on the type of improvement, the method establishing the amount of the costs each affected property shares, and adjustments based on the types of uses and improvements.

The City's policy requires them to specially assess properties that directly benefit from street construction. The City's policy requires them to specially assess properties that directly benefit from street construction. Street reconstruction projects are limited to 40% of assessable costs but 215th Street's current unpaved state does not meet City standards. This project goes beyond pavement

reconstruction, including excavation, base materials, grading, and significant drainage improvements. As such, City policy is to assess these improvements up to 100%.

New utility improvements such as storm sewer, water main, and sanitary sewer are 100% assessable based on lot frontage or per lot basis. The storm sewer improvements consist of upsized, replaced, and new culverts to accommodate drainage needs, particularly around private driveways. Since the proposed drainage improvements are not substantially different from existing conditions, the impact assessment rate is 40%, as if it were a street reconstruction with storm sewer replacements. While the water main and sanitary sewer improvements are fully assessable, it is the City's practice to prorate or discount costs beyond standard 8" pipes and normal depths needed for operations. Accordingly, costs for the proposed 16" Water Main, oversized water main appurtenances (valves, fittings, etc.), 12" sanitary pipe, trenchless construction, casing pipes, and over-depth excavation will be reduced to an 8" equivalent or excluded from the assessment, based on frontage.

Other costs, such as stormwater treatment facilities and intersection lighting, are not be specially assessed by the City, for this project.

The City provides other adjustment factors within its special assessment policy based on factors like zoning, existing use, intensity of use, and deviations from minimum standards (e.g., roadway width). However, these adjustment factors typically only apply to residential uses. Commercial and industrial parcels, which this project consists entirely of, receive assessments based on lot frontage with costs divided equitably amongst all benefited properties using a prorated average cost per linear foot.

A summary of expected project costs and assessable amounts can be found in **Table 6-1: Estimated Project Construction Costs & Assessable Share Summary**.

Table 6-1: Estimated Project Construction Costs & Assessable Share Summary

<i>Type</i>	Est. Cost	Est. Eligible Costs	Assessable %	Est. City Share	Est. Total Assessable Cost
<i>Street</i>	\$5,060,007	\$5,060,007	100%	\$0	\$5,060,007
<i>Storm Improvements</i>	\$372,966	\$372,966	40%	\$223,779	\$149,186
<i>New Curb & Gutter</i>	\$12,944	\$12,944	100%	\$0	\$12,944
<i>Sanitary Sewer*</i>	\$3,015,707	\$1,037,153	100%	\$1,978,554	\$1,037,153
<i>Water Main*</i>	\$2,023,793	\$808,434	100%	\$1,215,359	\$808,434
<i>Stormwater Management Facilities</i>	\$1,139,048	\$0	0%	\$1,139,048	\$0
<i>Roadway Lighting</i>	\$12,420	\$0	0%	\$12,420	\$0
Totals	\$11,636,886	\$7,291,505		\$4,569,161	\$7,067,725

**Prorated to an 8" standard size and depth. Does not include costs associated with trenchless construction.*

6.3 Preliminary Assessment Roll

The preliminary assessment rates and assessment roll are attached in [Appendix D:Cost & Assessment Rate Worksheet](#) and [Appendix E:Preliminary Assessment Roll](#), respectively.

The preliminary assessment roll shows maximum expected assessments for each benefitted property along the project length.

Benefitted properties are defined as those immediately adjacent to proposed improvements and the owners would use or receive value from those proposed improvements. The types of benefits, and therefore assessment rates, may vary from property to property, such as where properties have new sanitary sewer, but no paving or water main whereas others have all of the potentially assessable elements. To address this variance, the assessment roll is broken down by each type of benefit: street, storm, curb, sanitary sewer, and water main.

6.4 Funding

This project will be entirely locally funded via special assessments, GO bond revenue, and utility service fees. Table 6-2 summarizes the budget and proposed funding sources for this project as shown in the City of Lakeville's 2026-2030 Capital Improvement Plan. The table calculates a balance between programmed funds compared to the estimated construction costs and expected assessment revenues (found in [Appendix C:](#) and [Appendix D:](#), respectively.)

Table 6-2 : Cost/Revenue Summary

Funding Source	2026 Budget	Est. Construction Cost	Est. Total Assessable Cost	Est. Total Expected Sp. Assessment	Balance
GO Improvement Bonds – Sp. Assess.	\$5,240,000	\$5,072,952	\$5,072,952	\$5,072,952	\$5,240,000
Stormwater Infrastructure Fund	\$200,000	\$1,512,014	\$149,186	\$149,186	\$(1,162,828)
Sanitary Sewer Trunk Fund	\$1,215,000	\$3,015,707	\$1,037,153	\$1,001,342	\$(799,365)
Water Trunk Fund	\$100,000	\$2,023,793	\$808,434	\$808,434	\$(1,115,359)
Utility Fund (Street Lights)	\$-	\$12,420	\$-	\$-	\$(12,420)
Total	\$6,755,000	\$11,636,886	\$7,067,725	\$7,031,914	\$2,150,028

7 Public Hearing

Using assessments for financing portions of the 215th Street Improvement Project requires following Minnesota Statute Chapter 429, which requires two public hearings regarding the project. The following sections include a description of the required hearings.

7.1 Improvement Hearing

The first public hearing is the “Improvement Hearing.” The City Council calls for this hearing when the Feasibility Report is complete and is ready for City Council review. Notice of the hearing must be made to the general public and specifically to those parcels proposed for assessment.

The information in the Feasibility Report will be presented at the Improvement Hearing, including the estimated project costs and the estimated assessments. After the hearing closes, if the City wishes to proceed with the project, the City Council then will take action to officially order the improvements.

7.2 Assessment Hearing

The second public hearing is the “Assessment Hearing.” The purpose of the assessment hearing is to present the final assessment roll for properties proposed for special assessment. The City must directly notify the specifically affected properties; notice must also go out to the general public.

To prepare for the assessment hearing, the City must have the final assessment roll prepared with the final assessment levy proposed against the properties. This differs from the Improvement Hearing, where only the estimated assessments are presented. Preparation of the final assessment roll is based on actual costs from construction bids received.

Minnesota Statute allows the Assessment Hearing either before the award of the contract and start of construction, or after the contractor completes construction.

8 Schedule

The private commercial developments planned along 215th Street are interested in beginning construction soon. As such, the utility portions of this proposed improvement project should be the main priorities. The critical goal is that the sanitary sewer and water main on the east end of 215th Street are in-place this fall.

This should be very achievable, so long as the project is bid by late summer. The east end of the project is the logical starting place for the utilities and represents the easier parts of the project, not requiring trenchless construction and with minimal utility conflicts. Preliminary discussions with local contractors indicate, however, that it may be possible to install all the proposed utilities, including the trenchless installations, in 2026 so long as weather permits.

Paving and some utility work may be left for the following spring in 2027. In fact, it may be ideal to allow the sewer trench backfill the winter season to settle out before final grading and paving the following construction season. Oftentimes large utility trenches have so much loose backfill or need to be supplemented with engineered fill that it shifts or reacts differently than the ground around. That first period where deep trenches like these are saturated and experience their first freeze-thaw cycles can result in significant settlement or heaving.

The two-season schedule for paving should not affect operations or access to existing businesses, local traffic, or construction vehicle operations for the developments.

Table 8-1 : Schedule Summary

Resolution Ordering Preparation of Feasibility Report*	February 17, 2026
Receive Draft Feasibility Report*	May 1, 2026
Approve Feasibility Study*	July 6, 2026
Order Public Hearing for Improvements*	July 6, 2026
Public Improvement Hearing*	August 3, 2026
Approve Plans and Specifications, Authorize Ad for Bid, Set Bid Date*	August 3, 2026
Bid Opening	August 26, 2026
Award Contract, Declare Costs, and Set Assessment Hearing*	September 7, 2026
Assessment Hearing*	September 21, 2026
Begin Construction	October 2026
Complete Utility Improvements	December 2026
Substantial Completion	June 2027

** Denotes City Council Meeting Item*

9 Conclusions & Recommendations

- **From the results of the Feasibility Study and investigations, we concluded that:**
 - The project is feasible and cost effective from an engineering standpoint.
- **In considering the foregoing conclusions, we recommend that:**
 - The City Council accept this report and schedule a public hearing on the proposed improvements.

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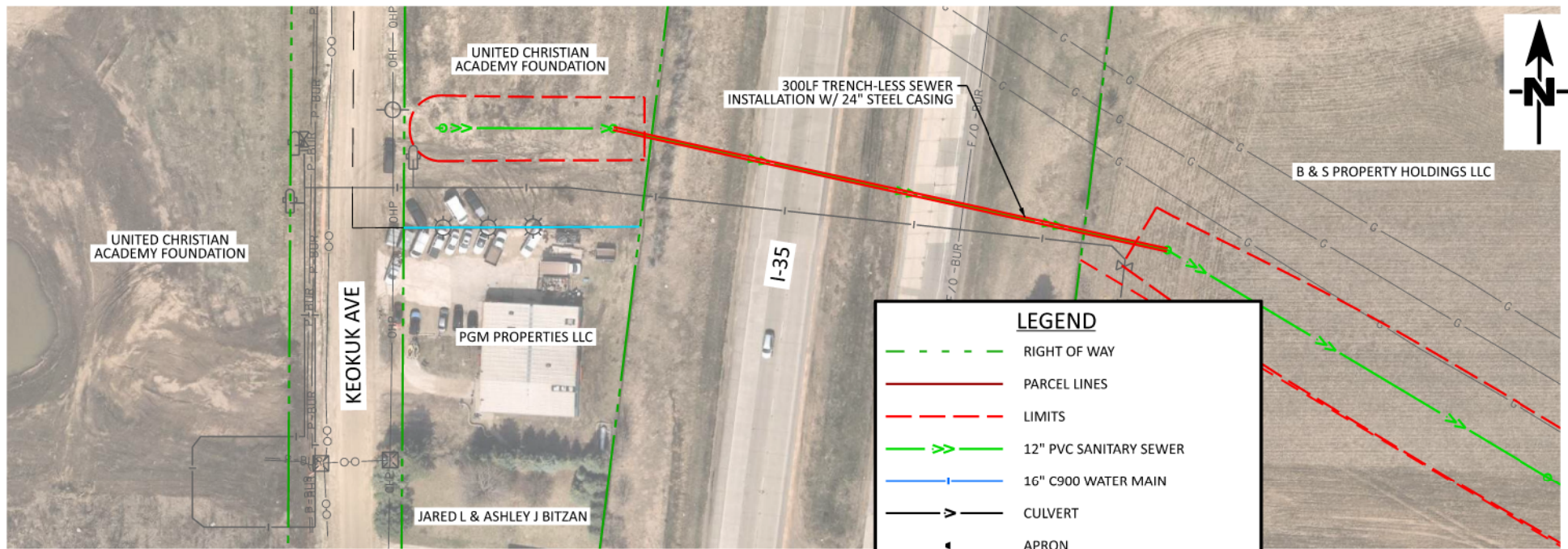
Appendices

Appendix A:	215 th Street & Utility Layout	A-1
Appendix B:	Proposed Permanent Utility Easements	B-1
Appendix C:	Detailed Cost Estimate	C-1
Appendix D:	Cost & Assessment Rate Worksheet	D-1
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Appendix F:	City of Lakeville Special Assessment Policy § 5.12	F-1
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Appendix A: 215th Street & Utility Layout

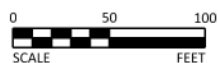
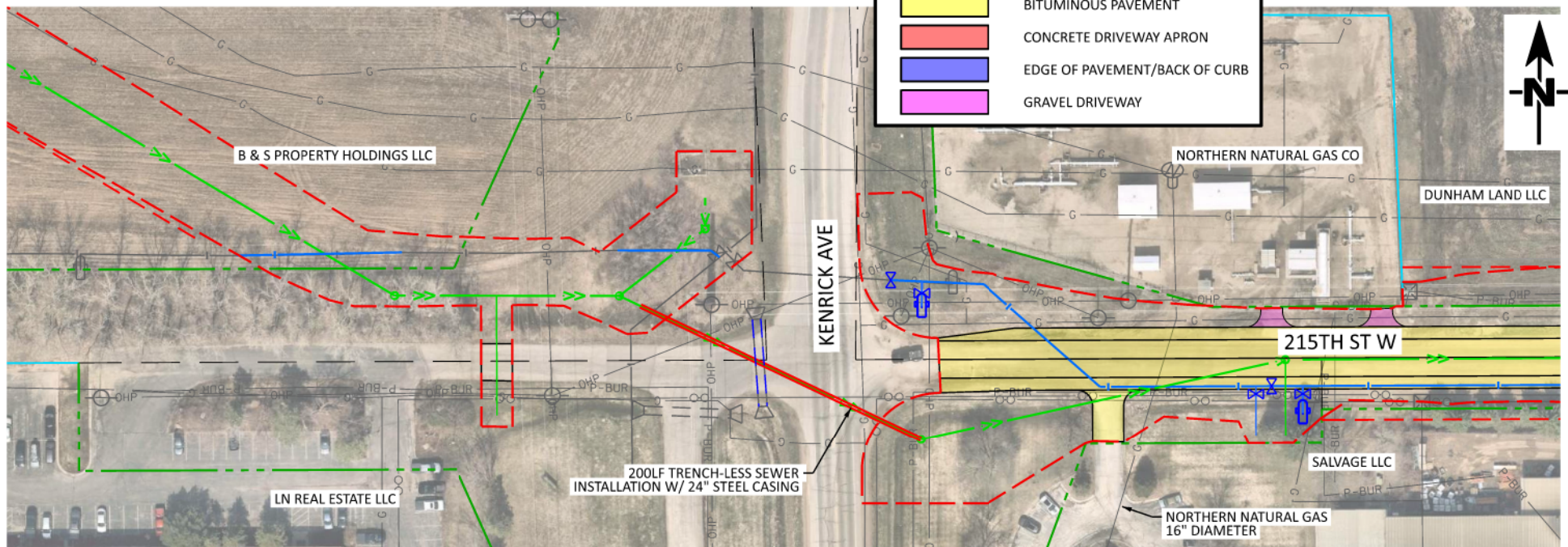
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Exhibits Follow



LEGEND

- RIGHT OF WAY
- PARCEL LINES
- LIMITS
- 12" PVC SANITARY SEWER
- 16" C900 WATER MAIN
- CULVERT
- APRON
- BITUMINOUS PAVEMENT
- CONCRETE DRIVEWAY APRON
- EDGE OF PAVEMENT/BACK OF CURB
- GRAVEL DRIVEWAY

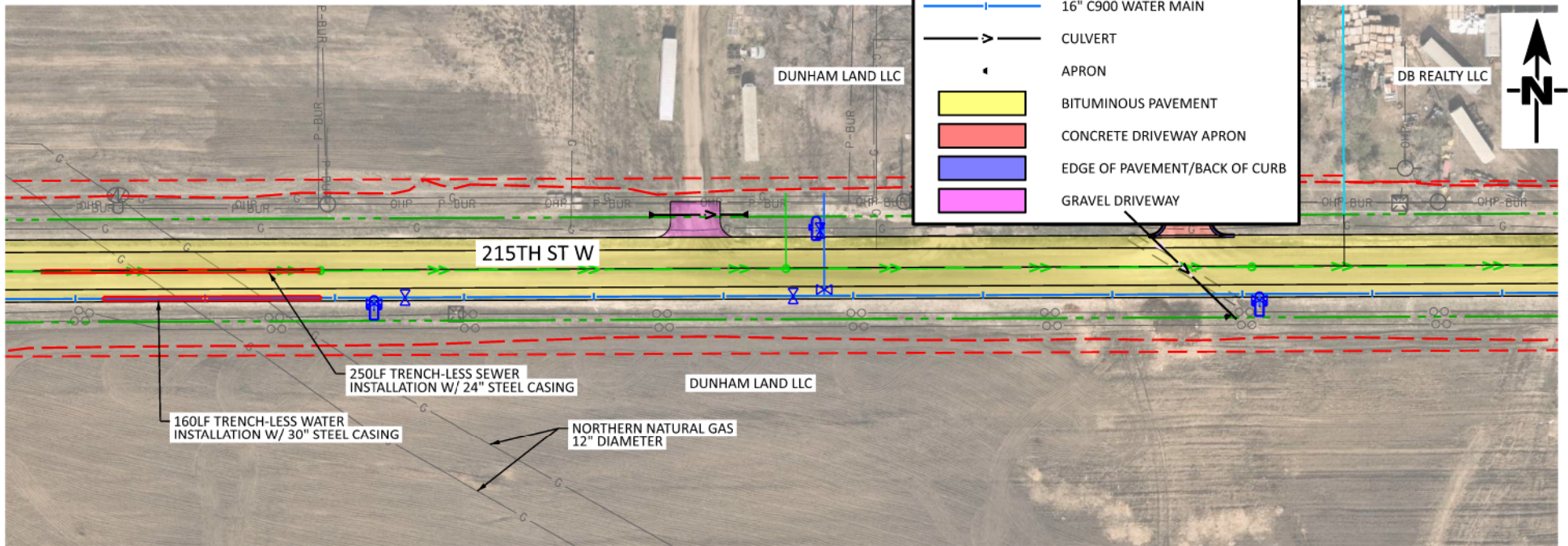
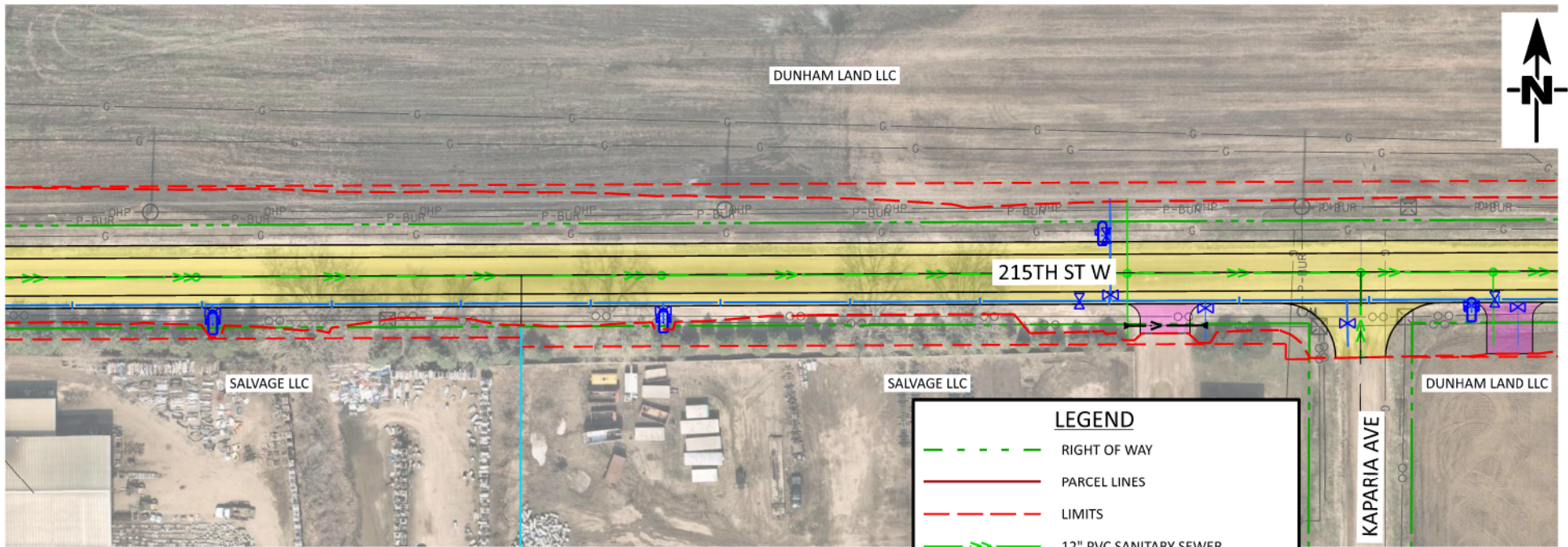


Stonebrooke

215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

SHEET
1
OF
3

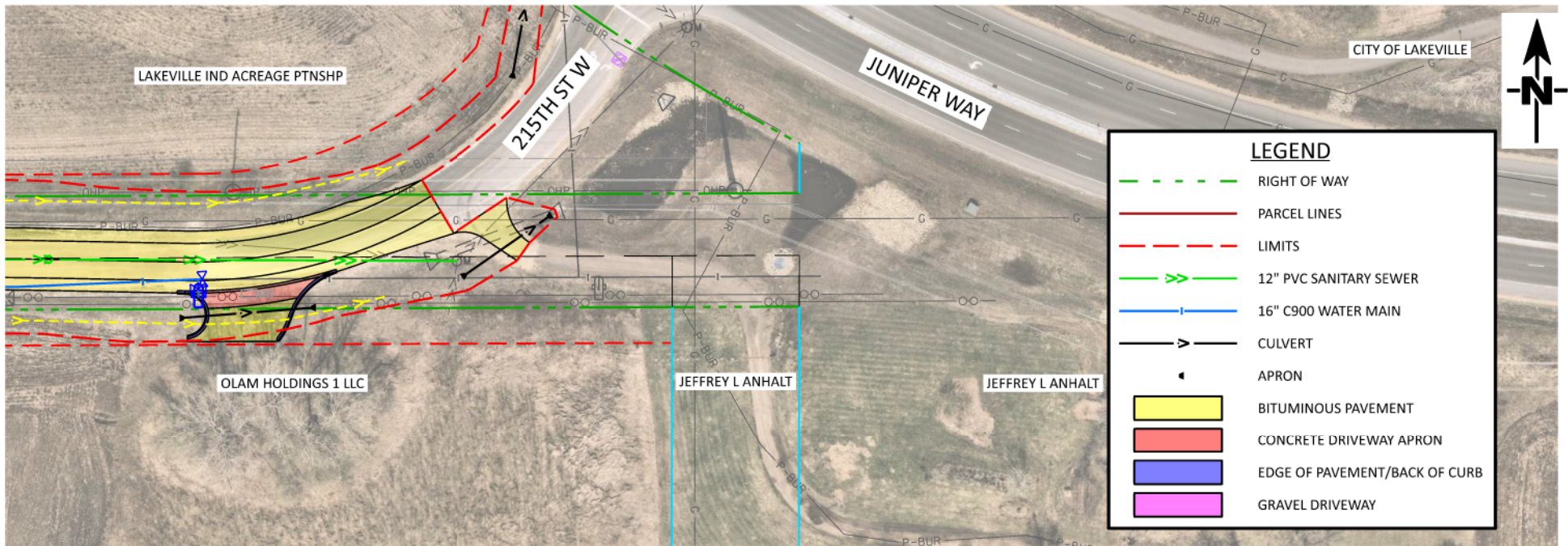
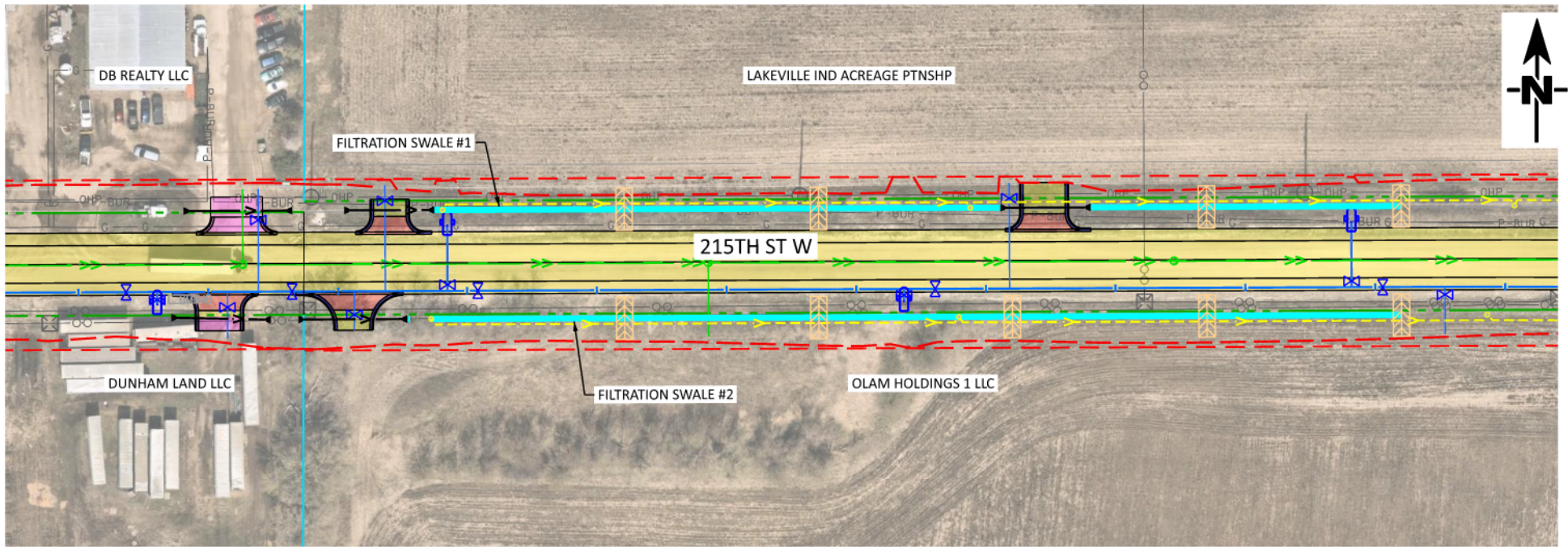


Stonebrooke

215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

SHEET
2
OF
3



Stonebrooke

215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

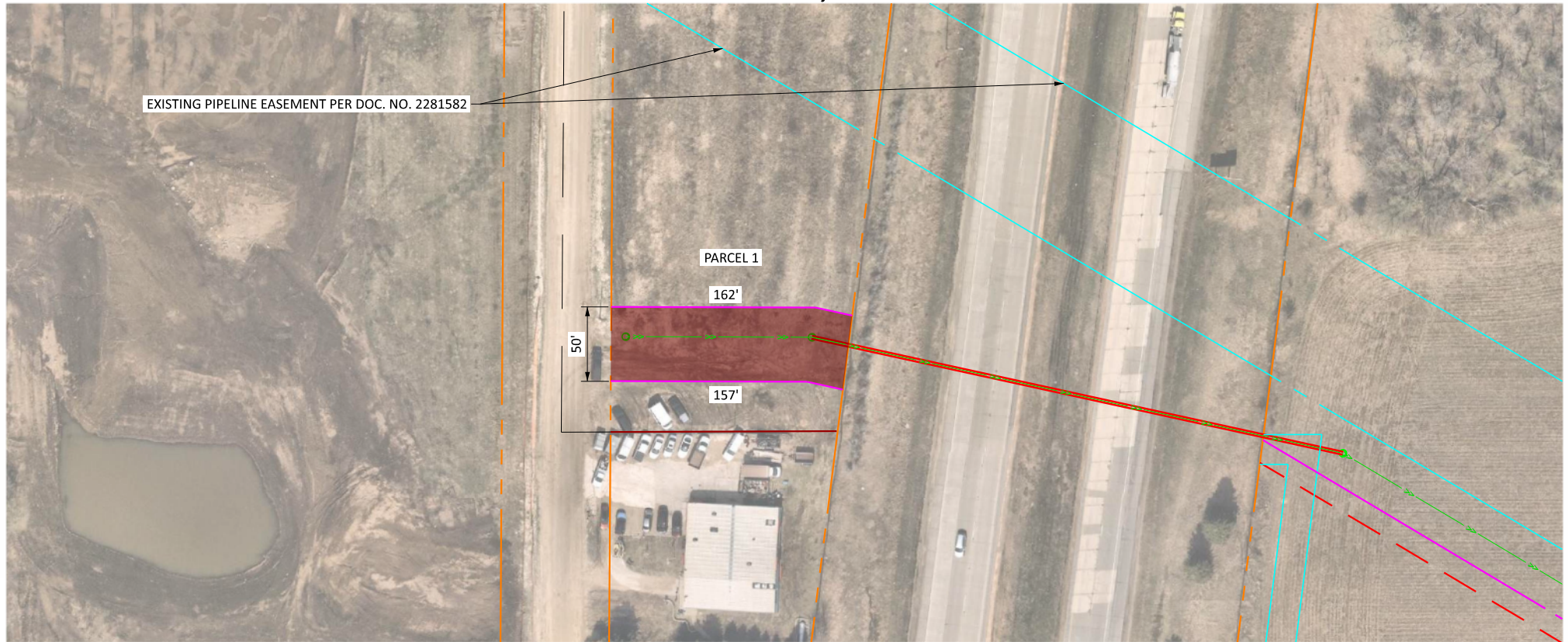
SHEET
3
OF
3

Appendix B: Proposed Permanent Utility Easements

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Exhibits Follow

215TH ST. W PROPERTY EXHIBIT LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER UNITED CHRISTIAN ACADEMY FOUNDATION

PARCEL 01
PROJECT NO. 26-09
PID 22-03600-25-016

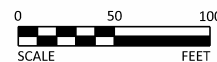


LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

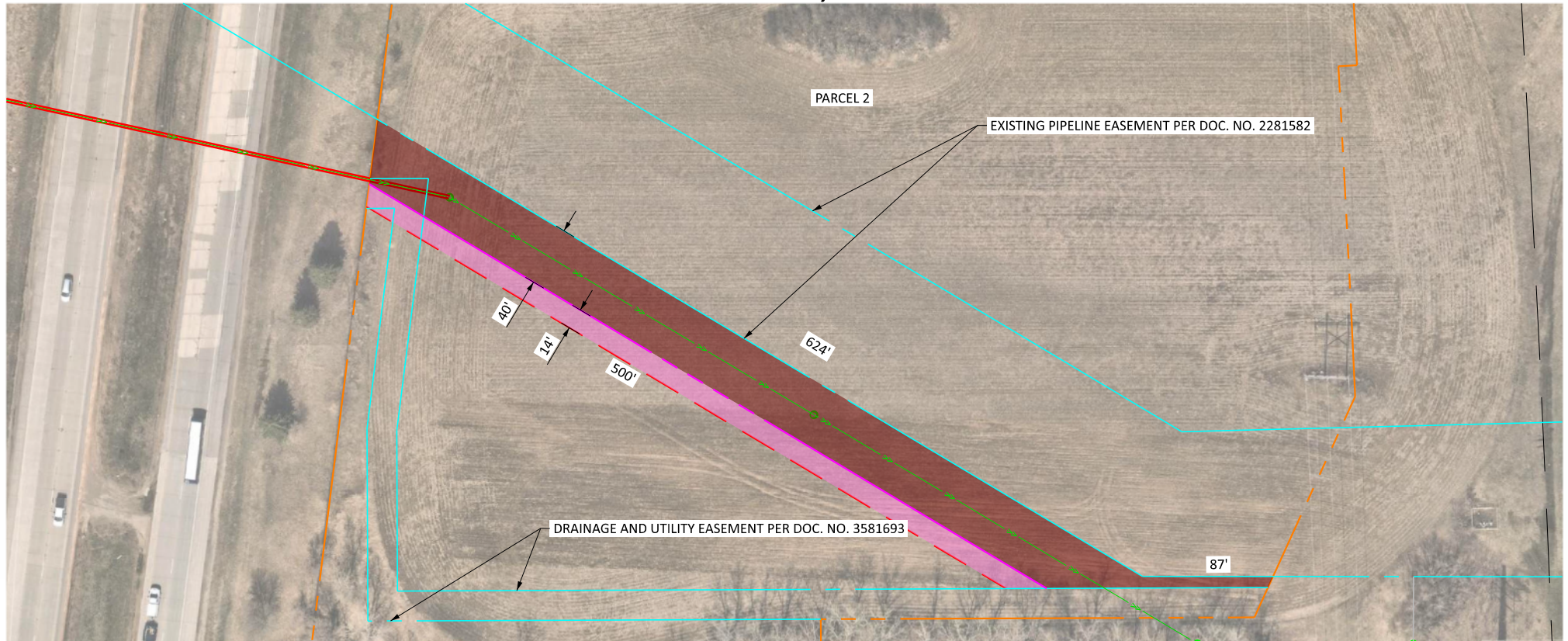
TEMPORARY EASEMENT (SQ. FT.)
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)

7,973



SHEET
1
OF
7

215TH ST. W PROPERTY EXHIBIT LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER B & S PROPERTY HOLDINGS LLC

PARCEL 02
PROJECT NO. 26-09
PID 22-03600-25-015

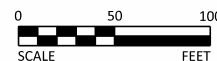


LEGEND

- TEMPORARY EASEMENT
- - - RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

TEMPORARY EASEMENT (SQ. FT.)
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)

7,211
23,475



SHEET
2
OF
7

Appendix C: Detailed Cost Estimate

CITY PROJECT # 26-09 ENGINEERS ESTIMATE 6/30/2026																					
LINE NO.	ITEM DESCRIPTION	UNIT	UNIT COST	PROJECT TOTALS		CITY PROJECT #26-09															
						ROADWAY		STORM SEWER		CURB & GUTTER		SANITARY SEWER		SANITARY PRORATE	WATER MAIN		WATER PRORATE	SWM / SWP		UTILITY	
				ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	COST	ESTIMATED QUANTITY	COST	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
1	MOBILIZATION	LS	\$500,000	1	\$500,000	0.4	\$200,000					0.3	\$150,000	\$150,000	0.2	\$100,000	\$100,000	0	\$50,000		
2	CLEARING	EACH	\$250	3	\$750													3	\$750		
3	GRUBBING	EACH	\$150	3	\$450													3	\$450		
4	CLEARING	ACRE	\$5,000	0	\$750													0.2	\$750		
5	GRUBBING	ACRE	\$4,500	0	\$675													0.2	\$675		
6	REMOVE HYDRANT	EACH	\$500	1	\$500										1	\$500	\$500				
7	REMOVE SIGN	EACH	\$25	6	\$150	6	\$150														
8	REMOVE SIGN PANEL SPECIAL	EACH	\$100	4	\$400	4	\$400														
9	REMOVE MAIL BOX SUPPORT	EACH	\$100	1	\$100	1	\$100														
10	SALVAGE SIGN	EACH	\$50	3	\$150	3	\$150														
11	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2	136	\$204	136.0	\$204														
12	REMOVE PIPE CULVERTS	LIN FT	\$15	190	\$2,850			190	\$2,850												
13	REMOVE WATER MAIN	LIN FT	\$12	206	\$2,472																
14	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$10	166	\$1,660										206.0	\$2,472	\$2,472				
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10	164	\$1,640	164	\$1,640														
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5	585	\$2,925	585	\$2,925														
17	EXCAVATION - COMMON	CU YD	\$12	25968	\$311,616	25968	\$311,616														
18	EXCAVATION - SUBGRADE*	CU YD	\$12	13000	\$156,000	13000	\$156,000														
19	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$15	12000	\$180,000	12000	\$180,000														
20	COMMON EMBANKMENT (CV)	CU YD	\$6	6279	\$37,674	6279	\$37,674														
21	DEWATERING	LS	\$15,000	1	\$15,000							0.6	\$9,000	\$9,000	0.4	\$6,000	\$6,000				
22	CRUSHED ROCK*	CU YD	\$35	10	\$350	10	\$350														
23	GEOTEXILE FABRIC TYPE 10	SQ YD	\$4	17810	\$71,240	17810	\$71,240														
24	TEST ROLLING	STA	\$4	37	\$148	37	\$148														
25	SUBGRADE PREPARATION (6" THICKNESS)	SQ YD	\$100	20816	\$2,081,600	20816	\$2,081,600														
26	COMMON LABORERS	HOURL	\$8	35	\$280	35	\$280														
27	TRACTOR MOUNTED BACKHOE	HOURL	\$75	10	\$750	10	\$750														
28	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$200	40	\$8,000	40	\$8,000														
29	WATER	MGAL	\$150	150	\$22,500	150	\$22,500														
30	AGGREGATE BASE (CV) CLASS 5	CU YD	\$40	5399	\$215,960	5399	\$215,960														
31	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$35	1961	\$68,635	1961.0	\$68,635														
32	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	\$75	2366	\$177,450	2366	\$177,450														
33	FINE FILTER AGGREGATE (CV)	CU YD	\$70	270	\$18,900	270	\$18,900														
34	15" RC PIPE APRON	EACH	\$1,200	11	\$13,200			11	\$13,200												
35	51" SPAN RC PIPE-ARCH APRON	EACH	\$3,000	10	\$30,000			10	\$30,000												
36	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	\$100	378	\$37,800			378	\$37,800												
37	51" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LIN FT	\$350	391	\$136,850			391	\$136,850												
38	6" PRECAST CONCRETE HEADWALL	EACH	\$500	2	\$1,000			2	\$1,000												
39	6" TP PIPE DRAIN	LIN FT	\$35	724	\$25,340			724	\$25,340												
40	6" PERF TP PIPE DRAIN	LIN FT	\$20	100	\$2,000			100	\$2,000												
41	6" PERF PE PIPE DRAIN	LIN FT	\$15	1255	\$18,825			1255	\$18,825												
42	6" TP PIPE DRAIN CLEAN OUT	EACH	\$400	6	\$2,400			6	\$2,400												
43	4" PVC PIPE SEWER	LIN FT	\$45	78	\$3,510					78.0	\$3,510	\$3,510									
44	8" PVC PIPE SEWER	LIN FT	\$75	477	\$35,775					477	\$35,775	\$35,775									
45	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,000	1	\$2,000					1.0	\$2,000	\$2,000									
46	12" PVC PIPE SEWER	LIN FT	\$100	5133	\$513,300					5133	\$513,300	\$384,975									
47	24" STEEL CASING PIPE (JACKED) - SANITARY SEWER	LIN FT	\$1,750	745	\$1,303,750			745.0	\$1,303,750	\$	-										
48	CONNECT TO EXISTING WATER MAIN	EACH	\$2,000	1	\$2,000																
49	HYDRANT	EACH	\$6,500	14	\$91,000										1	\$2,000	\$2,000				
50	ADJUST VALVE BOX	EACH	\$500	1	\$500										14.0	\$91,000	\$91,000				
51	6" GATE VALVE AND BOX	EACH	\$2,500	14	\$35,000										1	\$500	\$500				
52	8" GATE VALVE AND BOX	EACH	\$3,750	4	\$15,000										14.0	\$35,000	\$35,000				
53	12" GATE VALVE AND BOX	EACH	\$5,500	7	\$38,500										4	\$15,000	\$15,000				
54	16" GATE VALVE AND BOX	EACH	\$16,500	11	\$181,500										7.0	\$38,500	\$17,500				
55	HYDRANT RISER	LIN FT	\$1,000	14	\$14,000										11	\$181,500	\$41,250				
56	6" PVC WATERMAIN	LIN FT	\$50	191	\$9,550										14.0	\$14,000	\$	-			
57	8" PVC WATERMAIN	LIN FT	\$55	112	\$6,160										191	\$9,550	\$9,550				
58	12" PVC WATERMAIN	LIN FT	\$100	506	\$50,600										112.0	\$6,160	\$6,160				
59	16" PVC WATERMAIN (C900 DR18)	LIN FT	\$150	3543	\$531,450										506	\$50,600	\$27,830				
60	30" STEEL CASING PIPE (JACKED) - WATER MAIN	LIN FT	\$2,000	140	\$280,000										3543.0	\$531,450	\$194,865				
61	DUCTILE IRON FITTINGS	LB	\$15	6819	\$102,285										140	\$280,000	\$	-			
62	CASTING ASSEMBLY	EACH	\$900	20	\$18,000										6819.0	\$102,285	\$36,195				
63	ADJUST FRAME AND RING CASTING	EACH	\$600	1	\$600							20	\$18,000	\$18,000							
64	CONNECT INTO EXISTING MANHOLE	EACH	\$1,000	1	\$1,000							1.0	\$600	\$600							
65	CONSTRUCT SANITARY SEWER MANHOLE	LIN FT	\$300	489	\$146,700							1	\$1,000	\$1,000							
66	RANDOM RIPRAP CLASS III	CU YD	\$100	12	\$1,230							489.0	\$146,700	\$146,700							
67	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$20	469	\$9,380																
68	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$85	356	\$30,260	356	\$30,260					469	\$9,380								

Appendix D: Cost & Assessment Rate Worksheet

LAKEVILLE, MINNESOTA
215th Street Improvements
City Project No. 26-09
SEI FILE: T-02230

Costs & Assessment Rates

	Street Reconstruction*	Stormwater Improvements	New Curb	Sanitary Sewer Extension****	Water Main Extension****
Total Costs	\$5,060,007	\$372,966	\$12,944	\$3,015,707	\$2,023,793
Total Eligible Costs	\$5,060,007	\$372,966	\$12,944	\$1,037,153	\$808,434
Portion of Eligible Costs Assessed	100%	40%	100%	100%	100%
Total Assessable Costs	\$5,060,007	\$149,186	\$12,944	\$1,037,153	\$808,434
Total Expected Special Assessment	\$5,060,007	\$149,186	\$12,944	\$1,001,342	\$808,434

* Single family residential (RS) pro-rates street cosntruction to 32' standard

**RM only apportions 0.5x normal RS rate
***RH only apportions .25x normal RS rate
****Council may choose to pro-rate water & Sanitary main based on 8" standard

Street Reconstruction Assessment*				
	Commercial / Office / Industrial / Mixed-Use	RS-REU	RM-REU	RH-REU
Total Project Front Footage	7,325 ft			
Assessable Costs per Front Foot	\$690.8279 / ft			
Total Assessment Class Frontage (assessable & non-assessable)	7,325 ft	ft	ft	ft
Total Assessment Class Assessment		\$0.00	\$0.00	\$0.00
Total Assessment Class REU's (assessable & non-assessable)		0 REU	0 REU	0 REU
Assessment Class Assessment Rate	\$690.8279 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU
Total Assessable Units	7,325 ft	0 REU	0 REU	0 REU
Total Expected Special Assessment	\$5,060,007.36	\$0.00	\$0.00	\$0.00

Stormwater Improvements Assessment				
	Commercial / Office / Industrial / Mixed-Use	RS-REU	RM-REU	RH-REU
Total Project Front Footage	7,325 ft			
Assessable Costs per Front Foot	\$20.3680 / ft			
Total Assessment Class Frontage (assessable & non-assessable)	7,325 ft	ft	ft	ft
Total Assessment Class Assessment		\$0.00	\$0.00	\$0.00
Total Assessment Class REU's (assessable & non-assessable)		0 REU	0 REU	0 REU
Assessment Class Assessment Rate	\$20.3680 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU
Total Assessable Units	7,325 ft	0 REU	0 REU	0 REU
Total Expected Special Assessment	\$149,186.28	\$0.00	\$0.00	\$0.00

New Curb & Gutter Assessment				
	Commercial / Office / Industrial / Mixed-Use	RS-REU	RM-REU	RH-REU
Total Project Front Footage	469 ft			
Assessable Costs per Front Foot	\$27.6000 / ft			
Total Assessment Class Frontage (assessable & non-assessable)	469 ft	ft	ft	ft
Total Assessment Class Assessment		\$0.00	\$0.00	\$0.00
Total Assessment Class REU's (assessable & non-assessable)		0 REU	0 REU	0 REU
Assessment Class Assessment Rate	\$27.6000 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU
Total Assessable Units	469 ft	0 REU	0 REU	0 REU
Total Expected Special Assessment	\$12,944.40	\$0.00	\$0.00	\$0.00

Sanitary Sewer Extension Assessment****				
	Commercial / Office / Industrial / Mixed-Use	RS-REU	RM-REU	RH-REU
Total Project Front Footage	9,144 ft			
Assessable Costs per Front Foot	\$113.4184 / ft			
Total Assessment Class Frontage (assessable & non-assessable)	9,144 ft	ft	ft	ft
Total Assessment Class Assessment		\$0.00	\$0.00	\$0.00
Total Assessment Class REU's (assessable & non-assessable)		0 REU	0 REU	0 REU
Assessment Class Assessment Rate	\$113.4184 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU
Total Assessable Units	8,829 ft	0 REU	0 REU	0 REU
Total Expected Special Assessment	\$1,001,341.87	\$0.00	\$0.00	\$0.00

Water Main Extension Assessment****				
	Commercial / Office / Industrial / Mixed-Use	RS-REU	RM-REU	RH-REU
Total Project Front Footage	7,029 ft			
Assessable Costs per Front Foot	\$115.0124 / ft			
Total Assessment Class Frontage (assessable & non-assessable)	7,029 ft	ft	ft	ft
Total Assessment Class Assessment		\$0.00	\$0.00	\$0.00
Total Assessment Class REU's (assessable & non-assessable)		0 REU	0 REU	0 REU
Assessment Class Assessment Rate	\$115.0124 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU
Total Assessable Units	7,029 ft	0 REU	0 REU	0 REU
Total Expected Special Assessment	\$808,434.36	\$0.00	\$0.00	\$0.00

Appendix E: Preliminary Assessment Roll

Preliminary Assessment Roll 215th Street Paving & Utility Extension																													
				* RS pro-rates roadway costs to a 32' wide section, ** RM apportions only 0.5 of standard RS rate *** RH apportions only 0.25 of standard RS rate **** Council may elect to pro-rate new sewer & water main costs based on 8" pipe																									
		Zoning	Commercial / Industrial / Office / Mixed Use (C/I/O/MU)	Single Family Residential (RS)*	Medium Density Residential (RM)**	High Density Residential / Multi-Family (RH)***																							
Type																													
Street Reconstruction Assessment			\$690.8279 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU																							
Stormwater Improvements Assessment			\$20.3680 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU																							
New Curb Assessment			\$27.6000 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU																							
Sanitary Sewer Extension Assessment			\$113.4184 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU																							
Water Main Extension Assessment****			\$115.0124 / ft	\$.00 / REU	\$.00 / REU	\$.00 / REU																							
P.I.N	Property Address	Owner Name	Owner Address	Street Assessment					Stormwater Improvements Assessment					New Curb & Gutter Assessment					Sanitary Sewer Extension Assessment****					Water Main Extension Assessment****					Total Assessment
				Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	
220360025015		B & S PROPERTY HOLDINGS LLC	1754 NORTH 1770 E MAPLETON UT 84664	C		0	\$690.83	\$0.00	C		0	\$20.37	\$0.00	C		0	\$27.60	\$0.00	C	877	0	\$113.42	\$99,463.37	C		0	\$115.01	\$0.00	\$99,463.37
220360007013	10831 215TH ST W	DB REALTY LLC	10831 215TH ST W LAKEVILLE MN 55044	OP	330 ft	0	\$690.83	\$228,217.75	OP	330 ft	0	\$20.37	\$6,728.64	OP	32 ft	0	\$27.60	\$883.20	OP	330 ft	0	\$113.42	\$37,427.61	OP	330 ft	0	\$115.01	\$37,953.63	\$311,210.83
220360006018	10831 215TH ST W	DUNHAM LAND LLC	10831 215TH ST WAY LAKEVILLE MN 55044	OP	1,964 ft	0	\$690.83	\$1,356,476.43	OP	1,964 ft	0	\$20.37	\$39,993.55	OP	64 ft	0	\$27.60	\$1,766.40	OP	1,964 ft	0	\$113.42	\$222,702.64	OP	1,964 ft	0	\$115.01	\$225,832.60	\$1,846,771.62
220360076010		DUNHAM LAND LLC	10831 215TH ST W LAKEVILLE MN 55044	I	1,286 ft	0	\$690.83	\$888,628.46	I	1,286 ft	0	\$20.37	\$26,199.80	I	64 ft	0	\$27.60	\$1,766.40	I	1,287 ft	0	\$113.42	\$145,918.40	I	1,287 ft	0	\$115.01	\$147,969.20	\$1,210,482.27
224446600010	10655 215th StW	LAKEVILLE IND ACREAGE PTNSHP	994 REDWOOD DR APPLE VALLEY MN 55124	OP	1,072 ft	0	\$690.83	\$740,836.89	OP	1,072 ft	0	\$20.37	\$21,842.40	OP	128 ft	0	\$27.60	\$3,532.80	OP	1,099 ft	0	\$113.42	\$124,612.76	OP	935 ft	0	\$115.01	\$107,536.60	\$998,361.45
220360054015	11356 215TH ST W	LN REAL ESTATE LLC	801 2ND AVE STE 1300 SEATTLE WA 98104	I		0	\$690.83	\$0.00	I		0	\$20.37	\$0.00	I		0	\$27.60	\$0.00	I	775 ft	0	\$113.42	\$87,899.12	I		0	\$115.01	\$0.00	\$87,899.12
220360006014	11285 215TH ST W	NORTHERN NATURAL GAS CO	PO BOX 3330 OMAHA NE 68103	OP	299 ft	0	\$690.83	\$206,350.28	OP	299 ft	0	\$20.37	\$6,083.91	OP		0	\$27.60	\$0.00	OP		0	\$113.42	\$0.00	OP	325 ft	0	\$115.01	\$37,382.48	\$249,816.67
220360075013		OLAM HOLDINGS I LLC	268 BUSH ST STE 49 SAN FRANCISCO CA 94104	OP	1,144 ft	0	\$690.83	\$790,099.83	OP	1,144 ft	0	\$20.37	\$23,294.84	OP	181 ft	0	\$27.60	\$4,995.60	OP	1,099 ft	0	\$113.42	\$124,612.76	OP	935 ft	0	\$115.01	\$107,536.60	\$1,050,539.62
220360050012	11120 215TH ST W	SALVAGE LLC	11250 215TH ST W LAKEVILLE MN 55044	I	507 ft	0	\$690.83	\$350,433.49	I	507 ft	0	\$20.37	\$10,331.97	I		0	\$27.60	\$0.00	I	507 ft	0	\$113.42	\$57,501.98	I	507 ft	0	\$115.01	\$58,310.14	\$476,577.58
220360051010	11250 215TH ST W	SALVAGE LLC	11250 215TH ST W LAKEVILLE MN 55044	I	722 ft	0	\$690.83	\$498,964.24	I	722 ft	0	\$20.37	\$14,711.17	I		0	\$27.60	\$0.00	I	727 ft	0	\$113.42	\$82,489.18	I	747 ft	0	\$115.01	\$85,913.11	\$682,077.70
220360025016		UNITED CHRISTIAN ACADEMY FOUNDATION	4300 98TH ST W BLOOMINGTON MN 55437	C		0	\$690.83	\$0.00	C		0	\$20.37	\$0.00	C		0	\$27.60	\$0.00	C	165 ft	0	\$113.42	\$18,714.03	C		0	\$115.01	\$0.00	\$18,714.03
Total Expected Special Assessment =					7,325	0		\$5,060,007.36		7,325	0		\$149,186.28		469	0		\$12,944.40		8,829	0		\$1,001,341.87		7,029	0		\$808,434.36	\$7,031,914.27

Appendix F: City of Lakeville Special Assessment Policy § 5.12

SPECIAL ASSESSMENT POLICY RELATING TO THE RECONSTRUCTION OF ROADWAYS AND UTILITY IMPROVEMENTS

Policy 5.12

1) PURPOSE

- a. Establish a special assessment policy for public improvements such as local roadways, collector roadways, storm water, water system, and sanitary sewer system. The City of Lakeville, Minnesota finds that it is in the best interest of the City to outline the policy and procedures for calculating the special assessments to benefitting properties using the 429 Special Assessment Process.
- b. The policy shall apply to the reconstruction of roadways with existing paved surfaces, gravel roads, and City utilities.

2) OBJECTIVE

- a. The City currently utilizes the 429 Special Assessment Process to fund a portion of the costs associated with the public improvements. This policy is intended to:
 - i. Define the share of improvement costs to be specially assessed to benefiting properties.
 - ii. Identify the method(s) for calculating the assessments.
 - iii. Identify the improvement types for which special assessments will be levied.
 - iv. Identify the assessment period for the specified improvement type.

3) GENERAL

- a. Minnesota Statutes Chapter 429 gives cities the authority to levy special assessments for public improvement projects to the benefitting property owners.

4) IMPROVEMENT COSTS TO BE SPECIALLY ASSESSED TO BENEFITTED PROPERTIES

- a. It is the policy of the City to special assess benefiting property for street reconstruction in neighborhoods where the majority of the streets have deteriorated to the extent, based on the pavement condition rating, whereby it is no longer cost effective to provide routine maintenance.
- b. The special assessments will not be in excess of the benefit to the property.
- c. Benefitted properties shall be assessed 40% of the project costs, as calculated using the contract bid prices for the project.
- d. For the purposes of street reconstruction, the project costs will include the cost of replacing or repairing concrete curb and gutter. In those cases where bituminous curbing is replaced with concrete curb and gutter, or where curb and gutter did not

previously exist, the additional benefit will be assessed. The cost to be assessed shall be 100% of the cost of installing the concrete curb and gutter. This cost will be assessed on either a front foot or per lot basis.

- e. In areas where no storm sewer, watermain, or sanitary sewer currently exists, the addition of city utilities will be considered an additional benefit and shall be assessed at 100% of the cost on either a front foot or per lot basis.
- f. Project cost includes both direct construction costs and all indirect costs such as engineering, financing, and administration.
- g. Assessments for properties guided or zoned for single-family use shall be made on a per parcel (unit) basis. A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirement.
- h. The City recognizes that various housing types typically do not carry the same number of persons (due to their respective densities) or generate the same amount of wear on the streets. Therefore, the following table outlines the cost allocation to be assessed per project:

<u>Land use</u>	<u>Factor</u>
Single family and detached townhomes	1.00
Duplexes	0.50
Townhomes	0.50
Apartments	0.25

- i. Along major collector and arterial roadways, the Single-Family Unit Rate shall be prorated to reflect the City's typical 32-foot local street section.
- j. Properties or areas of property that have been determined to be unbuildable shall be excluded from assessments.
- k. Senior Citizens, Disabled People, and Military Special Assessments Deferrals are available in accordance with City policy (see section 6). Other deferrals may be available as authorized by State Statute, Section 429.
- l. City will **not** specially assess the cost of routine maintenance such as mill and overlays, sealcoating, surface sealing, crack sealing, or minor patching. The Council may specially assess for a mill and overlay project as provided for other street reconstruction projects in cases where the Council determines that properties receive a special benefit.
- m. Commercial and Industrial
 - i. The method for calculating the special assessments for commercial and industrial properties shall be on a front foot basis unless it is otherwise determined by the City Council.
 - ii. The front foot unit assessment rate will be based on the average cost per foot of assessable roadway improvements.
 - iii. Institutional and Public Properties Assessments shall be calculated on a front foot basis unless it is otherwise determined by the City Council.
- n. Mixed Use Areas

- i. Assessments shall be calculated on a front foot basis unless it is otherwise determined by the City Council.
- o. Agricultural land. Agricultural properties, regardless of the number of individual tax parcels, shall be assessed residential units commensurate with the number of users for the agricultural land (i.e. If there is one residential building structure for multiple adjacent agricultural tax parcels under the same ownership, only one residential unit assessment shall be levied, and it shall be levied against the parcel containing the building structure.

5) SPECIAL ASSESSMENT TERMS

As established by the City Council but typically:

- a. Residential –
 - i. The term is determined by the amount of the assessment according to the tiered structures illustrated below. For residential projects where there are mixed residential land uses the single-family rate will determine the term of the assessment.

Residential Terms	
Term in Years (Max)	Assessment Amount
5	\$0-\$2,500
10	\$2,501-\$5,000
15	\$5,001-\$7,500
20	\$7,501+

- b. Commercial –
 - i. Commercial special assessments will be based on the term established for residential (single-family) properties for projects within the same year.
 - ii. If the aggregate assessments for a specific commercial business exceed \$50,000, the commercial property owner can request that the term of the assessments is extended by 50%.
 - iii. An assessment term will not exceed 20 years, when considering any term extension requests for commercial properties.
 - iv. Commercial term extension requests must be in writing and received at or before the public hearing held to adopt the special assessments.

6) DEFERMENT OF SPECIAL ASSESSMENTS – SENIOR CITIZENS, DISABLED AND MILITARY

- a. Purpose
 - i. The City Council finds that there is a need to establish a procedure permitting deferment of special assessments pursuant to Minn. Stat. §435.193-435.195 in

cases where payment thereof would create a hardship for qualifying homeowners.

b. Definitions

- i. Permanent Total Disability. As defined by Minnesota Statutes 176.101, Subd. 5.
 - i) Hardship. A hardship exists when one of the following conditions exists:
 - (1) Annual Household Income is less than Poverty Guidelines as established by the US Department of Health and Human Services.
- ii. Household Income. Household income includes the income of all owners of the property.
 1. Adjusted Gross Income as reported on the individual's Federal income tax return is considered household income for City purposes.

c. Eligibility All the following criteria must be met in order to be eligible for deferment:

- i. The property must be homesteaded.
- ii. The applicant must be the fee owner, contract vendee, or trustee of the property.
- iii. The applicant must occupy the property as the applicant's principal place of residence.
- iv. Annual household income is less than Poverty Guidelines as established by the US Department of Health and Human Services and one of the following criteria must be met:
 1. A person 65 years of age or older or retired by virtue of a permanent and total disability.
 2. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Minn. Stat. §190.05, Subd. 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments.

d. Application Process

- i. The applicant must apply for the initial deferment not later than 90 days after the assessment is adopted by the City Council.
- ii. Applications for deferment of a special assessment must be submitted on or before September 30 of each year in order to continue the deferment.
- iii. The Finance Director or designee is responsible for reviewing applications and providing to the City Council a list of applicants for approval or denial of deferments.

e. Evidence of Eligibility

- i. Senior Citizen
 1. Driver's license or other valid ID.

- ii. Permanent Total Disability
 - 1. Letter of Determination.
 - iii. Military.
 - 1. Military orders.
 - iv. Income verification includes total Household Income, as evidenced by
 - 1. Adjusted gross income as reported on the applicant's Federal income tax return
 - f. Appeal Process
 - i. Homeowners may appeal the Denial of a deferment if written appeal is filed with the City Clerk within 30 days of receipt of the Denial.
 - ii. Homeowners will be provided the opportunity to present their appeal to the City Council at the next regular City Council meeting.
 - g. Interest
 - i. During the period of deferral, simple interest will accrue for the term of the special assessment on any deferred principal at the rate established on the original special assessment.
 - h. Termination of Deferment
 - i. It shall be the duty of the applicant to notify the City Clerk of any change in the applicant's status that would affect eligibility for deferment.
 - ii. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:
 - 1. the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder;
 - 2. the sale, transfer, or subdivision of all or any part of the property;
 - 3. loss of homestead status on the property; iv) property owner ceases to meet the requirements of Minnesota Statutes §190.05, Subd. 5b or 5c; v) if for any reason the City Council shall determine that there would be no hardship;
 - 4. failure by the owner or a representative of the owner to file a renewal application prior to the September 30 deadline;
 - 5. at the request of the property owner.
 - iii. If the deferment is terminated, the property owner must pay the deferment, including both principal and accrued interest, prior to December 1. If not paid, the amount will be certified with interest to the Dakota County Auditor to be collected with the subsequent year's taxes.
- 7) **EFFECTIVE DATE** The effective date of this policy is as of September 20, 2021.

Appendix G: Geotechnical Report

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Subconsultant report follows:

This concludes the

Feasibility Report

for

215th Street Improvement Project

Paving & Utilities

Prepared by



City of Lakeville

6/30/2026



Date: 7/6/2026

Resolution Accepting a Donation from the Lakeville Public Safety Foundation for the Police Department

Proposed Action

Staff recommends adoption of the following motion: Move to accept a donation of custom cabinetry for the Precinct Pantry to the Lakeville Police Department, estimated value of \$8,320.00

Overview

The Lakeville Police Department submitted a grant request to the Lakeville Public Safety Foundation to purchase custom cabinetry for a Precinct Pantry, which was recently approved by their board.

The Lakeville Police Department maintains a variety of essential items that officers provide to community members in need of temporary assistance, including items such as backpacks, clothing, toiletries, bedding, activities for children and stuffed animals. With the creation of the Precinct Pantry, this centralized location would store and organize these items that are currently housed throughout multiple locations in the building. The adoption of the Precinct Pantry would establish one access point for officers to quickly assess and utilize these items more effectively. By having this centralized location, we can better identify current needs and ensure donations from community members are used effectively.

The department partnered with Norseman Cabinetry, a Lakeville business, to design a functional space that will fit our needs for years to come. The Lakeville Public Safety Foundation has approved the funding for this project and will work to provide payment directly to the vendor. We are requesting City Council approval to install the donated cabinetry within the police department.

Supporting Information

1. Precinct Pantry Grant App & Narrative 3.30.26
2. Norseman Proposal - Lakeville PD - 4-9-2026

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Brad Paulson, Chief of Police

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A DONATION FROM THE LAKEVILLE PUBLIC
SAFETY FOUNDATION FOR THE POLICE DEPARTMENT**

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

WHEREAS, the City of Lakeville's Police Department has received a donation of custom cabinetry for the Precinct Pantry valued at \$8,320.00 from the Lakeville Public Safety Foundation; and

WHEREAS, the donation is beneficial to the police department.

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

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

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



LPSF Grant Application

The purpose of the Lakeville Public Safety Foundation is to promote public safety and provide financial assistance to enhance the capabilities of the Lakeville Police and Fire Departments.

Date of Grant Application: 3/31/2026

Submit electronically to: info@lpsfmn.org

or send a copy to: LPSF
P.O. Box 1526
Lakeville, MN 55044

Lakeville Police Department

Name of organization

9237 183rd St, Lakeville, MN 55044

Address

952-985-2800

952-985-4899

www.ci.lakeville.mn.us

Phone

Fax

Website

Brad Paulson

Chief of Police

952-985-4801

bpaulson@lakevillemn.gov

Name of Staff Executive

Title

Phone

E-mail

Alex Yohnke

Police Administrative Specialist

952-985-2801

ayohnke@lakevillemn.gov

Name of Contact Person

Title

Phone

E-mail

Is your organization an IRS 501(c) (3) not-for-profit?

☐ Yes ☒ No

If no, is your agency a public agency/gov't?

☒ Yes ☐ No

If no, check with funder for details on using fiscal agents and list name and address of fiscal agent:

Name: Precinct Pantry

Fiscal agent's EIN#: [Click here to enter text.](#)

Address: 9237 183rd St, Lakeville, MN 55044

Proposal Information

Write an executive summary that describes how this grant will help the **Lakeville Public Safety Foundation** achieve its mission “*to promote public safety by enhancing the capabilities of the Lakeville Police Department and Lakeville Fire Department*”.

Please include the following:

- Brief description of the project
- Expected outcomes –

Dollar amount requested: \$8,320.

Total annual organization budget: [Click here to enter text.](#)

Total project budget: \$

Organization Information

Provide background on your organization:

- State your mission and goals
- Summarize your organization’s history
- Outline the organization’s current programs and activities
- Highlight the recent accomplishments

Purpose of Grant

Project, program and operating funds requests:

- **Problem and need.** Identify the problem to be addressed and the needs to be met by the project. What unique services would the community be deprived of if you do not undertake this project?
- **Program/Project Goal.** Describe the goals and overall impact of the project or program.
- **Program/Project.** Describe your program objectives relating to this grant application, activities, strategies, time lines and explain how the grant will enable you to address the problem or need. Is this a new or continuing project?
- **Project timeframe.** Over what period of time will the funds be utilized?
- **Utilization.** Number of individuals to benefit from funds.

Evaluation

Outcomes. Describe the proposed program/project outcomes. What outcomes do you want to produce by the end of the grant period? How do these outcomes support the *mission of the LPSF*?

Measurements. Outline your plan to document progress and results. How will you measure expected outcomes and the effectiveness of your activities?

Grant applications will be reviewed within 60 days of receipt.

Questions? Please contact Shanen Corlett at info@lpsfmn.org or 612-799-8375



City of Lakeville *Positioned to Thrive*

Every day, officers respond to a wide variety of calls for service, including domestic incidents, sexual assaults, vehicle crashes, fires, child neglect, homelessness, and mental health crisis. In these situations, officers are not only making quick decisions, but also serving as mediators, problem solvers, and connectors to resources. They quickly assess the needs of those involved and determine what method of support would be most beneficial.

Many of these needs can be referred to community resources, but officers also encounter situations where tangible resources are needed. For example, after a house fire where families have lost everything, officers may offer each person in that house a backpack containing age-appropriate items such as clothing, toiletries and activity items to help ease a stressful situation. We partner with multiple community resources but occasionally come across situations that might not meet the criteria to offer those community resources.

Currently, the Lakeville Police Department has a wide variety of items to give to our community members in their time of need. These items include backpacks and duffle bags, toiletries, bedding, clothing for different ages, coloring books, games and stuffed animals. While we have a large selection of items, they are all stored in different areas around the department and as a result items may not be utilized.

The creation of a “Precinct Pantry” would address these challenges by centralizing all our available items into a single, organized, accessible location within the patrol area in our building. This system would allow all staff to have access to the items and allow them to be quickly redistributed back into the community where they are needed most. Many generous members of our community often ask how they can support and donate to the department and following the creation of the “Precinct Pantry” we could quickly take inventory of our items and let those donors know what is needed.

We are excited to have another way to support our community with this cabinetry addition that will be sustainable for many years to come. We have quoted the custom cabinetry with Norseman Cabinetry, who have been wonderful to work with. Attached you will find their estimated custom quote. In addition to this, we would like to request \$400 for a variety of different size storage containers to organize the space. Thank you for your consideration of this grant, we appreciate the Lakeville Public Safety Foundations’ continued support.

Estimated costs:

ITEM:	BUSINESS:	COST:
Custom Cabinetry	Norseman Cabinetry	\$7,920.
Storage Containers	Amazon	\$400.
		TOTAL: \$8,320.



NORSEMAN CABINETRY

Lakeville, MN 55044

952-224-4861

PROPOSAL

DATE:

4/9/26

Customer

Lakeville Police Department

Alex Yohnke

952-985-2801

Cabinet Construction Details

Cabinet Construction

- Full overlay frameless $\frac{3}{4}$ " construction

Material

- Auroco or StevensWood Melanine (Selections TBD)

Interior

- Melamine

Door Style

- Slab Doors

Rollouts

- Maple scoop-front dovetailed rollouts
- Blum soft close undermount guides

Door Hinges

- Blum soft close

Delivery and install included.

Customer to purchase all knobs/pulls and Norseman will install. Any hardware requiring assembly outside of standard 1-2 holes per pull/knob will incur additional cost.

ITEM	Price
Custom Storage Cabinetry	\$7,920
Total	\$7,920

TERMS OF SERVICE AGREEMENT

CHANGE ORDERS

Norseman Cabinetry proposes to supply the items and services listed on the final proposal as shown on the drawings provided by us. We understand that situations may arise that require a change to an order, and we will gladly make any changes to your order if it has not entered production. After that, any changes to this project must be submitted in writing to us and any alterations involving extra costs will be made only upon written agreement. Any added costs due to loss or addition of materials, labor additional site trips, or clerical work due to these changes after production has started will be the responsibility of the buyer. Additional expedite fees may be incurred if the changes require original timelines to be met. Please note that depending on changes made this may add additional costs from subcontractors for work such as demolition, structural, electrical and plumbing etc.

If appliances are selected or changed after the proposal has been signed and require additional custom cabinetry configuration, there may be an upcharge included on the final invoice or via a change order.

If specialty pulls are added after the proposal has been signed and require additional materials or labor, there may be an upcharge included on the final invoice or via a change order.

DELAYS

Norseman Cabinetry is committed to adhering to timelines as closely as possible in the interest of our clients, subcontractors, and our own workflow. There are several situations including but not limited to the following that can affect some or all proposed target dates: site readiness, changing construction schedules, material availability, natural weather occurrences, health and family issues, pre-planned vacations or holidays or any other situations that are out of Norseman Cabinetry's direct control. If we are unable to meet any deadline, we will take all reasonable measures to complete each phase as quickly as possible.

PAYMENT

Upon acceptance of this proposal the buyer agrees to pay a deposit of 65% of the total amount due. We will not order any materials or begin any process until the first payment is received. Once installation is complete a final invoice for the remaining balance will be sent. The remaining 35% must be paid within 15 days. A 1.5% finance charge will be assessed monthly on any unpaid balance.

INSTALLATION

On the day of installation Norseman Cabinetry requires that all work areas, including all routes leading to, are clean and free of any debris or obstacles. This includes areas where installation will be performed, areas where cabinetry or materials will be staged, and any areas where machining will take place. We will communicate with buyer ahead of time to ensure these areas are accessible. We will take reasonable measures to ensure any machine work takes place outside, however, if weather or site conditions do not allow for outside machining, we request an area be provided indoors.

We also require children and pets remain clear of our working areas for their safety.

FINISH

Norseman Cabinetry uses professional waterborne paint and topcoats that are resistant to many chemicals and light scratching. Care should be taken to avoid serious damage to your product. Other than a defect in a finish product, we will not warranty any damage caused by neglect or normal wear and tear.

CLEANING: We recommend using a mild dishwashing soap mixed with water for a cleaning solution. When cleaning make sure to use a lightly dampened cloth as to not soak the wood. When finished, wipe down the cabinetry with a lightly water dampened cloth followed by a dry towel.

STAIN / COLOR MATCHING: We rely on our paint supplier for matching any paints or stains. Although they use technology that closely matches paints and stains, we cannot guarantee an exact match due to several factors such as natural aging, yellowing, UV exposure, or using a different manufacturer of paint.

SATISFACTION / WARRANTY

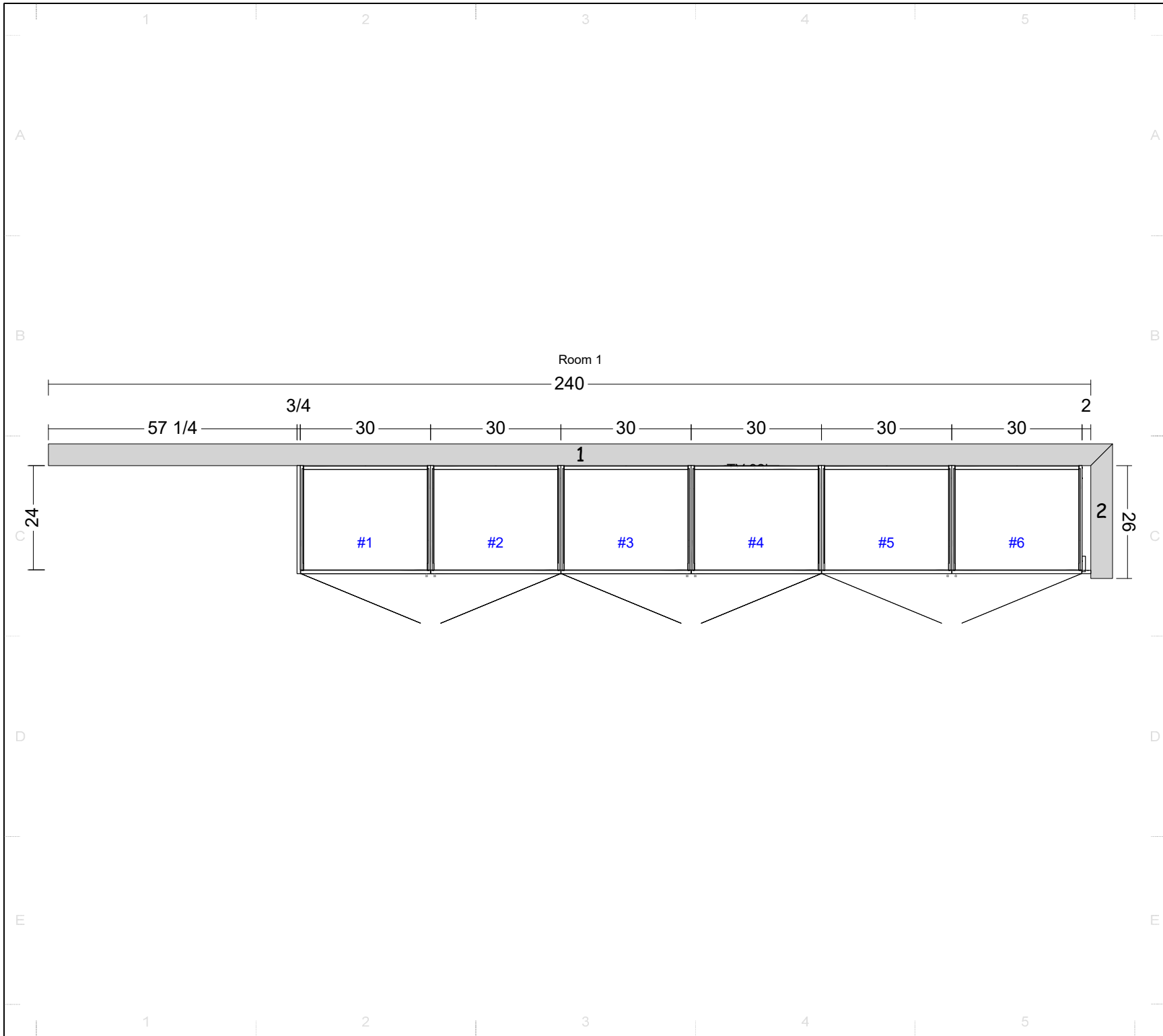
Norseman Cabinetry strives to provide our customers with an exceptional product. Our warranty period is for 12 months after delivery and installation. The warranty covers any manufacturer defects with hardware or major problems with finish or installation. Our products are manufactured to last in a climate-controlled environment, so please note that seasonal changes such as temperature and humidity can affect the products as well as the structures they are attached to such as the framing of a house. Small hairline cracks due to movement in the wood is normal and is not considered a warranty item.

By signing below, all parties agree to the following:

- ✓ All products, selections, "TOTAL" project cost, and project timeline listed on the "FINAL PROPOSAL"
- ✓ Have read, understand, and agree to the "TERMS OF SERVICE AGREEMENT"

Jeff Hanson

Eric Ohlson



NORSEMAN CABINETRY

JOBSITE NOTES

Project Name:

LPD - V4

Client Name:

**Lakeville Police
Department**

Drawing Title:

Floorplan

Scale:

1/2" = 1'

Revision:

1.0

Date:

**03/12/2022
6**



NORSEMAN CABINETRY

JOBSITE NOTES

Project Name:

LPD - V4

Client Name:

**Lakeville Police
Department**

Drawing Title:

Elevation

Scale:

1/2" = 1'

Revision:

1.0

Date:

**03/12/2022
6**

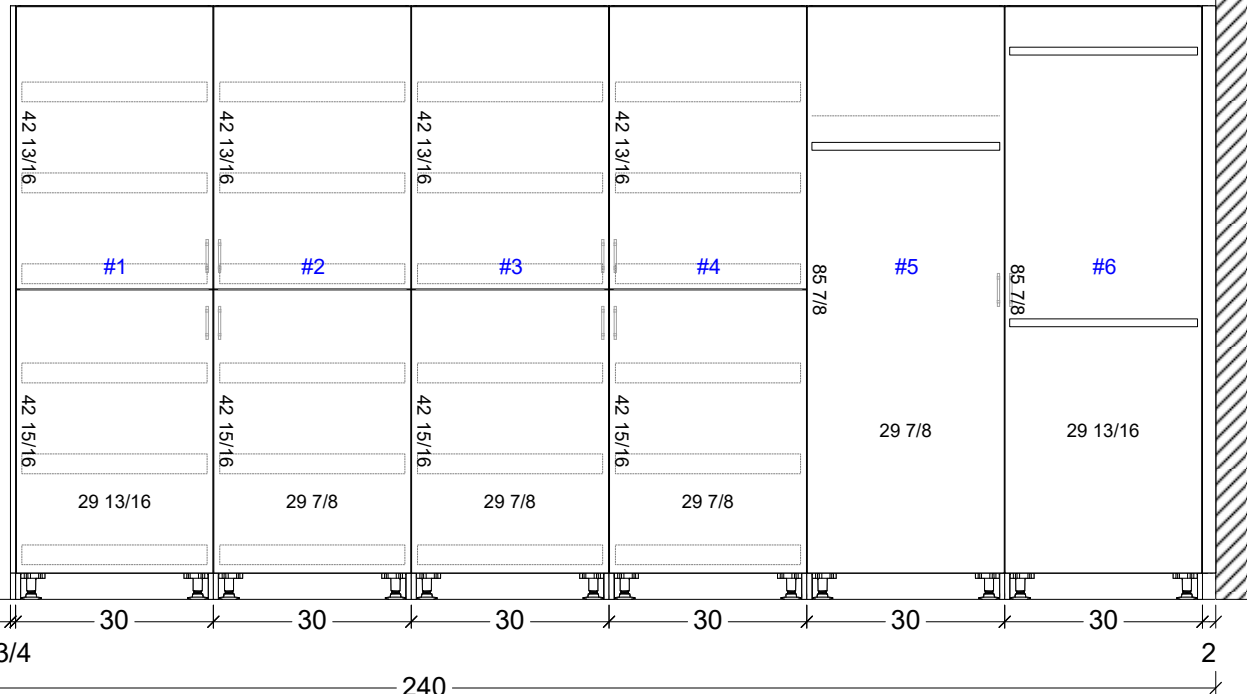
Page 2

Room 1 Wall #1

OUTLETS OR A/V ITEMS
MAY NEED TO BE RELOCATED

TV 32in

(FIRE STROBE)
CHECK W/FIRE
ON VISIBILITY
REQ'S





NORSEMAN CABINETRY

JOBSITE NOTES

Project Name:

LPD - V4

Client Name:

**Lakeville Police
Department**

Drawing Title:

Perspective

Scale:

1/2" = 1'

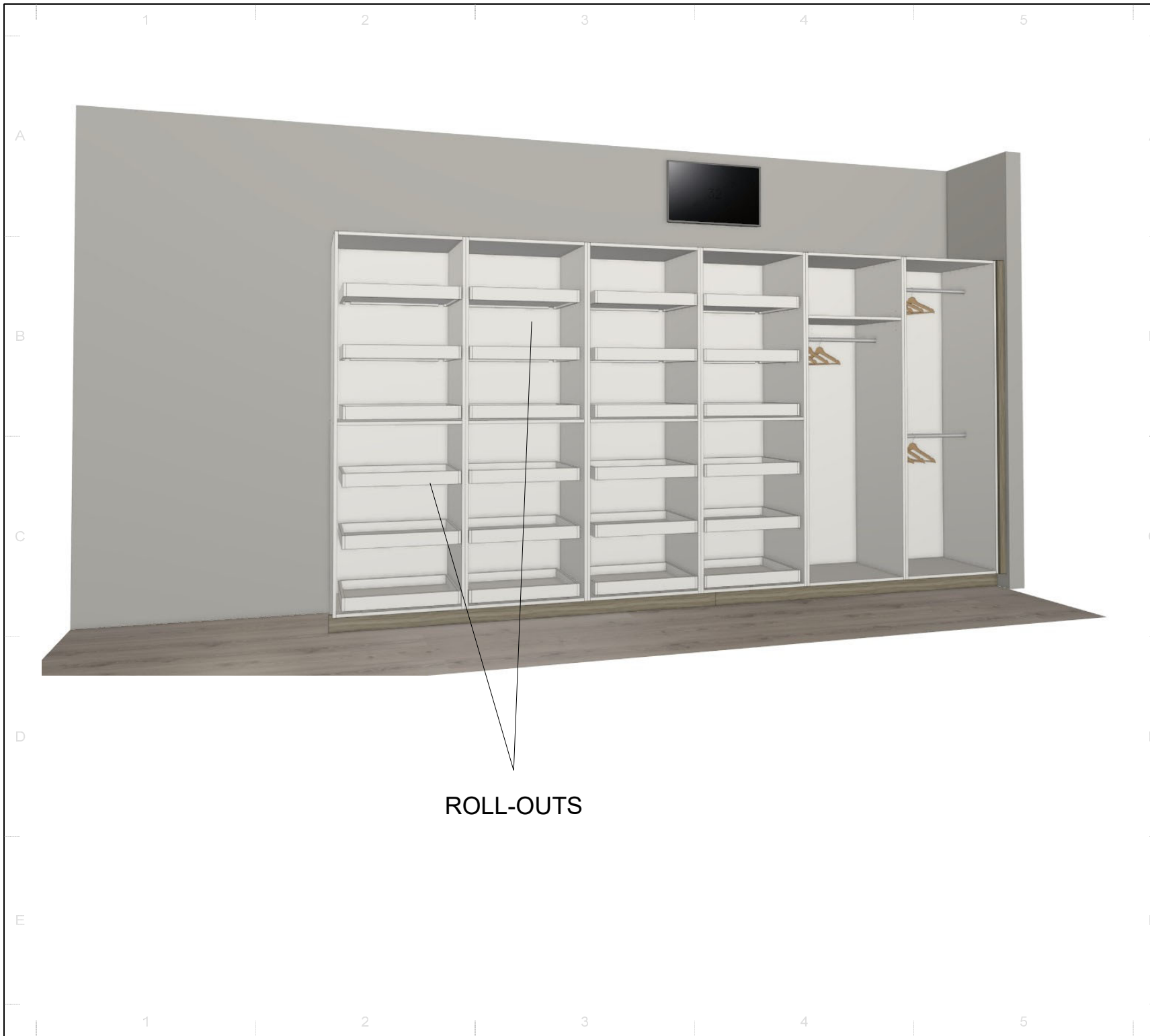
Revision:

1.0

Date:

**03/12/2022
6**

Page 3



NORSEMAN CABINETRY

JOBSITE NOTES

Project Name:

LPD - V4

Client Name:

**Lakeville Police
Department**

Drawing Title:

Interiors

Scale:

1/2" = 1'

Revision:

1.0

Date:

**03/12/2022
6**

Page 4

DigiSigner Document ID: da6d4955-a678-4f47-a6a4-87d57a93262f

Signer

Email: jeffh4820@gmail.com
IP Address: 156.142.20.165

Signature



Email: ericohlson@norsemancabinetry.com
IP Address: 140.248.44.0



Event	User	Time	IP Address
Upload document	info@norsemancabinetry.com	04/17/2026 12:36:53PM CDT	2600:6c46:7800:17b7:30a8:a59e:8a39:7d08
Open document	info@norsemancabinetry.com	04/17/2026 12:36:54PM CDT	2600:6c46:7800:17b7:30a8:a59e:8a39:7d08
Close document	info@norsemancabinetry.com	04/17/2026 12:37:47PM CDT	2600:6c46:7800:17b7:30a8:a59e:8a39:7d08
Send for signing	info@norsemancabinetry.com	04/17/2026 12:37:53PM CDT	2600:6c46:7800:17b7:30a8:a59e:8a39:7d08
Resend for signing	info@norsemancabinetry.com	04/20/2026 12:38:36PM CDT	
Open document	jeffh4820@gmail.com	04/20/2026 1:37:19PM CDT	156.142.20.165
Sign document	jeffh4820@gmail.com	04/20/2026 1:38:29PM CDT	156.142.20.165
Close document	jeffh4820@gmail.com	04/20/2026 1:38:29PM CDT	156.142.20.165
Open document	ericohlson@norsemancabinetry.com	04/20/2026 3:42:12PM CDT	140.248.44.0
Sign document	ericohlson@norsemancabinetry.com	04/20/2026 3:42:21PM CDT	140.248.44.0
Close document	ericohlson@norsemancabinetry.com	04/20/2026 3:42:21PM CDT	140.248.44.0



Date: 7/6/2026

Approve Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for East Lake Rough Fish Management

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization for East Lake rough fish management activities, City Project 26-41.

Overview

The City and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering to continue improving water quality and aquatic habitat conditions in East Lake through targeted rough fish management. Invasive rough fish, such as carp and goldfish, stir up sediment on the lake bottom as they feed, releasing phosphorus that contributes to algae blooms, reduced water clarity, and lower oxygen levels; key reasons East Lake is listed as an impaired water for excess phosphorus.

Between 2023 and 2025, the City and VRWJPO implemented population assessments, installed a fish deterrence system, and completed multiple rough fish removals to reduce impacts on the lake. These efforts were supported through a Clean Water Fund grant that concluded in 2025 and helped identify the next steps for ongoing management.

The Joint Powers Agreement defines each agency's responsibilities and cost participation for the 2026 project. The City will serve as the lead agency and oversee implementation of the management activities. Under the agreement, the VRWJPO will contribute up to \$10,000, and the City's estimated project cost is \$34,669.

Supporting Information

1. 2026.07.06 VRWJPO JPA for 2026 East Lake Rough Fish Management Activities

Financial Impact: \$44,669.00 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Maria Friedges, Environmental Resource Specialist
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**JOINT POWERS AGREEMENT BETWEEN THE VERMILLION RIVER
WATERSHED JOINT POWERS ORGANIZATION AND THE CITY OF
LAKEVILLE FOR EAST LAKE INTERNAL PHOSPHORUS LOAD
MANAGEMENT ACTIVITIES**

This Joint Powers Agreement (Agreement) is between the Vermillion River Watershed Joint Powers Organization (VRWJPO) and the City of Lakeville (City). This Agreement uses the word “parties” for both the VRWJPO and City.

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

WHEREAS, the VRWJPO is a watershed management body consisting of Dakota and Scott Counties governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, East Lake is a recreational lake located within the City and within the Vermillion River Watershed; and

WHEREAS, East Lake is identified on the EPA’s 303d Impaired Waters List for excess nutrients, namely phosphorus; and

WHEREAS, invasive carp and goldfish are present in East Lake and their aggressive bottom feeding results in additional phosphorus release from the lake bottom sediments; and

WHEREAS, release of phosphorus from the lake bottom sediment is a contributor to water quality problems including excessive algae blooms, reduced water clarity, reduced dissolved oxygen, and limited native plant and fish populations; and

WHEREAS, in-lake internal phosphorus load management projects supporting improved water quality include invasive fish population management, installation of aeration systems to increase dissolved oxygen concentrations, propagation of native plant species and stocking of native predatory fish; and

WHEREAS, the 2026-2035 Vermillion River Watershed Management Plan identifies East Lake In-lake Projects and Practices as a high priority implementation item within the Natural Environments Issue Category (NE-8); and

WHEREAS, the City has contracted with its consultant for invasive fish removals in East Lake, and may have its consultant perform or otherwise obtain additional proposals related to in-lake internal phosphorus load management projects and practices supporting improved water quality in East Lake (collectively “Project”); and

WHEREAS, the cost of Project is not to exceed \$44,669 (Project Cost); and

WHEREAS, the VRWJPO has budgeted \$10,000 in cost-share to contribute to the Project; and

WHEREAS, the VRWJPO and City have agreed to cooperatively contribute monetarily towards the Project and have funding available in their respective budgets to jointly participate in the Project Cost.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the City hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define the Project responsibilities and Project cost-sharing obligations of the VRWJPO and the City.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and the City.

ARTICLE 3 TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until March 31, 2027, 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.

ARTICLE 4 COOPERATION

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

ARTICLE 5 TECHNICAL AND QUALITY ASSURANCE

As between the parties, the City or its representatives will provide oversight and technical and quality assurance for the Project. Any engineer providing technical and quality assurance must be a licensed Professional Engineer in the State of Minnesota. Invasive fish removals, if any, will be performed by a contractor/consultant licensed and approved for fish removals for the portion of the State where the Project is located. The City's consultant/contractor for the Project is to provide the City with a report and recommendations associated with the Project. The City shall provide the VRWJPO with a copy of any reports and recommendations it receives from the consultant/contractor retained for the Project.

ARTICLE 6 PAYMENT

6.1 The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule in consideration of the benefit provided by in-lake internal phosphorus load management projects and practices in East Lake. The City will administer the contract for Project and act as the paying agent for all payments to the contractor/consultant.

6.1.1 The VRWJPO shall contribute \$10,000 toward the Project Cost.

6.1.2 The City shall contribute \$34,669 toward the Project Cost.

6.1.3 The Total Project Cost shall not exceed \$44,669.

6.2 No payment shall be made by the VRWJPO prior to the completion of the Project and VRWJPO's receipt of any final Project report and/or recommendations provided by the City's consultant/contractor to the City associated with the Project.

6.3 The VRWJPO shall pay the City its share of the Project Cost on a reimbursement basis up to the

maximum amounts identified in Sections 6.1.1 once the Project is complete and the VRWJPO receives the City's consultant report and recommendations. The City shall invoice the VRWJPO for its share of the Project Cost once the Project is completed and any report and recommendations received by the City from its consultant/contractor regarding the Project are provided to the VRWJPO. The VRWJPO shall make payment to the City within thirty-five (35) days of receipt of the invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contracted contractor/consultant for the Project.

6.4 The VRWJPO may refuse to pay for services or work performed and fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the VRWJPO from questioning the propriety of the claimed services, work or fees. The VRWJPO reserves the right to be repaid for any overpayment or disputed/disallowed claimed services, work or fees.

ARTICLE 7 CITY OBLIGATIONS

7.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

7.2 PERFORMANCE REQUIREMENTS. The Project shall be carried out according to the objectives outlined in the City's contract with its contractor/consultant for the Project. The VRWJPO and City shall approve any modification to the scope of Project.

7.3 COMPLIANCE WITH LAWS/STANDARDS. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in performing the Project, including obtaining any necessary permits.

ARTICLE 8 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 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. This section shall survive the expiration or termination 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. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124

Telephone: (952) 891-7030

TO THE CITY: Justin Miller, City Administrator, or successor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: (952) 985-4400

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

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

VRWJPO Liaison: Kelly Perrine
Senior Watershed Specialist
Telephone: (952) 891-7002
Email: kelly.perrine@co.dakota.mn.us

City Liaison: Maria Friedges
Environmental Resources
Specialist
Telephone: (952) 985-4524
Email: mfriedges@lakevillemn.gov

ARTICLE 10 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the City.

ARTICLE 11 TERMINATION

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

11.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the City is obligated to pay for any services that are provided or work performed after written notice of termination for lack of funding. Neither the VRWJPO nor the City will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 12
MINNESOTA LAW TO GOVERN**

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

**ARTICLE 13
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 14
SEVERABILITY**

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

**ARTICLE 15
GOVERNMENT DATA PRACTICES**

The City and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the VRWJPO.

**ARTICLE 16
SURVIVABILITY**

The provisions of articles 8 (Indemnification), 12 (Minnesota Law Shall Govern) and 15 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 17
DEFAULT: FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, acts of civil or military authority, and natural disasters.

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

CITY OF LAKEVILLE

By _____
Luke M. Hellier, or successor, Mayor
Date of Signature: _____

By _____
Ann Orlofsky, City Clerk
Date of Signature: _____

APPROVED AS TO FORM:

Assistant Dakota County Attorney
VRW Res. No. _
KS-26-_____

VERMILLION RIVER WATERSHED JOINT POWERS
ORGANIZATION

By _____
Mike Slavik or successor, Chair
Date of Signature: _____



Date: 7/6/2026

Contract for Fuel Island Upgrades

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Pump and Meter for fuel island upgrades.

Overview

The City's fuel island at the Central Maintenance Facility has experienced ongoing issues with the existing safety leak-monitoring system and the current access control hardware has become obsolete. As a result, staff initiated a review of the system and gathered vendor input to identify options for replacement and modernization. Staff requested quotes from two qualified vendors. These quotes included the following components:

- Replacement of the leak-monitoring system to meet current safety and compliance requirements.
- Installation of new access-control pedestals designed to integrate with the City's updated card-reading system
- Pricing for a small fuel tank dedicated to storing non-oxygenated fuel for City equipment.

After reviewing the submitted proposals, staff determined that Pump and Meter provided the lowest overall cost while meeting all required specifications. Their proposal includes full system replacement, integration with the new access-control technology and the addition of a non-oxygenated fuel tank.

Staff recommends moving forward with Pump and Meter to upgrade the fuel island infrastructure, improve safety and compliance and support ongoing operational needs for City equipment.

Supporting Information

1. Contract
2. Pump & Meter Verification Documents
3. Pump and Meter Quote
4. Zahl Quote

Financial Impact: \$85,826.96 **Budgeted:** Yes **Source:** Facility CIP 4058.6520
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Tom Breeggemann Facility Supervisor

NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 6th day of July 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **PUMP AND METER SERVICE INC.**, a Minnesota Business Corporation ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Quote dated March 30, 2026 (Exhibit A)

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

2. CONTRACTOR OBLIGATIONS. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents for replacement of three (3) Gasboy islanders with new islander prime system, line leak detection, Evo tank monitors, addition of stand alone non-oxy fuel tank, and all ancillary work associated. ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

3. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in accordance with the Quote, not to exceed eighty-five thousand, eight hundred twenty-six dollars and ninety-six cents (\$85,826.96) The fee shall not be adjusted even if the estimated

number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made after work has been completed and within thirty-five (35) days of receipt of an invoice.

5. COMPLETION DATE. The Contractor shall complete the Work when all materials are available and with proper notice to the city.

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

7. RIGHTS AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Workers Compensation

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

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

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

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

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

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

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

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

further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Date: _____

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky , City Clerk

Date: 06/24/2026

PUMP AND METER SERVICES, INC

By: 

Print Name: Travis Rittenbach

Its: Sales Operations Manager



HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

PROPOSAL NO: 267-C
Date 4/30/2026

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

Charge To:

CITY OF LAKEVILLE - OFFICES
 20195 HOLYOKE AVE, LAKEVILLE, MN, 55044

Job Site:

CITY OF LAKEVILLE - CENTRAL MAINTENANCE FACILITY
 7570 179TH STREET WEST, LAKEVILLE, MN, 55044

Contact:

BOB
 612-720-8666
 RMACH@LAKEVILLEMN.GOV

Salesman:

TRAVIS RITTENBACH
 612-590-1679
 TRITTENBACH@PUMP-METER.COM

PROPOSAL DESCRIPTION: REPLACE (3) GASBOY ISLANDERS W/ NEW ISLANDER PRIME w/ EKOS, REPLACE ATG & LINE LEAK REPAIR

FRANKLIN EVO™ TANK MONITORS			
ITEM	DESCRIPTION	QTY	SALE
	EVO™ ONE Console w/ELLD (2 Lines), (12) Universal Liquid Sensors (FMP-ULS), (2) 4" Probe Install Kits (TSP-C4A), (2) 4" Gasoline Float Kits (TSP-IGF4), (2) ELLD Transducers	1	\$4,076.47
	EXTERNAL PRINTER	1	\$821.88
	8' Tank Probe	2	\$5,606.59
	4" diesel probe	1	\$256.94
Total			\$10,761.88

GASBOY ISLANDER PRIME				
ITEM	DESCRIPTION	QTY	SALE	NOTES
	Islander PRIME Electronic – RS485 interface (for Atlas electronic models)	1	\$10,293.95	
	Islander PRIME 2 Mechanical Hoses	1	\$10,413.52	
	Electronic Island Card Reader (RS-485 interface (for Atlas electronic models)	1	\$6,088.36	
	Islander PRIME Standard Pedestal Base	3	\$0.00	
	Wireless Gateway License Option	3	\$3,948.97	
	Islander PRIME Additional 2-Hose Mechanical Pump Interface	2	\$1,796.49	
	Gasboy System Services (EKOS) - 1 Year	2	\$0.00	
	EKOS FUEL SITE MODULE	12	\$2,386.67	
	Cellular Modem Kit for Islander PRIME installation	3	\$506.67	
	EKOS TURN KEY SERVICE - PRELOAD	1	\$1,500.24	
	Islander PRIME Insert Mag Card Reader	2	\$1,206.89	
	Universal HID Reader	2	\$3,458.00	
	EKOS Tier 1 (1-10 Sites)	1	\$2,222.22	
	EKOS fFuel Site Module - Monthly (Tower / Fuel)	2	\$397.78	
	Cellualr Modem - Islander PRIME	2	\$2,804.44	
	Cellular Transmission Fee - (2) FSC / Month	2	\$144.44	
	DOUBLE WALL UL 212 GALLON TANK	1	\$1,890.24	
	FLAMMABLE - 36X6 - RED ON WHITE - DECAL	2	\$21.44	
	NO SMOKING - 25X4 RED ON WHITE - DECAL	2	\$9.17	
	DECAL NFPA DIAMOND 10.75"	2	\$13.07	
	NFPA 4" BLK NUMBER SET	2	\$37.56	
	2" OPEN VENT CAP	1	\$35.94	
	Fill-Rite 115v / 15 GPM Fuel Transfer Pump w/ Nozzle	1	\$554.88	
	900 DIGITAL METER, 1 INCH, EXT POW	1	\$700.73	



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

Probe_ST95_LTE (Non-Oxy Skid Tank) 36" dia x 1 \$2,469.14
48" long

Total **\$52,900.81** **\$52,900.81**

INSTALLATION SCOPE

REPLACE EXISTING ISLANDER CARD READERS

- 1 Mobilize and Travel to site.
- 2 ID wiring and disconnect (3) existing card readers.
- 3 Install (2) new Gasboy Islander Prime units at fueling and (1) at water tower across road.
- 4 Replace existing wiring between Islanders and Gas dispensers utilizing existing wires as pull string.
- 5 Start-Up and program units. Import existing database into new system.
- 6 No vehicle modules included.
- 7 Assumes using existing electrical with no modifications.

REPLACE EXISTING EMC TANK MONITOR

- 8 ID wiring, disconnect and remove existing TLS-350. Console must be returned for manufacturer credit.
- 9 Install new Franklin Evo-One (2) tank with Line leak console, land existing wires for probes and sensors.
- 10 Existing tanks have bad wiring between tank pad and building for line leak. Utilize mechanical sensors until remodel in 2027 that brings out new wires. Then use Electronic Line leak sensor supplied with EVO-One package into tank transition sumps.
- 11 Startup, program and place in service.
- 12 Includes new LTE tank probe for non-Oxy skid tank

15 AST -LINE LEAK REPAIRS

- 16 Remove concrete at transition sump area of tanks. Keep existing grad manways. Area to feed conduits in to sump.
- 17 Re-wire low voltage line leak at STP's on AST tanks, add junction box and extend conduit down through concrete into transition sump side walls. J-Box inside sumps for line leak.
- 18 Site to store ELLD's until new communication wire is run out to tanks in 2027 expansion. Comes with ATG console package.

FUEL INSTALLATION **\$20,737.02**

Total Considerations

Sub-Total	\$ 84,399.72
Freight	\$ 1,427.24
Tax	\$ -
Total	\$ 85,826.96
Excise Tax	\$ -
Grand Total	\$ 85,826.96

WORK SCOPE EXCLUSIONS:

- * Existing electrical conduits are considered clear, unobstructed, re-usable and of sufficient capacity to handle the necessary wires required.
- * A 25% cancellation fee may apply depending on product manufacturer.
- * Changes-In-Law Clause: Costs resulting from changes in laws resulting in manufacturer price increases after the contract is executed will result in a change order for tariff-related increases. The customer named on this contract is responsible for payment. If contract is with a contractor working for a site owner the contractor will need to work with site owner on their own for repayment. Tariffs affect the cost of goods sold that are installed on a site as improvements to property where the property owner ultimately shall pay the actual cost.
- * All Surcharges, Tariffs and price increases are the responsibility of the customer and will not be covered by Pump & Meter Service. We do our best to have current manufacturer pricing on our proposals. However, in the procurement environment we are in, our various manufacturers release price increases and/or surcharges without notice and are in effect immediately. There is no way for Pump & Meter to plan for this. Manufacturers will not "Hold Pricing" for projects. All price increases will be the responsibility of the customer and will be invoiced as a change order unless requested, contract signed and returned, or purchase order given. we do not have control on this issue.



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

* Should there be a rise in the cost of any specified material(s) above that would cause the total contract price to increase, PMSI will provide to the Owner a written statement expressing the percentage increase of the contract price, the building material(s) in question, and the dollar amount of the price increase to be incurred. The Customer may then, at his option, terminate the contract by providing within **30** business days both written notice of termination to PMSI, and payment to the PMSI for all costs expended in performance of the contract to the date of written termination notification is received, plus payment of a prorated percentage of PMSI's profits based on the percent of completion. Should both notice of termination and full payment not be forthcoming within **30** business days, as provided herein, PMSI shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price. If termination is elected, PMSI shall provide to the Customer a written notice of termination, and the Customer shall be required to pay PMSI for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion. If PMSI elects to proceed on the contract, they may then purchase the specified material or materials at the increased price, and the Customer shall be required to pay the increased cost incurred.

Terms

Payment to be made as follows:

30% Down payment required with order. **INVOICE IS DUE ON RECEIPT. DOWN PAYMENT MUST BE RECEIVED PRIOR TO COMENCING WORK ON SITE.** Equipment billed upon shipment from factory. Installation billed twice monthly on job.

All other invoices such as equipment, progression, change orders and final invoices are Due Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Note: This proposal may be with-drawn by us if not accepted within: **30 DAYS**

Acceptance of Proposal

The above prices, specifications and conditions, including the terms, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name: _____

Signature: _____

Date of Acceptance: _____

Title: _____

PO# _____

PLEASE TELL US WHERE WOULD YOU
LIKE YOUR INVOICES SENT TO:



PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

1. The Owner/Client hereby warrants and represents to PMSI that he/she has the authority to enter into this Contract and that every person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto.

2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism or other acts of God through no fault of PMSI, Owner/Client shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.

3. **Liens for Minnesota Projects. PLEASE TAKE NOTICE THAT:**

• ANY PERSONS OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

• UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIAL FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

• **Liens for Wisconsin Projects. PLEASE TAKE NOTICE THAT:**

• As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

- 4. Indemnification.** Owner/Client shall indemnify, defend and hold harmless PMSI or any of PMSI's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project, which are caused in full or in part by or arise from any negligent act(s) or omission(s) of Owner/Client to the fullest extent permitted by law.
- 5. Insurance.** The Owner/Client shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements, and PMSI's operations during the job at the job site. Any loss or damage incurred or suffered by the Owner/Client which arises out of or relates, in any way to PMSI's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of the Owner/Client. PMSI shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by PMSI.
- 6. Underground Tank.** Upon notification by PMSI, Owner/Client shall be responsible for filling all underground storage tanks with product, or if product is unavailable, water immediately upon PMSI's placement of tanks into excavations. The Owner/Client shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks, if the tanks are not tilled as requested.
- 7. Additional Work or Work Stoppage.** If any governmental body or agency requires any other work completed in addition to the contracted job, Owner/Client must pay the cost of such other work in an amount equal to the costs incurred by PMSI plus overhead. If a stop work order is issued, PMSI may remove its equipment from the Job Site. Additional charges will be added to the contract if the Job is recommenced.
- 8. Contaminated Soils or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner/Client, unless specifically stated otherwise in our proposal.
- 9. Underground Hazards.** Any underground obstructions encountered, such as bed rock, water, frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring are not covered, unless specifically agreed to in our proposal.
- 10. Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to PMSI, the Owner/Client shall pay to PMSI that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
- 11. Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, the Owner/Client agrees to pay on demand all costs and expenses including legal fees and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Service Charge will be added to unpaid balance at the rate of 1.5% per month (18% per year).
- 12. Warranty Exclusions and Liability Limitation.** Owner/Client agrees that it has selected each item of equipment based on its own judgment and hereby disclaims any reliance on statements or representations made by PMSI. PMSI MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, EXCEPT FOR ANY MANUFACTURER'S WARRANTY WHICH SHALL PASS THROUGH TO OWNER/CLIENT AND PMSI EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any Equipment sold hereunder and not covered by a manufacturer's warranty is accepted by Owner/Client "AS-IS, Where-IS," and "with all faults." PMSI further disclaims and Owner/Client waives any claim for consequential damages arising out of the use of or inability to use the Equipment. PMSI's liability hereunder for any claim alleged by Owner/Client shall be expressly limited to a measure of damages equivalent to Owner/Client's return of Equipment sold hereunder and PMSI's refund to Owner/Client of the purchase price. Owner/Client agrees that the damages referred to in the preceding sentence shall be its sole and exclusive remedy for any breach or negligence of PMSI. Owner/Client hereby waives and releases PMSI from any and all liability whatsoever relating to Equipment failure or nonperformance caused by or resulting from software or programming issues. In the event any legal action is commenced regarding this contract and the work related thereto, PMSI shall be entitled to recover its attorney's fees and costs from Owner/Client.
- 13. Security Interest.** To secure full and prompt payment for the equipment sold herein Owner/Client hereby grants to PMSI a purchase money security interest in and to all of Owner/Client's right, title and interest in and to the equipment described and sold herein wherever located (collectively, the "Collateral"). Owner/Client acknowledges that PMSI may file a UCC-1 Financing Statement and shall release or terminate same upon receipt of full payment for Collateral.

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

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

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

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

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

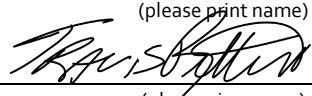
I have attached a list of all of my company's first-tier subcontractors that it intends to retain for work on the project.

Date: 06/24/2026

Contractor:

By Travis Rittenbach

(please print name)

Signature 

(please sign name)

Its Sales Operations Manager

SUBCONTRACTORS LIST

PROJECT TITLE: _____

JT Electric

Attach Additional Sheets if Necessary

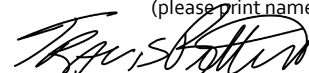
Contractor:

By

Travis Rittenbach

(please print name)

Signature



(please sign name)

Its

Sales Operations Manager

SUBCONTRACTORS LIST



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

Charge To:

CITY OF LAKEVILLE - OFFICES
20195 HOLYOKE AVE, LAKEVILLE, MN, 55044

Job Site:

CITY OF LAKEVILLE - CENTRAL MAINTENANCE FACILITY
7570 179TH STREET WEST, LAKEVILLE, MN, 55044

Contact:

BOB
612-720-8666
RMACH@LAKEVILLEMN.GOV

Salesman:

TRAVIS RITTENBACH
612-590-1679
TRITTENBACH@PUMP-METER.COM

PROPOSAL DESCRIPTION: REPLACE (3) GASBOY ISLANDERS W/ NEW ISLANDER PRIME w/ EKOS, REPLACE ATG & LINE LEAK REPAIR

FRANKLIN EVO™ TANK MONITORS			
ITEM	DESCRIPTION	QTY	SALE
	EVO™ ONE Console w/ELLD (2 Lines), (12) Universal Liquid Sensors (FMP-ULS), (2) 4" Probe Install Kits (TSP-C4A), (2) 4" Gasoline Float Kits (TSP-IGF4), (2) ELLD Transducers	1	\$4,076.47
	EXTERNAL PRINTER	1	\$821.88
	8' Tank Probe	2	\$5,606.59
	4" diesel probe	1	\$256.94
Total			\$10,761.88
			\$10,761.88

GASBOY ISLANDER PRIME				
ITEM	DESCRIPTION	QTY	SALE	NOTES
	Islander PRIME Electronic – RS485 interface (for Atlas electronic models)	1	\$10,293.95	
	Islander PRIME 2 Mechanical Hoses	1	\$10,413.52	
	Electronic Island Card Reader (RS-485 interface (for Atlas electronic models)	1	\$6,088.36	
	Islander PRIME Standard Pedestal Base	3	\$0.00	
	Wireless Gateway License Option	3	\$3,948.97	
	Islander PRIME Additional 2-Hose Mechanical Pump Interface	2	\$1,796.49	
	Gasboy System Services (EKOS) - 1 Year	2	\$0.00	
	EKOS FUEL SITE MODULE	12	\$2,386.67	
	Cellular Modem Kit for Islander PRIME installation	3	\$506.67	
	EKOS TURN KEY SERVICE - PRELOAD	1	\$1,500.24	
	Islander PRIME Insert Mag Card Reader	2	\$1,206.89	
	Universal HID Reader	2	\$3,458.00	
	EKOS Tier 1 (1-10 Sites)	1	\$2,222.22	
	EKOS fFuel Site Module - Monthly (Tower / Fuel)	2	\$397.78	
	Cellualr Modem - Islander PRIME	2	\$2,804.44	
	Cellular Transmission Fee - (2) FSC / Month	2	\$144.44	
	DOUBLE WALL UL 212 GALLON TANK	1	\$1,890.24	
	FLAMMABLE - 36X6 - RED ON WHITE - DECAL	2	\$21.44	
	NO SMOKING - 25X4 RED ON WHITE - DECAL	2	\$9.17	
	DECAL NFPA DIAMOND 10.75"	2	\$13.07	
	NFPA 4" BLK NUMBER SET	2	\$37.56	
	2" OPEN VENT CAP	1	\$35.94	
	Fill-Rite 115v / 15 GPM Fuel Transfer Pump w/ Nozzle	1	\$554.88	
	900 DIGITAL METER, 1 INCH, EXT POW	1	\$700.73	



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

Probe_ST95_LTE (Non-Oxy Skid Tank) 36" dia x 1 \$2,469.14
 48" long

Total **\$52,900.81** **\$52,900.81**

INSTALLATION SCOPE

REPLACE EXISTING ISLANDER CARD READERS

- 1 Mobilize and Travel to site.
- 2 ID wiring and disconnect (3) existing card readers.
- 3 Install (2) new Gasboy Islander Prime units at fueling and (1) at water tower across road.
- 4 Replace existing wiring between Islanders and Gas dispensers utilizing existing wires as pull string.
- 5 Start-Up and program units. Import existing database into new system.
- 6 No vehicle modules included.
- 7 Assumes using existing electrical with no modifications.

REPLACE EXISTING EMC TANK MONITOR

- 8 ID wiring, disconnect and remove existng TLS-350. Console must be returned for manufacturer credit.
- 9 Install new Franklin Evo-One (2) tank with Line leak console, land existing wires for probes and sensors.
- 10 Existing tanks have bad wiring between tank pad and building for line leak. Utilize mechanical sensors until remodel in 2027 that brings out new wires. Then use Ellectronic Line leak sensor supplied with EVO-One package into tank transition sumps.
- 11 Startup, program and place in service.
- 12 Includes new LTE tank probe for non-Oxy skid tank

15 AST -LINE LEAK REAPIRS

- 16 Remove concrete at transotion sump area of tanks. Keep existing grad manways. Arrea to feed conduits in to sump.
- 17 Re-wire low voltage line leak at STP's on AST tanks, add junction box and extend conduit down through concrete into transition sump side walls. J-Box inside sumps for line leak.
- 18 Site to store ELLD's until new communication wire is ran out to tanks in 2027 expansion. Comes with ATG console package.

FUEL INSTALLATION **\$20,737.02**

Total Considerations

Sub-Total	\$ 84,399.72
Freight	\$ 1,427.24
Tax	\$ -
Total	\$ 85,826.96
Excise Tax	\$ -
Grand Total	\$ 85,826.96

WORK SCOPE EXCLUSIONS:

- * Existing electrical conduits are considered clear, unobstructed, re-usable and of sufficient capacity to handle the necessary wires required.
- * A 25% cancellation fee may apply depending on product manufacturer.
- * Changes-In-Law Clause: Costs resulting from changes in laws resulting in manufacturer price increases after the contract is executed will result in a change order for tariff-related increases. The customer named on this contract is responsible for payment. If contract is with a contractor working for a site owner the contractor will need to work with site owner on their own for repayment. Tariffs affect the cost of goods sold that are installed on a site as improvements to property where the property owner ultimately shall pay the actual cost.
- * All Surcharges, Tariffs and price increases are the responsibility of the customer and will not be covered by Pump & Meter Service. We do our best to have current manufacturer pricing on our proposals. However, in the procurement environment we are in, our various manufacturers release price increases and/or surcharges without notice and are in effect immediately. There is no way for Pump & Meter to plan for this. Manufactures will not "Hold Pricing" for projects. All price increases will be the responsibility of the customer and will be invoiced as a change order unless requested, contract signed and returned, or purchase order given. we do not have control on this issue.



PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

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* Should there be a rise in the cost of any specified material(s) above that would cause the total contract price to increase, PMSI will provide to the Owner a written statement expressing the percentage increase of the contract price, the building material(s) in question, and the dollar amount of the price increase to be incurred. The Customer may then, at his option, terminate the contract by providing within **30** business days both written notice of termination to PMSI, and payment to the PMSI for all costs expended in performance of the contract to the date of written termination notification is received, plus payment of a prorated percentage of PMSI's profits based on the percent of completion. Should both notice of termination and full payment not be forthcoming within **30** business days, as provided herein, PMSI shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price. If termination is elected, PMSI shall provide to the Customer a written notice of termination, and the Customer shall be required to pay PMSI for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion. If PMSI elects to proceed on the contract, they may then purchase the specified material or materials at the increased price, and the Customer shall be required to pay the increased cost incurred.

Terms

Payment to be made as follows:

30% Down payment required with order. **INVOICE IS DUE ON RECEIPT. DOWN PAYMENT MUST BE RECEIVED PRIOR TO COMENCING WORK ON SITE.** Equipment billed upon shipment from factory. Installation billed twice monthly on job.

All other invoices such as equipment, progression, change orders and final invoices are Due Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Note: This proposal may be with-drawn by us if not accepted within: **30 DAYS**

Acceptance of Proposal

The above prices, specifications and conditions, including the terms, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name: _____

Signature: _____

Date of Acceptance: _____

Title: _____

PO# _____

PLEASE TELL US WHERE WOULD YOU
LIKE YOUR INVOICES SENT TO:



PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

1. The Owner/Client hereby warrants and represents to PMSI that he/she has the authority to enter into this Contract and that every person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto.

2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism or other acts of God through no fault of PMSI, Owner/Client shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.

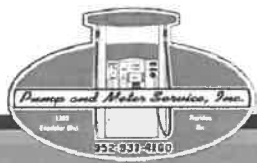
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PROPOSAL NO: 267-C
Date 4/30/2026

HOPKINS, MN | EAU CLAIRE, WI | ROCHESTER, MN | FARGO, ND

DESIGN | ENGINEERING | SALES | PARTS | TRAINING | ONLINESTORE | SERVICE INSTALLATION

HOPKINS CORPORATE OFFICE: 11303 EXCELSIOR BLVD, HOPKINS, MN 55343 PH:952-933-4800

- 4. Indemnification.** Owner/Client shall indemnify, defend and hold harmless PMSI or any of PMSI's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project, which are caused in full or in part by or arise from any negligent act(s) or omission(s) of Owner/Client to the fullest extent permitted by law.
- 5. Insurance.** The Owner/Client shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements, and PMSI's operations during the job at the job site. Any loss or damage incurred or suffered by the Owner/Client which arises out of or relates, in any way to PMSI's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of the Owner/Client. PMSI shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by PMSI.
- 6. Underground Tank.** Upon notification by PMSI, Owner/Client shall be responsible for filling all underground storage tanks with product, or if product is unavailable, water immediately upon PMSI's placement of tanks into excavations. The Owner/Client shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks, if the tanks are not tilled as requested.
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- 8. Contaminated Soils or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner/Client, unless specifically stated otherwise in our proposal.
- 9. Underground Hazards.** Any underground obstructions encountered, such as bed rock, water, frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring are not covered, unless specifically agreed to in our proposal.
- 10. Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to PMSI, the Owner/Client shall pay to PMSI that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
- 11. Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, the Owner/Client agrees to pay on demand all costs and expenses including legal fees and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Service Charge will be added to unpaid balance at the rate of 1.5% per month (18% per year).
- 12. Warranty Exclusions and Liability Limitation.** Owner/Client agrees that it has selected each item of equipment based on its own judgment and hereby disclaims any reliance on statements or representations made by PMSI. PMSI MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, EXCEPT FOR ANY MANUFACTURER'S WARRANTY WHICH SHALL PASS THROUGH TO OWNER/CLIENT AND PMSI EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any Equipment sold hereunder and not covered by a manufacturer's warranty is accepted by Owner/Client "AS-IS, Where-IS," and "with all faults." PMSI further disclaims and Owner/Client waives any claim for consequential damages arising out of the use of or inability to use the Equipment. PMSI's liability hereunder for any claim alleged by Owner/Client shall be expressly limited to a measure of damages equivalent to Owner/Client's return of Equipment sold hereunder and PMSI's refund to Owner/Client of the purchase price. Owner/Client agrees that the damages referred to in the preceding sentence shall be its sole and exclusive remedy for any breach or negligence of PMSI. Owner/Client hereby waives and releases PMSI from any and all liability whatsoever relating to Equipment failure or nonperformance caused by or resulting from software or programming issues. In the event any legal action is commenced regarding this contract and the work related thereto, PMSI shall be entitled to recover its attorney's fees and costs from Owner/Client.
- 13. Security Interest.** To secure full and prompt payment for the equipment sold herein Owner/Client hereby grants to PMSI a purchase money security interest in and to all of Owner/Client's right, title and interest in and to the equipment described and sold herein wherever located (collectively, the "Collateral"). Owner/Client acknowledges that PMSI may file a UCC-1 Financing Statement and shall release or terminate same upon receipt of full payment for Collateral.



ZAHL-PETROLEUM MAINTENANCE CO.

DIV. OF DAN LARSON ENTERPRISES, INC.

SALES, SERVICE, INSTALLATION
OF PETROLEUM EQUIPMENT SINCE 1952

www.zahl-pmc.com

October 23rd, 2025
City of Lakeville
Attn: Bob

Re: Fuel MGMT
7570 179th St W
Lakeville, MN 55044

Proposal

The following proposal is for installing new product supply management systems and a tank monitoring system at the site listed.

Equipment:

(1) Islander Prime Electronic - RS485 Interface. (Atlas Electronic model)	\$ 11,814.00
(1) Electronic Island Card Reader - RS485 Interface. (Atlas Electronic model)	6,988.00
(1) Islander Cad Reader with 2 mechanical hose control capacity.	7,129.00
(3) Islander Prime Standard Pedestal Base.	Included
(3) Universal HD Reader.	5,955.00
(3) Islander Prime Insert Mag Card Reader.	2,079.00
(3) Wireless Gateway License.	4,533.00
(1) Shipping.	1,368.00
(1) Gasboy System Service (EKOS) 1 year.	Included
(1) Veeder Root TLS-450 + Console, 8" Touch Screen, Printer, Application Software, Universal Sensor, Probe Interface Module, Universal Input / Output Interface Module, Risk Management for PLLD, CSLD, 2 Probes, 2 Install Kits, 2 Sump Sensors, 2 Interstitial Sensors, FRT.	28,680.00
Equipment Total:	68,546.00

Installation:

- ID and disconnect electrical to (3) existing fuel management systems.
- Remove pedestals.
- Unpack, assemble and mount (3) new management systems.
- Disconnect and remove existing tank monitor.
- Mount new tank monitor in same location.
- Install new probes and install kits.
- Rewire sump sensor cable to ELLD because current ELLD cable is bad.
- Program new management systems.
- Program new tank monitor.
- Provide training.

Installation Total: \$ 8,554.00

Total Bid Amount: \$ 77,100.00

Option:

Install (1) 125-gallon double wall F921 skid tank.
E-Vents, 2" vent & pipe, level & leak gauge, spill container,
fill cap, suction pipe.

ADD \$ + 10,175.00

- (1) Hazmat decal package (non-oxy)
- (1) ¾" hose, nozzle, swivel breakaway, filter kt.
- (1) FR 701VN ¾" Pump & Meter.
- (1) MR 1 Pulser.
- (1) Islander Prime additional 2 hose mechanical pump interface.
Electrical to pump and controls to nearby FMS.
Permit Extra if needed.

TOTAL \$ 87,275.00

3101 SPRING STREET NE MINNEAPOLIS MN 55413
612.331.8550 FAX 612.331.8553

EQUAL OPPORTUNITY EMPLOYER



Zahl-PETROLEUM MAINTENANCE CO.

DIV. OF DAN LARSON ENTERPRISES, INC.

SALES, SERVICE, INSTALLATION
OF PETROLEUM EQUIPMENT SINCE 1952

www.zahl-pmc.com

NOTE: DUE TO PRICE FLUCTUATION, PRICE ON EQUIPMENT IS SUBJECT TO CHANGE AFTER 2 WEEKS
We propose to furnish material and/or labor in accordance with specifications and estimates.

Total Proposal: SEVENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS AND 00/100. \$ 77,100.00

Note: DUE TO CURRENT PRICE FLUCTUATIONS THIS QUOTE IS ONLY VALID FOR 15 DAYS.

Note: Payments made by credit card over \$1,500.00 will be subject to a 2.8% processing fee.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Date of Acceptance: _____ Customer's Signature: _____

Zahl Petroleum Maintenance Company Authorized Signature: Steve Larson

Zahl Petroleum Maintenance Company Authorized Signature: Marty West

PAYMENT SCHEDULE: BALANCE DUE NET 30 DAYS FROM INVOICE DATE

Date of Acceptance: _____ Customer's Signature: _____

EXCLUSIONS: ITEMS LISTED WILL BE TIME PLUS MATERIAL IF NOT STATED IN BID

ANY REPAIRS/UPGRADES TO EXISTING EQUIPMENT NOT LISTED ABOVE.

ROCK REMOVAL, DEWATERING, TANK STRAPPING WITH HARDWARE, CONCRETE TIE DOWNS, SITE SURVEY, UTILITY REPAIRS, TAPERING, SHORING, POOR SOIL CONDITIONS AND ANY UNFORSEEN OBSTRUCTIONS.

ALL WARRANTIES PER MANUFACTURE SPECIFICATION.

ANY WORK REQUIRED TO EXISTING CONDUITS, WIRES, J-BOXES OR IF THEY ARE UNUSABLE.

3101 SPRING STREET NE MINNEAPOLIS MN 55413

612.331.8550 | FAX 612.331.8553

EQUAL OPPORTUNITY EMPLOYER



Date: 7/6/2026

Lake Marion Greenway Trail Change Order No. 1

Proposed Action

Staff recommends adoption of the following motion: Move to approve Lake Marion Greenway Trail (LMTG) Change Order No. 1, CIP #26-15.

Overview

In September 2021, the Mayor and City Council approved a master agreement with WSB for professional engineering services for the construction of the Lake Marion Greenway Trail. As part of this agreement, WSB is responsible for construction management and collaborating with subcontractors on the project, including managing payments and supplemental changes to the original contract.

The attached change order is being submitted on behalf of Northland Grading and Excavating and has been reviewed by WSB and City staff to ensure it is necessary. The items included in the change order pertain to expanded erosion control along the LMTG. This would increase the original contract amount by \$70,953.44, staff is recommending approval of the attached change order after thorough review.

Supporting Information

1. Change Order 1 - Lake Marion Greenway Trail

Financial Impact: \$70,953.44 Budgeted: Yes Source: Grant/Trail 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
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CITY OF LAKEVILLE CHANGE ORDER



CHANGE ORDER NO. 1

DATE 6/22/2026

SHEET
Page 1 of 1

PROJECT NO. 26-15

CONTRACTOR Northland Grading and Excavating

PROJECT NAME Lake Marion Greenway

ADDRESS PO Box 536
Northfield, MN 55057

TYPE OF WORK CO #1

ORIGINAL CONTRACT AMOUNT \$1,746,493.32

REVISED CONTRACT AMOUNT \$1,817,446.76

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
55	55	SILT FENCE, TYPE MS	LIN FT	17,642.0 0	- 12,640. 00	\$2.20	0.00	27,808.00
1402	78	Prevailing Wage Adjustment	LS	0	1.00	\$59,949.44	\$59,949.44	0.00
2573.503	77	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	0	12,520. 00	\$3.10	\$38,812.00	0.00
Net Increase or Decrease: \$70,953.44							Totals	\$98,761.44
								\$27,808.00

Due to this change, the contract time:

☐ a: is increased/decreased by 0 working days.

is increased/decreased by 0 calendar days.

► **b: is not changed.**

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

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

This Change Order provides for the addition of contract pay items for erosion control and restoration materials across the Lake Marion Trail project. Added items include Sediment Control Log and a Prevailing Wage Adjustment.

6-22-26

CONTRACTOR SIGNATURE	DATE
MAYOR SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE Timothy Andler	DATE 6/23/26



Date: 7/6/2026

**Joint Powers Agreement Between Dakota County and the City of Lakeville for
Engineering and Construction for the North Creek Greenway, East Lake Community
Park to Eagleview Drive**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Joint Powers Agreement between Dakota County and the City of Lakeville for Engineering and Construction for the North Creek Greenway (NCGW), East Community Park to Eagleview Drive.

Overview

A goal of the greenway collaborative is to preserve greenway corridors in coordination with land development. The City worked with Dakota County and Spirit of Brandtjen Development Corporation (SBF)/Tradition Development to incorporate the NCGW into the SBF Development. The first phase of this project began in 2018 with the construction of an underpass at Eagleview Drive. This phase of the project will include the reconstruction and upgrades of .6 miles of bituminous trail, beginning at the soon-to-be-constructed trailhead at East Community Park and traversing along East Lake to Eagleview Drive.

The total cost of the project is estimated to be \$3,704,486 which includes construction and project delivery expenses. Dakota County will reimburse the City 85% of the NCGW construction, design, and project delivery expenses, which is estimated to be \$330,000, and 50% of costs relating to the fishing piers, kayak launch, and stone overlook portions, which are estimated at \$170,000. Dakota County will also be contributing \$400,000 towards the park building that will also serve as a major regional greenway trailhead.

Supporting Information

1. Joint Powers Agreement for Engineering and Construction for the North Creek Greenway

Financial Impact: \$134,500.00 Budgeted: Yes Source: Trail Improvement/Park Dedication/Park Bond Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks & Recreation Director
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**JOINT POWERS AGREEMENT FOR ENGINEERING & CONSTRUCTION FOR
THE NORTH CREEK GREENWAY EAST LAKE COMMUNITY PARK TO
EAGLEVIEW DRIVE LAKEVILLE**

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

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

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

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

WHEREAS, by resolution 11-517, the Dakota County Board authorized the adoption of the North Creek Greenway (“NCGW”) Master Plan; and

WHEREAS, the City is leading the design, bidding, and project delivery for a segment of the North Creek Greenway project located within the City; and

WHEREAS, the City has completed design and engineering plans for the reconstruction and improvement of an existing trail segment from East Lake Park and Eagleview Drive, including a new trailhead facility and other trail amenities within East Lake Park, as shown on Exhibit 1; and

WHEREAS, the project will reconstruct and upgrade .6 miles of regional greenway in the locations shown on Exhibit 1 to meet the County’s regional greenway standards (the “NCGW Trail Improvements”), and certain City park and trail improvements, including one trailhead, new local trail connections to the greenway, and other park and greenway amenities (collectively, the “Project”); and

WHEREAS, the total project costs are estimated at \$3,704,486, which costs include construction and consultant Project delivery expenses; and

WHEREAS, Dakota County will reimburse the City 85 percent of the NCGW Trail Improvement construction, design and project delivery costs, which are estimated at \$330,000; and

WHEREAS, Dakota County will reimburse the City up to 50 percent of costs relating to the fishing piers, kayak launch and stone overlook portions of the City improvements, which have mutual City and County amenity benefits for the Greenway, and are estimated at \$170,000; and

WHEREAS, Dakota County will contribute up to \$400,000 towards a park building that will mutually serve as a major regional greenway trailhead and City park facility; and

WHEREAS, by resolution 26-201 the County authorized up to \$950,000 towards Project delivery and construction costs, including contingency; and

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

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

ARTICLE 1

Purpose

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the construction of the North Creek Greenway East Lake North project, as more fully described herein.

ARTICLE 2

Parties

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

ARTICLE 3

Term

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

ARTICLE 4

Cooperation

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

ARTICLE 5

City’s Obligations

- 5.1 Construction. The City, or its agents or contractors, shall construct or reconstruct the Project as shown on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications so that the NCGW Trail

Improvements meet the County's regional greenway standards

- 5.2 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the Project work, assuring that it meets applicable design and construction standards and the requirements of this Agreement. The County will have no actual or implied responsibility for the Project except as provided in this Agreement.
- 5.3 Notice to County Prior to Award of Contract and Approval of Change Orders. The City will notify the County of the amount of the lowest responsive bid. The County will thereafter notify the City as to whether the County approves the Project or whether it wishes to terminate the Project based on the amount of the bid. Such notice will be provided promptly, and in no event more than 20 days from the date of the City's notice, so as to allow the City to award or reject the bid. If the County accepts the lowest responsive bid amount and approves proceeding with the Project, the City shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement. Following the contract award, the City will obtain the County's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the Project costs relating to the NCGW Trail Improvements. The County acknowledges and agrees that the City may terminate or reduce the scope of the Project at any time if the County does not approve a change order or contract amendment and such change order or amendment would require the City to incur additional costs relating to the NCGW Trail Improvements.
- 5.4 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.5 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Project work. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.6 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

- 5.7 Perpetual License for North Creek Greenway. The City shall be responsible for designating appropriate locations for the installation of the NCGW Trail Improvements within areas owned or controlled by the City. The NCGW Trail Improvements shall generally be located in the area depicted on Exhibit 1. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the NCGW Trail Improvements and associated improvements agreed to by the Parties on City property or within City right-of-way, as provided for pursuant to this Agreement. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the NCGW Trail Improvements as provided in section 6.4 of this Agreement and pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.
- 5.8 Permanent Easements for NCGW. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.7 with permanent easements for the NCGW and agreed-upon improvements constructed and installed as part of the Project. The City shall execute the documents reasonably necessary to convey permanent easements for the NCGW and agreed-upon improvements. The County will provide all surveying, title work and other documentation and information necessary for the City to grant the requested permanent easements and will be responsible for obtaining any necessary consents to the easements.

ARTICLE 6

County's Obligations

- 6.1. County Funding Obligation. If the County accepts the bid amount and approves proceeding with the Project pursuant to Section 5.3 of this Agreement, the County shall reimburse the City in a total amount not to exceed \$950,000 for Project costs, which amount will include 85% of the NCGW Trail Improvements, up to 50% of the costs relating to the fishing piers, kayak launch and stone overlook portions of the City improvements, and an up to \$400,000 contribution towards the City park building, as identified in the parties' cost share projections attached as Exhibit 2. The City will administer the construction contract for the Project and will make all required payments to the contractor. Following payments to the contractor, the City will submit an invoice to the County for reimbursement of the County's proportionate share of the contractor payments. The County shall reimburse the City for its share of the payments within 35 days of receipt of the invoice.
- 6.2 Project Management Team. County staff will participate on a Project Management Team coordinated by the City and will provide input on the design and construction of the NCGW Trail Improvements and the County's regional greenway standards.
- 6.3 Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.

- 6.4 Relocation of NCGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will, if requested by the County, acquire the necessary additional right-of-way and/or easements needed for the relocation of the displaced NCGW Trail Improvements as part of the City's project. If the County requests that the City include relocation of the NCGW Trail Improvements as part of the City project, the Parties will enter into a separate agreement under which the County will reimburse the City for the City's out-of-pocket construction project costs and easement acquisition costs attributable to the relocation of the displaced NCGW Trail Improvements. Alternatively, in the event that the relocation of displaced NCGW Trail Improvements reasonably necessitates the acquisition of additional easements, the County may choose to acquire said additional easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced NCGW Trail Improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the NCGW Trail Improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the displaced NCGW Trail Improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

ARTICLE 7

Ownership and Maintenance

The County shall own the NCGW Trail Improvements and associated improvements related to greenway corridor. The City shall own the East Lake Trailhead and park facility and all local trail connections and city road crossings installed as part of the Project. The Parties may enter into a separate agreement addressing maintenance of the NCGW Trail Improvements and any shared maintenance responsibilities for the Parties' infrastructure that may be connected to the NCGW.

ARTICLE 8

TERMINATION

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

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

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

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

To the City:

Justin Miller
City Administrator

20195 Holyoke Ave.
Lakeville, MN 55044

To the County:

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

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

City Liaison

Joe Masiarchin
Parks Director
(952) 985-4601
jmasiarchin@lakevillemn.gov

County Liaison

Niki Geisler
Parks Director
(952) 891-7088
niki.geisler@co.dakota.mn.us

ARTICLE 10
LIABILITY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits

contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11

GENERAL PROVISIONS

- 11.1 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the project and following completion of the project.
- 11.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.
- 11.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 11.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 11.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 11.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

- 11.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 11.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 11.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 11.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 11.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 11.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Remainder of Page Intentionally Blank. Signature Page Follows.

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

DAKOTA COUNTY

CITY OF LAKEVILLE

By _____
Georg Fischer, Assistant County Manager:
Physical Development

By _____
Luke Hellier, Mayor

Date of Signature: _____

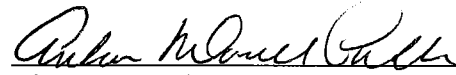
Date of Signature: _____

County Board Res. 26-201

By _____
Ann Orlofsky, City Clerk

Date of Signature: _____

APPROVED AS TO FORM:



City Attorney/Date

Exhibit 1
Project Map

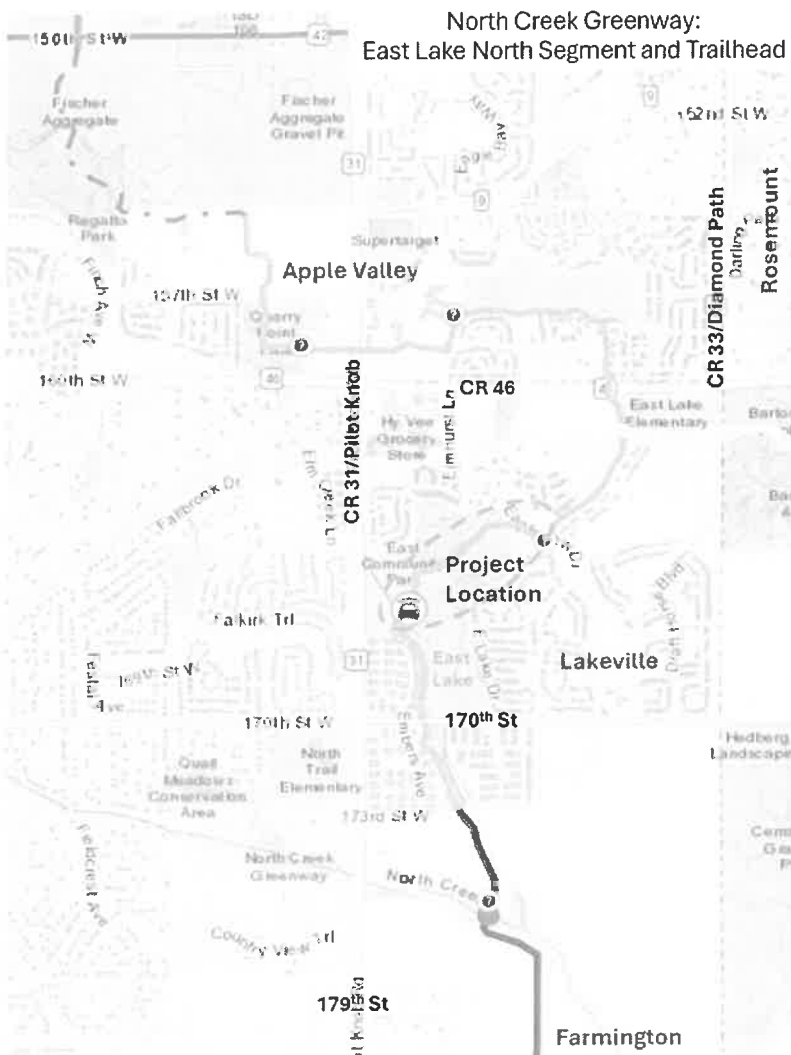


Exhibit 2
Project Element Cost Share Percentage (costs estimated)

Total Project Costs

CITY OF LAKEVILLE				
NO.	ITEM DESCRIPTION	PROJECT COST	%	COUNTY RESPONSIBILITY
1	Trail Improvements	\$ 304,166.74	-85%	\$ 258,541.73
2	Fishing Piers	\$ 258,454.86	50%	\$ 129,227.43
3	Kayak Launch	\$ 79,369.20	50%	\$ 39,684.60
3	Stone Overlook	\$ 1,045.00	50%	\$ 522.50
4	Total Design Fees	\$ 97,140.25	-85%	\$ 70,978.53
County Responsibility Total:				\$ 498,954.78
Project Cost Total:				\$ 740,176.05

Design Project Costs

Dakota Trail Improvement Design Cost					
NO.	Design Effort Description	UNIT	ESTIMATED COST	PERCENTAGE	TOTAL (In Dollars)
1	Trail Improvements	LS	\$ 64,024.00	85%	\$ 54,420.40
2	Kayak Launch	LS	\$ 11,038.75	50%	\$ 5,519.38
3	Fishing Dock 1 and Fishing Dock 2	LS	\$ 15,454.25	50%	\$ 7,727.13
4	Stone Overlook	LS	\$ 6,623.25	50%	\$ 3,311.63
Total Cost:			\$ 97,140.25	Final Total:	\$ 70,978.53

NO.	Dakota Regional Trail	UNIT	ESTIMATED QTY	UNIT PRICE (In Dollars)	TOTAL (In Dollars)	PERCENTAGE	TOTAL
Trail Improvements							
1	Furnish + Install Silt Fence	LF	2342.48	\$ 2.40	\$ 5,621.96	85%	\$ 4,778.67
2	Furnish + Install Perimeter Control	LF	1962.30	\$ 2.40	\$ 4,709.53	85%	\$ 4,003.10
3	Furnish + Install Tree Protection Fencing	LF	195.00	\$ 3.14	\$ 612.30	85%	\$ 520.46
4	Furnish + Install Rolled Erosion Control Product Type 20	SY	4331.29	\$ 2.51	\$ 10,871.55	85%	\$ 9,240.82
5	Furnish + Install Inlet Protection	EA	2.00	\$ 261.25	\$ 522.50	85%	\$ 444.13
6	Remove Deciduous Tree complete	EA	3.00	\$ 783.75	\$ 2,351.25	85%	\$ 1,998.56
7	Saw Cut Pavement - Full depth	LF	79.25	\$ 20.90	\$ 1,656.39	85%	\$ 1,407.93
8	Remove Bituminous Trail - Complete	SY	2381.57	\$ 3.14	\$ 7,478.14	85%	\$ 6,356.42
9	Remove Fence / Railing - Complete	LF	220.00	\$ 17.77	\$ 3,909.40	85%	\$ 3,322.99
10	Salvage + Store Existing Bench	EA	1.00	\$ 627.00	\$ 627.00	85%	\$ 532.95
11	Remove Existing Modular Block Wall	LF	397.00	\$ 15.68	\$ 6,224.96	85%	\$ 5,291.22
12	Common Excavation	CY	2500.00	\$ 26.13	\$ 65,325.00	85%	\$ 55,526.25
13	Furnish + Install B618 Standard Curb + Gutter + Median Nosings + Gravel	LF	56.00	\$ 41.80	\$ 2,340.80	85%	\$ 1,989.68
14	Furnish + Install Concrete Walk + Gravel Subbase - Complete (Pads along trail)	SY	37.80	\$ 79.42	\$ 3,002.08	85%	\$ 2,551.76
15	Furnish + Install Concrete Walk + Gravel Subbase - Complete (Spur Trail Leading	SY	247.00	\$ 79.42	\$ 19,616.74	50%	\$ 9,808.37
16	Furnish + Install Bituminous Trail + Gravel Subbase - Complete	SY	1257.21	\$ 24.04	\$ 30,223.23	85%	\$ 25,689.75
17	Furnish + Install Bituminous Trail + Gravel Subbase - Complete (Spur Trail	SY	345.00	\$ 24.04	\$ 8,293.80	50%	\$ 4,146.90
18	Furnish + Install Pavement Striping -	LS	1.00	\$ 3,186.21	\$ 3,186.21	85%	\$ 2,708.28
19	Furnish + Install Modular Block Retaining Wall + Gravel Subbase	SF	2075.00	\$ 40.23	\$ 83,477.25	85%	\$ 70,955.66
20	Furnish + Install Fence type 3 including all fittings - Complete	LF	314.00	\$ 21.55	\$ 6,766.70	85%	\$ 5,751.70
21	Furnish + Install Dakota County Regional Trail Wayfinding Signage - Complete	LS	5.00	\$ 2,612.50	\$ 13,062.50	85%	\$ 11,103.13
22	Furnish + Install Dakota County Regional Trail Kiosk - Complete	LS	1.00	\$ 5,225.00	\$ 5,225.00	85%	\$ 4,441.25
23	Install Salvaged Bench and all fittings -	LS	1.00	\$ 811.97	\$ 811.97	85%	\$ 690.17
24	Install Owner Supplied Bench and all	EA	3.00	\$ 1,041.87	\$ 3,125.61	85%	\$ 2,656.77
25	Furnish + Install Bike Rack(s) - Complete	EA	10.00	\$ 374.11	\$ 3,741.10	85%	\$ 3,179.94
26	Install Owner Supplied Picnic Tables -	EA	1.00	\$ 219.45	\$ 219.45	85%	\$ 186.53
27	Furnish + Install Bike Fix-It Station -	EA	1.00	\$ 1,732.61	\$ 1,732.61	85%	\$ 1,472.72
28	Furnish + Install Rootbarrier - Complete	LF	358.00	\$ 6.79	\$ 2,430.82	85%	\$ 2,066.20
29	Furnish + Install 2.5" Deciduous Trees -	EA	3.00	\$ 773.30	\$ 2,319.90	85%	\$ 1,971.92
30	Furnish + Install Evergreen Shrub #5 -	EA	1.00	\$ 83.00	\$ 83.00	85%	\$ 70.55
31	Furnish + Install Perennial Plantings #1 -	LF	16.00	\$ 20.90	\$ 334.40	85%	\$ 284.24
32	Furnish + Install General Turfgrass Seed Mix - Complete	AC	0.80	\$ 5,329.50	\$ 4,263.60	85%	\$ 3,624.06
Trail Improvements Total:					\$ 304,166.74	Total:	\$ 258,541.73

Fishing Piers							
1	Furnish + Install Fishing Pier 1 Structure + Abutment including all fittings -	LS	1.00	\$ 74,373.70	\$ 74,373.70	50%	\$ 37,186.85
2	Furnish + Install Fishing Pier 2 Structure + Abutment including all fittings -	LS	1.00	\$ 129,357.42	\$ 129,357.42	50%	\$ 64,678.71
3	Furnish + Install Helical Pier including all fittings - Complete	LF	720.00	\$ 55.39	\$ 39,880.80	50%	\$ 19,940.40
4	Furnish + Install Timber Pie Cap including all fittings - Complete	EA	7.00	\$ 585.00	\$ 4,095.00	50%	\$ 2,047.50
5	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase -	SY	40.00	\$ 26.13	\$ 1,045.20	50%	\$ 522.60
6	Furnish + Install Bituminous Trail + Gravel Subbase - Complete	SY	358.40	\$ 24.04	\$ 8,615.94	50%	\$ 4,307.97
7	Furnish + Install Steel Landscape Edger -	LF	130.00	\$ 8.36	\$ 1,086.80	50%	\$ 543.40

8	Furnish + Install Low Maintenance Seed Mix - Complete	AC	0.20	\$ 4,180.00	\$ 836.00	50%	\$ 418.00
Fishing Piers Total:					\$ 258,454.86	Total:	\$ 129,227.43

Kayak Launch

1	Furnish + Install Kayak Launch + Foundation + all fittings - Complete	EA	1.00	\$ 73,155.23	\$ 73,155.23	50%	\$ 36,577.62
2	Install Owner Provided Kayak Rack + Foundations - Complete	EA	2.00	\$ 1,596.76	\$ 3,193.52	50%	\$ 1,596.76
3	Install Owner Supplied Picnic Tables -	EA	1.00	\$ 219.45	\$ 219.45	50%	\$ 109.73
4	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase -	SY	80.00	\$ 26.13	\$ 2,090.40	50%	\$ 1,045.20
5	Furnish + Install Steel Landscape Edger -	LF	85.00	\$ 8.36	\$ 710.60	50%	\$ 355.30
Kayak Launch Total:					\$ 79,369.20	Total:	\$ 39,684.60

Stone Overlook

1	Furnish + Install Perimeter Control	LF	1962.30	\$ 2.40	\$ 4,709.53	50%	\$ 2,354.76
2	Furnish + Install Tree Protection Fencing	LF	157.00	\$ 3.14	\$ 492.98	50%	\$ 246.49
3	Furnish + Install Rolled Erosion Control Product Type 20	SY	4331.29	\$ 2.51	\$ 10,871.55	50%	\$ 5,435.77
4	Furnish + Install Limestone Seat Block including Gravel Subbase and geotextile	EA	6.00	\$ 1,306.25	\$ 7,837.50	50%	\$ 3,918.75
5	Furnish + Install Aggregate Surfacing with Binder + Gravel Subbase -	SY	69.50	\$ 26.13	\$ 1,816.04	50%	\$ 908.02
6	Furnish + Install Steel Landscape Edger -	LF	254.60	\$ 8.36	\$ 2,128.46	50%	\$ 1,064.23
7	Furnish + Install Low Maintenance Seed Mix - Complete	AC	0.25	\$ 4,180.00	\$ 1,045.00	50%	\$ 522.50
Stone Overlook Total:					\$ 28,901.04	Total:	\$ 14,450.52
Total:					\$ 670,891.84	Final Total:	\$ 441,904.28



Date: 7/6/2026

Lakeville Employment Policy Updates

Proposed Action

Staff recommends adoption of the following motion: Move to approve the policy revisions that further define eligibility for separation benefits.

Overview

The purpose of this item is to request approval of a revision to the City's personnel policy/policies that formally defines what it means for an employee to leave employment "in good standing." This definition will apply wherever the term is referenced throughout the City's Policy Manual, including provisions governing separation-related payouts such as vacation, sick time/extended medical bank (EMB), and/or PTO balances.

The City's personnel policies have long referenced the term "in good standing" as a condition of eligibility for certain separation benefits. However, the term has never been formally defined, which has created the potential for inconsistent application and left both employees and supervisors without a clear, shared understanding of what is expected at the time of separation.

Following a review of current policy language in consultation with the City's labor attorney, Human Resources is recommending a definition that reflects the City's longstanding values around employee conduct, professional responsibility, and the integrity of its compensation and benefits practices.

Under the proposed revision(s), an employee will be considered to have left employment in good standing when all of the following conditions are met at the time of separation:

1. The employee provided written resignation notice to their supervisor at least 14 calendar days prior to their last day of employment (30 calendar days for department heads).
2. All City-issued equipment assigned to the employee is accounted for and returned.
3. The separation is voluntary and is not the result of a disciplinary action.

The policy also provides that the City, in its sole discretion, may waive the notice requirement when circumstances warrant.

The updated language will provide more transparency surrounding separation benefits that remain meaningful while also ensuring conduct and professional expectations through an employee's last day.

Supporting Information

1. Policy Edits

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

RESIGNATION

Policy 6.33

1) POLICY

- a) Any employee wishing to leave city employment in good standing must file with the employee's department director, at least fourteen (14) days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Department directors must give at least thirty (30) days advance written notice to the City Administrator. Failure to comply with this particular procedure may be cause for denying such employee future employment by the city and denying termination leave benefits.
- ~~a)b)~~ *In good standing means an employee meets all of the following requirements at the time of separation from employment: 1. Employee must provide a written resignation notice to their supervisor, at least 14 days before the last day of employment (30 days for department heads); 2. All equipment issued for employee's use must be accounted for; 3. The employee's separation from employment must be voluntary and not as a result of discipline. The employer, in its sole discretion, may waive the requirement to provide 14 (or 30) days' notice.*
- ~~b)c)~~ Unauthorized absence from work for a period of three (3) working days may be considered by the department director as resignation, without benefits.
- ~~c)d)~~ An employee who has resigned from a position may be considered for reemployment but will have no inherent right to the employee's former position.

1) ADVANCE RESIGNATION NOTICE PROGRAM

a) Purpose

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advanced notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.

b) Eligibility

This program is available to:

- Department Directors and division managers who have been employed for a minimum of five years. Division manager positions include Communications, Engineer, Human Resources, Information Technology, Inspections, and Lakeville Arts Center; and
- Active full-time employees, who have been employed in a full-time position for a minimum of ten years.

The City reserves the right to not replace any employee who resigns, and/or to modify the position and duties prior to hiring a new employee. This decision will not affect a current employee's eligibility for an Advanced Notice payment.

c) Notice & Use of Leave

To be eligible for an Advanced Notice payment an employee must give at least 90 calendar days' notice to the employee's Department Director before his or her last day of work. The last day of work is defined for this program as the last day that an employee will be actively working for the City. The City reserves the right to approve or deny requests for use of accrued vacation, PTO, comp time, or sick leave for a planned medical procedure during the 90 to 180-day period. It is the policy and intent that an employee requesting an Advanced Notice Incentive remains actively working for the City and limits the use of vacation, sick leave, PTO or comp time during the final 90 to 180-day period.

d) City Expectations

To be eligible for the one-time payment noted below, the departing employee will be expected to train the replacement or new hire to the extent possible by transferring knowledge and preparing documentation of the position as necessary.

e) Advance Resignation Notice

The Advance Resignation Notice must be signed by the employee, the Department Director, and the City Administrator to be effective. For purposes of this policy, the term day(s) shall mean calendar day(s).

f) Payment

The City will provide the following one-time payment for advanced notice:

Ninety (90) days:	\$ 500
One Hundred Twenty (120) days:	\$1,000
One Hundred Eighty (180) days:	\$1,500

Payment will be made on or after the employment termination date. Payment will not be made if the employee or the City rescinds the resignation. Payment is subject to taxation and required deductions.

g) Rescission Period

An employee has ten (10) calendar days from the date the employee signs the Advance Resignation Notice to rescind notice. After the City has accepted the resignation and after the duration of the Employee's 10-day rescission period, the resignation becomes irrevocable and the Employee may no longer rescind it without the City's agreement to either permit rescission or defer the resignation. Refusing to accept the Advanced Notice payment will not void the Agreement. In the event the Employee breaches this Agreement by terminating employment with the City in advance of the agreed upon resignation date, the Employee forfeits all eligibility for any advance resignation incentive.

h) Effective Date

This program will go into effect on October 17, 2017.

PAID TIME OFF

Policy 6.51

1) POLICY

- a) All eligible employees will accrue Paid Time Off (PTO) based on years of service with the City of Lakeville. The PTO benefit replaces the city policies on vacation and sick leave and combines these benefits into a single plan. The Paid Time Off is the city's designated leave bank for Earned Sick and Safe Time (ESST) for eligible employees accruing PTO.
- b) PTO can be used for any purpose, subject only to normal request/approval procedures consistent with policy and labor agreements. Employees may use PTO for care or treatment of mental or physical illness, injury or other health condition, preventative care, closure of the employee's place of business due to weather or another public emergency, absence due to domestic abuse or assault, care of a family member or to provide care for a family member or other designated individual.
- c) Requests for leave for reasons other than ESST must be submitted to the supervisor a minimum of 14 days (two weeks) in advance and will be granted in seniority order. Requests made with less than 14 days of notice will be granted on a first come, first-serve basis at the discretion of the supervisor.
- d) If the need for sick and safe time is foreseeable, the city requires seven (7) days advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. Other unscheduled use requires notification to the supervisor a minimum of 30 minutes prior to the employee's scheduled workday. Requests made for reasons other than ESST, are subject to the discretion of the supervisor. When an employee uses ESST for more than three (3) consecutive days, the city may require appropriate supporting documentation.
- e) Retaliation prohibited: The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.
- f) Benefits and return to work protections: An employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums. An employee returning from time off for ESST is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.
- g) PTO time is accrued biweekly on an hourly basis.

h) The maximum amount of PTO than can be accrued and carried over to the next year will be 480 hours.

i) An employee that leaves the city in good standing, after giving proper notice, will be compensated for PTO leave accrued and unused to the date of separation. The amount will be taxable to the employee at their regular compensation rate on the date of separation.

j) In good standing means an employee meets all of the following requirements at the time of separation from employment: 1. Employee must provide a written resignation notice to their supervisor, at least 14 days before the last day of employment (30 days for department heads); 2. All equipment issued for employee's use must be accounted for; 3. The employee's separation from employment must be voluntary and not as a result of discipline. The employer, in its sole discretion, may waive the requirement to provide 14 (or 30) days' notice.

k) Employees using PTO leave will be considered to be working for the purpose of accumulating additional PTO time.

l) In December of each year, employees who have a leave balance of 240 PTO hours on November 30 will receive the option to elect to cash out a portion of the PTO to be earned in the following calendar year. Full-time employees may choose to receive cash for 40 hours of PTO. Part-time employees may choose to receive cash for a pro-rated value of 40 hours each calendar year. Employees cannot reverse the choice after December 31 of each year. PTO cash payment will be paid by July 1. The amount will be taxable to the employee at the regular compensation rate at the time of PTO cash payment. If the employee terminates employment before June 30, the cash payout will be pro-rated.

m) Exempt employees, including the City Administrator, who reach the salary limit requirements of M.S. 43A.17, Subd. 9 (Governor's salary cap) or, if applicable, the waiver limit authorized by the Commissioner of the Office of Management and Budget, will receive equivalent hours above the limit in paid leave. The amount of paid leave for each such employee shall be determined by the City Council. Paid leave will be accrued on a per-pay-period basis and may be used as earned, maintained in a paid leave bank, or cashed out upon separation of

employment. The PTO program will be distinct and separate from the City's normal paid time off program. While there will be no cap on PTO accrual, the City Administrator may place restrictions on the amount of vacation that may be taken annually. The City Council may place restrictions on the amount of vacation the City Administrator may take annually.

PARTICIPATION

n) Effective February 1, 2007, all non-union and union employees that have bargained this benefit into their contracts will have the opportunity to participate in the PTO benefit.

o) Employees who choose not to participate will have the option on an annual basis to switch to the PTO plan during a period of open enrollment. Once the election is made to

convert to the PTO program, employees cannot return to the vacation, sick leave and funeral leave program.

g)p) Employees who choose not to participate in the PTO benefit will continue to accrue sick and vacation time according to those policies.

g)q) All employees hired after February 1, 2007, will participate in the PTO program.

PTO ACCRUAL SCHEDULE

g)r) The accrual schedule for full-time employees is as follows:

1 st year of employment	18 days	144 hours
2 nd year of employment	18 days	144 hours
3 rd year of employment	19 days	152 hours
4 th year of employment	19 days	152 hours
5 th year of employment	20 days	160 hours
6 th year of employment	20 days	160 hours
7 th year of employment	22 days	176 hours
8 th year of employment	22 days	176 hours
9 th year of employment	24 days	192 hours
10 th year of employment	24 days	192 hours
11 th year of employment	26 days	208 hours
12 th year of employment	26 days	208 hours
13 th year of employment	28 days	224 hours
14 th year of employment	28 days	224 hours

15 th year of employment	30 days	240 hours
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CONVERSION

Conversion to the PTO plan is optional for employees hired before February 1, 2007.

Current vacation accruals will be converted 1:1 to the PTO accrual.

Sick balances will be converted to an Extended Medical Bank (EMB) at a 1:1 ratio at the time of PTO election.

At retirement or separation, the value of the EMB will be either placed into a Health Care Savings Plan or paid directly to the employee according to city policy and/or contract language.

EXTENDED MEDICAL BANK

s) EMB hours may only be used after the first 40 consecutive hours of an absence for the employee's serious health condition, or the serious health condition of the employee's child.

Effective August 1, 2013, EMB may also be used for the serious health condition of the employee's adult children, spouse, siblings, parents, grandparents or stepparents.

This use is limited to 160 hours in a year. The forty-hour waiting period shall apply to each separate incident of a serious health condition.

t) For regular part-time employees, the waiting period before becoming eligible to use extended leave pay shall be based on a prorated basis by determining the actual hours the employee is scheduled to work according to the budget.

u) EMB leave shall not be considered as a privilege or vested right which an employee may use at their discretion but shall be considered as a type of insurance which shall be allowed in case of a serious health condition of the employee or the employee's child.

v) Employees shall notify their immediate supervisor or the Human Resources Department on the first day of a qualifying serious health condition. Any employee using EMB leave may be placed on concurrent FMLA leave.

VACATION LEAVE

Policy 6.58

1) POLICY

- a) The vacation year will be the calendar year, and each employee will earn vacation computed on a biweekly basis, or every two weeks. Employees are encouraged to take consecutive days rather than one day at a time.
- b) During the first six months of the probationary period new hire employees will not be entitled to vacation leave. After completion of the first six months of the probationary period, the employee will be entitled to vacation leave accrued from the start of employment.
- c) The vacation schedule for full-time employees is as follows:

1 st year of employment	10 days	80 hours
2 nd year of employment	10 days	80 hours
3 rd year of employment	11 days	88 hours
4 th year of employment	12 days	96 hours
5 th year of employment	15 days	120 hours
6 th year of employment	15 days	120 hours
7 th year of employment	16 days	128 hours
8 th year of employment	16 days	128 hours
9 th year of employment	17 days	136 hours
10 th year of employment	17 days	136 hours
11 th year of employment	17 days	136 hours
12 th year of employment	18 days	144 hours
13 th year of employment	18 days	144 hours
14 th year of employment	19 days	152 hours
15 th year of employment	20 days	160 hours
16 th year of employment	21 days	168 hours
17 th year of employment	22 days	176 hours
18 th year of employment	23 days	184 hours
19 th year of employment	24 days	192 hours
20 th year of employment	25 days	200 hours

- d) Request for vacation leave must be initiated on forms submitted to the department director and the City Administrator, as appropriate, at least two weeks prior to anticipated vacation absences. Exceptions to this policy are granted on a very limited basis, taking into consideration the good of the service provided by the city.
- e) If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given the choice of vacation period if the employee's request is made thirty (30) days prior to the vacation time desired. When requests are made less than thirty (30) days prior to the vacation time desired, vacation will be granted on a first-come, first-serve basis.

f) Except as specifically approved in writing by the City Administrator and the City Council, employees will not be allowed to carry over more than the number of hours they earned in the two previous calendar years for vacation leave.

g) Any employee leaving city employment in good standing, after giving proper notice of such termination of employment, will be compensated for vacation leave accrued up to the maximum amount permitted and unused to the date of separation. An employee who leaves employment will be given prorated vacation pay for that part of the year worked.

g)h) *In good standing means an employee meets all of the following requirements at the time of separation from employment: 1. Employee must provide a written resignation notice to their supervisor, at least 14 days before the last day of employment (30 days for department heads); 2. All equipment issued for employee's use must be accounted for; 3. The employee's separation from employment must be voluntary and not as a result of discipline. The employer, in its sole discretion, may waive the requirement to provide 14 (or 30) days' notice.*

h)i) No employee will be permitted to waive vacation leave for the purpose of receiving double pay.

i)j) Employees using earned vacation leave will be considered to be working for the purpose of accumulating vacation.

SEPARATION PAY

Policy 6.67

1) POLICY

- a) Separation pay will be paid to full-time employees based upon the following schedule.
 - i) After 5 years of full-time service, 35% of the employee's unused sick leave or EMB, up to a maximum of 960 hours.
 - ii) After 10 years of full-time service, 45% of the employee's unused sick leave or EMB, up to a maximum of 960 hours.
 - iii) After 15 years of full-time service, 55% of the employee's unused sick leave or EMB, up to a maximum of 960 hours.

b) Separation pay under this section will only be granted to an employee who leaves city employment in good standing.

~~b)~~c) *In good standing means an employee meets all of the following requirements at the time of separation from employment: 1. Employee must provide a written resignation notice to their supervisor, at least 14 days before the last day of employment (30 days for department heads); 2. All equipment issued for employee's use must be accounted for; 3. The employee's separation from employment must be voluntary and not as a result of discipline. The employer, in its sole discretion, may waive the requirement to provide 14 (or 30) days' notice.*

~~c)~~d) Separation pay under this section will be granted to an employee permanently laid off by the city who meets the service requirements set forth in (a) above. Employees temporarily laid off are not eligible for separation pay.

~~d)~~e) An eligible employee's separation pay will be paid to the employee's designated beneficiary upon the employee's death.

f) Only service with the city will be counted toward the time required for a person to be eligible for separation pay. Separation pay is to be based on the employee's hourly wage rate on the date of separation from employment based on the wage schedule in effect on that date. Eligible employees must leave the service in good standing and give the employer at least 14 days written notice of resignation.

~~e)~~ _____



Date: 7/6/2026

**Agreement with Minnesota Department of Natural Resources for Local Trail Connections
Grant for the Lake Marion Greenway Trail Construction from Ritter Farm Park to
Casperson Park**

Proposed Action

Staff recommends adoption of the following motion: Move to Approve an Agreement with Minnesota Department of Natural Resources for Local Trail Connections Grant for the Lake Marion Greenway Trail Construction from Ritter Farm Park to Casperson Park

Overview

The construction of the Lake Marion Greenway project is a joint partnership between the City and Dakota County. The project includes construction and improvements to trail connectivity from downtown Lakeville to Ritter Farm Park. Once completed, the greenway will travel 20 miles through Burnsville, Credit River Township, Farmington, Lakeville and Savage.

The total cost of the Lakeville portion of the greenway is an estimated \$3.6 million and funding is being provided through a number of sources. Staff has applied for several grant opportunities and the project has been awarded \$250,000 from the MN DNR through the 2025 Local Trail Connections Program. The funding will be applied to constructing a new trail segment between Ritter Farm and Casperson Parks and some trail improvements. Construction of the project is set to begin after July 1 and must be completed by June 30, 2027 as stipulated in the attached award letter from the MN DNR.

Supporting Information

1. 2025 Local Trail Connections Program Grant Award Letter Dated June 30, 2025

Financial Impact: \$250,000.00 Budgeted: Yes Source: Grant Award Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
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Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

June 30, 2025

Joe Masiarchin, Parks and Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Joe Masiarchin,

RE: City of Lakeville, Project #C005-25-3B
Lake Marion Greenway Trail_Ritter Farm Park to Casperson Park

Congratulations,

I am writing in regard to the above referenced project that has been awarded a 2025 Local Trail Connections Program grant totaling \$250,000 To develop new trails and reconstruct existing trails between Ritter Farm Park and Casperson Park..

Before you may access your grant funds, you must complete the documentation from **Trail Grant Project Required Documentation Checklist** (attached). The checklist identifies the required approvals from regulatory agencies and contains important information about contacts and addresses for each of the agencies involved in the review and approval. If you have completed a Project Memorandum for this specific project, you may be able to submit that in lieu of some of the documentation requirements. Please contact me for more clarification. Once this documentation is complete, the DNR and your local unit of government must enter into a contractual agreement before you may begin accruing costs associated with your project.

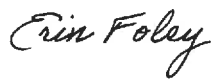
Please remember that no receipts for reimbursement will be honored for your project that precedes a signed contractual agreement between the DNR and your organization. This agreement specifies the terms and conditions of project reimbursement. **Do not incur any costs that you plan to have reimbursed by the grant or included as part of the required cash match until after a fully signed grant contract has been processed for your project.** Be advised that this grant will expire on June 30 2027; the project will need to be completed by that date. Please notify us immediately if you are unable to complete the project by June 30, 2027.

All required forms for both environmental reviews and reimbursement forms for the administration of your grant are available on the Trail Grant Project Administration webpage at: www.dnr.state.mn.us/grants/recreation/grantee.html. Please also review the information under the "Grant expenditures and requests for reimbursement" section for bidding, purchasing, and reimbursement requirements.

Reminder this is a reimbursement grant, so the grant award will be reimbursed to you on a matching basis for eligible costs outlined in the program manual and your application after the project has been completed.

Congratulations again, and if you have any questions regarding the process, please feel free to contact me via email or at (651) 259-5599. Also, please contact us if you are planning a groundbreaking or ribbon cutting ceremony, the DNR is interested in participating.

Sincerely,



Erin Foley, Trail Grants Coordinator
Division of Parks and Trails
(651) 259-5599
erin.foley@state.mn.us

Enclosures

CC: File #C005-25-3B
Rachel Hensen, Trail Area Supervisor, DNR Parks and Trails

LOCAL TRAIL CONNECTIONS OR REGIONAL TRAIL GRANT PROGRAMS REQUIRED DOCUMENTATION CHECKLIST

Project: C005-25-3B

**Project Title: Lake Marion Greenway Trail_Ritter Farm Park to Casperson
Park**

Project Grantee: City of Lakeville

Prior to beginning any construction or accruing any costs that are expected for reimbursement as part of this grant, the following documentation marked “Yes” must be provided to the DNR Grant Coordinator. Once all documentation is received and approved, the DNR will begin the process of entering into a contractual agreement with the grant recipient. Once this contract is fully executed with all final signatures, the DNR will provide notice that you may begin your project. **Any costs accrued prior to the date of the fully executed contract will not be reimbursable as part of the grant.**

Please send all the Grant Program and Environmental Documentation requirements (the applications or approval letters as noted in the instructions below) marked “Yes” on the following pages by the deadline specified in the Grant Award Letter to:

**Erin Foley, Trail Grants Coordinator
DNR Parks and Trails
500 Lafayette Road, Box 39
St. Paul, MN 55155
Phone: (651) 259-5599
Email: erin.foley@state.mn.us**

All required documents must be submitted to the DNR for review and approval. The application forms noted in the checklist below can be found on the Trail Grant Project Administration webpage at <http://www.dnr.state.mn.us/grants/recreation/grantee.html> under Local Trail Connections and Regional Trail grant programs, where corresponding applications and forms can be downloaded. The Grant Coordinator listed above will obtain the final concurrence signature noted on page 4 of the EAS document. Do NOT send the EAS to the Area Supervisor. All required documents must be submitted before the EAS can be reviewed and signed by the Grant Coordinator first. If you are planning on doing a Project Memorandum, contact the Grant Coordinator listed above before you start on any of the Environmental Requirements. Once the final EAS signature is obtained, the Grant Coordinator will have the approval to write a grant contract with the grantee.

As per the award letter, do not incur any costs that you plan to have reimbursed by the grant or included as part of the required cash match until

you have a fully signed contract with the State of Minnesota in front of you.

Grant Program Requirements

Required Documentation to be completed	Description of Requirements – If “YES” is marked next to a requirement, that documentation must be completed and returned to the DNR Parks and Trails before a contract can be written.
No	A RESOLUTION AND/OR LEGAL CERTIFICATION FROM YOUR GOVERNING AUTHORITY: (Sample available on the Project Administration webpage noted on page 1) <u>A resolution must include the following:</u> 1. <u>Accepts the grant</u> in the amount of the award as partial funding for this trail project and recognizes the matching requirement; 2. <u>Names the fiscal agent</u> from your local unit of government for this project. (You MUST include the name of the person, their title, and the correct mailing address.) 3. <u>Assures facility, trail, or equipment will be maintained for no less than 20 years.</u>

Environmental Documentation Requirements

Required Documentation to be completed	Description of Requirements – If “YES” is marked next to a requirement, that documentation must be completed and returned to the DNR Parks and Trails before a contract can be written.
Yes	REQUIRED CERTIFICATION FORM (Form available on the Project Administration webpage noted on page 1): An approval of concurrence from ALL administrators of public lands crossed/utilized by the proposed trail is required. The Certification Form must be signed by all administrator(s) of public lands that are crossed or utilized by your project and which were identified by the grant proposal application. The individual who signs this form must be a representative of the local unit of government/grantee who is an official representative of the public lands being crossed or utilized. The representative has to have the authority to provide permission to use the public lands identified in the grant proposal. For highway rights-of-way see instructions on the form. If more than two signatures are required print additional forms as necessary. Submit this signed form to the DNR Grant Coordinator listed on page one.
Yes	ENDANGERED SPECIES REVIEW (Application Form available on the Project Administration webpage noted on page 1): Review of your project by the Natural Heritage Review Team is required to determine if there are any state-listed endangered, threatened, or special concern species; rare plant communities, or other rare or sensitive ecological resources that may be affected by the project. All requests for a Natural Heritage Review should now be submitted through the Minnesota Conservation Explorer (MCE). Please click on the Help Tab for instructions. Review of your project by USFWS is required to determine if there are any federal -listed endangered, threatened, or special concern species; rare plant communities, or other rare or sensitive ecological resources that may be affected by the project. Information for Planning and Consultation (IPaC) Report provides a list of species and other resources such as critical habitat (collectively referred to as trust resources) under the USFWS’ jurisdiction that are known or expected to be in or near the project area. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project

	may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information. Visit the IPaC Information for Planning and Consultation webpage to initiate review of your project. Submit the approval letters received from the reviews to the DNR Grant Coordinator listed on page one.
Yes	EVIDENCE OF COMPLIANCE WITH WATER AND WETLAND REGULATIONS: (Application form available on the Project Administration webpage noted on page 1) You will need to provide evidence of compliance with water and wetland regulations from one of the following: -The Department of Natural Resources for protected waters (link), -The county Soil and Water Conservation District (SWCD) or local unit of government for Wetland Conservation Law (see note below), -The U.S. Corps of Engineers. The SWCD will direct you as to the appropriate steps to attain compliance. This can be done by filling out a joint form that has been developed by these three interests. The "Minnesota Local/State/Federal Application Forms for Water/Wetland Projects" must be completed and sent to your county Soil and Water Conservation District or local unit of government. Please note: if the local waters authority feel there are no water issues involved, ask them to state that in a letter with how they came to this official determination, and attach it to your EAS Checklist with verification from one of the three authorized entities listed above. Submit the approval letter received to the DNR Grant Coordinator listed on page one.
Yes	EVIDENCE OF COMPLIANCE WITH MINNESOTA ENVIRONMENTAL REVIEW RULES (no application form – see directions below) The Grant Applicant needs to forward documentation of trail project environmental review compliance. This can be accomplished by furnishing a memorandum of staff or contractor analysis, a board resolution or meeting minutes, an Environmental Assessment Worksheet Record of Decision, or an Environmental Impact Statement Adequacy Determination. In short, you will need to provide a letter from the local RGU (which is the local unit of government) officially making the determination that your project can proceed and is in compliance with all EQB rules. In this letter, please identify which exemption(s) and how your project qualifies for this exemption and how this determination was made. The letter should be addressed to the Grant Coordinator listed on page one of this checklist. Projects need to be evaluated for applicability of environmental review under Minnesota Rules, Chapter 4410. Mandatory EAW categories are described at Minnesota Rules, 4410.4300. Exemptions from environmental review are described at Minnesota Rules, 4410.4600. In addition, environmental review is warranted when a project is not exempt under part 4410.4600, and when a governmental unit with approval authority over the proposed project determines that, because of the nature or location of a proposed project, the project may have the potential for significant environmental effects, either in response to a petition or otherwise (MN Rules 4410.1000, Subp. 3A). Submit the letter to the DNR Grant Coordinator listed on page one.



Date: 7/6/2026

Agreement for High Speed Garage Door Replacement at the Police Station

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Twin City Garage Door to install the new high-speed direct-drive door at the Police Station

Overview

The Lakeville Police Station's main garage door has required substantial repairs over the past several years. In addition, the door was recently damaged resulting in additional operational issues. The existing high-speed door operates using a hydraulic system that has become increasingly difficult and costly to maintain. Due to both the age of the equipment and the recurring maintenance issues, staff evaluated options for replacement.

To ensure a reliable and long-lasting solution, staff solicited pricing from two qualified contractors for the installation of a new high-speed, direct-drive garage door. A direct-drive system eliminates the hydraulic components, reducing ongoing maintenance needs and improving overall performance and reliability.

Based on the proposals received, Twin City Garage Door submitted the lowest responsive price for the replacement project. Staff recommends proceeding with Twin City Garage Door to install the new high-speed direct-drive door to ensure continued safe and efficient operations at the Police Station.

Supporting Information

1. Agreement
2. Twin City Garage Door Quote
3. Equipment Installation and Service Quote

Financial Impact: \$29,750.00 **Budgeted:** Yes **Source:** Facility CIP 4017.6520

Envision Lakeville Community Values: Good Value of Public Services

Report Completed by: Tom Breeggemann, Facility Supervisor

AGREEMENT

AGREEMENT made this 6th day of July 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **TWIN CITY GARAGE DOOR** a Minnesota corporation. ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Proposal 467379033 (Exhibit A)

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

2. SCOPE OF SERVICES. The Contractor shall provide the goods, services, and perform the work set forth in the Contract Documents. The Contractor agrees to furnish and install high speed garage door, in the location of Lakeville Police Department, 9237 183rd St W, Lakeville, MN 55044 (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary.

3. COMPENSATION. Contractor shall be paid by the City for the Work in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

4. COMPLETION DATE. The Work must be completed by October 1st 2026.

5. PROMPT PAYMENT TO SUBCONTRACTORS.

A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action

to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

B. Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Burnsville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

6. RIGHTS AND REMEDIES.

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

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

7. CONDITION/INSPECTION/REMEDY.

A. Services shall be subject to inspection by the City.

B. Defective work shall be removed and replaced, or satisfactorily repaired.

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

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

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

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

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

13. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

C. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

E. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this

Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Professional Liability

\$1,000,000 with a deductible maximum of \$125,000.

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

- (i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- (ii) Shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.
- (iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

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

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

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

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

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

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

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

23. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

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

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

Dated: July 6th, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: July 6th, 2026

TWIN CITY GARAGE DOOR

BY: _____
Its _____



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

Proposed by: Caleb Saffrin
Caleb.Saffrin@twincitygaragedoor.us

BILL TO

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044 USA

JOB ADDRESS

Lakeville Police
9237 183rd Street West
Lakeville, MN 55044 USA

ESTIMATE

467379033

ESTIMATE DATE

6/30/2026

Attn: Tom

Description**Total**

Qty: 1 - 18'x11' Hormann Steel Ranger 9000 high speed door

\$29,750.00

Color: RAL9006 (standard)

Operating speeds of up to 45"/sec open, 30"/sec close.

R-value: 8

Direct drive motor with control box, safety light curtain, LED traffic advance lites. All access and exit control reconnected.

Electrician needed for disconnect/reconnect of high voltage. Not provided in this quote.

Tear and haul away old door. Freight included.

Sub-Total:

\$29,750.00

Deposit/Downpayment

\$0.00

Total Price:

\$29,750.00

ACCEPTANCE OF ESTIMATE:

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

Name: _____

Authorization Signature: _____

Purchase Order (if applicable): _____

Signature Date: _____

TERMS & CONDITIONS

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

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

Payment Terms

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

Proposal Validity & Acceptance

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

Scheduling

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

Material Availability

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

Scope of Work & Responsibilities

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

Special Orders & Deposits

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

Limitation of Liability

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

Governing Law; Disputes; Miscellaneous

These terms and conditions are governed by and construed in accordance with the laws of Minnesota and you irrevocably submit to the exclusive jurisdiction and venue of the courts in Minnesota.

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

Site Access & Condition

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

Permits & Regulations

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

Cancellation Policy

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

Acceptance of Estimate

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

Warranty

A one-year limited warranty is provided on materials and workmanship, starting from the installation date. This warranty excludes damage resulting from misuse, improper maintenance, or external causes.

Warranty claims must be submitted in writing within the warranty period. Warranty does not cover damage caused by accidents, misuse, natural disasters, or unauthorized modifications. Manufacturer warranty may vary. Remedies are limited to repair or replacement at our discretion.

Change Orders & Additional Costs

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

Estimate Id 467379033

Estimate Date 6/30/2026



Twin City Garage Door
5601 Boone Avenue North
New Hope, MN 55428 USA
(763) 533-3838
Proposed by: Caleb Saffrin
Caleb.Saffrin@twincitygaragedoor.us

BILL TO

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044 USA

JOB ADDRESS

Lakeville Police
9237 183rd Street West
Lakeville, MN 55044 USA

ESTIMATE
467379033

ESTIMATE DATE
6/30/2026

Attn: Tom

Description

Total

Qty: 1 - 18'x11' Hormann Steel Ranger 9000 high speed door

\$29,750.00

Color: RAL9006 (standard)

Operating speeds of up to 45"/sec open, 30"/sec close.

R-value: 8

Direct drive motor with control box, safety light curtain, LED traffic advance lites. All access and exit control reconnected.

Electrician needed for disconnect/reconnect of high voltage. Not provided in this quote.

Tear and haul away old door. Freight included.

Sub-Total: \$29,750.00

Deposit/Downpayment \$0.00

Total Price: \$29,750.00

ACCEPTANCE OF ESTIMATE:

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

Name: _____

Authorization Signature: _____

Purchase Order (if applicable): _____

Signature Date: _____

TERMS & CONDITIONS

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

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

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

Proposal Validity & Acceptance

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

Scheduling

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

Material Availability

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

Scope of Work & Responsibilities

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

Special Orders & Deposits

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

Limitation of Liability

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

Governing Law; Disputes; Miscellaneous

These terms and conditions are governed by and construed in accordance with the laws of Minnesota and you irrevocably submit to the exclusive jurisdiction and venue of the courts in Minnesota.

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

Site Access & Condition

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

Permits & Regulations

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

Cancellation Policy

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

Acceptance of Estimate

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

Warranty

A one-year limited warranty is provided on materials and workmanship, starting from the installation date. This warranty excludes damage resulting from misuse, improper maintenance, or external causes.

Warranty claims must be submitted in writing within the warranty period. Warranty does not cover damage caused by accidents, misuse, natural disasters, or unauthorized modifications. Manufacturer warranty may vary. Remedies are limited to repair or replacement at our discretion.

Change Orders & Additional Costs

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

Estimate Id 467379033

Estimate Date 6/30/2026

QUOTATION

EQUIPMENT INSTALLATION AND SERVICE INC.
P.O. Box 4550
St. Paul, MN. 55104-5220
(651)283-8642(651)283-8510Fax(651)487-1416

To: City of Lakeville
18400 Ipava Avenue
Lakeville, MN 55044

Attn: Tom Beegemann

We are pleased to quote as follows.

Inquiry # 3319
Date 6/5/26
Terms 30 Days
Unloading By Us
Job Site City of Lakeville
18400 Ipava Avenue
Lakeville, MN 55044

Quantity	Amount
----------	--------

Marathon Hydrarol 109LP Door:

- 1 18' wide x 11' 1" high 109LP Hydrarol Door (Squad Garage Door).

The above door is to include the following options:

Gray insulated aluminum slats
6' high Safety Light Curtains to replace point to point Photo-eyes
Voltage TBD, 3-Phase 60-Hz
Masonry mount framing with galvanized covers
(2) Push Button Open/Close/E-Stop, Control Box E-Stop Button and floor loop module.

Removal of existing Squad Garage Doors:

- 1 Removal and off site disposal of 18' x 11'1" Hydrarol Door and components

Installation of New 109LP Marathon Hydrarol Door:

- 1 Installation of new 18' x 11'1" 109LP Hydrarol Door onto Steel Jams.

Installation to include the following:

Unloading of new door onsite.
Forklift/scissor lift rental and delivery at ground level.
Return trips for adjustments of door after electrical installation is completed.
Dumpster for off site disposal of crate materials for new doors to be provided by us.

Notes:

All electrical components to be mounted and connected by others and is not included in total cost(including low voltage).
All existing activation devices(Loop Detectors,Card Readers,Etc.) to be re-used and connected to new controls by others.
Traffic in and out of door opening to be rerouted during installation process.
Installation is to be completed during normal business hours.

Options not included in Total Cost:

- 1 Add \$3,150.00 for Galvanized Barrel and Motor Shrouds onto 18' x 11'1" Door (includes installation).

Freight Estimate:

Included in total up to \$4,325.00. Due to current volatility of the transportation industry and fuel costs, freight estimates are subject to change at the time of order shipment

Total Cost: \$56,060.00

AUTHORIZED SIGNATURE

This quote is contingent upon our availability to schedule the work. Materials must be on site at the predetermined time, and the work area must be installation-ready (clear of product, equipment, lights, pipes, etc.) or return trips will be charged. You will be charged for any trips and labor over and above what is specified in this quote. Customer agrees to pay all collection costs including attorney fees.



Date: 7/6/2026

Crystal Lake Education Center Site Improvement Performance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement for Crystal Lake Education Center.

Overview

ISD #194 has submitted site plans for improvements to the west parking lot at Crystal Lake Education Center, located at 16250 Ipava Avenue, at the southeast corner of Ipava Avenue and Isleton Way (CSAH 46). Changes to the parking lot are to improve the flow of vehicles dropping off and picking up students and will require vehicles leaving the site to go north on Ipava Avenue; vehicles leaving the school will no longer be able to go south on Ipava Avenue.

Revisions to the parking lot require the addition of a stormwater management basin, which necessitates City Council approval of a Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA). The site improvements comply with Zoning Ordinance requirements and are approved by City staff.

Supporting Information

1. Signed Site Improvement Performance Agreement
2. Signed Stormwater Maintenance Agreement
3. June 17, 2026 Engineering report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: High-Quality Education Report Completed by: Kris Jensen, Planning Manager

(reserved for recording information)

**SITE IMPROVEMENT PERFORMANCE
AGREEMENT**
CRYSTAL LAKE EDUCATION CENTER

AGREEMENT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **INDEPENDENT SCHOOL DISTRICT NO. 194**, a Minnesota public school corporation ("Developer").

1. BACKGROUND.

A. The Developer has submitted to the City a Site Plan for property in the City of Lakeville, Minnesota, on property legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property").

B. The development of the Subject Property includes the construction of one parking lot, installation of ADA compliant and accessible ("Improvements").

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

3. PLANS. The Subject Property shall be developed in accordance with the following plans which are on file with the City. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Site Plan

Plan B – Grading and Drainage Plan

Plan C – Utility Plan

Plan D – Landscape Plan

Plan E – New Building Floor Plan

Plan F – New Building Elevations Plan

Plan G – Lighting Photometric Plan

Plan H – Traffic Control Plan

No work can occur outside of the areas indicated on the plans without modifying this Agreement or obtaining a separate grading permit.

4. EROSION CONTROL. The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

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

The MS4 Administration Fee has not been collected on the parent parcel and is due with the site plan.

\$291,559.33	x 2%	= \$5,831.19
Grading Cost	2026 Rate	MS4 Administration Fee
Crystal Lake EC		Crystal Lake EC

5. LICENSE. Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City in conjunction with site development. This license shall expire upon the issuance of a certificate of occupancy for the Subject Property.

6. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue.

7. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

8. DRAINAGE AND GRADING. As and to the extent required for the installation of the Improvements, Developer (or its agents, employees, or contractors) shall grade the Subject Property in accordance with the approved Grading, Drainage and Erosion Control Plan. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading necessary for the installation of the Improvements and final establishment of ground cover or temporary stabilization approved by the City (unless and to the extent otherwise permitted hereunder), the Developer shall provide the City with an "as constructed" plan certified by a registered land surveyor or engineer that all Improvements have been constructed pursuant to the applicable, approved plans.

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

If the final "as constructed" plan for the Improvements is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the Improvements and submission of the "as constructed" plans for the Improvements, the security, less any draw made by the City, shall be released.

This site contains greater than one acre of site disturbance and is considered a part of common development greater than one acre. 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.

11. TREE PRESERVATION. The site demolition plan indicates the removal of 5 ash trees as part of construction. Ash trees are exempt from the requirements of the tree preservation ordinance and do not require replacement planting if removed. All remaining trees are to be protected during construction following the requirements of the tree preservation ordinance 11-21-11. The site plan indicates three new trees will be planted to provide additional screening of the parking lot area.

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

13. STORM SEWER. The Developer shall construct one privately owned and maintained stormwater management basin to collect and treat the stormwater runoff generated from the site. The basin will outlet to the storm sewer system in Ipava Avenue. The Developer shall enter into a Stormwater Maintenance Agreement with the City in a recordable form approved by the City, for the stormwater system prior to 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 is in compliance with City Ordinance requirements.

Draintile construction is required in areas of non-granular soils for the parking lot sub-cuts. 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.

14. SANITARY SEWER. The site is located within subdistricts CL-44000 of the Crystal Lake sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

No alterations to the existing sanitary sewer service are proposed with the site plan.

15. WATERMAIN. No alterations to the existing water service are proposed with the site plan.

16. PARKS, TRAILS, AND SIDEWALKS. The City's Parks, Trails and Open Space Plan does not designate a park within this site.

The Developer shall construct an ADA compliant and accessible refuge island between the existing public trail and driveway and post a \$10,000.00 security to ensure installation of the refuge island.

16. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$8,655.00 landscaping security to ensure that the landscaping is installed in accordance with the approved plan.

17. SPECIAL PROVISIONS. The following special provisions shall apply to this Agreement:

- A. The Subject Property shall be developed according to the plans approved by the City.
- B. The Developer shall submit the site and construction drawings in an electronic format. The electronic format shall be in .pdf and either a .dwg file (AutoCAD) or
- C. The Developer shall pay a cash fee for City Engineering Administration based on three percent (3.00%) of the estimated construction, or \$9,196.78.

18. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow or letter of credit, in the form attached hereto, from a bank ("Security") for \$350,468.46 prior to City Council execution of this Agreement. The amount of the Security is calculated as follows:

CONSTRUCTION COSTS:

Driveway ADA Improvement	\$10,000.00
Storm Sewer Connection	5,000.00
Grading, Erosion Control, and Restoration	<u>291,559.33</u>
CONSTRUCTION SUB-TOTAL	<u>\$306,559.33</u>

OTHER COSTS:

Developer's Design (3.0%)	\$9,196.78
Developer's Construction Survey (2.5%)	7,663.98
City's Legal Expense (0.5%)	1,532.80
City Construction Observation (5.0%)	15,327.97
Developer's Record Drawing (0.5%)	1,532.60
Landscaping	<u>8,655.00</u>

OTHER COSTS SUB-TOTAL

43,909.13

TOTAL PROJECT SECURITIES:

\$350,468.46

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City Administrator. The City may draw down the Security, on five (5) business days prior written notice to the Developer, for any violation of the terms of this Agreement or without notice if the Security is allowed to lapse prior to the end of the required term. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

20. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished by the Developer prior to issuance of a building permit.

A.	MS4 Administration Fee	\$5,831.19
B.	City Engineering Administration (3.00%)	<u>9,196.78</u>
	SUBTOTAL CASH REQUIREMENTS	\$15,027.97

21. RESPONSIBILITY FOR COSTS.

A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site

approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees. Notwithstanding anything contained within this Section 21(B), Developer shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

22. MISCELLANEOUS.

A. Third parties shall have no recourse against the City under this Agreement.

B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

D. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Subject Property; that there are no unrecorded interests in the Subject Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

E. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

F. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and certificates of occupancy, and the halting of all work on the Subject Property.

G. The Developer represents to the City that the development complies with all City, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the development does not comply, the City may, at its option, refuse to allow construction or development work in the development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

23. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than ten (10) days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

24. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 17630 Juniper Path, Suite A, Lakeville, MN 55044. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville,

Minnesota 55044.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

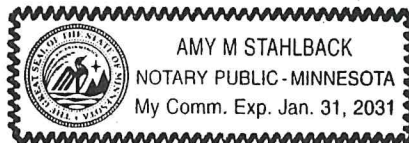
**DEVELOPER:
INDEPENDENT SCHOOL DISTRICT NO. 194**

By: Bill Holmgren
Bill Holmgren
Its Executive Director of Business Services

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 30 day of June, 2026,
by Bill Holmgren, the Executive Director of Business Services of **Independent School District No. 194**, a
Minnesota public school corporation, on behalf of said entity.

Amy M Stahlback
Notary Public



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT

Legal Description

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **INDEPENDENT SCHOOL DISTRICT NO. 194**, a Minnesota public school corporation (the ("Owner")) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the ("City")).

RECITALS

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to develop the Property, and has requested approval of the site plan for the proposed development; and

C. The final site plans for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over portions of the Property (the "Easement Areas") legally described and depicted on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances

built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary (“Inspection Report”).

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and

maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. **Reimbursement of Costs.** The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

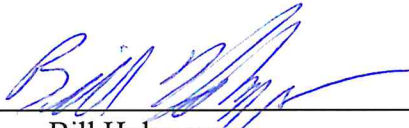
To the Owner: Independent School District No. 194
17630 Juniper Path, Suite A
Lakeville, MN 55044

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

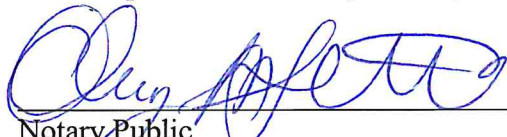
9. **Successors/Covenants Run with Property.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

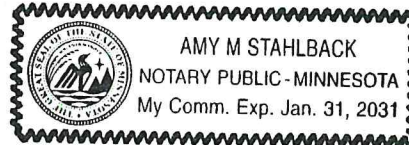
**OWNER:
INDEPENDENT SCHOOL DISTRICT
NO. 194**

By: 
Bill Holmgren
Its Executive Director of Business Services

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 30 day of June, 2026, by Bill Holmgren, the Executive Director of Business Services of **Independent School District No. 194**, a Minnesota public school corporation, on behalf of said entity.


Notary Public



CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.



Memorandum

To: Kris Jenson, Planning Manager

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: June 17, 2026

Subject: Crystal Lake EC Site Plan

- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Independent School District #194 has submitted a site plan application named Crystal Lake EC Site Plan. The proposed site plan is located east of and adjacent to Ipava Avenue, south of and adjacent to Isleton Way (CSAH 46), and north of and adjacent to 165th Street. This property is a metes and bounds parcel (PID 220050027020) and is zoned P/OS (Public and Open Space).

The site plan proposes construction of one parking lot on 23.37 acres.

The proposed development will be completed by:

Developer:	Independent School District #194
Engineer/Surveyor:	Larson Engineering, Inc

SITE CONDITIONS

The site consists of an existing school and parking lot. The parking lot drains from the south to the north and is captured in the storm sewer system within the lot and drains towards Ipava Avenue.

STREET AND SUBDIVISION LAYOUT

Ipava Avenue

Ipava Avenue is identified as an arterial-minor in the City's Transportation Plan. The site proposes utilizing and improving two existing accesses from Ipava Avenue.

Private Parking Lot

Development includes the construction of privately owned and maintained parking lot.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within this site.

Development does not include the construction of public trails and sidewalks. Development does include the construction of a refuge island along a public trail. The refuge shall be constructed as ADA compliant and accessible.

UTILITIES

SANITARY SEWER

The site is located within subdistricts CL-44000 of the Crystal Lake sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

No alterations to the existing sanitary sewer service are proposed with the site plan.

WATERMAIN

No alterations to the existing water service are proposed with the site plan.

DRAINAGE AND GRADING

This site is located within subdistricts CL-049 and CL-052 of the Crystal Lake 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 the storm sewer system in Ipava Avenue. The Developer shall sign a stormwater maintenance agreement for the stormwater system prior to 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 is in compliance with City Ordinance requirements.

This site contains greater than one acre of site disturbance and is considered a part of common development greater than one acre. 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.

STORM SEWER

The site includes the construction of privately owned and maintained storm sewer systems. Storm sewer 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 soils for the parking lot sub-cuts. 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.

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0184E; 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 site located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands in the project area.

TREE PRESERVATION

The site demolition plan indicates the removal of five ash trees as part of construction. Ash trees are exempt from the requirements of the tree preservation ordinance and do not require replacement planting if removed. All remaining trees are to be protected during construction following the requirements of the tree preservation ordinance 11-21-11. The site plan indicates three new trees will be planted to provide additional screening of the parking lot area.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

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

The MS4 Administration Fee has not been collected on the parent parcel and is due with the site plan.

\$291,559.33	x 2%	= \$5,831.19
Grading Cost Crystal Lake EC	2026 Rate	MS4 Administration Fee Crystal Lake EC

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to the site. Construction costs are based upon a cost estimate submitted by the Developer's contractor on June 22, 2026.

CONSTRUCTION COSTS

Driveway ADA Improvement	\$ 10,000.00
Storm Sewer Connection	5,000.00
Grading, Erosion Control and Restoration	291,559.33
SUBTOTAL - CONSTRUCTION COSTS	\$ 306,559.33

OTHER COSTS

Developer's Design (3.0%)	\$ 9,196.78
Developer's Construction Survey (2.5%)	7,663.98
City's Legal Expense (0.5%)	1,532.80
City Construction Observation (5.0%)	15,327.97
Developer's Record Drawing (0.5%)	1,532.60
Landscaping	8,655.00
SUBTOTAL - OTHER COSTS	\$ 43,909.13
TOTAL PROJECT SECURITY	\$ 350,468.46

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 \$9,196.78.

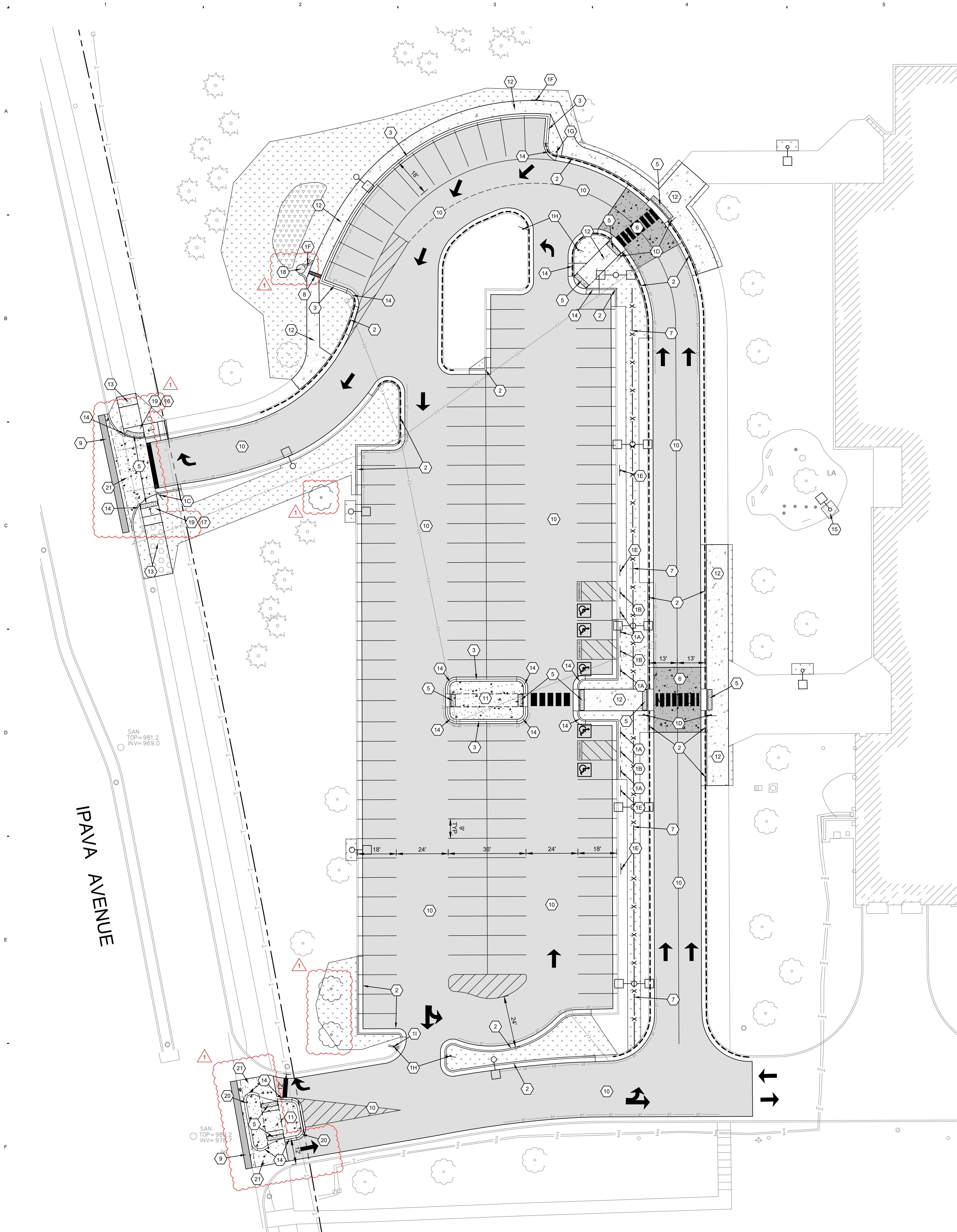
CASH REQUIREMENTS

MS4 Administration Fee	\$5,831.19
City Engineering Administration (3.00%)	9,196.78
TOTAL CASH REQUIREMENTS	\$ 15,027.97

RECOMMENDATION

Engineering recommends approval of the site plan, grading and erosion control plan, and utility plan for Crystal Lake EC Site Plan, subject to the requirements and stipulations within this report.

MN



SYMBOL LEGEND

- BITUMINOUS PAVEMENT, DETAIL 1/C500
- CITY STREET BITUMINOUS PAVEMENT, MATCH EXISTING SECTION
- BITUMINOUS TRAIL PAVEMENT, DETAIL 11/C500
- NEW STANDARD DUTY CONCRETE PAVEMENT WITH SAND SECTION, DETAIL 3/C500
- NEW HEAVY DUTY RAISED PEDESTRIAN WALKWAY, DETAIL 9/C500
- NEW STANDARD DUTY CONCRETE PAVEMENT, DETAIL 2/C500
- NEW/SALVAGED 4" TOPSOIL AND RESIDENTIAL TURFGRASS SEED
- NEW STORMWATER PLANTING MEDIUM AND WET DITCH SEED MIX
- NEW LANDSCAPE FABRIC AND 4" SHREDDED HARDWOOD MULCH (MATCH EXISTING)

NEW LIGHT POLE, SEE ELECTRICAL

PAVEMENT MARKINGS (WHITE)

CURB PAINT (YELLOW)

NEW 2.5" Ø NORTHWOOD MAPLE (3 TOTAL)
DETAIL 12/C500

STALL COUNT SUMMARY

EXISTING PARKING LOT: 119 STALLS
PROPOSED PARKING LOT: 137 STALLS

KEY NOTES

- 1 NEW PARKING SIGN AND POST, DETAIL 8/C500
 - A: ADA PARKING
 - B: ADA ACCESS AISLE
 - C: DO NOT ENTER
 - D: PEDESTRIAN CROSSING
 - E: SALVAGED VISITOR PARKING ONLY WITH ARROW
 - F: STAFF PARKING ONLY WITH ARROW
 - G: BEGIN MERGE
 - H: SALVAGED DO NOT ENTER
 - I: SALVAGED STOP SIGN
- 2 NEW B624 CONCRETE CURB AND GUTTER, DETAIL 4/C500
- 3 NEW SURMOUNTABLE CURB AND GUTTER, DETAIL 5/C500
- 4 NEW CONCRETE VALLEY GUTTER, DETAIL 6/C500
- 5 NEW TRUNCATED DOMES, DETAIL 7/C502
- 6 NEW RAISED PEDESTRIAN WALKWAY, DETAIL 9/C500
- 7 NEW ORNAMENTAL FENCE, DETAIL 10/C500
- 8 NEW TRENCH DRAIN, DETAIL 3/C501
- 9 NEW CITY STREET BITUMINOUS PAVEMENT, MATCH EXISTING SECTION
- 10 NEW BITUMINOUS PAVEMENT, DETAIL 1/C500
- 11 NEW STANDARD DUTY CONCRETE PAVEMENT WITH SAND SECTION, DETAIL 3/C500
- 12 NEW STANDARD DUTY CONCRETE PAVEMENT, DETAIL 2/C500
- 13 NEW BITUMINOUS TRAIL PAVEMENT, DETAIL 2/C503
- 14 TRANSITION CURB
- 15 NEW LANDSCAPE FABRIC AND 4" OF SHREDDED HARDWOOD MULCH, REPLACE LANDSCAPE EDGING AS NEEDED. (MATCH EXISTING)
- 16 DEPRESSED CORNER MNDOT CURB RAMP, DETAIL 1/C502
- 17 STANDARD ONE-WAY DIRECTION MNDOT CURB RAMP, DETAIL 2/C502
- 18 NEW RAIN GUARDIAN, DETAIL 14/C500
- 19 NEW CITY CONCRETE WALK, DETAIL 3/C503
- 20 NEW CITY CURB AND GUTTER, DETAIL 1/C503
- 21 NEW CITY DRIVEWAY ENTRANCE, DETAIL 5/C503

PARKING LOT IMPROVEMENTS
CRYSTAL LAKE EDUCATION CENTER

16250 Ipava Avenue
Lakeville, Minnesota 55044

INDEPENDENT SCHOOL DISTRICT #194
17685 Juniper Path, Suite 307
Lakeville, MN 55044

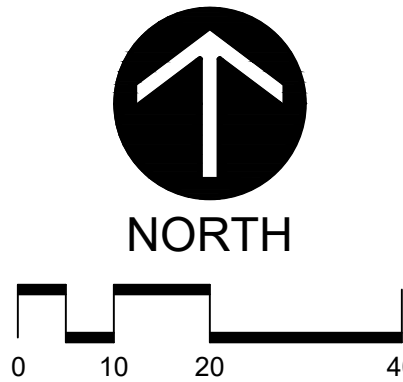


WOLD ARCHITECTS AND ENGINEERS

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Minneapolis, MN 55402
woldae.com | 612.772.9025

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
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www.larsonengr.com

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I hereby certify that this plan, specifications 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.

Nathan Nohner, P.E.

Date: 03.18.2026 Lic. No.: 58667

Description	Revisions	
	Date	Num
Proposal Request #1	June 5, 2026	1

Comm: 12256160.000

Date: 03.18.2026

Drawn: NJN

Check: MTH

SITE PLAN

Scale: As indicated

C200



Date: 7/6/2026

9446 210th Street - Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow accessory buildings to exceed the 1,500 gross square feet maximum allowed in the RS-2, Single Family Residential District and adopt the findings of fact.

Overview

Michael Moe of 9446 210th Street has applied for a conditional use permit to allow the gross square feet of accessory building space to exceed the 1,500 square foot maximum allowed in the RS-2, Single Family Residential District. The property is 2.18 acres in area and includes a single-family home with an attached two-car garage and a detached accessory building (32 foot by 50-foot building with an eight foot by 50 foot lean-to). The applicant is proposing to convert the existing attached two car garage into living space and add a 34 x 28-square foot three-car attached garage. The combined accessory building area is currently 2,462 square feet, and with an approved CUP, would increase to 2,952 square feet. City Code Section 11-18-9.D. allows additional accessory building square footage with a conditional use permit.

The Planning Commission held a public hearing on the CUP application at its June 25, 2026 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. CUP-FindingsOfFact-PCMinutes
2. Planning Report + Exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT NO. 26-_____
MICHAEL MOE – 9446 210TH STREET**

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow accessory buildings to exceed 1,500 gross square feet in the RS-2, Single Family Residential District.:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

The North 380 feet of the West 250 feet of the Northwest 1/4 of the
Northwest 1/4, Section 32, Township 114, Range 20 in the City of Lakeville,
Dakota County, Minnesota

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a) The garage addition shall be constructed in the location identified on the site plan approved with this conditional use permit.
 - b) The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
 - c) No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
 - d) A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

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: July 6, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **6th** day of **July 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
9446 210th St.

FINDINGS OF FACT AND DECISION

On June 25, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider a conditional use permit to allow the total accessory building area to be greater than 1,500 square feet in the RS-2, Single Family Residential District on property located at 9446 210th Street. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak.

Therefore, the City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is currently zoned RS-2, Single Family Residential District.
2. The property is located in Planning District No. 4 of the 2040 Comprehensive Plan, which guides the property for single family residential use and is located in the Low-Density Residential District of the Comprehensive Plan.
3. The legal description of the property is:

The North 380 feet of the West 250 feet of the Northwest 1/4 of the Northwest 1/4, Section 32, Township 114, Range 20 in the City of Lakeville, 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 single-family home and proposed attached three-car garage on the 2.18 acre property are consistent with the RS-2 District zoning of the property and District 4 recommendations of the 2040 Comprehensive Plan.

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

Finding: Provided compliance with the conditional use permit, the proposed building addition will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.

Finding: The proposed size of the detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this conditional use permit.

- 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 current MUSA but is not served by existing public services. The proposed garage addition will have no impact on the City's service capacity.

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

Finding: The proposed attached three-car garage will not overburden the streets serving the property.

5. The report dated June 11, 2026 and prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

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

DATED: July 6, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
PORTION OF
PLANNING COMMISSION MEETING MINUTES**

Item 5.a. 9446 210th Street

June 25, 2026

5a. 9446 210th Street - CUP

Chair Zimmer opened the public hearing to consider the application of Michael M. Moe for a conditional use permit to allow the maximum combined accessory building square footage to exceed 1,500 gross square feet in the RS-2, Single-Family Residential District.

Michael Moe introduced the project.

Senior Planner Heather Botten presented the staff report. The property is 2.18 acres and includes a single-family home with an attached two-car garage and a detached 2,000 square foot accessory building. In 1989, CUP #89-17 was approved to allow the detached accessory building on the property.

The applicant is proposing to convert the existing attached garage into living space and add a 952 square foot three-car attached garage. The combined accessory building area is currently 2,462 square feet, and if the CUP is approved, the combined accessory building area would increase to 2,952 square feet. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by conditional use permit.

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 Traffas, seconded by Swaney to close the public hearing at 6:06 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson expressed support for the project.

Motion was made by Swenson, seconded by Einck to recommend to City Council approval of the conditional use permit to allow the maximum combined accessory building square footage to exceed 1,500 gross square feet in the RS-2, Single Family Residential District and the findings of fact, subject to the following stipulations:

1. The garage addition shall be constructed in the location identified on the site plan approved with this conditional use permit.
2. The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
4. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Ayes: Traffas, Duckworth, Zimmer, Einck, Swaney, Swenson, Tinsley

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: June 11, 2026
Subject: Packet Material for the June 25, 2026 Planning Commission Meeting
Agenda Item: 9446 210th Street - Conditional Use Permit
Application Action Deadline: August 1, 2026

INTRODUCTION

Michael M. Moe of 9446 210th Street has applied for a conditional use permit (CUP) to allow the gross square feet of accessory building space to exceed the 1,500 gross square feet allowed in the RS-2, Single Family Residential District. The property is 2.18 acres and includes a single-family home with an attached two-car garage and a detached accessory building (32 foot by 50 foot building with an eight foot by 50 foot lean-to attached to the south side of the building). In 1989, CUP #89-17 was approved to allow the detached accessory building on the property.

The applicant is proposing to convert the existing attached two car garage into living space and add a 34 x 28-square foot three-car attached garage. The combined accessory building area is currently 2,462 square feet, and if the CUP is approved, the combined accessory building area would increase to 2,952 square feet. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by conditional use permit.

The following exhibits are attached for your review:

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Building Elevation

SITE ANALYSIS

Consistency with the Comprehensive Plan. The property's single family land use is consistent with the low-density residential land use identified on the 2040 Land Use Plan and Planning District 4 recommendations of the 2040 Comprehensive Plan.

Existing Conditions. A single-family home was constructed on the property in 1955, with the detached accessory building built in 1990. The site plan included with CUP #89-17 indicates that the proposed accessory building would be located about 36 feet from the rear property line but when constructed it was placed further south, near the rear property line. There's no information in the file to indicate why the change was made or what the minimum setback was at that time, though the applicant speculates that the building may have shifted south to avoid impacting the septic system. Because there is no change proposed to the accessory structure, it doesn't impact the ability for a new garage to be added to the home.

Adjacent Land Uses. The subject property is zoned RS-2, Single Family Residential District. The property is located within a developed neighborhood, with RS-3, Single-Family Residential zoning to the west and to the north, across 210th Street, and RS-2, Single-Family Residential zoning to the south and east.

Setbacks. The following minimum RS-2 District building setback requirements pertain to the existing home as well as the proposed garage addition:

Front Yard: 30 feet
Rear Yard: 30 feet
Side Yards: 15 feet

The existing home and proposed garage addition meet the RS-2 District setback requirements.

Accessory Building Use. As noted previously, a CUP was approved in late 1989 for the accessory structure. The stipulations of the CUP, including that no commercial or home occupation activities are conducted on the property and the storage building shall not be used for storage of commercial vehicles or for rental purposes, are still in effect.

Driveway Surfacing. The current driveway will provide access to the garage addition, complying with code requirements. Any expansion of the driveway to accommodate the new garage must be a hard surface such as asphalt, concrete, cobblestones, or pavers.

Building Materials The garage addition is proposed to have LP horizontal siding on the front and vinyl horizontal siding on the side and rear, consistent with other homes in the neighborhood. The proposed colors shall be consistent and complimentary to the existing home on the property.

CONDITIONAL USE PERMIT ANALYSIS

The Zoning Ordinance allows the accessory building area requirements to be exceeded by conditional use permit subject to the following criteria as listed in Section 11-18-5:

- A. **There is a demonstrated need and potential for continued use of the structure for the purpose stated.**

Adding a three-car garage to a single-family home is consistent with other homes in the neighborhood. The existing garage will be converted to living space in conjunction with the construction of the new garage. Properties in the RS-2 District are allowed combined accessory buildings totaling 1,500 square feet unless a conditional use permit is approved to exceed that amount.

- B. **No accessory building or private garage shall be utilized for all or a portion of a home occupation, for commercial activities or for commercial storage.**

The applicant has stated the garage addition is for personal use. No home occupation or storage of commercial vehicles or equipment is allowed in any accessory building on the property.

- C. **The accessory building has an evident reuse or function related to a single-family residential environment in urban service areas or hobby farm environment in nonurban service areas of the city.**

An attached, three-car garage is a typical part of a single-family home in the urban service area.

- D. **Detached accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety, and general welfare.**

N/A; the proposed accessory building will be attached to the existing single-family home.

- E. **The performance standards and criteria of section 11-4-7 of this title shall be considered and a determination made that the proposed activity is in compliance with such criteria.**

The provisions of section 11-4-7 of the Zoning Ordinance (Conditional Use Permits) have been considered and satisfactorily met. Please refer to the attached findings of fact.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow accessory structures greater than 1,500 square feet in the RS-2 District located at 9446 210th Street, subject to the following stipulations:

1. The garage addition shall be constructed in the location identified on the site plan approved with this conditional use permit.
2. The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
4. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Findings of Fact are attached for consideration.



INDEPENDENCE AVE

210TH ST

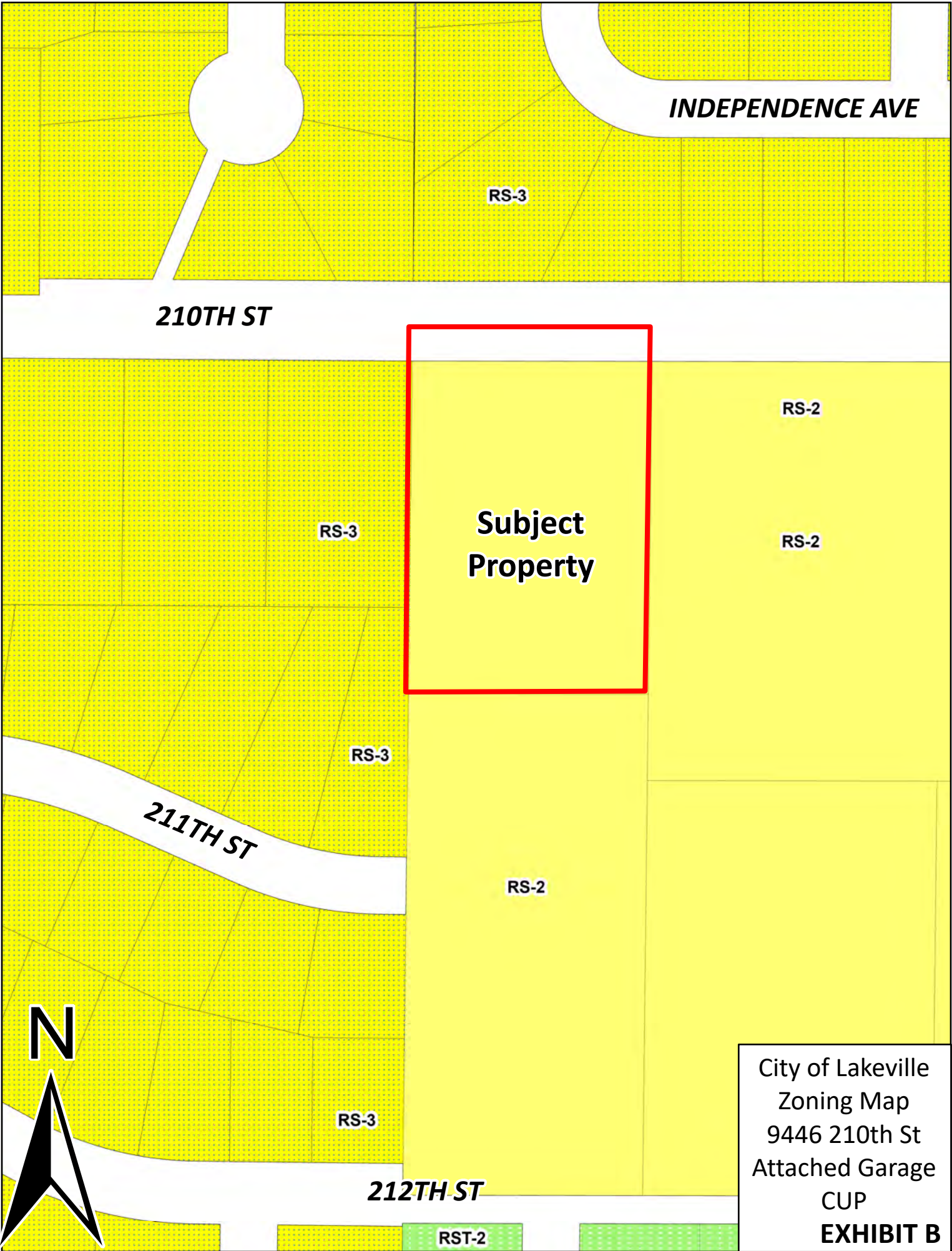
**Subject
Property**

211TH ST

212TH ST

N

City of Lakeville
Location Map
9446 210th St
Attached Garage
CUP
EXHIBIT A



INDEPENDENCE AVE

RS-3

210TH ST

RS-2

**Subject
Property**

RS-2

RS-3

RS-3

211TH ST

RS-2

RS-3

212TH ST

RST-2

City of Lakeville
Zoning Map
9446 210th St
Attached Garage
CUP

EXHIBIT B



EXHIBIT C



EXHIBIT D

Remodel For:

Mike & Krysia Moe

Mailing Address ; 20678Frost Ct. Lakeville Mn. 55044

Jobsite Address:

9446 210th St. W. Lakeville Mn. 55044



Date: 7/6/2026

9475 212th Street - Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow the gross square feet of accessory buildings to exceed 1,500 square feet and for the detached accessory structure to exceed 15 feet in height and adopt the findings of fact.

Overview

Andrew and Heidi Knight of 9475 212th Street have applied for a conditional use permit to allow the gross square feet of accessory building space to exceed the 1,500 square foot maximum and for a detached accessory structure to exceed 15 feet in height allowed in the RS-2, Single Family Residential District.

The property is 3.0 acres in area and currently undeveloped. The applicant intends to construct a single-family home on the site, with an attached 1,026 square foot garage and a 30 x 50-foot detached garage. The combined areas of the accessory buildings would total 2,526 square feet in area. The applicant has also requested that the detached accessory structure be able to exceed the 15-foot height limit of the RS-2 District. The applicants have a camper that requires a 14-foot-tall door for access, which requires 16-foot-tall sidewalls. With the pitch of the roof, the measured height is about 21 feet, 26 feet to the peak of the roof. The property is currently undeveloped; it is heavily wooded and slopes from west to east dropping nearly 20 feet across the property.

The Planning Commission held a public hearing on the CUP application at its June 25, 2026 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. CUP-FindingofFact-PCMinutes
2. Planning Report+Exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner
--

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-_____
9475 212th STREET - KNIGHT

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow the accessory buildings to exceed 1,500 gross square feet and for the detached accessory structure to exceed 15 feet in height in the RS-2, Single Family Residential District.:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

The West 250 feet of the South 523 feet of the North 903 feet of the Northwest 1/4 of the Northwest 1/4, Section 32, Township 114, Range 20 in the City of Lakeville, Dakota County, Minnesota

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a) The detached accessory building shall be constructed in the approximate location identified on the site plan approved with the conditional use permit.
 - b) Sanitary sewer service is not permitted to be extended to the detached accessory structure.
 - c) The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
 - d) No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
 - e) A hard surfaced driveway is required to be constructed from the driveway for the home to the detached accessory structure.
 - f) A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction of the home and the detached accessory structure.

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: July 6, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **6th** day of **July 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
9475 212th Street - Knight

FINDINGS OF FACT AND DECISION

On June 25, 2026 the Lakeville Planning Commission met at it's regularly scheduled meeting to consider a conditional use permit to allow total accessory building area greater than 1,500 square feet and for a detached accessory structure to exceed 15 feet in height in the RS-2, Single Family Residential District on property located at 9475 212th Street. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak.

Now therefore, the City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is currently zoned RS-2, Single Family Residential District.
2. The property is located in Planning District No. 4 of the 2040 Comprehensive Plan, which guides the property for single family residential use and is located in the Low-Density Residential District of the Comprehensive Plan.
3. The legal description of the property is:

The West 250 feet of the South 523 feet of the North 903 feet of the Northwest 1/4 of the Northwest 1/4, Section 32, Township 114, Range 20 in the City of Lakeville, 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 single-family home with an attached garage and accessory storage structure on the three acre property is consistent with the RS-2 District zoning of the property and District 4 recommendations of the 2040 Comprehensive Plan.

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

Finding: Provided compliance with the conditional use permit, the attached garage and detached accessory structure will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.

Finding: Provided compliance with the conditional use permit, the attached garage and detached accessory structure will conform with all performance standards contained in the Zoning Ordinance and the City Code.

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

Finding: The subject property is within the current MUSA. The proposed home will be required to connect to city services and doing so will not overburden the City's service capacity.

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

Finding: The attached garage and detached accessory structure will not overburden the streets serving the property.

5. The report dated June 11, 2026 and prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

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

DATED: July 6, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
PORTION OF
PLANNING COMMISSION MEETING MINUTES**

Item 5.b. 9475 212th Street

June 25, 2026

5a. 9475 212th Street – Conditional Use Permit

Chair Zimmer opened the public hearing to consider the application of Andrew and Heidi Knight for a conditional use permit to allow the maximum combined accessory building square footage to exceed 1,500 gross square feet and to allow an accessory building greater than 15 feet in height in the RS-2, Single-Family Residential District.

Heidi Knight introduced the project.

Ms. Botten presented the staff report. The property is three acres in size and currently undeveloped. The applicant intends to construct a single-family home on the site, with an attached 1,026 square foot garage and a 1,500 square foot detached accessory building on the north side of the property. The combined areas of the accessory buildings would total 2,526 square feet in area. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by conditional use permit.

The applicant has also requested that the detached structure exceed the 15-foot height limit of the RS-2 District. The applicants have a camper that requires a 14-foot-tall door for access, which requires 16-foot-tall sidewalls. With the pitch of the roof, the measured height is about 21 feet and 26 feet to the peak of the roof. The property is currently undeveloped and heavily wooded, and it slopes from west to east dropping nearly 20 feet across the property.

Community Development Department staff recommend approval.

Chair Zimmer opened the hearing to the public for comment.

Motion was made by Swaney, seconded by Einck to close the public hearing at 6:12 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson expressed support for the project.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the conditional use permit to allow the maximum combined accessory building square footage to exceed 1,500 gross square feet and 15 feet in height in the RS-2, Single Family Residential District and the findings of fact, subject to the following stipulations:

1. The detached accessory building shall be constructed in the approximate location identified on the site plan approved with the conditional use permit.
2. Sanitary sewer service is not permitted to be extended to the detached accessory structure.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
5. A hard surfaced driveway is required to be constructed from the driveway for the home to the detached accessory structure.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction of the home and the detached accessory structure.

Ayes: Duckworth, Zimmer, Einck, Swaney, Swenson, Tinsley, Traffas

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: June 11, 2026
Subject: Packet Material for the June 25, 2026 Planning Commission Meeting
Agenda Item: Andrew and Heidi Knight - Conditional Use Permit
Application Action Deadline: August 10, 2026

INTRODUCTION

Andrew and Heidi Knight of 9475 212th Street have applied for a conditional use permit to allow the gross square feet of accessory building space to exceed 1,500 gross square feet and for a detached accessory structure to exceed 15 feet in height in the RS-2, Single Family Residential District. The property is 3.0 acres in size and currently undeveloped. The applicant intends to construct a single-family home on the site, with an attached 1,026 square foot garage and a 30 x 50-foot detached garage on the north side of the property. The combined areas of the accessory buildings would total 2,526 square feet in area. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by conditional use permit.

The property is currently undeveloped and heavily wooded, and it slopes from west to east dropping nearly 20 feet across the property.

The following exhibits are attached for your review:

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Home Building Elevation
- E. Accessory Building Elevation + Floor plan

SITE ANALYSIS

Consistency with the Comprehensive Plan. The property's proposed single family land use is consistent with the low-density residential land use identified on the 2040 Land Use Plan and Planning District 4 recommendations of the 2040 Comprehensive Plan.

Existing Conditions. The subject property is currently vacant. The site is wooded with access to 212th Street. A tree inventory is required with the construction of the new home.

Adjacent Land Uses. The subject property is zoned RS-2, Single Family Residential District. The property is located within a developed neighborhood, with RS-3, Single-Family Residential zoning to the west. RST-2-, Single- and Two-Family Residential zoning to the south and RS-2, Single-Family Residential zoning to the north and east.

Accessory Building Use. The applicant indicated that the purpose of the structure is to store personal items including a camper, boats, and lawn equipment. Sanitary sewer service is not permitted to be extended to the detached accessory building. The structure shall not be used for commercial or home occupation purposes.

Setbacks. The following minimum RS-2 District building setback requirements pertain to the proposed home and detached accessory building:

Front Yard: 30 feet

Rear Yard: 30 feet

Side Yards: 15 feet

Detached Accessory Building Side and Rear Yard: 10 feet

The proposed setback for the home from the west property line is 75 feet. The proposed setback of the detached accessory structure from both the north and west property lines is about 100 feet. As part of the building permit process for the home, the applicants are required to complete a tree inventory as per Section 11-21-11. In consultation with the City Forester, work has begun on the site to remove ash trees, which are exempt from the removal threshold due to the Emerald Ash Borer. The applicant has indicated that the exact placement of the structure may be adjusted north in order to keep as many trees as possible, while still meeting the required setbacks.

Building Height. The applicant has requested that the detached structure be able to exceed the 15-foot height limit of the RS-2 District. For the purposes of the Zoning Ordinance, the height of a building with a peaked roof is measured at the midpoint of the roof, between the peak and eaves, to the average grade level. The applicants have a camper that requires a 14-foot-tall door for access, which requires 16-foot-tall sidewalls. With the pitch of the roof, the measured height is about 21 feet, 26 feet to the peak of the roof. The grade of the proposed location of the structure is about 10 feet lower than the west property line, where the nearest adjacent home is located.

Driveway Surfacing. A driveway is shown on the site plan to provide access to the detached garage from the driveway to 212th Street. The applicant has indicated that there will not be driveway access to 211th Street. The driveway must be surfaced with asphalt, concrete, cobblestone, or pavers.

Building Materials The proposed accessory building will have vinyl siding in a vertical manner, consistent with the home proposed for the site. The proposed accessory building materials and colors shall be consistent and complimentary to the proposed home on the property.

Screening. The applicant has indicated that existing trees will remain along the west property line and that overall they want to keep as many trees as possible on the site, with future plans being to plant more trees on that side of the property as well.

CONDITIONAL USE PERMIT ANALYSIS

The Zoning Ordinance allows the accessory building area requirements to be exceeded by conditional use permit subject to the following criteria as listed in Section 11-18-5:

- A. **There is a demonstrated need and potential for continued use of the structure for the purpose stated.**

Properties in the RS-2 District are allowed combined accessory buildings totaling 1,500 square feet unless a conditional use permit is approved to exceed that amount. The property owner has indicated a need for the proposed size and height of the building to store personal and recreational vehicles and equipment.

- B. **No accessory building or private garage shall be utilized for all or a portion of a home occupation, for commercial activities or for commercial storage.**

The applicant has stated the detached accessory structure is for the storage of a 14-foot-tall camper, boats, and lawn equipment. No home occupation or storage of commercial vehicles or equipment is allowed in any accessory building on the property.

- C. **The accessory building has an evident reuse or function related to a single-family residential environment in urban service areas or hobby farm environment in nonurban service areas of the city.**

The proposed accessory building space has the evident function of creating storage of personal and maintenance equipment for this property.

- D. **Detached accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety, and general welfare.**

The proposed detached accessory building (garage) will be in a location that meets setback requirements and will be compatible with adjacent properties of single-family homes on large lots in this area of the City.

- E. The performance standards and criteria of section 11-4-7 of this title shall be considered and a determination made that the proposed activity is in compliance with such criteria.

The provisions of section 11-4-7 of the Zoning Ordinance (Conditional Use Permits) have been considered and satisfactorily met. Please refer to the attached findings of fact.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow accessory structures greater than 1,500 gross square feet and for a detached accessory structure to exceed 15 feet in height, all within the RS-2 District located at 9475 212th Street, subject to the following stipulations:

1. The detached accessory building shall be constructed in the approximate location identified on the site plan approved with the conditional use permit.
2. Sanitary sewer service is not permitted to be extended to the detached accessory structure.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
5. A hard surfaced driveway is required to be constructed from the driveway for the home to the detached accessory structure.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction of the home and the detached accessory structure.

Findings of Fact are attached for consideration.

210TH ST

211TH ST

Subject
Property

212TH ST

N

INSEL LN

INDEPENDENCE AVE

City of Lakeville
Location Map
9475 212th St
Accessory
Structure CUP
EXHIBIT A

210TH ST

RS-3

RS-2

RS-3

RS-2

211TH ST

**Subject
Property**

RS-2

RS-3

212TH ST

N

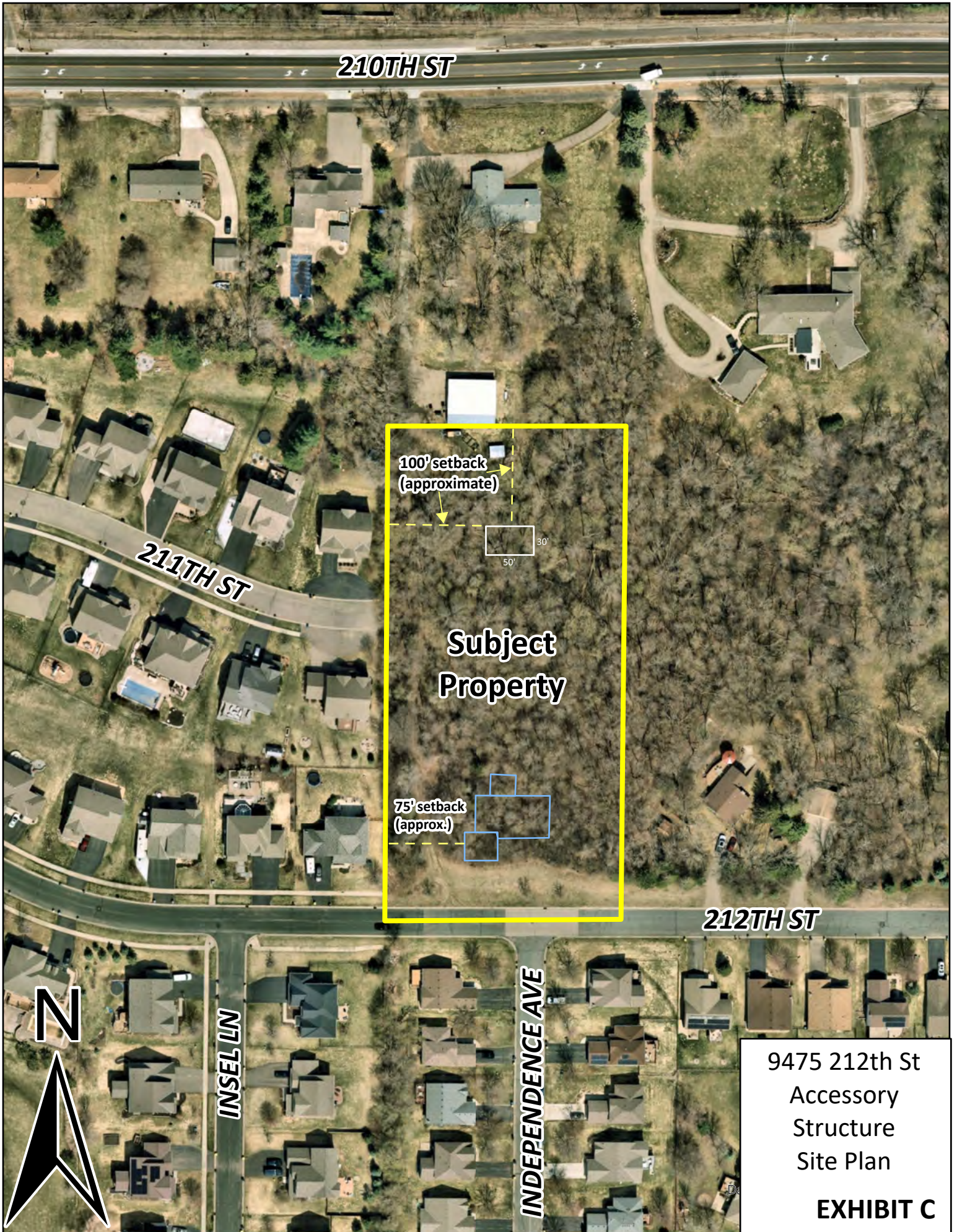
INSEL LN

RS-3

INDEPENDENCE AVE

RST-2T-2

City of Lakeville
Zoning Map
9475 212th St
Accessory
Structure CUP
EXHIBIT B



210TH ST

211TH ST

100' setback
(approximate)

30'

50'

Subject
Property

75' setback
(approx.)

212TH ST

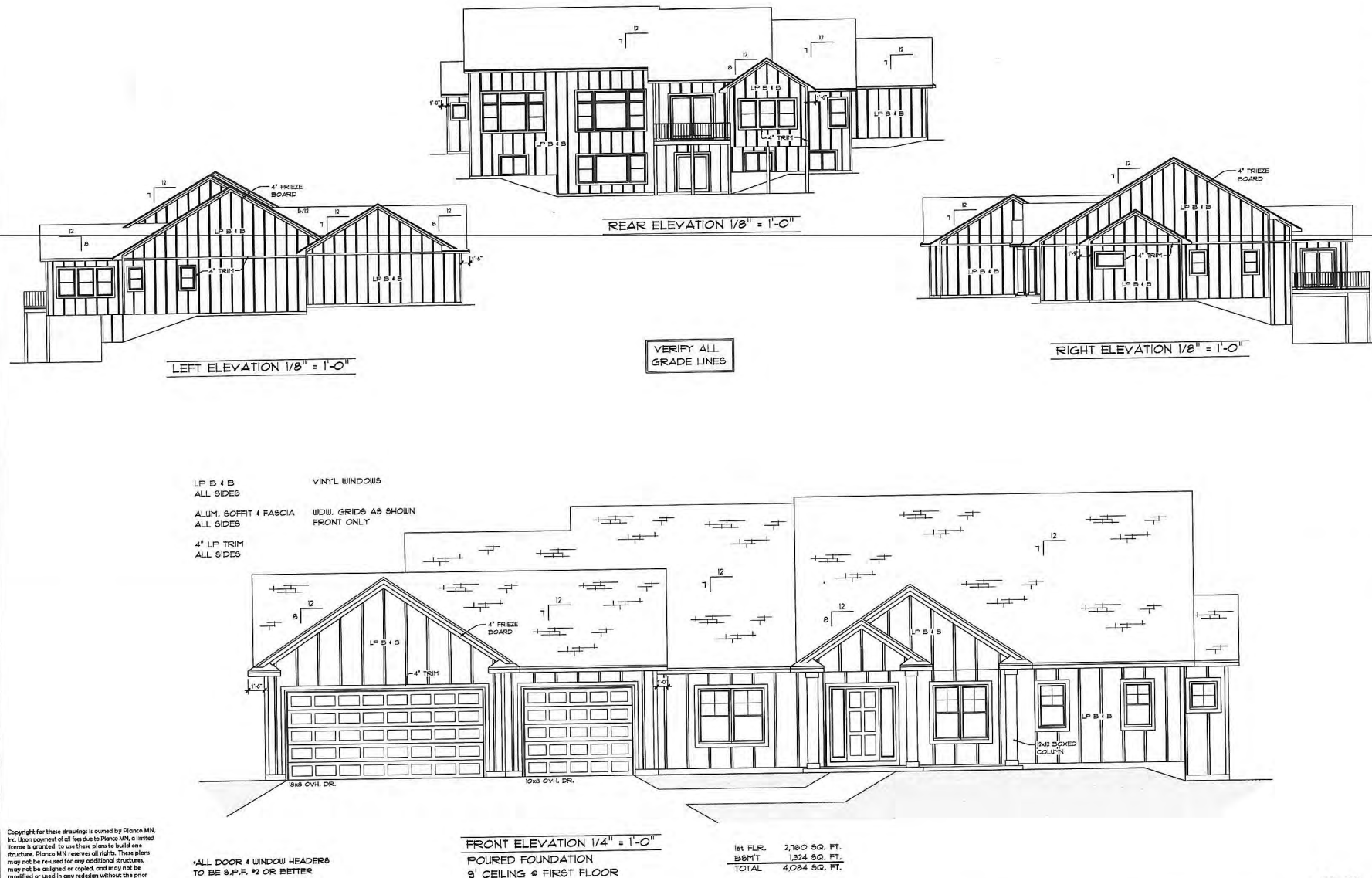
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INSEL LN

INDEPENDENCE AVE

9475 212th St
Accessory
Structure
Site Plan

EXHIBIT C



Copyright for these drawings is owned by Planco MN, Inc. Upon payment of all fees due to Planco MN, a limited license is granted to use these plans to build one structure. Planco MN reserves all rights. These plans may not be re-used for any additional structure, may not be assigned or copied, and may not be modified or used in any redesign without the prior written consent of Planco MN, Inc.

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5-18-26

RESIDENCE FOR: **ANDREW & HEIDI KNIGHT**

1

#26-011 SMA

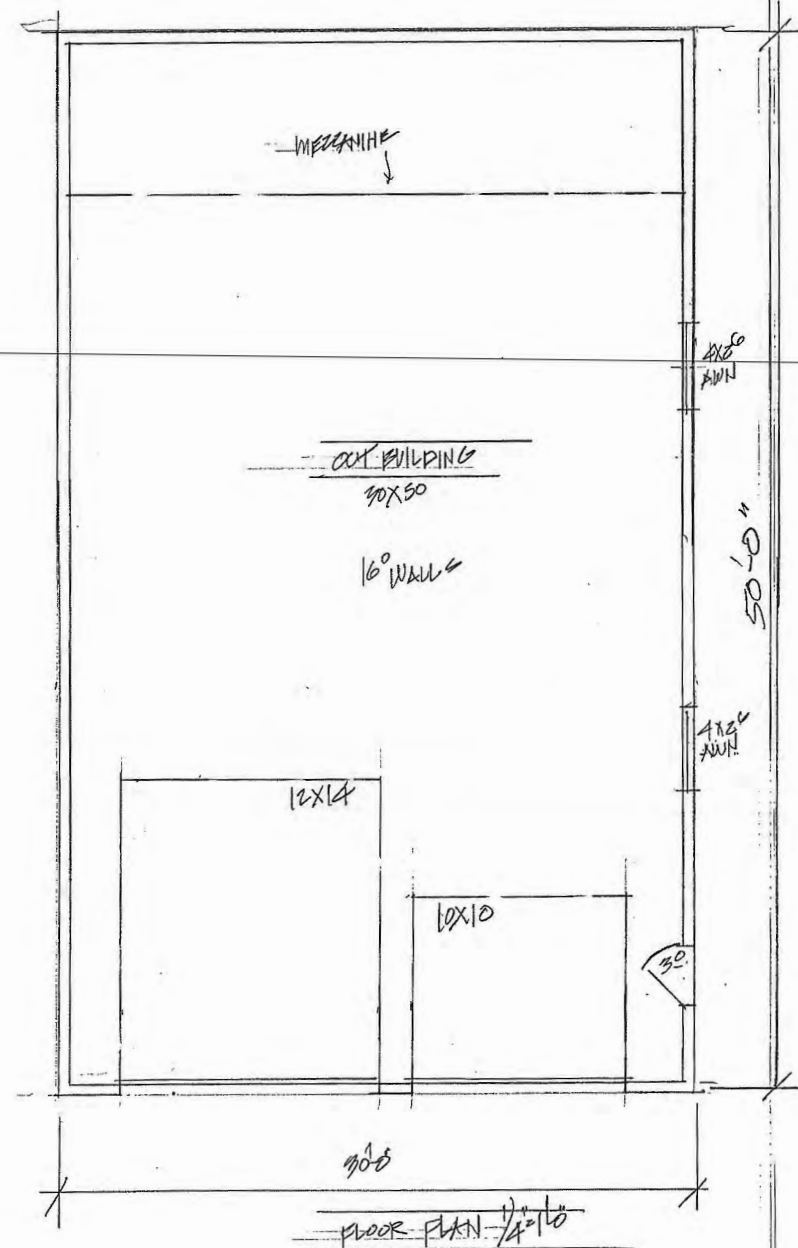
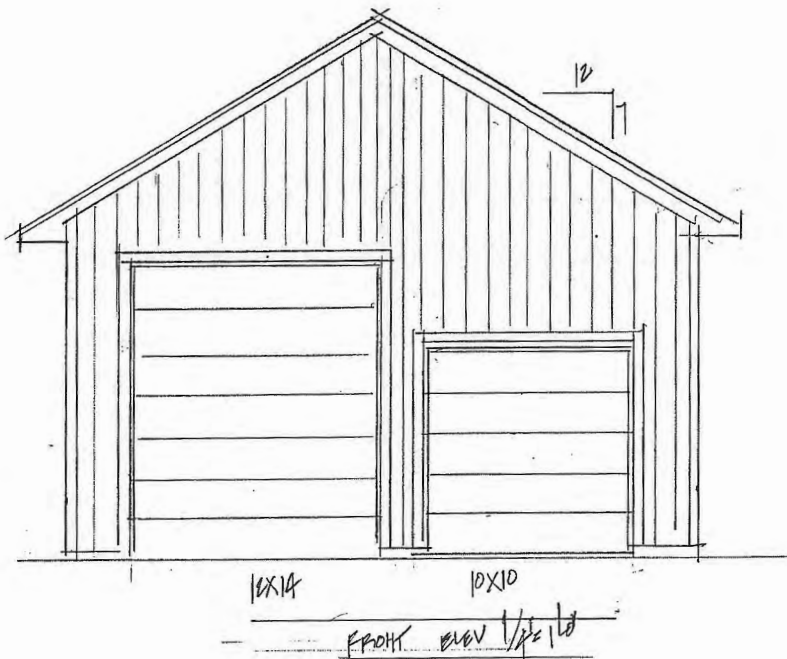
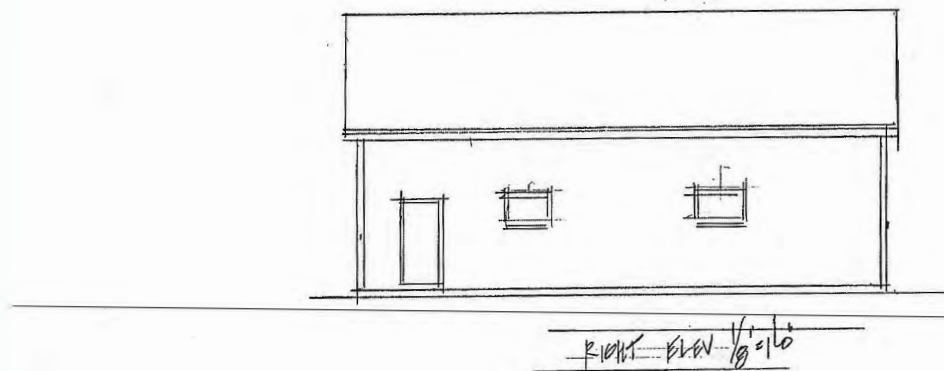


EXHIBIT E

Out Building For:
Andrew & Heidi Knight
 Mailing address :13378 S. Circle Dr. New Prague Mn.



Date: 7/6/2026

Juniper Triangle Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the plat of Juniper Triangle.

Overview

Humo LLC has submitted an application for a final plat for a one lot subdivision to be known as Juniper Triangle. The development includes two parcels, with a combined lot area of 10.08 acres. The property is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue. The site is zoned OP, Office Park District. The applicant is proposing an industrial office/warehouse project with an approximate 81,100 square foot building. A conditional use permit is required and was approved with the preliminary plat to allow an office/warehouse building in the OP, Office Park District.

The final plat is consistent with the preliminary plat and complies with the Subdivision Ordinance requirements. Final plat approval is subject to the execution of a Development Contract and related development agreements for the site. The Developer is working with City staff on the details of the agreements. Once finalized, the agreements will be brought forward to City Council for review and approval.

Supporting Information

1. Plat Resolution
2. Planning and Engineering Staff Reports
3. Exhibits

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**

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING THE FINAL PLAT OF
JUNIPER TRIANGLE**

WHEREAS, the owner of the plat described as Juniper Triangle has requested final plat approval; and

WHEREAS, the preliminary plat for Juniper Triangle, which was previously known as Globus Business Park, was reviewed by the Planning Commission and approved by the City Council; and

WHEREAS, the final plat is consistent with the preliminary plat approved by the City Council; and

WHEREAS, the final plat meets Subdivision Ordinance requirements; and

WHEREAS, the final plat is acceptable to the City.

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

1. The Juniper Triangle final plat is hereby approved subject to Developer executing a Development Contract for the plat and any other agreements related thereto and recording the Development Contract simultaneously with the plat.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, stormwater maintenance agreement, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of July 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 (
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 26-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of July 2026 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)



Memorandum

To: Tina Goodroad, AICP, Community Development Director
From: Heather Botten, Senior Planner
Date: June 22, 2026
Subject: Juniper Triangle – (fka Globus Business Park) – Final Plat
Application Action Deadline: July 26, 2026 (60-day deadline)

BACKGROUND

Humo LLC has submitted an application for a final plat for a one lot subdivision to be known as Juniper Triangle. The development includes two parcels, with a combined lot area of 10.08 acres. The property is located south of Juniper Way (CSAH 70) and at the terminus of Kenrick Court, east of Kenrick Avenue.

The applicant is proposing an industrial office/warehouse project with an approximate 81,100 square foot building. The property is zoned O-P, Office Park District. A conditional use permit for office/warehouse was approved May 4, 2026.

The final plat plans have been reviewed by Community Development, Engineering, Environmental Resources, Forestry, and Parks and Recreation Department.

EXHIBITS:

- A. Aerial Photo Location Map
- B. Zoning Map
- C. Final Pat
- D. Preliminary Plat
- E. Site Plan

PLANNING ANALYSIS

FINAL PLAT

Existing Conditions. The property is undeveloped land that historically has been used for agricultural crop production.

Surrounding Land Uses. The site is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Juniper Way (CSAH 70) and Vacant Property	Office Park	OP, Office Park District
South	Agricultural Property, future industrial development	Office Park	OP, Office Park District
West	Commercial Property and City Owned Property	Commercial and Restricted Development	C-3, General Commercial and P/OS, Public Open Space District
East	Juniper Way (CSAH 70)	ROW	ROW

Lots/Blocks. The plat consists of one lot on one block. The lot is triangular in shape, 10.08 acres in area with over 1,300 ft of lot width exceeding the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the OP District.

Streets. Juniper Way (CSAH 70) abuts the proposed plat to the north. Juniper Way is a four-lane divided roadway withing a 150-foot wide (75-foot north and south half) right-of-way. Access to and from the property will be from a right-in/right-out access point onto CSAH 70 and from Kenrick Court.

The Dakota County Plat Commission recommended approval of the preliminary and final plat at the April 8, 2026 meeting subject to the requirements in the approval letter dated April 9, 2026.

Tree Preservation. As an industrial type zoning, the tree removal threshold is 70%. The Tree Preservation Plan identifies 3,453 inches of significant trees located within the project boundary. The plans propose to remove 2,252 diameter inches or 65%, which is below the threshold. The tree preservation ordinance requires heritage trees to be replaced at 100% of the diameter inches removed, minus any credits for heritage trees saved, up to 50%. Plans show the removal of 190 inches of heritage trees with credits for heritage tree preservation reducing the replacement requirement to 95 inches. The tree preservation plan shall be updated to comply with the heritage tree replacement requirement.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

Grading, Drainage, Erosion Control, Utilities. Grading, drainage, erosion control, and utility plans have been submitted with the final plat and are discussed in more detail in the June 22, 2026 engineering report. A copy of the report is attached for your review. The Engineering Division recommends approval of the Globus Business Park plat and development plans subject to the comments outlined in the engineering report.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. Park dedication shall be satisfied with a cash fee at a rate of \$5,783 per acre.

Development of the site includes the grading and restoration of public trails. A bituminous trail will be constructed along the south side of Juniper Way (10-feet wide) with a future city and county capital improvement project. The Developer shall be responsible for 100% of the grading and restoration for the trail segment along the plats frontage.

SITE PLAN ANALYSIS

The site development and construction plans propose one building, approximately 81,100 square feet, to include both office and warehouse type uses. The proposed site plan estimates 10% office/90% warehouse occupancy, consistent with similar industrial office/warehouse buildings.

Building Setbacks. The O-P, Office-Park District requires the following setback requirements:

	Front Yard (CSAH 70)	W. Side Yard	E. Side Yard	Rear Yard (Kenrick Ct)
Minimum	50 feet	10 feet	10 feet	30 feet
Proposed	74 feet	200+ feet	50+ feet	120+ feet

Building Height/Exterior Materials. The proposed building will be one-story and 33 feet in height, in compliance with O-P District requirements. The building is proposed to be constructed with approximately 99% Grade A materials, consisting of smooth texture pre-cast concrete panels painted in three different colors. The loading docks will be located on the south and west side of the building. The exterior building materials and design comply with Zoning Ordinance requirements for the OP District. The proposed building is compatible with the area in which it is proposed and consistent in design to other warehouse/office buildings in the OR District, as allowed by the Zoning Ordinance.

Access/Parking/Drive Aisles: The property will have two egress points, one at the terminus of Kenrick Couth and the other is a right-in/right-out onto CSAH 70/ Juniper Way. The egress points have been approved by Engineering and the Dakota County Plat Commission. The parking lot meets or exceeds the minimum setbacks from a property line. As proposed, the applicant would need an administrative permit and a deferred parking agreement to have a reduction in the number of required parking stalls. The site plan demonstrates an area of 12 proof of parking stalls to accommodate the expansion of parking facilities to meet the minimum requirements if the parking demand exceeds the site supply.

Building Sq. Ft.	81,107 square feet
Minus 10% of floor area allowed by code..	72,996 sq ft
Office Sq. Ft est. 8,111-10%=	7,300 sf
3 spaces per 1,000 sq ft=	22 stalls
Warehouse Sq. Ft. est. 72,996 -10% =	65,696 sq ft
1 space per 1,000 sq ft =	66 stalls
Required.....	88 stalls
Provided.....	78 stalls
Demonstrated Proof of Parking.....	12 stalls

Circulation. All drive aisles and parking stalls shall comply with the required aisle width and parking stall dimensions for two-way 90-degree vehicle parking. The site has been designed to allow semi-truck and trailer and emergency vehicle circulation throughout the site. Employee and visitor vehicles will park on the east and north side of the building with semi-truck traffic and trailer storage and parking on the south and west sides of the property.

Outdoor Storage. Outside storage is limited to a maximum of 20% of the gross lot area. The storage area shall be located in the rear yard and setback at least 30 feet from all property lines. The storage area shall be screened and landscaped from adjacent properties. Outside storage is depicted on the site plan in the rear yard, approximately 1 acre in area. This is approximately 10% of the lot area, in compliance with code requirements. The semi-trailer parking on the west side of the building will be limited to semi-trailers as part of the function of the building occupancy that includes receiving, transferring, shipping of goods and materials, not a storage area.

Landscaping/Screening. The OP District requires a minimum of 30% landscaped area on the property. The subject property is 10.08 acres in area. The site layout as designed proposes 3.04 acres of greenspace (30.2 %) complying with the minimum requirements.

The landscape plan proposes 33 shade and evergreen trees and a variety of shrubs. Title 11-21-9.B requires industrial and commercial properties to include perimeter plantings, including

along the right-of-way of the proposed plat. Additionally, Title 11-75-13 requires the outdoor storage area to be screened and landscaped from adjacent properties.

Forestry shall approve a final landscape and tree preservation plan.

All the landscaped areas within and adjacent to the parking lot, including landscaped islands, shall be irrigated in compliance with the Zoning Ordinance. A financial security will be required with the final plat to guarantee installation of the approved landscaping. The security amount will be determined by the developer's landscaping contractor prior to City Council consideration of the final plat.

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

RECOMMENDATION

Planning Department staff have determined that Juniper Triangle final plat and development plans comply with Subdivision and Zoning Ordinance requirements for the O-P district. Staff recommend approval of the final plat and development plans subject to the following stipulations:

1. The final plat and development plans shall be in substantial conformance with the plans on file with the Community Development Department except as may be modified by the conditions herein.
2. The final plat is approved subject to the developer entering into a development contract, submittal of security requirements, and the recommendations listed in the June 16, 2025 Engineering Memo and any subsequent correspondence.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. Implementation of the requirements listed in the engineering report dated June 22, 2026 and any subsequent correspondence.
5. The landscape and tree preservation plans shall be approved by the City Forester. A landscaping financial security shall be submitted with the final plat.
6. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.



Memorandum

To: Heather Botten, Senior Planner

From: Jonathan Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: June 22, 2026

Subject: Juniper Triangle

- Final Plat Review
- Erosion and Sediment Control Plan Review
- Grading and Drainage Plan
- Utility Plan Review
- Tree Preservation Plan Review

BACKGROUND

Humo LLC has submitted a final plat named Juniper Triangle (formerly known as Globus Business Park). The proposed subdivision is located south of and adjacent to Juniper Way (CSAH 70) and east of Kenrick Court. The parent parcels consist of two meets and bounds parcels (PID Nos. 220360003012 and 220360004010) zoned OP, Office Park.

The final plat consists of one (1) lot within one (1) block on 10.09 acres.

The proposed development will be completed by:

Developer:	Humo LLC
Engineer/Surveyor:	Hill Incorporated

SITE CONDITIONS

The subject property is currently undeveloped agricultural land and consists of rolling topography with existing tree cover and drainage patterns generally flowing west to east. The site is bounded by Juniper Way to the north and Kenrick Court to the west. Existing public infrastructure is available adjacent to the site, including watermain, sanitary sewer, and storm sewer facilities.

EASEMENTS

Perimeter drainage and utility easements shall be provided with the final plat in accordance with city ordinance requirements.

STREET AND SUBDIVISION LAYOUT

Juniper Way (CSAH 70)

The development is located west of and adjacent to Juniper Way, a future minor arterial County highway, as identified in the City's Transportation Plan. Juniper Way adjacent to the site is a four-lane divided rural roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet adjacent to the plat. The final plat was reviewed and recommended for approval by the Dakota County Plat Commission at its January 29, 2026, meeting. One driveway access is proposed to Juniper Way that will be restricted as a right-in/right-out.

Kenrick Court

The development includes the extension of Kenrick Court, a local industrial street to terminate in a cul-de-sac. The Developer shall construct a temporary cul-de-sac at the east end of Kenrick Court within a temporary public roadway, drainage and utility easement and provide a \$2,500 security for the future removal and restoration.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be through Kenrick Court. Access from Juniper Way must be permitted by Dakota County.

PARKS, TRAILS AND SIDEWALKS

Development includes the grading and restoration of public trails. Bituminous trails will be constructed along the south side of Juniper Way (10-feet wide) with a future city and county capital improvement project. The Developer will be responsible for 100% of the grading and restoration for the trail segment along the plats frontage.

The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

10.09 acres	x \$5,783.00	= \$58,350.47
Total Acreage Juniper Triangle	2026 Unit Rate (Industrial)	Park Dedication Fee Juniper Triangle

UTILITIES

SANITARY SEWER

The development is located within subdistrict SC-10510 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan.

Development includes the extension of privately owned and maintained sanitary sewer service. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Elko/New Market Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. Sanitary sewer to serve the lot will be extended from an existing 8-inch stub at the north boundary of the plat.

The Lateral Sanitary Sewer Charge must be paid for the 8-inch sanitary sewer along 215th Street that was installed with City Project 20-05. The Lateral Sanitary Sewer Charge for the sanitary sewer adjacent to the site must be paid with the final plat, calculated as follows:

917.00 ft.	x \$41.50/f.f.	+ \$418.00	= \$38,473.50
Front Footage Juniper Triangle	Non-Residential Charge Per Front Foot	Per Service	Lateral Sanitary Sewer Charge Juniper Triangle

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid with the building permit.

Final locations and sizes of sanitary sewer facilities will be reviewed by City staff with the final plat, building permit application and final construction plans

WATERMAIN

Development includes the extension of privately owned and maintained watermain service within the subdivision. Watermain to serve the lot will be extended from a proposed 8-inch watermain stub at the north boundary of the plat.

The Lateral Watermain Charge must be paid for the 12-inch watermain along 215th Street that was installed with City Project 20-05. The Lateral Watermain Access Charge for the watermain adjacent to the site must be paid with the final plat, calculated as follows:

917.00 ft.	x \$48.00/f.f.	+ \$408.00	= \$44,424.00
Front Footage Juniper Triangle	Non-Residential Charge Per Front Foot	Per Service	Lateral Watermain Charge Juniper Triangle

Final locations and sizes of watermain facilities will be reviewed by City staff with the final plat, building permit application and final construction plans

OVERHEAD LINES

There are no existing overhead lines identified on the site.

DRAINAGE AND GRADING

The development is located within subdistrict SC-005 of the South Creek stormwater district as identified in the City's Water Resources Management Plan.

Development includes the construction of one (1) privately owned and maintained stormwater management basin consisting of a pretreatment forebay and infiltration basin to collect and treat the stormwater runoff generated from the site. The basin will outlet to the existing swale on the south end of Juniper Way. A stormwater maintenance agreement (SMA) is required with the final plat.

Following completion of the site improvements and restoration, the Developer shall conduct two double ring infiltrometer tests in the location of the filtration basins to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a \$10,000 security with the final plat to ensure that this testing is completed.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

STORM SEWER

Development includes the construction of privately owned and maintained storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the lot to the proposed privately owned and maintained stormwater management basin located in the development. Runoff is conveyed to the existing channel on the south side of Juniper Way.

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

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat, calculated as follows:

439,085.00 s.f.	x \$0.250/s.f.	= \$109,771.25
Net Area	2026 Unit Rate	Storm Sewer Charge
Juniper Triangle	(Commercial and Industrial)	Juniper Triangle

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

The development is shown on the Flood Insurance Rate Map (FIRM #27037C0193E effective 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was reviewed and approved 2/24/2026. No wetlands were identified on the site.

TREE PRESERVATION

The Tree Preservation Plan submitted with the Globus Business Park preliminary plat identifies 3,453 inches of significant trees located within the project boundaries. As a Mixed Use, Commercial, Industrial, or Special District, the tree removal threshold is 70%, or 2,417 inches of allowable tree removal. Plans propose to remove 2,252 diameter inches of common and hardwood deciduous trees which is below the threshold and no replacement planting for common, coniferous, or hardwood deciduous trees removed from the site is required. Heritage trees require the replacement of 100% of the diameter inches removed, minus any credits for heritage trees saved up to 50%. Plans show the removal of 190 inches of heritage trees with credits for heritage tree preservation reducing the replacement requirement to 95 caliper inches of new trees. The landscape plan dated 5/5/2026 provides 82.5 caliper inches of replacement trees which does not meet the replacement requirement. Newly planted trees are credited at 2.5 caliper inches per tree. Larger trees may be planted but are only credited as 2.5 caliper inches each. An additional 12.5 caliper inches, or 5 trees, are to be provided. The applicant is working with Forestry to comply with code requirements.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

EROSION CONTROL

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

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$677,104.00	x 2.0%	= \$13,542.08
Grading Cost Juniper Triangle	2026 Rate	MS4 Administration Fee Juniper Triangle

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Juniper Triangle. Construction costs are based upon estimates submitted by the Developer's engineer on June 19, 2026.

CONSTRUCTION COSTS

Kenrick Court Extension	\$ 43,660.00
Sanitary Sewer Connection	5,000.00
Watermain Connection	5,000.00
Storm Sewer Connection	5,000.00
Grading, Grading Certification, Erosion Control and Restoration	677,104.00
SUBTOTAL - CONSTRUCTION COSTS	\$735,764.00

OTHER COSTS

Developer's Design (3.0%)	\$ 22,072.92
Developer's Construction Survey (2.5%)	18,394.10
City's Legal Expense (0.5%)	3,678.82
City Construction Observation (5.0%)	36,788.20
Developer's Record Drawing (0.5%)	3,678.82
Kenrick Court Temporary Cul-De-Sac Removal	2,500.00
Infiltration Basin Testing	10,000.00
Landscaping	111,340.00
Streetlights	1,400.00
Lot Corners/Iron Monuments	100.00
SUBTOTAL - OTHER COSTS	\$ 209,952.86
TOTAL PROJECT SECURITY	\$ 945,716.86

The street light security totals \$1,400 which consists of one (1) mast-arm streetlight at \$1,400 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of

\$100.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee for one-year of streetlight operating expenses shall be paid at the time of final plat approval and is calculated as follows:

$$\begin{array}{ccccccc} 1338.22 \text{ ft.} & & \times \$0.2974/\text{front foot/qtr} & & \times 4 \text{ qtrs/yr} & & = \$1,591.95 \\ \text{Front Footage} & & \text{2026 Streetlight Operating Fee} & & & & \text{Total} \\ \text{Juniper Triangle} & & & & & & \text{Juniper Triangle} \end{array}$$

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

$$\begin{array}{ccccccc} 1 \text{ unit} & & \times \$64.00/\text{unit} & & \times 4.20 & & = \$268.80 \\ \text{Total Units} & & \text{2026 Rate} & & \text{Utility Factor} & & \text{Environmental Resources Fee} \\ \text{Juniper Triangle} & & & & & & \text{Juniper Triangle} \end{array}$$

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

$$\begin{array}{ccccccc} 1 \text{ lot/outlot} & & \times \$90.00/\text{unit} & & & & = \$90.00 \\ \text{Lots/Outlots} & & \text{2026 Rate} & & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} & & \\ \text{Juniper Triangle} & & & & \text{Juniper Triangle} & & \end{array}$$

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg (AutoCAD) or .dxf 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 \$22,072.92.

CASH REQUIREMENTS

Park Dedication	\$ 58,350.47
Storm Sewer Charge	109,771.25
Lateral Sanitary Sewer Charge	38,473.50
Lateral Watermain Charge	44,424.00
Streetlight Operating Fee	1,591.95
Environmental Resources Management Fee	268.80
MS4 Administration Fee	13,542.08
Property Data and Asset/Infrastructure Management Fee	90.00
City Engineering Administration (3.00%)	22,072.92
TOTAL CASH REQUIREMENTS	<u><u>\$ 288,584.97</u></u>

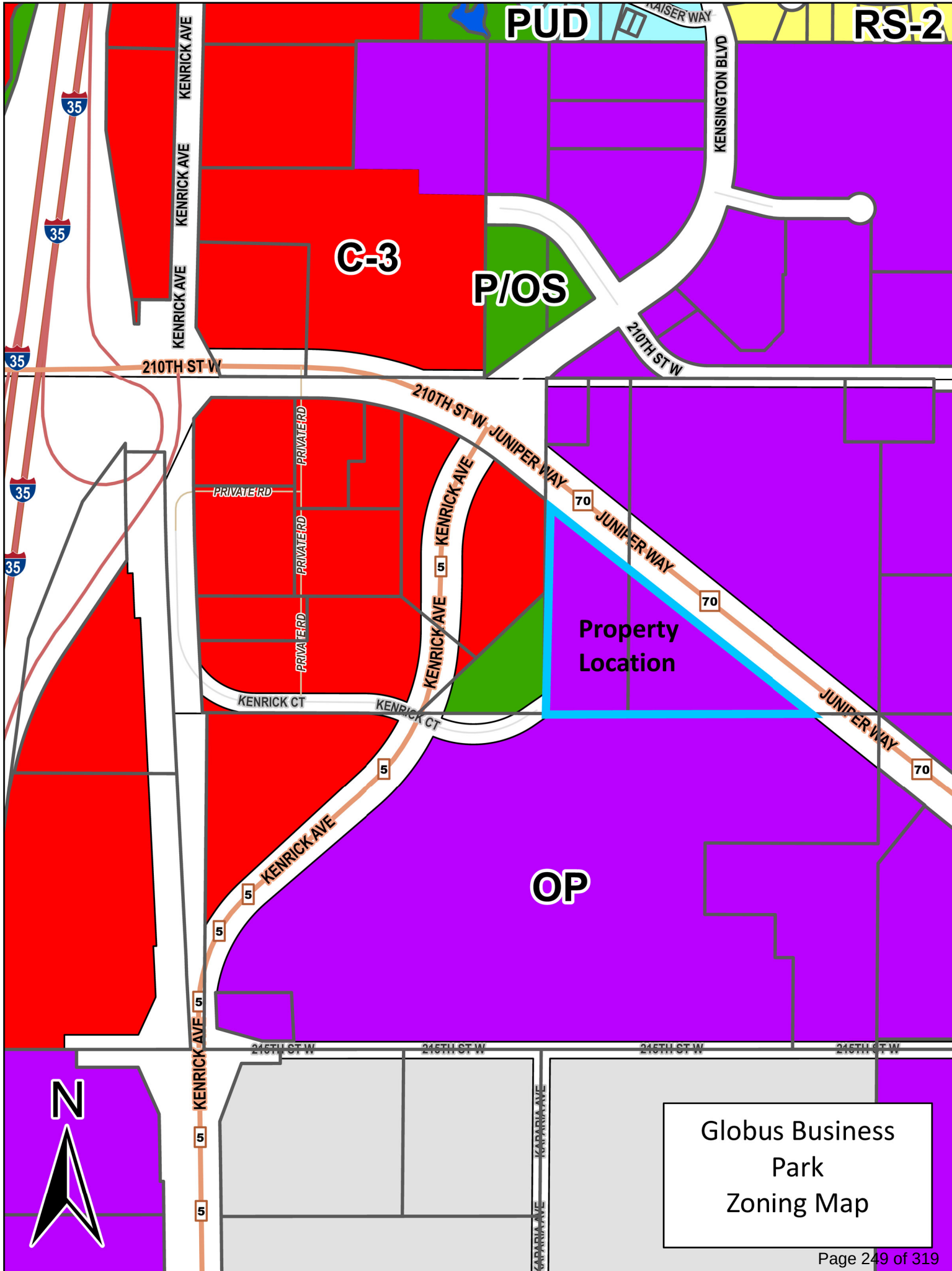
RECOMMENDATION

Engineering recommends approval of the Juniper Triangle final plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.



Property
Location

Globus Business
Park
Location Map



Globus Business
Park
Zoning Map

KNOW ALL PERSONS BY THESE PRESENTS: That HUMO LLC, a Minnesota limited liability company, owner of the following described property:

That part of the following described property which lies southerly of the southerly right of way line of County State Aid Highway No. 70 as shown on Dakota County Road Right of Way Map No. 300:

The West 330.00 feet of the West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of NW 1/4 of NE 1/4), Section Thirty-six (36), Township One Hundred Fourteen (114), Range Twenty-One (21), according to the Government Survey thereof, Dakota County, Minnesota.

AND

All that part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 114 North, Range 21 West, Dakota County, Minnesota, lying east of the West 330.00 feet thereof; and lying southwesterly of a line drawn parallel with and 85.00 feet southwesterly of, as measured at right angles to, the following described line:

Commencing at a point on the north line of the Northwest Quarter of said Section 3, distant 467.2 feet west of the northeast corner of said Northwest Quarter; thence South 51 degrees 24 minutes 30 seconds East (assuming the north line of said Northwest Quarter bears East-West) for a distance of approximately 1014.2 feet to the actual point of beginning; thence continuing South 51 degrees 24 minutes 30 seconds East for approximately 1163.0 feet to a point on the south line of said Northwest Quarter of the Northeast Quarter of Section 36, distant 134.95 feet west of the southeast corner thereof and there terminating.

Has caused the same to be surveyed and platted as JUNIPER TRIANGLE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said HUMO LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20 ____.

HUMO LLC

By: _____
Muzaffar Gafurov, Managing Member

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20 _____, by Muzaffar Gafurov, the Managing Member of HUMO LLC, a Minnesota limited liability company, on behalf of the company.

(Notary Signature) Notary Public, _____ County, _____

(Notary Printed Name) My commission expires _____

I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 _____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____, by Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481.

(Notary Signature) Notary Public, _____ County, Minnesota

(Notary Printed Name) My commission expires January 31, _____

CITY COUNCIL, CITY OF LAKEVILLE, MINNESOTA

This plat of JUNIPER TRIANGLE was approved and accepted by the City Council of the City of Lakville, 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: _____ Clerk
Mayor

DAKOTA 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 5th day of May, 2026, the Board of Commissioners of Dakota County, Minnesota, approved this plat of JUNIPER TRIANGLE and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____
Chair, Dakota County Board Dakota 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 _____.

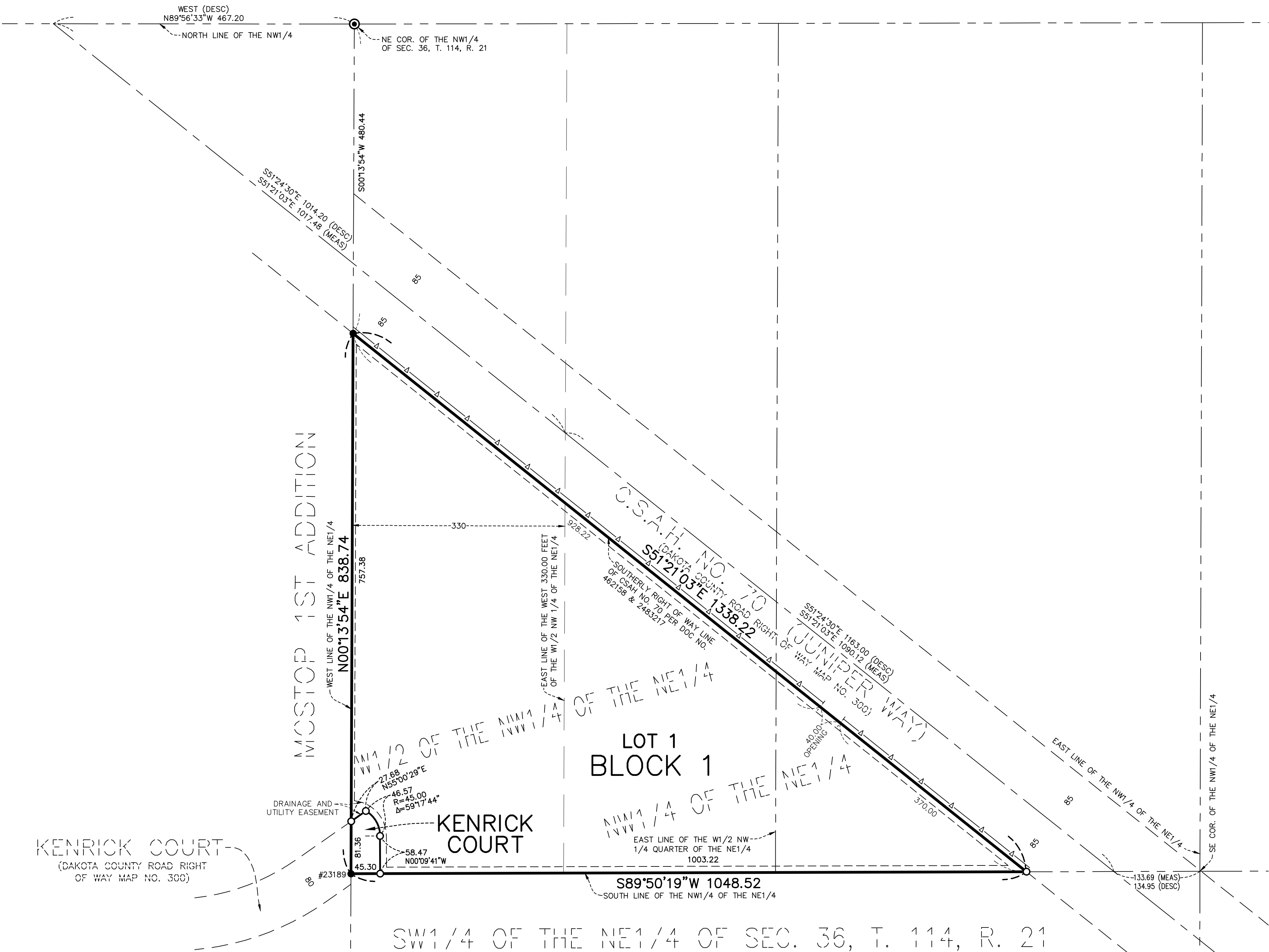
By: _____
Amy A. Koethe, Director,
Department Of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

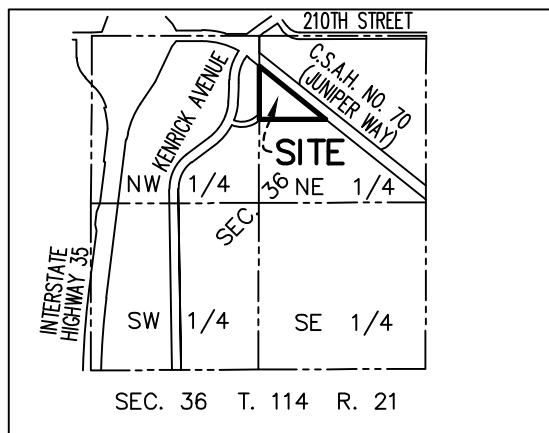
I hereby certify that this plat of JUNIPER TRIANGLE was filed in the office of the County Recorder for public record on this _____ day of _____, 20 _____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe, County Recorder

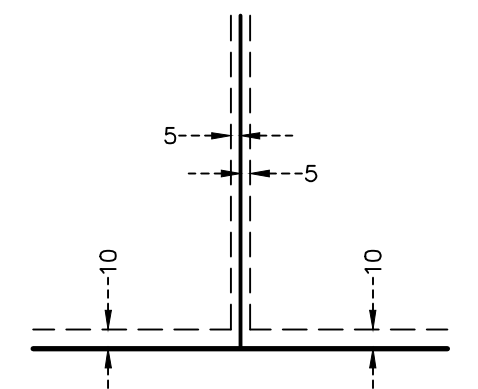
JUNIPER TRIANGLE



VICINITY MAP



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



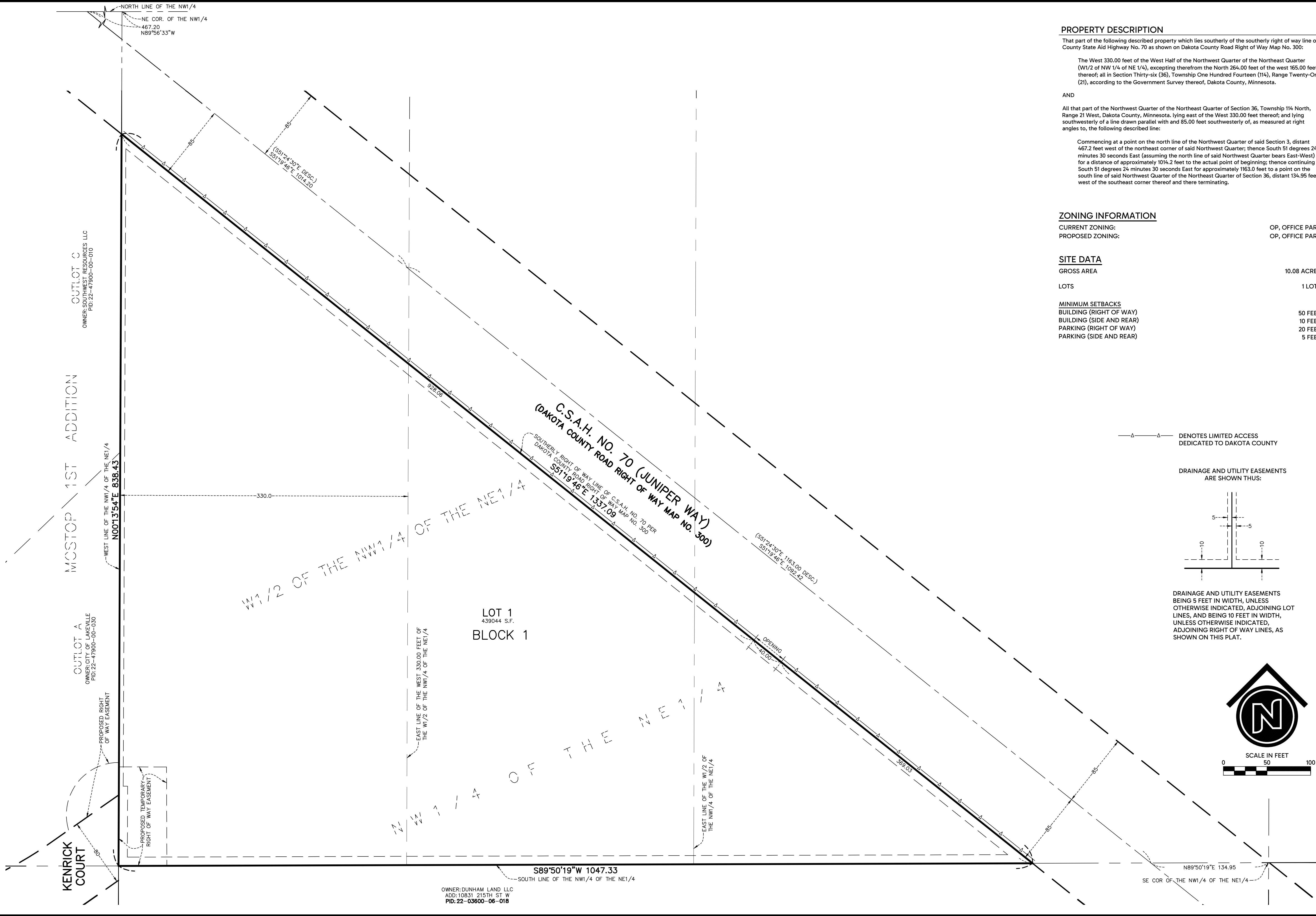
BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 OF SEC. 36, T. 114, R. 21 WHICH IS ASSUMED TO HAVE A BEARING OF N 00°13'54\"/>

(DESC) DENOTES BEARING/ DISTANCE FORM DESCRIPTION
(MEAS) DENOTES MEASURED BEARING/ DISTANCE

- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481 TO BE SET IN ACCORDANCE WITH MN STATE SATUTE 505.021, SUBD. 10.
- ⦿ DENOTES FOUND HENNEPIN COUNTY CAST IRON MONUMENT
- △— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

HILL
INCORPORATED



PROPERTY DESCRIPTION

That part of the following described property which lies southerly of the southerly right of way line of County State Aid Highway No. 70 as shown on Dakota County Road Right of Way Map No. 300:

The West 330.00 feet of the West Half of the Northwest Quarter of the Northeast Quarter (W1/2 of NW 1/4 of NE 1/4), excepting therefrom the North 264.00 feet of the west 165.00 feet thereof; all in Section Thirty-six (36), Township One Hundred Fourteen (114), Range Twenty-One (21), according to the Government Survey thereof, Dakota County, Minnesota.

AND

All that part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 114 North, Range 21 West, Dakota County, Minnesota. lying east of the West 330.00 feet thereof; and lying southwesterly of a line drawn parallel with and 85.00 feet southwesterly of, as measured at right angles to, the following described line:

Commencing at a point on the north line of the Northwest Quarter of said Section 3, distant 467.2 feet west of the northeast corner of said Northwest Quarter; thence South 51 degrees 24 minutes 30 seconds East (assuming the north line of said Northwest Quarter bears East-West) for a distance of approximately 1014.2 feet to the actual point of beginning; thence continuing South 51 degrees 24 minutes 30 seconds East for approximately 1163.0 feet to a point on the south line of said Northwest Quarter of the Northeast Quarter of Section 36, distant 134.95 feet west of the southeast corner thereof and there terminating.

ZONING INFORMATION

CURRENT ZONING: OP, OFFICE PARK
PROPOSED ZONING: OP, OFFICE PARK

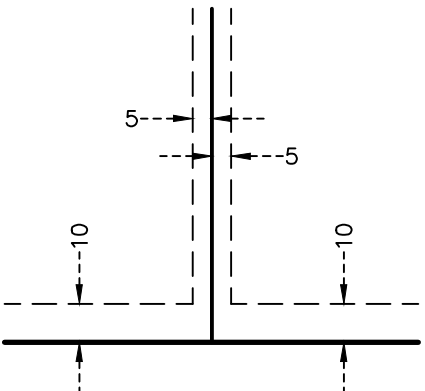
SITE DATA

GROSS AREA	10.08 ACRES
LOTS	1 LOTS

<u>MINIMUM SETBACKS</u>	
BUILDING (RIGHT OF WAY)	50 FEET
BUILDING (SIDE AND REAR)	10 FEET
PARKING (RIGHT OF WAY)	20 FEET
PARKING (SIDE AND REAR)	5 FEET

—Δ—Δ— DENOTES LIMITED ACCESS
DEDICATED TO DAKOTA COUNTY

**DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:**



DRAINAGE AND UTILITY EASEMENTS
BEING 5 FEET IN WIDTH, UNLESS
OTHERWISE INDICATED, ADJOINING LOT
LINES, AND BEING 10 FEET IN WIDTH,
UNLESS OTHERWISE INDICATED,
ADJOINING RIGHT OF WAY LINES, AS
SHOWN ON THIS PLAT.



SCALE IN FEET

0 50 100



GLOBUS BUSINESS PARK
LAKEVILLE, MINNESOTA

PRELIMINARY PLAT

FOR
GLOBUS TRANSPORT INC
22000 HUMBOLDT ROAD, SUITE 200, LAKEVILLE, MN 55044

DRAWN BY
PLM

DATE
1/14/2026

REVISIONS

2026-02-11: CITY COMMENTS

CAD FILE
24360PP.dwg

PROJECT NO
24360-00

C200

I hereby certify that this survey, plan and map was prepared by me and that I am a Licensed Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY

Date: _____ Reg. No. _____

**HILL
INCORPORATED**

2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
marcus@rmhill.com
www.rmhill.com

F:\Civil 3D Projects\24360\PRE-PLAT PLANS\24360SITE.dwg - 4/30/2026 11:24AM



LEGEND

	EXISTING CURB & GUTTER
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED CURB & GUTTER
	PROPOSED LIGHT POLE
	PROPOSED ASPHALT SURFACE
	PROPOSED CONCRETE
	PROPOSED INFILTRATION BASIN
	PROPOSED SEDIMENT BASIN
	NUMBER OF PARKING SPACES PER ROW
	PARKING SETBACK LINE
	BUILDING SETBACK LINE
	OUTDOOR STORAGE AREA

KEY NOTES

- A EXISTING SITE ACCESS
- B 10' WIDE CONCRETE PAD FOR SEMI-TRAILERS
- C CONNECT TO EXISTING STREET
- D CONCRETE DRIVEWAY APRON
- E OUTDOOR STORAGE AREA
- F PROOF OF PARKING AREAS
- G RETRAINING WALL
- H B612 CONCRETE CURB AND GUTTER
- I B618 CONCRETE CURB AND GUTTER
- J CONCRETE PEDESTRIAN RAMP
- K 10' WIDE BITUMINOUS TRAIL
- L LIGHT POLE

DEVELOPMENT SUMMARY

GROSS PROPERTY AREA	13.74 ACRES / 598,583 SF
PROJECT AREA	10.08 ACRES / 439,044 SF
EXISTING ZONING	OP, OFFICE PARK
PROPOSED ZONING	OP, OFFICE PARK
BUILDING	
GROSS FLOOR AREA	81,107 SF
WAREHOUSE FLOOR AREA	72,996 SF
OFFICE FLOOR AREA	8,111 SF
CODE MAXIMUM HEIGHT	SIX STORIES OR 65 FEET
PARKING	
WAREHOUSE:	1 SPACE PER 1,000 SF
OFFICES:	3 SPACE PER 1,000 SF
PROPOSED PARKING REQUIRED	
WAREHOUSE (FLOOR AREA MINUS 10%)	65,696 SF AT 1 PER 1,000 = 66 STALLS
OFFICE (FLOOR AREA MINUS 10%)	7,300 SF AT 3 PER 1,000 = 22 STALLS
TOTAL REQUIRED	88 STALLS
PARKING STALLS PROVIDED	
PROPOSED STALLS	78 STALLS
PROOF OF PARKING	12 STALLS
TOTAL AVAILABLE PARKING	90 STALLS
GREEN SPACE	
GREEN SPACE REQUIRED (30%)	3.02 ACRES / 131,713 SF
GREEN SPACE PROPOSED (30.2%)	3.05 ACRES / 132,685 SF
OUTDOOR STORAGE	
MAXIMUM ALLOWED (20%)	2.02 ACRES / 87,809 SF
PROPOSED AS SHOWN ON PLAN* (10.7%)	1.08 ACRES / 46,845 SF
TRUCK SPACES PROVIDED	61 SPACES
*ACTUAL OUTDOOR STORAGE WILL VARY BUT SHALL NOT EXCEED 20%	
SETBACKS	
BUILDING SETBACK (RIGHT-OF-WAY)	50 FEET
BUILDING SETBACK (SIDE/REAR)	10 FEET
PARKING SETBACK (RIGHT-OF-WAY)	20 FEET
PARKING SETBACK (SIDE/REAR)	5 FEET



Know what's below.
Call before you dig.



SCALE IN FEET
0 50 100

GLOBUS BUSINESS PARK
LAKEVILLE, MINNESOTA
SITE PLAN
FOR
GLOBUS TRANSPORT INC.
22000 HUMBOLDT ROAD, SUITE 200 LAKEVILLE, MN 55044

DRAWN BY
JSO

DATE
4/20/2026

REVISIONS

2026-02-13 CITY COMMENTS
2026-02-24 CITY COMMENTS
2026-03-02 CITY COMMENTS
2026-03-04 TREE INVENTORY
2026-03-24 CITY COMMENTS
2026-03-24 CITY COMMENTS
2026-04-20 PERMIT PLAN
2026-04-22 WIDEN BIT. TRAIL
2026-04-30 TREES/GRADING LIMITS

CAD FILE
24360SITE

PROJECT NO.
24360

C600

2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
bbuselman@mmhill.com
www.mmhill.com

HILL
INCORPORATED

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

BRADY BUSSELMAN

Date: 1/16/2026 Reg. No. 44579



Date: 7/6/2026

Restoration Covenant Church Site Improvement Performance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Site Improvement Performance Agreement (SIPA) and Stormwater Management Agreement (SMA) for Restoration Covenant Church.

Overview

On June 15, 2026, the City Council approved a conditional use permit for Restoration Covenant Church, located at 16880 Cedar Avenue, for an expansion to the existing religious facility on site. A stipulation of the CUP approval requires that the church enter into a site improvement performance agreement (SIPA) and a stormwater maintenance agreement (SMA) with the City; the executed documents are attached.

Supporting Information

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

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Kris Jensen, Planning Manager

(reserved for recording information)

**SITE IMPROVEMENT PERFORMANCE
AGREEMENT**
RESTORATION COVENANT CHURCH

AGREEMENT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **RESTORATION COVENANT CHURCH**, a Minnesota limited liability company ("Developer").

1. BACKGROUND.

A. The Developer has submitted to the City a Conditional Use Permit application for property in the City of Lakeville, Minnesota, located at 16880 Cedar Avenue and legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property").

B. The development of the Subject Property includes the expansion of the existing 5,400 square foot facility and expansion of the parking lot to include more than 125% of the minimum number of parking spaces required by the Zoning Ordinance ("Improvements").

2. CONDITIONS OF APPROVAL. This Agreement is a condition of Conditional Use Permit approval and will be recorded against the Subject Property.

3. PLANS. The Subject Property shall be developed in accordance with the following plans which are on file with the City. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Site Plan

Plan B – Grading and Drainage Plan

Plan C – Utility Plan

Plan D – Landscape Plan

Plan E – New Building Floor Plan

Plan F – New Building Elevations Plan

Plan G – Lighting Photometric Plan

Plan H – Traffic Control Plan

No work can occur outside of the areas indicated on the plans without modifying this Agreement or obtaining a separate grading permit.

4. EROSION CONTROL. The Developer is responsible for 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 to 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.

\$75,670.40	x 2.00%	= \$1,513.41
Grading Cost	2026 Rate	MS4 Administration Fee
Restoration Covenant Church CUP		Restoration Covenant Church CUP

5. LICENSE. Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City

in conjunction with site development. This license shall expire upon the issuance of a certificate of occupancy for the Subject Property.

6. CONSTRUCTION ACCESS. The construction traffic access and egress for grading, utility, and street construction is anticipated from Cedar Avenue. Dakota County permitting may require an access permit.

7. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part- or full-time inspection of proposed public utilities and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

8. DRAINAGE AND GRADING. As and to the extent required for the installation of the Improvements, Developer (or its agents, employees, or contractors) shall grade the Subject Property in accordance with the approved Grading, Drainage and Erosion Control Plan. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading necessary for the installation of the Improvements and final establishment of ground cover or temporary stabilization approved by the City (unless and to the extent otherwise permitted hereunder), the Developer shall provide the City with an "as constructed" plan certified by a registered land surveyor or engineer that all Improvements have been constructed pursuant to the applicable, approved plans.

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.

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

If the final “as constructed” plan for the Improvements is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the Improvements and submission of the “as constructed” plans for the Improvements, the security, less any draw made by the City, shall be released.

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.

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

10. STORM SEWER. The Developer shall construct a privately owned and maintained 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 enter into a stormwater maintenance agreement with the City in a recordable form approved by the City 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 Developer shall address remaining stormwater review comments and submit a revised Stormwater Management Plan (SWMP) prior to approval of the SIPA.

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.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

11. 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 does not include any modification or relocation of privately owned and maintained sanitary sewer service.

12. WATERMAIN. The Developer shall construct a privately owned and maintained water service. The Developer shall provide plans showing the location of the existing water service and connection, as well as the proposed new water service and connection serving the property.

13. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$25,000.00 landscaping security to ensure that the landscaping is installed in accordance with the approved plan.

The Developer must submit an as-planted landscape plan to the City prior to a landscape inspection of the site.

14. 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 approved landscape plan. A total of 651 diameter inches of significant trees is 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.

15. SPECIAL PROVISIONS. The following special provisions shall apply to this Agreement:

- A. Civil plans must be approved by the Engineering Division.
- B. The site and building improvements shall be developed according to the plans approved by the City Council.
- C. Any changes to the structure of the existing freestanding sign or addition of signs to the site require the issuance of a building permit before installation.
- D. All exterior lighting shall be so directed not to cast glare toward or onto public right of way or neighboring residential uses or districts, and shall be in compliance with 11-16-17 of the Zoning Ordinance.
- E. 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.
- F. The Developer shall pay a cash fee for City Engineering Administration based on three percent (3.00%) of the estimated construction cost, or \$4,233.53.
- G. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

The Developer shall post a \$9,600.00 security to ensure that the retaining wall is installed in accordance with the approved plan.
- H. The Developer shall submit as-built record drawings following the completion of the project to be constructed on the Subject Property.

16. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow or letter of credit, in the form attached hereto, from a bank ("Security") for \$135,697.52 prior to City Council execution of this Agreement. The amount of the Security is calculated as follows:

CONSTRUCTION COSTS:

Watermain Connection	\$5,000.00
Storm Sewer Connection	10,000.00
Grading, Erosion Control and Restoration	<u>75,670.40</u>

CONSTRUCTION SUB-TOTAL	<u><u>\$90,670.40</u></u>
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OTHER COSTS:

Developer's Design (3.0%)	\$2,720.12
Developer's Construction Survey (2.5%)	2,266.76
City's Legal Expense (0.5%)	453.36
City Construction Observation (5.0%)	4,533.52
Developer's Record Drawing (0.5%)	453.36
Retaining Wall	9,600.00
Landscaping	<u>25,000.00</u>

OTHER COSTS SUB-TOTAL	<u><u>45,027.12</u></u>
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TOTAL PROJECT SECURITIES:	\$135,697.52
----------------------------------	---------------------

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City Administrator. The City may draw down the Security, on five (5) business days prior written notice to the Developer, for any violation of the terms of this Agreement or without notice if the Security is allowed to lapse prior to the end of the required term. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the Security may

be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

17. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished by the Developer prior to issuance of a building permit.

A.	MS4 Administration Fee	\$1,513.41
B.	City Engineering Administration (3.00%)	<u>2,720.12</u>
	SUBTOTAL CASH REQUIREMENTS	\$4,233.53

18. ACKNOWLEDGEMENT. The Developer acknowledges that approval of installation of the Improvements does not constitute a guarantee by the City of any future subdivision approvals and that the Developer performs the work on the Subject Property at its own risk.

19. RESPONSIBILITY FOR COSTS.

A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees. Notwithstanding anything contained within this Section 21(B), Developer shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful

misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

20. MISCELLANEOUS.

A. Third parties shall have no recourse against the City under this Agreement.

B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

D. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Subject Property; that there are no unrecorded interests in the Subject Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

E. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be

deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

F. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and certificates of occupancy, and the halting of all work on the Subject Property.

G. The Developer represents to the City that the development complies with all City, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the development does not comply, the City may, at its option, refuse to allow construction or development work in the development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

21. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than ten (10) days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

22. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 16880 Cedar Avenue Rosemount, Minnesota 55068. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

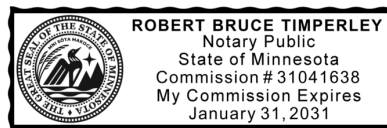
**DEVELOPER:
RESTORATION COVENANT CHURCH**

By: Rob Jacobson
Rob Jacobson
Its: Lead Pastor

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1st day of July, 2026,
by Rob Jacobson, the Lead Pastor of **RESTORATION COVENANT CHURCH**, a
Minnesota non-profit corporation, on behalf of said entity.

Robert Bruce Timperley
NOTARY PUBLIC



DRAFTED BY:
Campbell, Knutson
Professional Association
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT

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.

Abstract Property

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **RESTORATION COVENANT CHURCH**, a Minnesota non-profit corporation (the “Owner”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

RECITALS

- A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and
- B. The Owner is proceeding to develop the Property, and has requested approval of a conditional use permit for the proposed development; and
- C. The final site plans and conditional use permit for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and
- D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and
- E. The City requires that on-site stormwater management/BMP facilities (“Stormwater Facilities”) as shown on the Approved Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval; and
- F. As a condition of the conditional use permit and site plan approval, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over portions of the Property (the “Easement Areas”) legally described and depicted on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Construction of Stormwater Improvements.** Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. **Maintenance of Stormwater Improvements.**

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the Owner shall adhere to the schedule and shall comply with all federal, state, and local regulations relating to the disposal of material.

3. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. **City Access and Maintenance Rights.**

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Areas for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences therefrom related to the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. **Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Areas and access over the Property to the Easement Areas. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Areas, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. **Reimbursement of Costs.** The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for the performance of the Owner's required work under this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

8. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Restoration Covenant Church
 16880 Cedar Avenue
 Rosemount, Minnesota 55068
 Attn: Rob Jacobson

To the City: City of Lakeville
 20195 Holyoke Avenue
 Lakeville, Minnesota 55044
 Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. **Successors/Covenants Run with Property.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

**PROPERTY OWNER:
RESTORATION COVENANT CHURCH**

By: Rob Jacobson
Rob Jacobson

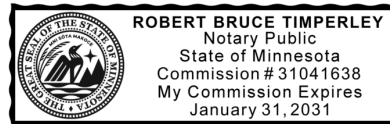
Its: Lead Pastor

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1st day of July, 2026, by Rob Jacobson, the Lead Pastor of **Restoration Covenant Church**, a Minnesota non-profit corporation, on its behalf.

Robert Bruce Timperley

Notary Public



CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

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 $\frac{1}{4}$ of Section 3, Township 114, Range 20, Dakota County, Minnesota.

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

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.



Date: 7/6/2026

**Update on Safety and Operations at the CSAH 50/CSAH 60 Roundabout
Dakota County Presentation**

Proposed Action

Staff recommends adoption of the following motion: No motion or action required. This is for informational and discussion purposes only.

Overview

Dakota County Transportation staff will present the results of a multiyear study of crash trends and safety performance at the CSAH 50/CSAH 60 roundabout. Council action is not required; Dakota County is seeking City Council awareness and input as the study moves forward.

Supporting Information

1. 50-60 Update Lakeville 6.30.26

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Zach Johnson, City Engineer



Update on Safety and Operations at CSAH 50/CSAH 60 Roundabout

Lakeville City Council

July 6, 2026

Tyler Krage, County Traffic Engineer

Agenda

- Intersection Background
- Mitigations and Analysis up to this Point
- Option Review
- Comparisons
- Questions and Discussion



- Safety & Crash Reduction
 - Intersection has consistently experienced highest number of crashes at County intersections since Roundabout installation in 2015
 - Highest Crash Rate Index (CRI) since 2021

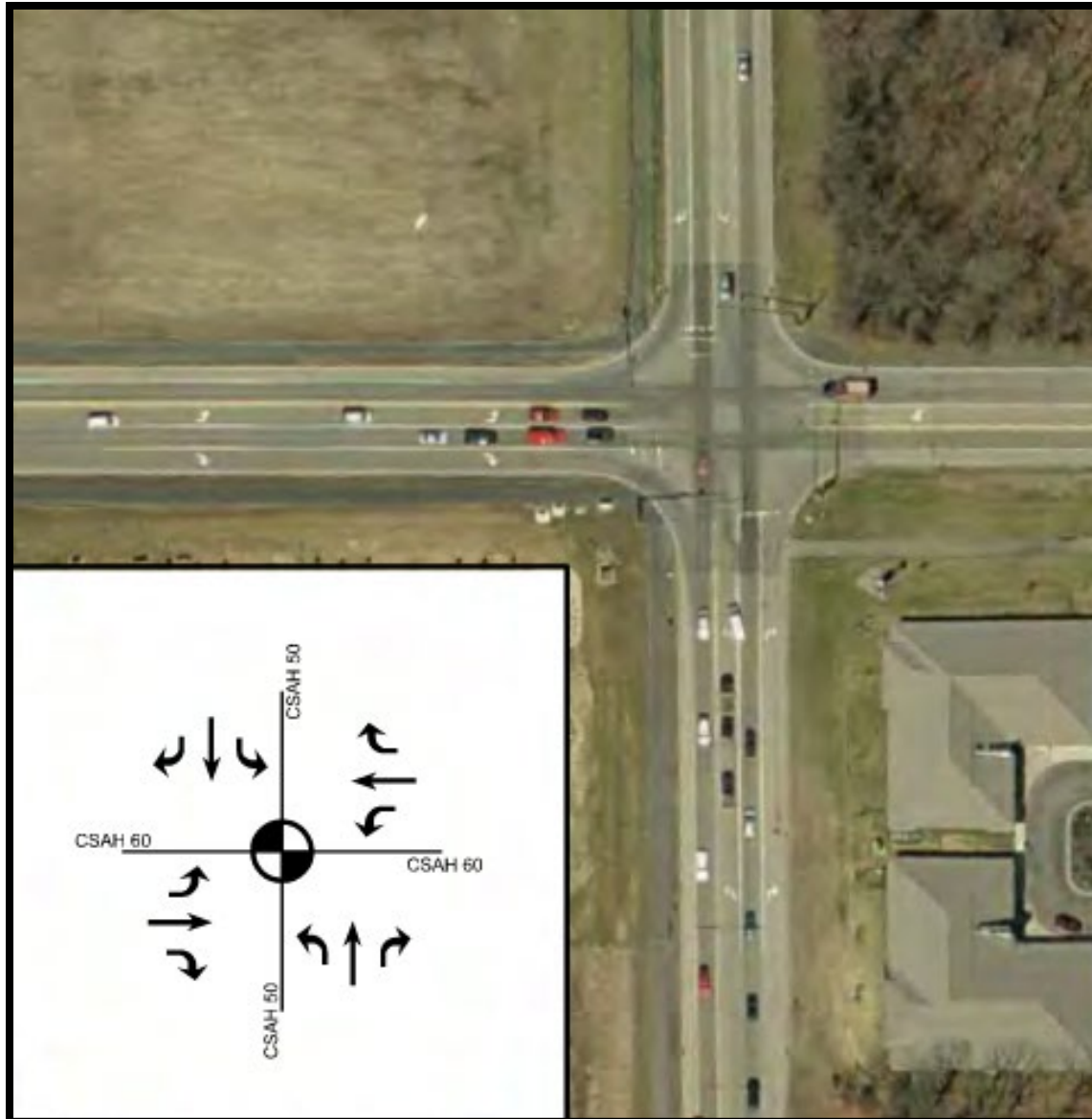
CSAH 50/60 Background



- Crash Rate Index (CRI) is a metric that weighs factors to determine if a crash issue exists
- CRI of 1.00 or higher suggests crash issue
- CRI Factors
 - 3 years of crashes
 - Traffic Volume
 - Comparison to other similar MnDOT intersections in MN

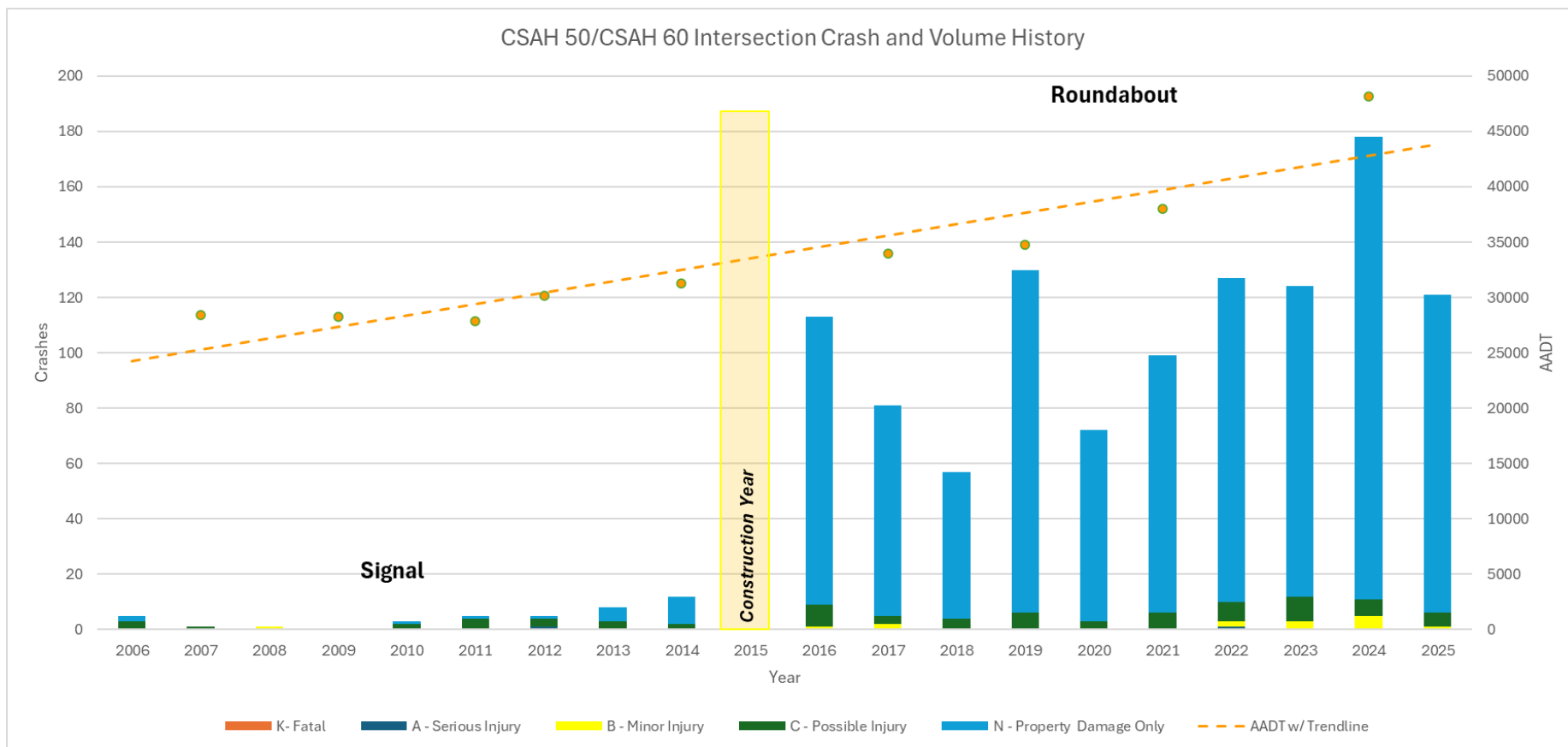
Intersection	City	CRI	2023-2025 Crashes
CSAH 50 and CSAH 60	Lakeville	5.96	423
CSAH 33 and December Trail	Rosemount/ Apple Valley	4.20	17
CSAH 62 and CR 85/Goodwin	Vermillion	3.88	11
CSAH 46 and TH 52 Ramps	Coates	3.66/ 2.84	17 / 16
CSAH 78 and TH 3	Castle Rock	3.29	13
CSAH 9 and 190th	Lakeville	3.03	21
CSAH 8 and Livingston	West St Paul	3.00	15
CSAH 42 and Biscayne	Rosemount	2.97	25
CSAH 73 and Cenex / 55th	Inver Grove Heights	2.94	11
CSAH 42 and TH 52 West Ramp	Rosemount	2.91	18
CSAH 60 and Orchard Trail	Lakeville	2.71	26
CR 5 and Kenyon	Lakeville	2.34	15

CSAH 50/60 Background



- Prior operation was a traffic signal
- Noted delay and traffic issues
- Delay issues were related to more to capacity than traffic signal (new lanes were added)

CSAH 50/60 Background



Historical Traffic Volumes show about a 2.7% Annual Growth Rate up to now

Mitigations and Analyses



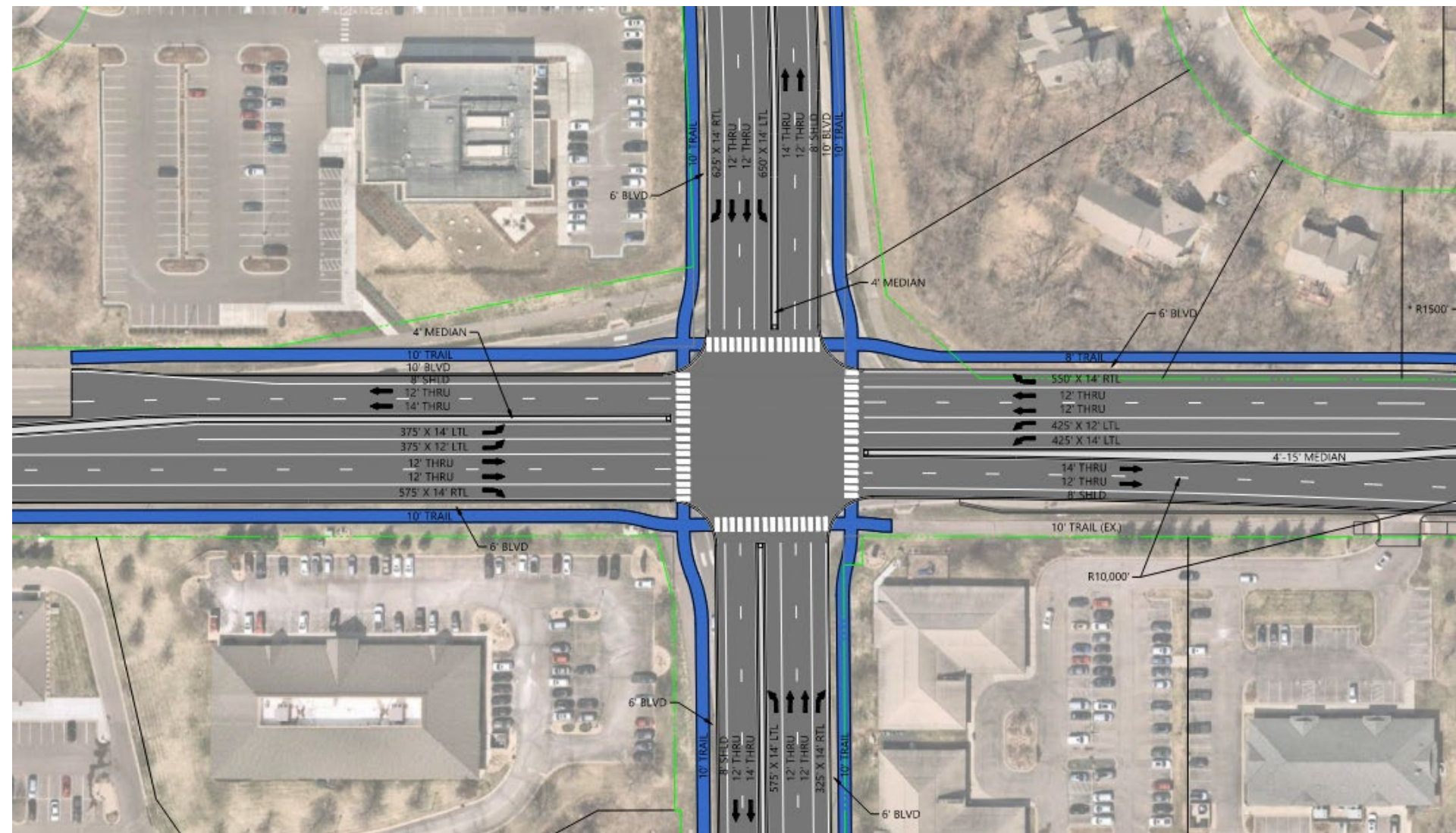
- Public Education Campaigns/Meetings (From City & County) 2016-2018
- Enhanced Police Enforcement Campaign 2018
- Overhead Signage Installation 2018
- Various Signage & Striping Reconfigurations 2016-2021
- MnDOT & FHWA Research Projects 2018 & 2019
- Pedestrian Crossing Study & Improvements 2022
- In-Depth Crash Review Trends Study 2024
- Industry Leader Design Peer Review & Recommendations 2024-2025
- Traffic Control Analysis 2025-2026

Dakota
COUNTY

- Pedestrian Beacons and “Z-crossings” to Further Separation of Pedestrians from Exiting Traffic
- Permanently Buffered Lanes with Mumble Strips in Buffers
- Leveling Around Central Mound



Option 3 Traffic Signal Conversion



**How do these options
compare against each other?**

Buffered Lane Safety Improvements

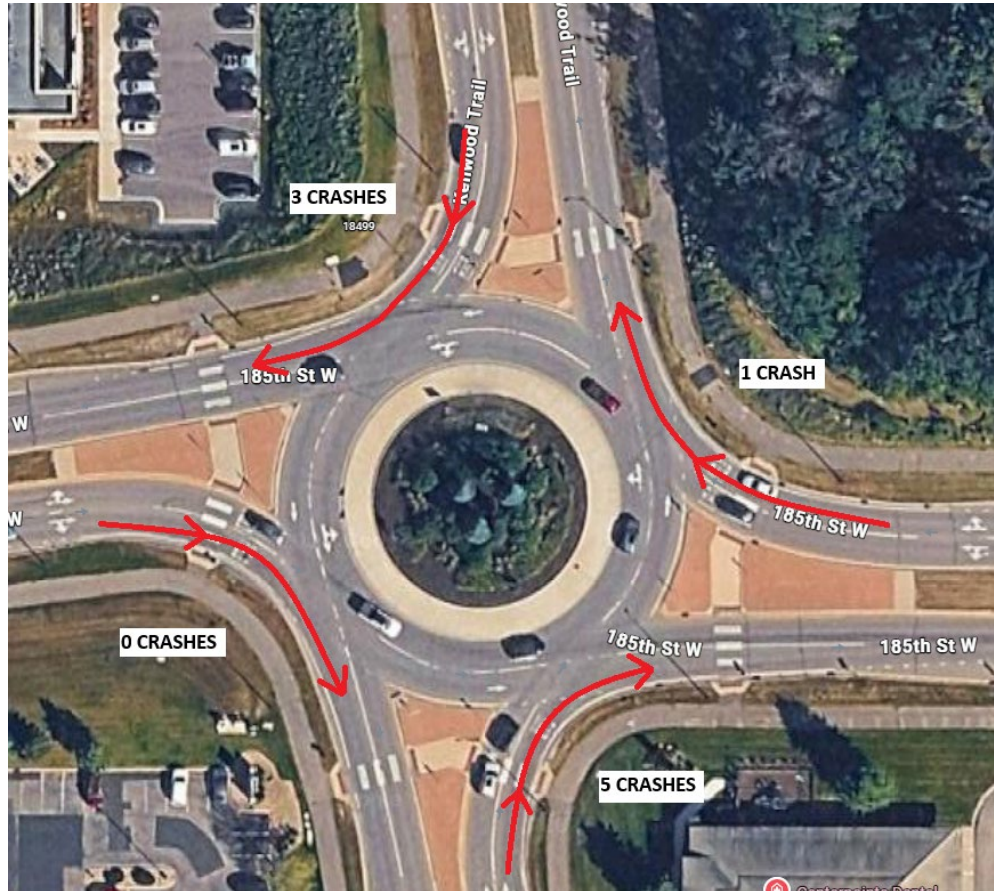


Time Range	Crashes at CSAH 50/60
Nov 2025-Current 2026 (Lane buffers installed)	90
Nov 2024-July 2025 (Pre-lane buffers, but 185 th construction closed the East approach)	77
Nov 2023-July 2024 (Pre-buffer)	95
Nov 2022-July 2023 (Pre-buffer)	78

Temporary Buffered Lanes showed negligible to no crash reduction

Bypass Safety Improvements

Crashes in 2023 due to right turning vehicles



Of 123 total crashes only
9 involved right turns

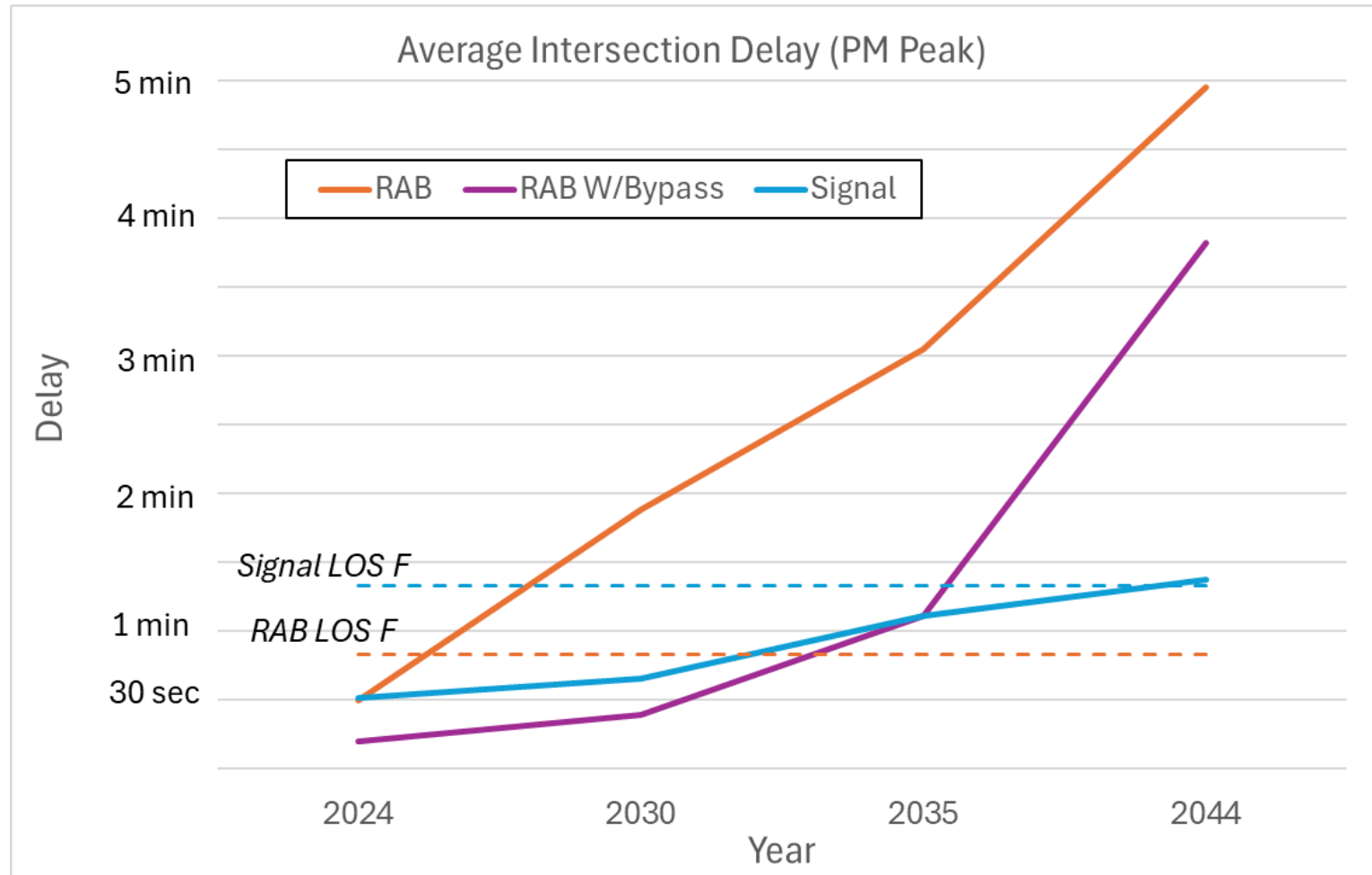
Roundabouts generally have less severe crashes than traffic signals

2023-2025 Crash Severity Comparison								
Intersection	Type	AADT	K	A	B	C	N	Total
CSAH 50 & CSAH 60	RAB	47,000	0	1	9	22	396	428
CSAH 42 & CSAH 23	Signal	79,700	0	0	4	10	101	115
CSAH 31 & CSAH 42	Signal	57,350	0	2	4	8	53	67

K=Fatal A=Incapacitating Injury B=Minor Injury C=Possible Injury N=Property Damage Only

CSAH 50/60 RAB creates 3x the amount of taxpayer crash costs compared to higher volume signals

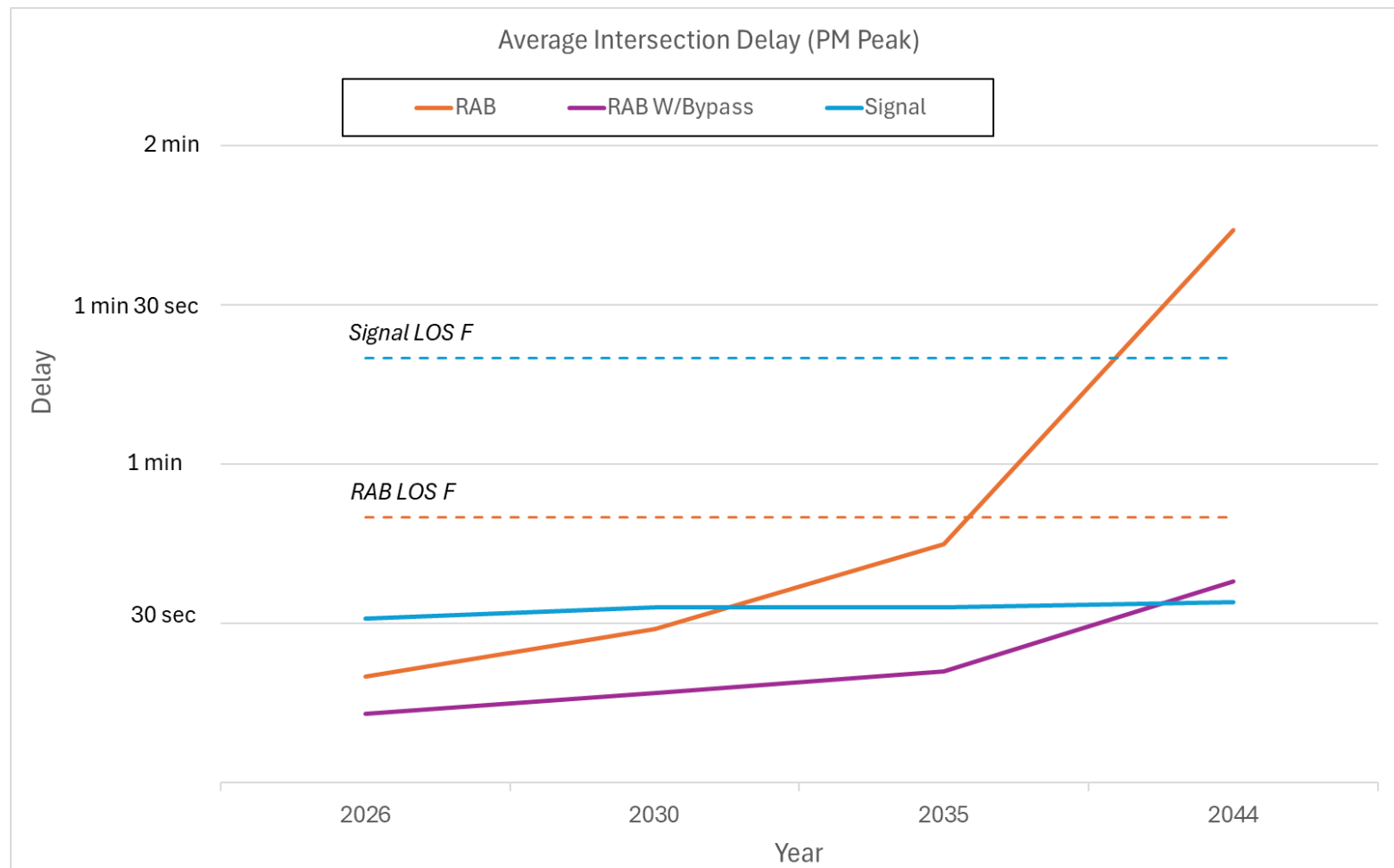
Delay's Impact on Safety - Travel Demand Model Growth Rates



Utilizing 1.5-2.5% Annual
Growth Rates

Bypass Option has AM worst-case
movements of 5 minutes in 2030

Delay's Impact on Safety - Lower Growth Rates (per Lakeville)



Utilizing 0.5-1.0% Annual
Growth Rates

- 2x2 RAB safety and operations fails around 50,000-55,000 ADT (CSAH 50/60 at 48,000)
- Consulted industry RAB experts from:
 - MnDOT
 - Institute of Transportation Engineers
 - Transportation Research Board
 - National Committee on Uniform Traffic Control Devices

All noted surprisingly high volume for 2x2 RAB



Mankato, one of few MN 2x2 RAB's— 29,000 AADT

Other locations with High Volume 2x2 RAB's

- MnDOT now avoids building 2x2's
- UK starting to remove/signalize large RAB's
- AZDOT replaced 2x2 RAB interchange due to high crashes
- Only 4 other comparable RAB's in USA, all with similar crash issues
 - Keene, NH
 - Viera, FL
 - Phoenix, AZ
 - Fishers, IN

Fishers scraps roundabout planned for 116th Street and Allisonville Road

by: [Gabriella Morando](#)

Posted: Sep 3, 2025 / 10:15 PM EDT

Updated: Sep 3, 2025 / 10:15 PM EDT

SHARE



FISHERS, Ind. — The city of Fishers is throwing out its plans for a roundabout at 116th Street and Allisonville Road. The decision comes after several crashes have plagued the 96th Street roundabout about three miles away.

Overall Options Comparison

Option	Safety Improvement	Delay Improvement	Cost
Option 1 – Enhanced RAB	* Minor improvements	* No delay improvements	*** \$100,000-200,000
Option 2 – Enhanced RAB with Right Turn Bypasses	* Minor improvements plus 3% RT crash reduction	** Delay improvements for certain movements	** ~\$1.5M
Option 3 – RAB to Signal Conversion	*** Per signal comparisons, may see 80-50% crash reduction	*** Major delay improvements and ability to adapt to changing traffic	* ~\$4-5M

Key -

* (No to Minor Improvement)

** (Some Improvement)

*** (Major Improvement)

Proposed Project Process



- Begin Engineering Phase and award a consultant contract
 - Allows for over 1 year focused public engagement
 - Requirement that consultant has experience in managing sensitive engagement efforts with the public
- Provide Updates to Lakeville Council and Dakota County Board during engineering phase
- County Board approval prior to moving into a ROW Phase

Questions?



Date: 7/6/2026

Lakeville Facility Study Update

Proposed Action

Staff recommends adoption of the following motion: For discussion, no formal action required.

Overview

Staff and representatives from HKGI will present an update on the community facilities study, part of the broader Parks System Master Plan project. Work to date for facilities has centered on launching the study, including stakeholder meetings with senior/active adult program users, Heritage Center users, the school district, arts center staff and users, athletic associations, and event organizers, along with a Project Management Team that has met twice. An online survey (open through 7/10/2026) found that the public is largely satisfied with the condition of current facilities, while staff and stakeholders point to more operational challenges related to building size and functionality — suggesting staff are making effective use of limited space but are constrained by what the buildings can support. Fitness and active recreation, along with room rentals and banquet space, emerged as top priorities for a future facility, consistent with feedback from the PMT and stakeholders.

The needs assessment has identified six initiatives to guide the park system plan:

- Expanding year-round indoor recreational opportunities / creating long-range plans for existing facilities
- Maintaining existing park features and playgrounds
- Improving trail connectivity and crossings
- Expanding waterfront access
- Growing access to natural areas
- Securing parkland for future growth

Next, a statistically valid phone survey will run in late July/early August to gauge broader resident interest, while the project team continues studying community facility programming options and identifying specific projects for the park plan.

Supporting Information

1. Facility Study Presentation and Survey Results

Financial Impact: \$NA **Budgeted:** No **Source:** NA
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Joe Masiarchin, Parks and Recreation Director



Lakeville Facility Study Update

Stakeholder Meetings | Pages 1 - 10

Community Survey Results| Pages 11-19

ACTIVE ADULT

- Outgrown the current space available
- Configuration makes for challenges
- Demographic growth of Active Adults
- Expansion of exercise/dance/classes
- Walking loop
- Would like to retain some senior specific space, but would like to be a part of something bigger and multi-generational



EVENTS

- Some of the events have filled or outgrown downtown/arts campus, but still see it as the “home base”
-Pan-O-Prog, Arts Festival
- Don’t see spaces in town to host the bigger events (300-400+)
- Looking for winter options for events
-Arts campus and Hasse Arena are tough
- Don’t plan infrastructure for the couple big events (ie. restrooms)



ARTS

- Need to stay downtown
- Would support better connection between Performing and Fine Arts
 - Gift Shop / Lobby Space Desired*
- Enhancements to Performing Arts:
 - Scene Shop/Storage, Blackbox, Fly System*
- Vision for Fine Arts:
 - New or remodeled building*
 - More classrooms, flexibility to expand some spaces beyond 900SF*



HERITAGE CENTER USERS

- Everyone is cramped
- Yellow Ribbon appreciates synergy with active adult programming
- Offices plus larger space to take over for periodic events
- Historical Society sees a larger “market” than just seniors, but appreciates staffing cooperation
- Interested in storage/workshop
- Discussion of incorporated exhibit space



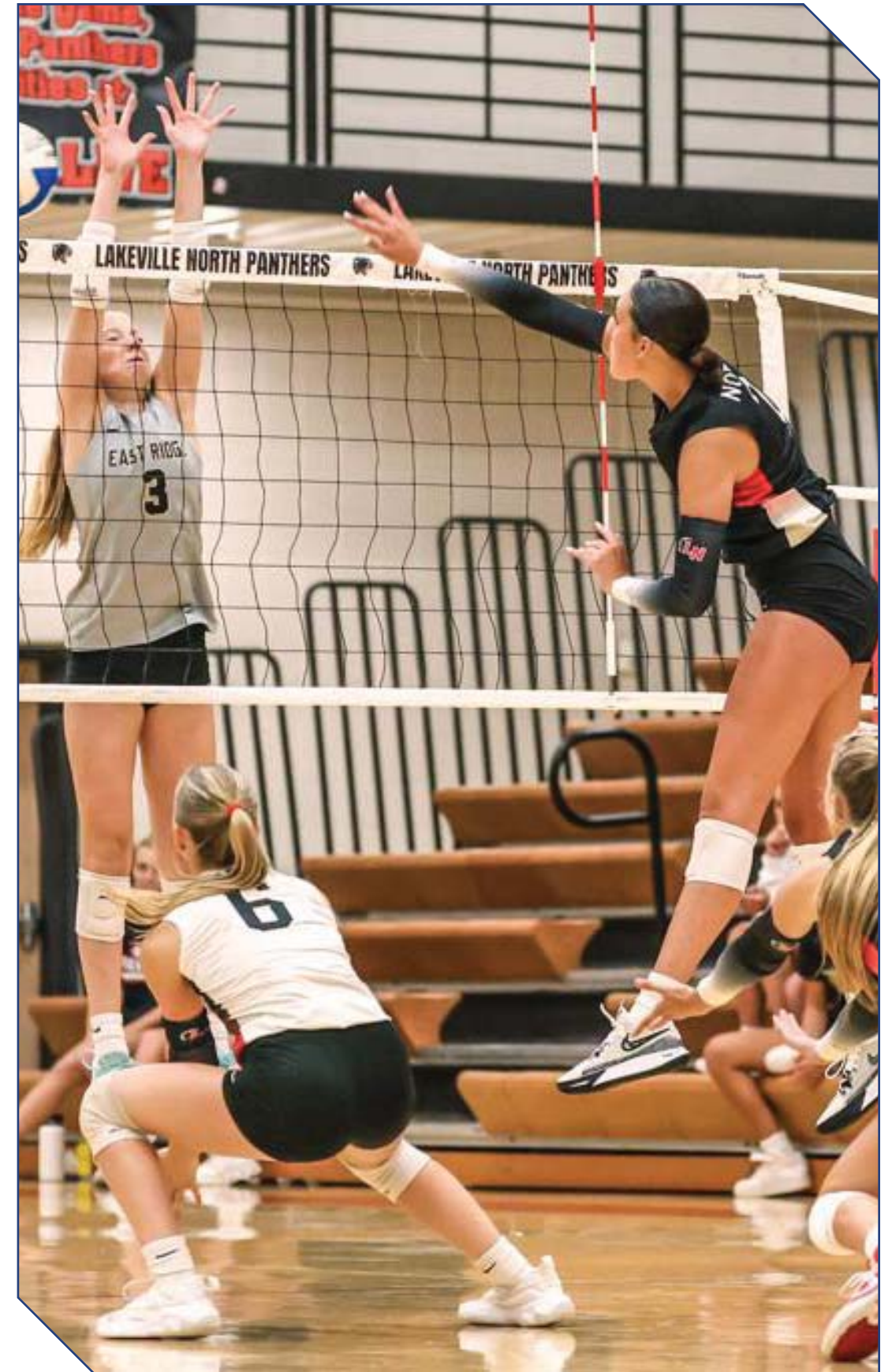
RECREATION

- Gymnasium space
- All kinds of fitness
- Demand for additional programming that could be offered:
 - All day camps
 - Rec league athletics
 - Bigger summer and winter programs
- Program hub - staging for larger groups
- Facilitate community connections



SCHOOLS

- The schools do not have enough capacity for community/rec teams
 - Seeing lots of demand from the kids who are not able/interested in varsity sports, but want a place to play with their friends
- Would use additional space for activities like marching band, cheer, flag, etc.
- Security needs have made it more difficult to open space to outside groups



ATHLETICS

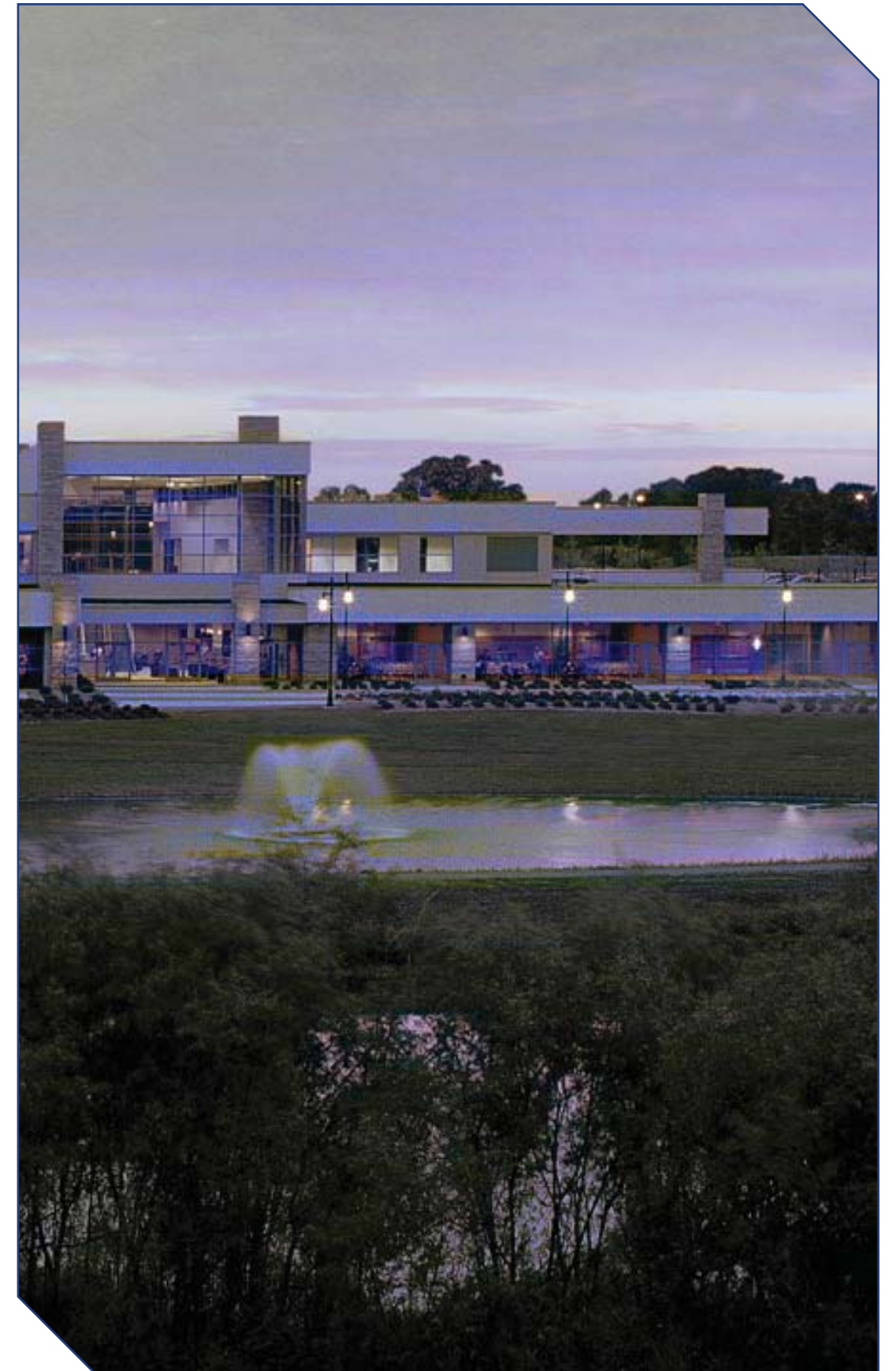
- “You can’t build enough courts”
-But if you do, 4 in one spot is great
- Demand persists for Basketball and Volleyball
- Limiting recreation level options at times because of available space
- Field sports would like indoor space especially for winter/shoulder seasons



SITE VISITS

Staff has been touring other locations to observe and learn:

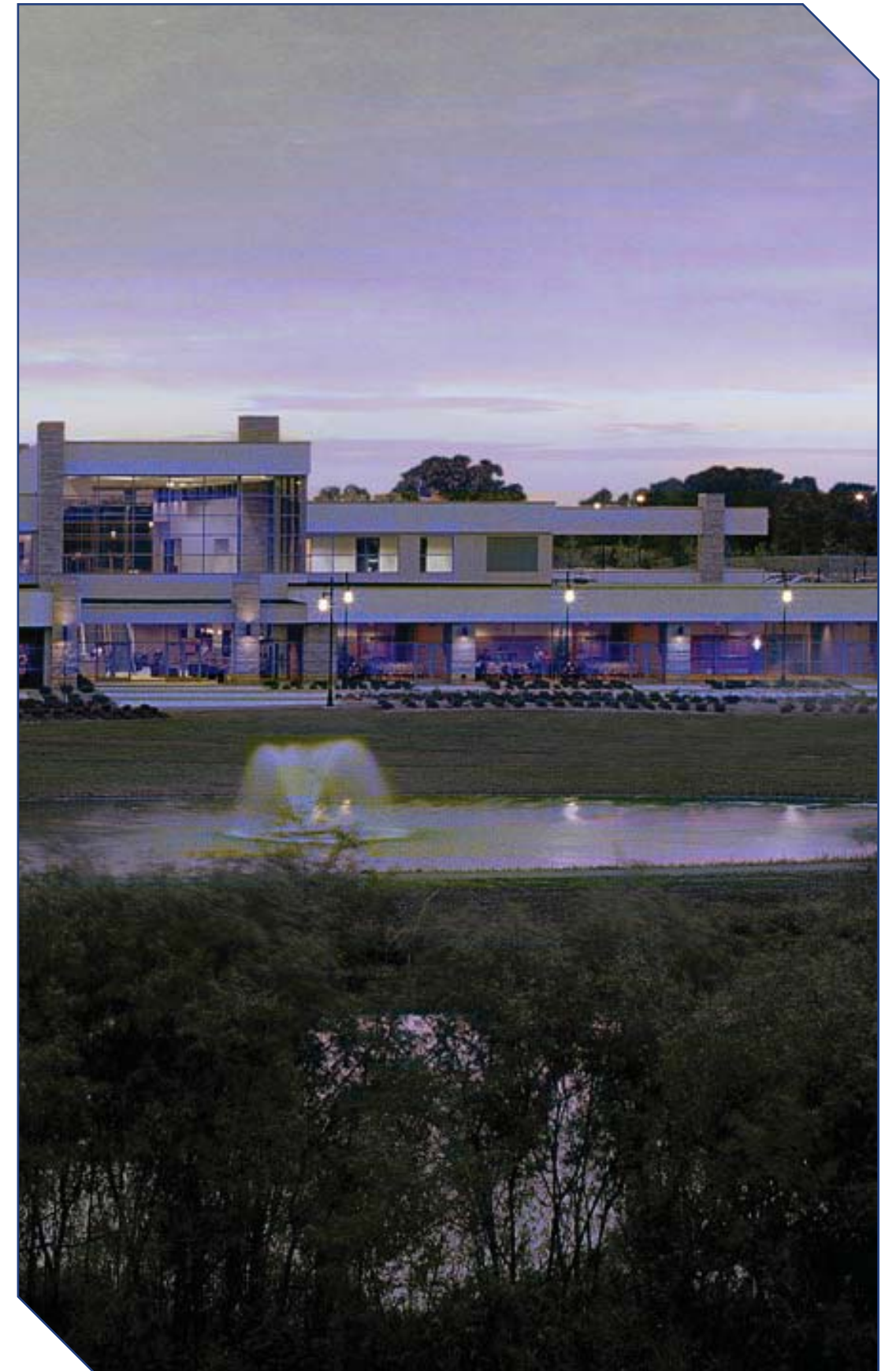
- Flexibility and phasing is important for long term function
- Flow and program relationships matter
- Opportunities for cost recovery
 - Indoor Play, Rentals, Tournaments
- Fitness and indoor walking tracks
- Turf highly used in winter/shoulder seasons, but not much in summer
- Storage!



SITE VISITS - SENIORS

Staff has been touring other locations to observe and learn:

- Welcoming entry / lobby matters for experience
- Indoor/Outdoor spaces
- Flexible room sizes and programming with soundproof dividers
- Van / ability to do trips from a “home base”
- Storage!

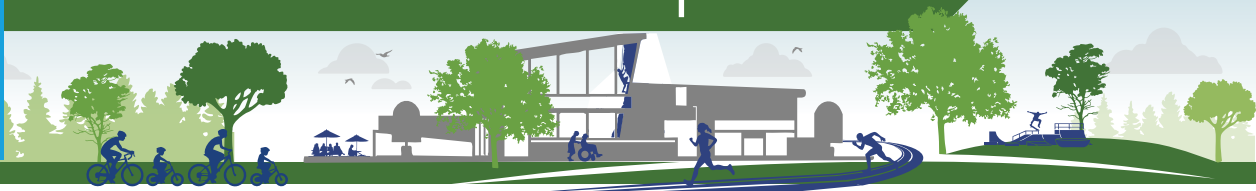


803

Responses
as of 06/24/2026

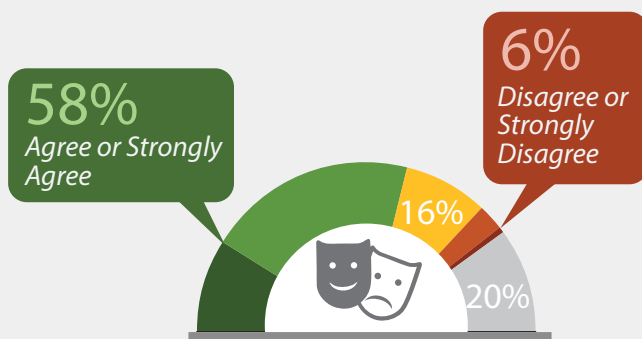
COMMUNITY CENTER FACILITIES STUDY

Survey Results

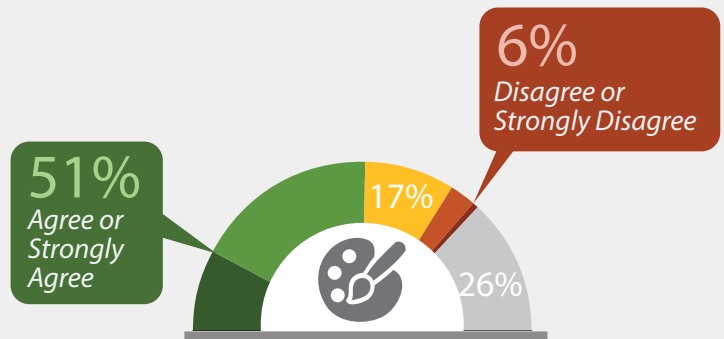


1 Please provide your reaction to the following statements:

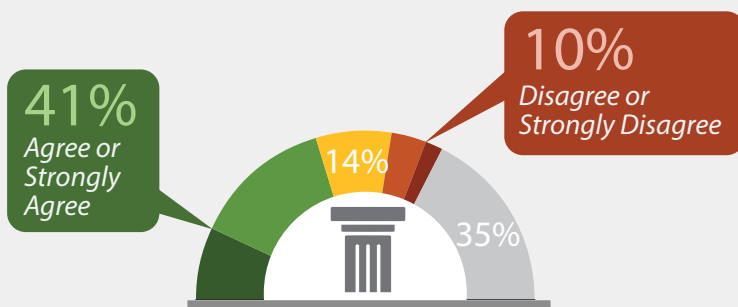
● Strongly Agree ● Agree ● Neutral ● Disagree ● Strongly Disagree ● I Don't Know



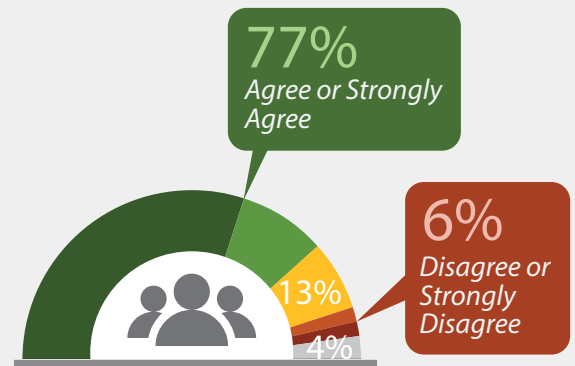
The Lakeville Performing Arts Center meets the needs of the community for arts programming



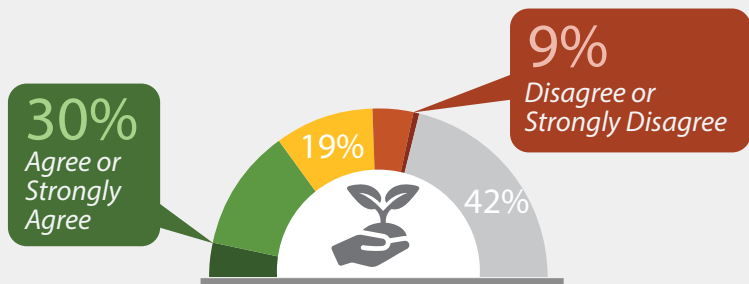
The Lakeville Fine Arts Center meets the needs of the community for arts programming



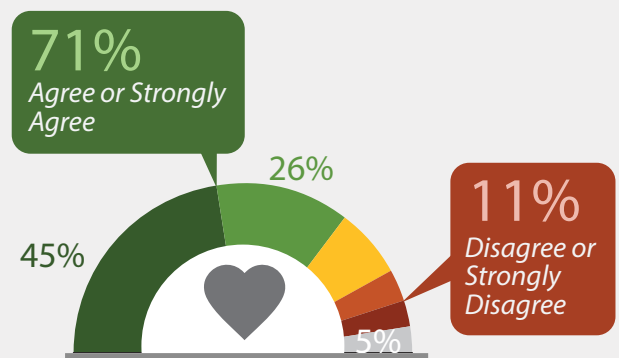
The Heritage Center meets the needs of the community for active adults and senior citizens



Lakeville should have a community center facility



The Ed Mako Environmental Learning Center at Ritter Farm Park meets the needs of the community for environmental education



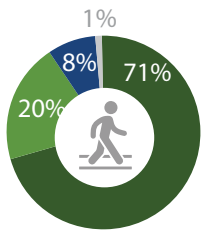
I would regularly use a community center if Lakeville had one

Future Community Center

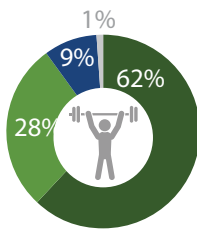
17

The City of Lakeville is in early steps to explore the possibility of a Community Center Facility. How important do you find the following features:

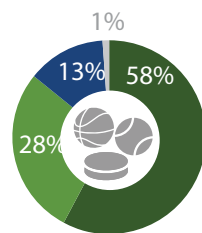
● Very Important
 ● Somewhat Important
 ● Not Important
 ● I don't know



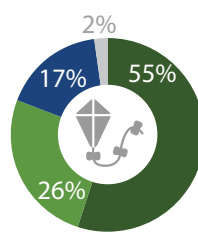
Walking Track



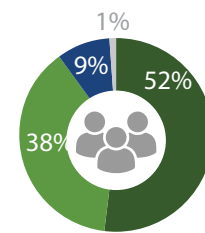
Individual Fitness



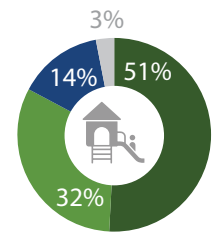
Indoor Courts



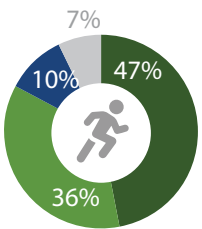
Outdoor Play Space



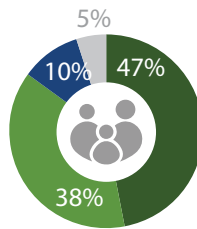
Group Fitness



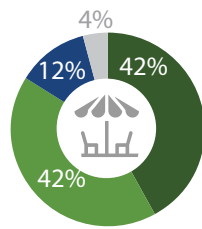
Indoor Playground



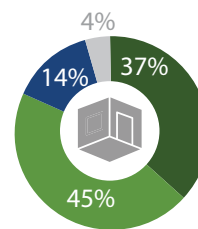
Active Adult Center



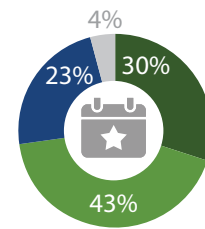
Teen Focused Spaces



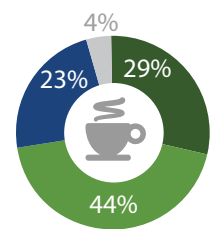
Outdoor Plaza Space



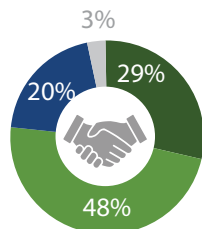
Room Rentals



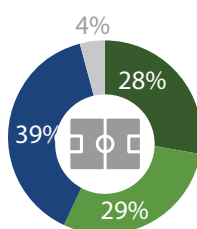
Banquet room/Event rental



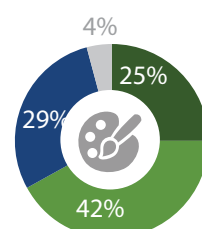
Cafe/coffee shop



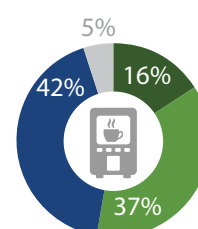
Classrooms/Meeting rooms



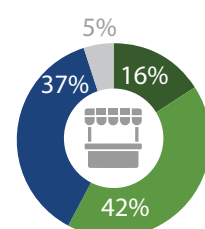
Indoor Turf Field Space



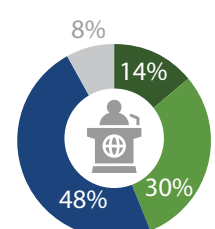
Art/craft studios



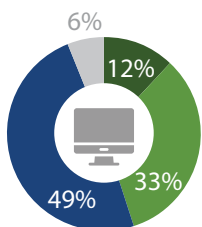
Vending Machines



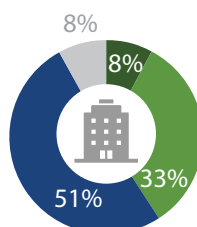
Concessions



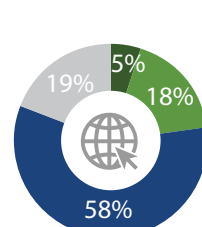
Convention Space



Computer/Tech Area



Working Space



E-Sports

?

Other

*Common responses:

- Community Pool/Indoor Pool/Aquatic Center
- A more affordable facility with offerings similar to Lifetime
- Indoor Rec
- Family Recreation
- Accessibility and Inclusion

18

Of your priorities previously, are you visiting other locations that provide these services? If so, where?

Responses included:

- Lifetime fitness and other private gyms/clubs
- Apple Valley Community Center
- Maple Grove Community Center
- Shoreview Community Center
- Inver Grove Heights Community Center
- Eagan Community Center
- St. Louis Park Community Center
- Shakopee Community Center
- Indoor Playground Facilities
- Sports Centers

19

Are there examples of other Community facilities or community Centers that we should look at as Examples? What makes them notable?



Most Mentioned Neighboring Facility



20

Do you have any other thoughts or input related to a possible future community center?

Common Themes Heard:

- Indoor pool/aquatics is a recurring answer
- Affordability is super important
- has outgrown existing facilities
- Want to fill unmet needs not duplicate what is existing
- Community gathering space
- Indoor recreation wanted for all ages

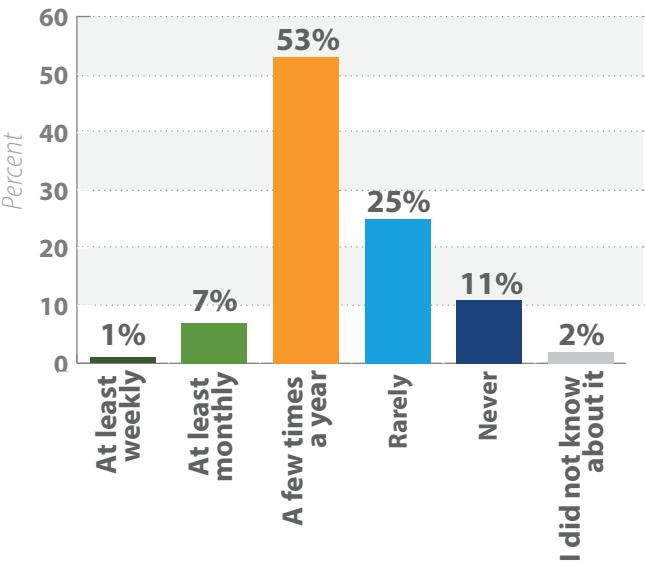
Summary:

The feedback overall supports a community center. Many included an affordable, year-round indoor aquatic center as a desired feature. Some of the key things emphasized were accessibility, affordability, and providing opportunities for all ages. Many mentioned wanting the facility to be focused on amenities that are not already available in Lakeville.

Lakeville Area Art Center

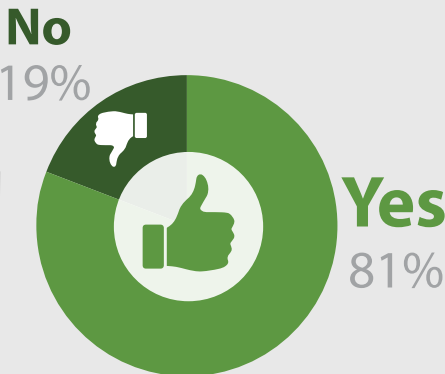


3 How often do you or members of your household use the Performing Arts Building at the Lakeville Area Arts Center? (Plays, concerts, performances)



Based on responses from specific facility users:

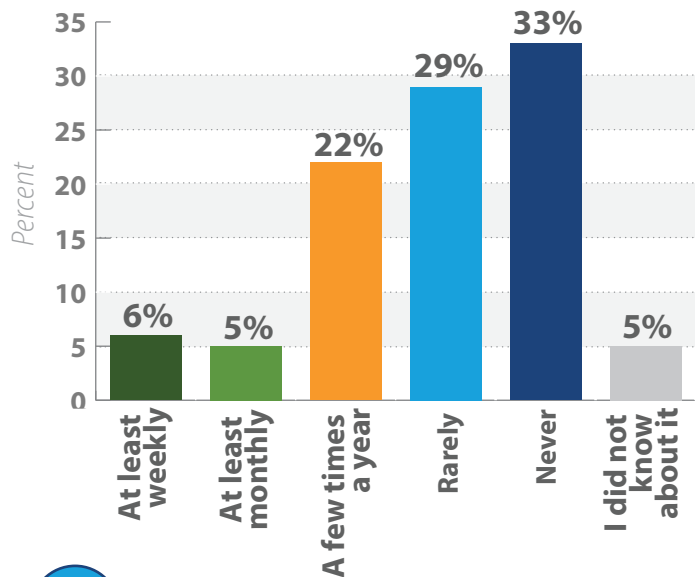
4 Does the Performing Arts Building at the Lakeville Area Arts Center meet your needs?



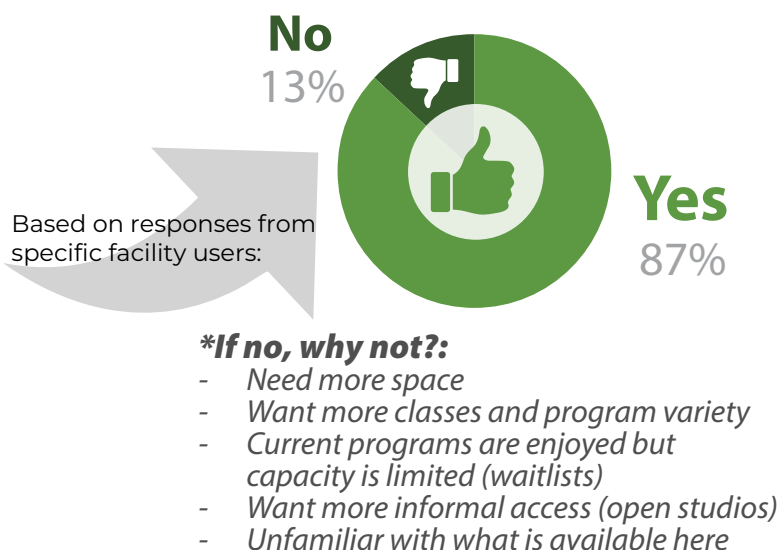
***If no, why not?:**

- Not big enough capacity
- Building and Infrastructure Limitations (ADA)
- Desire for expanded programming
- Wasn't aware of it

5 How often do you or members of your household use the Fine Arts Building at the Lakeville Area Arts Center? (Ceramics, painting, glass)



6 Does the Fine Arts Building at the Lakeville Area Arts Center meet your needs?



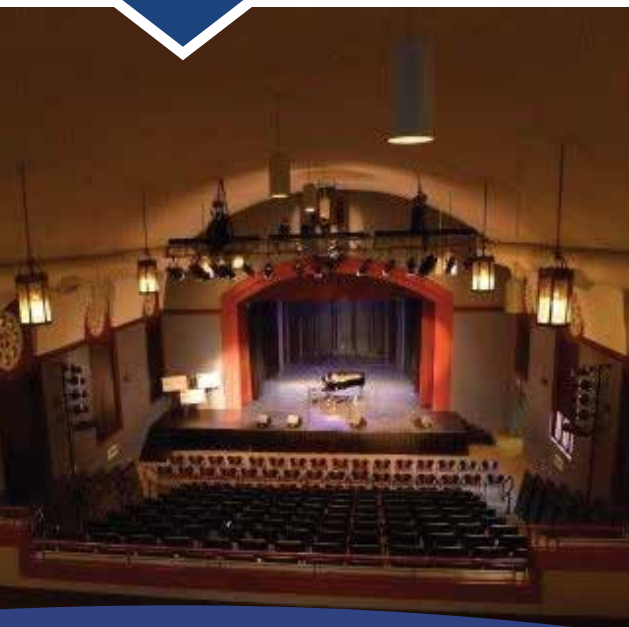
7 Do you have additional comments on the Lakeville Area Arts Center?

Common Themes Heard:

- Majority state it is a strong community/culture resource
- Need more space
- Desire for more programming and class variety
- Affordability concerns (expensive)
- Infrastructure and facility improvements needed (ADA, sounds system, bathroom updated, storage limitations, safety concerns, parking limitations)
- More awareness and marketing (don't really know what it is or don't know what there is to offer unless driving by)
- Want to balance recreation investment into cultural investment (want to keep downtown and historic facilities vibrant)

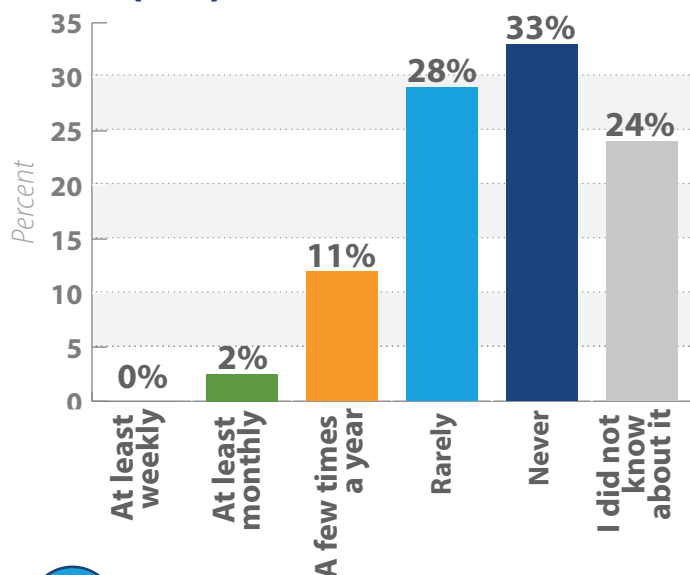
Summary:

Overall, respondents are not questioning the value of the Arts Center—instead, they are expressing a desire to grow, modernize, and expand a community resource they already highly value. Majority want to expand the space for more programming while also addressing some of the facility updates needed. Many also mentioned the desire for strengthening community awareness and marketing of what the art center has to offer.

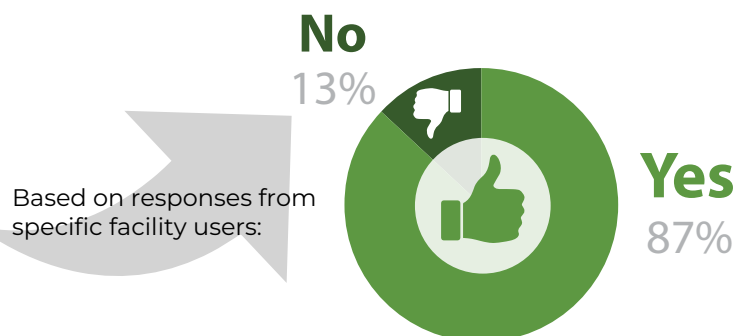




8 How often do you or members of your household use the Ed Mako Environmental Learning Center (ELC) at Ritter Farm Park?



9 Does the Ed Mako ELC meet your needs?



Based on responses from specific facility users:

*If no, why not?:

- Majority of comments say they don't know of it
- More family programming and more programming for adults
- Small and old facility
- Access concerns

10 Do you have additional comments on the Ed Mako ELC?

Common Themes Heard:

- Expand programming for all ages, especially families, adults, homeschoolers, and children.
- Increase awareness and marketing so more residents know the facility exists and understand what it offers.
- Improve facility functionality through larger gathering spaces and stronger indoor-outdoor connections.
- Address access issues such as parking and the gravel road.
- Build on existing strengths by continuing investment in this community asset.

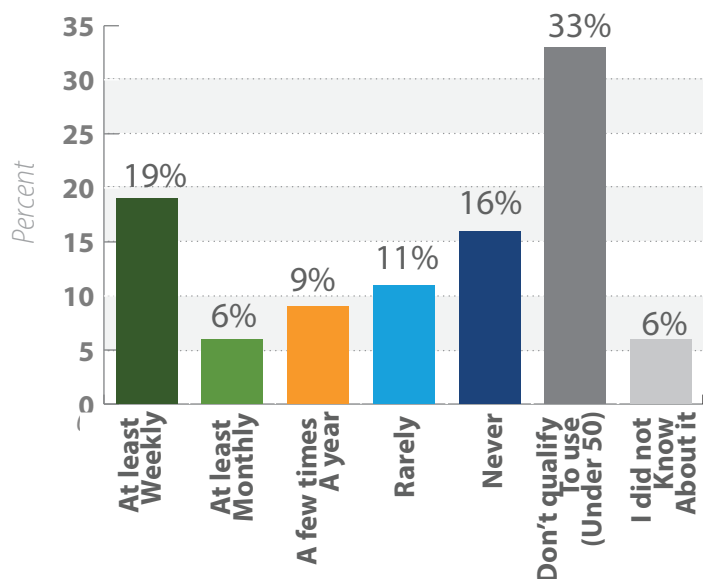
Summary:

The community views the Environmental Learning Center and Ritter Farm Park as valuable, beautiful community assets. The largest amount of feedback is a desire for expanded programming, greater public awareness, and facility enhancements that better connect visitors to the surrounding natural environment. While concerns exist regarding size, visibility, and access, overall feedback is very positive.

Heritage Center

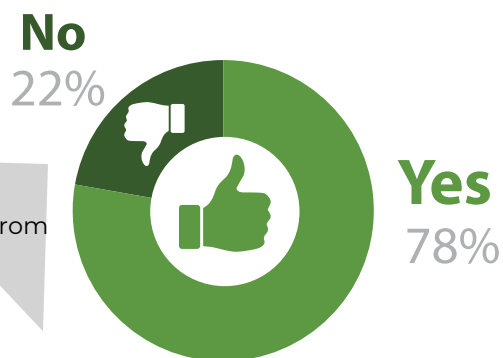


11 How often do you or members of Your household use the Active Adult Programming at the Heritage Center?



Based on responses from specific facility users:

12 Does the Active Adult Programming at the Heritage Center meet your needs?



*If no, why not?:

- Space limitation (need to expand- programs reaching capacity and sell out, rooms reaching capacity)
- Hard to find parking and too small of lot
- The time constraint on activities (only stuff during day when people work)
- The building is pretty outdated
- Don't know what is available

13

Do you have additional comments on the Active Adult Programming at the Heritage Center?

Common Themes Heard:

- Increase the facilities capacity (overcrowded classes)
- Really positive feedback about program selection (something for everyone, lots of different options)
- The staff is amazing
- The demand exceeds program availability (hard to get a spot in classes)
- Need for a larger building and more space
- Building age and design are outdated and layout is poor
- Parking constraints
- Need more awareness of what is available and going on here

Summary:

The community that visits the Heritage Center expressed high satisfaction with staff, programming, and the social opportunities provided. The main concern mentioned throughout the comments is that the facility has outgrown its current space. Respondents talk about overcrowded classes, limited room availability, parking shortages, and difficulty accessing popular programs. Many believe additional space would allow the center to expand successful offerings, increase participation, improve fitness and wellness opportunities, and better serve a growing population of active adults and seniors.

14

Do you have additional comments on the Historical Society at the Heritage Center?

Summary:

The Historical Society is viewed very positively by those familiar with it, but there is lack of awareness among the broader community. The most common concerns involve low visibility, restricted operating hours, and the museum's small, tucked-away location within the Heritage Center. Many respondents describe it as a valuable but not a known community asset. Some express interest in a more prominent location for the facility and programming. Overall, feedback suggests that community interest in local history exists, but greater visibility and accessibility are needed to fully realize the Historical Society's potential.

Common Themes Heard:

- Many people don't know it existed
- Many people appreciate it and think it's a great place
- Many believe it is a community asset
- Working adults feel like they can't visit
- Want the building to be in a more prominent location
- Desire for an expansion
- Would like there to be more social outreach

15

Do you have additional comments on Yellow Ribbon at the Heritage Center?

Common Themes Heard:

- Low awareness is a big issue
- Great Place
- Desire for greater visibility
- Need a larger space
- Appreciation for veteran support
- Suggest better accessibility
- Working adults can not attend
- Need more volunteers

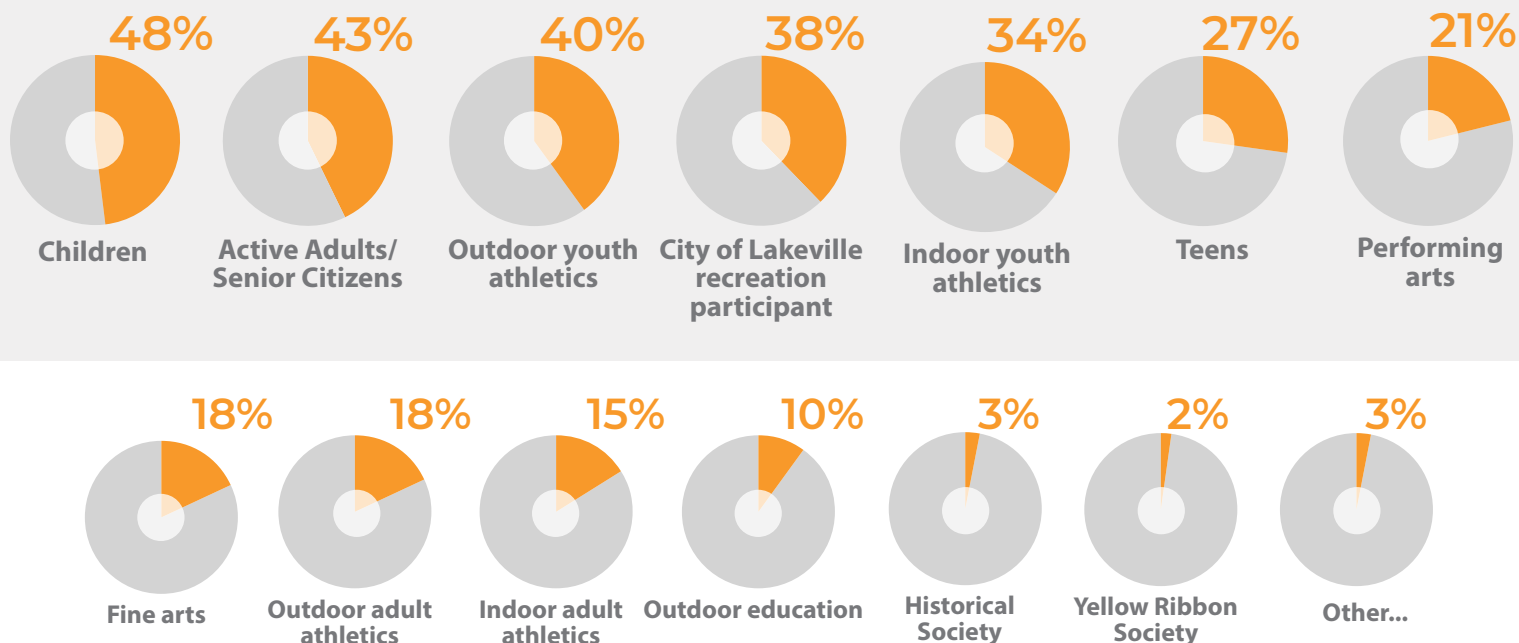
Summary:

Yellow Ribbon is viewed very positively by participants and is seen as an important resource for veterans and the community. However, the most common feedback was that many residents are unaware the program exists or do not understand what it offers. Community members recommended increasing promotion and community outreach, while current users noted the need for additional space to accommodate growing participation.

Demographics

21

Are you or members of your household associated with any specific stakeholder groups related to facilities in Lakeville? (Choose all that apply)



?

"Other" Responses Included:

- Member of Lakeville Heritage Center
- Garden club that meets at the Heritage Center
- VFW (Veterans)
- Bicycle group and Frank Sachs history classes
- We do swim lessons in Apple Valley, other kids activities in Apple Valley
- Swimming
- Scouts/Girl Scouts
- Board member on local youth sport association
- Chamber of Commerce
- Local Restaurant owner
- We sign up for community ed programming every season and also use the library
- Festivals (Pan-O-Prog, Art Show, Lions events)
- LHA hockey\Special Olympics of Minnesota
- Walker on park trails
- Lakeville Tennis courts and pool are needed (indoor and outdoor)

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Which of the following statements describes you or members of your household? (Choose all that apply)

?

"Other" Responses Included:

- Live outside of Lakeville but identify with the community
- Former resident
- Employment connection
- Park user

