



AGENDA CITY COUNCIL MEETING

March 3, 2025 - 6:00 PM
City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via [Teams Meeting](#), Meeting ID: 233 404 537 029 or by calling Toll Number 1-323-433-2142; Conference ID: 660 796 843#. 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. Park and Recreation Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 02/18/2025 City Council Meeting
 - c. Minutes of the 02/24/2025 City Council Work Session
 - d. Minutes of the 02/24/2025 Special City Council Meeting
 - e. Resolutions Awarding Construction Contracts and Authorizing Funding for 185th Street Expansion Between Kenwood Trail and Ipava Avenue
 - f. Acceptance of Donation from Beverly Leaf to the Fire Department
 - g. Acceptance of Donation from Gary and Lynn Tollberg to the Fire Department
 - h. ESRI Contract Renewal
 - i. Keokuk Property Release of Declaration of Restrictive Covenants
 - j. Contract Amendment for Tree maintenance service with Carrs Tree Service, Inc.
 - k. Agreement for Sanitary Sewer System Inflow and Infiltration Improvement Project
 - l. Police Department Camera Upgrade
 - m. Superior Decks, Inc. Partial Release of Development Contract and Certificate of Completion and Release of SIPA

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- n. Contract for Galaxie Liquor Store Partial Interior Remodel
 - o. Community Event Sponsorship Agreement with Safety Signs, Incorporated for Live at the Lake Summer Concert Series
 - p. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 1st Quarter of 2025
 - q. Supplemental Agreement for Professional Services with SEH for Citywide Trail Gaps Improvements (Phase II)
 - r. Encroachment Agreement with Lesnau for Private Improvements on Public Property
 - s. Resolution Approving an Application to the Minnesota Department of Natural Resources for a Local Trail Connections Program Grant
 - t. Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2025 Environmental and Natural Resources Trust Fund Grant
 - u. FiRST Center Resolution Accepting Bids and Approving Construction Contracts
 - v. Kenrick Corner Second Addition Final Plat
7. Action Items
- a. Consider a Preliminary Plat for Airlake DEA 2nd Addition
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Meeting March 17, 2025
 - b. Next Work Session Meeting March 24, 2025
11. Adjourn



Date: 3/3/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325276-	\$1,221,685.97
	325439	
ACH/EFT	19820-	\$2,868,568.30
	19996	
Total		\$4,090,254.27

The City Council will receive a list of expenditures paid (claims detail) and it is available to the public upon request. The City is the fiscal agent for Lakeville Arenas and Dakota 911 and processes accounts payable invoices and payments which is not included in the total above.

Supporting Information

1. 02.25.25CKSUM-ACH-EFT
2. 02.25.25CKSUM-Checks
3. Check Register 02.25.25 for Mar 3, 2025 Council Mtg - ACH-EFT
4. Check Register 02.25.25 for Mar 3, 2025 Council Mtg - Checks

Financial Impact: \$4,090,254.27 **Budgeted:** Yes **Source:** Various

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	482,136.35
2000 COMMUNICATIONS FUND	8,918.28
4000 BUILDING FUND	121,629.16
4100 EQUIPMENT FUND	78,040.53
4125 TECHNOLOGY FUND	3,962.31
4200 PARK DEDICATION FUND	42,557.42
4720 2024 A PARK BONDS	48,339.81
5200 STATE AID CONSTRUCTION FUND	21,744.41
5400 STORM WATER INFRASTRUCTURE FND	5,610.00
5500 WATER TRUNK FUND	16,980.00
5600 SANITARY SEWER TRUNK FUND	0.00
7450 ENVIRONMENTAL RESOURCES FUND	9,160.05
7550 UTILITY FISCAL ADMINISTRATION	(392.00)
7600 WATER FUND	51,656.05
7700 SEWER FUND	1,657.00
7800 LIQUOR FUND	554,938.38
8910 ESCROW - DCA/SECTION 125	3,184.30
9800 PAYROLL CLEARING FUND	1,418,446.25
Report Total:	2,868,568.30

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	272,335.42
2000 COMMUNICATIONS FUND	13,184.01
3251 2021 A APEX ENERGY SAVINGS	15,865.00
4000 BUILDING FUND	11,405.00
4100 EQUIPMENT FUND	7,345.24
4125 TECHNOLOGY FUND	26,616.00
5200 STATE AID CONSTRUCTION FUND	20,360.00
7450 ENVIRONMENTAL RESOURCES FUND	38.61
7575 STREET LIGHTING FUND	82,744.55
7600 WATER FUND	93,451.88
7700 SEWER FUND	473,232.60
7800 LIQUOR FUND	196,097.66
7900 MUNICIPAL RESERVES FUND	1,000.00
8000 ESCROW FUND	8,010.00
Report Total:	1,221,685.97



MINUTES CITY COUNCIL MEETING

**February 18, 2025 - 6:00 PM
City Hall Council Chambers**

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

Acting Mayor Volk opened the meeting at 6:00 p.m.

2. Roll Call

Members Present: Acting Mayor Volk, Council Members Bermel, Lee, Wolter
Mayor Luke Hellier arrived at 6:08 p.m.

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

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Minnesota Energy and the Friends of the Lakeville Area Arts Center

Nicole McCarthy from MN Energy presented a check in the amount of \$10,000 for
Friends of the Lakeville Area Arts Center.

b. Minnesota School Bus Driver Appreciation Day Proclamation

Mayor Hellier proclaimed February 19, 2025, Day as MN School Bus Driver
Appreciation Day.

c. Fire Department Annual Report

Fire Chief Mike Meyer presented the Annual Fire Department Report.

6. Consent Agenda

Motion was made by Volk, seconded by Bermel, to approve the following:
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

a. Check Register Summary

b. Minutes of the 02/03/2025 City Council Meeting

**c. Final Order for the OLAM Holdings Industrial Development Alternative Urban
Areawide Review (AUAR)**

- d. Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization and Dakota County, and Supplemental Agreement for Professional Services with Stantec for North Creek Watershed Stormwater Management Improvements**
- e. Resolution Awarding Construction Contract to Sunram Construction for Stormwater Management Basin Maintenance**
- f. Annual Purchase of Hydrant Parts**
- g. Purchase of Pressure Reducing Valves and Meter Couplings**
- h. Encroachment Agreement with Sinnakaruppan Family Trust for Private Improvements in Public Easements**
- i. Agreement with RES PYRO for July 4th Fireworks Display**
- j. Resolution Authorizing Issuance and Sale of General Obligation Bonds, Series 2025A**
- k. Resolution Amending Lakeville Fire Relief Association Bylaws Relating to Pension Vesting Schedules and Board Appointed Trustee Compensation and Repealing Resolution No. 25-017**
- l. Resolution Awarding Professional Services Agreement to Twin Cities Abatement Technologies for Abatement Activities at the FiRST Center**
- m. Professional Services Agreement for Instrumentation and Control Support Services**
- n. Resolution Approving Charitable Gambling Eastview Hockey Association**

7. Action Items

- a. Consider a Preliminary Plat for Airlake DEA**
Jeff Schoenecker with Dakota Electric and Shawn Reagan with Hat Trick Investments have submitted a preliminary plat for Airlake DEA.

Community Development Director presented the staff report. The plat consists of two outlots and the dedication of right-of-way for the future extension of 222nd Street. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street. The Planning Commission held a public hearing on the Airlake DEA preliminary plat at the January 23, 2025, meeting and unanimously recommended approval.

Motion was made by Lee, seconded by Wolter, to approve a resolution for the preliminary plat of Airlake DEA.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

b. North Creek Manufactured Home Park Conditional Use Permit

Jay Van Tassell with North Creek of Lakeville, LLC, requested a Conditional Use Permit (CUP) to expand the existing North Creek Manufactured Home Community.

Community Development Director Tina Goodroad reported that a CUP is required to expand a manufactured home park in the RSMH zoning district and for a shoreland impact plan within the Shoreland Overlay District.

The Planning Commission held a public hearing on the CUP at its February 6, 2025, meeting. Residents provided several comments regarding traffic impacts through the existing North Creek MHP, concern about the condition of the existing neighborhood, loss of wildlife on the vacant parcel, and a request for increased fence height. A stipulation was added requiring all construction traffic to access the development site through the North Creek MHP. The Planning Commission unanimously recommended approval.

Since the meeting, the owner of North Creek has shared with staff a schedule for some improvements to the existing MHP:

- Replacing mailboxes by end of July 2025
- Replacing playground equipment by end of July 2025
- Resurfacing existing driveways in the Fall of 2025 (coordinating with paving of the expansion roads to save on mobilization costs)
- Exploring options to reduce speeds in the neighborhood

The City Council asked the applicant to describe any unseen investments made in the manufactured home park since they took ownership.

The applicant added that they made improvements to the community clubhouse, roads, and tree work and improved the aged infrastructure. The applicant also explained that a letter was sent to the residents in October 2023 from North Creek Investments, announcing a neighborhood meeting where they introduced to the residents that, in addition to doing this expansion, management would also have the excess capital and equipment to include improvements such as resurfacing the roads, updating the mailboxes, and adding new signage to the manufactured home park. The applicant explained that they hoped the expansion would happen earlier than now, but that's how long it took to develop a plan, gain funding, and get approvals to get started.

The City Council expressed its disappointment at the current state of this neighborhood and asked the City Attorney what options the city had to ensure management would make these improvements.

The City Attorney, Andrea McDowell Poehler, clarified that they need specifics about what is required for the Certificate of Occupancy to be issued.

Joleen Christianson 17357 North Creek Drive, addressed the city council about her concerns about the basketball court's proximity to the creek, traffic in and out of the park, and the storm shelter's inadequateness for current North Creek residents.

Leroy Oman 17252 North Creek Drive stated Management was not concerned about the repairs. Trees are falling on the houses, Management does not remove snow from the streets, and water is not working in several homes.

Clifton Collie 5890 West 176th Street, addressed the water overflow near the creek. He hopes the DNR will be involved in this project to help protect the creek.

Sandy Collie 5890 West 176th Street, asked if the fence would be chain link or vinyl.

Shauna Kaun PO BOX 17370, St. Paul. Her residence is on 176th Street. North Creek already has more police activity than Country View, and she is concerned about adding more homes to the current problem.

Deb Wilcox 17590 Eureka, her concerns are with the safety and security of the new neighborhood.

Joyce Mallory 4650 Eveleth Court addressed the City Council about her concerns about the increase in traffic and the impact on the wildlife in the pond area.

Kurt Mecus 17265 North Creek Lane addressed the flooding along North Creek and asked who might repair the bridge.

Michelle Graun 5840 176th Street, expressed her concern about traffic and safety and security for the children.

Amber Kipply 17265 North Creek Drive stated that the park is in disrepair and is poorly maintained.

Jorge Rodriguez 5870 176th St West, expressed concern about cramming high density on the property and wondered if the units would be rentals or owner-occupied.

John Aguila 17570 Eureka was concerned about the security and safety of the community.

Dan Gustafson 5775 Country View Trail, Owner of Country View Mobile Home Park. Country View Park was constructed in 1972, and he has been involved with management for over 35 years. He has an appreciation for the legitimacy of manufactured housing. He was happy to hear the fence was six feet high but asked if management could extend the fence to seven feet.

Bonnie Olson 17252 North Creek Drive added that her rent has doubled with the new owners in North Creek. \$800/\$1000. Management is not building for affordability.

Dylan Kaun 5820 176th Street West, explained that the new management does not have a good reputation for maintaining its properties. He encouraged the City Council to look at their properties in Rochester and Omaha.

Jay Van Tassell addressed the concerns of the public. He stated there is nowhere on the

lot for the basketball hoop to go without abutting a street. The application does meet code for occupancy requirements for storm shelters.

With the addition of these homes, North Creek Investments will have the capital to change the mobile home park's aesthetics and fix the bridge that floods out. A wetland delineation was completed, and there are no wetland issues at this site. Management intends to sell all the homes and not offer them for rent. All owners are background-checked and they are willing to have a crime-free, drug-free neighborhood.

Community Development Director Tina Goodroad provided an update that the City can add conditions to the CUP and add their signature line to the CUP. City Attorney Andrea McDowell Poehler said that there are still questions about the enforcement ability of this CUP. Staff would recommend making the following revisions to the CUP prior to the issuance of any new homesite in the new portion of North Creek:

- Install chain link fence prior to home installation
- Resurface all existing driveways
- Installation of new community signage (including but not limited to monuments, street signs, stop signs, directional signs, etc.)
- Enhance the existing playground and replace all playground equipment
- Hire a tree professional to remove all dead and dying trees
- Include a key box for emergency personnel use only for the gate at Country View

Motion was made by Lee, seconded by Wolter, to approve the North Creek MHP conditional use permit and adopt the findings of fact, including the additional stipulations listed this evening.

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next Work Session Monday, February 24, 2025**
- b. Next City Council Meeting Monday, March 3, 2025**

11. Adjourn

Motion was made by Volk seconded by Bermel, to adjourn.

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

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Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

**February 24, 2025 - 6:00 PM
Lakeville City Hall, Marion Conference Room**

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

Mayor Hellier called the meeting to order at 5:58 p.m.

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

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

2. Citizen Comments

There were no citizen comments at this time.

3. Discussion Items

a. Commission Interviews

Council interviewed four candidates to serve on City Commissions.

b. OP/Commercial Sites Zoning Review

Tina Goodroad, Community Development Director, and Josh McKinney of Measure Group presented possible development plans at the 210th Street Site. They discussed the pros of building on this site and the challenges that this site presents to potential developers. Council asked about access points and how that could affect the project. It was also discussed how changing the zoning could spur other development in that area. Jeff Cook also presented his insights about this land.

Council is looking to have further discussions before approving a zoning change. Members would like to look at the whole plan and find spots to strategically rezone, rather than going piece by piece. Some members stated that having this development would help redevelopment in this area. Council also noted that traffic patterns in this area will need to be evaluated if it is to be developed.

Goodroad and McKinney gave a presentation regarding potential development on a 25-acre lot for sale by Antlers Park. Goodroad emphasized that nothing has been presented to the City and everything being presented tonight is what proposals could look like. She also noted that the City will likely be faced with a zoning change request when proposals do come in. McKinney discussed the challenges of the site and gave insights as to how developers will most likely develop the parcel.

Council stated that density will be a key issue when looking at proposals. Too much density could put too much pressure on the park. They stated that residential may work at this site, but density will be an issue. They also acknowledged the immediate response from the public. Council would also like to see this piece of land discussed as part of the next comprehensive plan update.

Larry Jones, 210th Street: Voiced his concern about the noise on County Road 70 and the recycling plant. Concerned about how they control the noise. He also believes that two entrances on 210th Street would be better than having one on County Road 70.

Bob Erickson 19081 Inndale Dr: Expressed his concern regarding seniors wanting two-story townhomes. He would also want a substantial berm on the south side of the development. He would like to know what staff thinks about taking away commercial zoning for the property in the west. He is also complimentary of staff for working with the family. He is concerned that the recycling plant across the street on the south side of the property does not create suitable living conditions. Lastly, he asks staff to look at 215th as an intersection. He also expressed concerns regarding the second property. He is concerned that ingress and egress to this site from Dodd is impossible. He states that a traffic study will be imperative. He also wants to know who will be funding the upgrades to 202nd Street, which will be needed.

Adam White, 10603 202nd St W: He voiced concern about school traffic in the morning, especially if they put two entrances on 210th Street. He also spoke about the second presentation. He believes that this is a jewel of Lakeville and that we should keep that piece of land. He would like Lakeville to preserve it and turn it into a space for all to enjoy. He also suggested turning it into a community area like a park or a rec center.

Rick Ringeisen 2005 Italy Ave: Regarding the first presentation, he asked if the development would be slab homes. If so, will there be a storm room? McKinney let him know they are not at that point of the process yet. Regarding the second property, he believed that there was someone who wanted to put a restaurant on the land when the owner was still alive. He also believes that a traffic study will be needed. By incorrectly developing this land, Rick believes it would change the character of the center of the city and the neighborhood. He noted that people from out of town enjoy that Lakeville has maintained their business district and this is the last opportunity to continue to do so.

Bradley Anderson, 20048 Italy Ave: He asked what the urgency is of developing this property. Is there an urgency, or can it be put off? Tina Goodroad informed him that the property is for sale and with that comes applications. Now the city will be faced with these applications.

Diane Refke, Huntington Ave: She believes the apartment complex will cause too much congestion. Would like a fun business that would generate revenue, like Chicken and Pickle. Diane says the schools are crammed full of kids and an apartment complex would increase stress on the schools. She wants more fun things to do around the lake.

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Jill Lawrence, 9715 201st Street West: Jill would like the city to focus on diversified economic development. She would like to see more combined use.

Jeff Vandebusch, 19371 Jersey Ave: He believes it should be made into an entertainment area to add to Antlers Park. He would like the city to take a step back and look at what the city can be before they make a zoning change. He notes other development opportunities are coming soon, like the gravel pit site.

Jim Steffen, 10310 204th St W: Proposed that the city turn this into a memorial park. The mayor noted that the family would have to gift that to the City.

Angela Vandebusch, 19371 Jersey Ave: Made note of the railroad right there and that it isn't going anywhere and will need to be considered moving forward.

Janelle Schliep, 20559 Hampshire Way: She states that she moved here because of the expansions the city was making but that it needs to slow down. She believes that this is moving too fast and people are not happy about it. She suggests that the city finds a use for that land that everyone can enjoy. Antlers is for everyone, not just a few more people.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

No updates were made.

6. Adjourn

Motion was made by Lee, seconded by Bermel, to adjourn. Voice vote was taken on the motion. Ayes - All. Mayor adjourned the meeting at 8:22 p.m.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



MINUTES SPECIAL CITY COUNCIL MEETING

**February 24, 2025 City Hall -
Marion Meeting Room
Closed Session**

The briefing will begin immediately following the adjournment of the 6:00 p.m. work session.

1. Call to order

Mayor Hellier called the meeting to order at 8:27 p.m.

2. Roll Call

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

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

3. Security Briefing

- a. The City Council will move to a closed session pursuant to Minn. Stat. 13 D.05, subd. 3(d) for a security briefing.**

Motion to Close the Meeting

Motion was made by Lee, seconded by Bermel, to close the meeting for the purpose of a security briefing pursuant to MN Statute 13 D.05, subd. 3(d)

Roll call was taken on the motion. Ayes - 5

4. Adjourn

Motion was made by Wolter, seconded by Bermel, to adjourn. Voice vote was taken on the motion. Ayes - 5

Meeting was adjourned at 8:43 p.m.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Hellier, Mayor



Date: 3/3/2025

Resolutions Awarding Construction Contracts and Authorizing Funding for 185th Street Expansion Between Kenwood Trail and Ipava Avenue

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) resolution awarding construction contract to McNamara Contracting, Inc.; and 2) funding for lighting with Dakota Electric Association; and 3) resolution authorizing funding and 2025 budget amendments and transfers for the expansion of 185th Street between Kenwood Trail and Ipava Avenue, City Project 25-04.

Overview

The City's adopted 2025-2029 Capital Improvement Plan programs the expansion of County State Aid Highway (CSAH) 60 (185th Street) between Kenwood Trail (CSAH 50) and Ipava Avenue in 2025 to improve roadway operations, make safety improvements and provide for increasing traffic levels. Improvements include a) reconstruction and widening as a four-lane divided urban county highway with trails along both sides, and b) public utility infrastructure.

On Tuesday, February 4, 2025, the City received seven bids for City Project 25-04, ranging from a low bid of \$8,257,500.91 submitted by McNamara Contracting to a high bid of \$9,741,822.85. The engineer's construction cost estimate was \$11,381,037.50. Dakota Electric's letter identifies the scope of services and estimated costs to provide roadway and trail lighting for the project.

The City and County will share project responsibilities consistent with adopted County 2040 Transportation Plan Cost Share policies and as established in the project's Joint Powers Agreement. The City is the lead agency; therefore, the total cost is reflected in this memo. The total estimated project cost is \$12,194,329.

Supporting Information

1. 2025.03.03 Resolution_Award of Contract
2. 2025.03.03 Agreement & Bid Tabulation
3. 2024.11.13 DEA_Lighting
4. 2025.03.03 Resolution_Funding Authorization
5. 2025.03.03 Project Financing

Financial Impact: \$12,194,329 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jon Nelson, Assistant City Engineer
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Awarding Construction Contract for 185th Street Expansion
Kenwood Trail to Ipava Avenue
City Project 25-04**

WHEREAS, the City of Lakeville received sealed bids on Tuesday, February 4, 2025, at 10:00 a.m. for the expansion of 185th Street (County State Aid Highway 60) between Kenwood Trail (County State Aid Highway 50) and Ipava Avenue, City Project 25-04; and

WHEREAS, the lowest responsible bid was from McNamara Contracting, Inc.

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

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, McNamara Contracting, Inc., with a bid in the amount of \$8,257,500.91. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 3rd day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ (“Owner”) and
_____. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 185th Street (CSAH 60) Improvements Project, City Project No. 25-04.

ARTICLE 2 – THE PROJECT

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

Reconstruction of 185th Street between Kenwood Trail and Ipava Avenue.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Alliant Engineering, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **August 29, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include the work as described in Section S-24 of the Division S Special Provisions.
- B. The Work will be final completed on or before **October 31, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);
1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
 2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
 3. Failure to provide temporary stabilization and appropriate erosion/sediment control.

4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

ARTICLE 5 – CONTRACT PRICE

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to █, inclusive).
 - 2. Performance bond (pages █ to █, inclusive).
 - 3. Payment bond (pages █ to █, inclusive).
 - 4. Other bonds.
 - a. Maintenance bond (pages █ to █, inclusive).
 - 5. General Conditions (pages █ to █, inclusive).
 - 6. Supplementary Conditions (pages █ to █, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of █ sheets with each sheet bearing the following general title: █, dated █.
 - 9. Addenda (numbers █ to █, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

- A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

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

10.11 *Permits and Licenses; Rights-of-Way and Easements.*

- A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

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

This Agreement will be effective on (which is the Effective Date of the Contract).

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

BID ABSTRACT

185th Street Improvements Project

City Project No. 25-04

Bid opening: 2/4/2025 10:30

					Engineer's Estimate		McNamara Contracting Inc		ICON, LLC.		Eureka Construction, Inc.		Park Construction Company		Northwest Asphalt, Inc.		Heselton Construction		S.M. Hentges & Son, Inc.	
Item No.	MnDOT Pay Item	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2021.501	MOBILIZATION	LS	1	\$ 550,000.00	\$ 550,000.00	\$127,000.00	\$127,000.00	\$600,000.00	\$600,000.00	\$435,000.00	\$435,000.00	\$450,000.00	\$450,000.00	\$468,000.00	\$468,000.00	\$303,755.00	\$303,755.00	\$480,000.00	\$480,000.00
2	2031.502	FIELD OFFICE	EA	1	\$ 30,000.00	\$ 30,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	\$22,000.00	\$22,000.00	\$33,700.00	\$33,700.00	\$40,000.00	\$40,000.00
3	2101.502	CLEARING	EA	106	\$ 350.00	\$ 37,100.00	\$315.00	\$33,390.00	\$200.00	\$21,200.00	\$300.00	\$31,800.00	\$143.00	\$15,158.00	\$300.00	\$31,800.00	\$325.00	\$34,450.00	\$159.00	\$16,854.00
4	2101.502	GRUBBING	EA	106	\$ 350.00	\$ 37,100.00	\$210.00	\$22,260.00	\$100.00	\$10,600.00	\$200.00	\$21,200.00	\$96.00	\$10,176.00	\$200.00	\$21,200.00	\$220.00	\$23,320.00	\$106.00	\$11,236.00
5	2101.505	CLEARING	ACRE	2	\$ 10,000.00	\$ 20,000.00	\$6,300.00	\$12,600.00	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$6,520.00	\$13,040.00	\$3,300.00	\$6,600.00
6	2101.505	GRUBBING	ACRE	2	\$ 8,000.00	\$ 16,000.00	\$2,000.00	\$4,000.00	\$40,000.00	\$80,000.00	\$2,000.00	\$4,000.00	\$1,950.00	\$3,900.00	\$2,000.00	\$4,000.00	\$2,175.00	\$4,350.00	\$2,200.00	\$4,400.00
7	2104.502	REMOVE PIPE APRON	EA	33	\$ 450.00	\$ 14,850.00	\$360.00	\$11,880.00	\$400.00	\$13,200.00	\$470.00	\$15,510.00	\$279.00	\$9,207.00	\$450.00	\$14,850.00	\$325.00	\$10,725.00	\$325.00	\$10,725.00
8	2104.502	REMOVE GATE VALVE AND BOX	EA	6	\$ 450.00	\$ 2,700.00	\$525.00	\$3,150.00	\$50.00	\$300.00	\$420.00	\$2,520.00	\$890.00	\$5,340.00	\$750.00	\$4,500.00	\$495.00	\$2,970.00	\$388.00	\$2,328.00
9	2104.502	REMOVE CURB STOP AND BOX	EA	3	\$ 300.00	\$ 900.00	\$100.00	\$300.00	\$50.00	\$150.00	\$420.00	\$1,260.00	\$223.00	\$669.00	\$250.00	\$750.00	\$245.00	\$735.00	\$320.00	\$960.00
10	2104.502	REMOVE HYDRANT	EA	3	\$ 1,000.00	\$ 3,000.00	\$375.00	\$1,125.00	\$500.00	\$1,500.00	\$420.00	\$1,260.00	\$1,330.00	\$3,990.00	\$500.00	\$1,500.00	\$745.00	\$2,235.00	\$640.00	\$1,920.00
11	2104.502	REMOVE DRAINAGE STRUCTURE	EA	39	\$ 1,000.00	\$ 39,000.00	\$360.00	\$14,040.00	\$400.00	\$15,600.00	\$540.00	\$21,060.00	\$653.00	\$25,467.00	\$350.00	\$13,650.00	\$650.00	\$25,350.00	\$562.00	\$21,918.00
12	2104.502	REMOVE LIGHT POLE	EA	11	\$ 400.00	\$ 4,400.00	\$480.00	\$5,280.00	\$1,000.00	\$11,000.00	\$900.00	\$9,900.00	\$465.00	\$5,115.00	\$470.00	\$5,170.00	\$935.00	\$10,285.00	\$959.00	\$10,549.00
13	2104.502	REMOVE MARKER	EA	3	\$ 30.00	\$ 90.00	\$26.25	\$78.75	\$100.00	\$300.00	\$25.00	\$75.00	\$25.00	\$75.00	\$25.00	\$75.00	\$27.00	\$81.00	\$28.00	\$84.00
14	2104.502	REMOVE SIGN	EA	18	\$ 50.00	\$ 900.00	\$26.25	\$472.50	\$100.00	\$1,800.00	\$25.00	\$450.00	\$25.00	\$450.00	\$25.00	\$450.00	\$27.00	\$486.00	\$28.00	\$504.00
15	2104.502	REMOVE MAIL BOX SUPPORT	EA	8	\$ 50.00	\$ 400.00	\$52.50	\$420.00	\$500.00	\$4,000.00	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$50.00	\$400.00	\$70.00	\$560.00	\$139.00	\$1,112.00
16	2104.502	SALVAGE SIGN	EA	24	\$ 70.00	\$ 1,680.00	\$26.25	\$630.00	\$150.00	\$3,600.00	\$25.00	\$600.00	\$25.00	\$600.00	\$75.00	\$1,800.00	\$27.00	\$648.00	\$28.00	\$672.00
17	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	11	\$ 5.00	\$ 55.00	\$3.55	\$39.05	\$6.00	\$66.00	\$5.50	\$60.50	\$8.15	\$89.65	\$10.00	\$110.00	\$7.00	\$77.00	\$9.00	\$99.00
18	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	1,681	\$ 3.00	\$ 5,043.00	\$3.55	\$5,967.55	\$3.00	\$5,043.00	\$1.80	\$3,025.80	\$2.65	\$4,454.65	\$3.00	\$5,043.00	\$3.50	\$5,883.50	\$2.60	\$4,370.60
19	2104.503	REMOVE WATER MAIN	LF	209	\$ 15.00	\$ 3,135.00	\$13.50	\$2,821.50	\$20.00	\$4,180.00	\$21.00	\$4,389.00	\$17.80	\$3,720.20	\$25.00	\$5,225.00	\$9.00	\$1,881.00	\$57.00	\$11,913.00
20	2104.503	REMOVE WATER SERVICE PIPE	LF	258	\$ 15.00	\$ 3,870.00	\$2.00	\$516.00	\$5.00	\$1,290.00	\$17.00	\$4,386.00	\$8.90	\$2,296.20	\$10.00	\$2,580.00	\$4.00	\$1,032.00	\$21.00	\$5,418.00
21	2104.503	REMOVE SEWER PIPE (STORM)	LF	4,039	\$ 20.00	\$ 80,780.00	\$14.00	\$56,546.00	\$20.00	\$80,780.00	\$18.00	\$72,702.00	\$22.00	\$88,858.00	\$15.00	\$60,585.00	\$21.00	\$84,819.00	\$25.00	\$100,975.00
22	2104.503	REMOVE CURB & GUTTER	LF	6,047	\$ 7.00	\$ 42,329.00	\$3.66	\$22,132.02	\$4.00	\$24,188.00	\$4.00	\$24,188.00	\$2.95	\$17,838.65	\$3.50	\$21,164.50	\$3.00	\$18,141.00	\$2.20	\$13,303.40
23	2104.503	REMOVE RETAINING WALL	LF	66	\$ 50.00	\$ 3,300.00	\$36.00	\$2,376.00	\$20.00	\$1,320.00	\$16.00	\$1,056.00	\$9.40	\$620.40	\$20.00	\$1,320.00	\$23.00	\$1,518.00	\$15.00	\$990.00
24	2104.503	REMOVE FENCE	LF	144	\$ 5.00	\$ 720.00	\$33.60	\$4,838.40	\$5.00	\$720.00	\$8.00	\$1,152.00	\$12.60	\$1,814.40	\$6.00	\$864.00	\$9.00	\$1,296.00	\$11.00	\$1,584.00
25	2104.503	SALVAGE FENCE	LF	88	\$ 50.00	\$ 4,400.00	\$33.60	\$2,956.80	\$10.00	\$880.00	\$32.00	\$2,816.00	\$25.50	\$2,244.00	\$15.00	\$1,320.00	\$20.00	\$1,760.00	\$22.00	\$1,936.00
26	2104.503	REMOVE CONCRETE MEDIAN	SY	569	\$ 12.00	\$ 6,828.00	\$6.00	\$3,414.00	\$8.00	\$4,552.00	\$6.60	\$3,755.40	\$0.87	\$495.03	\$5.50	\$3,129.50	\$11.00	\$6,259.00	\$5.50	\$3,129.50
27	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	33,052	\$ 6.00	\$ 198,312.00	\$5.70	\$188,396.40	\$2.50	\$82,630.00	\$7.00	\$231,364.00	\$5.00	\$165,260.00	\$5.71	\$188,726.92	\$6.60	\$218,143.20	\$4.50	\$148,734.00
28	2104.518	REMOVE BITUMINOUS WALK	SF	20,973	\$ 2.00	\$ 41,946.00	\$0.30	\$6,291.90	\$0.50	\$10,486.50	\$0.50	\$10,486.50	\$0.41	\$8,598.93	\$0.50	\$10,486.50	\$1.25	\$26,216.25	\$0.40	\$8,389.20
29	2104.518	REMOVE CONCRETE WALK	SF	2,005	\$ 3.00	\$ 6,015.00	\$0.70	\$1,403.50	\$1.00	\$2,005.00	\$1.10	\$2,205.50	\$0.84	\$1,684.20	\$1.00	\$2,005.00	\$1.25	\$2,506.25	\$0.45	\$902.25
30	2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	SF	1,275	\$ 4.00	\$ 5,100.00	\$3.70	\$4,717.50	\$1.00	\$1,275.00	\$1.60	\$2,040.00	\$1.20	\$1,530.00	\$1.00	\$1,275.00	\$1.30	\$1,657.50	\$0.70	\$892.50
31	2106.507	EXCAVATION - COMMON	CY	29,897	\$ 30.00	\$ 896,910.00	\$11.70	\$349,794.90	\$7.00	\$209,279.00	\$12.00	\$358,764.00	\$15.00	\$448,455.00	\$14.82	\$443,073.54	\$8.50	\$254,124.50	\$13.60	\$406,599.20
32	2106.507	EXCAVATION - MUCK	CY	2,576	\$ 50.00	\$ 128,800.00	\$16.00	\$41,216.00	\$20.00	\$51,520.00	\$16.00	\$41,216.00	\$7.15	\$18,418.40	\$22.65	\$58,346.40	\$23.25	\$59,892.00	\$10.30	\$26,532.80
33	2106.507	EXCAVATION - SUBGRADE	CY	24,095	\$ 10.00															

57	2501.502	27" RC PIPE APRON	EA	1	\$ 2,250.00	\$ 2,250.00	\$1,475.00	\$1,475.00	\$3,600.00	\$3,600.00	\$2,200.00	\$2,200.00	\$1,400.00	\$1,400.00	\$1,823.00	\$1,823.00	\$2,195.00	\$2,195.00	\$2,100.00	\$2,100.00
58	2501.502	30" RC PIPE APRON	EA	2	\$ 2,500.00	\$ 5,000.00	\$1,525.00	\$3,050.00	\$3,800.00	\$7,600.00	\$2,300.00	\$4,600.00	\$1,490.00	\$2,980.00	\$2,309.00	\$4,618.00	\$2,530.00	\$5,060.00	\$2,200.00	\$4,400.00
59	2501.502	54" RC PIPE APRON	EA	1	\$ 5,200.00	\$ 5,200.00	\$3,375.00	\$3,375.00	\$10,100.00	\$10,100.00	\$5,100.00	\$5,100.00	\$3,410.00	\$3,410.00	\$5,204.00	\$5,204.00	\$4,580.00	\$4,580.00	\$3,900.00	\$3,900.00
60	2501.502	36" SPAN RC PIPE-ARCH APRON	EA	1	\$ 3,000.00	\$ 3,000.00	\$2,025.00	\$2,025.00	\$4,200.00	\$4,200.00	\$3,300.00	\$3,300.00	\$1,880.00	\$1,880.00	\$3,167.00	\$3,167.00	\$3,120.00	\$3,120.00	\$2,500.00	\$2,500.00
62	2501.602	TRASH GUARD FOR 18" PIPE APRON	EA	3	\$ 1,250.00	\$ 3,750.00	\$650.00	\$1,950.00	\$0.01	\$0.03	\$740.00	\$2,220.00	\$700.00	\$2,100.00	\$565.00	\$1,695.00	\$900.00	\$2,700.00	\$513.00	\$1,539.00
63	2501.602	TRASH GUARD FOR 24" PIPE APRON	EA	2	\$ 1,500.00	\$ 3,000.00	\$1,250.00	\$2,500.00	\$0.01	\$0.02	\$1,500.00	\$3,000.00	\$1,370.00	\$2,740.00	\$1,485.00	\$2,970.00	\$1,560.00	\$3,120.00	\$1,400.00	\$2,800.00
64	2501.602	TRASH GUARD FOR 27" PIPE APRON	EA	1	\$ 2,250.00	\$ 2,250.00	\$1,450.00	\$1,450.00	\$0.01	\$0.01	\$1,700.00	\$1,700.00	\$1,570.00	\$1,570.00	\$1,670.00	\$1,670.00	\$1,750.00	\$1,750.00	\$1,600.00	\$1,600.00
65	2501.602	TRASH GUARD FOR 30" PIPE APRON	EA	2	\$ 2,750.00	\$ 5,500.00	\$1,575.00	\$3,150.00	\$0.01	\$0.02	\$1,900.00	\$3,800.00	\$1,710.00	\$3,420.00	\$1,805.00	\$3,610.00	\$1,890.00	\$3,780.00	\$1,800.00	\$3,600.00
66	2501.602	TRASH GUARD FOR 54" PIPE APRON	EA	1	\$ 5,000.00	\$ 5,000.00	\$4,600.00	\$4,600.00	\$0.01	\$0.01	\$5,200.00	\$5,200.00	\$4,690.00	\$4,690.00	\$4,670.00	\$4,670.00	\$5,070.00	\$5,070.00	\$4,930.00	\$4,930.00
67	2501.602	TRASH GUARD FOR 36" SPAN PIPE APRON	EA	1	\$ 7,500.00	\$ 7,500.00	\$2,300.00	\$2,300.00	\$0.01	\$0.01	\$1,900.00	\$1,900.00	\$1,730.00	\$1,730.00	\$1,816.00	\$1,816.00	\$2,145.00	\$2,145.00	\$1,780.00	\$1,780.00
69	2501.602	PILING & CONCRETE END SECTION	EA	5	\$ 5,000.00	\$ 25,000.00	\$4,350.00	\$21,750.00	\$4,000.00	\$20,000.00	\$7,000.00	\$35,000.00	\$6,250.00	\$31,250.00	\$6,685.00	\$33,425.00	\$4,065.00	\$20,325.00	\$5,655.00	\$28,275.00
70	2502.503	4" PERF TP PIPE DRAIN	LF	16,733	\$ 8.00	\$ 133,864.00	\$6.00	\$100,398.00	\$10.00	\$167,330.00	\$4.00	\$66,932.00	\$12.20	\$204,142.60	\$12.80	\$214,182.40	\$22.00	\$368,126.00	\$13.80	\$230,915.40
71	2502.503	6" PERF PVC PIPE DRAIN	LF	544	\$ 12.00	\$ 6,528.00	\$32.00	\$17,408.00	\$18.00	\$9,792.00	\$20.00	\$10,880.00	\$25.10	\$13,654.40	\$28.50	\$15,504.00	\$27.50	\$14,960.00	\$17.50	\$9,520.00
72	2503.503	15" RC PIPE SEWER DES 3006 CL V	LF	3,565	\$ 80.00	\$ 285,200.00	\$67.00	\$238,855.00	\$70.00	\$249,550.00	\$74.00	\$263,810.00	\$73.40	\$261,671.00	\$72.50	\$258,462.50	\$66.00	\$235,290.00	\$76.00	\$270,940.00
73	2503.503	18" RC PIPE SEWER DES 3006 CL V	LF	1,335	\$ 85.00	\$ 113,475.00	\$70.00	\$93,450.00	\$73.00	\$97,455.00	\$81.50	\$108,802.50	\$78.70	\$105,064.50	\$80.00	\$106,800.00	\$75.00	\$100,125.00	\$76.00	\$101,460.00
74	2503.503	21" RC PIPE SEWER DES 3006 CL III	LF	213	\$ 95.00	\$ 20,235.00	\$84.00	\$17,892.00	\$82.00	\$17,466.00	\$90.50	\$19,276.50	\$89.40	\$19,042.20	\$93.00	\$19,809.00	\$80.00	\$17,040.00	\$88.00	\$18,744.00
75	2503.503	24" RC PIPE SEWER DES 3006 CL III	LF	162	\$ 110.00	\$ 17,820.00	\$90.00	\$14,580.00	\$85.00	\$13,770.00	\$99.50	\$16,119.00	\$102.00	\$16,524.00	\$106.00	\$17,172.00	\$83.00	\$13,446.00	\$92.00	\$14,904.00
76	2503.503	27" RC PIPE SEWER DES 3006 CL III	LF	223	\$ 130.00	\$ 28,990.00	\$107.00	\$23,861.00	\$105.00	\$23,415.00	\$120.00	\$26,760.00	\$120.00	\$26,760.00	\$127.00	\$28,321.00	\$106.00	\$23,638.00	\$117.00	\$26,091.00
77	2503.503	30" RC PIPE SEWER DES 3006 CL III	LF	581	\$ 140.00	\$ 81,340.00	\$110.00	\$63,910.00	\$113.00	\$65,653.00	\$140.00	\$81,340.00	\$131.00	\$76,111.00	\$142.00	\$82,502.00	\$115.00	\$66,815.00	\$132.00	\$76,692.00
78	2503.503	33" RC PIPE SEWER DES 3006 CL III	LF	436	\$ 200.00	\$ 87,200.00	\$125.00	\$54,500.00	\$142.00	\$61,912.00	\$160.00	\$69,760.00	\$153.00	\$66,708.00	\$156.00	\$68,016.00	\$151.00	\$65,836.00	\$143.00	\$62,348.00
79	2503.503	36" RC PIPE SEWER DES 3006 CL III	LF	346	\$ 200.00	\$ 69,200.00	\$150.00	\$51,900.00	\$153.00	\$52,938.00	\$170.00	\$58,820.00	\$168.00	\$58,128.00	\$201.00	\$69,546.00	\$167.00	\$57,782.00	\$159.00	\$55,014.00
80	2503.503	42" RC PIPE SEWER DES 3006 CL III	LF	2,374	\$ 250.00	\$ 593,500.00	\$210.00	\$498,540.00	\$205.00	\$486,670.00	\$240.00	\$569,760.00	\$236.00	\$560,264.00	\$249.00	\$591,126.00	\$234.00	\$555,516.00	\$222.00	\$527,028.00
81	2503.503	54" RC PIPE SEWER DES 3006 CL III	LF	541	\$ 500.00	\$ 270,500.00	\$320.00	\$173,120.00	\$305.00	\$165,005.00	\$360.00	\$194,760.00	\$357.00	\$193,137.00	\$355.00	\$192,055.00	\$373.00	\$201,793.00	\$348.00	\$188,268.00
82	2503.503	36" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	182	\$ 250.00	\$ 45,500.00	\$155.00	\$28,210.00	\$215.00	\$39,130.00	\$180.00	\$32,760.00	\$175.00	\$31,850.00	\$233.00	\$42,406.00	\$181.00	\$32,942.00	\$201.00	\$36,582.00
83	2503.503	44" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	78	\$ 300.00	\$ 23,400.00	\$200.00	\$15,600.00	\$255.00	\$19,890.00	\$240.00	\$18,720.00	\$224.00	\$17,472.00	\$280.00	\$21,840.00	\$248.00	\$19,344.00	\$244.00	\$19,032.00
85	2503.503	65" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	280	\$ 450.00	\$ 126,000.00	\$335.00	\$93,800.00	\$375.00	\$105,000.00	\$440.00	\$123,200.00	\$383.00	\$107,240.00	\$422.00	\$118,160.00	\$395.00	\$110,600.00	\$398.00	\$111,440.00
86	2503.602	CONSTRUCT BULKHEAD	EA	2	\$ 750.00	\$ 1,500.00	\$675.00	\$1,350.00	\$250.00	\$500.00	\$610.00	\$1,220.00	\$726.00	\$1,452.00	\$350.00	\$700.00	\$525.00	\$1,050.00	\$392.00	\$784.00
87	2503.602	CONNECT TO EXISTING STORM SEWER	EA	8	\$ 1,100.00	\$ 8,800.00	\$1,200.00	\$9,600.00	\$1,200.00	\$9,600.00	\$1,400.00	\$11,200.00	\$1,330.00	\$10,640.00	\$1,000.00	\$8,000.00	\$1,135.00	\$9,080.00	\$670.00	\$5,360.00
88	2503.603	PLUG FILL AND ABANDON PIPE SEWER	LF	123	\$ 50.00	\$ 6,150.00	\$25.00	\$3,075.00	\$15.00	\$1,845.00	\$35.50	\$4,366.50	\$70.70	\$8,696.10	\$25.00	\$3,075.00	\$26.00	\$3,198.00	\$38.00	\$4,674.00
89	2503.603	8" PVC PIPE SEWER (SDR 26)	LF	227	\$ 80.00	\$ 18,160.00	\$155.00	\$35,185.00	\$80.00	\$18,160.00	\$180.00	\$40,860.00	\$141.00	\$32,007.00	\$84.00	\$19,068.00	\$155.00	\$35,185.00	\$70.00	\$15,890.00
90	2504.602	CONNECT TO EXISTING WATERMAIN	EA	24	\$ 3,000.00	\$ 72,000.00	\$4,100.00	\$98,400.00	\$1,600.00	\$38,400.00	\$2,500.00	\$60,000.00	\$3,750.00	\$90,000.00	\$6,750.00	\$162,000.00	\$4,850.00	\$116,400.00	\$4,420.00	\$106,080.00
91	2504.602	CONNECT TO EXISTING WATER SERVICE	EA	2	\$ 1,000.00	\$ 2,000.00	\$485.00	\$970.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00	\$1,750.00	\$3,500.00	\$750.00	\$1,500.00	\$650.00	\$1,300.00
92	2504.602	HYDRANT	EA	3	\$ 7,500.00	\$ 22,500.00	\$8,200.00	\$24,600.00	\$7,500.00	\$22,500.00	\$7,800.00	\$23,400.00	\$7,350.00	\$22,050.00	\$7,930.00	\$23,790.00	\$7,950.00	\$23,850.00	\$7,000.00	\$21,000.00
93	2504.602	ADJUST GATE VALVE AND BOX	EA	19	\$ 500.00	\$ 9,500.00	\$712.40	\$13,535.60	\$550.00	\$10,450.00	\$420.00	\$7,980.00	\$486.00	\$9,234.00	\$450.00	\$8,550.00	\$300.00	\$5,700.00	\$922.00	\$17,518.00
94	2504.602	1" CORPORATION STOP	EA	5	\$ 1,000.00	\$ 5,000.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$1,100.00	\$5,500.00	\$539.00	\$2,695.00	\$345.00	\$1,725.00	\$175.00	\$875.00	\$372.00	\$1,860.00
95	2504.602	6" GATE VALVE AND BOX	EA	3	\$ 3,500.00	\$ 10,500.00	\$5,400.00	\$16,200.00	\$3,200.00	\$9,600.00	\$3,700.00	\$11,100.00	\$3,440.00	\$10,320.00	\$4,746.00	\$14,238.00	\$3,100.00	\$9,300.00	\$3,300.00	\$9,900.00
96	2504.602	8" GATE VALVE AND BOX	EA	2	\$ 6,000.00	\$ 12,000.00	\$6,250.00	\$12,500.00	\$4,200.00	\$8,400.00	\$4,700.00	\$9,400.00	\$4,650.00	\$9,300.00	\$5,593.00	\$11,186.00	\$4,015.00	\$8,030.00	\$4,150.00	\$8,300.00
97	2504.602	12" GATE VALVE AND BOX	EA	1	\$ 6,500.00	\$ 6,500.00	\$8,800.00	\$8,800.00	\$7,200.00	\$7,200.00	\$7,900.00	\$7,900.00	\$7,520.00	\$7,520.00	\$9,156.00	\$9,156.00	\$7,230.00	\$7,230.00	\$7,390.00	\$7,390.00
98	2504.602	20" GATE VALVE AND BOX	EA	1	\$ 10,000.00	\$ 10,000.00	\$35,700.00	\$35,700.00	\$32,600.00	\$32,600.00	\$29,000.00	\$29,000.00	\$32,900.00	\$32,900.00	\$38,500.00	\$38,500.00	\$35,550.00	\$35,550.00	\$32,800.00	\$32,800.00
99	2504.602	24" GATE VALVE AND BOX	EA	2	\$ 12,500.00	\$ 25,000.00	\$45,700.00	\$91,400.00	\$43,600.00	\$87,200.00	\$39,000.00	\$78,000.00	\$42,800.00	\$85,600.00	\$48,000.00	\$96,000.00	\$45,900.00	\$91,800.00	\$45,000.00	\$90,000.00
100	2504.602	IRRIGATION SYSTEM REPAIR	EA	4	\$ 2,500.00	\$ 10,000.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$415.00	\$1,660.00	\$1,670.00	\$6,680.00
101	2504.602	ADJUST CURB STOP	EA	1	\$ 250.00	\$ 250.00	\$500.00	\$500.00	\$150.00	\$150.00	\$800.00	\$800.00	\$423.00	\$423.00	\$175.00	\$175.00	\$175.00	\$175.00	\$922.00	\$922.00
102	2504.602	1" CURB STOP AND BOX	EA	7	\$ 1,000.00	\$ 7,000.00	\$625.00	\$4,375.00	\$500.00	\$3,500.00	\$780.00	\$5,460.00	\$713.00	\$4,991.00	\$917.00	\$6,419.00	\$400.00	\$2,800.00	\$821.00	\$5,747.00
103	2504.602	6" WET TAP	EA	1	\$ 2,500.00	\$ 2,500.00	\$4,800.00	\$4,800.00	\$4,000.00	\$4,000.00	\$6,300.00	\$6,300.00	\$6,140.00	\$6,140.00	\$6,514.00	\$6,514.00	\$2,000.00	\$2,000.00	\$9,212.00	\$9,212.00
104	2504.602	8" WET TAP	EA	1	\$ 5,000.00	\$ 5,000.00	\$7,200.00	\$7,200.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,390.00	\$7,390.00	\$7,550.00	\$7,550.00	\$2,000.00	\$2,000.00	\$10,400.00	\$10,400.00
105	2504.603	RECONSTRUCT WATER MANHOLE	LF	4	\$ 1,000.00	\$ 4,000.00	\$1,125.00	\$4,500.00	\$600.00	\$2,400.00	\$940.00	\$3,760.00	\$1,070.00	\$4,280.00	\$1,015.00	\$4,060.00	\$890.00	\$3,560.00	\$1,400.00	\$5,600.00
106	2504.603	1" TYPE K COPPER PIPE	LF	619	\$ 30.00	\$ 18,570.00	\$38.00	\$23,522.00	\$40.00	\$24,760.00	\$40.00	\$24,760.00	\$56.40	\$34,911.60	\$61.00	\$37,759.00	\$69.00	\$42,711.00	\$48.00	\$29,712.00
107	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	54	\$ 100.00	\$ 5,400.00	\$82.00	\$4,428.00	\$155.00	\$8,370.00	\$98.50	\$5,319.00	\$106.00	\$5,724.00	\$104.00	\$5,616.00	\$170.00	\$9,180.00	\$175.00	\$9,450.00
108	2504.603																			

123	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LF	157	\$ 800.00	\$ 125,600.00	\$600.00	\$94,200.00	\$775.00	\$121,675.00	\$530.00	\$83,210.00	\$489.00	\$76,773.00	\$539.00	\$84,623.00	\$460.00	\$72,220.00	\$543.00	\$85,251.00	
124	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LF	70	\$ 1,000.00	\$ 70,000.00	\$690.00	\$48,300.00	\$800.00	\$56,000.00	\$790.00	\$55,300.00	\$748.00	\$52,360.00	\$763.00	\$53,410.00	\$645.00	\$45,150.00	\$851.00	\$59,570.00	
125	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LF	241	\$ 1,500.00	\$ 361,500.00	\$760.00	\$183,160.00	\$975.00	\$234,975.00	\$1,000.00	\$241,000.00	\$874.00	\$210,634.00	\$889.00	\$214,249.00	\$780.00	\$187,980.00	\$1,018.00	\$245,338.00	
126	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	LF	60	\$ 2,000.00	\$ 120,000.00	\$1,150.00	\$69,000.00	\$1,275.00	\$76,500.00	\$1,700.00	\$102,000.00	\$1,430.00	\$85,800.00	\$1,358.00	\$81,480.00	\$1,060.00	\$63,600.00	\$1,420.00	\$85,200.00	
127	2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	LF	15	\$ 2,500.00	\$ 37,500.00	\$1,575.00	\$23,625.00	\$1,875.00	\$28,125.00	\$2,300.00	\$34,500.00	\$2,090.00	\$31,350.00	\$1,882.00	\$28,230.00	\$1,500.00	\$22,500.00	\$2,284.00	\$34,260.00	
128	2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LF	38	\$ 4,000.00	\$ 152,000.00	\$1,950.00	\$74,100.00	\$2,375.00	\$90,250.00	\$2,800.00	\$106,400.00	\$2,630.00	\$99,940.00	\$1,728.00	\$65,664.00	\$1,960.00	\$74,480.00	\$2,500.00	\$95,000.00	
129	2506.503	CONST DRAINAGE STRUCTURE DES SPEC 2	EA	1	\$ 10,000.00	\$ 10,000.00	\$10,250.00	\$10,250.00	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$13,500.00	\$13,500.00	\$10,271.00	\$10,271.00	\$10,500.00	\$10,500.00	\$14,000.00	\$14,000.00	
130	2506.503	CONST DRAINAGE STRUCTURE DES SPEC 3	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$7,100.00	\$7,100.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$15,700.00	\$15,700.00	\$12,000.00	\$12,000.00	\$7,430.00	\$7,430.00	\$14,500.00	\$14,500.00
131	2506.503	CONST DRAINAGE STRUCTURE DES SPEC 4	EA	1	\$ 10,000.00	\$ 10,000.00	\$12,900.00	\$12,900.00	\$22,000.00	\$22,000.00	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00	\$13,622.00	\$13,622.00	\$14,400.00	\$14,400.00	\$16,000.00	\$16,000.00	
132	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LF	8	\$ 1,500.00	\$ 12,000.00	\$1,100.00	\$8,800.00	\$600.00	\$4,800.00	\$790.00	\$6,320.00	\$626.00	\$5,008.00	\$827.00	\$6,616.00	\$525.00	\$4,200.00	\$915.00	\$7,320.00	
133	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EA	2	\$ 1,500.00	\$ 3,000.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,780.00	\$3,560.00	\$2,500.00	\$5,000.00	\$1,485.00	\$2,970.00	\$950.00	\$1,900.00	
134	2506.602	CONNECT INTO EXISTING STORM SEWER	EA	5	\$ 1,500.00	\$ 7,500.00	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$1,000.00	\$5,000.00	\$1,330.00	\$6,650.00	\$1,000.00	\$5,000.00	\$1,135.00	\$5,675.00	\$950.00	\$4,750.00	
135	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EA	1	\$ 10,000.00	\$ 10,000.00	\$4,100.00	\$4,100.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$5,500.00	\$5,500.00	\$6,410.00	\$6,410.00	\$2,290.00	\$2,290.00	\$15,000.00	\$15,000.00	
136	2511.507	RANDOM RIPRAP CLASS III	CY	90	\$ 100.00	\$ 9,000.00	\$100.00	\$9,000.00	\$90.00	\$8,100.00	\$120.00	\$10,800.00	\$143.00	\$12,870.00	\$110.00	\$9,900.00	\$116.00	\$10,440.00	\$218.00	\$19,620.00	
137	2521.518	5" CONCRETE WALK	SF	1,224	\$ 10.00	\$ 12,240.00	\$7.50	\$9,180.00	\$14.00	\$17,136.00	\$7.50	\$9,180.00	\$6.15	\$7,527.60	\$8.75	\$10,710.00	\$9.20	\$11,260.80	\$9.00	\$11,016.00	
138	2521.518	6" CONCRETE WALK	SF	5,428	\$ 15.00	\$ 81,420.00	\$15.20	\$82,505.60	\$15.00	\$81,420.00	\$15.00	\$81,420.00	\$14.50	\$78,706.00	\$16.50	\$89,562.00	\$17.60	\$95,532.80	\$15.00	\$81,420.00	
139	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EA	271	\$ 20.00	\$ 5,420.00	\$8.00	\$2,168.00	\$10.00	\$2,710.00	\$8.00	\$2,168.00	\$10.00	\$2,710.00	\$8.00	\$2,168.00	\$8.70	\$2,357.70	\$15.00	\$4,065.00	
140	2531.503	CONCRETE CURB & GUTTER DESIGN B418	LF	18,858	\$ 30.00	\$ 565,740.00	\$16.15	\$304,556.70	\$25.00	\$471,450.00	\$16.00	\$301,728.00	\$18.60	\$350,758.80	\$17.15	\$323,414.70	\$18.70	\$352,644.60	\$20.00	\$377,160.00	
141	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LF	384	\$ 30.00	\$ 11,520.00	\$25.10	\$9,638.40	\$35.00	\$13,440.00	\$25.00	\$9,600.00	\$29.80	\$11,443.20	\$26.10	\$10,022.40	\$28.40	\$10,905.60	\$25.00	\$9,600.00	
142	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	570	\$ 30.00	\$ 17,100.00	\$21.20	\$12,084.00	\$35.00	\$19,950.00	\$21.00	\$11,970.00	\$24.90	\$14,193.00	\$22.20	\$12,654.00	\$24.25	\$13,822.50	\$25.00	\$14,250.00	
143	2531.503	CONCRETE CURB & GUTTER DESIGN D412	LF	140	\$ 30.00	\$ 4,200.00	\$28.35	\$3,969.00	\$35.00	\$4,900.00	\$28.50	\$3,990.00	\$28.20	\$3,948.00	\$29.35	\$4,109.00	\$31.95	\$4,473.00	\$30.00	\$4,200.00	
144	2531.504	CONCRETE MEDIAN	SY	2,650	\$ 50.00	\$ 132,500.00	\$51.35	\$136,077.50	\$55.00	\$145,750.00	\$51.50	\$136,475.00	\$52.90	\$140,185.00	\$61.75	\$163,637.50	\$70.20	\$186,030.00	\$55.00	\$145,750.00	
145	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SY	162	\$ 90.00	\$ 14,580.00	\$85.05	\$13,778.10	\$100.00	\$16,200.00	\$85.00	\$13,770.00	\$95.40	\$15,454.80	\$85.05	\$13,778.10	\$110.00	\$17,820.00	\$100.00	\$16,200.00	
146	2531.603	CONCRETE SILL	LF	8,560	\$ 10.00	\$ 85,600.00	\$2.60	\$22,256.00	\$8.00	\$68,480.00	\$2.60	\$22,256.00	\$2.55	\$21,828.00	\$2.60	\$22,256.00	\$2.85	\$24,396.00	\$7.00	\$59,920.00	
147	2531.618	TRUNCATED DOMES	SF	620	\$ 65.00	\$ 40,300.00	\$50.00	\$31,000.00	\$50.00	\$31,000.00	\$50.00	\$31,000.00	\$50.00	\$31,000.00	\$50.00	\$31,000.00	\$54.35	\$33,697.00	\$73.00	\$45,260.00	
148	2540.602	MAIL BOX SUPPORT	EA	8	\$ 200.00	\$ 1,600.00	\$419.99	\$3,359.92	\$500.00	\$4,000.00	\$250.00	\$2,000.00	\$175.00	\$1,400.00	\$150.00	\$1,200.00	\$260.00	\$2,080.00	\$275.00	\$2,200.00	
149	2550.503	1.5" NON METALLIC CONDUIT	LF	9,218	\$ 8.00	\$ 73,744.00	\$5.40	\$49,777.20	\$2.00	\$18,436.00	\$5.20	\$47,933.60	\$5.15	\$47,472.70	\$5.15	\$47,472.70	\$8.15	\$75,126.70	\$8.00	\$73,744.00	
150	2550.503	POWER CABLE 1 CONDUCTOR 12	LF	4,609	\$ 0.50	\$ 2,304.50	\$1.40	\$6,452.60	\$5.00	\$23,045.00	\$1.30	\$5,991.70	\$1.35	\$6,222.15	\$1.33	\$6,129.97	\$1.10	\$5,069.90	\$1.00	\$4,609.00	
151	2550.602	PULL VAULT	EA	6	\$ 1,500.00	\$ 9,000.00	\$2,600.00	\$15,600.00	\$1,000.00	\$6,000.00	\$2,500.00	\$15,000.00	\$2,490.00	\$14,940.00	\$2,487.00	\$14,922.00	\$4,565.00	\$27,390.00	\$4,600.00	\$27,600.00	
152	2554.502	GUIDE POST TYPE B	EA	19	\$ 120.00	\$ 2,280.00	\$78.75	\$1,496.25	\$200.00	\$3,800.00	\$75.00	\$1,425.00	\$75.00	\$1,425.00	\$100.00	\$1,900.00	\$81.50	\$1,548.50	\$85.00	\$1,615.00	
153	2557.603	INSTALL FENCE	LF	88	\$ 40.00	\$ 3,520.00	\$88.20	\$7,761.60	\$50.00	\$4,400.00	\$84.00	\$7,392.00	\$97.30	\$8,562.40	\$32.50	\$2,860.00	\$80.00	\$7,040.00	\$44.00	\$3,872.00	
154	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	1	\$ 5,000.00	\$ 5,000.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$13,430.00	\$13,430.00	\$3,300.00	\$3,300.00	
155	2563.601	TRAFFIC CONTROL	LS	1	\$100,000.00	\$ 100,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$39,950.00	\$39,950.00	\$32,500.00	\$32,500.00	\$33,000.00	\$33,000.00	
156	2564.602	INSTALL SIGN	EA	24	\$ 350.00	\$ 8,400.00	\$210.00	\$5,040.00	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$215.00	\$5,160.00	\$225.00	\$5,400.00	
157	2564.618	SIGN	SF	135	\$ 75.00	\$ 10,125.00	\$52.50	\$7,087.50	\$50.00	\$6,750.00	\$50.00	\$6,750.00	\$50.00	\$6,750.00	\$50.00	\$6,750.00	\$54.00	\$7,290.00	\$55.00	\$7,425.00	
158	2565.616	VIDEO DETECTOR SYSTEM	SYS	1	\$ 25,000.00	\$ 25,000.00	\$51,000.00	\$51,000.00	\$50,000.00	\$50,000.00	\$49,000.00	\$49,000.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00	\$6,900.00	\$6,900.00	\$7,200.00	\$7,200.00	
159	2565.616	REVISE SIGNAL SYSTEM A	SYS	1	\$ 65,000.00	\$ 65,000.00	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00	\$119,000.00	\$119,000.00	\$122,400.00	\$122,400.00	\$118,700.00	\$118,700.00	\$172,000.00	\$172,000.00	\$178,000.00	\$178,000.00	
160	2571.502	TRANSPLANT TREE (SPADE SIZE 42")	EA	7	\$ 300.00	\$ 2,100.00	\$1,050.00	\$7,350.00	\$1,200.00	\$8,400.00	\$900.00	\$6,300.00	\$700.00	\$4,900.00	\$250.00	\$1,750.00	\$750.00	\$5,250.00	\$558.00	\$3,906.00	
161	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 10,000.00	\$ 10,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$12,600.00	\$12,600.00	\$7,000.00	\$7,000.00	\$30,000.00	\$30,000.00	\$5,500.00	\$5,500.00	
162	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$ 10,000.00	\$ 10,000.00	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$8,740.00	\$8,740.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$38,500.00	\$38,500.00	
163	2573.502	STORM DRAIN INLET PROTECTION	EA	143	\$ 200.00	\$ 28,600.00	\$240.00	\$34,320.00	\$100.00	\$14,300.00	\$170.00	\$24,310.00	\$240.00	\$34,320.00	\$200.00	\$28,600.00	\$270.00	\$38,610.00	\$136.00	\$19,448.00	
164	2573.503	SILT FENCE, TYPE MS	LF	3,002	\$ 3.00	\$ 9,006.00	\$3.09	\$9,276.18	\$2.00	\$6,004.00	\$1.80	\$5,403.60	\$1.80	\$5,403.60	\$2.20	\$6,604.40	\$1.95	\$5,853.90	\$2.00	\$6,004.00	
165	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LF	5,228	\$ 3.50	\$ 18,298.00	\$3.00	\$15,684.00	\$3.00	\$15,684.00	\$2.80	\$14,638.40	\$2.80	\$14,638.40	\$3.40	\$17,775.20	\$3.00	\$15,684.00	\$3.00	\$15,684.00	
166	2574.505	SUBSOILING	ACRE	3.7	\$ 200.00	\$ 740.00	\$525.00	\$1,942.50	\$150.00	\$555.00	\$500.00	\$1,850.00	\$1,000.00	\$3,700.00	\$1,500.00	\$5,550.00	\$160.00	\$592.00	\$335.00	\$1,239.50	
167	2574.505	SOIL BED PREPARATION	ACRE	11	\$ 250.00	\$ 2,750.00	\$160.00	\$1,760.00	\$150.00	\$1,650.00	\$150.00	\$1,650.00	\$150.00	\$1,650.00	\$200.00	\$2,200.00	\$160.00	\$1,760.00	\$167.00	\$1,837.00	
168	2574.507	LOAM TOPSOIL BORROW	CY	2,950	\$ 50.00	\$ 147,500.00	\$30.00	\$88,500.00	\$0.01	\$29.50	\$0.01	\$29.50	\$15.00	\$44,250.00	\$16.00	\$47,200.00	\$38.00	\$112,100.00	\$51.00	\$150,450.00	
169	2574.508	FERTILIZER TYPE 1	LB	1,910	\$ 1.50	\$ 2,865.00	\$0.89	\$1,699.90	\$1.00	\$1,910.00	\$0.90	\$1,719.00	\$0.85	\$1,623.50	\$1.54	\$2,941.40	\$0.90	\$1,719.00	\$1.00	\$1,910.00	
170	2574.508	FERTILIZER TYPE 3	LB	540	\$ 1.50	\$ 810.00	\$0.89	\$480.60	\$1.00	\$540.00	\$0.90	\$486.00	\$0.85	\$459.00	\$1.65	\$891.00	\$0.90	\$486.00	\$1.00	\$540.00	
171	2574.508	FERTILIZER TYPE 4	LB	50	\$ 1.50	\$ 75.00	\$1.57	\$78.50	\$2.00	\$100.00	\$1.50	\$75.00	\$1.50	\$75.00							

185	2501.502	65" SPAN RC PIPE-ARCH APRON	EA	1	\$ 3,500.00	\$ 3,500.00	\$3,500.00	\$3,500.00	\$10,550.00	\$10,550.00	\$5,500.00	\$5,500.00	\$3,990.00	\$3,990.00	\$6,622.00	\$6,622.00	\$5,470.00	\$5,470.00	\$4,500.00	\$4,500.00
186	2501.602	TRASH GUARD FOR 36" PIPE APRON	EA	1	\$ 3,250.00	\$ 3,250.00	\$1,725.00	\$1,725.00	\$0.01	\$0.01	\$2,600.00	\$2,600.00	\$2,340.00	\$2,340.00	\$2,408.00	\$2,408.00	\$2,260.00	\$2,260.00	\$2,500.00	\$2,500.00
187	2501.602	TRASH GUARD FOR 65" SPAN PIPE APRON	EA	1	\$ 10,000.00	\$ 10,000.00	\$5,600.00	\$5,600.00	\$0.01	\$0.01	\$4,800.00	\$4,800.00	\$4,330.00	\$4,330.00	\$4,322.00	\$4,322.00	\$4,220.00	\$4,220.00	\$4,500.00	\$4,500.00
188	2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIIA	LF	175	\$ 350.00	\$ 61,250.00	\$275.00	\$48,125.00	\$305.00	\$53,375.00	\$340.00	\$59,500.00	\$305.00	\$53,375.00	\$395.00	\$69,125.00	\$345.00	\$60,375.00	\$270.00	\$47,250.00
189	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-96	L F	6	\$ 4,000.00	\$ 24,000.00	\$1,750.00	\$10,500.00	\$1,875.00	\$11,250.00	\$2,500.00	\$15,000.00	\$2,250.00	\$13,500.00	\$2,290.00	\$13,740.00	\$1,750.00	\$10,500.00	\$3,000.00	\$18,000.00
					\$ 11,381,037.50		\$8,257,500.92		\$8,909,951.73		\$8,953,464.60		\$8,977,087.36		\$9,317,146.93		\$9,467,114.55		\$9,741,822.85	

November 13, 2024

Zachary Johnson
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: 185th Street Improvements - Streetlight System

Zachary,

As you requested, Dakota Electric Association has put together the estimated costs to install a streetlight system in conjunction with the 185th Street Improvements project.

Dakota Electric Association estimates the cost to install the requested streetlight system at \$182,764.61 and is subject to change pending construction requirements. Below is included in the estimate:

9- 35' Fiberglass poles with Cobra LED fixtures
32- 18' Fiberglass posts with decorative LED fixtures
4- Padmount transformers
5- Above ground pedestals
Wire, Trench, Bore, and Labor

Please feel free to contact me with any questions or concerns.

Sincerely,



Matt Zeidler
Project Manager
Dakota Electric Association
4300 220th St. West
Farmington MN 55024
(651)463-6373
mzeidler@dakotaelectric.com

**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Authorizing Funding and 2025 Budget Amendments and Transfers
for 185th Street Expansion Between Kenwood Trail and Ipava Avenue
City Project 25-04**

WHEREAS, the expansion of 185th Street (County State Aid Highway 60) between Kenwood Trail (County State Aid Highway 50) and Ipava Avenue, City Project 25-04, is programmed in the adopted Lakeville 5-year Capital Improvement Plan and the construction contract is being awarded on March 3, 2025.

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

The estimated project cost is \$12,194,329 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2025 budgets (if needed as the project is completed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfer may include loans between funds to cover engineering and other project costs incurred in advance of receiving other funding.

The project will be accounted for in the Municipal State Aid Fund (F5221), with transfers as needed between the funds listed below.

Project Costs by Funding Source	
Funding Sources	Amount
Grants*	\$ 615,053
Dakota County	\$ 6,128,870
MSA (Advance Funding by Dakota Co.)	\$ 3,250,388
Stormwater Infrastructure	\$ 1,405,417
Water Trunk	\$ 370,731
Sanitary Sewer Trunk	\$ 46,056
Water Operating	\$ 166,590
Sanitary Sewer Operating	\$ 7,387
Park Dedication	\$ 58,786
Escrow	\$ 126,996
Streetlight Operating	\$ 18,054
Total Funding Sources	\$ 12,194,329

**Grant is related to new trail construction, so these costs and grant revenues are budgeted in the Park Dedication Fund.*

ADOPTED by the Lakeville City Council this 3rd day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Project Financing

Funding for the project was programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029). The following is a breakdown of the anticipated costs.

- Project Costs: Total

Project Costs Total	
Funding Sources	Amount
Construction contract (McNamara)	\$ 8,257,501
Engineering	\$ 1,287,871
ROW -acquisition/professional fees	\$ 1,392,718
Dakota Electric	\$ 182,765
Contingency	\$ 825,750
Other	\$ 247,725
Total Estimated Costs	\$ 12,194,329

- Project Costs: Financing

Project Costs by Funding Source	
Funding Sources	Amount
Grants*	\$ 615,053
Dakota County	\$ 6,128,870
MSA (Advance Funding by Dakota Co.)	\$ 3,250,388
Stormwater Infrastructure	\$ 1,405,417
Water Trunk	\$ 370,731
Sanitary Sewer Trunk	\$ 46,056
Water Operating	\$ 166,590
Sanitary Sewer Operating	\$ 7,387
Park Dedication	\$ 58,786
Escrow	\$ 126,996
Streetlight Operating	\$ 18,054
Total Funding Sources	\$ 12,194,329



Date: 3/3/2025

Acceptance of Donation from Beverly Leaf to the Fire Department

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a \$50.00 donation from Beverly Leaf to the Lakeville Fire Department.

Overview

Lakeville Fire Department was presented a donation of \$50.00 from Beverly Leaf in memory of retired firefighter Randy Bachman. The donation will be used to support our mental health program for firefighters.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Michael Meyer, Fire Chief
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**ACCEPTANCE OF DONATION FROM BEVERLY LEAF TO THE FIRE
DEPARTMENT**

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Beverly Leaf in the amount of \$50.00; 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.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 3/3/2025

Acceptance of Donation from Gary and Lynn Tollberg to the Fire Department

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a \$25.00 donation from Gary and Lynn Toolberg to the Lakeville Fire Department.

Overview

Lakeville Fire Department was presented a donation of \$25.00 from Gary and Lynn Tollberg in memory of retired firefighter Randy Bachman. The donation will be used to support our mental health program for firefighters.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Michael Meyer, Fire Chief
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**ACCEPTANCE OF DONATION FROM GARY AND LYNN TOLLBERG TO THE
FIRE DEPARTMENT**

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Gary and Lynn Tollberg in the amount of \$25.00; 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.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 3/3/2025

ESRI Contract Renewal

Proposed Action

Staff recommends adoption of the following motion: move to renew a three-year contract with ESRI for an Enterprise License Agreement for GIS Software and Support.

Overview

Geographical Information Software (GIS) is utilized by many departments within the City of Lakeville for the tracking of properties, streets, sewer mains, water mains, and numerous other geographically specific assets. The GIS system is utilized by numerous departments in the City and is an essential part of their daily operation. The software also plays a key role in other software systems the City has invested in, such as the Cartegraph Operations Management System. The ESRI GIS system is in line with the City's GIS Departments strategic plan and its many components will continue to be used to enhance GIS use across the organization.

Supporting Information

1. Q-523536_rev.

Financial Impact: \$66,200 per year for three years Budgeted: Yes Source: General Fund & Water / Sewer Funds Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Trevor Stewart, IT Manager

December 20, 2024

Trevor Stewart
City of Lakeville
20195 Holyoke Ave W
Lakeville, MN 55044

Dear Trevor,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Joe Araiza



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-523536

Date: December 20, 2024

Customer # 14573 Contract #

City of Lakeville
Information Systems Dept
20195 Holyoke Ave W
Lakeville, MN 55044

ATTENTION: Trevor Stewart
PHONE: 9529852642
EMAIL: tastewart@lakevillemn.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/20/2024 To: 3/20/2025

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 1	\$5,900.00	\$5,900.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 2	\$5,900.00	\$5,900.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 3	\$5,900.00	\$5,900.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Joe Araiza

Email:

jaraiza@esri.com

Phone:

312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-523536

Date: December 20, 2024

Customer # 14573 Contract #

City of Lakeville
Information Systems Dept
20195 Holyoke Ave W
Lakeville, MN 55044

ATTENTION: Trevor Stewart
PHONE: 9529852642
EMAIL: tastewart@lakevillemn.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 12/20/2024 To: 3/20/2025*

Subtotal:	\$198,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$198,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza	Email: jaraiza@esri.com	Phone: 312-609-0966 x5383
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing User Type Extension (Enterprise)
 50 ArcGIS Location Sharing User Type Extension (Online)
 12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Date: 3/3/2025

Keokuk Property Release of Declaration of Restrictive Covenants

Proposed Action

Staff recommends adoption of the following motion: Move to approve the release of the Declaration of Restrictive Covenants

Overview

The city entered into a purchase agreement with MOB Investors, LLC in January 2025 for the purchase of the 1.83 acres of city-owned property, north of the Keokuk Liquor Store. As part of the purchaser's due diligence, title work was completed on the property, and it was found that a covenant and restriction that was recorded on the property in 1998 required water and sewer to be stubbed to the property. Water and sewer were stubbed to the property as part of the Keokuk Liquor Store construction in 2021. This has been indicated to the purchaser, and they are in agreement that this meets the intent of the covenant and restrictions and that this section of the covenants and restrictions can be released.

Supporting Information

1. DOCS-#234921-v2-
RELEASE_OF_DECLARATION_OF_RESTRICTIVE_COVENANT

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator

(Reserved for Recording Data)

**RELEASE OF DECLARATION
OF RESTRICTIVE COVENANTS**

THIS RELEASE OF DECLARATION (“Release”), dated the _____ day of _____, 2025, is executed by and consented to by the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”).

RECITALS:

WHEREAS, on July 15, 1998, Lakeville Land, Ltd, City’s predecessor in interest, executed a Declaration of Restrictive Covenants (the “Declaration”) which was recorded in the Office of the County Recorder, Dakota County, Minnesota, on October 26, 1998, as Document No. **1545034** over property legally described as:

LEGAL DESCRIPTION OF THE NORTH PARCEL:

That part of Lot 3, Block 1, LAKEVILLE COMMERCE CENTER, Dakota County, Minnesota, according to the recorded plat thereof lying northerly of the following described line:

Commencing at the northwest corner of said Lot 3; thence South 00 degrees 08 minutes 57 seconds West, assumed bearing, along the west line of said Lot 3 a distance of 103.84 feet; thence southerly on said west line along a tangential curve concave to the west having a radius of 420.47 feet, a central angle of 06 degrees 36 minutes 58 seconds, a distance of 48.55 feet to the point of beginning of the line to be described: thence South 84 degrees 57 minutes 20 seconds East, a distance of 381.97 feet to a point on the easterly line of said lot 3 distance 196.76 feet southerly from the northeast corner of said Lot 3 and said line there terminating.

LEGAL DESCRIPTION OF THE REMAINDER PARCEL:

That part of Lot 3, Block 1, LAKEVILLE COMMERCE CENTER, Dakota County, Minnesota, according to the recorded plat thereof, lying southerly of the following described line:

Commencing at the northwest corner of said Lot 3; thence South 00 degrees 08 minutes 57 seconds West, assumed bearing, along the west line of said Lot 3 a distance of 103.84 feet; thence southerly on said west line along a tangential curve concave to the west having a radius of 420.47 feet, a central angle of 06 degrees 36 minutes 58 seconds, a distance of 48.55 feet to the point of beginning of the line to be described: thence South 84 degrees 57 minutes 20 seconds East, a distance of 381.97 feet to a point on the easterly line of said lot 3 distance 196.76 feet southerly from the northeast corner of said Lot 3 and said line there terminating.

(hereinafter referred to as the "Subject Property);

WHEREAS, Paragraph 3A of the Declaration provides that the Declaration will terminate upon sewer and water service being provided to Remainder Parcel as further defined in the Declarations;

WHEREAS, sewer and water service has been provided to the Remainder Parcel;

WHEREAS, the City has determined that terms of the Declaration have been met, and the City believes that the Declaration no longer serves a useful purpose and is terminated pursuant to its terms.

NOW, THEREFORE, BE IT KNOWN AS FOLLOWS:

1. Recitals set forth above shall be incorporated herein for all purposes;
2. That the Declaration dated July 15, 1998 and recorded in the Office of the County

Recorder, Dakota County, Minnesota, as Document No. **1545034** is hereby released.

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

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 _____, 2025, by Luke M. Hellier and 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

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



Date: 3/3/2025

Contract Amendment for Tree maintenance service with Carrs Tree Service, Inc.

Proposed Action

Staff recommends adoption of the following motion: Move to approve contract amendment with Carr's Tree Service for miscellaneous tree maintenance and removal services.

Overview

Throughout the year, Forestry staff routinely inspects and schedules necessary tree work on public property. The most common work includes tree removal due to diseases such as oak wilt and emerald ash borer as well as the pruning or removal of storm-damaged and/or poor condition trees growing in natural areas such as outlots, conservation areas, and greenways adjacent to private property. To streamline work processes, staff determined it would be more efficient to have a pre-negotiated rate for tree removals and pruning work. The designated contractor would be the primary contact when soliciting quotes for private property code enforcement for the shade tree epidemic pest control program. The contractor would also be committed to placing Lakeville as a priority if additional support is needed during a large-scale storm cleanup event.

The City Council approved a contract with Carr's Tree Service in February 2024 for tree services. The contract included a provision to extend the contract for one, one-year term if agreed to in writing, with an optional cost of living increase. The original contract for right-of-way and parks/outlots/conservation area removals was quoted at \$77,390.00 in 2024 and will increase to \$80,505.00, or an increase of 4%. The price per hour for routine pruning work will increase 4% to \$248.19 per hour. The price for storm damage and hazard tree pruning and removal will also increase 4% to \$306.80 per hour.

The total amount spent on tree removals and pruning is an estimate based on an average number of trees removed over the last two years. The contract may be used by other division or department budgets such as Streets, Construction Services, Parks or Environmental Services.

Supporting Information

1. Contract Amendment
2. Contract Extension Pricing

Financial Impact: \$130,000 Budgeted: Yes Source: Forestry Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zachary Jorgensen - City Forester
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AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made this 3rd day of March 2025 (“effective Date”) by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **CARR’S TREE SERVICE, INC** , a Minnesota corporation, hereinafter referred to as the “Contractor”.

RECITALS

A. The parties entered into a Contract for Services dated February 20, 2024 (“Contract”) for, tree removal, pruning, and wood disposal services with the Contractor;

B. The parties desire to extend the Contract pursuant to the option for extension under the terms of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to Paragraph 2 of the Contract** . Paragraph 2 of the Agreement is hereby amended to read 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. The Contract;

B. City Request for Proposal for Miscellaneous Tree Maintenance and Removal dated January 10, 2024;

C. Contractor’s Proposal dated January 31, 2024, as amended by Contractor’s Letter of Interest in Renewal of Contract for Services and updated quote form dated February 5, 2025 (“collectively referred to herein as “Contractor’s Proposal”).

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

2. Amendment to Paragraph 3 of the Contract. Paragraph 3(C) of the Contract is hereby amended to read as follows:

(C) The Contractor shall complete the work on no later than March 1, 2026.

3. Amendment to Paragraph 9 of the Contract. The term of this Contract shall be from the effective date of the executed contract to the earlier of the completion of all work contemplated by the Contract or March 1, 2026, unless sooner terminated as hereinafter provided.

4. Effect of Contract. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect.

[Remainder of page intentionally left blank]

[Signature page to follow]

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment as of the day and year first above written.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

CARR'S TREE SERVICE, INC

By: Jill Carlson

Print Name: Jill Carlson

Its: Financial Controller

Carr's TREE SERVICE, INC.

ADDITIONAL LOCATIONS:

Alexandria
320-293-6273

Owatonna/Rochester
218-367-3977

Southwest
218-367-3976

St. Cloud/Anoka
218-367-3975

Main Office: P.O. Box 250, Ottertail, MN 56571

Phone: 218-367-3355 • Toll-Free: 888-470-3355 • Fax: 218-367-3358
Email: carrsts@carrstreeservice.com • Website: www.carrstreeservice.com

February 5, 2025

City of Lakeville
Attn: Zachary Jorgenson
7570 179th S
Lakeville, MN 55044

Zach,

Listed below are the 2025 Miscellaneous Removal Prices.

Hourly Rate for Routine Pruning

General Foreman - \$58.19

Foreman - \$53.50

Operator - \$46.64

Ground Tech - \$40.51

Pickup - \$12.22

Brush Chipper - \$10.14

Aerial Unit - \$26.99

Total Per Hour \$248.19/hour

Stump Treatment \$.62/inch

Hourly Rate for Storm Damage/Hazard Pruning

Foreman - \$68.59

Operator - \$60.68

Pickup w/saws, tools - \$16.59

Brush Chipper - \$11.91

Log Loader Truck \$114.76

Aerial Unit - \$34.27

Total Per Hour \$306.80/hour

If you have any questions, feel free to contact me. Thank you for the opportunity to work with you in 2024 and look forward to 2025.

Sincerely,

Chris Virchow
General Manager

Fully Insured • Celebrating Over 47 Years of Service

Tree Shaping • Tree Trimming • Tree Removal • Aerial Basket Service • Power Stump Removal
Hydro-Axing • Brush Mowing • Power Line Tree Trimming & Clearing • Stihl Chain Saws

CITY OF LAKEVILLE
 MISCELLANEOUS TREE REMOVAL AND MAINTENANCE
 MARCH 2024 THROUGH FEBRUARY 2025
 2025/26 Extension

Provide proposed costs for each section below.

For tree removal pricing in Quote A, provide the per tree removal unit price for each size class. Add all tree removal unit prices to determine the Total Amount – Quote A. An estimated quantity of trees is not provided as ROW removals are completed on an as needed basis.

Quote A: Right-of-Way (ROW) Boulevard - Tree Removals	
DBH Class Diameter (inches)	Tree Removal Unit Price (each)
0 – 5.9	\$ 57.00
6.0 – 7.9	\$ 99.00
8.0 – 9.9	\$ 172.00
10.0 – 11.9	\$ 208.00
12.0 – 13.9	\$ 312.00
14.0 – 15.9	\$ 375.00
16.0 – 17.9	\$ 437.00
18.0 – 19.9	\$ 520.00
20.0 – 21.9	\$ 676.00
22.0 – 23.9	\$ 728.00
24.0 – 25.9	\$ 780.00
26.0 – 27.9	\$ 832.00
28.0 – 29.9	\$ 936.00
30.0 – 31.9	\$ 1144.00
32.0 – 33.9	\$ 1248.00
34.0 – 35.9	\$ 1456.00
36.0 – 37.9	\$ 1560.00
38.0 – 39.9	\$ 1664.00
40.0 – 41.9	\$ 1716.00
42.0 – 43.9	\$ 1820.00
44.0 – 45.9	\$ 1976.00
46.0 and over	\$ 2080.00
Total Amount - Quote A	\$ 20,796.00

For tree removal pricing in Quote B, ensure the estimated number of trees is multiplied by the tree removal unit price to determine the quote amount for each size class. Add the quote amounts for each size class to determine the Total Amount – Quote B.

Quote B: Parks, Facilities and Outlots - Tree Removals			
DBH Class Diameter (inches)	Estimated Quantities (trees)	Tree Removal Unit Price (each)	Quote Amount (Estimated Quantity x Tree Removal Unit Price)
0 – 5.9	5	\$ 84.00	\$ 420.00
6.0 – 7.9	15	\$ 104.00	\$ 1560.00
8.0 – 9.9	15	\$ 182.00	\$ 2730.00
10.0 – 11.9	15	\$ 244.40	\$ 3666.00
12.0 – 13.9	10	\$ 260.00	\$ 2600.00
14.0 – 15.9	10	\$ 312.00	\$ 3120.00
16.0 – 17.9	10	\$ 323.00	\$ 3230.00
18.0 – 19.9	10	\$ 364.00	\$ 3640.00
20.0 – 21.9	10	\$ 448.00	\$ 4480.00
22.0 – 23.9	5	\$ 468.00	\$ 2340.00
24.0 – 25.9	5	\$ 572.00	\$ 2860.00
26.0 – 27.9	2	\$ 884.00	\$ 1768.00
28.0 – 29.9	1	\$ 1087.00	\$ 1087.00
30.0 – 31.9	1	\$ 1560.00	\$ 1560.00
32.0 – 33.9	1	\$ 1664.00	\$ 1664.00
34.0 – 35.9	1	\$ 1872.00	\$ 1872.00
36.0 – 37.9	1	\$ 2080.00	\$ 2080.00
38.0 – 39.9	1	\$ 2912.00	\$ 2912.00
40.0 – 41.9	1	\$ 3640.00	\$ 3640.00
42.0 – 43.9	1	\$ 3952.00	\$ 3952.00
44.0 – 45.9	1	\$ 4160.00	\$ 4160.00
46.0 and over	1	\$ 4368.00	\$ 4368.00
Total Amount - Quote B			\$ 59,709.00

Total Estimated Removal Costs:

Add the total costs of removal for Quote A and Quote B:

Quote A – Right-of-Way Boulevard	\$ 20,796.00
Quote B - Parks, Facilities and Outlots	\$ 59,709.00
Total Estimated Cost	\$ 80,505.00

STUMP TREATMENT
ON RIGHT-OF-WAY BOULEVARDS, PARKS, FACILITIES AND OUTLOTS

Provide pricing for the treatment of stumps with an herbicide as described in **3.2 Objectives and Specifications, section I, item 4** on page 20. The treatment of stumps will occur at the request of the City and be included on work orders as a payable item when treatment is required.

Chemical Stump Treatment	
DBH Class (Inches)	Price Per Diameter Inch
0-6	\$.62
7-12	\$.62
13-18	\$.62
19-24	\$.62
25-30	\$.62
31-36	\$.62
37-42	\$.62
42+	\$.62

**HOURLY RATE FOR ROUTINE PRUNING
ON RIGHT-OF-WAY BOULEVARDS, PARKS, FACILITIES AND OUTLOTS**

Work must be completed within 30 days of work request, unless otherwise specified by the City. The final price per hour billing should be based on the actual number of persons on the crew for the project at hand. The total price per hour for pruning work should be on-site hours only.

Please list equipment planned for the work and itemize additional equipment costs per hour that may be used that are not listed and defined as a typical pruning crew as listed below.

Pickup w/saws, equipment- Brush Chipper-Aerial Combo Unit(Bucket w/chipper box)

Price per person hour Gen Foreman Foreman Operator Ground Tech	Estimated (typical) number of persons on pruning crew	Price per hour - all equipment listed above utilized	Total price per hour for routine pruning work (on site hours only)
\$ 198.84	3	\$ 49.35	\$ 248.19

****Typical pruning crew is defined as at least (2) two ISA Certified Arborists, of which (1) one is a tree climber, (1) one ground person on a 3-4 person crew including aerial lift truck reaching a minimum height of 50 feet above ground surface, chipper-truck combination, and all equipment necessary to complete the project if it varies from listed above.**

**HOURLY RATE FOR STORM DAMAGE/HAZARD PRUNING OR TREE REMOVAL
ON RIGHT-OF-WAY BOULEVARDS, PARKS, FACILITIES AND OUTLOTS**

Work must be completed within 48 hours of the work request. The final price per hour billing should be based on the actual number of persons on the crew for the project at hand. The total price per hour for pruning work should be on-site hours only.

Please itemize equipment used during typical storm work and hourly rates for use, then total it below in the table under "total price per hour for damage work." The City acknowledges that the actual price-per-hour may vary depending on the equipment used to complete the work. (example: 1-log loader at \$200.00 per hour)

Normal Storm Crew is a 2 person Crew

Pickup w/saws, tools \$16.59

Brush Chipppe \$11.91

Log Loader Truck \$114.76

Aerial Unit \$34.27

Price per person hour	Estimated number of persons on storm damage crew	Price per hour - all equipment listed above utilized	Total price per hour for storm damage work (on site hours only)
\$ 129.27	2	\$ 177.53	\$ 306.80

Normal Hours are defined as: Weekdays 7:00 a.m. to 8:00 p.m.
and Saturdays 8:00 a.m.to 5:00 p.m.

Explanation of Other Applicable Charges: _____

Firm: (indicate full legal name of proposing entity)

Carro Tree Service, Inc.

By:

Jill Carlson

Signature

Jill Carlson

Printed Name

Attest:

Signature

Printed Name

Title:

Financial Controller

Submittal Date:

Address for giving notices:

Telephone No.

Facsimile No.

Contact Name and Email



Date: 3/3/2025

Agreement for Sanitary Sewer System Inflow and Infiltration Improvement Project

Proposed Action

Staff recommends adoption of the following motion: Move to award contract to Hydro-Klean, LLC. for the 2025 Inflow and Infiltration Improvement Project, City Project 25-24.

Overview

Annually, the city programs a project to help reduce the amount of inflow and infiltration (groundwater or surface water) entering the sanitary sewer system through cracked or separated pipes. This year staff has programmed approximately 14,300 linear feet of sanitary sewer pipe that is in poor condition that should be lined using a Cast-in-Place-Pipe (CIPP) method. The sewer pipe proposed for lining consists of either vitrified clay pipe (VCP) or reinforced concrete pipe (RCP).

The City discharges sewage to the Empire Wastewater Treatment Plant which is operated by the Metropolitan Council Environmental Services (MCES). MCES monitors the amount of effluent being discharged from Lakeville. It is important to reduce the amount of groundwater entering the sewer system since MCES charges the same for both clear water and effluent. Lining the pipes also seals the pipe so tree roots can't penetrate into the sewer and potentially cause a sewer back-up. Also, MCES could surcharge the City if too much clear water enters the City's sewer system.

On Thursday, February 13, 2025, at 10:30 a.m., the City received three bids for City Project 25-24 ranging from the low bid of \$539,837.36 submitted by Hydro-Klean, LLC a high bid of \$672,617.66. The engineer's estimate for the construction costs was \$596,475.00. The projected project costs fall within the budget for Sanitary Sewer Inflow/Infiltration Maintenance in the current CIP. Hydro-Klean, LLC has performed lining operations in Lakeville previously and all work has been satisfactory. Staff has reviewed all bids and associated documents and recommends award of the contract.

Supporting Information

1. Summary of Bids
2. HK Agreement 1-7 Only

Financial Impact: \$539,837.36 Budgeted: Yes Source: 7710-6295 Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator

2025 Inflow and Infiltration Project							
City Project # 25-24							
Bid Opening Summary							
February 13th, 2025 10:30 am							
Contractor	Acknowledge Addendums	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Bid Alt 1	Total Bid
Hydro-Klean LLC	X	X	X	X	\$532,717.36	\$7,120.00	\$539,837.36
SAK Construction, LLC	X	X	X	X	\$640,925.00	\$8,600.00	\$649,525.00
Insituform Technologies USA, LLC	X	X	X	X	\$664,537.66	\$8,080.00	\$672,617.66

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville, MN ("Owner") and
Hydro-Klean, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 Inflow and Infiltration Improvement Project, City Project No. 25-24.

ARTICLE 2 – THE PROJECT

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

The project will include installation of approximately 3,550 linear feet of 8" CIPP liner, 10,660 linear feet of 9" CIPP liner, 390 linear feet of 10" CIPP liner and the structural lining of 1 sanitary sewer lift station wet well.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Lakeville City Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **October 3, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include completion of all work less minor punch list items necessary such that all streets can be opened to traffic.
- B. The Work will be final completed on or before **October 17, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);
1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
 2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.

3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met

ARTICLE 5 – CONTRACT PRICE

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$539,837.36

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 2 inclusive).
 - 3. Payment bond (pages 1 to 2 inclusive).
 - 4. Other bonds.
 - a. Maintenance bond (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 14, inclusive).
 - 6. Supplementary Conditions (pages 1 to 17 inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of X sheets with each sheet bearing the following general title: 2025 Inflow and Infiltration Improvement Project dated January 22, 2025.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7 inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

- A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

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

10.11 *Permits and Licenses; Rights-of-Way and Easements.*

- A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

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

This Agreement will be effective on March 3, 2025 (which is the Effective Date of the Contract).

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

OWNER:

CONTRACTOR:

Hydro-Klean, LLC

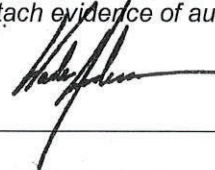
By: _____

By: 

Title: _____

Title: Contracts Manager- Jill Lomp
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest:  ,CEO

Title: _____

Title: CEO - Wade Anderson

Address for giving notices:

Address for giving notices:

Hydro-Klean, LLC

333 NW 49th Place

Des Moines, IA 50313

License No.: _____
(where applicable)

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



JOB DESCRIPTION

Job Title: Contracts Manager
Reports To: Director of Sales

Date Reviewed: 12/21/21
FLSA: Exempt

Position Overview

Reporting to the Director of Biofuels, this position will provide support to both the Biofuels business unit as well overall administration of the contracts process for municipal services.

Essential Job Functions

This position requires the performance of a variety of administrative tasks including but not limited to:

- Contracts administration for municipal services
- Process pay applications
- Respond to emails, phone calls, and other forms of correspondence
- Work closely with internal staff and external clients to meet their service needs
- Prepare and distribute reports
- Maintain and update the customer relationship management (CRM) system
- Process quotes and work orders accurately and efficiently
- Work with logistics to schedule jobs in timely manner
- Review invoicing of completed jobs for accuracy
- Assist with time keeping functions of large projects
- Serve as point person for certain third party vendors
- Order and track third party rentals needed for projects
- Build work packets for operations team including all information needed to complete job in accordance with company standards and customer needs
- This position will have the authority to sign contracts on behalf of Hydro-Klean

Requirements

Education: High school diploma or equivalent required. 2-year degree in a related field preferred.

Experience: Experience in an administrative role providing support to Management or Sales Personnel.

Certifications & Licenses: N/A

Travel: N/A

Physical: Use of computer and office equipment. Performs all administrative functions expected at this level.

Other Related Skills & Abilities

Computer skills, including proficiency using Microsoft office suite (Outlook, Word, Excel, Powerpoint)
High level of organization
Strong attention to detail
Strong written and verbal communication skills
Ability to work in a fast-paced environment and adapt to changing conditions



Date: 3/3/2025

Police Department Camera Upgrade

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with ECSI for update of Police Station Cameras

Overview

Following our standard budgeting procedure, we evaluate hardware in replacement cycles to keep hardware functional and to avoid failures. The current system running the Police Station has a combination of cameras dating back to 2008 and encoding equipment last upgraded in 2016.

To continue with our plans to migrate our security system to an enterprise platform, a plan has been created to:

- Centralize storage of video data
- Evaluate and adjust cameras to insure adequate coverage
- Replace old, broken, and low-quality cameras with up-to-date devices

The included quote meets these objectives. The new cameras will fully integrate with our existing camera system. Staff have worked with ECSI, the city's security vendor, to complete a site walk and have created a plan that covers entrances and exits from the building, booking, the lobby, evidence handling and the exterior. Where possible, we have utilized multi-lens camera systems to reduce budget on licensing and installations.

Staff recommends approval of the proposal as attached, totaling \$146,950.00.

Supporting Information

1. Lakeville Police Dept Camera Upgrade Proposal

Financial Impact: \$146,950.00 **Budgeted:** Yes **Source:** General Fund
Envision Lakeville Community Values: Safety Throughout the Community

Report Completed by: Trevor Stewart, IT Manager



7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

February 21, 2025

Mr. Trevor Stewert

RE: Lakeville Police Department Camera Upgrade

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

CCTV Police Station

ECSI will include all the following equipment and labor associated:

- (1) 48 Port Patch Panel
- Cat6 Jacks
- (38) Genetec Licenses
- (11) 4MP Interior Domes
- (7) 3MP Dome for Corner Mount Interior Cells
- (4) 4MP Interior Dual Head Cameras
- (2) 6MP Exterior Dual head Camera
- (10) Exterior 20MP Multi-Sensor Cameras
- (2) Hanwha 12MP Fisheye Cameras
- (2) AXIS Fisheye Camera Installs (Cameras provided by City of Lakeville)
- Ethernet Extenders for Exterior Cameras
- Cat6 Cabling to All New Camera Locations
- Mounting Hardware
- Demo of Existing System
- Installation and Programming Setup

Total Building Amount:	\$146,950.00
-------------------------------	---------------------

Clarifications & Exclusions

- Work to be performed during normal business hours.
- AC power (if needed) to be provided by others.

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

Terms: Our proposal is valid for 30 days.

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

Sincerely,

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

Approved By: _____

Date: _____



Date: 3/3/2025

Superior Decks, Inc. Partial Release of Development Contract and Certificate of Completion and Release of SIPA

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Partial Release of Development Contract and Certificate of Completion and Release of Site Improvement Performance Agreement Lot 2, Block 1, Airlake Development Seventh Addition.

Overview

The Airlake Development Seventh Addition plat was approved in 2019 and consisted of two industrial lots. The plat is located south of Lakeville Boulevard, west of Cedar Avenue (CSAH 23) and east of Hamburg Avenue. Superior Decks, Inc., the owner of Lot 2, Block 1 in Airlake Development Seventh Addition has requested that Lot 2, Block 1 be released from the original Development Contract and the Site Improvement Performance Agreement. Superior Decks, Inc. constructed a 61,600 square foot facility on Lot 2, Block 1 in 2020.

Engineering and Community Development staff have reviewed the Development Contract and the Site Improvement Performance Agreement and have determined that Superior Decks has completed the obligations of these two documents. Staff recommends approval of this release.

Supporting Information

1. Location Map
2. Partial Release of Development Contract form
3. Certificate of Completion and Release of SIPA form

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Kris Jenson, Planning Manager



210TH ST

LAKEVILLE BLVD

Superior
Decks

SOUTH CREEK

City of Lakeville
Location Map
Superior Decks, Inc.

(reserved for recording information)

PARTIAL RELEASE OF DEVELOPMENT CONTRACT

PARTIAL RELEASE OF DEVELOPMENT CONTRACT granted this _____ day of _____, 2025, by the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”).

WHEREAS, the City and Airlake Development, Inc., a Minnesota corporation, have entered into a Development Contract dated April 15, 2019 and recorded May 20, 2019 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **3305586** (“Contract”); and

WHEREAS, the City has been requested to release and discharge the property legally described on Exhibit A (“Property”) from the Contract;

WHEREAS, all requirements of the Contract have been met as to the Property and there is no longer a need to have the Contract recorded against the Property.

NOW THEREFORE, be it resolved by the City of Lakeville, Minnesota:

The Property is released and discharged from the Contract.

ADOPTED this _____ day of _____, 2025.

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

CITY OF LAKEVILLE

(Seal)

By _____
Luke M. Hellier, Mayor

By _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **Luke M. Hellier** and **Ann Orlofsky**, respectively the Mayor and the 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

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

Lot 2, Block 1, Airlake Development Seventh Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Space Reserved for Recording Data.)

**CERTIFICATE OF COMPLETION
AND
RELEASE OF SITE IMPROVEMENT PERFORMANCE AGREEMENT**

Date: _____, 2025

WHEREAS, the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **SUPERIOR DECKS, INC.**, a Minnesota corporation (“Developer”) entered into a Site Improvement Performance Agreement dated October 5, 2020 (“SIPA”) and recorded October 9, 2020, in the Office of the County Recorder, Dakota County, Minnesota, as Abstract Document No. **A3405138**; and

WHEREAS, the City has been requested to release and discharge the property legally described on Exhibit A (“Subject Property”) from the SIPA; and

WHEREAS, all requirements of the SIPA have been met as to the Subject Property and there is no longer a need to have the SIPA recorded against the Subject Property.

NOW THEREFORE, be it resolved by the City of Lakeville, Minnesota:

THIS CERTIFICATE SHALL BE CONCLUSIVE DETERMINATION OF THE SATISFACTION AND TERMINATION OF THE SITE IMPROVEMENT PERFORMANCE AGREEMENT AND COVENANTS IN THE AGREEMENT.

CITY OF LAKEVILLE

(Seal)

By _____
Luke M. Hellier, Mayor

By _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **Luke M. Hellier** and **Ann Orlofsky**, respectively the Mayor and the 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
(651) 452-5000
AMP/smt

EXHIBIT A

Lot 2, Block 1, Airlake Development Seventh Addition, Dakota County, Minnesota, according to the recorded plat thereof.



Date: 3/3/2025

Contract for Galaxie Liquor Store Partial Interior Remodel

Proposed Action

Staff recommends adoption of the following motion: Approve contract with Met-Con Construction for partial interior remodel of customer floor area at the Galazie Liquor Store.

Overview

The Lakeville Liquor Galaxie location is an important retail hub in the community, offering a diverse selection of products while generating revenue for the city. As customer expectations evolve, there is a growing need to improve the store's accessibility, expand its display space, and update its overall appearance. This partial remodel is designed to achieve these goals while ensuring smooth operations and a positive shopping experience.

Staff has obtained quotes from two contractors, with base bids ranging from \$59,000.00 to \$62,936.00. The lowest bid, submitted by Met-Con Construction, is recommended for approval. Additionally, staff is requesting an additional \$6,924.00 to replace 744 square feet of flooring in the main walkway, which has become loose and poses a safety hazard.

Supporting Information

1. Met-Con Agreement
2. Met-Con Proposal
3. Gray Stone Proposal

Financial Impact: \$65,924.00 Budgeted: Yes Source: Liquor Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann Facility Supervisor
--

AGREEMENT

AGREEMENT made this 3rd day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **MET-CON COMPANIES, INC.** ("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. Construction Limits Plan (Exhibit A)
- C. Contractor Verification Form (Exhibit B)
- D. Contractor's Proposal Dated 2/25/2025 (Exhibit C)

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

2. SCOPE OF SERVICES. The Contractor shall provide the goods, services, and perform the work set forth in the Contract Documents. The Contractor agrees to remodel wine section (Exhibit A) at Lakeville Liquor Galaxie, 16000 Galaxie Ave, Lakeville, MN 55044 (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute.]

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 August 20th 2025.

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

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: March 3rd, 2025

CITY OF LAKEVILLE

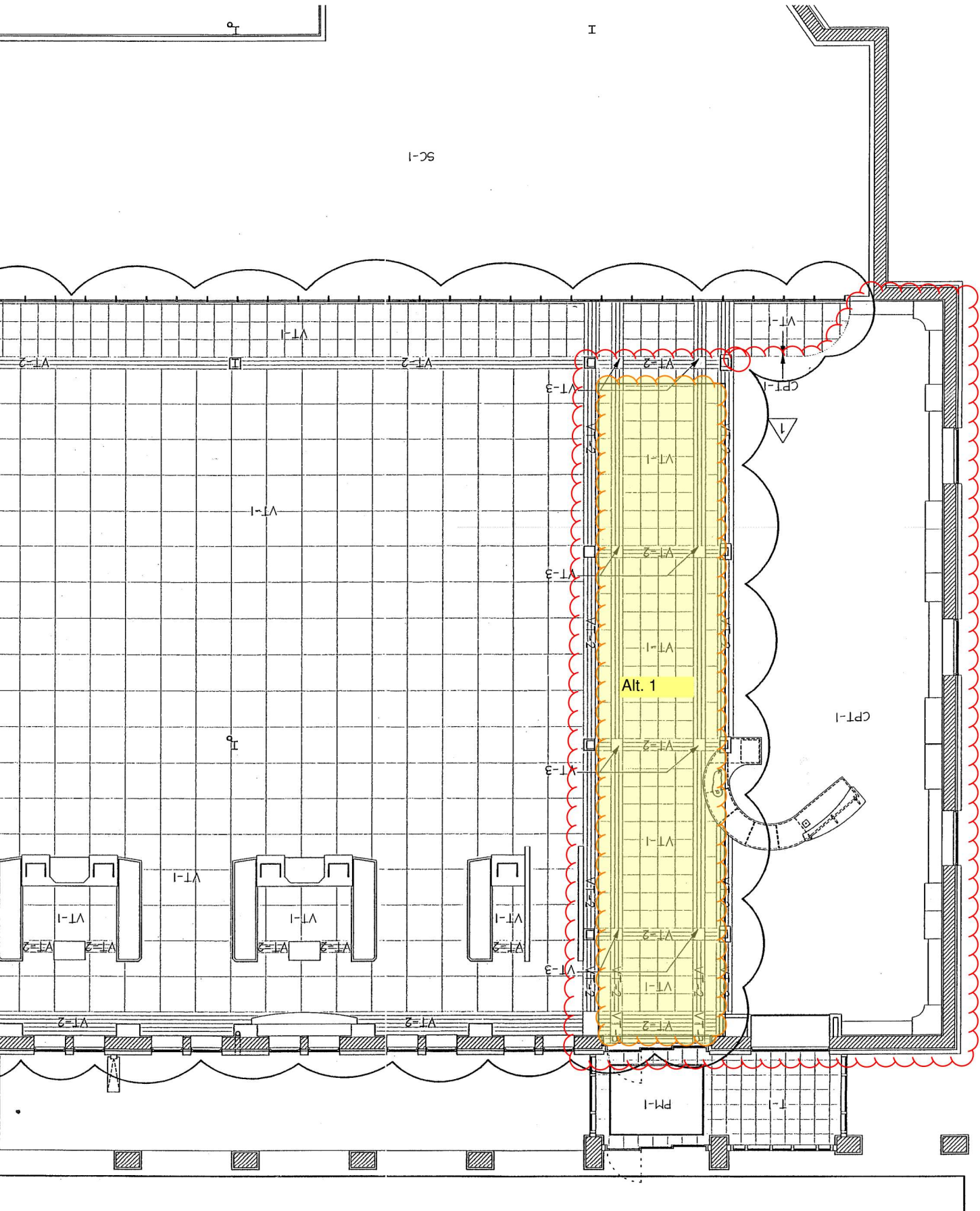
BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: March 3rd, 2025

MET-CON COMPANIES, INC.

BY: _____
Its _____



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: _____

Contractor: _____

By _____
(please print name)

Signature _____
(please sign name)

Its _____

PROJECT TITLE: LAKEVILLE LIQUOR GALAXIE PARTIAL STORE REMODEL

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor:

(please print name)

(please sign name)

Proposal

FARIBAULT DIVISION
15760 Acorn Trail, P.O. Box 427
Faribault, Minnesota 55021
P:507 332-2266 F:507 332-8742

PROPOSAL SUBMITTED TO City of Lakeville - Tom Breeggemann		DATE 02/25/25	
STREET 16000 Galaxie Ave		PHONE	FAX
CITY, STATE AND ZIP CODE Rosemount, MN 55068		JOB NAME Remodel of existing wine section of store	
ARCHITECT	DATE OF PLANS	JOB LOCATION	JOB PHONE

We hereby submit specifications and estimates for:
We are pleased to quote the following:

- * Disconnect existing electrical at existing wine tasting station
- salvage circuit for reuse and instantaneous water heater
- * Disconnect existing plumbing at existing wine tasting station
- * Remove and dispose of existing wine tasting station casework/countertop & wine racks along wall
- * Disconnect and dispose of (3) hanging lights
- * Skim wall papered walls within area and prime/paint (includes arches)
- * Remove and dispose existing carpet tile (18' x 62')
- * Saw cut floor to relocate cooler power along wall
- * Pour back electrical trench
- * Install new VCT flooring 18' x 62' w/vinyl base
- * Install new 3' x 5' L-shaped casework with solid surface top & under mount stainless sink
- * Install new convenience receptacles under new countertop and connect to existing circuit
- * Re-install salvaged water heater and connect to existing circuit
- * Furnish and install new (2) handle bar sink faucet
- * Furnish and install (3) new hanging lights (\$3,000 allowance figured)

Alternate - Replace 12' x 62' section of VCT ADD \$6,924

Clarifications/Exclusions:

- *Permit excluded
- * Work figured to be done during normal business hours Monday-Friday 7:00AM - 3:30PM

We Propose to furnish material and labor—complete in accordance with above specifications, for the sum of:

Fifty nine thousand -----NO/100 59,000.00

Payment to be made as follows: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Parker Beaupre

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

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

Date of Acceptance _____

Signature _____

Signature _____

Proposal



FARIBAULT DIVISION
15760 Acorn Trail, P.O. Box 427
Faribault, Minnesota 55021
P:507 332-2266 F:507 332-8742

PROPOSAL SUBMITTED TO City of Lakeville - Tom Breeggemann		DATE 02/25/25	
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Fifty nine thousand -----NO/100 59,000.00

Payment to be made as follows: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Parker Beaupre

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

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

Date of Acceptance _____

Signature _____

Signature _____



Proposal

Prepared for Tom Breeggemann

Lakeville Liquor Galaxie Remodel *Rosemount, MN*

02/13/2025

Scope from walkthrough with Tom Breeggemann on 01/23/2025

Scope of Work

Base Bid

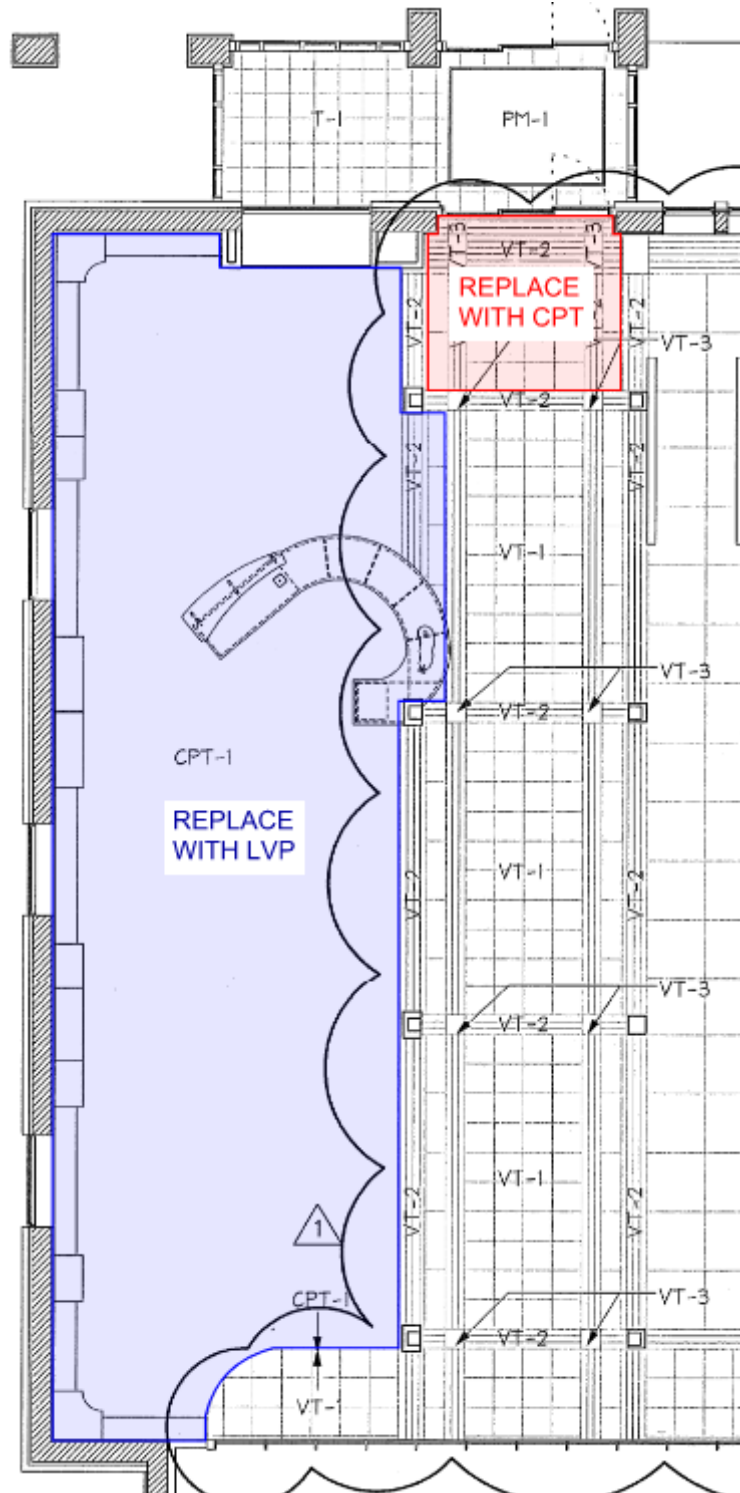
\$62,936.00

- Carpentry
 - Assumes existing product and metal shelving to be moved out of construction area prior to work starting.
 - Furnish and install poly wall dividing off construction areas from customers during construction duration.
 - Remove and dispose of existing wine racks along perimeter walls.
 - Remove and dispose of existing Tasting Station.
 - Minor patching and repair where anchors from wine racks were removed.
 - Allowance to replace the millwork at Tasting Station: \$8,000.00.
- Finishes
 - Skim coat existing perimeter walls and top of arch ways for current wine area.
 - Paint walls with (2) coats of latex paint.
 - No ceiling painting included.
 - Remove and dispose of existing flooring at entry area. Install walk-off carpet tile in its place. See below floorplan markup for clarification. CTP material allowance \$35.00/SY

Your Vision. Our Team. Great Projects.

2995 Winners Circle Drive #200, Shakopee, MN 55379 | 952-496-2227 | GreystoneConstruction.com

- Remove and dispose of existing carpet tile in the current wine area. Install luxury vinyl tile in its place. See below floorplan markup for clarification. LVP material allowance \$3.00/SF
- Furnish and install new vinyl base where new LVP flooring is installed.



- Plumbing
 - Allowance for new sink, faucet and rough-in location for new sink at new Tasting Station: \$2,500.00
- Electrical
 - Relocate existing floor box outlet serving existing coolers in center of room. New location to be at exterior wall below center window for newly located coolers
 - Includes concrete cuts and pour back to extend current location.
 - Furnish and install (3) new hanging light fixtures. \$1,000.00 material allowance included per fixture.

Exclusions *(unless noted in scope above)*

- | | |
|---|--|
| <ul style="list-style-type: none"> • Design and Code Compliance • Engineering/Architectural Design • Permits • Utility/Private Locates • Signage • Unforeseen Below Grade Conditions • Emergency Responder Communication Enhancement System • Hazardous Materials | <ul style="list-style-type: none"> • Material Testing • Special Inspections • Winter Conditions • Temp Enclosures • Electrical • Fire Suppression • Mechanical/HVAC • Plumbing • Security Equipment |
|---|--|

Clarifications

- Work to be performed between Monday and Friday during regular hours
- No overtime or weekend work included
- This proposal may be withdrawn by Greystone if not accepted within 30 days
- Upon acceptance of this proposal, all notations as stated above shall be incorporated as part of the contract documents unless otherwise noted
- The attached Terms of Agreement are part of this Proposal

Proposal Prepared By



Missy Nelsen, Project Manager
Greystone Construction | Facility Solutions Division

Email: MNelsen@greystoneconstruction.com
Office: 952-278-1171 | Mobile: 612-618-0848



*Proposal prepared for Lakeville Liquor
Galaxie Remodel | Rosemount, MN*

Page 3 of 5

Terms of Agreement

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described per the attached Proposal.
2. **Contract Price.** Owner agrees to pay to Contractor for the Work in the sum identified in the attached Proposal.
3. **Payment Terms.** Invoice upon Completion, Due Net 30 Days, No Retainage. At Contractor's option, monthly progress invoices for projects exceeding 45 days or that require vendor down payment(s), Due Net 30 Days, No Retainage. Payment due but unpaid shall bear interest at the legal rate.
4. **Insurance.** Contractor shall secure and maintain insurance policies and limits per the attached sample insurance certificate. Owner shall secure, name contractor as additional insured, and maintain policies of property (builder's risk) and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work.** Contractor shall complete the Work per the schedule outlines. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly along with applicable damages, if any.
7. **Indemnification.** Contractor, shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor. Owner agrees to indemnify and hold harmless the Contractor and Design Consultants, and all Subcontractors and Subsubcontractors of Contractor, harmless from all claims for bodily injury, property damage to the extent that such claims are caused by a negligent act or omission of the Owner, its subcontractors, anyone directly or indirectly employed by the Owner and arise from the Owner's operations under this Agreement.
8. **Warranty.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship, and defective materials, and in conformance with the Drawings and Specifications. The Contractor agrees to correct all Work performed by it under this Agreement which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion. The giving of the warranty in this Section shall not be construed to limit or modify any other legal rights or remedies of the Owner, but shall be in addition to such rights and remedies.
9. **Permits.** Party responsible to obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work will be per the attached Proposal.
10. **Condition of Site.** Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to known or not known private underground utilities, tanks or other buried equipment or obstructions not clearly disclosed to Contractor prior to commencement of the Work.
11. **Existing Conditions.** When bound by existing conditions for any work consisting of "replacement in kind" the contractor endeavors to achieve such results with commercially available materials, but does not guarantee exact replication nor warrant that the replacement will meet current codes.

12. **Environmental Hazards.** Owner is responsible to notify contractor of any known environmental hazards. Owner is responsible for damages and delays for abatement of any known or unknown environmental hazards uncovered during construction.
13. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work.
14. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. **Governing Law.** These Terms of Agreement shall be governed by the laws of the place where this project is located.
16. **Notice of Lien Rights.**
 Pursuant to Minn. Stat. § 514.011, if construction on non-commercial building or commercial building of 5000 square feet or less Contractor provides the following notice to Owner:

 (A) ANY PERSON 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.

 (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS 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 MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
17. **Entire Agreement.** Terms of Agreement, together with the Proposal constitute the entire Agreement between the Contractor and the Owner with respect to the Work. The Agreement may be amended or modified only in writing and signed by both of the parties. Acceptance of unmodified Agreement is triggered upon the earliest of the following: 1) issuance of an owner PO; 2) notice to proceed; 3) start of the Work.

Terms agreed to by:

OWNER

By _____
 Title _____
 Date _____

CONTRACTOR

Greystone Construction Company

By _____
 Title _____
 Date _____



Date: 3/3/2025

Community Event Sponsorship Agreement with Safety Signs, Incorporated for Live at the Lake Summer Concert Series

Proposed Action

Staff recommends adoption of the following motion: Move to approve Community Event Sponsorship Agreement with Safety Signs, Incorporated for the Live at the Lake Summer Concert Series.

Overview

Beginning in Summer 2023, the Lakeville Area Arts Center has offered a free outdoor concert series called “Live at the Lake” running Wednesday evenings from June to August. The 12-week series will include pre-show and mainstage shows with a wide array of performance groups. Safety Signs has sponsored the concert series since its launch and has agreed to sponsor the series for the 2025 and 2026 seasons.

The agreement includes two annual donations of \$7,500 from Safety Signs. The City will include Safety Signs on all printed and digital marketing promoting the concert series and provide a ½ page ad and space in the 2025-2026 Performing Arts Guide.

Supporting Information

1. Community Event Sponsorship Agreement with Safety Signs

Financial Impact: \$15,000 Budgeted: No Source: Sponsorship Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Nicki Pretzer, Arts Center Manager
--

**COMMUNITY EVENTS SPONSORSHIP AGREEMENT
WITH SAFETY SIGNS INC.**

THIS AGREEMENT (the “Agreement”) made this **3rd** day of **March, 2025** (“Effective Date”), by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **SAFETY SIGNS, INC.**, a Minnesota corporation (“Sponsor”), with offices at 19784 Kenrick Avenue, Lakeville, MN 55044.

WHEREAS, the City is the Event Planner for “Live Music at the Lake” Summer Concert Series at Casperson Park (“Concert Series”), and;

WHEREAS, Sponsor has agreed to sponsor the series in 2025 and 2026, and;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- 1. SERVICES TO BE PROVIDED.** The City agrees to include the Sponsor on all printed and digital marketing promoting the Concert Series, and provide a ½ page ad space in the 2025-2026 Performing Arts Guide
- 2. CITY RESPONSIBILITY.** City at all times will retain authority over its personnel and be responsible for all equipment and personnel associated with the service provided, including all compensation and insurance matters related to the Concert Series.
- 3. PAYMENT.** The Sponsor agrees to pay the City for the promotion as part of the Concert Series in an amount of **\$7,500** per year. Payment is due in advance/within 30 days of the start of the series.
- 4. TERM.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026. Sponsor shall have an option to renew this Agreement for the 2027 and 2028 Concert Series, subject to the rates of sponsorship established by the City for the 2027 and 2028 Concert Series.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

CITY OF LAKEVILLE

SAFETY SIGNS, INC.

BY: _____
Luke M. Hellier, Mayor

Sue Blanchard
Sue Blanchard (Feb 19, 2025 10:23 CST)

AND _____
Anne Orlofsky, City Clerk

DATE: 19/02/2025



Date: 3/3/2025

Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 1st Quarter of 2025

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution accepting donations to the Lakeville Parks & Recreation Department in the first quarter of 2025.

Overview

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

Supporting Information

1. Q1 2025 List of Donors

Financial Impact: \$8,651.96 Budgeted: No Source: Donations Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Joe Masiarchin, Parks & Recreation Director
--

Individual or Business	Donation	Purpose
Anonymous Donor	\$25.00	Youth Scholarship Fund
Cecilia Wech	\$1,000.00	Memorial Bench
Deb Zabel	\$3.00	Active Adults General Donation
Happy Harry's Furniture	\$128.96	Active Adults General Donation
Lakeville Lions	\$5,200.00	Puppet Wagon Summer Series
Loren Kramer	\$45.00	Youth Scholarship Fund
New Perspective - Eagan	\$100.00	Active Adults General Donation
Roberta Hedge	\$500.00	Active Adults General Donation
Run the Ritter-Paulette Odenthal	\$1,600.00	Ritter Farm Park Trails
Three Links Care Center	\$50.00	Active Adults General Donation
TOTAL	\$8,651.96	



Date: 3/3/2025

Supplemental Agreement for Professional Services with SEH for Citywide Trail Gaps Improvements (Phase II)

Proposed Action

Staff recommends adoption of the following motion: Move to approve SEH supplemental agreement for professional services for Citywide Trail Gaps Improvements (Phase II), City Project 23-06.

Overview

The City Council approved the award of a construction contract on January 6, 2025, to complete trail improvements along County State Aid Highway (CSAH) 23 (Cedar Avenue) from Shakespeare Boulevard to Gemini Trail, and Highview Avenue from 172nd Street to Interlachen Boulevard. The project is part of the City's 2021 Park Bond Referendum that included funding for the construction of pedestrian trails to close existing citywide trail gaps.

SEH's proposal identifies the scope of services and estimated cost to provide construction services relating to retaining wall construction, including materials testing and construction inspection/observation. The City Council approved supplemental agreements for preliminary and final engineering on January 18, 2022, and July 17, 2023. The proposal is subject to the Master Agreement for Professional Engineering Services between the City and SEH approved by the City Council on September 20, 2021.

The City and Dakota County are partnering to complete the trail improvements along Cedar Avenue and will share project responsibilities, consistent with the adopted County 2040 Transportation Plan Cost Share policies and as established in the project's Joint Powers Agreement. The City is the lead agency; therefore, the total cost is reflected in this memo. The City's estimated net cost is \$22,000.

Supporting Information

1. 2025.02.17 SEH Supplemental Agreement - Construction Services (Wall)

Financial Impact: \$63,560 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer



Building a Better World
for All of Us®

SUPPLEMENTAL LETTER AGREEMENT

February 17, 2025

RE: City of Lakeville
Trail Gaps Retaining Walls Construction
Observation
SEH No. LAKEV 183630 10.00

Ms. Alanna Sobottka
Civil Engineer
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

Dear Alanna:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit the attached proposal for construction observation services relative to the referenced project.

Project Understanding/Scope of Services

Our scope of work includes full observation services for retaining wall construction that include the following tasks:

1. Project Management

This task consists of general project management duties including managing internal teams, schedule and budget, invoice management, and general project correspondence.

2. Construction Observation

This task includes four primary sub tasks:

a. Preconstruction Activities

- Attendance by two (2) SEH staff members at an in-person pre-construction meeting

b. Construction Administration

- SEH will provide engineering support and interpretation of contract documents, coordinate materials testing with the materials testing consultant, and attend weekly on-site construction meetings.
- SEH staff will attend one weekly meeting in advance of retaining wall construction commencing and all meetings during retaining wall construction. We assume attendance of seven (7) total meetings. Attendance will be by lead Resident Project Representative (RPR) at all seven meetings and one SEH geotechnical and structural engineers (one meeting each).

c. Construction Observation

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10650 Red Circle Drive, Suite 500, Minnetonka, MN 55343-9229

952.912.2600 | 800.734.6757 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- We will provide full-time construction observation services by our RPR throughout construction of retaining walls A, B, and C.
 - Includes up to 3 trips for a geotechnical engineer to monitor surcharge, confirm soil conditions prior to construction of retaining wall leveling pad, and to review Wall B soil correction. Also included is up to 2 trips for a structural engineer to review Wall C construction and verify steel reinforcement.
 - The geotechnical engineer will also review surcharge data and communicate surcharge updates with the Contractor and City staff.
- d. Project Closeout
- SEH will complete one site closeout walkthrough and provide action items to City staff for inclusion in the punch list relative to the retaining walls. Includes one additional trip to verify satisfactory completion of retaining wall punch list items.

Assumptions:

1. Assumes pre-construction meeting will be held in person at Lakeville City Hall.
2. Does not include materials testing. Assumes the City of Lakeville will contract with a material testing consultant directly. SEH will coordinate testing when needed with the selected consultant.
3. Staking services and preparation of as-builts will be provided under the terms of SEH's current contract.
4. City staff will coordinate pre-construction meeting scheduling and location, prepare and distribute meeting agenda and minutes, and lead the meeting.
5. City staff will prepare all pay applications. SEH's RPR will provide measurements of retaining wall-related bid items for inclusion.
6. City staff will lead construction administration for the remainder of the trail gaps project, including (but not limited to) private utility relocations, removals, clearing and grubbing, surcharge placement, trail grading and paving, and restoration. City staff will coordinate retaining wall construction schedules with the contractor and SEH.
7. The average workday for the lead RPR will be 10 hours and assume 5 days for construction of Wall A, 10 days for construction of Wall B, and 8 days for construction of Wall C. SEH construction observation services will begin when excavation for prefabricated modular block (PMBW) retaining walls begins. Observation of sheet pile wall construction will begin when driving of piles begins. Services will be considered complete when backfilling of PMBW retaining walls is completed and when installation of the sheet pile wall cap is completed.
8. City staff will develop and distribute the remainder of the punch list and coordinate its completion with the Contractor and SEH.

Fees, Billing & Estimated Project Costs

If accepted, this proposal describes how we will provide these services for a not-to-exceed fee of **\$63,560.00**. This amount is detailed in the table below and includes our reimbursable expenses. We will bill the City monthly for reimbursable expenses and on an hourly basis for labor. We will provide these services in accordance with our Agreement for Professional Engineering Services dated September 20, 2021, herein called the Agreement.

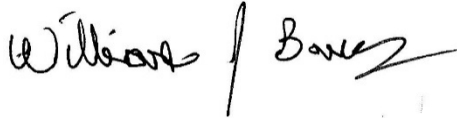
Project Task	Cost
Task 1: Project Management	\$3,510.75
Task 2: Construction Services	\$60,049.25
Total Project Cost for Construction Services	\$63,560.00

This Supplemental Letter Agreement, THB, and the Agreement represent the entire understanding between the City of Lakeville and SEH in respect to the project and may only be modified in writing if signed by both parties.

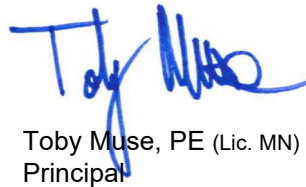
We look forward to working with you and your staff on this project. Please contact me at 952.912.2629 or wbauer@sehinc.com with questions regarding this proposal.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



William Bauer, PE (Lic. IA, MN, SD)
Project Manager



Toby Muse, PE (Lic. MN)
Principal

x:\ko\lakev\165437\1-gen\10-setup-cont\03-proposal\retaining wall construction observation\sla ltr trail gaps retaining wall co.docx

If you agree with this proposal for Professional Services for Trail Gaps Retaining Wall Construction Observation, please sign a copy of this agreement, and e-mail a scanned copy to our office.

Accepted on this ____ day of _____, 2025

City of Lakeville, Minnesota

By: _____
Name

Title



Project Name: Trail Gaps Retaining Wall Construction Observation

Client: City of Lakeville

SEH Project No. LAKEV 183630

Date: February 10, 2025

Billing Title Employee Name		PM Bauer	PE Bonanno	PE Dupont	PE Thompson	Admin Tech Bergusson	Reimbursable Expenses	Total
Task #1 - Project Management								
1.1	Contract and General							
	Invoice management	5				5		10
	Project management	4						4
	Coordination with field staff	4						4
	Subtotal Hours	13	0	0	0	5	N/A	18
	Subtotal Fees	\$2,865.71	\$0.00	\$0.00	\$0.00	\$530.82	\$0.00	\$3,396.53
	Task Hours Summary	13	0	0	0	5	N/A	18
	Task Fee Summary	\$2,865.71	\$0.00	\$0.00	\$0.00	\$530.82	\$114.22	\$3,510.75
Task #2 - Construction Services								
3.1	Preconstruction Activities							
	Attend pre-construction meeting	2	2					4
								0
3.2	Construction Administration							
	Engineering support/clarification of plans and specs	2	2	2	2			8
	Weekly construction meetings		9	2	2			13
	Materials testing coordination		2					2
3.3	Construction Observation							
	Construction observation		230	8	53			291
3.4	Project Closeout							
	Site closeout walkthrough & develop punchlist		4					4
	Punchlist verification		2					2
								0
	Task Hours Summary	4	251	12	57	0	N/A	324
	Task Fee Summary	\$881.76	\$41,229.46	\$2,551.16	\$12,238.88	\$0.00	\$3,148.00	\$60,049.25



Project Name: Trail Gaps Retaining Wall Construction Observation

Client: City of Lakeville

SEH Project No. LAKEV 183630

Date: February 10, 2025

Billing Title Employee Name		PM Bauer	PE Bonanno	PE Dupont	PE Thompson	Admin Tech Bergusson	Reimbursable Expenses	Total
Task #1 - Project Management								
	Task Hours Summary	13	0	0	0	5	N/A	18
	Task Fee Summary	\$2,865.71	\$0.00	\$0.00	\$0.00	\$530.82	\$114.22	\$3,510.75
Task #2 - Construction Services								
	Task Hours Summary	4	251	12	57	0	N/A	324
	Task Fee Summary	\$881.76	\$41,229.46	\$2,551.16	\$12,238.88	\$0.00	\$3,148.00	\$60,049.25
Project Summary								
	Project Hours Summary	17	251	12	57	5	N/A	342
	Project Fee Summary	\$3,747.47	\$41,229.46	\$2,551.16	\$12,238.88	\$530.82	\$3,262.22	\$63,560.00



Date: 3/3/2025

Encroachment Agreement with Lesnau for Private Improvements on Public Property

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Michael Lesnau for private improvements on public property.

Overview

Michael Lesnau (18900 Orchard Trail) requests approval to install a privately-owned and maintained dock on public property. The property owner will own and maintain the dock and is responsible for removing the private improvements if the City determines the public property must be utilized.

Supporting Information

1. Encroachment Agreement - 18900 Orchard Trail

Financial Impact: \$0 **Budgeted:** No **Source:** N/A

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

Report Completed by: Zach Johnson, City Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **MICHAEL LESNAU**, a single person (“Lesnau”).

RECITALS

A. Lesnau is the fee owner of certain real property located at 18900 Orchard Trail in the City of Lakeville, County of Dakota, State of Minnesota, which is legally described as follows:

Lot One (1) Block One (1) Bassett's First Addition according to the recorded plat thereof now on file and of record in the office of the Registrar of Titles in and for said County and State.

(“Subject Property”);

B. The City is the fee owner of certain real property (PID 22-01300-79-012), which is adjacent to the Subject Property and Lake Marion (“Lake”) and legally described in Exhibit “A” attached hereto (“City Property”).

C. Lesnau desires to install a dock (“Improvement”) from the Subject Property to the Lake which will encroach over the City Property, as depicted on the sketch attached hereto as Exhibit B (“Encroachment”).

1. **RECITALS.** The foregoing Recitals are true and correct and incorporated herein by reference.

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the installation of the Improvement on the City Property ("Encroachment"). City approval of the Encroachment is conditioned upon Lesnau complying with the following, at Lesnau's sole cost and expense:

- The Improvement shall comply with the specifications identified in Exhibit B.
- The City shall have no responsibility to maintain or repair the Improvement located within the City Property.
- The Improvement must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties or the City Property.
- Installation of the Improvement must comply with all federal, state and local laws.
- Lesnau is fully responsible and liable for any and all damage caused to the Improvement encroaching within the City Property.
- Lesnau shall own the Improvement and shall maintain and repair the Improvement in a good and safe condition.
- Lesnau's placement of the Improvement over and across the City Property includes the risk that it might become necessary that the Improvement be disturbed or removed to facilitate City access and use of the City Property.

3. **INSPECTIONS BY THE CITY.** The City shall inspect the Improvement for compliance with this Agreement, and other compliance with the City Code, so long as such inspection does not unreasonably interfere with Lesnau's use of the Improvement, except as otherwise provided under Paragraph 6.

4. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach on the City Property, Lesnau, hereby agrees to indemnify and hold the City, its officials, employees, contractors, agents, and volunteers harmless from any and all claims, damages, losses,

costs, and/or expenses, arising from, based on, related to, or caused by, in whole or in part, by the Improvement encroaching on the City Property.

5. WAIVER OF CLAIMS. Lesnau knowingly and voluntarily waives and releases any and all claims against the City arising from, based on, or related to Lesnau being permitted to maintain the Improvement on the City Property.

6. TERM AND TERMINATION OF AGREEMENT.

A. The City may terminate this Agreement at any time upon a breach of a condition of this Agreement or if it is reasonably necessary for the City to occupy the City Property for any public purpose and the Improvement is inconsistent with the City's use of the City Property. Prior to termination, the City will give Lesnau thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately.

B. Lesnau may terminate this Agreement at any time with or without cause. Prior to termination, Lesnau will give the City thirty (30) days advance written notice.

C. Upon termination of this Agreement, Lesnau shall remove the Improvement from the Subject Property and shall restore the City Property to a condition consistent with the original condition of the City Property prior to the Encroachment. If Lesnau fails to comply with the foregoing within a reasonable time, as determined by the City, the City may remove the Improvement and charge the cost of removal and any restoration back to Lesnau for reimbursement to be paid within 30 days of mailing of an invoice by the City.

7. RESERVATION OF RIPARIAN RIGHTS. This Agreement shall not limit, impair, or otherwise affect the Subject Property's riparian rights to the Lake, if any, and Lesnau and his successors and assigns retain the full right to assert and exercise such rights as provided by law.

8. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Minnesota and may only be amended in writing. This Agreement may be executed in several counterparts, each of which when executed is considered an original, but all of which together shall constitute one instrument.

9. **NOTICES.** All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing and will be delivered in person or by certified or registered mail, postage prepaid as follows:

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

LESNAU: Michael Lesnau
18900 Orchard Trail
Lakeville, MN 55044

10. **RECORDING.** This Agreement shall be appurtenant to and run with the land, and shall be recorded against the title to the Subject Property.

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **Luke M. Hellier** and **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.

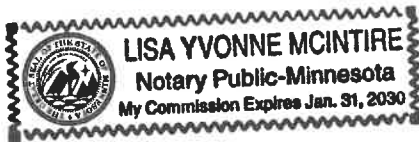
Notary Public



Michael Lesnau

STATE OF MINNESOTA)
)ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 26th day of February, 2025, by **Michael Lesnau**, a single person.





Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, #290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt

EXHIBIT "A"

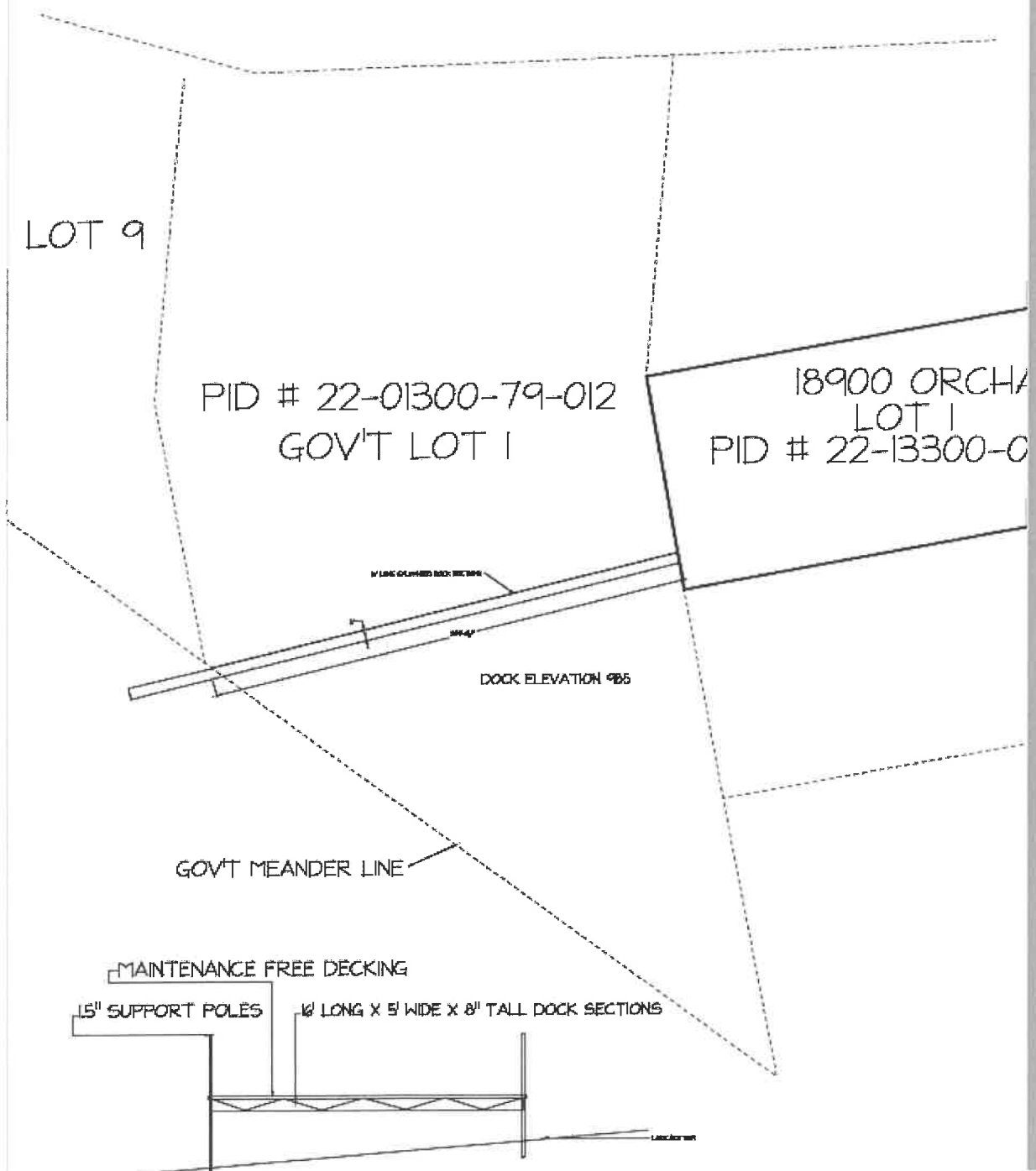
City Property

That part of Government Lot 1, Section 13, Township 114, Range 21, Dakota County, Minnesota, described as follows: Commencing at the intersection of the south line of Section 13, with the Government meander line in said Government Lot 1; thence North 50 degrees 00 minutes 00 seconds West (assumed bearing) along said Government meander line a distance of 96.40 feet to the point of beginning of the land to be described; thence continuing North 50 degrees 00 minutes 00 seconds West along said Government meander line a distance of 307.09 feet; thence North 8 degrees 30 minutes 00 seconds West a distance of 124.50 feet; thence North 5 degrees 28 minutes 00 seconds East a distance of 150.00 feet; thence North 88 degrees 22 minutes 00 seconds East a distance of 204.95 feet to the northwest corner of the Park as platted in BASSETT'S FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Registrar of Titles; thence South 5 degrees 28 minutes West, along the West line of said BASSETT'S FIRST ADDITION, a distance of 150 feet to the Southwest corner of said Park; thence South 8 degrees 30 minutes 00 seconds East along said West line of BASSETT'S FIRST ADDITION a distance of 330.00 feet to the point of beginning.

EXHIBIT B

Encroachment

LESNAU DOCK LAYOUT





Date: 3/3/2025

**Resolution Approving an Application to the Minnesota Department of Natural Resources
for a Local Trail Connections Program Grant**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing an Application to the Minnesota Department of Natural Resources for a Local Trail Connections Program Grant.

Overview

On an annual basis the Minnesota Department of Natural Resources (MNDNR) offers a variety of grant opportunities for cities, counties, and townships. One such grant is the Local Trail Connections Program Grant that provides matching grants to local units of government for the cost of acquisition and development of trail facilities. The intent of the program is to provide trail linkages that connect residential areas to significant public resources such as historical areas, open space, parks and other trails. The application would request funding for the Lake Marion Greenway Trail: Ritter Farm Park to Casperson Park portion of the project. This includes new trails construction and reconstruction of existing trails to create a connection between Ritter Farm Park and Casperson Park. Grants are reimbursed based on up to 75 percent of the total eligible costs with a maximum grant award of \$250,000. The City is required to provide a 25 percent non-state cash match. Staff is in the process of working with our consultant gathering information and data to submit a grant to the MNDNR for the Lake Marion Greenway project.

As part of the process, the MNDNR requires the Mayor and City Council to execute a resolution which authorizes the City to apply for the grant and allows the Parks and Recreation Director to execute agreements as necessary to implement the project on behalf of the City of Lakeville if we are successful in obtaining grant funding

Supporting Information

1. Resolution Authorizing an Application to the Minnesota Department of Natural Resources for a Local Trail Connections Program Grant

Financial Impact: \$ 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

CITY OF LAKEVILLE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION TO THE DEPARTMENT OF
NATURAL RESOURCES FOR A LOCAL TRAIL CONNECTIONS PROGRAM GRANT**

WHEREAS, the City of Lakeville supports the Local Trail Connections Program grant application made to the Minnesota Department of Natural Resources for the Lake Marion Greenway Trail – Ritter Farm Park to Casperson Park project, which will include new trail construction and reconstruction of existing trails to create a connection between Ritter Farm Park and Casperson Park, and

WHEREAS, the City of Lakeville recognizes that it has secured the 25% non-state cash matching funds for this project, and

NOW, THEREFORE, BE IT RESOLVED, if the City of Lakeville is awarded a grant by the Minnesota Department of Natural Resources, the City of Lakeville agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Lakeville will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Lakeville names the fiscal agent for the City of Lakeville for this project as:

Julie Stahl, Finance Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
jstahl@lakevillemn.gov | 952.985.4481

BE IT FURTHER RESOLVED, the City of Lakeville hereby assures the trail improvements constructed with this Local Trail Connections grant will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED by the Lakeville City Council this 3rd day of March, 2025

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 3/3/2025

Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2025 Environmental and Natural Resources Trust Fund Grant

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing an Application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for a 2025 Environmental and Natural Resources Trust Fund (ENRTF) Grant.

Overview

The LCCMR makes funding recommendations to the legislature for special environment and nature resources projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Projects that are awarded funding from the ENRTF help maintain and enhance Minnesota's environment and natural resources. The 2026 ENRTF Request for Proposal welcomes proposals for projects that aim to protect, conserve, preserve and enhance Minnesota's air, water, land, fish, wildlife and other natural resources. The application would request funding for the Lake Marion Greenway Trail: Ritter Farm Park to Dodd Boulevard portion of the project. This includes new trail construction and reconstruction of existing trails to create a connection between Ritter Farm Park and Dodd Boulevard.

As part of the process, the MNDNR requires the Mayor and City Council to execute a resolution which authorizes the City to apply for the grant and allows the Parks and Recreation Director to execute agreements as necessary to implement the project on behalf of the City of Lakeville if we are successful in obtaining grant funding.

Supporting Information

1. Resolution Approving an Application to the LCCMR for a 2025 Environmental and Natural Resources Trust Fund Grant

Financial Impact: \$ 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

CITY OF LAKEVILLE

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION TO THE LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR) FOR A 2025 ENVIRONMENTAL AND NATURAL RESOURCES TRUST FUND (ENRTF) GRANT

WHEREAS, the City of Lakeville seeks funding for the Lake Marion Greenway Trail which includes new trail construction and reconstruction of existing trails to create a connection from Ritter Farm Park to Dodd Blvd.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lakeville supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Lakeville to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2026 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, that, if funding is awarded, the City of Lakeville agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Lakeville will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, that the City of Lakeville understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Lakeville has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, that the City of Lakeville certifies none of the current principals of the City of Lakeville have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, that the City of Lakeville Parks & Recreation is hereby authorized to execute such agreements and work plans as necessary and Joe Masiarchin is authorized to implement the project on behalf of the City of Lakeville; and

BE IT FURTHER RESOLVED, that the City of Lakeville has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed.

PASSED AND ADOPTED by the Lakeville City Council this 3rd day of March, 2025

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 3/3/2025

FiRST Center Resolution Accepting Bids and Approving Construction Contracts

Proposed Action

Staff recommends adoption of the following motion: Move to accept base bids plus alternate warehouse building and award construction contracts for the construction of the FiRST Center (City Project 25-12).

Overview

In 2023 the City Council directed staff to move forward with the design and construction of the First Responders Skills Training Center, The FiRST Center. The FiRST Center will provide a permanent, dedicated training facility within the south metro and Greater Minnesota area for use by fire, police and EMT personnel. The city's old public works building at 7777 214th Street, will be razed and the site reused for the construction of the facility.

Over the past year the city has worked with Leo A. Daly Architects to design the facility and prepare the plans for bidding and construction. The city also hired RJM Construction in 2024 to assist in cost estimating, bidding, and managing the overall construction of the facility. After receiving and opening the bids in January RJM completed a review of the bids for each scope of work. Staff and RJM recommend awarding the bids to the contractors listed on Exhibit A. The budget for the construction of the FiRST Center includes:

FiRST Center Construction Costs Summary	
Project Cost	\$25,829,024
State of Minnesota Funding Grant	-\$7,170,000
Federal Congressional Directed Funding	-\$800,000
Total City Costs	\$17,859,024

The construction of the facility will begin in March and will be operational in 2026.

Supporting Information

1. EXHIBIT A
2. EXHIBIT B

Financial Impact: \$17,859,024 **Budgeted:** Yes **Source:** General Obligation Bonds
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Allyn Kuennen, Assistant City Administrator

CITY OF LAKEVILLE

RESOLUTION NO. _____

**FIRST CENTER RESOLUTION ACCEPTING BIDS AND APPROVING
CONSTRUCTION CONTRACTS**

WHEREAS, the City of Lakeville received sealed bids on Thursday, January 30, 2025, at 1:00 p.m. for the FiRST Center construction.

WHEREAS, Exhibit A attached hereto lists the lowest responsible bidder for each scope of constructing the FiRST Center; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota does hereby acknowledge acceptance of the base bid plus alternate warehouse building as shown on Exhibit B attached hereto.

ADOPTED by the Lakeville City Council this 3rd day of March 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

EXHIBIT A - City of Lakeville FiRST Responders Skills Training Center Contractors List

DESCRIPTION	SUBCONTRACTOR
Temporary Barriers & Enclosures	RJM
Cleaning & Waste Management	RJM
1A - Survey	Sunde
1B - Final Cleaning	Prime
1C- Structural Testing & Inspections	Braun Intertec
1D Asbestos Abatement	Twin Cities Abatement
3A - Cast-In- Place Concrete	Northland
3B - Polished, Stained, and Sealed Concrete	Kelleher
3C - Precast Concrete	Fabcon
4A - Masonry	Del's
5A - Structural Steel & Metal Fabrication	Northern
5B - Structural Steel & Metal Erection	Top line
6A - Building Works	Meisinger
6B - Casework Materials	Focal Point
7A - Waterproofing	Henkemeyer
7B - Metal Panels	Arch Panels
7C - Roofing	Mint
7D - Joint Sealants	The Caulkers
8A - D/F/H	Bredamus
8B - Sectional Doors	Crawford
8C - Aluminum Framing & Glazing	Envision
9A - Metal Stud Framing & Drywall	RTL
9B - Tile	Commercial
9C - Acoustical Ceilings	Acoustics
9D - Carpet & Resilent Flooring	Grazzini
9E - Painting & Wallcovering	Reinhardt
9F - Wood Flooring	Shaefer
10 - Lockers	Bartly
10B - Wall Protection	Construction Specialties
10C - Specialties	Bartley
10D - Operable Partitions	W.L. Hall
10E - Flagpoles	Peterson
10F - Awnings	Hoigaards
10G - Signage	Spectrum
11B - Appliances	Warners Stellan
11C - Gymnasium Equipment	The Centre Stage
11D - Stainless Steel Countertops	Innovative Lab
12A - Window Treatments	American Drapery
21A - Fire Protection	Life Saver
22A - Plumbing	Area Mechanical
23A - HVAC & Building Automation	Cool Air
26A - Electrical	NEI
27A - Audio/Visual Systems	Muska
31A - Earthwork	Rachel
32A - Asphalt - Included in Site Concrete - Combined Low	McNamara
32B - Site Concrete	McNamara
32C - Landscaping & Irrigation	Peterson
32D - Fences & Gates	Action Fence
33A - Site Utilities	Kamish
Range Equipment	Action Target
Data/IT Cabling	Commercial Infrastructure Cabling
Access Control/Security/CCTV	ECSI Systems Integrators

FIRST CENTER RENDERING



LEO A DALY

LAKEVILLE FIRST CENTER

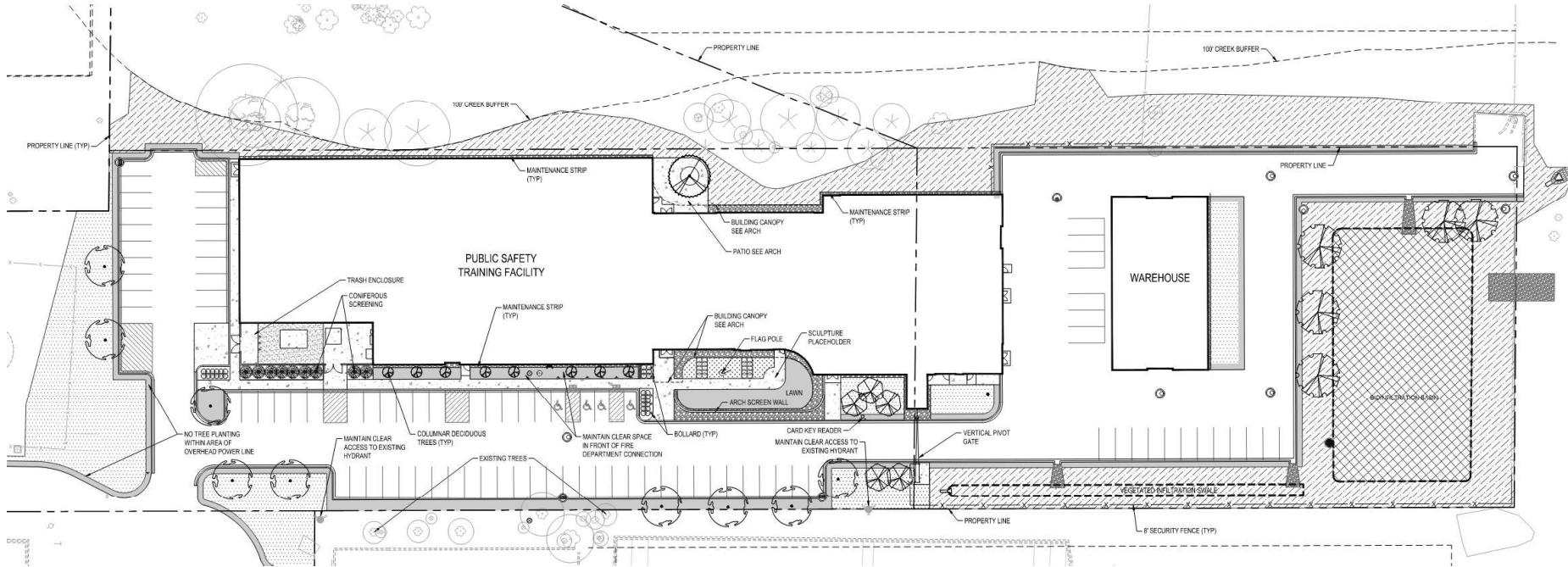
FIRST CENTER RENDERING



LEO A DALY

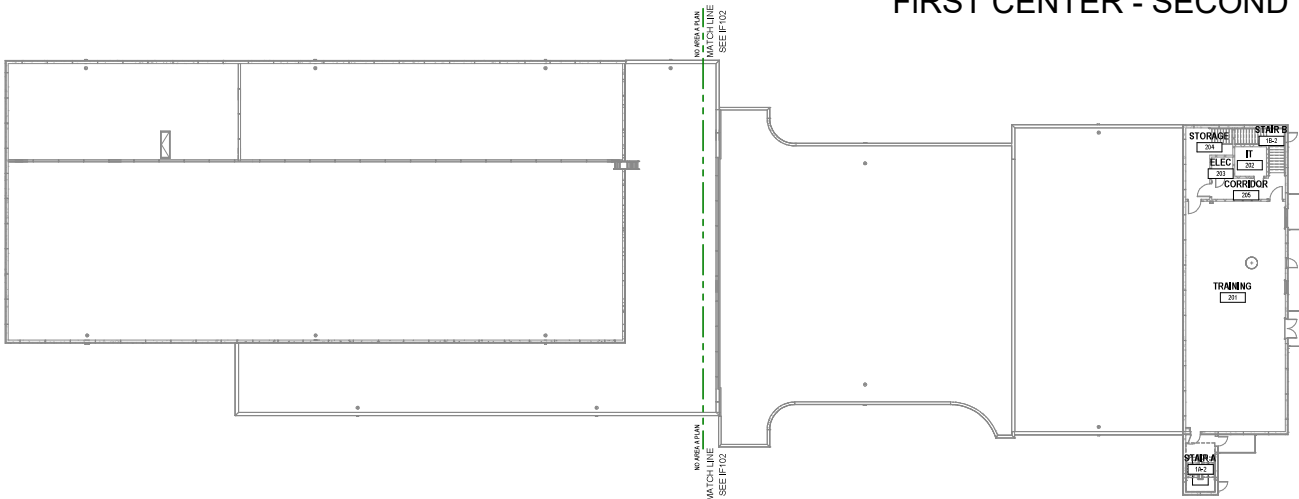
LAKEVILLE FIRST CENTER

FIRST CENTER SITE PLAN



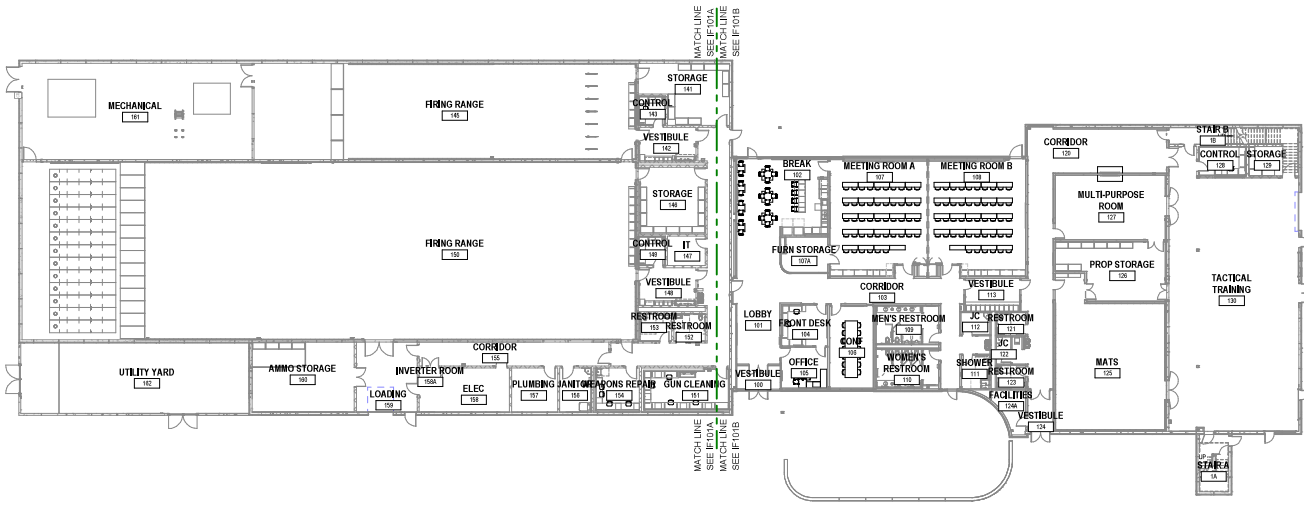
LAKEVILLE FIRST CENTER
7700 214TH Street West

FIRST CENTER - SECOND FLOOR PLAN



D1 OVERALL FF&E AND SIGNAGE PLAN LEVEL 2
SCALE: 1/8" = 1'-0"

FIRST CENTER - FIRST FLOOR PLAN



A1 OVERALL FF&E AND SIGNAGE PLAN LEVEL 1
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

Lakeville FIRST Center
7777 214TH STREET W
LAKEVILLE, MN 55044



City of Lakeville

20195 HOLYOKE AVENUE
LAKEVILLE, MN 55044



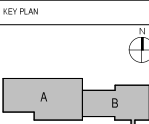
730 SECOND AVE SOUTH, SUITE 1300
MINNEAPOLIS, MN 55402-2455
T: 612.338.8741



ELAN DESIGN LAB
1000 AVENUE SOUTH, SUITE 1000
MINNEAPOLIS, MN 55411
T: 612.338.1000



ACCOUNTS, ALLOCATION & TECHNOLOGY
SM&W
1208 NORTH FILLMORE STREET, SUITE 300
ARMINSTON, VA 22001
T: 703.525.0001



REVISIONS		
NO.	DESCRIPTION	DATE

FILE LOG		
ACTIVITY	BY	DATE

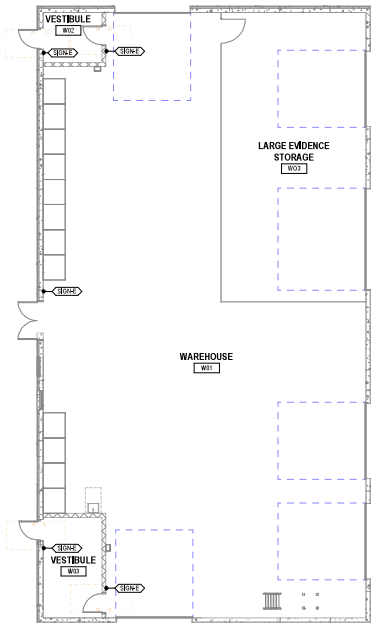
Certified Interior Designer
I hereby certify that this plan, specification, or report was prepared by me or under direct supervision and that I am a duly Licensed Interior Designer under the laws of the State of Minnesota.
Signature: *Virginia Pappas*
Typed or Printed Name: VIRGINIA PAPPAS
Date: 12/30/24 Certificate Number: CSD147

Project No.: 029-10591-000
DECEMBER 13, 2024

OVERALL FF&E AND SIGNAGE PLANS
LEVELS 1 AND 2

IF101

FIRST CENTER WAREHOUSE FLOOR PLAN



A1 FF&E AND SIGNAGE PLAN LEVEL 1 - WAREHOUSE
SCALE: 1/8" = 1'-0"

FURNITURE & EQUIPMENT SCHEDULE				
TYPE	MADE	COUNT	TYPE	FURNITURE
REF-1	REFRIGERATOR - FRENCH DOOR, BOTTOM FREEZER	01	REF-2	REF-2
WASH-1	WASH - COUNTER TOP/STOVE	01	WASH-2	WASH-2
WASH-3	WASH - COUNTER TOP/STOVE	01	WASH-4	WASH-4
WASH-5	WASH - COUNTER TOP/STOVE	01	WASH-6	WASH-6
WASH-7	WASH - COUNTER TOP/STOVE	01	WASH-8	WASH-8
WASH-9	WASH - COUNTER TOP/STOVE	01	WASH-10	WASH-10
WASH-11	WASH - COUNTER TOP/STOVE	01	WASH-12	WASH-12
WASH-13	WASH - COUNTER TOP/STOVE	01	WASH-14	WASH-14
WASH-15	WASH - COUNTER TOP/STOVE	01	WASH-16	WASH-16
WASH-17	WASH - COUNTER TOP/STOVE	01	WASH-18	WASH-18
WASH-19	WASH - COUNTER TOP/STOVE	01	WASH-20	WASH-20
WASH-21	WASH - COUNTER TOP/STOVE	01	WASH-22	WASH-22
WASH-23	WASH - COUNTER TOP/STOVE	01	WASH-24	WASH-24
WASH-25	WASH - COUNTER TOP/STOVE	01	WASH-26	WASH-26
WASH-27	WASH - COUNTER TOP/STOVE	01	WASH-28	WASH-28
WASH-29	WASH - COUNTER TOP/STOVE	01	WASH-30	WASH-30
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WASH-63	WASH - COUNTER TOP/STOVE	01	WASH-64	WASH-64
WASH-65	WASH - COUNTER TOP/STOVE	01	WASH-66	WASH-66
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WASH-69	WASH - COUNTER TOP/STOVE	01	WASH-70	WASH-70
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WASH-77	WASH - COUNTER TOP/STOVE	01	WASH-78	WASH-78
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WASH-347	WASH - COUNTER TOP/STOVE	01	WASH-348	WASH-348
WASH-349	WASH - COUNTER TOP/STOVE	01	WASH-350	WASH-350
WASH-351	WASH - COUNTER TOP/STOVE	01	WASH-352	WASH-352
WASH-353	WASH - COUNTER TOP/STOVE	01	WASH-354	WASH-354
WASH-355	WASH - COUNTER TOP/STOVE	01	WASH-356	WASH-356
WASH-357	WASH - COUNTER TOP/STOVE	01	WASH-358	WASH-358
WASH-359	WASH - COUNTER TOP/STOVE	01	WASH-360	WASH-360
WASH-361	WASH - COUNTER TOP/STOVE	01	WASH-362	WASH-362
WASH-363	WASH - COUNTER TOP/STOVE	01	WASH-364	WASH-364
WASH-365	WASH - COUNTER TOP/STOVE	01	WASH-366	WASH-366
WASH-367	WASH - COUNTER TOP/STOVE	01	WASH-368	WASH-368
WASH-369	WASH - COUNTER TOP/STOVE	01	WASH-370	WASH-370
WASH-371	WASH - COUNTER TOP/STOVE	01	WASH-372	WASH-372
WASH-373	WASH - COUNTER TOP/STOVE	01	WASH-374	WASH-374
WASH-375	WASH - COUNTER TOP/STOVE	01	WASH-376	WASH-376
WASH-377	WASH - COUNTER TOP/STOVE	01	WASH-378	WASH-378
WASH-379	WASH - COUNTER TOP/STOVE	01	WASH-380	WASH-380
WASH-381	WASH - COUNTER TOP/STOVE	01	WASH-382	WASH-382
WASH-383	WASH - COUNTER TOP/STOVE	01	WASH-384	WASH-384
WASH-385	WASH - COUNTER TOP/STOVE	01	WASH-386	WASH-386
WASH-387	WASH - COUNTER TOP/STOVE	01	WASH-388	WASH-388
WASH-389	WASH - COUNTER TOP/STOVE	01	WASH-390	WASH-390
WASH-391	WASH - COUNTER TOP/STOVE	01	WASH-392	WASH-392
WASH-393	WASH - COUNTER TOP/STOVE	01	WASH-394	WASH-394
WASH-395	WASH - COUNTER TOP/STOVE	01	WASH-396	WASH-396
WASH-397	WASH - COUNTER TOP/STOVE	01	WASH-398	WASH-398
WASH-399	WASH - COUNTER TOP/STOVE	01	WASH-400	WASH-400
WASH-401	WASH - COUNTER TOP/STOVE	01	WASH-402	WASH-402
WASH-403	WASH - COUNTER TOP/STOVE	01	WASH-404	WASH-404
WASH-405	WASH - COUNTER TOP/STOVE	01	WASH-406	WASH-406
WASH-407	WASH - COUNTER TOP/STOVE	01	WASH-408	WASH-408
WASH-409	WASH - COUNTER TOP/STOVE	01	WASH-410	WASH-410
WASH-411	WASH - COUNTER TOP/STOVE	01	WASH-412	WASH-412
WASH-413	WASH - COUNTER TOP/STOVE	01	WASH-414	WASH-414
WASH-415	WASH - COUNTER TOP/STOVE	01	WASH-416	WASH-416
WASH-417	WASH - COUNTER TOP/STOVE	01	WASH-418	WASH-418
WASH-419	WASH - COUNTER TOP/STOVE	01	WASH-420	WASH-420
WASH-421	WASH - COUNTER TOP/STOVE	01	WASH-422	WASH-422
WASH-423	WASH - COUNTER TOP/STOVE	01	WASH-424	WASH-424
WASH-425	WASH - COUNTER TOP/STOVE	01	WASH-426	WASH-426
WASH-427	WASH - COUNTER TOP/STOVE	01	WASH-428	WASH-428
WASH-429	W			

GENERAL FF&E NOTES

1. FURNITURE IS PROVIDED BY OTHERS AND SHOWN FOR COORDINATION PURPOSES ONLY. VERIFY FINAL PLACEMENT WITH OWNER. REFER TO FURNITURE / EQUIPMENT SCHEDULES FOR PROCUREMENT / INSTALLATION RESPONSIBILITIES.
2. PRINTERS, COMPUTERS, KEYBOARDS, AND MICE ARE NOT SHOWN FOR COORDINATION PURPOSES ONLY. VERIFY FINAL PLACEMENT WITH OWNER.
3. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING COMMUNICATIONS CABLE INTO SYSTEMS FURNITURE AND POWER CONNECTIONS BETWEEN THE BUILDING POWER AND FURNITURE. THE CONTRACTOR SHALL COORDINATE WIRING OF POWERED TABLES WITH FURNITURE DEALER AND TABLES SHALL BE IN WORKING CONDITION WITH WIRE MANAGEMENT ADEQUATELY CONCEALED.
4. REFER TO ELECTRICAL SHEET SERIES FOR FURNITURE POWER / DATA CONNECTION LOCATIONS.
5. REFER TO AN DRAWINGS FOR FURTHER INFORMATION ON MONITORS.

GENERAL SIGNAGE NOTES

- [illegible]

FURNISHED / INSTALLED LEGEND

- | | |
|-----|--|
| CFI | CONTRACTOR FURNISHED, CONTRACTOR INSTALLED |
| OFO | OWNER FURNISHED, OWNER INSTALLED |
| OFC | OWNER FURNISHED, CONTRACTOR INSTALLED |

Lakeville FiRST Center
7777 214TH STREET W
LAKEVILLE, MN 55044



City of Lakeville

20195 HOLYOKE AVE
LAKEVILLE, MN 55044



730 SECOND AVE SOUTH, SUITE 1300
MINNEAPOLIS, MN 55402-2455
T: 612.338.8741



CIVIL ENGINEERING
FLAN DESIGN LTD

ELAN DESIGN LAB
310 4TH AVENUE SOUTH, SUITE 200
MINNEAPOLIS, MN 55401
T: 612.260.7980

ACUSTICS, AUDIOVISUAL & TECHNOLOGY
CMAA

1220 NORTH FILLMORE STREET, SUITE 360
ARLINGTON, VA 22201
T: 703.243.6301

KEY PLAN



REVISIONS

[illegible]

FILE LOG

Activity	Qty
Manage	75
Design	100
Draw	100
Check	150

Certified Interior Designer

I hereby certify that this plan, specification, or report was prepared by me or under direct supervision and that I am a duly Certified Interior Designer under the laws of the state of Minnesota.

Signature: _____
 Typed or Printed Name: VIRGINIA PAPPAS
 Date: 12/30/24 Certificate Number: C02147

Project No. 023-10591-000
DECEMBER 13, 2024

FF&E AND SIGNAGE PLAN LEVEL 1 -
WAREHOUSE

IF101C



Date: 3/3/2025

Kenrick Corner Second Addition Final Plat

Proposed Action

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

Overview

Mesenbrink Construction has requested approval of a final plat for one commercial lot to be known as Kenrick Corner Second Addition. The property to be platted is located east of Kenrick Avenue and north of 205th Street. A 9,600 square foot building planned for two commercial spaces is proposed to be constructed on the site. The property is zoned C-3, General Commercial District and the proposed retail space and wellness/rehab facility are both permitted uses. A stormwater maintenance agreement (SMA) is required for an environmental structure that will provide pretreatment prior to stormwater entering the public stormwater basin to ensure proper maintenance. The City Council approved the preliminary plat and easement vacation at their January 21, 2025 meeting. The final plat has been reviewed by Engineering and Parks and Recreation staff.

The Developer has not been able to sign the development contract and stormwater maintenance agreement as of yet, but Staff requests approval of the final plat in the interim. Approval of the final plat is subject to City Council approval of the development contract and stormwater maintenance agreement prior to recording.

Supporting Information

1. Final Plat Resolution
2. December 13, 2024 Planning and Engineering reports

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT OF KENRICK CORNER SECOND
ADDITION**

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

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **KENRICK CORNER SECOND ADDITION** final plat is approved subject City Council approval of the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
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 3rd day of March 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ 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 **3rd** day of **March 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: December 13, 2024
Subject: Packet Material for the January 9, 2025 Planning Commission Meeting

Agenda

- Item:** Kenrick Corner Second Addition
1. Preliminary and final plat of one commercial lot to be known as Kenrick Corner Second Addition
 2. Vacation of drainage and utility easements

BACKGROUND

Applications for preliminary and final plat and the vacation of the drainage and utility easement have been submitted by Mesenbrink Construction for the development of a 1.61 acre parcel to be known as Kenrick Corner Second Addition. The proposal includes development of a 9,600 square foot single story building and is platting Outlot A, Kenrick Corner Second Addition. The subject property is the last developable commercial lot within the Kenrick Corner development.

The plans have been reviewed by the Engineering Division and Parks and Recreation Department.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Final Plat
- E. Easement Vacation
- F. Site Dimension Plan
- G. Grading, Drainage, & Erosion Control Plan
- H. Utility Plan
- I. Tree Preservation Plan

- J. Landscape Plan
- K. Photometric Plan
- L. Building Elevations (3)
- M. Floor Plans (2)

STAFF ANALYSIS

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The subject property is guided Commercial in the 2040 Comprehensive Land Use Plan and is in Planning District No. 6. The proposed commercial uses of the property are consistent with the 2040 Land Use Plan and District 6 recommendations.

Zoning. The property is zoned C-3, General Commercial District, in which retail and medical offices are permitted uses.

Surrounding Land Uses and Zoning:

North – Attached townhomes (RM-2)

South – Porterhouse Restaurant (C-3)

East – Stormwater pond (P-OS), attached townhomes (RM-2)

West – Kenrick Avenue, Interstate 35 (ROW)

Lots/Blocks. The Kenrick Corner Second Addition preliminary and final plat consists of one lot of 1.61 acres. The proposed lot exceeds the minimum required lot area of 20,000 square feet and minimum required lot width of 100 feet.

Grading, Drainage, Erosion Control and Utilities. Proposed grading, drainage, erosion control, and utility plans for Kenrick Corner Second Addition are shown on the grading, drainage, and erosion control and utility plans. All existing and new local utilities shall be placed underground.

Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated December 13, 2024. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the Kenrick Corner Second Addition preliminary and final plat and easement vacation, subject to the comments outlined in the engineering report.

Access/Streets. All public streets adjacent to Kenrick Corner Second Addition are constructed. No additional right of way dedication or street construction is required. Two driveways are proposed via the private drive to serve each parking area. A shared access easement is in place for access to this plat and the two existing parcels from the existing shared drive. Direct access to Kenrick Avenue is not permitted.

Wetlands. There are no wetlands on the site.

Tree Preservation. Sixty-seven trees were identified on the tree preservation plan and 13 are proposed to be removed. The site will retain 54 trees, primarily located along the north side of the property, which provide a buffer to the townhomes to the north.

Park Dedication. The Park Dedication has not been paid on the parent parcel. The park dedication fee of \$15,257.97 must be paid with the final plat.

Overhead Utilities. The existing overhead utilities along Kenrick Avenue must be buried in conjunction with the final plat. See the December 13, 2024 Engineering memo for additional information.

Public Easement Vacation. The existing outlot a drainage and utility easement along the south property line. As the property is being platted as a lot, a public hearing for the vacation of the drainage and utility easements is required. New easements will be provided as shown on the proposed preliminary and final plat.

SITE PLAN REVIEW

The site plan proposes a 9,600 square foot, single story commercial building with parking lots on side of the building to serve each use, each accessing the private drive along the south side of the parcel. There will be no direct access to the west parking lot from Kenrick Avenue.

Building Setbacks. The C-3, General Commercial District requires the following setback requirements:

	Front Yard	Side Yard	Side Yard (adj. to residential)	Rear Yard
Minimum	30 feet	10 feet	30 feet	10 feet
Proposed	80+ feet	30+ feet	37+ feet	250+ feet

Building Design. The building is proposed to have 3,600 square feet of retail space and 6,000 square feet of space for a wellness/rehab facility. The retail portion will have an entrance facing the west parking lot, with a door for deliveries around the corner on the north side of the building. The rehab/wellness facility will have two entrances, one on the east side at the parking lot and another on the south side of the building, both of which are accessible by a sidewalk from the parking lot. Windows are included on all elevations, though the retail portion of the building does not have north-facing windows.

The exterior of the building is primarily black brick (54%) with windows (11%), black metal panel (28%), and wood and architectural metal accents (7%), consistent with the requirements for the C-3, General Commercial District. Overall, the building will have 65% Grade A materials, 28% Grade B material, and 7% Grade C material, in compliance with Zoning Ordinance requirements.

The architectural design of the proposed building is similar to the existing commercial buildings adjacent to the site, with the brick exterior from grade level at or past the top of the windows then topped with a band of different material.

Parking. The site proposes two parking lots, one at each end of the building. Based on the building's size and the uses proposed, 43 parking spaces are required to be provided. The west parking lot has 13 spaces while the east parking lot has 30 spaces. The number and design of the parking spaces for each lot and drive aisles meets the requirements of the Zoning Ordinance.

Landscaping. Landscaping on the site includes foundation plantings along the building's south side, parking lot screening, and general site trees on the site and within the buffer. The plantings along the west side of the west parking lot and the south side of the east parking lot are in place to minimize headlights shining onto Kenrick Avenue and onto the private drive from 205th Street. Eight coniferous trees will be added to the landscaped berm to provide additional screening to the site from the townhomes to the north. All landscaped areas are required to be irrigated. The City Forester has reviewed and approved the landscape plan. A security will be required with the final plat to guarantee installation of the approved landscaping.

Retaining Wall. A retaining wall is proposed along the north side of the west parking lot, which allows the existing landscape berm to remain in place and facilitate construction of the parking lot. The maximum height of the wall is 2.5 feet. See the December 13, 2024 Engineering report for more information.

Trash Enclosure. The plans do not indicate how trash will be handled on site. If trash will be kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. The plans must be updated prior to City Council consideration to reflect this information if a trash enclosure will be used.

Sight Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along the Kenrick Avenue right-of-way and the north property line adjacent to residential-zoned property. Lighting is proposed on the building near the handicap accessible spaces, while the west parking lot will have one light pole and the east parking lot will have two light poles. The light pole height of 25 feet meets the ordinance requirements for height and the fixture style is a downcast LED light.

Signs. This site is within the Freeway Corridor District, which permits larger wall and freestanding signs. Wall signs shown on the building elevations are illustrative only. A location for a monument sign has not been indicated on the plans, but one would be permitted for the site. Sign permits must be issued prior to the installation of signs on the site.

Mechanical Equipment. At this time, the plans do not indicate whether any mechanical equipment will be located on the ground or placed on the roof. If located on the ground, the equipment must be screened, which is typically done with landscaping. If the equipment is roof

mounted, it must be screened from view noise unless it is less than three (3) feet in height. Screening materials must be aesthetically harmonious and compatible with the building.

RECOMMENDATION

Community Development Department staff recommends approval of the Kenrick Corner Second Addition preliminary and final plat and vacation of drainage and utility, easements subject to the following stipulations.

1. The recommendations listed in the December 13, 2024 engineering report.
2. The site and building shall be developed in accordance with the plans approved by the City Council.
3. Landscaping shall be installed consistent with the approved landscape plan. A security shall be submitted with the development contract to guarantee installation of the approved landscaping.
4. The park dedication fee of \$15,257.97 must be paid with the final plat.
5. If exterior mechanical equipment is to be placed on the site, it must be screened from view with landscaping and fencing if ground mounted or with fencing if roof mounted and over three feet in height.
6. If trash will be kept outside of the building, a trash enclosure must be shown on the plans and in compliance with the requirements of Section 11-18-11. The plans must be updated to reflect this information prior to City Council consideration.

I-35

207TH ST

KENRICK AVE

Plat area

205TH ST

KENRICK AVE

N

City of Lakeville
Location Map
Kenrick Corner
Second Addition
Preliminary Plat

EXHIBIT A

I-35

RM-2

207TH ST

KENRICK AVE

RM-2

Plat area

C-3

C-3

205TH ST

P/OS

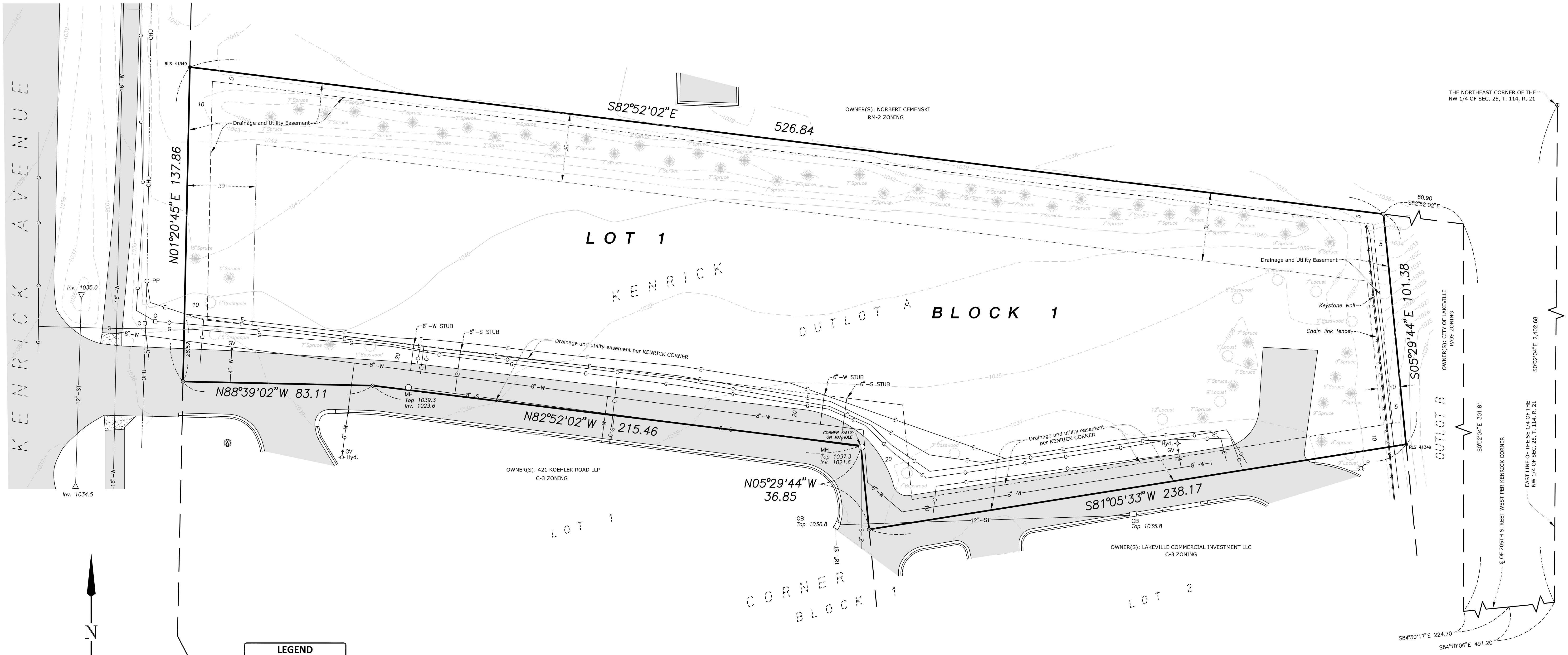
C-3

C-3

City of Lakeville
Zoning Map
Kenrick Corner
Second Addition
Preliminary Plat

EXHIBIT B

Preliminary Plat of:
KENRICK CORNER SECOND ADDITION



LEGEND

- Iron Monument Found
- Iron Monument Set
- ⊗ Mag Nail Set
- ⊙ Dakota County Cast Iron Monument
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. ⚡ Hydrant
- GV • Gate Valve
- MH ○ Manhole
- CB □ Catch Basin
- ▷ Flared End
- Inv. Invert Elevation
- ⊕ Water Well
- PP ○ Power Pole
- LP ⚡ Light Pole
- Communications Pedestal
- Concrete Surface
- Bituminous Surface
- G — Buried Gas
- C — Buried Communications
- E — Buried Electric
- OHU — Overhead Utility
- Setback Line

DEVELOPER

Mesenbrink Construction & Engineering, Inc.
7765 East 175th Street
Prior Lake, Minnesota 55372
Phone: 952-447-5058
Attention: John Mesenbrink

SURVEYOR/ENGINEER

Rehder & Associates, Inc.
3440 Federal Drive
Suite 110
Eagan, MN 55122
Phone: 651-452-5051
Attention: Matthew Thiel

PROPERTY DESCRIPTION

(Per Fidelity National Title Insurance Company Title Commitment, Commitment No. 24-1979, dated May 27, 2024)

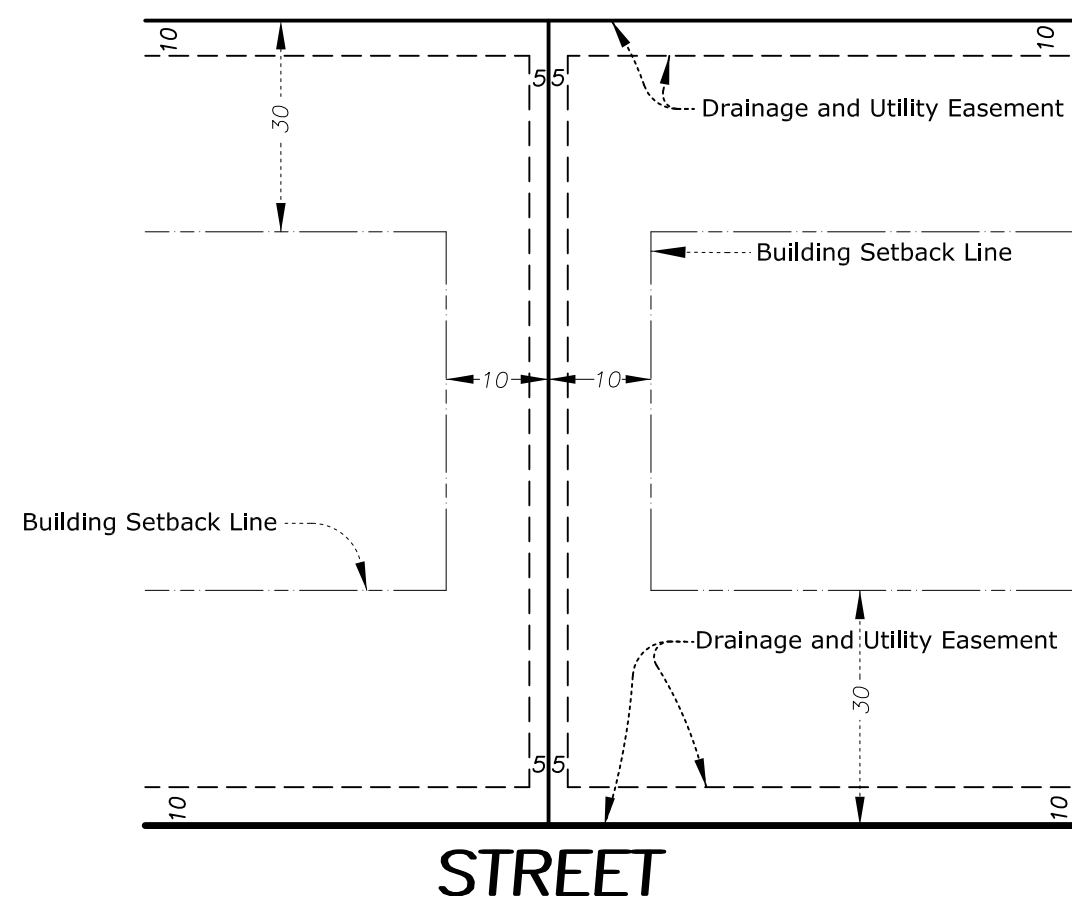
Outlot A, Kenrick Corner, Dakota County, Minnesota.

Torrens Property - Certificate of Title No. 160297.

SURVEYOR'S NOTES

- Orientation of the bearing system used for this preliminary plat is based on the plat of KENRICK CORNER.
- Area: 69,956 square feet or 1.61 acres.
- Zoning: C-3, General Commercial District.

Building Setbacks and Drainage and Utility Easements are shown thus unless otherwise shown:



CERTIFICATION

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 30th day of July, 2024
REHDER & ASSOCIATES, INC.

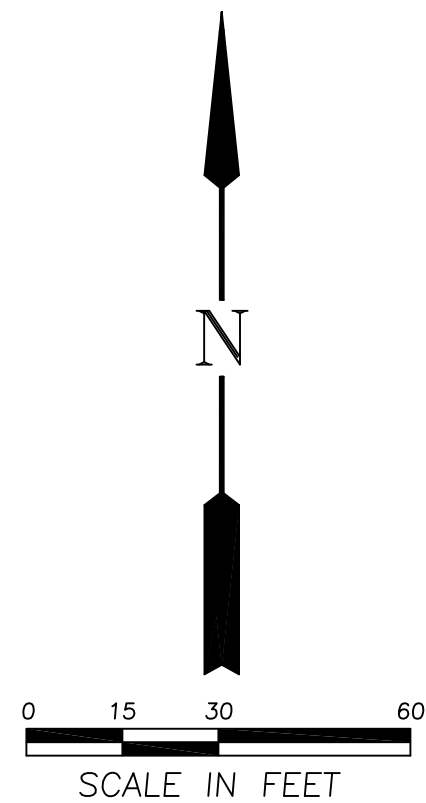
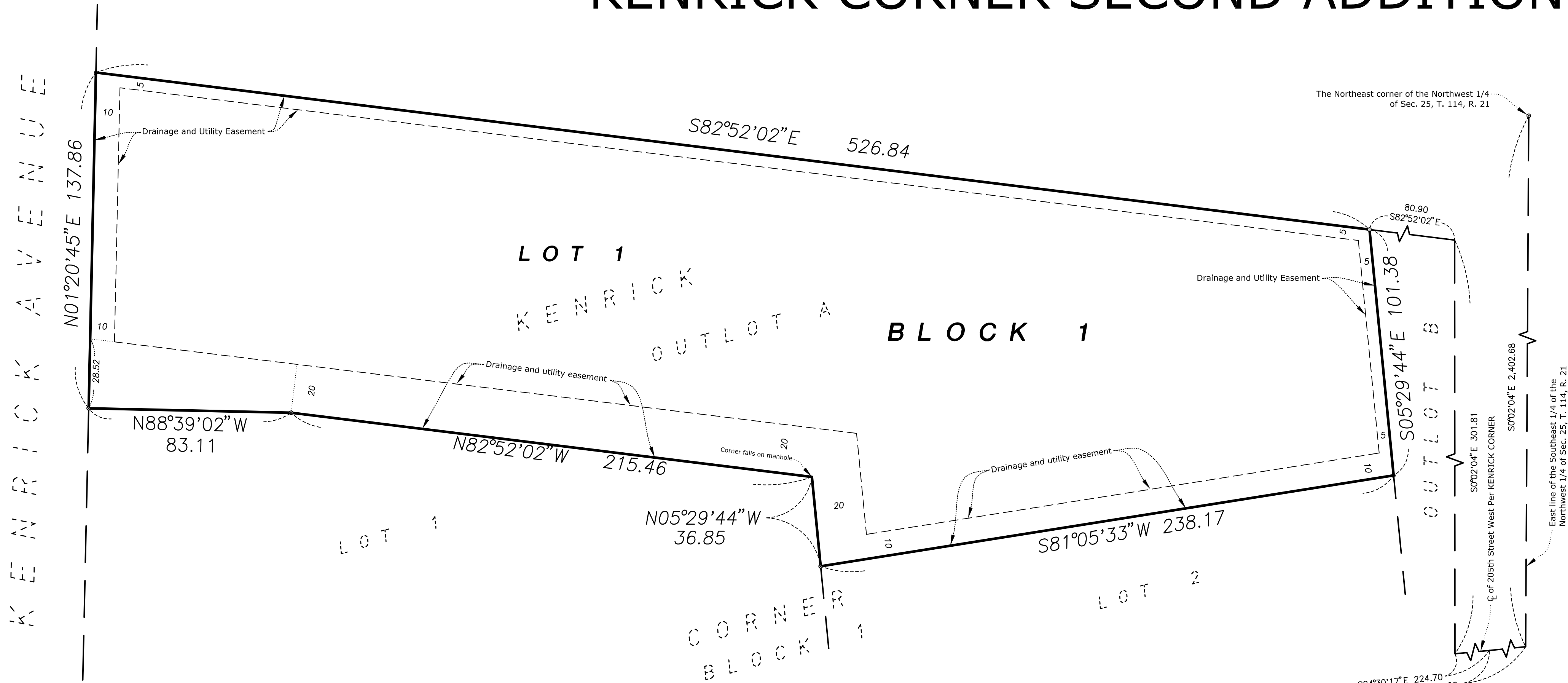
Gary C. Huber
Gary C. Huber, Land Surveyor
Minnesota License No. 22036

EXHIBIT C

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

KENRICK CORNER SECOND ADDITION



Bearings are based on the North line of Outlot A, KENRICK CORNER having a bearing of S82°52'02"E.

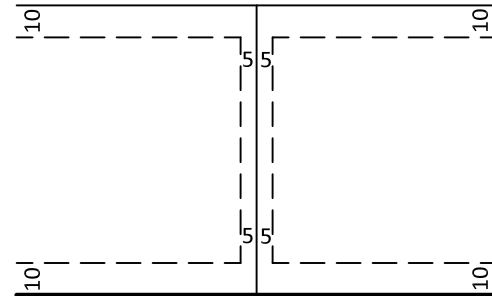
○ Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036.

⊗ Denotes Magnetic Nail Set

● Denotes found 1/2 inch iron pipe unless otherwise shown.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining all side lot lines unless otherwise shown, and being 10 feet in width and adjoining all street lines and rear lot lines unless otherwise shown.

KNOW ALL PERSONS BY THESE PRESENTS: That Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, owners of the following described property:

Outlot A, KENRICK CORNER, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as KENRICK CORNER SECOND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, has caused these presents to be signed by its partner this ____ day of _____, 2024.

Mesenbrink Construction & Engineering, Inc.

By _____
John E. Mesenbrink, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by John E. Mesenbrink, President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Gary C. Huber 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 _____, 2024.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

COUNTY OF DAKOTA
STATE OF MINNESOTA

This instrument was acknowledged before me on _____, 2024, by Gary C. Huber.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Lakeville, Minnesota, this ____ day of _____, 2024, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2024.

Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board

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 2024 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 _____, 2024.

Amy A. Koethe
Director Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

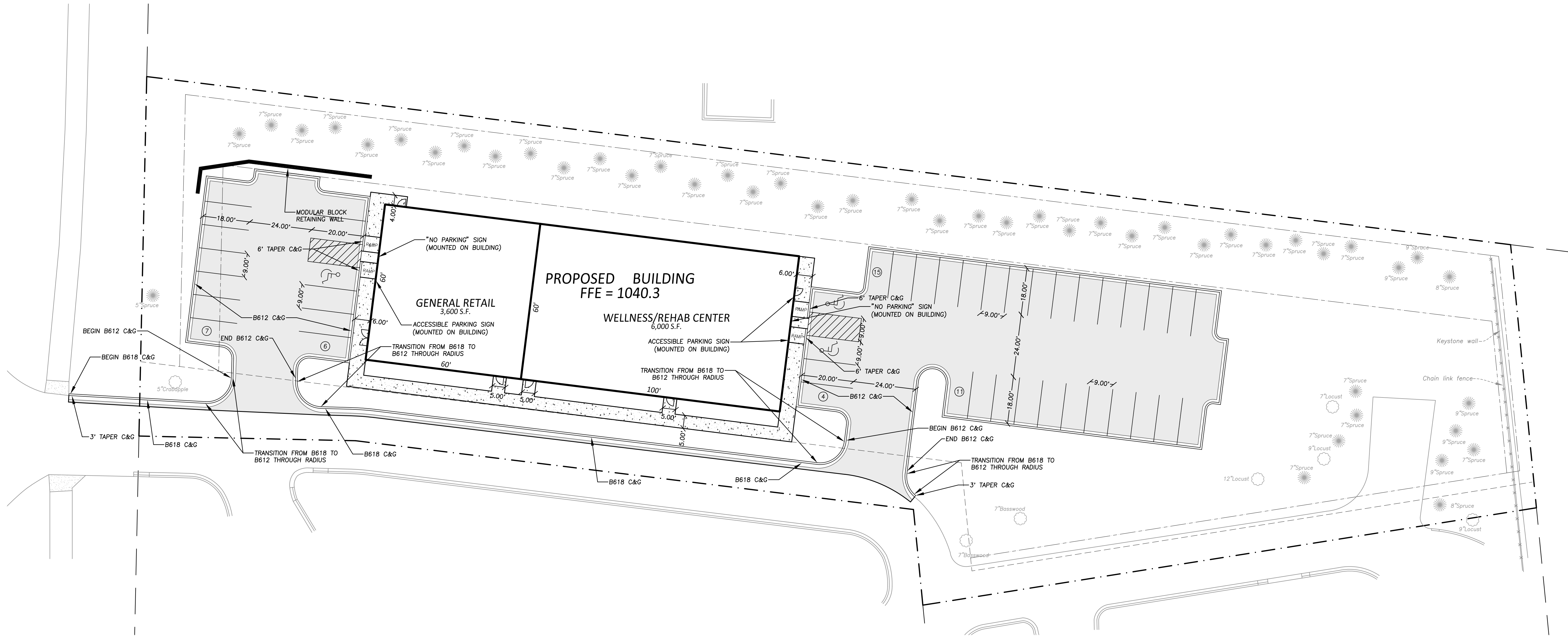
I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2024 at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
County Recorder



Vicinity Map
Section 25, Township 114, Range 21
No Scale

EXHIBIT D



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

PARKING STALLS REQUIRED

BUILDING USE	BUILDING AREA	10% BLDG REDUCTION	STALL REQUIREMENT	STALLS REQUIRED
GENERAL RETAIL	3,600 S.F.	3,240 S.F.	1 STALL/200 S.F.	16 STALLS
WELLNESS/REHAB CENTER (MEDICAL)	6,000 S.F.	5,400 S.F.	1 STALL/200 S.F.	27 STALLS
TOTAL STALLS REQUIRED:				43 STALLS

PARKING STALLS PROVIDED

STANDARD STALLS	ACCESSIBLE STALLS	TOTAL
40	3	43

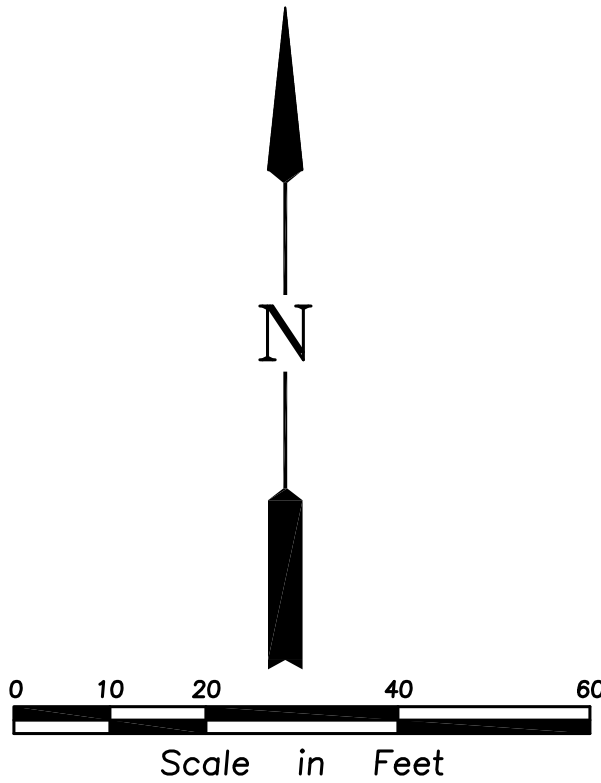
SITE SUMMARY

SITE AREA = 1.61 ACRES
DISTURBED AREA = 0.97 ACRES
EXISTING IMPERVIOUS AREA = 0.16 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.77 ACRES
NEW & RECONSTRUCTED IMPERVIOUS AREA = 0.62 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS

EXHIBIT F

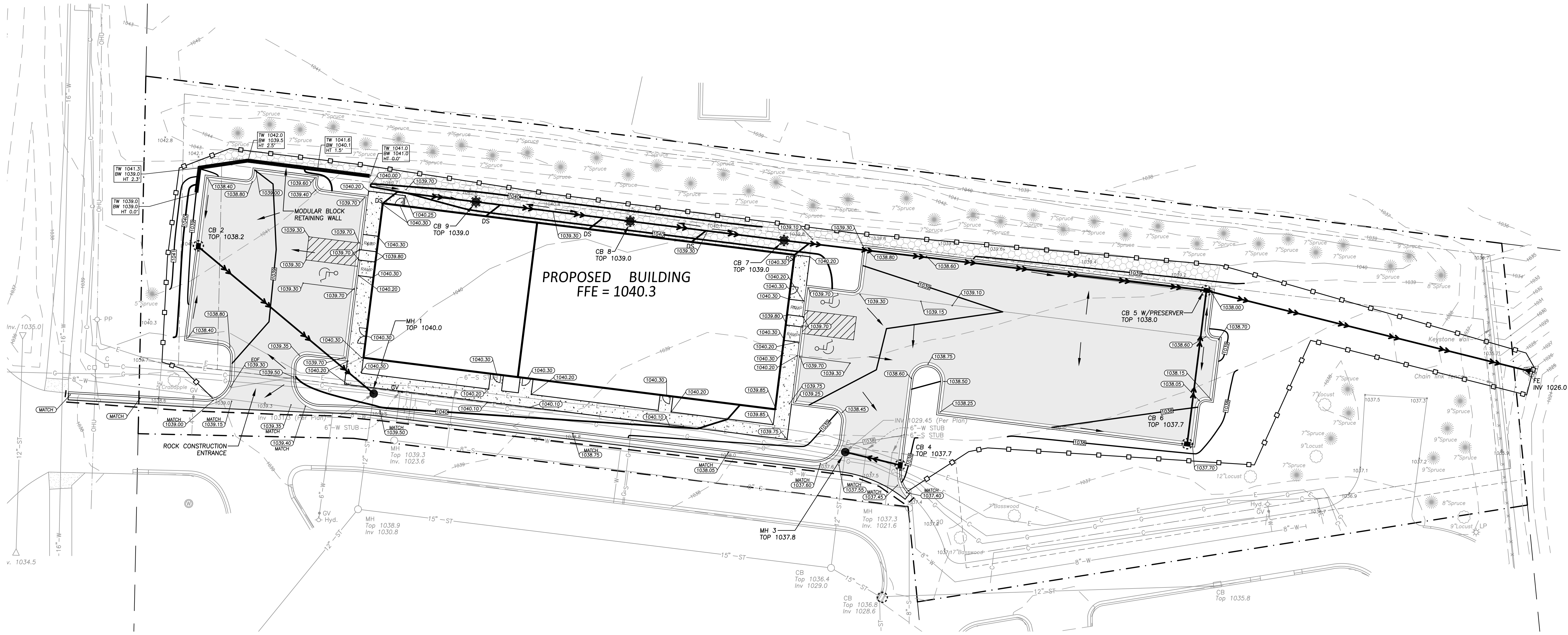


SITE DIMENSION PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C2

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

7-24-24	Issued
9-15-24	CITY SUBMITTAL
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS



EROSION PREVENTION & SEDIMENT CONTROL BMP'S

ITEM	QUANTITY
SILT FENCE	975 L.F.
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"-2" WASHED ROCK
INLET PROTECTION (PRE-CASTING)	7 DEVICES
INLET PROTECTION (POST-CASTING)	8 DEVICES
EROSION CONTROL BLANKET (CAT. 20)	390 S.Y.
SEDIMENT LOGS	350 L.F.

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

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- NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
- VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

- All elevations shown are to final surfaces.
- Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

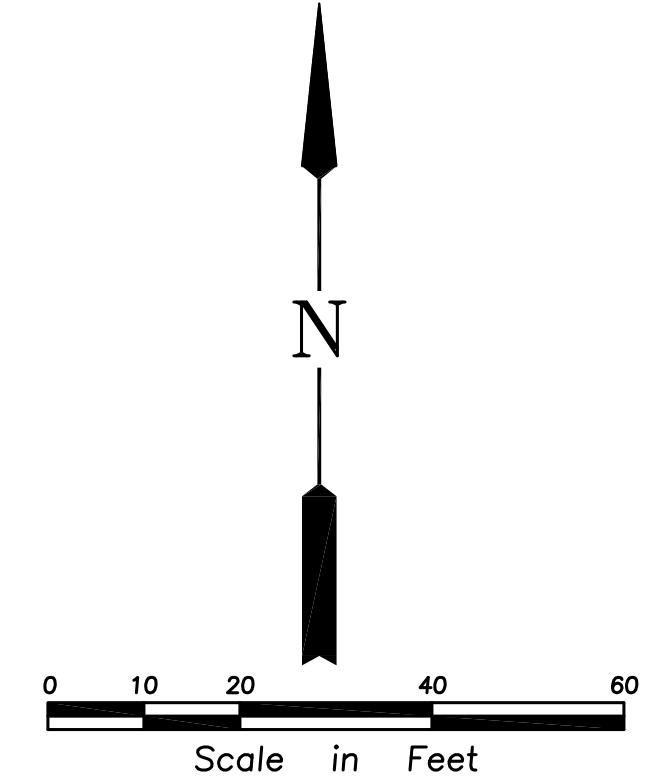
- Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.
- Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
- All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- Winter temporary turf establishment shall be MNDOT Seed Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- All disturbed areas shall be restored with commercial turf establishment, MNDOT seed Mixture 25-131 @ 220 lbs/acre, fertilizer shall be 10-10-10(NPK) commercial grade, and mulch shall be MNDOT Type 1.

NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST
DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

LEGEND

- | | | | |
|-----------|--|----------|------------------------------------|
| ● ■ | PROPOSED MANHOLE/CATCH BASIN | --- | BOUNDARY/ROW/BLOCK LINE |
| • | PROPOSED CLEANOUT | - - - - | EASEMENT |
| ◆ | PROPOSED HYDRANT | - - - - | BUILDING/PARKING SETBACK LINE |
| + | PROPOSED GATE VALVE | ⊙ | SOIL BORING |
| ◀ | PROPOSED FLARED END | → | DRAINAGE ARROW |
| → | PROPOSED STORM SEWER | W | EXISTING WATERMAIN |
| ■ | PROPOSED CONCRETE | S | EXISTING SANITARY SEWER |
| ■ | PROPOSED BITUMINOUS | ST | EXISTING STORM SEWER |
| —0000— | PROPOSED CONTOUR | G | EXISTING BURIED GAS LINE |
| • 0023.54 | PROPOSED ELEVATION | E | EXISTING BURIED ELECTRIC LINE |
| — | SILT FENCE | C | EXISTING BURIED COMMUNICATION LINE |
| — | BIO-LOGS | OHU | EXISTING OVERHEAD UTILITY LINE |
| ⊙ | INLET PROTECTION DEVICE | —980— | EXISTING CONTOUR |
| ■ | PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885) | x 995.50 | EXISTING ELEVATION |

EXHIBIT G



REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Dr., Suite 110
Twin Falls, ID 83401
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

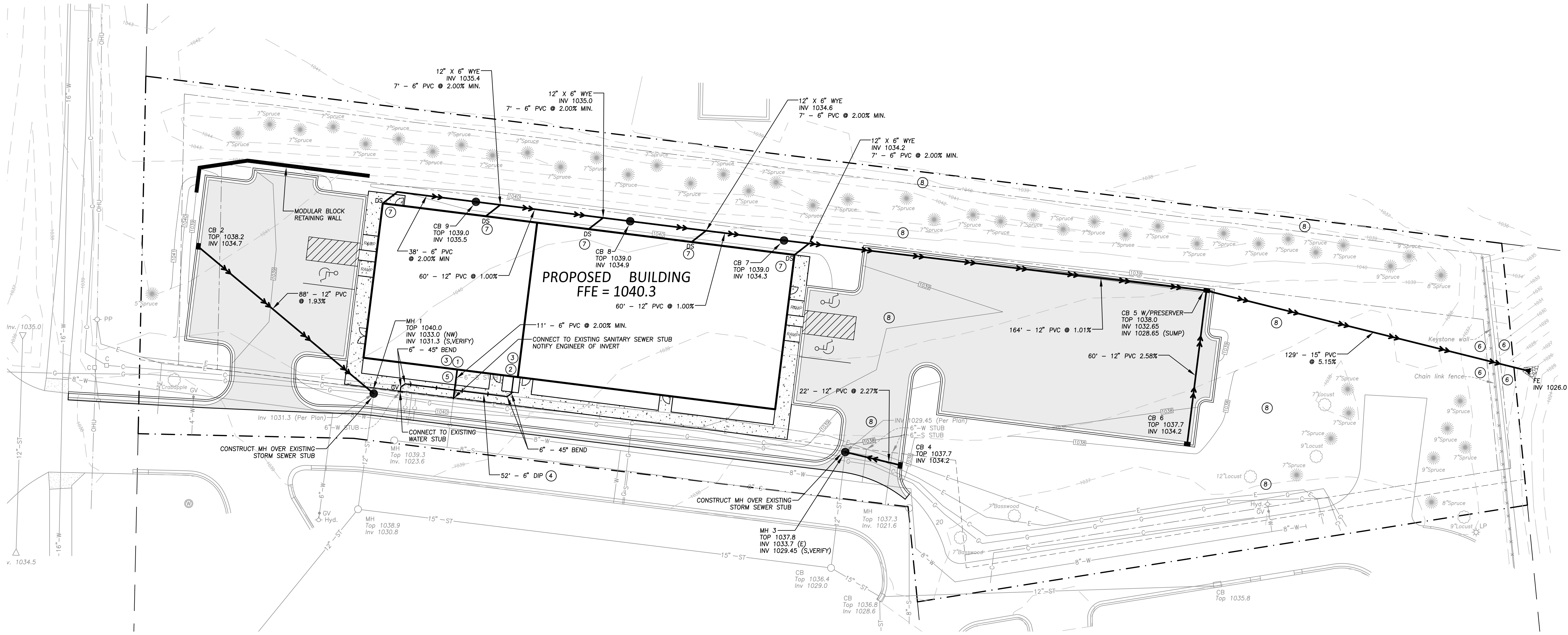
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes
Name: Benjamin J. Quaes Date: 11-1-24
Reg. No.: 59732

Issued	7-24-24
CITY SUBMITTAL	
CITY COMMENTS	
ADDRESS CITY COMMENTS	
ADDRESS CITY STORMWATER COMMENTS	
10-25-24	
11-1-24	

GRADING, DRAINAGE & EROSION CONTROL PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C3



GOPHER STATE ONE CALL

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TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

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2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
CB 2	24" X 36"	R-3067V
MH 3	48"	R-1642B
CB 4	24" X 36"	R-3067V
CB 5	60"	R-3067V
CB 6	24" X 36"	R-3067V
CB 7	48"	R-4342
CB 8	27"	R-4342
CB 9	27"	R-4342

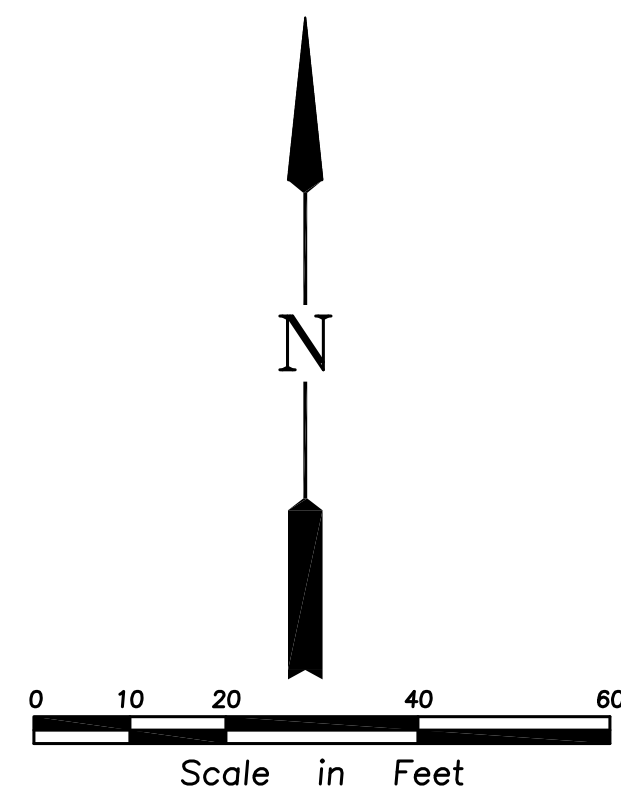
UTILITY NOTES

- ① - All sewer services to extend to a point 5' from proposed building.
- ② - Bring water main into proposed building and cap at the floor.
- ③ - Verify all service locations and inverts with mechanical engineer before construction.
- ④ - All watermain to have a minimum of 7.5' of cover.
- ⑤ - Maintain a minimum of 18" vertical separation between watermain & sewer.
- ⑥ - Replace retaining wall after installation of storm sewer. Match existing wall type.
- ⑦ - Connect to downspout per detail 11/CS
- ⑧ - City of Lakeville GIS indicates the possibility of water services for townhouses to the north. The Contractor shall notify the Engineer if any additional services not depicted are found in the field.

LEGEND

● ■	PROPOSED MANHOLE/CATCH BASIN	— · —	BOUNDARY/ROW/BLOCK LINE
•	PROPOSED CLEANOUT	- - - -	EASEMENT
◆	PROPOSED HYDRANT	- - - -	BUILDING/PARKING SETBACK LINE
+	PROPOSED GATE VALVE	— W —	EXISTING WATERMAIN
◀	PROPOSED FLARED END	— S —	EXISTING SANITARY SEWER
→ →	PROPOSED STORM SEWER	— ST —	EXISTING STORM SEWER
→ →	PROPOSED SANITARY SEWER	— G —	EXISTING BURIED GAS LINE
— + —	PROPOSED WATERMAIN	— E —	EXISTING BURIED ELECTRIC LINE
□	PROPOSED CONCRETE	— C —	EXISTING BURIED COMMUNICATION LINE
■	PROPOSED BITUMINOUS	— OHU —	EXISTING OVERHEAD UTILITY LINE
		— 980 —	EXISTING CONTOUR
		x 995.50	EXISTING ELEVATION

EXHIBIT H



Issued

7-24-24	CITY SUBMITTAL
9-15-24	ADDRESS CITY COMMENTS
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS

UTILITY PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

C4

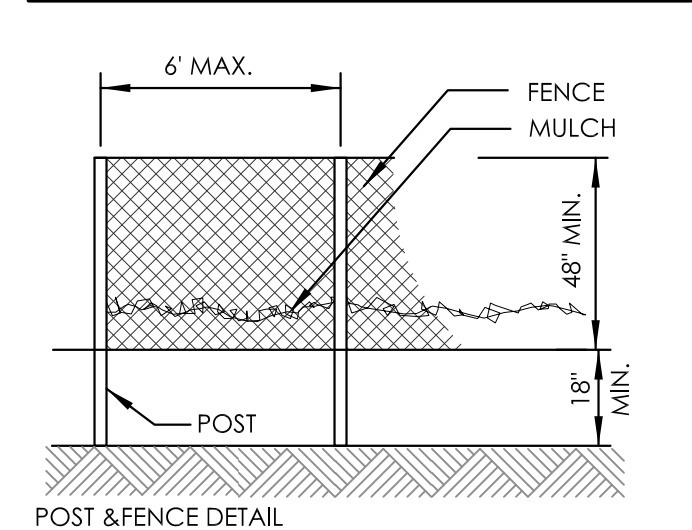
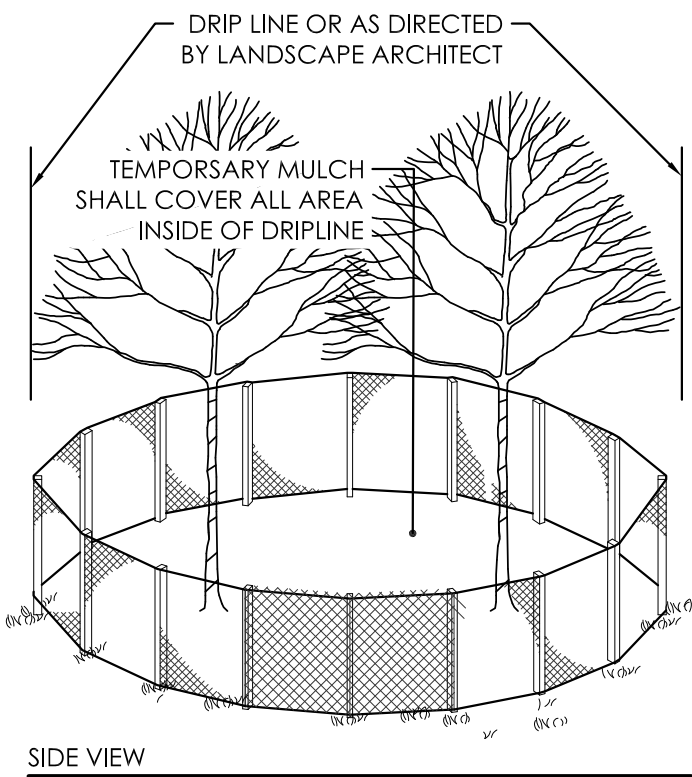
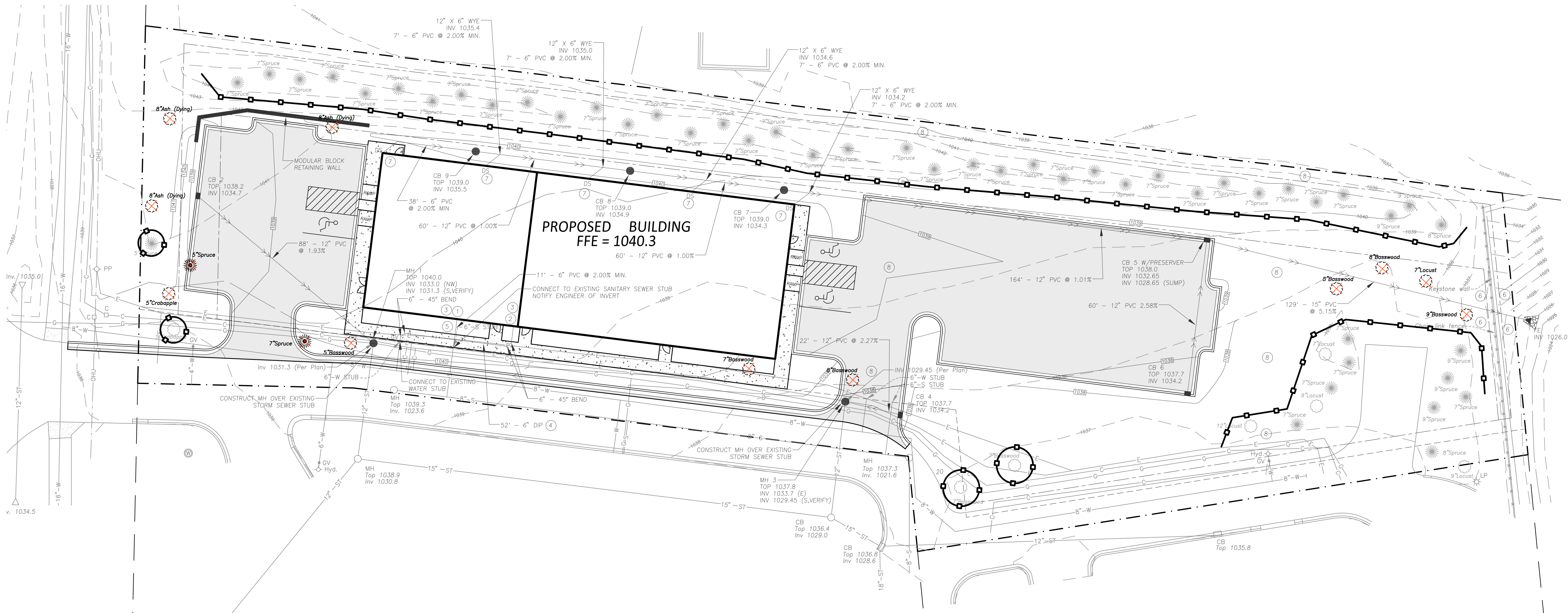
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

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& ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Lakeville, MN 55014
Telephone 651-452-5051
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NOTES:
1. THE FENCE SHALL BE LOCATED AT THE DRIP LINE OF THE TREE TO BE SAVED AND IN NO CASE CLOSER THAN 5 FEET TO THE TRUNK OF ANY TREE.
2. FENCE POSTS SHALL BE WITHER STANDARD STEEL POSTS OR WOOD POSTS A MINIMUM CROSS SECTIONAL AREA OF 3.0 SQ. IN.
3. THE FENCE MAY BE EITHER A 48\"/>

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MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:
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TREE INVENTORY											
TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN	TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN
1132	8	SPRUCE	YES		X	1197	9	SPRUCE	YES		X
1149	7	BASSWOOD	YES		X	1198	7	LOCUST	YES		X
1150	7	BASSWOOD	YES		X	1203	8	SPRUCE	YES		X
1151	12	LOCUST	YES		X	1204	9	SPRUCE	YES		X
1152	7	SPRUCE	YES		X	1205	9	SPRUCE	YES		X
1158	7	SPRUCE	YES		X	1206	7	SPRUCE	YES		X
1159	7	SPRUCE	YES		X	1207	7	SPRUCE	YES		X
1160	7	SPRUCE	YES		X	1208	7	SPRUCE	YES		X
1161	7	SPRUCE	YES		X	1209	7	SPRUCE	YES		X
1162	7	SPRUCE	YES		X	1210	7	SPRUCE	YES		X
1163	7	SPRUCE	YES		X	1211	7	SPRUCE	YES		X
1164	7	SPRUCE	YES		X	1212	7	SPRUCE	YES		X
1165	7	SPRUCE	YES		X	1213	7	SPRUCE	YES		X
1166	7	SPRUCE	YES		X	1214	7	SPRUCE	YES		X
1167	7	SPRUCE	YES		X	1215	7	SPRUCE	YES		X
1168	7	SPRUCE	YES		X	1216	7	SPRUCE	YES		X
1169	7	SPRUCE	YES		X	1217	7	SPRUCE	YES		X
1170	7	SPRUCE	YES		X	1218	7	SPRUCE	YES		X
1171	7	SPRUCE	YES		X	1219	7	SPRUCE	YES		X
1172	7	SPRUCE	YES		X	1220	7	SPRUCE	YES		X
1173	7	SPRUCE	YES		X	1221	7	SPRUCE	YES		X
1174	7	SPRUCE	YES		X	1222	7	SPRUCE	YES		X
1175	7	SPRUCE	YES		X	1223	5	BASSWOOD	NO	X	
1185	9	LOCUST	YES		X	1224	7	SPRUCE	YES	X	
1186	7	SPRUCE	YES		X	1225	5	CRABAPPLE	NO		X
1187	7	SPRUCE	YES		X	1226	5	CRABAPPLE	NO	X	
1188	7	SPRUCE	YES		X	1227	5	SPRUCE	NO		X
1189	8	BASSWOOD	YES	X		1228	5	SPRUCE	NO	X	
1190	8	BASSWOOD	YES	X		9001	8	ASH(DYING)	NO	X	
1191	9	LOCUST	YES	X		9002	8	ASH(DYING)	NO	X	
1192	9	BASSWOOD	YES	X		9003	8	ASH(DYING)	NO	X	
1193	9	SPRUCE	YES		X	9005	7	BASSWOOD	YES	X	
1194	9	SPRUCE	YES		X	9006	8	BASSWOOD	YES	X	
1196	7	SPRUCE	YES		X						

TREE PRESERVATION CALCULATIONS

TOTAL TREES ON SITE = 67 TREES
SIGNIFICANT TREES ON SITE = 59 TREES
PROPOSED TREE REMOVALS = 13 TREES
SIGNIFICANT TREE REMOVAL = 7 TREES

REPLACEMENT TREES REQUIRED = 14 TREES (SEE LANDSCAPE PLAN)

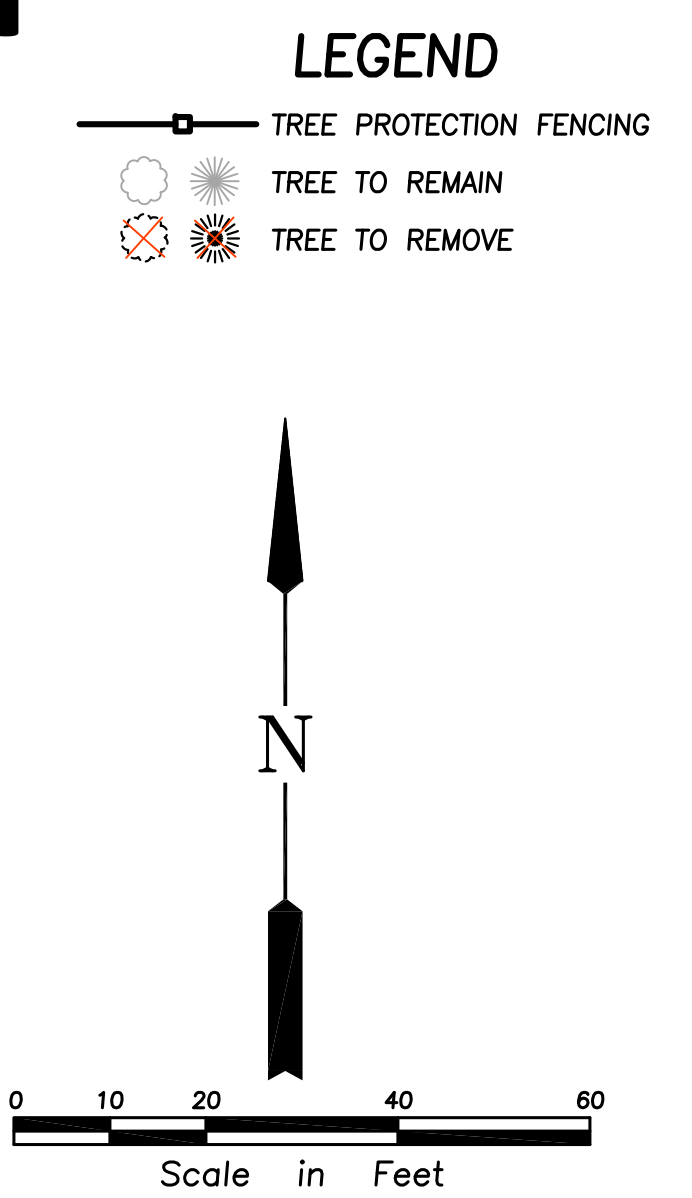
EXHIBIT I



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Jason Aune

Name Jason Aune Date 11-1-24
Reg. No. 42162



REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

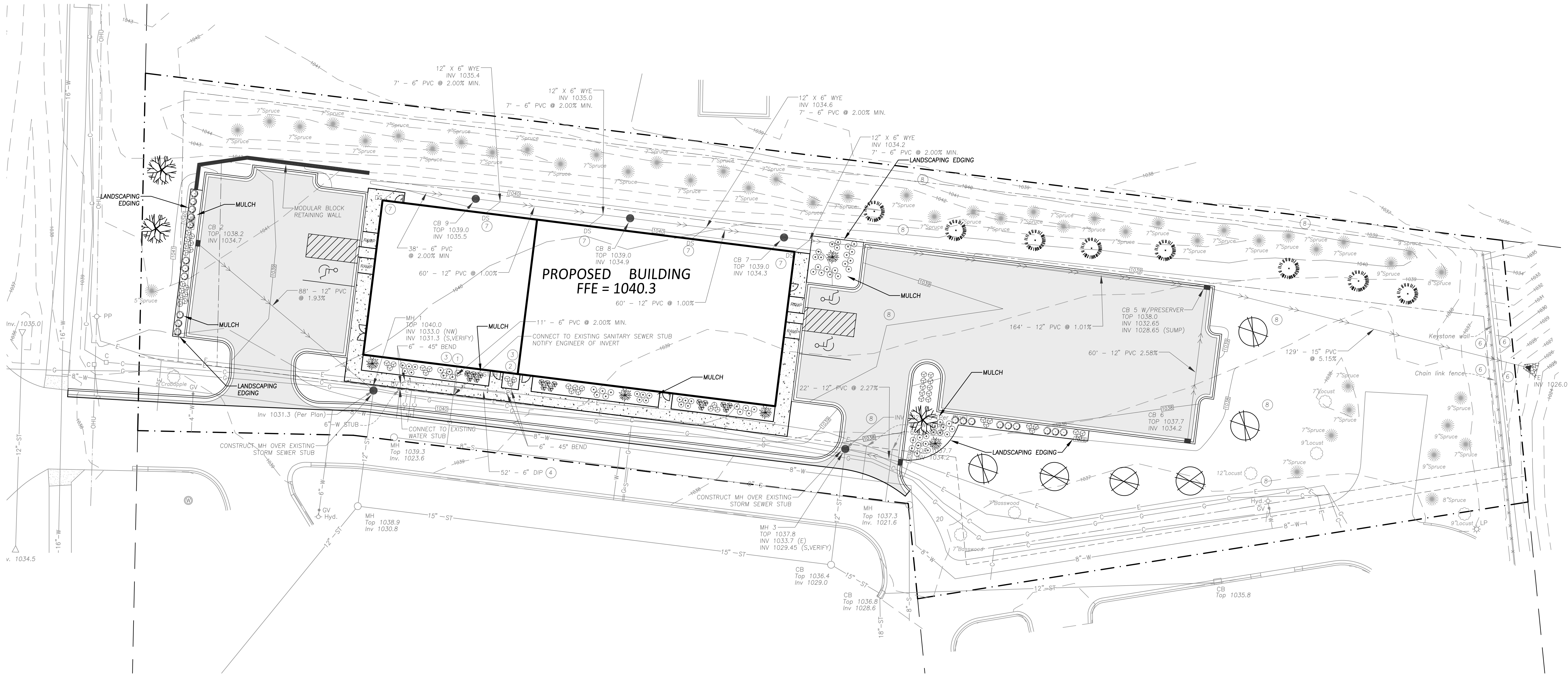
3440 Federal Drive, Suite 110
St. Paul, MN 55108
Telephone: 651-452-0501
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

9-13-24	Issued
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS

TREE PRESERVATION PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C8



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PLANT, SHRUB AND TREE LIST

PLANTS & SHRUBS

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
⊕	50	Calamagrostis acutiflora	Karl Foerster	2 Gallon (24")
⊙	27	Echinacea purpurea	Purple Coneflower	1 Gallon (18")
⊗	39	Hosta 'Blueberry Muffin'	Hosta	1 Gallon (36")
⊗	16	Rudbeckia hirta	Black Eyed Susan	1 Gallon (18")
⊙	20	Thuja occidentalis 'Thused4'	Emerald Petite Arborvitae	6 Gallon (24")
⊗	5	Syringa patula 'Miss Kim'	Miss Kim Lilac	10 Gallon (48")

TOTAL 157

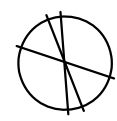
TREES

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
⊕	3	Ulmus davidiana var. japonica 'Discovery'	Discovery Elm	2 - 1/2" B&B
⊗	3	Betula papyrifera	Paper Birch	2 - 1/2" B&B
⊗	4	Picea glauca var. dens	Black Hills Spruce	8' B&B
⊗	4	Pinus strobus	White Pine	8' B&B
⊗	3	Malus 'Pink Spires'	Pink Spires Flowering Crabapple	2" B&B

TOTAL 17

PLANTING SYMBOL LEGEND

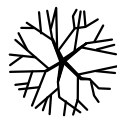
DECIDUOUS TREE



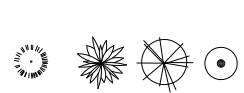
CONIFEROUS TREE



ORNAMENTAL TREE



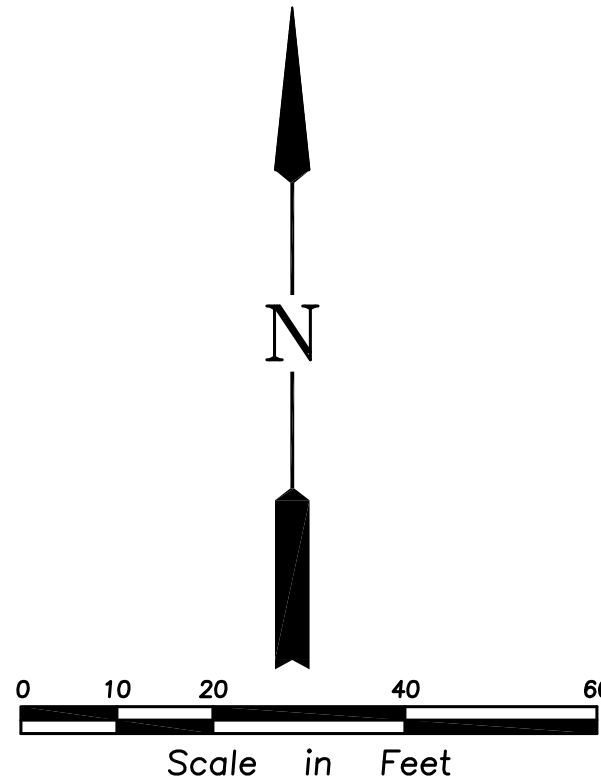
PROPOSED SHRUB



PERENNIAL/GRASS



EXHIBIT J



LANDSCAPE PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

L1

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Civil Engineers & Land Surveyors

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Telephone: 651-452-5051
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PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

Issued
9-13-24 ADDRESS CITY COMMENTS
10-25-24 ADDRESS CITY COMMENTS
11-1-24 ADDRESS CITY STORMWATER COMMENTS

Luminaire Schedule										
Symbol	Qty	Tag	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts
	1		65-842_Back Shield	Single	18342	1.000	150W LED AREA LIGHT TYPE III W/ 65-877	152.742	152.742	152.742
	2	A	65-842	Single	19488	1.000	150W AREA LIGHT TYPE III	150	150	300
	2	B	65-672	Single	8237	1.000	60W FULL CUTOFF WALL PACK	53.3152	53.315	106.63

Calculation Summary											
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtSpcLr	PtSpcTb	Meter Type
EAST PARKING AREA	Illuminance	Fc	2.62	13.9	0.2	13.10	69.50	READINGS TAKEN AT 0" AFG	10	10	Horizontal
PROPERTY LINE	Illuminance	Fc	0.14	0.9	0.0	N.A.	N.A.	READINGS TAKEN AT 0" AFG	10	N.A.	Horizontal
WEST PARKING LOT	Illuminance	Fc	2.87	13.3	0.5	5.74	26.60	READINGS TAKEN AT 0" AFG	10	10	Horizontal

TARGET ILLUMINANCE: 1-2 FC
READINGS TAKEN AT: 0" AFG
FIXTURE MTG HT: 25' AFG

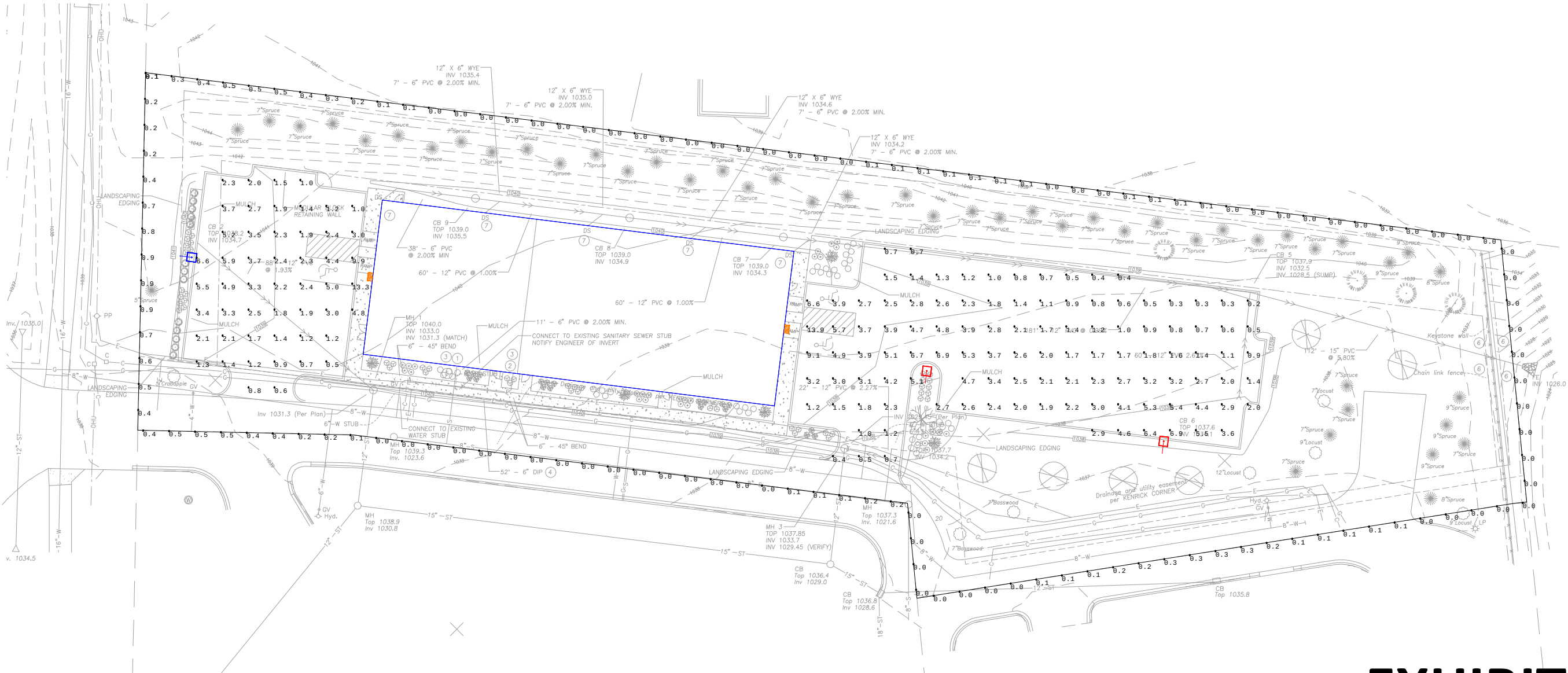


EXHIBIT K



Scale: 1 inch= 42.86 Ft.

Disclaimer: The Lighting Analysis ("Lighting Design") provided by Satco Products, Inc. represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Satco Products, Inc. and therefore actual measured results may vary from the actual field conditions. Satco Products, Inc. recommends that design parameters and other information be field verified to reduce variation. Satco Products, Inc. neither warrants, either implied or stated, regarding actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Satco Products, Inc. neither warrants, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design in compliance with any applicable regulatory code requirements except for those specifically stated on drawings created and submitted by Satco Products, Inc. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.



Scale: As Noted

Date: 12/23/2024

Job Name: Mesenbrink on Lakeville

Prepared For: Winsupply

By: Satco Products, Inc. 110 Heartland Blvd. Brentwood, NY 11717

Filename: Mesenbrink on Lakeville.AGI

Lighting Layout: Version A

Drawn By: Nathan

Mesenbrink on Lakeville

Winsupply

Brentwood, NY 11717

on Lakeville.AGI



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-672 - 60 Watt Full Cutoff LED Wall Pack; CCT Selectable;
7200-7500 Lumens; DLC Premium

- CCT Selectable
- Has Driver



ELECTRICAL

Technology:	LED
Watts:	60W
Volts:	120V-277V
Lumens:	7200L-7500L
Lamp Base :	Integrated
CRI:	80
CCT (Kelvins):	3000K/4000K/5000K
Beam Spread :	90x100
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	400W
HID Equivalent :	150W-200W
Operating Temperature :	-40C (-40F) to +40C (+104F)
Lamp Included :	Integrated
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	10.42%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923655272
Each Quantity:	1
Each Dimensions:	13.78 x 7.28 x 9.06
Case UPC:	10045923655279
Case Quantity:	4
Case Dimensions:	15.55 x 14.57 x 19.49

PHYSICAL

Finish:	Bronze
Lens Material:	Impact Resistant PC
Dimensions:	W:12.61" H:5.09" E:6.86"
Weight (Lbs.):	5.07
Material:	Die-Cast Aluminum

INSTALLATION

Wire Temperature:	105C (221F)
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COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLXV561HFHT2
CA Prop 65:	Lead
BAA Compliant:	No
NOM Certificate No.:	NTEC21ELM006566!NTEC21ELM006566-FR1
NOM Expiration Date:	11/10/2022
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
RoHS Compliant:	Yes
B.U.G Rating:	B2-U2-G1
Restrictions:	No Restrictions



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-842 - LED Area Light Type III; 150W; Bronze Finish; 4000K; 120-277V



ELECTRICAL

Technology:	LED
Watts:	150W
Volts:	120V-277V
Lumens:	19507L
Lamp Base :	Integrated
CRI:	80
Rg Value :	12
CCT (Kelvins):	4000K
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	450W
HID Equivalent :	320W
Operating Temperature :	-40C (-40F) to +45C (+113F)
Lamp Included :	Integrated
Number of Lamps :	1
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	15%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923651472
Each Quantity:	1
Each Dimensions:	23.23 x 14.37 x 5.71
Case UPC:	10045923651479
Case Quantity:	1
Case Dimensions:	23.23 x 14.37 x 5.71

INFO

Additional Info:	Powder Coated
Specification Note:	Type III Light Distribution
Includes:	2-3/8 inch Slip-fitter Mount

PHYSICAL

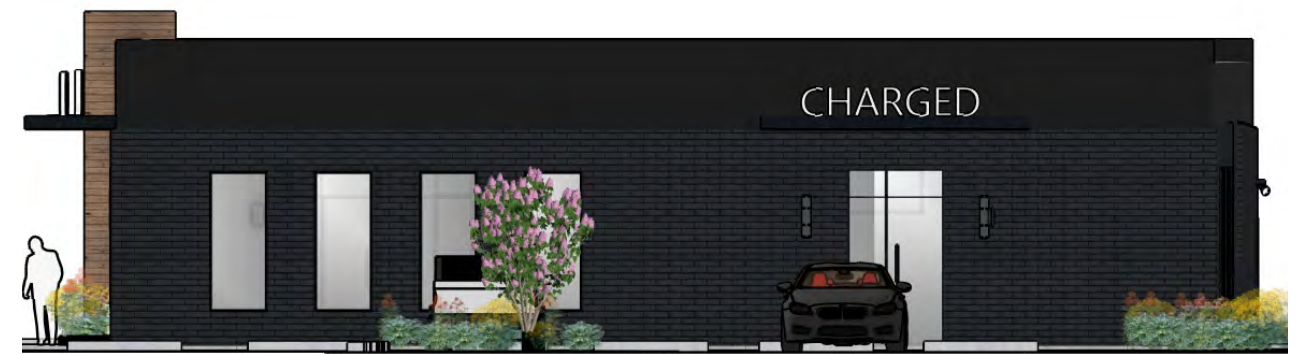
Finish:	Bronze
Lens Material:	Polycarbonate (PC)
Dimensions:	L:20.71" W:12.40" H:3.11"
Weight (Lbs.):	8.08
Material:	Die-Cast Aluminum
Sensor:	Optional

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Indoor; Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLIL4Z6YAG9O
CA Prop 65:	Lead
BAA Compliant:	No
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
IK Rating:	IK10
RoHS Compliant:	Yes
B.U.G Rating:	B3-U2-G3
Restrictions:	No Restrictions



west elevation



east elevation



south elevation



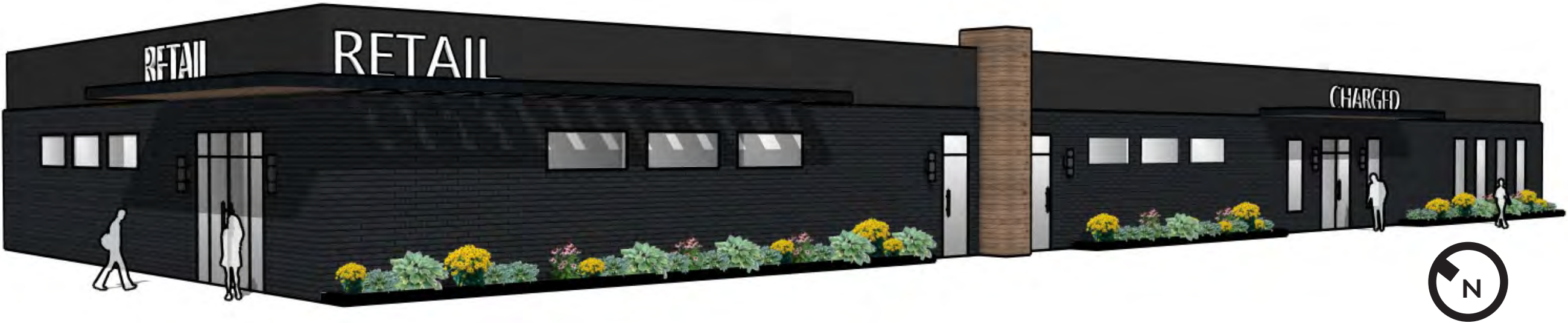
north elevation



material breakdown by elevation:

		South	%	East	%	North	%	West	%
Grade A									
	Brick	1,444	56%	552	52%	1,415	56%	509	48%
	Glass	368	14%	134	13%	105	4%	177	17%
	Sub Total	1,812	70%	686	65%	1,520	60%	686	65%
Grade B/C									
	IMP	691	27%	272	26%	812	32%	267	25%
	Sub Total	691	27%	272	26%	812	32%	267	25%
Grade D									
	Wood	-	0%	64	6%	-	0%	63	6%
	Arch Metal	73	3%	33	3%	211	8%	39	4%
	Sub Total	73	3%	97	9%	211	8%	102	10%
Total SF		2,576	1.00	1,055	1.00	2,543	1.00	1,055	1.00
Total Building		7,229	C3 General Commercial District Requirements						
	Grade A	65%		65%	Min				
	Grade B/C	28%		35%	Max				
	Grade D	7%		10%	Max				

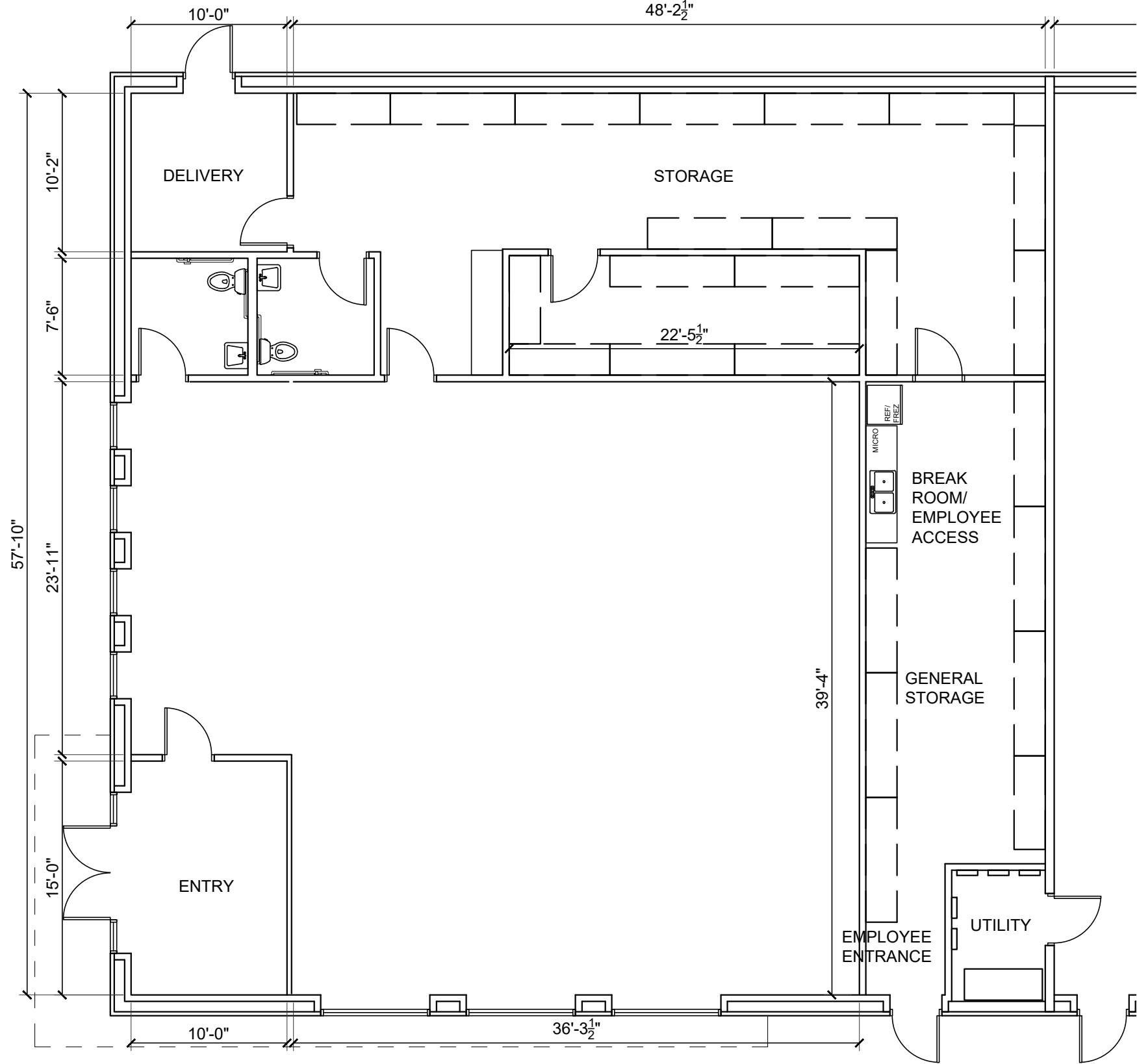
southwest perspective.



southwest perspective with surrounding properties.



DRAFT Retail Floor Plan
(West Elevation)



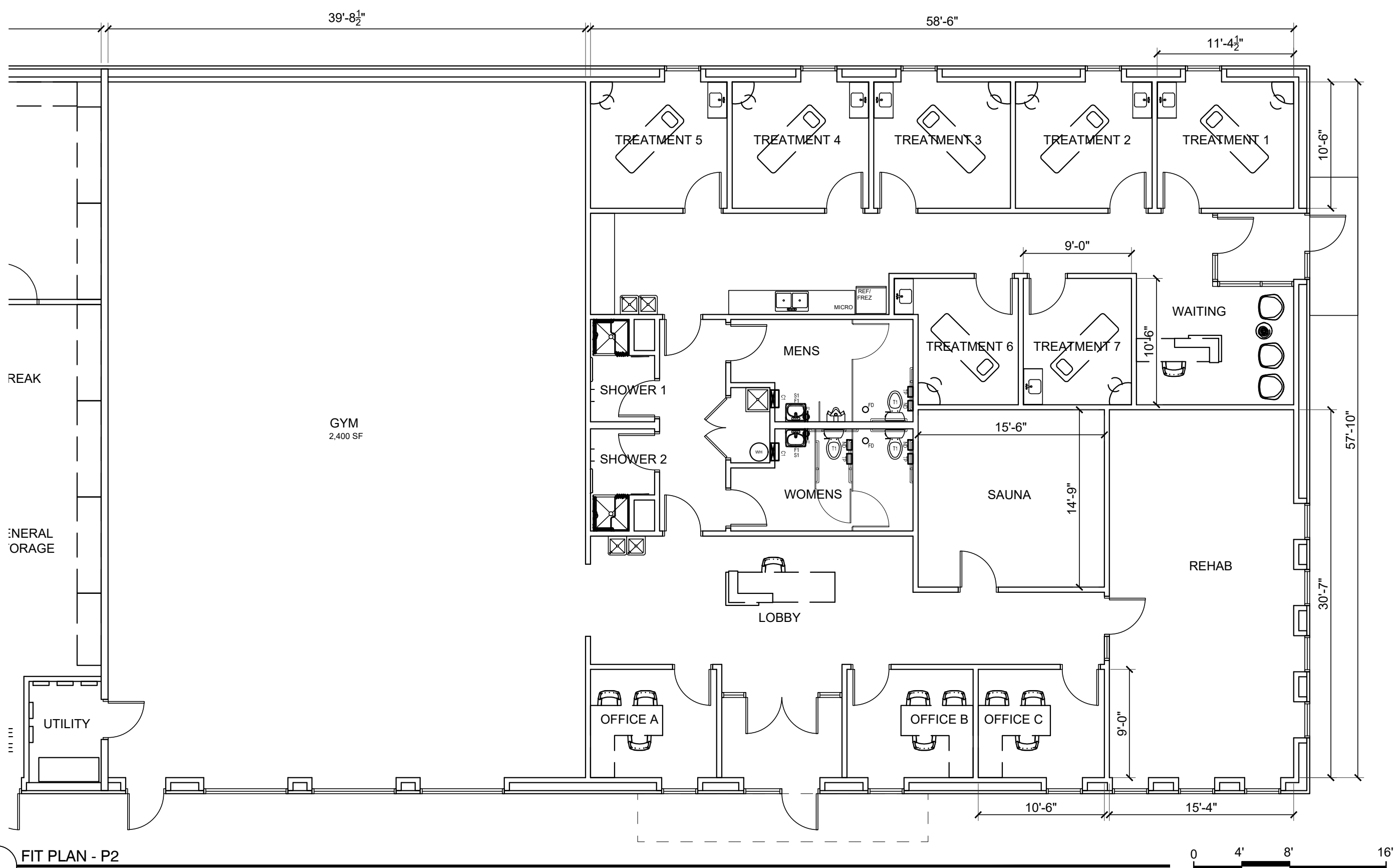
1 FIT PLAN - P2
1/8" = 1'-0"



Kenrick Ave Retail

09.11.2024



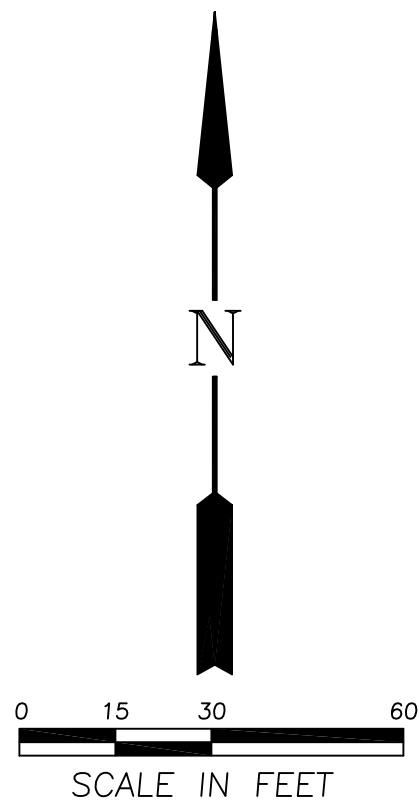
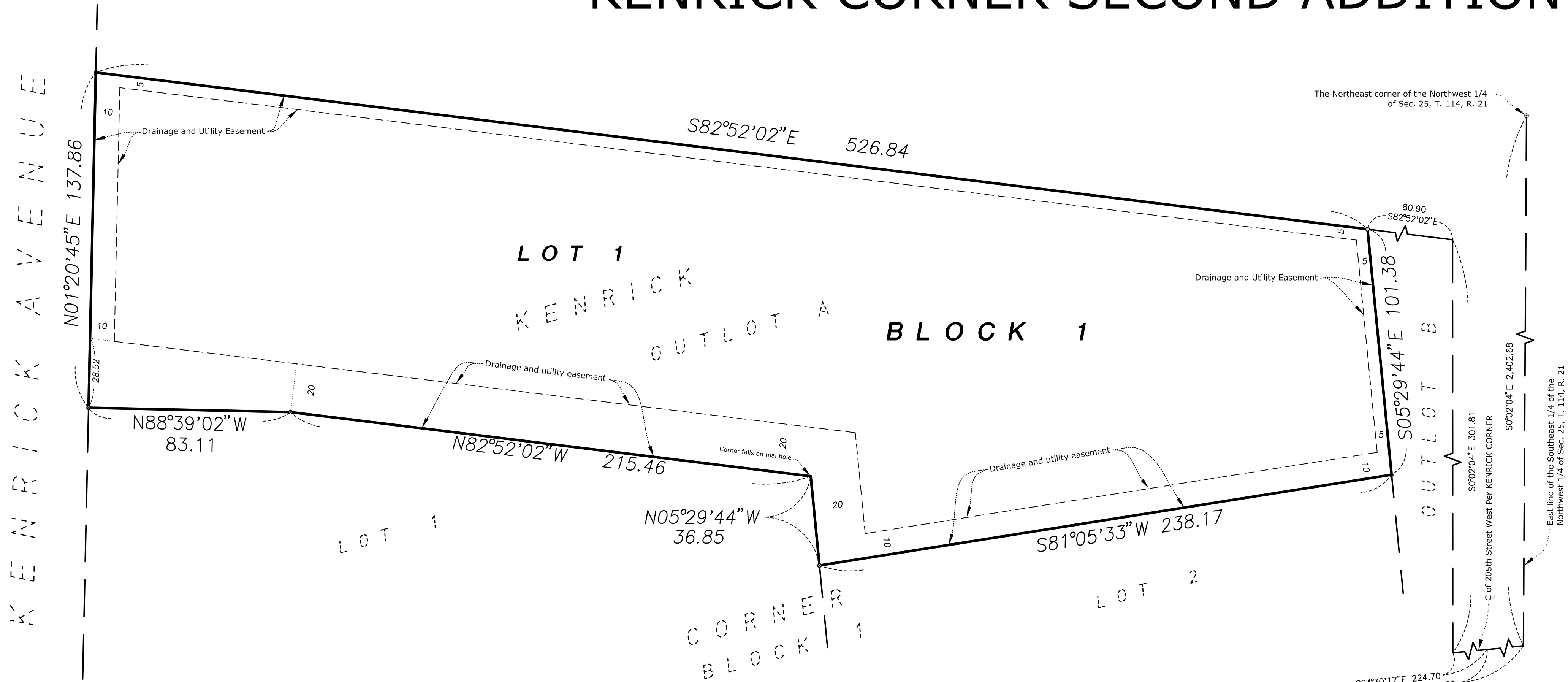


1 FIT PLAN - P2
1/8" = 1'-0"

Kenrick Ave Wellness & Rehab Center

09.11.2024

KENRICK CORNER SECOND ADDITION



Bearings are based on the North line of Outlot A, KENRICK CORNER having a bearing of S82°52'02"E.

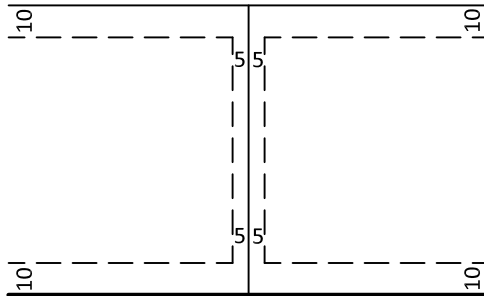
○ Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036.

⊗ Denotes Magnetic Nail Set

● Denotes found 1/2 inch iron pipe unless otherwise shown.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining all side lot lines unless otherwise shown, and being 10 feet in width and adjoining all street lines and rear lot lines unless otherwise shown.

KNOW ALL PERSONS BY THESE PRESENTS: That Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, owners of the following described property:

Outlot A, KENRICK CORNER, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as KENRICK CORNER SECOND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, has caused these presents to be signed by its partner this ____ day of _____, 2024.

Mesenbrink Construction & Engineering, Inc.

By _____
John E. Mesenbrink, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by John E. Mesenbrink, President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Gary C. Huber 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 _____, 2024.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

COUNTY OF DAKOTA
STATE OF MINNESOTA

This instrument was acknowledged before me on _____, 2024, by Gary C. Huber.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Lakeville, Minnesota, this ____ day of _____, 2024, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2024.

Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board

County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

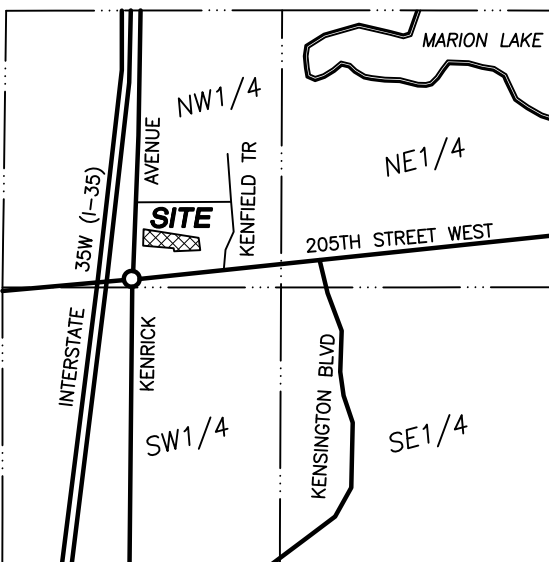
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 2024.

Amy A. Koethe
Director Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2024 at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
County Recorder



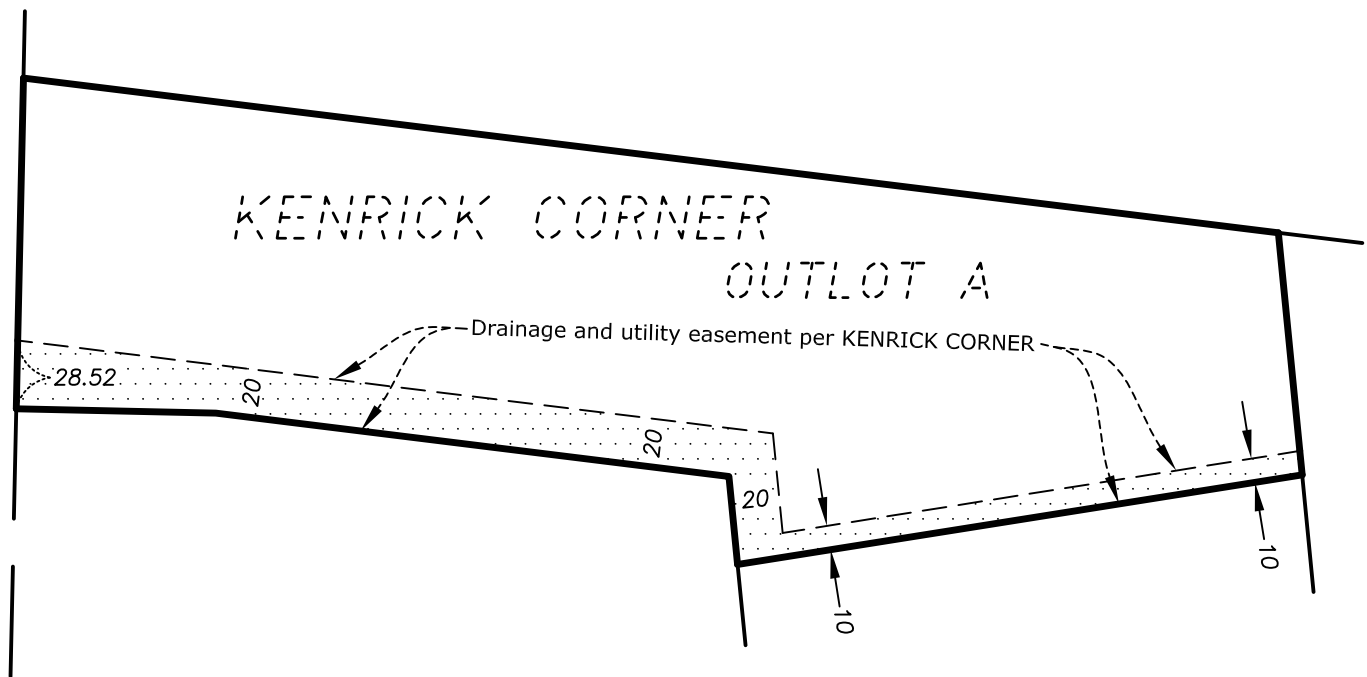
Vicinity Map
Section 25, Township 114, Range 21
No Scale

EXHIBIT D

Easement Vacation Sketch for:
MESENBRINK CONSTRUCTION

DESCRIPTION

All of the drainage and utility easement in Outlot A of KENRICK CORNER, according to the recorded plat thereof, Hennepin County, Minnesota.



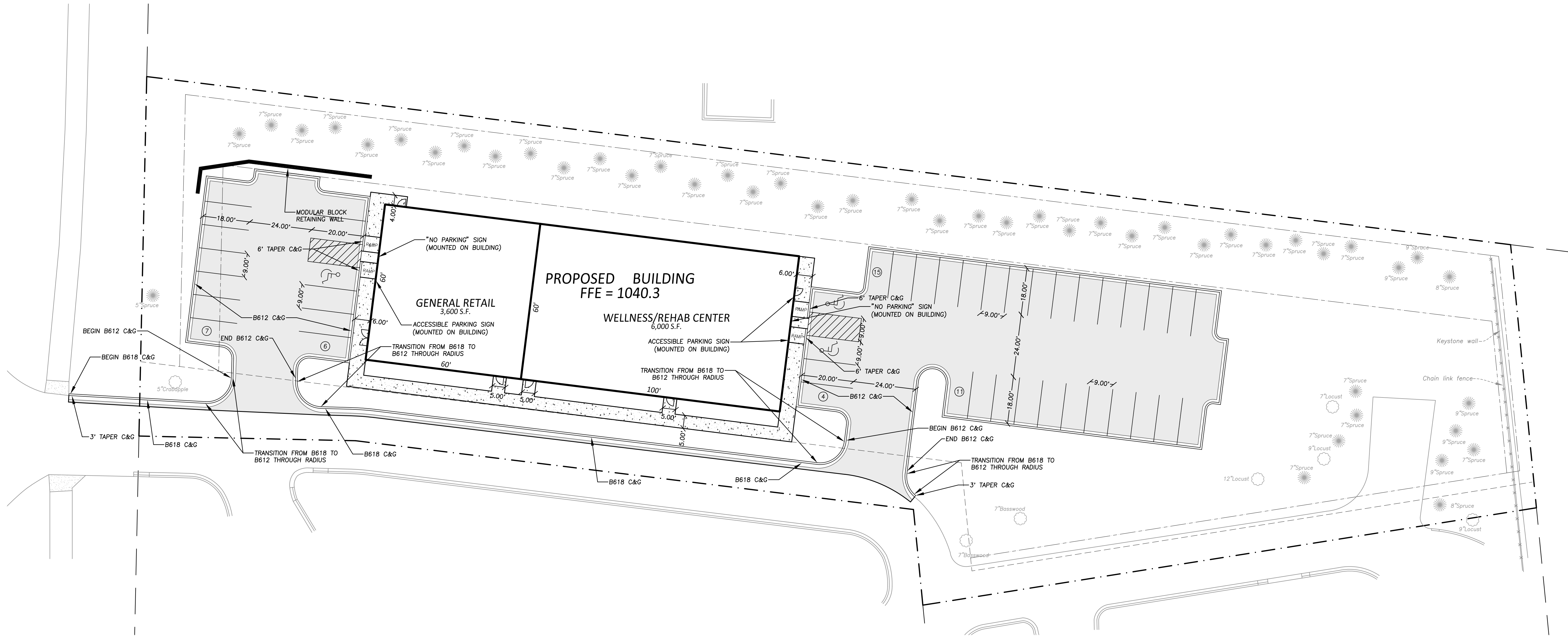
Scale: 1 inch = 100 feet

EXHIBIT E



**REHDER
& ASSOCIATES, INC.**
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

PARKING STALLS REQUIRED

BUILDING USE	BUILDING AREA	10% BLDG REDUCTION	STALL REQUIREMENT	STALLS REQUIRED
GENERAL RETAIL	3,600 S.F.	3,240 S.F.	1 STALL/200 S.F.	16 STALLS
WELLNESS/REHAB CENTER (MEDICAL)	6,000 S.F.	5,400 S.F.	1 STALL/200 S.F.	27 STALLS
TOTAL STALLS REQUIRED:				43 STALLS

PARKING STALLS PROVIDED

STANDARD STALLS	ACCESSIBLE STALLS	TOTAL
40	3	43

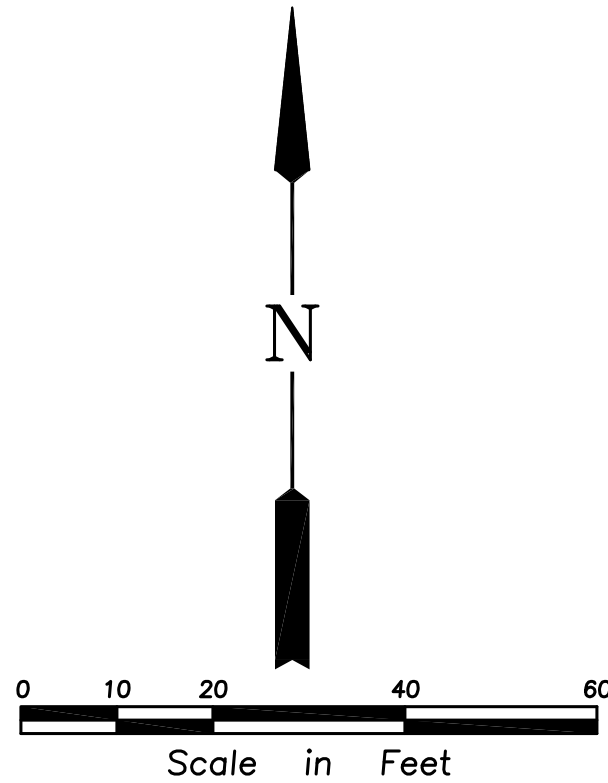
SITE SUMMARY

SITE AREA = 1.61 ACRES
DISTURBED AREA = 0.97 ACRES
EXISTING IMPERVIOUS AREA = 0.16 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.77 ACRES
NEW & RECONSTRUCTED IMPERVIOUS AREA = 0.62 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS

EXHIBIT F

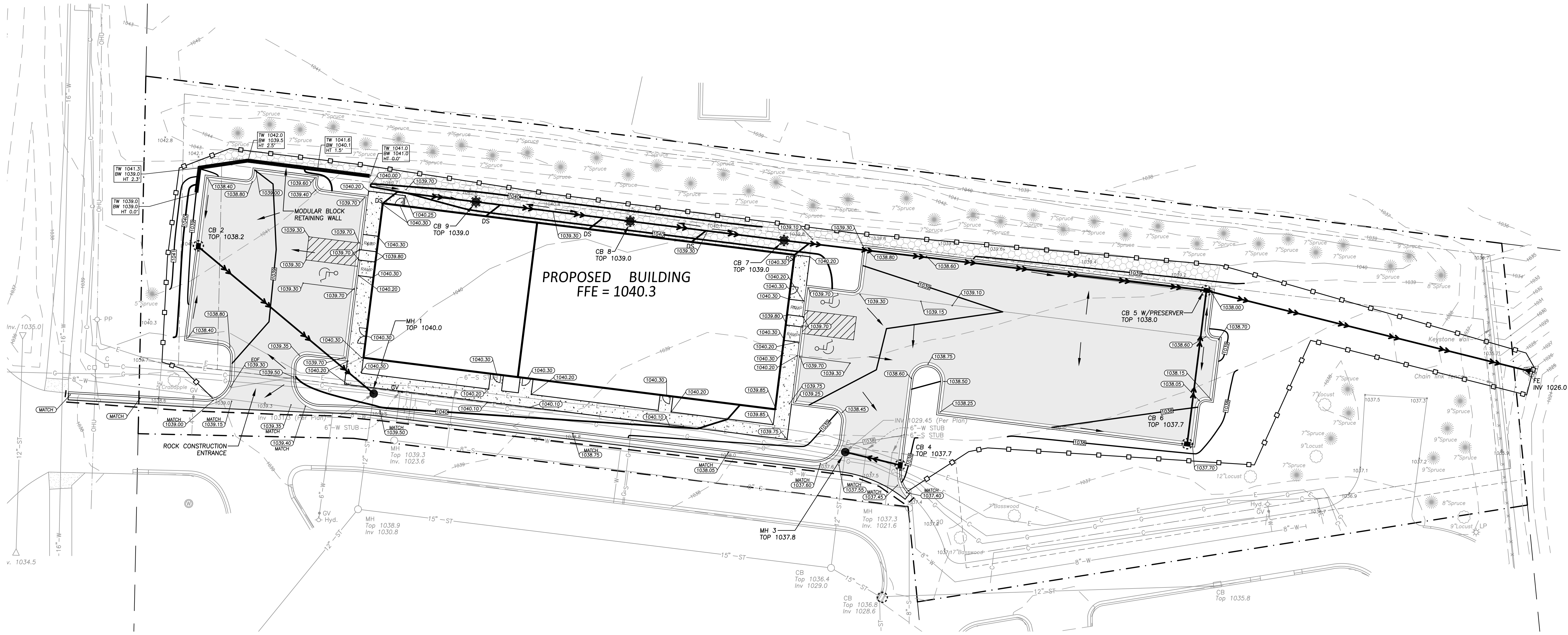


SITE DIMENSION PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C2

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

7-24-24	Issued
9-15-24	CITY SUBMITTAL
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS



EROSION PREVENTION & SEDIMENT CONTROL BMP'S

ITEM	QUANTITY
SILT FENCE	975 L.F.
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"-2" WASHED ROCK
INLET PROTECTION (PRE-CASTING)	7 DEVICES
INLET PROTECTION (POST-CASTING)	8 DEVICES
EROSION CONTROL BLANKET (CAT. 20)	390 S.Y.
SEDIMENT LOGS	350 L.F.

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MN. TOLL FREE 1-800-252-1166

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- VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

- All elevations shown are to final surfaces.
- Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

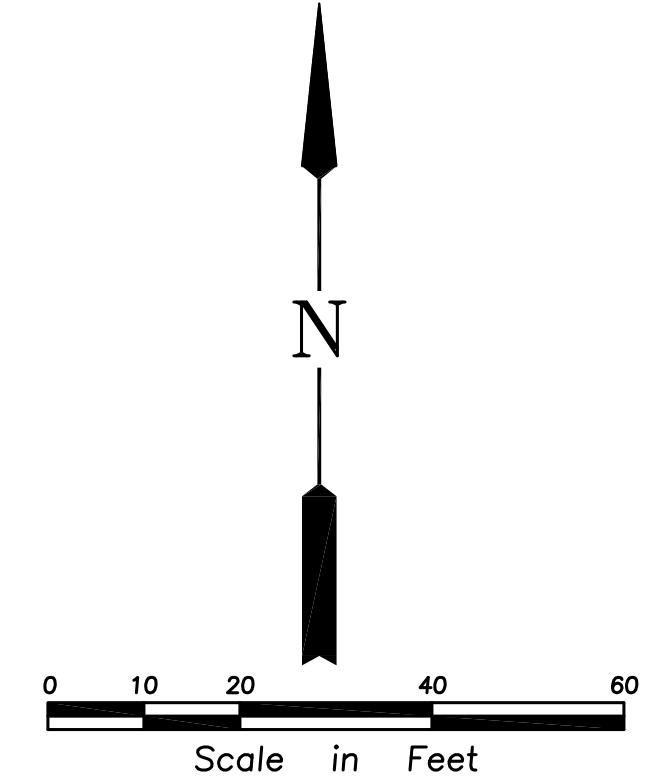
- Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.
- Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
- All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- Winter temporary turf establishment shall be MNDOT Seed Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- All disturbed areas shall be restored with commercial turf establishment, MNDOT seed Mixture 25-131 @ 220 lbs/acre, fertilizer shall be 10-10-10(NPK) commercial grade, and mulch shall be MNDOT Type 1.

NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

LEGEND

- | | | | |
|--------------|--|----------|------------------------------------|
| ● ■ | PROPOSED MANHOLE/CATCH BASIN | — · — | BOUNDARY/ROW/BLOCK LINE |
| ● | PROPOSED CLEANOUT | - - - - | EASEMENT |
| ◆ | PROPOSED HYDRANT | - - - - | BUILDING/PARKING SETBACK LINE |
| ⋈ | PROPOSED GATE VALVE | ⊙ | SOIL BORING |
| ◀ | PROPOSED FLARED END | → | DRAINAGE ARROW |
| → | PROPOSED STORM SEWER | — W — | EXISTING WATERMAIN |
| ■ | PROPOSED CONCRETE | — S — | EXISTING SANITARY SEWER |
| ■ | PROPOSED BITUMINOUS | — ST — | EXISTING STORM SEWER |
| — 0.000 — | PROPOSED CONTOUR | — G — | EXISTING BURIED GAS LINE |
| · 0.023.54 · | PROPOSED ELEVATION | — E — | EXISTING BURIED ELECTRIC LINE |
| — □ — | SILT FENCE | — C — | EXISTING BURIED COMMUNICATION LINE |
| — — | BIO-LOGS | — OHU — | EXISTING OVERHEAD UTILITY LINE |
| ⊙ | INLET PROTECTION DEVICE | — 980 — | EXISTING CONTOUR |
| ■ | PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885) | x 995.50 | EXISTING ELEVATION |

EXHIBIT G



REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Dr., Suite 110
Twin Falls, ID 83401
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes
Name Benjamin J. Quaes Date 11-1-24
Reg. No. 59732

Issued	7-24-24
CITY SUBMITTAL	
CITY COMMENTS	
ADDRESS CITY COMMENTS	
ADDRESS CITY STORMWATER COMMENTS	
10-25-24	
11-1-24	

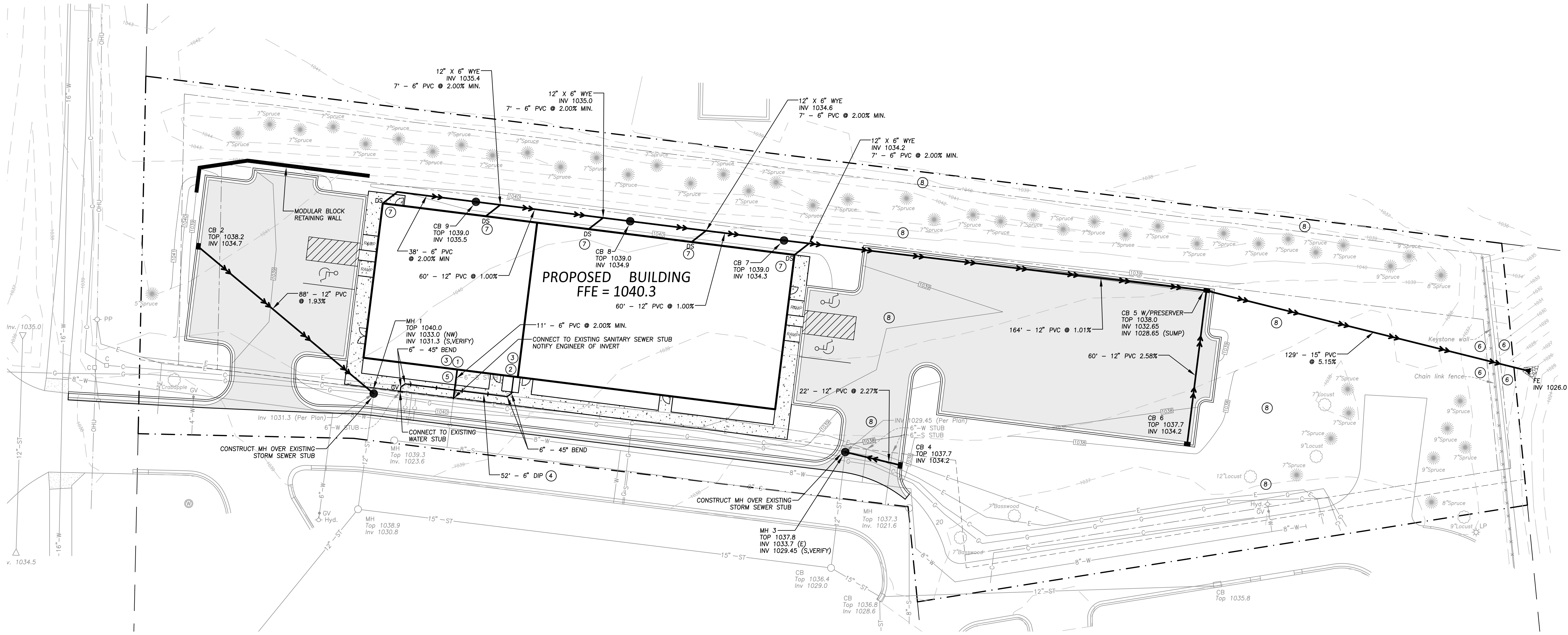
GRADING, DRAINAGE & EROSION CONTROL PLAN

KENRICK CORNER SECOND ADDITION

CITY OF LAKEVILLE

SHEET NUMBER

C3



CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
CB 2	24" X 36"	R-3067V
MH 3	48"	R-1642B
CB 4	24" X 36"	R-3067V
CB 5	60"	R-3067V
CB 6	24" X 36"	R-3067V
CB 7	48"	R-4342
CB 8	27"	R-4342
CB 9	27"	R-4342

LEGEND

- PROPOSED MANHOLE/CATCH BASIN
- PROPOSED CLEANOUT
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED COMMUNICATION LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING CONTOUR
- EXISTING ELEVATION

UTILITY NOTES

- All sewer services to extend to a point 5' from proposed building.
- Bring water main into proposed building and cap at the floor.
- Verify all service locations and inverts with mechanical engineer before construction.
- All watermain to have a minimum of 7.5' of cover.
- Maintain a minimum of 18" vertical separation between watermain & sewer.
- Replace retaining wall after installation of storm sewer. Match existing wall type.
- Connect to downspout per detail 11/CS
- City of Lakeville GIS indicates the possibility of water services for townhouses to the north. The Contractor shall notify the Engineer if any additional services not depicted are found in the field.

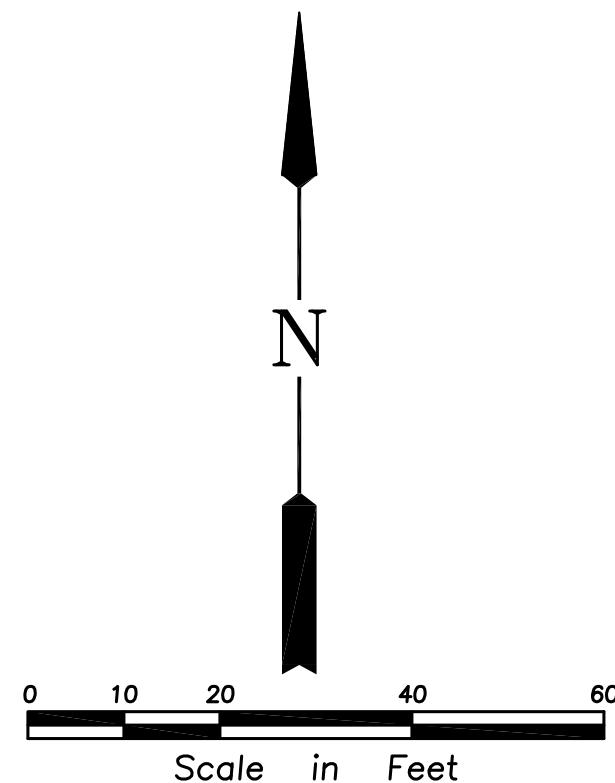
GOPHER STATE ONE CALL

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TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

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EXHIBIT H

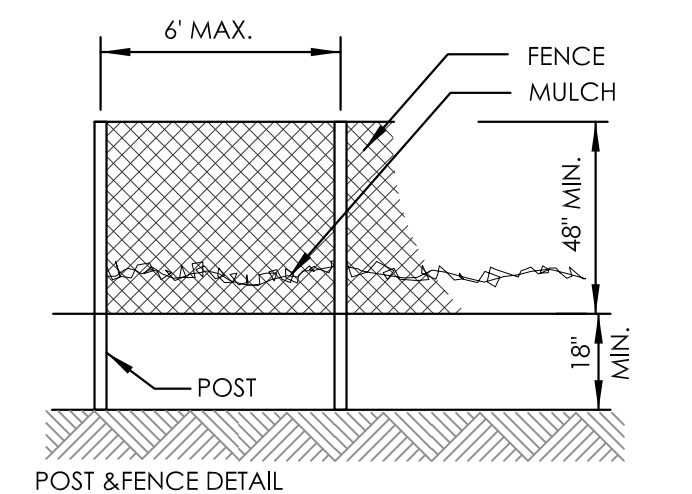
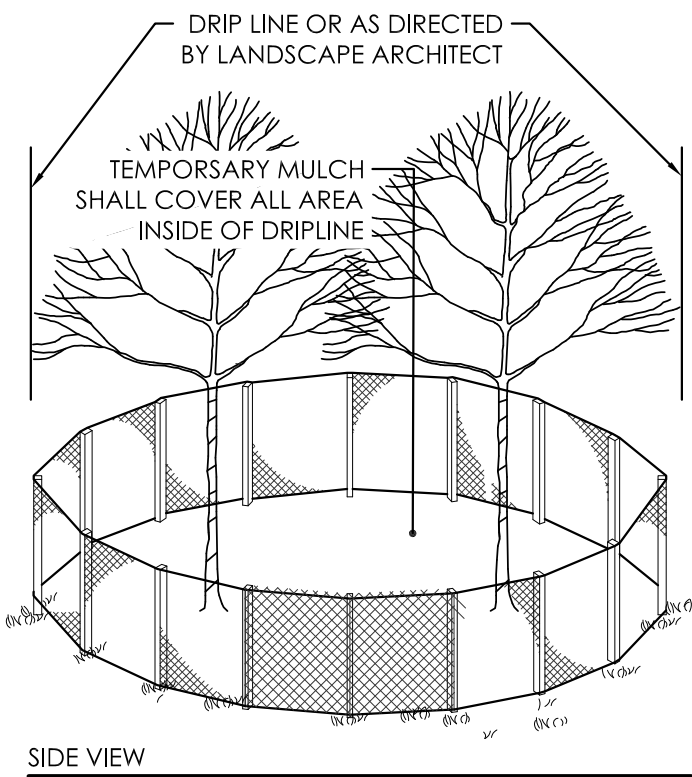
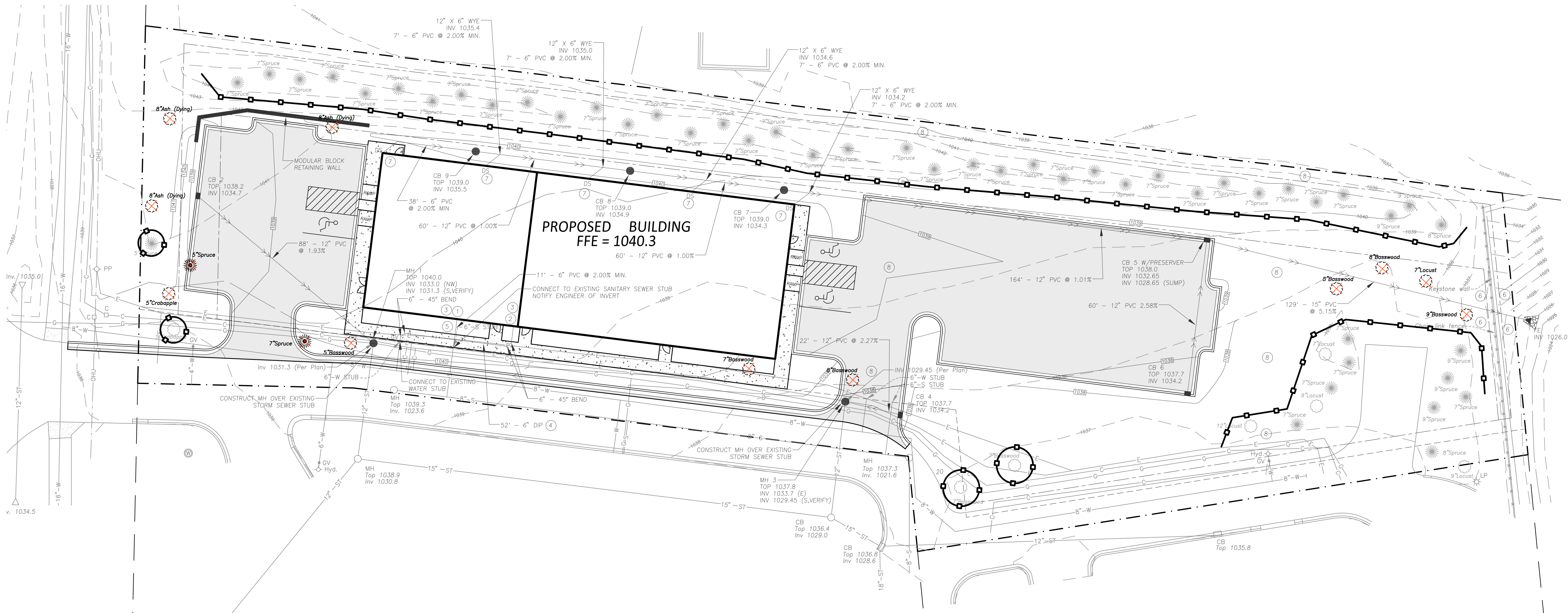


Issued	7-24-24
CITY SUBMITTAL	9-15-24
CITY COMMENTS	10-25-24
ADDRESS CITY COMMENTS	11-1-24
ADDRESS CITY STORMWATER COMMENTS	

UTILITY PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

C4



NOTES:

1. THE FENCE SHALL BE LOCATED AT THE DRIP LINE OF THE TREE TO BE SAVED AND IN NO CASE CLOSER THAN 5 FEET TO THE TRUNK OF ANY TREE.
2. FENCE POSTS SHALL BE WITHER STANDARD STEEL POSTS OR WOOD POSTS A MINIMUM CROSS SECTIONAL AREA OF 3.0 SQ. IN.
3. THE FENCE MAY BE EITHER A 48" HIGH CHAIN-LINK FENCE, 48" HIGH SNOW FENCE, OR ANY OTHER MATERIAL AS APPROVED BY THE LANDSCAPE ARCHITECT.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THROUGHOUT CONSTRUCTION, A PROTECTIVE LAYER OF WOOD MULCH AT A MINIMUM DEPTH OF 12 INCHES FOR VEHICLE ACCESS.

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

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TREE INVENTORY											
TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN	TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN
1132	8	SPRUCE	YES		X	1197	9	SPRUCE	YES		X
1149	7	BASSWOOD	YES		X	1198	7	LOCUST	YES		X
1150	7	BASSWOOD	YES		X	1203	8	SPRUCE	YES		X
1151	12	LOCUST	YES		X	1204	9	SPRUCE	YES		X
1152	7	SPRUCE	YES		X	1205	9	SPRUCE	YES		X
1158	7	SPRUCE	YES		X	1206	7	SPRUCE	YES		X
1159	7	SPRUCE	YES		X	1207	7	SPRUCE	YES		X
1160	7	SPRUCE	YES		X	1208	7	SPRUCE	YES		X
1161	7	SPRUCE	YES		X	1209	7	SPRUCE	YES		X
1162	7	SPRUCE	YES		X	1210	7	SPRUCE	YES		X
1163	7	SPRUCE	YES		X	1211	7	SPRUCE	YES		X
1164	7	SPRUCE	YES		X	1212	7	SPRUCE	YES		X
1165	7	SPRUCE	YES		X	1213	7	SPRUCE	YES		X
1166	7	SPRUCE	YES		X	1214	7	SPRUCE	YES		X
1167	7	SPRUCE	YES		X	1215	7	SPRUCE	YES		X
1168	7	SPRUCE	YES		X	1216	7	SPRUCE	YES		X
1169	7	SPRUCE	YES		X	1217	7	SPRUCE	YES		X
1170	7	SPRUCE	YES		X	1218	7	SPRUCE	YES		X
1171	7	SPRUCE	YES		X	1219	7	SPRUCE	YES		X
1172	7	SPRUCE	YES		X	1220	7	SPRUCE	YES		X
1173	7	SPRUCE	YES		X	1221	7	SPRUCE	YES		X
1174	7	SPRUCE	YES		X	1222	7	SPRUCE	YES		X
1175	7	SPRUCE	YES		X	1223	5	BASSWOOD	NO	X	
1185	9	LOCUST	YES		X	1224	7	SPRUCE	YES	X	
1186	7	SPRUCE	YES		X	1225	5	CRABAPPLE	NO		X
1187	7	SPRUCE	YES		X	1226	5	CRABAPPLE	NO	X	
1188	7	SPRUCE	YES		X	1227	5	SPRUCE	NO		X
1189	8	BASSWOOD	YES	X		1228	5	SPRUCE	NO	X	
1190	8	BASSWOOD	YES	X		9001	8	ASH(DYING)	NO	X	
1191	9	LOCUST	YES	X		9002	8	ASH(DYING)	NO	X	
1192	9	BASSWOOD	YES	X		9003	8	ASH(DYING)	NO	X	
1193	9	SPRUCE	YES		X	9005	7	BASSWOOD	YES	X	
1194	9	SPRUCE	YES		X	9006	8	BASSWOOD	YES	X	
1196	7	SPRUCE	YES		X						

TREE PRESERVATION CALCULATIONS

TOTAL TREES ON SITE = 67 TREES
SIGNIFICANT TREES ON SITE = 59 TREES
PROPOSED TREE REMOVALS = 13 TREES
SIGNIFICANT TREE REMOVAL = 7 TREES

REPLACEMENT TREES REQUIRED = 14 TREES (SEE LANDSCAPE PLAN)

EXHIBIT I

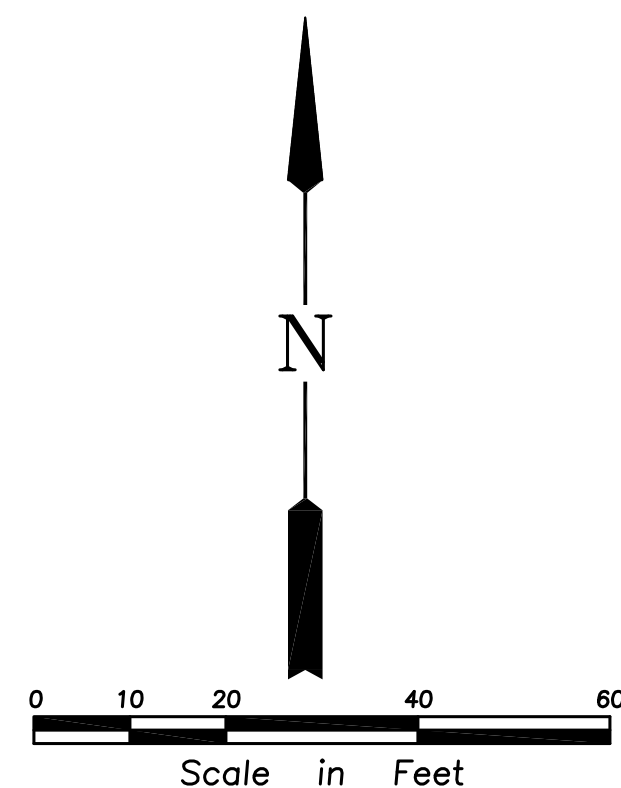


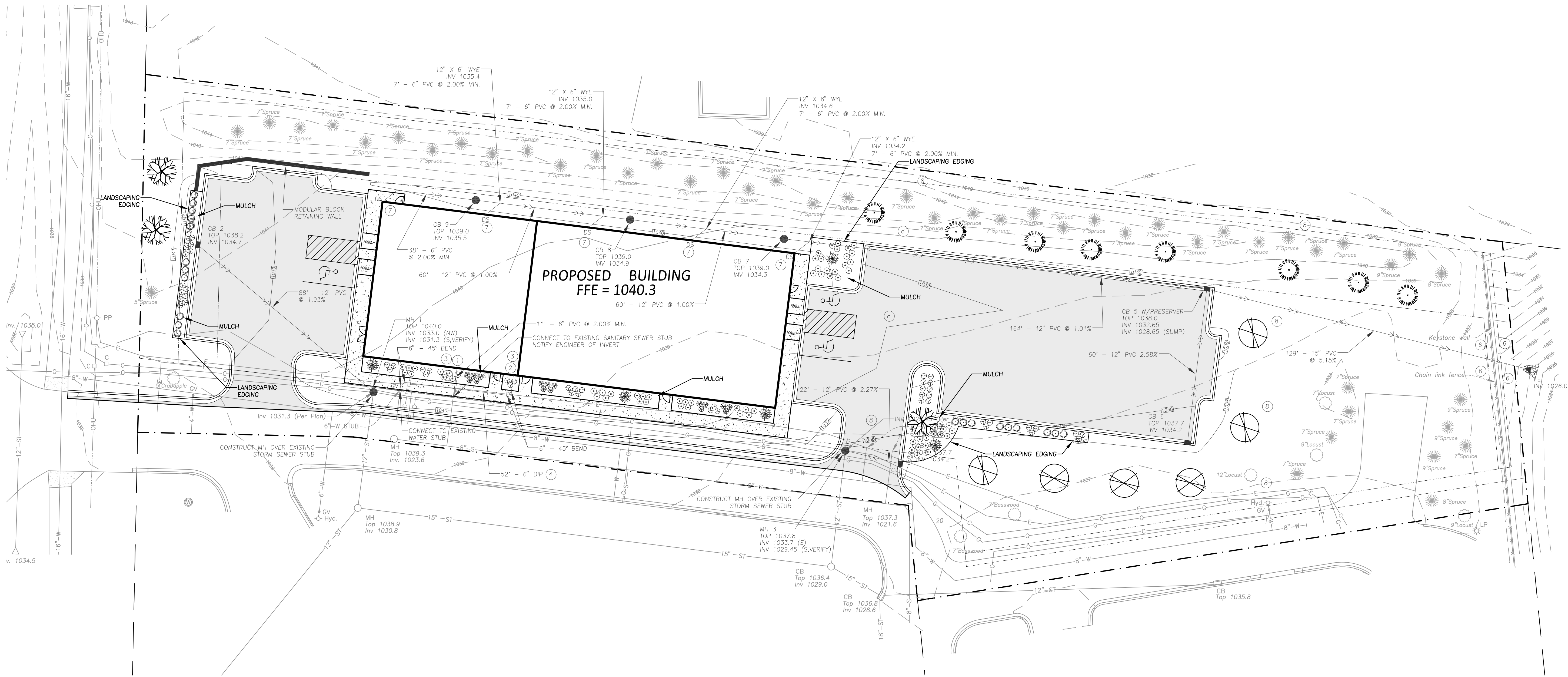
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Jason Aune

Name Jason Aune Date 11-1-24
Reg. No. 42162

- LEGEND
- TREE PROTECTION FENCING
 - TREE TO REMAIN
 - TREE TO REMOVE





GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

PLANT, SHRUB AND TREE LIST

PLANTS & SHRUBS

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
⊕	50	Calamagrostis acutiflora	Karl Foerster	2 Gallon (24")
⊙	27	Echinacea purpurea	Purple Coneflower	1 Gallon (18")
⊗	39	Hosta 'Blueberry Muffin'	Hosta	1 Gallon (36")
⊗	16	Rudbeckia hirta	Black Eyed Susan	1 Gallon (18")
⊙	20	Thuja occidentalis 'Thused4'	Emerald Petite Arborvitae	6 Gallon (24")
⊗	5	Syringa patula 'Miss Kim'	Miss Kim Lilac	10 Gallon (48")

TOTAL 157

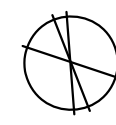
TREES

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
⊕	3	Ulmus davidiana var. japonica 'Discovery'	Discovery Elm	2 - 1/2" B&B
⊗	3	Betula papyrifera	Paper Birch	2 - 1/2" B&B
⊗	4	Picea glauca var. dens	Black Hills Spruce	8' B&B
⊗	4	Pinus strobus	White Pine	8' B&B
⊗	3	Malus 'Pink Spires'	Pink Spires Flowering Crabapple	2" B&B

TOTAL 17

PLANTING SYMBOL LEGEND

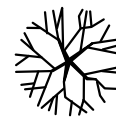
DECIDUOUS TREE



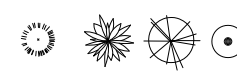
CONIFEROUS TREE



ORNAMENTAL TREE



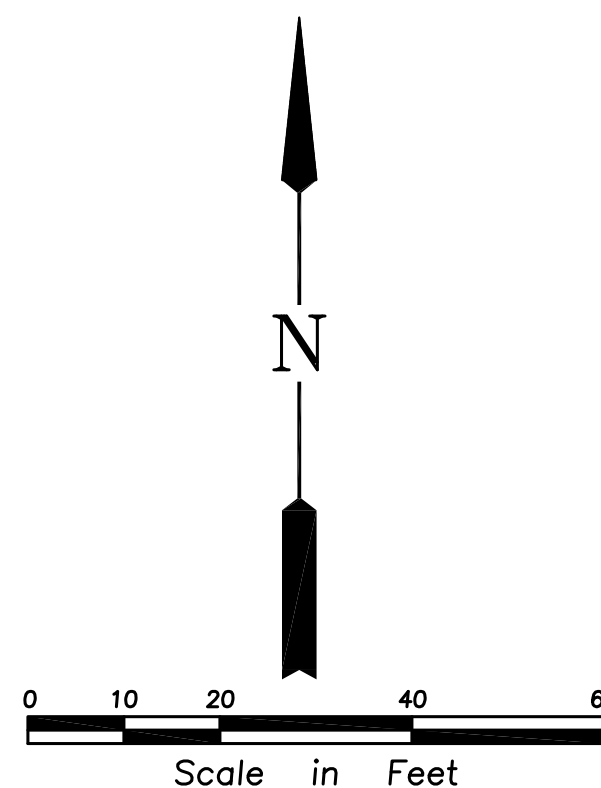
PROPOSED SHRUB



PERENNIAL/GRASS



EXHIBIT J



9-13-24	Issued
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS

Luminaire Schedule										
Symbol	Qty	Tag	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts
	1		65-842_Back Shield	Single	18342	1.000	150W LED AREA LIGHT TYPE III W/ 65-877	152.742	152.742	152.742
	2	A	65-842	Single	19488	1.000	150W AREA LIGHT TYPE III	150	150	300
	2	B	65-672	Single	8237	1.000	60W FULL CUTOFF WALL PACK	53.3152	53.315	106.63

Calculation Summary											
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtSpcLr	PtSpcTb	Meter Type
EAST PARKING AREA	Illuminance	Fc	2.62	13.9	0.2	13.10	69.50	READINGS TAKEN AT 0" AFG	10	10	Horizontal
PROPERTY LINE	Illuminance	Fc	0.14	0.9	0.0	N.A.	N.A.	READINGS TAKEN AT 0" AFG	10	N.A.	Horizontal
WEST PARKING LOT	Illuminance	Fc	2.87	13.3	0.5	5.74	26.60	READINGS TAKEN AT 0" AFG	10	10	Horizontal

TARGET ILLUMINANCE: 1-2 FC
READINGS TAKEN AT: 0" AFG
FIXTURE MTG HT: 25' AFG

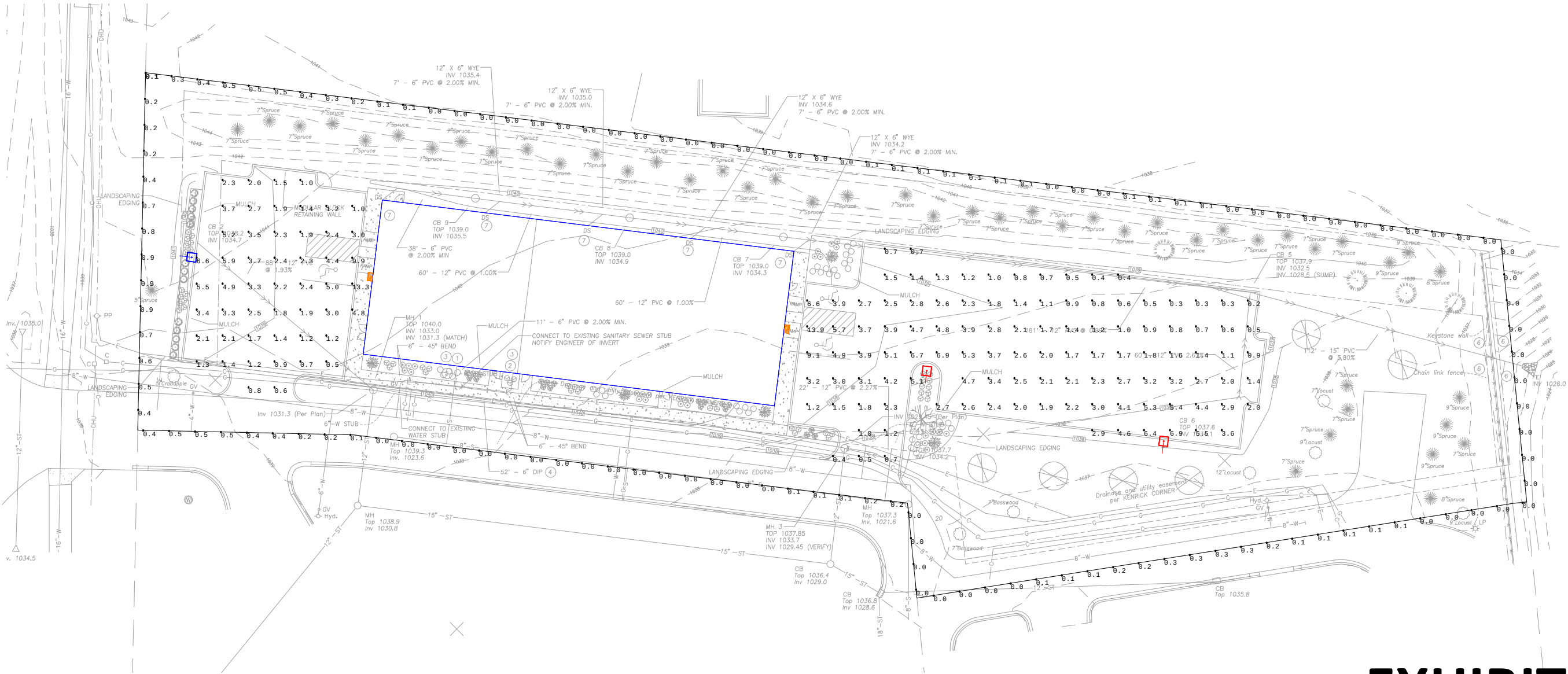


EXHIBIT K



Scale: 1 inch= 42.86 Ft.

Disclaimer: The Lighting Analysis ("Lighting Design") provided by Satco Products Inc. represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Satco Products, Inc. and therefore actual measured results may vary from the actual field conditions. Satco Products, Inc. recommends that design parameters and other information be field verified to reduce variation. Satco Products, Inc. neither warrants, either implied or stated, regarding actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Satco Products, Inc. neither warrants, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design in compliance with any applicable regulatory code requirements except for those specifically stated on drawings created and submitted by Satco Products, Inc. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.



Scale: As Noted

Date: 12/23/2024

Job Name: Mesenbrink on Lakeville

Prepared For: Winsupply

By: Satco Products, Inc. 110 Heartland Blvd. Brentwood, NY 11717

Filename: Mesenbrink on Lakeville.AGI

Page 1 of 1

Lighting Layout: Version A

Drawn By: Nathan



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-672 - 60 Watt Full Cutoff LED Wall Pack; CCT Selectable;
7200-7500 Lumens; DLC Premium

- CCT Selectable
- Has Driver



ELECTRICAL

Technology:	LED
Watts:	60W
Volts:	120V-277V
Lumens:	7200L-7500L
Lamp Base :	Integrated
CRI:	80
CCT (Kelvins):	3000K/4000K/5000K
Beam Spread :	90x100
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	400W
HID Equivalent :	150W-200W
Operating Temperature :	-40C (-40F) to +40C (+104F)
Lamp Included :	Integrated
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	10.42%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923655272
Each Quantity:	1
Each Dimensions:	13.78 x 7.28 x 9.06
Case UPC:	10045923655279
Case Quantity:	4
Case Dimensions:	15.55 x 14.57 x 19.49

PHYSICAL

Finish:	Bronze
Lens Material:	Impact Resistant PC
Dimensions:	W:12.61" H:5.09" E:6.86"
Weight (Lbs.):	5.07
Material:	Die-Cast Aluminum

INSTALLATION

Wire Temperature:	105C (221F)
-------------------	-------------

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLXV561HFHT2
CA Prop 65:	Lead
BAA Compliant:	No
NOM Certificate No.:	NTEC21ELM006566!NTEC21ELM006566-FR1
NOM Expiration Date:	11/10/2022
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
RoHS Compliant:	Yes
B.U.G Rating:	B2-U2-G1
Restrictions:	No Restrictions



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-842 - LED Area Light Type III; 150W; Bronze Finish; 4000K; 120-277V



ELECTRICAL

Technology:	LED
Watts:	150W
Volts:	120V-277V
Lumens:	19507L
Lamp Base :	Integrated
CRI:	80
Rg Value :	12
CCT (Kelvins):	4000K
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	450W
HID Equivalent :	320W
Operating Temperature :	-40C (-40F) to +45C (+113F)
Lamp Included :	Integrated
Number of Lamps :	1
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	15%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923651472
Each Quantity:	1
Each Dimensions:	23.23 x 14.37 x 5.71
Case UPC:	10045923651479
Case Quantity:	1
Case Dimensions:	23.23 x 14.37 x 5.71

INFO

Additional Info:	Powder Coated
Specification Note:	Type III Light Distribution
Includes:	2-3/8 inch Slip-fitter Mount

PHYSICAL

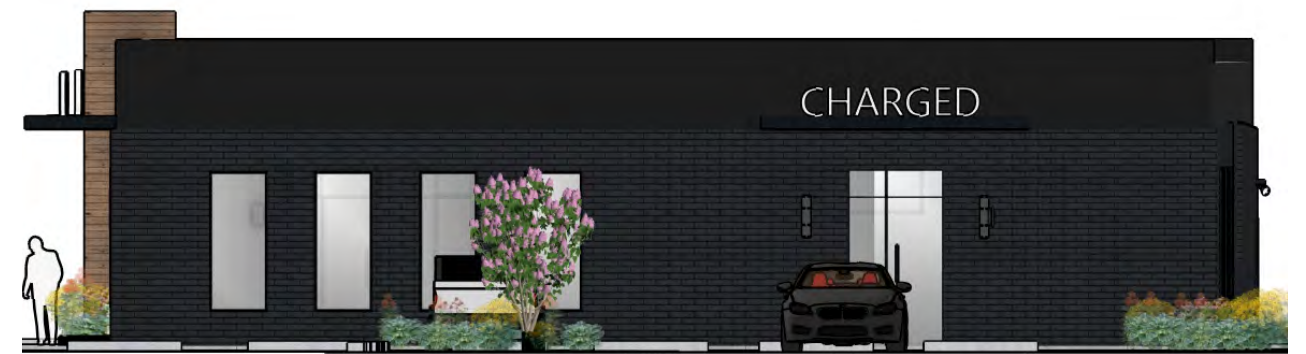
Finish:	Bronze
Lens Material:	Polycarbonate (PC)
Dimensions:	L:20.71" W:12.40" H:3.11"
Weight (Lbs.):	8.08
Material:	Die-Cast Aluminum
Sensor:	Optional

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Indoor; Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLIL4Z6YAG9O
CA Prop 65:	Lead
BAA Compliant:	No
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
IK Rating:	IK10
RoHS Compliant:	Yes
B.U.G Rating:	B3-U2-G3
Restrictions:	No Restrictions



west elevation



east elevation



south elevation



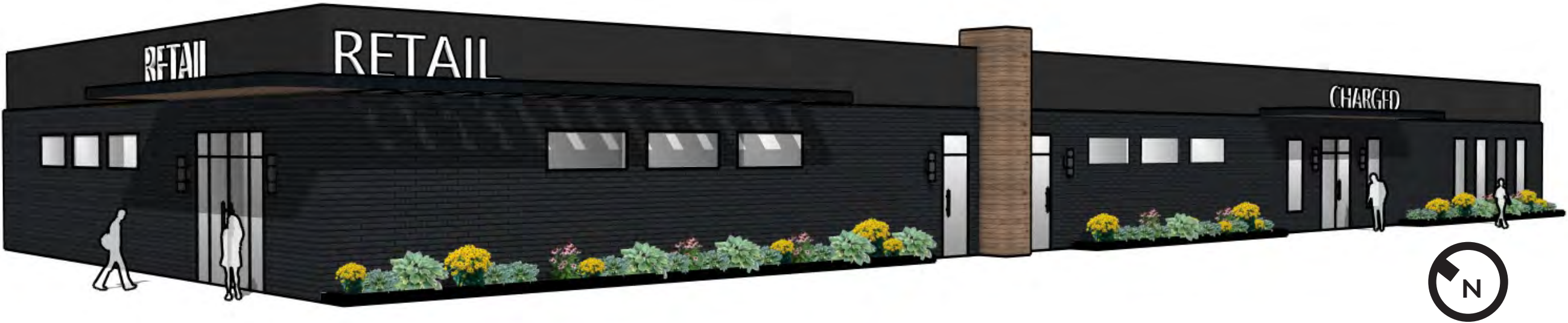
north elevation



material breakdown by elevation:

		South	%	East	%	North	%	West	%
Grade A									
	Brick	1,444	56%	552	52%	1,415	56%	509	48%
	Glass	368	14%	134	13%	105	4%	177	17%
	Sub Total	1,812	70%	686	65%	1,520	60%	686	65%
Grade B/C									
	IMP	691	27%	272	26%	812	32%	267	25%
	Sub Total	691	27%	272	26%	812	32%	267	25%
Grade D									
	Wood	-	0%	64	6%	-	0%	63	6%
	Arch Metal	73	3%	33	3%	211	8%	39	4%
	Sub Total	73	3%	97	9%	211	8%	102	10%
	Total SF	2,576	1.00	1,055	1.00	2,543	1.00	1,055	1.00
	Total Building	7,229		C3 General Commercial District Requirements					
	Grade A	65%		65%	Min				
	Grade B/C	28%		35%	Max				
	Grade D	7%		10%	Max				

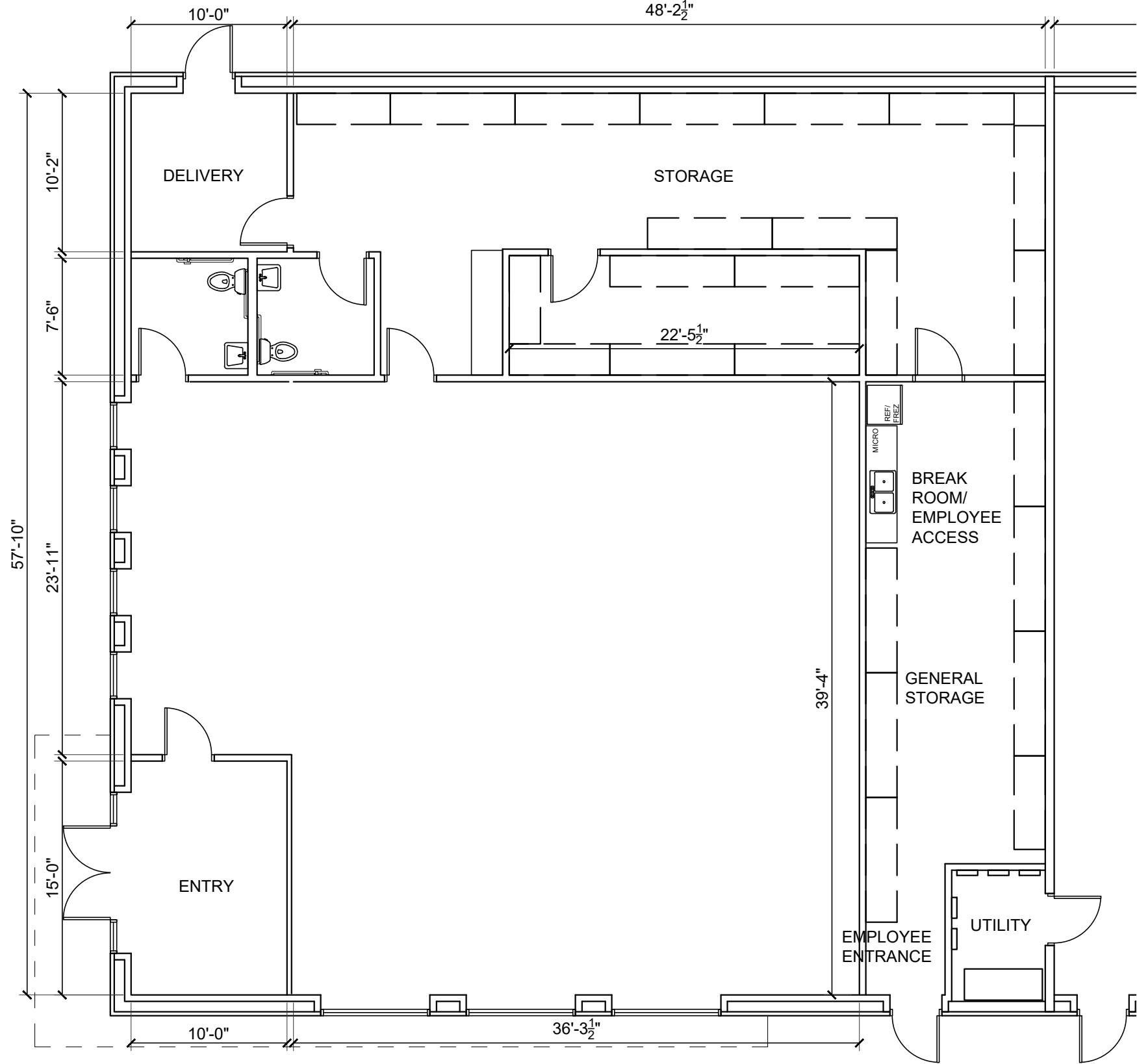
southwest perspective.



southwest perspective with surrounding properties.



DRAFT Retail Floor Plan
(West Elevation)



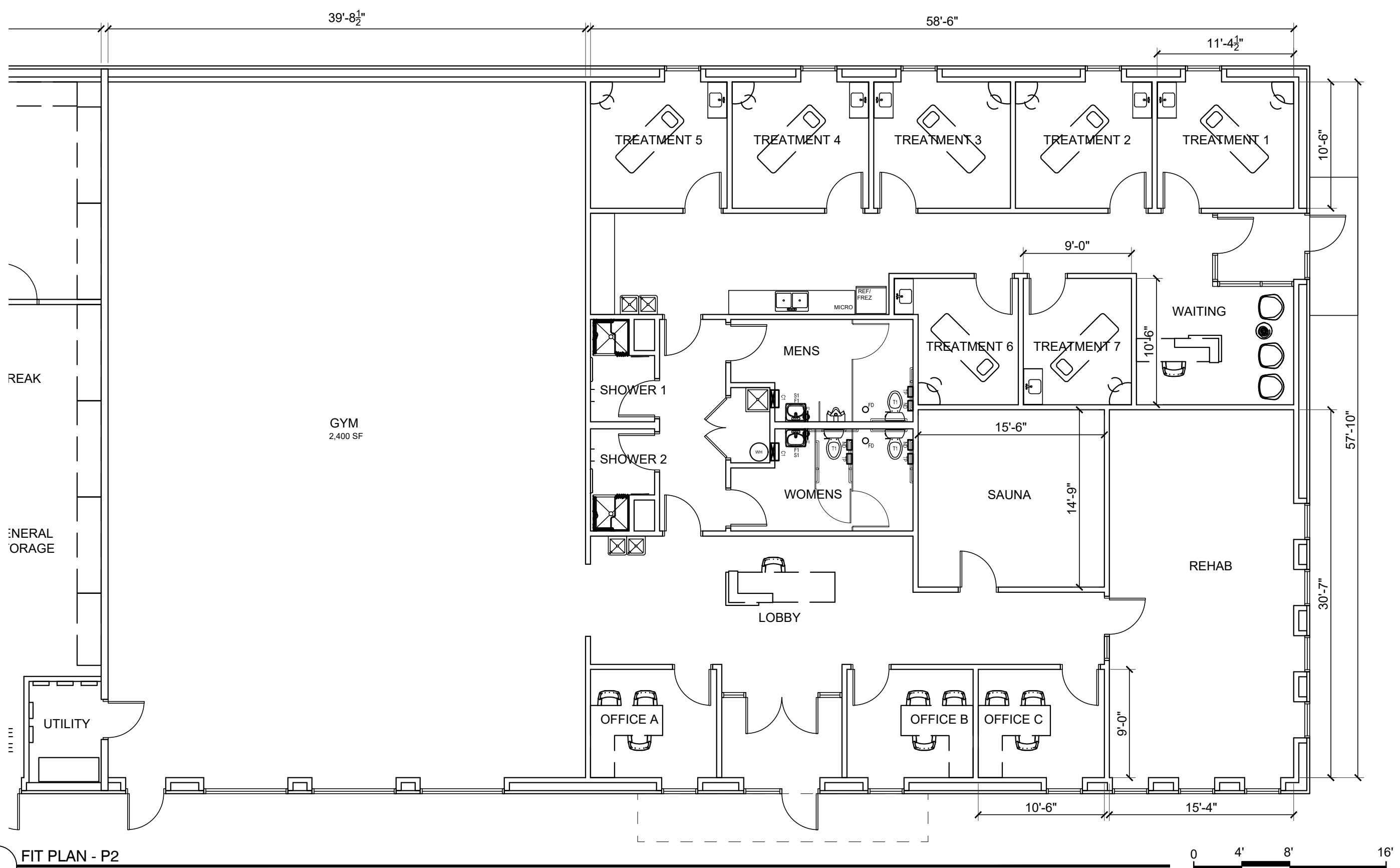
1 FIT PLAN - P2
1/8" = 1'-0"



Kenrick Ave Retail

09.11.2024





1 FIT PLAN - P2
1/8" = 1'-0"

Kenrick Ave Wellness & Rehab Center

09.11.2024



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
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director
Date: December 13, 2024
Subject: Kenrick Corner Second Addition

- Preliminary and Final Plat
- Easement Vacation
- Preliminary and Final Grading and Erosion Control Plan
- Preliminary and Final Tree Preservation
- Preliminary and Final Utility Plan

BACKGROUND

Mesenbrink Construction and Engineering representatives have submitted a preliminary and final plat named Kenrick Corner Second Addition. The proposed development is located east of and adjacent to Kenrick Avenue and north of 205th Street. The parent parcel consists of Outlot A, Kenrick Corner, and is zoned C-3, General Commercial District.

The preliminary and final plat consists of one commercial lot within one block on 1.61 acres.

The proposed development will be completed by:

Developer:	Mesenbrink Construction and Engineering
Engineer/Surveyor:	Rehder & Associates, Inc.

SITE CONDITIONS

The Kenrick Corner Second Addition site consists primarily of undeveloped agricultural land draining northwest to southeast. There is a graded swale on the north end of the site draining west to east. There are overhead utility lines along Kenrick Avenue on the west end of the site.

EASEMENTS/EASEMENT VACATIONS

The existing drainage and utility easements on the parent parcel, along the south property line, will be vacated in conjunction with the preliminary plat.

Prior to recording of the final plat:

- A 10-foot-wide drainage and utility easement along the north plat boundary shall be shown on the final plat.

A cross access easement for the private road over Lot 1, Block 1 benefitting Lots 1 and 2, Block 1, Kenrick Corner Addition is required and has been recorded against the property.

STREET AND SUBDIVISION LAYOUT

Access to the site will be from both 205th Street and Kenrick Avenue. A privately owned and maintained drive lane exists within the development. Curb and gutter shall be installed along the frontage of the existing private roadway to provide an urban road section.

Kenrick Avenue

Kenrick Corner Second Addition is located east of and adjacent to Kenrick Avenue, a City roadway classified as a minor arterial. Kenrick Avenue is constructed as a two-lane undivided rural roadway adjacent to the plat. The existing right-of-way is a total of 100 feet. No additional right-of-way is required, and no construction improvements are proposed with Kenrick Corner Second Addition.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to the Kenrick Avenue private drive entrance.

PARKS, TRAILS, AND SIDEWALKS

Development of Kenrick Corner Second Addition does not include the construction of public trails and sidewalks.

The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution. The Park Dedication requirement will be collected with the final plat, calculated as follows:

Dedication Requirement Summary

Gross Area of Kenrick Corner Second Addition	1.61 acres
Total Buildable Area	1.61 acres

1.61 acres	x \$9,477	= \$15,257.97
Buildable Area	2025 Unit Rate	Dedication Requirement
Kenrick Corner Second Addition		Kenrick Corner Second Addition

UTILITIES

SANITARY SEWER

Kenrick Corner Second Addition is located within subdistrict SC-13030 of the South Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor monitored by meter M649. Wastewater treatment is provided by the Empire Township Treatment Facility.

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained sanitary sewer. A 6-inch sanitary sewer service will be extended from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and must be paid with the building permit application.

WATERMAIN

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained water service. 6-inch water service will be extended from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Lateral Watermain Charge for the front footage along Kenrick Avenue must be paid with the final plat, and is calculated as follows:

Lateral Watermain Charge Summary

138 feet
Total Front Foot
Kenrick Avenue

x \$48.00/foot
2025 Unit Rate

= \$6,624.00
Lateral Watermain Charge
Kenrick Corner Second Addition

OVERHEAD LINES

Existing aboveground equipment (utility lines and poles) are located along the west side of the parent parcel. The aboveground equipment is required to be undergrounded along the frontage of Kenrick Corner final plat and Kenrick Corner Second Addition final plat, consistent with the City's Public Ways and Property Ordinance and Kenrick Corner Development Agreement. A cash escrow is required for undergrounding of the lines adjacent to Kenrick Corner Second Addition in conformance with City Ordinance requirements. The escrow amount of \$21,041.06 is based on a cost estimate provided by the facility owner, Dakota Electric Association, for the work necessary to complete the undergrounding of the Kenrick Corner Second Addition plat frontage and has been prorated to reflect the front footage adjacent to Lot 1, Block 1, only.

DRAINAGE AND GRADING

Kenrick Corner Second Addition is located within subdistricts ML-076 and ML-077 of the Marion Lake stormwater district, as identified in the City's Water Resources Management Plan.

Development of Kenrick Corner Second Addition includes drainage to the existing stormwater basin located in Outlot B, Kenrick Corner. The basin was constructed with the Springbrook development, expanded with the Kenrick Corner development, and was sized to accommodate the development of the Kenrick Corner Second Addition. The basin is owned and maintained by the City. The stormwater management design is consistent with the City's stormwater management ordinance.

The Developer must certify to the City that all lots with footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. Prior to issuance of building permits, the soils observation and testing report, including referenced lot descriptions, and an as-built certified grading plan must be submitted and approved by City staff.

Kenrick Corner Second Addition does not contain more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity shall be applied for as required from the Minnesota Pollution Control Agency. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

RETAINING WALLS

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained retaining walls. All modular block retaining walls constructed as part of the subdivision grading plan must meet MN/DOT requirements. A registered engineer must design any retaining wall that has a combined height greater than four feet (4'). The building official must approve the retaining wall plans and each retaining wall is subject to issuance of a separate building permit. The walls must be constructed prior to the issuance of building permits. An encroachment agreement is required with the final plat for the retaining walls proposed within drainage and utility easements. The retaining walls will be owned and maintained by the development. The Developer shall post a \$15,000.00 security with the final plat for construction of the walls.

STORM SEWER

Development of Kenrick Corner Second Addition includes the construction of a private storm sewer system. Storm sewer will be constructed within Lot 1 to collect and convey stormwater runoff generated from within the site to the public stormwater management basin located within Outlot B, Kenrick Corner. An environmental structure will provide pretreatment prior to entering the public stormwater management basin located within Outlot B, Kenrick Corner. The Developer shall enter into a stormwater maintenance agreement and grant an easement

to the City over the environmental structure. Security shall be held restoration of the City owned basin impacted by construction.

Draintile construction is required in areas of non-granular soils within Kenrick Corner Second Addition 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 will be collected with the final plat, calculated as follows:

Storm Sewer Charge Summary

Gross Area of Kenrick Corner Second Addition	70,132 s.f.
Total Storm Sewer Charge Area	70,132 s.f.

70,132 s.f.	x \$0.250/s.f.	= \$17,533.00
Net Area	2025 Unit Rate	Storm Sewer Charge
Kenrick Corner Second Addition		Kenrick Corner Second Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Kenrick Corner Second Addition is shown on Flood Insurance Rate Map (Map No. 27037C0193E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands located on the site.

TREE PRESERVATION

The plan identifies a total of 67 trees onsite. As proposed, 54 trees will be saved, and 13 will be removed.

Measures to protect significant trees as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, are to be installed prior to the start of tree removals or other site work and maintained throughout construction. Trees to be preserved that are damaged or removed will require replacement.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. The permit requires that all erosion and

sediment BMPs be clearly outlined in a site's SWPPP. No grading or tree removals can take place until the City has reviewed and approved the SWPPP for the site. Changes made throughout construction must be documented in the SWPPP.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$22,000.00	x 2%	= \$440.00
Grading Cost	2025 Rate	MS4 Administration Fee
Kenrick Corner Second Addition		Kenrick Corner Second Addition

SECURITIES

The Developers shall provide a Letter of Credit as security for the Developer-installed improvements relating to Kenrick Corner Second Addition.

CONSTRUCTION COSTS	
Storm Sewer Connection	\$ 5,000.00
Site Grading, Erosion Control, Restoration	15,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 20,000.00
OTHER COSTS	
Developer's Design (3.0%)	\$ 600.00
Developer's Construction Survey (2.5%)	500.00
City's Legal Expense (0.5%)	100.00
City Construction Observation (5.0%)	1,000.00
Developer's Record Drawing (0.5%)	100.00
Landscaping	17,500.00
Retaining Walls	15,000.00
Lot Corners/Iron Monuments	100.00
SUBTOTAL - OTHER COSTS	\$ 34,900.00
TOTAL PROJECT SECURITY	\$ 54,900.00

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 with the final plat and is calculated as follows:

138 feet	x \$1.13/front foot	= \$155.94
Total Front Foot Kenrick Corner Second Addition	2025 Rate	Streetlight Operating Fee Kenrick Corner Second Addition

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units Kenrick Corner Second Addition	2025 Rate	Utility Factor	Environmental Resources Fee Kenrick Corner Second Addition

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:

1 lot	x \$90.00/unit	= \$90.00
Lots/Outlots Kenrick Corner Second Addition	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Kenrick Corner Second Addition

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf format and either .dwg (AutoCAD),.dxf, or .shx format.

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$600.00.

CASH REQUIREMENTS

Park Dedication	\$ 15,257.97
Storm Sewer Charge	17,533.00
MS4 Administration Fee	440.00
Streetlight Operating Fee	155.94
Environmental Resources Management Fee	258.38
Property Data and Asset/Infrastructure Management Fee	90.00
Lateral Watermain Charge	6,624.00
Future Burial of Overhead Utilities	21,041.06
City Engineering Administration (3.00%)	600.00
TOTAL CASH REQUIREMENTS	\$ 62,000.35

RECOMMENDATION

Engineering recommends approval of the preliminary and final plat, easement vacation, preliminary and final grading and erosion control plan, preliminary and final tree preservation, and preliminary and final utility plan for Kenrick Corner Second Addition, subject to the requirements and stipulations within this report.



Date: 3/3/2025

Consider a Preliminary Plat for Airlake DEA 2nd Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution for the preliminary plat of Airlake DEA 2nd Addition

Overview

Dakota Electric Association (DEA) representatives have submitted a preliminary plat for Airlake DEA 2nd Addition. The proposed plat includes a one lot and one outlot subdivision on a 77.85-acre parcel. DEA plans to relocate their existing headquarters from Farmington to Lakeville on Lot 1 of Airlake DEA 2nd Addition. The proposed development of Lot 1 would include a 176,685 square-foot office, warehouse, and storage building along with parking, outdoor storage, and stormwater improvements. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street.

The property is zoned I-2, General Industrial District and guided Industrial in the 2040 Comprehensive Plan. The proposed preliminary plat meets the recommended goals and objectives of the zoning code and comprehensive plan. The new facility for Dakota Electric Association consists of several different functions housed within adjoining building structures. Office functions are housed in a roughly 70,000 square-foot two-story building. There will also be warehouse and maintenance storage and company-enclosed vehicle storage. The proposed building exceeds setback requirements and complies with exterior building material requirements. Employee and guest access would be from 225th Street while construction and fleet vehicles would access the site from 222nd Street. City staff met with township board members and the township clerk to share information regarding the proposed development and future alignment of 222nd Street. There are no wetlands or significant trees within the proposed plat. Stormwater runoff will be collected in a private infiltration basin along the northern part of the parcel.

The Planning Commission held a public hearing on the Airlake DEA 2nd Addition preliminary plat at the February 20, 2025 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Preliminary Plat Resolution
2. February 20, 2025 Planning Commission draft meeting minutes
3. February 11, 2025 Staff Planning and Engineering reports and Exhibits A-F
4. Staff Report Exhibits H-I

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF AIRLAKE DEA 2nd ADDITION**

WHEREAS, Dakota Electric Association requests approval of the preliminary plat of a one lot, one outlot subdivision to be known as **Airlake DEA 2nd Addition**; and

WHEREAS, the Planning Commission held a public hearing at its February 20, 2025 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **Airlake DEA 2nd Addition** preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the engineering report dated February 11, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with the approved landscape plan. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.
6. The park dedication fee of \$216,177.50 must be paid with the final plat.
7. Ground mounted mechanical equipment must be screened from view with landscaping and fencing.
8. All signs shall comply with the Zoning Ordinance requirements for the I-2 District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
9. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way. The maximum height of light poles is 35 feet.
10. An administrative permit is required for the installation of the fuel tanks.

ADOPTED by the Lakeville City Council this **3rd** day of **March 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
February 20, 2025

Chair Majorowicz called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Jenna Majorowicz, Scott Einck, Pat Kaluza, Jason Swenson, Amanda Tinsley, Christine Zimmer, Patty Zuzek, Ex-Officio Jeff Hanson.

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Recording Secretary.

3. Approval of the Meeting Minutes

The February 6, 2025 Planning Commission meeting minutes and the February 6, 2025 Planning Commission and Parks, Recreation & Natural Resources Committee joint work session minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated if the items are not tabled they will move forward to the March 3, 2025 City Council meeting.

5. Public Hearing - Airlake DEA 2nd Addition

Chair Majorowicz opened the public hearing to consider the application for a preliminary plat for a one lot and one outlot subdivision by Dakota Electric Association (DEA) to be known as Airlake DEA 2nd Addition, located east of Cedar Avenue (CSAH 23) and north of 225th Street.

Jeff Schoenecker, on behalf of DEA, stated this project is for the future headquarters facility for DEA. Mr. Schoenecker stated they would like to start construction in late spring/early summer and expect that construction of the facility will take two years.

Senior Planner Heather Botten presented the staff report, stating the applicant proposes a preliminary plat that includes one lot and one outlot on a 77.85 acre parcel. DEA proposes to move their existing headquarters from Farmington and this site allows for an expansion and upgrade of their facilities. The proposed development would include a 176,685 square foot office, warehouse, and storage building along with parking, outdoor storage, and stormwater improvements.

Chair Majorowicz opened the hearing to the public for comment.

There were no public comments.

Motion was made by Zimmer, seconded by Kaluza to close the public hearing at 6:10 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Swenson inquired about the reasoning to have the employee and visitor access from 225th Street, given it is a gravel road. Mr. Schoenecker indicated the intention is to use 222nd Street as a truck entrance, and 225th Street for deliveries, members, and employees of DEA. Community Development Director Tina Goodroad stated the city met with township board members and the township clerk regarding this street and the proposed project.
- Commissioner Zimmer expressed support for the proposed project.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the Airlake DEA 2nd Addition preliminary plat subject to the 10 stipulations listed below:

1. Implementation of the recommendations listed in the engineering report dated February 11, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with the approved landscape plan. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.
6. The park dedication fee of \$216,177.50 must be paid with the final plat.
7. Ground mounted mechanical equipment must be screened from view with landscaping and fencing.
8. All signs shall comply with the Zoning Ordinance requirements for the I-2 District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.
9. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way. The maximum height of light poles is 35 feet.
10. An administrative permit is required for the installation of the fuel tanks.

Ayes: Tinsley, Kaluza, Majorowicz, Zimmer, Einck, Swenson, Zuzek

Nays: 0

There being no further business, the meeting was adjourned at 6:11 p.m.

Respectfully submitted,

Dawn Erickson, Recording Secretary



Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: February 11, 2025

Subject: Packet Material for the February 20, 2025 Planning Commission Meeting

Agenda Item: Preliminary Plat for Airlake DEA 2nd Addition

Action Deadline: March 22, 2025

BACKGROUND

Dakota Electric Association (DEA) representatives have submitted a preliminary plat for Airlake DEA 2nd Addition. The proposed plat includes one lot and one outlot on a 77.85 acre parcel. DEA is looking to move, expand, and upgrade from their existing headquarters in Farmington. The proposed development of Lot 1 would include a 176,685 square foot, office/warehouse/storage building along with parking, outdoor storage, and stormwater improvements.

The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street, south of future 222nd Street. The subject property was annexed into the City in 2021.

The preliminary plat plans have been reviewed by the Engineering Division and Parks and Recreation Department.

The following exhibits are attached for your information:

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Site Dimension Plan
- E. Grading, Drainage, & Erosion Control Plan

- F. Utility Plan
- G. Landscape Plan
- H. Photometric Plan
- I. Building Elevations

Zoning and Surrounding Uses. The property is zoned I-2, General Industrial District. The proposed project is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Undeveloped Agricultural Property	Industrial	I-2, General Industrial
South	Bachman's Growing Fields	Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	Agriculture per Eureka Township Zoning Map
East	Eureka Township Agricultural Use Property	Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	Agriculture per Eureka Township Zoning Map
West	Hat Trick and Metropolitan Airports Commission Property	Industrial and Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	I-2, General Industrial and Agriculture per Eureka Township Zoning Map

PLANNING ANALYSIS

PRELIMINARY PLAT

Zoning and Comprehensive Plan consistency. The property is currently guided Industrial and located in Planning District No. 6 of the Comprehensive Land Use Plan. The property is in the Metropolitan Urban Service Area (MUSA) which means that City municipal services, including sanitary sewer service, are available to serve the property. The property is zoned I-2, General Industrial. The proposed lot and outlot meet the minimum lot size and width requirements for future development in the I-2 district. The proposed preliminary plat meets the recommended goals and objectives of the zoning code and comprehensive plan.

Existing Site Conditions. The site is currently undeveloped; historically used for agricultural production of row crops.

Lot/Block/Outlot. The preliminary plat of Airlake DEA 2nd Addition consists of one lot and one outlot. The lots proposed with the preliminary plat exceed the minimum lot area and lot width requirements for the I-2, General Industrial District.

Preliminary Plat Lots		
Lot Area and Lot Width Requirements	Lot 1	Outlot A
1 Acre	38.50 acres	39.35 acres
100 feet	1,200+ feet	700+ feet

Streets. The initial plat of Airlake DEA included the dedication of right-of-way for the future construction of 222nd Street up to the east boundary of the plat, which is also the municipal boundary. 222nd Street is a local rural industrial street constructed as a 40-foot-wide paved section within an 80-foot right of way.

225th Street is an unpaved road that runs along the southern portion of the plat that will provide two access points to Lot 1. Eureka township owns and maintains 225th Street. There are no current plans to improve the road.

Grading, Drainage and Utilities. City sanitary sewer and water is currently available to the site, located west of the property. The existing and planned future City sanitary sewer and water systems available to serve the area of the preliminary plat are adequate to accommodate the build-out of future industrial building(s) within the preliminary plat area. Proposed grading, drainage, erosion control, and utility plans for Airlake DEA Second Addition are shown on the attached civil plans.

Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated February 11, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of Airlake DEA Second Addition preliminary plat subject to the comments outlined in the engineering report.

Wetlands. There are no wetlands on the site.

Tree Preservation. There are no significant trees within the Airlake DEA 2nd Addition preliminary plat.

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. No public trails or sidewalks are being constructed with this plat. Park dedication will be satisfied with a cash fee determined by calculating a rate of \$5,615 per acre for industrial zoned property for the net area of the lot being final platted. Proposed Lot 1, Block 1 is 38.50 acres in size and must pay park dedication with Airlake DEA 2nd Addition final plat.

The park dedication cash fee payable at the time of final plat approval will include the following:

- Lot 1, Block 1: 38.50 acres x \$5,615 per acre = \$216,177.50
- Outlot A: N/A- Will be paid at the time of development

SITE PLAN REVIEW

The site plan proposes a 176,685 square foot, office/warehouse/storage building with parking and outdoor storage.

Building Setbacks. The I-2, Industrial District requires the following setback requirements:

	Front Yard	W. Side Yard	E. Side Yard	Rear Yard
Minimum	40 feet	10 feet	10 feet	30 feet
Proposed	240 feet	150+ feet	200+ feet	700+ feet

Building Height. The maximum height of a building in the I-2 zoning district is 50 feet. The proposed building at its tallest point is 40 feet, complying with code requirements.

Building Design. The new facility for Dakota Electric Association consists of several different functions housed within adjoined building structures. Office functions are housed in a roughly 70,000 square foot two-story building. There will also be warehouse and maintenance storage and company enclosed vehicle storage.

The south façade of the building, facing 225th Street, is composed of the following materials:

- o Grade A: 55%: Stone: 1,725 SF = 24% of total south; Glass: 2,250 SF = 31% of total south; and,
- o Grade C: 45%: Architectural Metal Panel & ACM (ornamental metal): 2,500 SF; 750 SF = 45% of total south

The proposed materials are in compliance with the requirements for Industrial Zoning.

Parking. The site plan demonstrates three separate parking lots. Based on the building's size and the proposed uses, 203 parking spaces are required to be provided. The number and design of the parking spaces for each lot and drive aisles meets the requirements of the Zoning Ordinance.

Parking Lot and Drive Setbacks. The parking lot meets or exceeds the minimum setbacks from a property line. The two egress points on 225th Street comply with spacing guidelines in the City Code.

Outdoor Storage. The outdoor storage area is required to be asphalt, concrete or pavers. The applicant has stated the outdoor storage area will be constructed with asphalt and/or concrete.

Landscaping. Landscaping on the site includes foundation plantings along the office portion of the building, parking lot screening along the south, and parking lot landscaping within the islands. All of 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.

Trash Enclosure. If trash will be kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. All outdoor trash enclosures must be screened with a structure that is a minimum of six feet in height or one foot taller than the containers and must be constructed of materials that match the architecture of the principal building.

Site Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. The light pole height may not exceed 35 feet for height and the fixture style is a downcast LED light to meet the ordinance requirements.

Signs. Wall signs shown on the building elevations are illustrative only. One monument sign would be permitted for the site. Sign permits must be issued prior to the installation of signs on the site.

Mechanical Equipment. Mechanical equipment will be located on the ground near the loading dock. Screening materials must be aesthetically harmonious and compatible with the building.

Fuel Storage. Three fuel tanks are proposed along the westerly property boundary. An administrative permit is required for the installation of these tanks.

RECOMMENDATION

Community Development staff recommend approval of the Airlake DEA 2nd Addition preliminary plat subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated February 11, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with the approved landscape plan. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within

and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.

6. The park dedication fee of \$216,177.50 must be paid with the final plat.
7. Ground mounted mechanical equipment must be screened from view with landscaping and fencing.
8. All signs shall comply with the Zoning Ordinance requirements for the I-2 District. A sign permit shall be issued by the Planning Department prior to the installation of any signs.
9. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way. The maximum height of light poles is 35 feet.
10. An administrative permit is required for the installation of the fuel tanks.



Memorandum

To: Heather Botten, Senior Planner

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks & Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: February 11, 2025

Subject: Airlake DEA 2nd Addition

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Landscaping Plan Review
- Preliminary Utility Plan Review

BACKGROUND

Dakota Electric Association (DEA) representatives have submitted a preliminary plat named Airlake DEA 2nd Addition along with preliminary plans to construct a commercial building on one (1) block with one (1) outlot on 77.85 acres. The parent parcel (PID No. 220030001013) is zoned I-2, General Industrial.

The proposed development is located east of Cedar Avenue (CSAH 23) and the existing extension of 222nd Street, north of and adjacent to 225th Street and Eureka Township, west of Flagstaff Avenue and Eureka Township and south of and Farmington and the future CSAH 70 roadway alignment. The parent parcel consists of Outlot A, Airlake DEA.

The outlots created with the preliminary plat shall have the following use:

Outlot A: Future Development; retained by Developer (39.35 acres)

The proposed development will be completed by:

Developer:	Dakota Electric Association (DEA)
Engineer/Surveyor:	Kimley-Horn and Associates, Inc.

SITE CONDITIONS

The existing parcel consists of Outlot B, Airlake DEA and right-of-way dedication for 222nd Street. The site consists of undeveloped agricultural land. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

STREET AND SUBDIVISION LAYOUT

222nd Street

Airlake DEA 2nd Addition includes the extension of 222nd Street from its existing terminus at the intersection of 222nd Street and Garvey Lane through the western plat boundary. The roadway is a 40-foot-wide rural roadway terminating in a cul-de-sac. The developer is dedicating the necessary 80-foot right-of-way for 222nd Street with the Airlake DEA 2nd Addition final plat. A temporary public roadway, drainage and utility easement shall be placed over the temporary cul-de-sac. The Developer shall submit an approved final plan for the extension of 222nd Street prior to approval and recording of the Airlake DEA 2nd Addition final plat.

Airlake DEA 2nd Addition includes the platting of right-of-way for 222nd Street, a local industrial roadway. 222nd Street will be constructed as a rural section roadway to promote infiltration and stormwater treatment. 222nd Street will be constructed as a 40-foot-wide paved section and two-foot gravel shoulders within an 80-foot right-of-way. 222nd Street will be constructed in the future by the developer of the parcel to the north; the Developer for Airlake DEA 2nd Addition will be assessed for their portion of construction at the time of construction. A special assessment agreement shall be entered into prior to recording of the final plat.

CSAH 70

Future CSAH 70 will require future right-of-way dedication along Outlot A, Airlake DEA 2nd Addition. The right-of-way dedication will be required to follow the recommendations of the Dakota County Plat Commission.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from 222nd Street within Lakeville. Access from 225th Street falls under the jurisdiction of Eureka Township.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement for the parent parcel has not been paid and will be calculated and satisfied through a cash contribution with the final plat.

UTILITIES

SANITARY SEWER

Airlake DEA 2nd Addition is located within the South Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via existing sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

Airlake DEA 2nd Addition includes the extension of public sanitary sewer. 8-inch sanitary sewer will be extended from the existing terminus at the western plat boundary to the east of the 222nd Street cul-de-sac to be constructed with Airlake DEA 2nd Addition.

Public sanitary sewer will be required to be extended along 222nd Street at the time the road is extended to the eastern plat boundary to service Outlot A, Airlake DEA.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and will be required with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

WATERMAIN

Development of Airlake DEA 2nd Addition includes construction of 12-inch public watermain. This watermain will be extended from the existing watermain stub on 222nd Street. The watermain shall be extended through the temporary cul-de-sac and terminate in a fire hydrant east of the cul-de-sac.

Public watermain will be required to be extended along 222nd Street at the time the road is extended to the eastern plat boundary to service Outlot A, Airlake DEA.

DRAINAGE AND GRADING

Airlake DEA 2nd Addition is located within the South Creek stormwater district as identified in the City's Water Resources Management Plan.

Development of Airlake DEA 2nd Addition includes the construction of a privately owned and maintained stormwater management infiltration basin to collect and treat the stormwater runoff generated from the site. The Developer shall submit an approved final stormwater management plan for the site prior to approval and recording of the Airlake DEA 2nd Addition final plat. The Developer shall submit an approved final grading plan prior to approval and recording of the Airlake DEA 2nd Addition final plat and issuance of a grading permit.

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 Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Airlake DEA 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Airlake DEA 2nd Addition includes the construction of a public storm sewer system in conjunction with drainage swales. Public storm sewer constructed within 222nd Street right-of-way will convey runoff offsite to the north via an existing drainage swale to an identified wetland and DNR identified trout stream. A grading, drainage and utility easement will be required for the construction of the storm sewer outlets west of the plat boundary.

The Storm Sewer Charge has not been collected on the parent parcel and will be required with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

Airlake DEA 2nd Addition is located within areas shown on the Flood Insurance Rate Map (FIRM) as Zone X, as determined by FEMA (Map number 27037C0214E). Based on this designation, no areas within the plat are located within a Special Flood Hazard Area (SFHA).

WETLANDS

A wetland delineation was completed and approved for the site. No wetlands were located identified within Lot 1 Block 1 DEA site. One wetland was deidentified north of the future road extension that will need to be reviewed prior to construction.

TREE PRESERVATION

One tree has been identified to be removed outside of the plat boundary. An easement is required to be obtained to allow for removal of the tree. A tree preservation plan must be provided and approved prior to recording of the Airlake DEA 2nd Addition final plat in accordance with city ordinance 10-4-11.

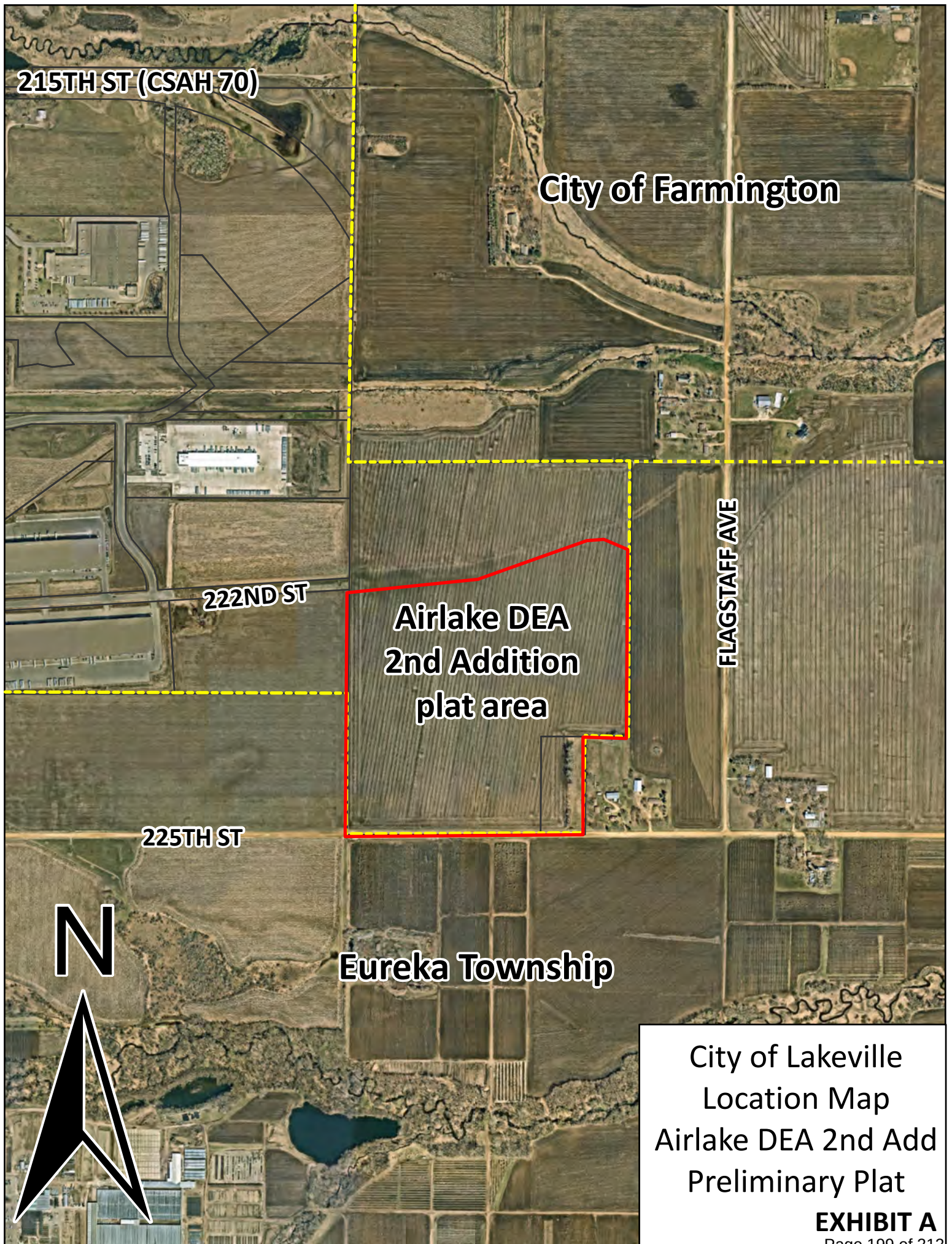
All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer must submit an erosion control plan that is compliant with City standards and meets all the requirements of the MPCA Construction Permit. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

RECOMMENDATION

Engineering recommends approval of the Airlake DEA 2nd Addition preliminary plat, preliminary erosion control plan and grading plan, preliminary utility plan, and preliminary landscape plan subject to the requirements and stipulations within this report.



215TH ST (CSAH 70)

City of Farmington

222ND ST

Airlake DEA
2nd Addition
plat area

FLAGSTAFF AVE

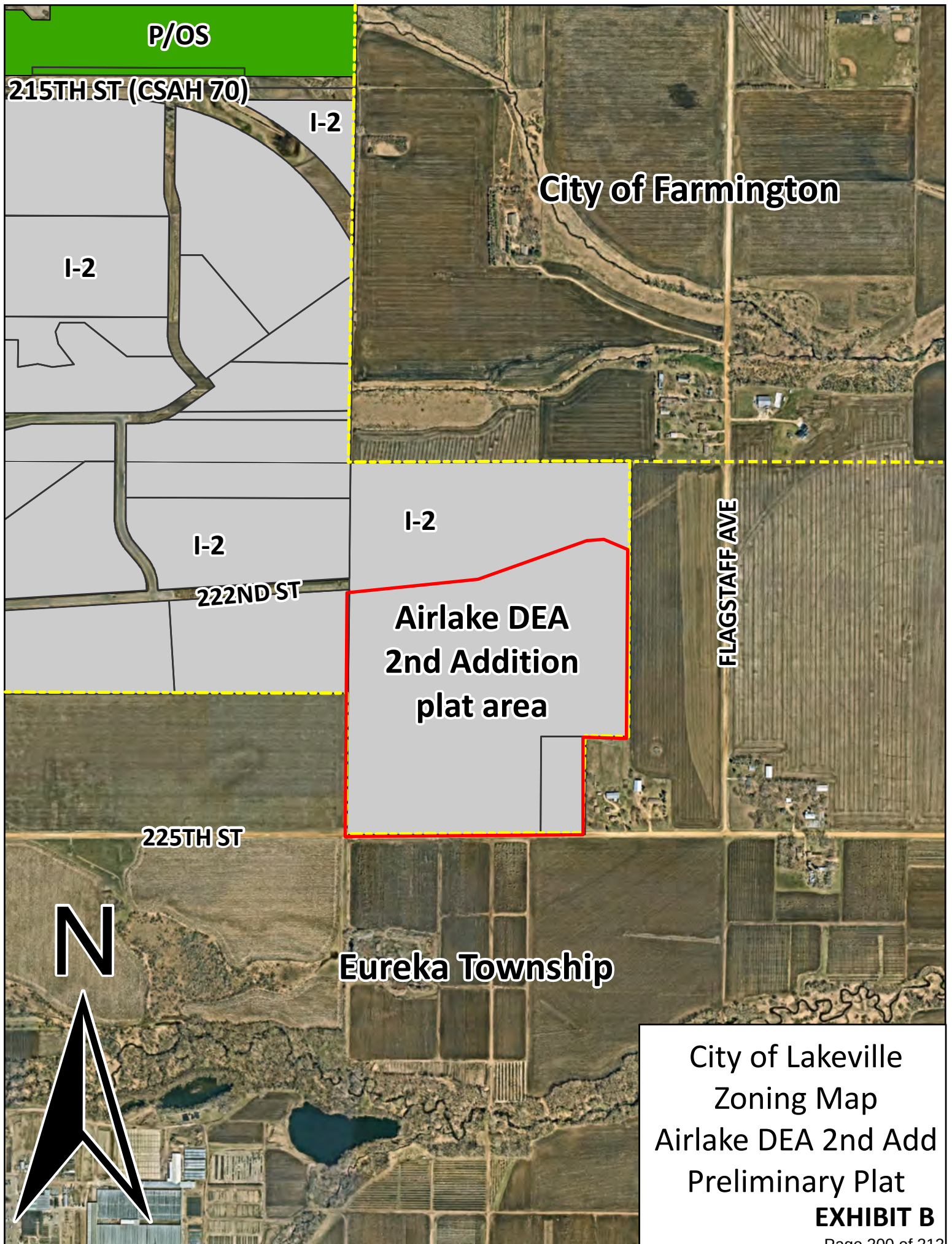
225TH ST

Eureka Township



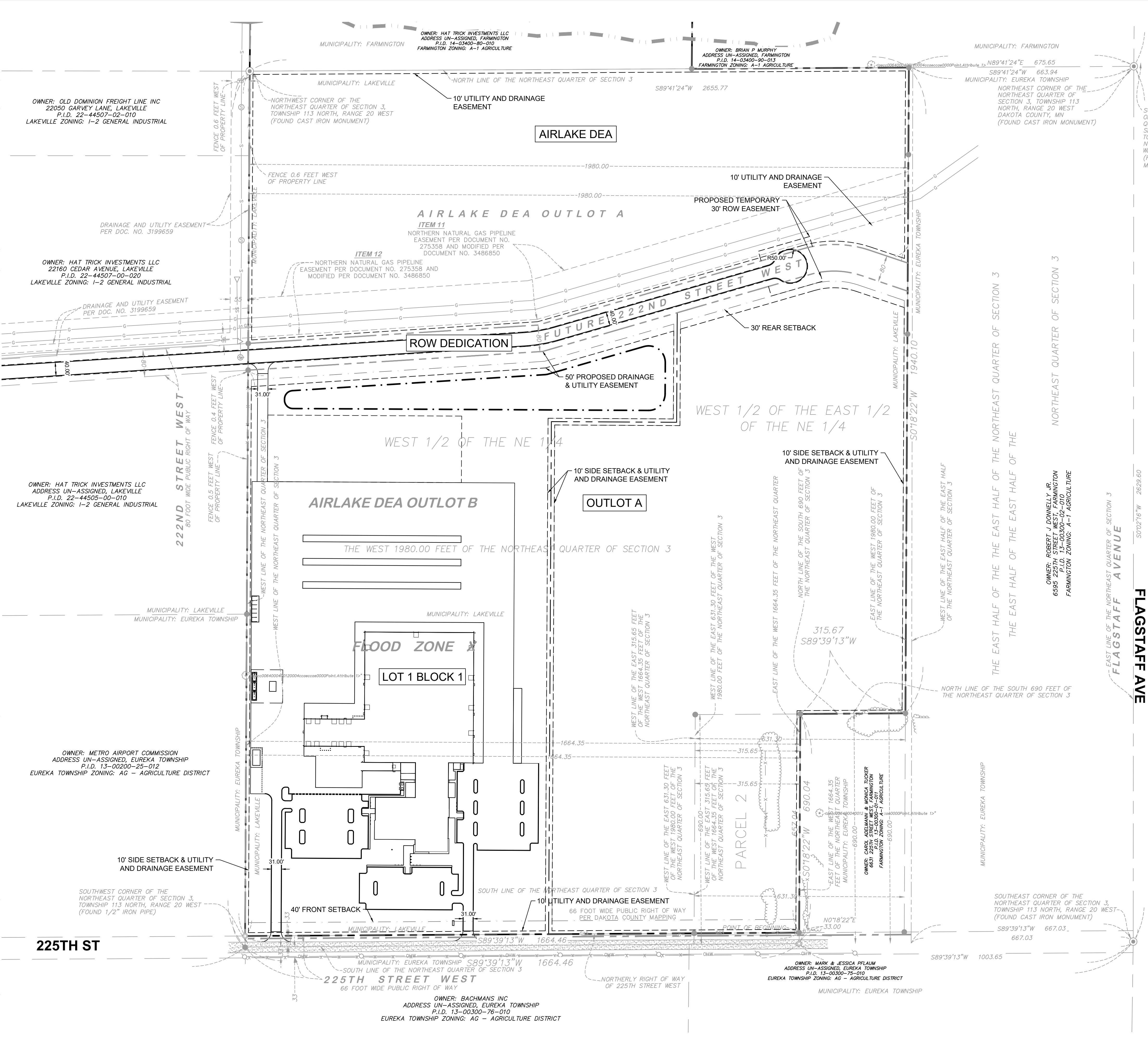
City of Lakeville
Location Map
Airlake DEA 2nd Add
Preliminary Plat

EXHIBIT A



City of Lakeville
Zoning Map
Airlake DEA 2nd Add
Preliminary Plat
EXHIBIT B

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DEVELOPMENT PARCEL LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, assumed bearing, along the south line of said Northeast Quarter, a distance of 1003.65 feet to the east line of the West 1664.35 feet of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East along said east line of the West 1664.35 feet of said Northeast Quarter, a distance of 33.00 feet to the northerly right of way line of 225th Street West and the point of beginning of said parcel to be described; thence South 89 degrees 39 minutes 13 seconds West along said northerly right of way line of 225th Street West, a distance of 1664.46 feet to the west line of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East, along said west line of said Northeast Quarter, a distance of 1700.08 feet; thence North 86 degrees 21 minutes 53 seconds East, a distance of 886.88 feet; thence North 73 degrees 56 minutes 15 seconds East, a distance of 1141.48 feet to the east line of the West 1980.00 feet of said Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, along said east line of the West 1980.00 feet of said Northeast Quarter, a distance of 1403.13 feet to the north line of the South 690.00 feet of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, along said north line of the South 690.00 feet of the Northeast Quarter, a distance of 315.67 feet to the east line of the West 1664.35 feet of the Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, a distance of 657.04 feet to said northerly right of way line of 225th Street West and to the point of beginning.

Containing 3,406,316 square feet or 78.20 acres, more or less.

Abstract Property

LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED CURB AND GUTTER

PROPERTY SUMMARY	
AIRLAKE DEA	±31.75 AC
AIRLAKE DEA LOT 1 BLOCK 1	±38.50 AC
OUTLOT A	±39.35 AC
ROW DEDICATION	±4.98 AC
TOTAL AREA	±114.58 AC
ZONING SUMMARY	
EXISTING ZONING	I-2 GENERAL INDUSTRIAL
PROPOSED ZONING	I-2 GENERAL INDUSTRIAL

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

Kimley»Horn

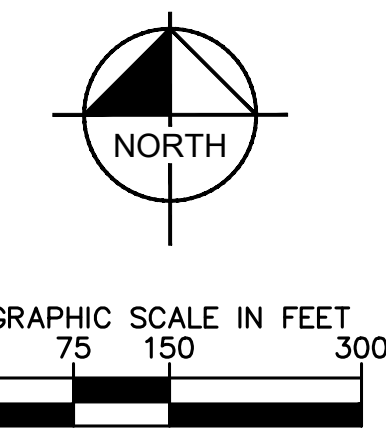
PREPARED BY: BRIAN M. WURDEMAN, P.E.
11995 SINGLETREE LN, SUITE 225
EDEN PRAIRIE, MN 55344
TELEPHONE: (612) 315-1272

DEVELOPER
COOPERATIVE BUILDING SOLUTIONS



77 WESTPORT PLAZA, SUITE 250
ST. LOUIS, MO 63146
TELEPHONE: (314) 744-2277
CONTACT: TIM MASA

SURVEYOR
EGAN, FIELD AND NOWAK, INC.
475 OLD HIGHWAY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TELEPHONE: (612) 466-3300
CONTACT: ERIC ROESER

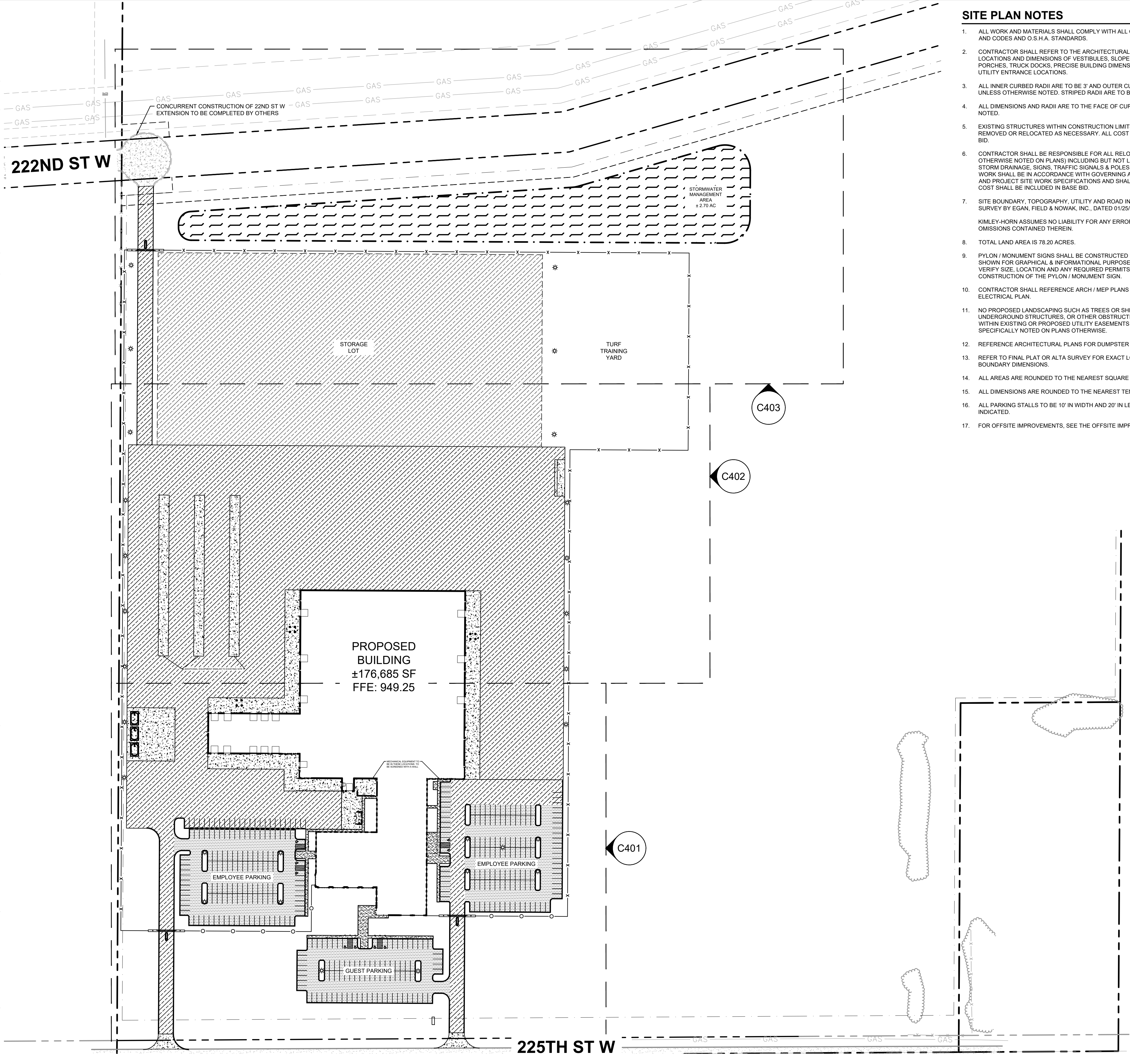


PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC - LAKEVILLE		PREPARED FOR		COOPERATIVE BUILDING SOLUTIONS		LAKEVILLE MN		SHEET NUMBER		EX-2					
PRELIMINARY PLAT - AIRLAKE DEA 2ND ADDITION								KHA PROJECT		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.					
								16126700		DATE		02/06/2025		SCALE AS SHOWN	
								DESIGNED BY		CGM		DRAWN BY		MOB	
								CHECKED BY		BMW		DATE		02/06/2025	
© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344 PHONE: 612-315-1272 WWW.KIMLEY-HORN.COM								BRIAN M. WURDEMAN, P.E.		MN					
								DATE		02/06/2025		LIC. NO.		53113	
								REVISIONS		DATE		BY			
								No.							
Kimley»Horn															

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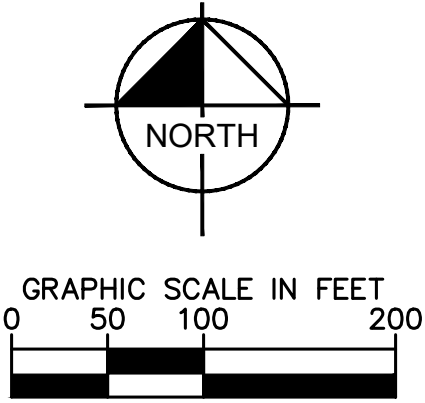
SITE PLAN NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL INNER CURBED RADII ARE TO BE 3' AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY EGAN, FIELD & NOWAK, INC., DATED 01/25/2021.
KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
- TOTAL LAND AREA IS 78.20 ACRES.
- PYLON / MONUMENT SIGNS SHALL BE CONSTRUCTED BY OTHERS. SIGNS ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIZE, LOCATION AND ANY REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE PYLON / MONUMENT SIGN.
- CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
- NO PROPOSED LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
- REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
- REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
- ALL PARKING STALLS TO BE 10' IN WIDTH AND 20' IN LENGTH UNLESS OTHERWISE INDICATED.
- FOR OFFSITE IMPROVEMENTS, SEE THE OFFSITE IMPROVEMENTS PLANS.

LEGEND

- PROPERTY LINE
- PROPOSED SECURITY FENCE
- 8" TALL PROPOSED FENCE - 7" GALVANIZED CHAIN LINK W/ 1' BARBED WIRE. PROPOSED ORNAMENTAL FENCE B.O.D AMERISTAR
- SETBACK LINE
- RETAINING WALL
- PROPOSED CURB AND GUTTER
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED CONCRETE SIDEWALK

PROPERTY SUMMARY	
DAKOTA ELECTRIC - LAKEVILLE	
TOTAL PROPERTY AREA	78.20 AC
EXISTING PERVIOUS AREA	78.20 AC
PROPOSED IMPERVIOUS AREA	25.98 AC
PROPOSED PERVIOUS AREA	52.22 AC
ZONING SUMMARY	
EXISTING ZONING	I-2 GENERAL INDUSTRIAL
PROPOSED ZONING	I-2 GENERAL INDUSTRIAL
BUILDING SETBACKS	FRONT = 40' SIDE = 10' REAR = 30'
BUILDING DATA SUMMARY	
PARKING	
REQUIRED PARKING (WAREHOUSE / OFFICE)	357 SPACES
TOTAL PROPOSED PARKING	374 SPACES
ADA STALLS REQ'D / PROVIDED	8 STALLS / 9 STALLS



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -
LAKEVILLE
PREPARED FOR
COOPERATIVE
BUILDING SOLUTIONS
LAKEVILLE MN

OVERALL SITE
PLAN

I HEREBY CERTIFY THAT THIS PLAN
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THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

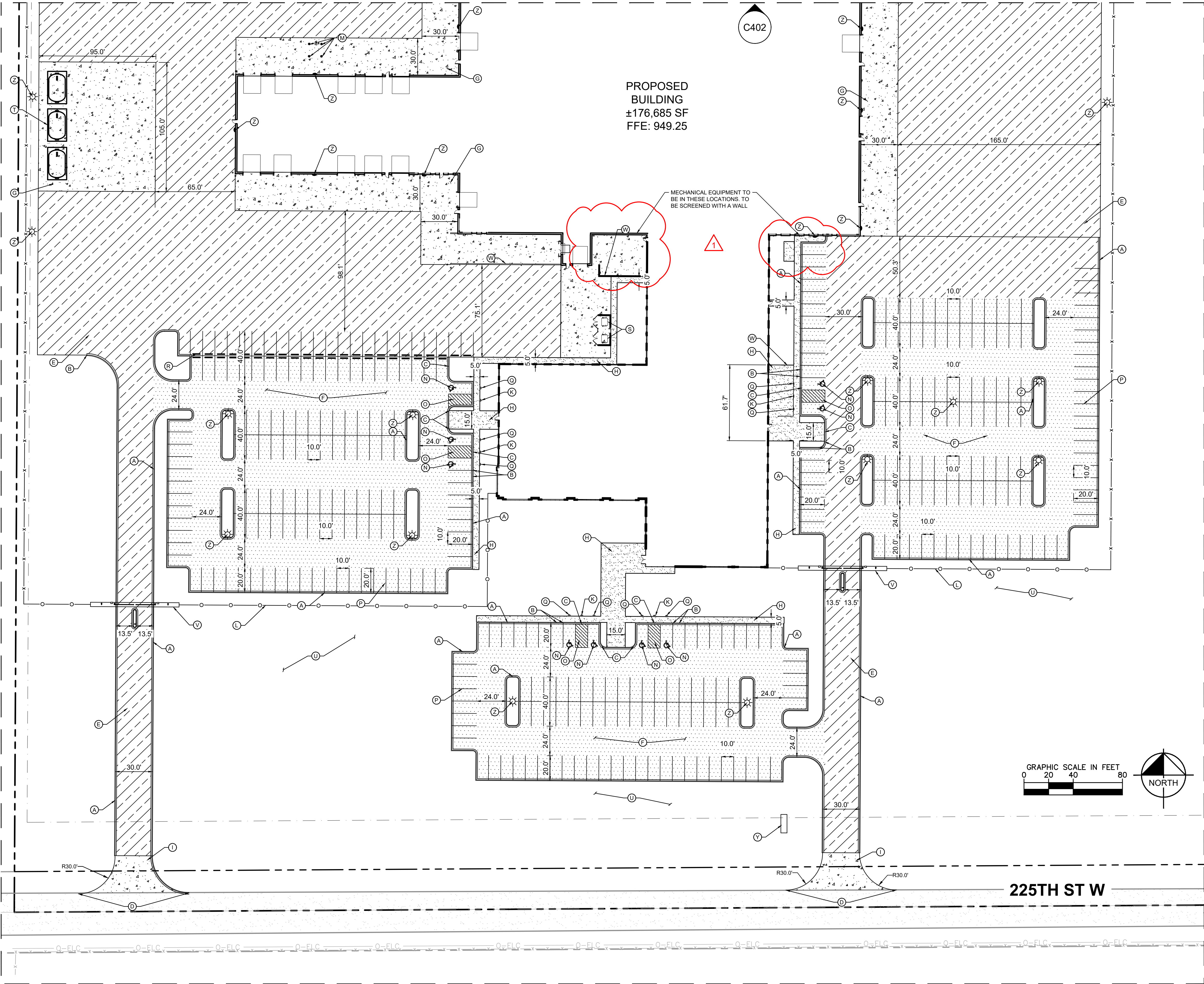
BRIAN M. WURDEMAN, P.E.
MN
DATE: 12/20/2024 L.C. NO. 53113

Kimley»Horn

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CITY COMMENTS	
01/20/2025	BMW
No.	DATE
REVISIONS	
	BY

SHEET NUMBER
C400



- LEGEND**
- PROPERTY LINE
 - 8' TALL PROPOSED FENCE - 7' GALVANIZED CHAIN LINK W/ 1 BARBED WIRE.
 - PROPOSED ORNAMENTAL FENCE B.O.D. AMERISTAR
 - SETBACK LINE
 - RETAINING WALL
 - PROPOSED CURB AND GUTTER
 - PROPOSED HEAVY DUTY ASPHALT
 - PROPOSED STANDARD DUTY ASPHALT
 - PROPOSED CONCRETE PAVEMENT
 - PROPOSED STORMWATER MANAGEMENT AREA
 - PROPOSED CONCRETE SIDEWALK

- KEYNOTE LEGEND**
- (A) B618 CONCRETE CURB & GUTTER (TYP.) SEE DETAIL SHEET C410
 - (B) CURB TRANSITION FROM 6" TO FLUSH (SEE GRADING PLAN) SEE DETAIL SHEET C411
 - (C) FLUSH CURB AND WALK
 - (D) MATCH EXISTING EDGE OF PAVEMENT / CURB AND GUTTER
 - (E) HEAVY DUTY ASPHALT - SEE DETAIL SHEET C411
 - (F) STANDARD DUTY ASPHALT - SEE DETAIL SHEET C411
 - (G) CONCRETE PAVEMENT - SEE DETAIL SHEET C411
 - (H) CONCRETE SIDEWALK - SEE DETAIL SHEET C411
 - (I) CONCRETE DRIVEWAY APRON - SEE DETAIL SHEET C410
 - (J) GRAVEL PAVEMENT - SEE DETAIL SHEET C411
 - (K) NO PARKING SIGN- SEE DETAIL SHEET C411
 - (L) SECURITY FENCE - CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION
 - (M) 6" CONCRETE FILLED PIPE BOLLARD - SEE DETAIL SHEET C411
 - (N) ACCESSIBLE PARKING AREA - SEE DETAIL SHEET C411
 - (O) AREA STRIPED WITH 4" WHITE SOLID LINES @ 45° 2' O.C.
 - (P) 4" WIDE PAINTED WHITE SOLID LINE, TYP.
 - (Q) ADA PARKING SIGN (TYP.) - SEE DETAIL SHEET C411
 - (R) CONCRETE WHEEL STOP - SEE DETAIL SHEET C411
 - (S) TRASH ENCLOSURE - BY OTHERS
 - (T) FUEL TANKS - BY OTHERS
 - (U) LANDSCAPE AREA - SEE LANDSCAPE PLAN SHEETS L100-L200
 - (V) SECURITY GATE - BY OTHERS
 - (W) RETAINING WALL / SCREEN WALL - REFER TO ARCHITECTURE PLANS
 - (X) TRAINING YARD - SEE LANDSCAPE PLAN SHEETS L100-L200
 - (Y) MONUMENT SIGN
 - (Z) LIGHT POLE / WALL PACK

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -
LAKEVILLE
PREPARED FOR
COOPERATIVE
BUILDING SOLUTIONS
LAKEVILLE MN

SITE PLAN
ENLARGEMENT

THESE CERTIFY THAT THIS PLAN
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

KHA PROJECT	161267000	DATE	12/20/2024	SCALE	AS SHOWN	DESIGNED BY	CGM	MOB	CHECKED BY	BMW
						BRIAN M. MURDEMAN, P.E.	MN		DATE	12/20/2024
									L.C. NO.	53113

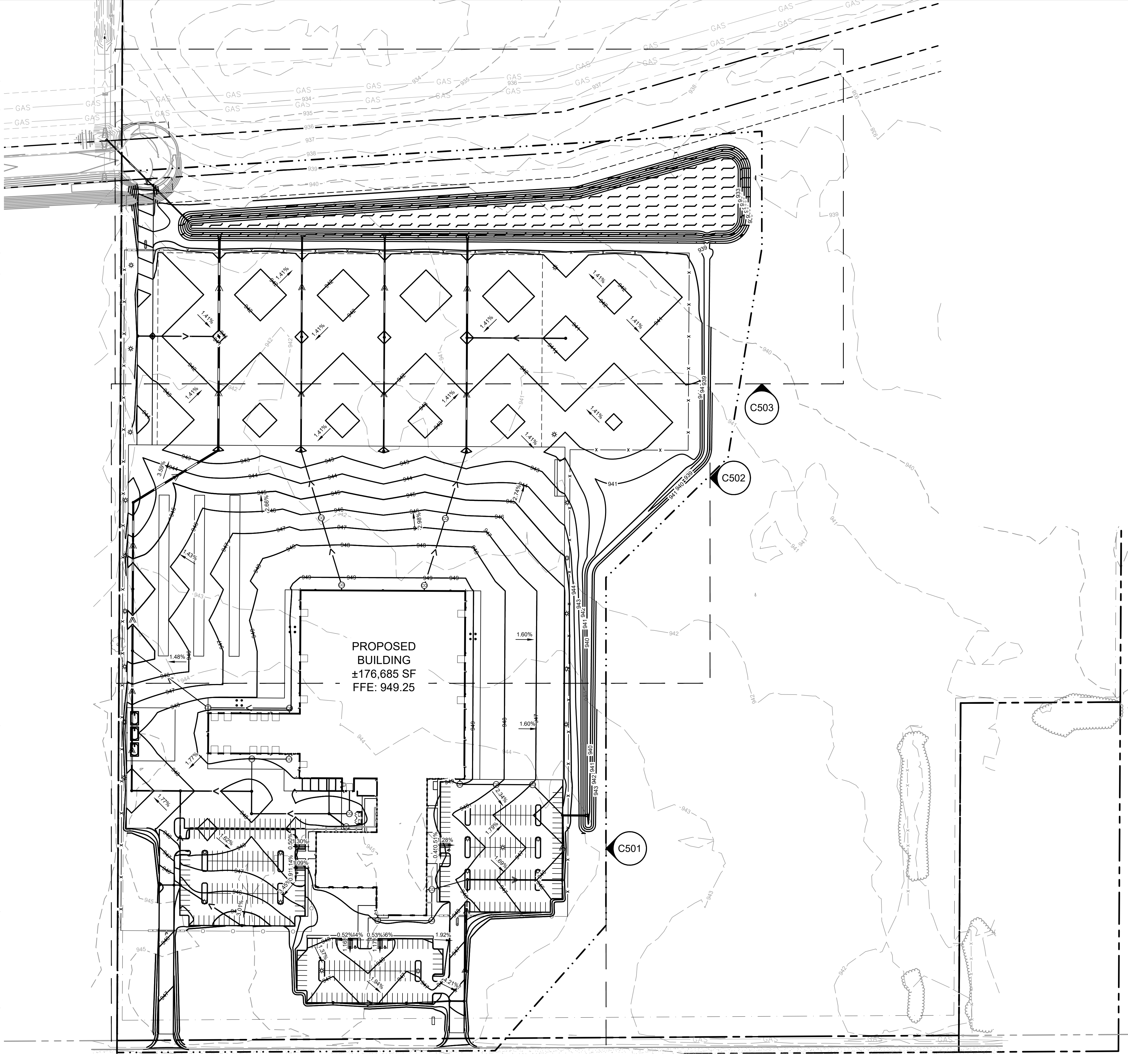
SHEET NUMBER
C401

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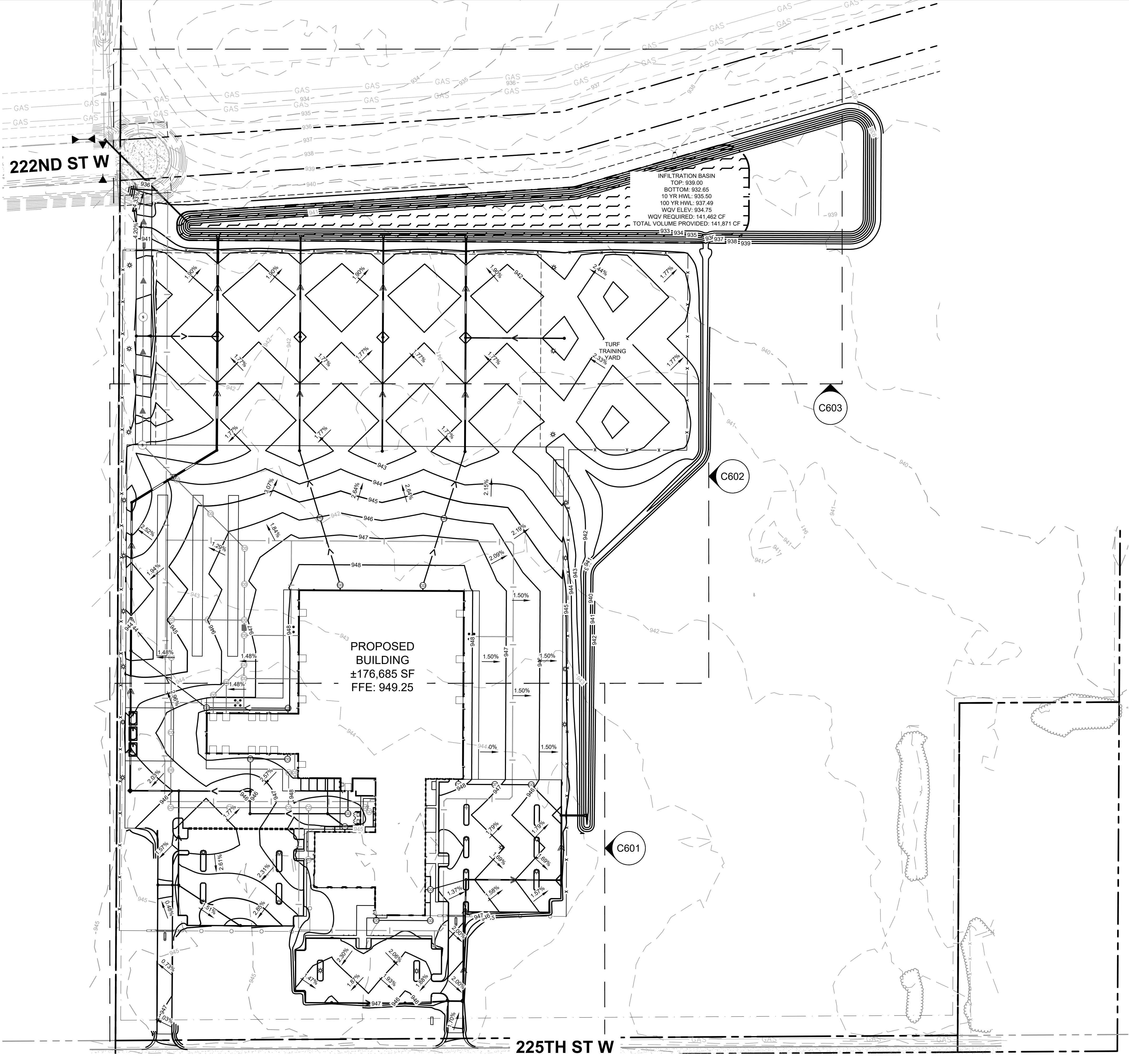
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GRAPHIC SCALE IN FEET

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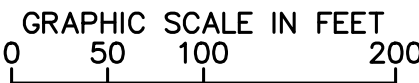
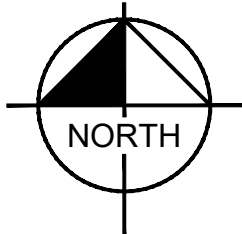


LEGEND

- PROPERTY LINE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER

GRADING PLAN NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKEVILLE, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
- CONTRACTOR TO CALL GOPHER STATE CALL ONE @ <1-800-252-1166> AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
- STORM SEWER PIPE SHALL BE AS FOLLOWS:
RCP PER ASTM C-76
HDPE: 8" - 10" PER AASHTO M-252
HDPE: 12" OR GREATER PER ASTM F-2306
PVC SCH. 40 PER ASTM D-1785
STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
HDPE PER ASTM 3212
PVC PER ASTM D-3034, JOINTS PER ASTM D-3212
- CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
- GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
- ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
- INSTALL A MINIMUM OF <4" CLASS 5> AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
- UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF <4" OF TOPSOIL>.
- ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
- GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2% . IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5% . IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
- MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
- CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS.
- ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION 946.33' OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
- ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
- ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
- MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -
LAKEVILLE
PREPARED FOR
COOPERATIVE
BUILDING SOLUTIONS
LAKEVILLE MN

OVERALL STORM
PLAN

KHA PROJECT	161267000
DATE	12/20/2024
SCALE	AS SHOWN
DESIGNED BY	CGM
DRAWN BY	MOB
CHECKED BY	BMW

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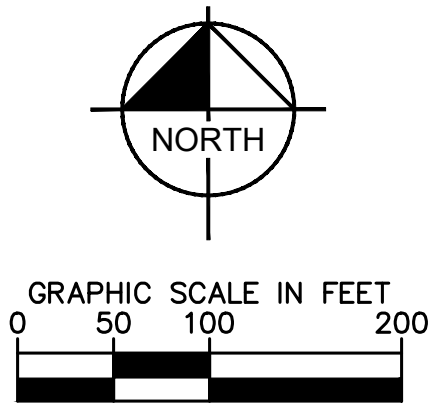
BRIAN M. WURDEMAN, P.E.
MN
DATE: 12/20/2024
LIC. NO. 93113

Kimley»Horn

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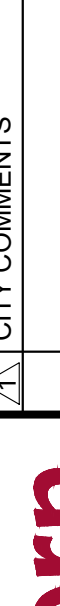
A CITY COMMENTS

01/20/2025	BMW
No.	Revisions
	DATE
	BY

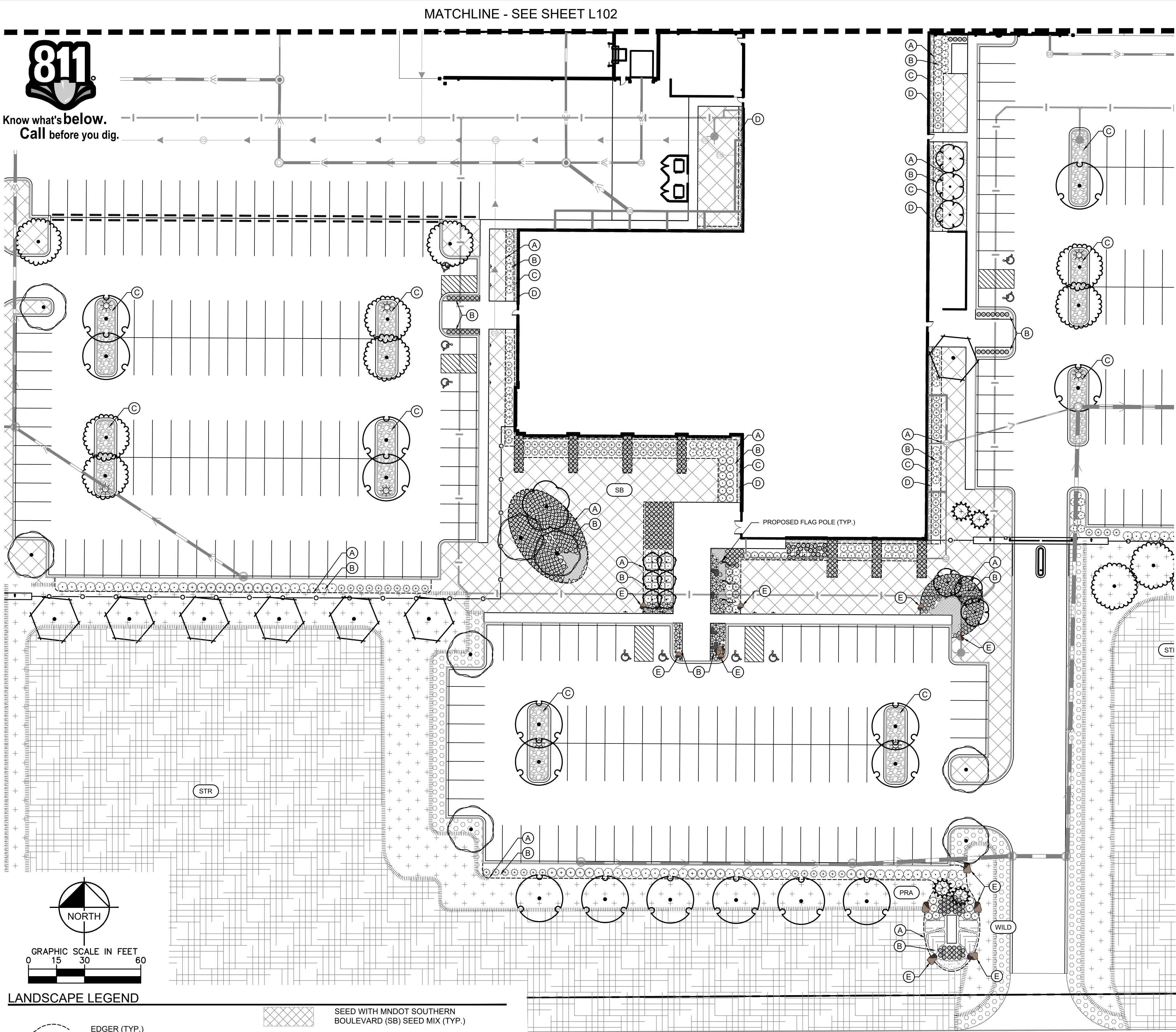


UTILITY PLAN NOTES

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
8" PVC SDR35 PER ASTM D-3034, FOR PIPES LESS THAN 12" DEEP
8" PVC SDR26 PER ASTM D-3034, FOR PIPES MORE THAN 12" DEEP
6" PVC SCHEDULE 40 PER ASTM D-1785
DUCTILE IRON PIPE PER AWWA C150
3. WATER LINES SHALL BE AS FOLLOWS:
6" AND LARGER, PVC C-900 PER ASTM D 2241
CLASS 200 UNDER COUNTY ROADS, OTHERWISE CLASS 150
4" AND LARGER DUCTILE IRON PIPE PER AWWA C150
SMALLER THAN 3" PIPING SHALL BE COPPER TUBE TYPE "K" PER
ANSI B16.22 OR PVC, 200 P.S.I., PER ASTM D1784 AND D2241.
4. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
5. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT LITE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
6. ALL UTILITIES SHALL BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE).
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATERLINES.
8. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES, OR ANY OBSTRUCTION (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE SCH. 40 OR C900 WITH MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI A21.11 (AWWA C-151) (CLASS 50).
9. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10. TOPS OF MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVING ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS, IN GREEN AREAS, WITH WATERTIGHT LIDS.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
12. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
13. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF LAKEVILLE AND/OR STATE OF MN WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
15. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
16. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
17. CONTRACTOR MUST COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
18. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
19. BACKFLOW DEVICES (DDCV AND PR2 ASSEMBLIES) AND METERS ARE LOCATED IN THE INTERIOR OF THE BUILDING. REF. ARCH / MEP PLANS.
20. ALL ONSITE WATERMAINS AND SANITARY SEWERS SHALL BE PRIVATELY OWNED AND MAINTAINED.
21. ALL WATERMAIN STUBOUTS SHALL BE MECHANICALLY RESTRAINED WITH REACTION BLOCKING.

DAKOTA ELECTRIC - LAKEVILLE PREPARED FOR COOPERATIVE BUILDING SOLUTIONS LAKEVILLE		OVERALL UTILITY PLAN		KHA PROJECT 161267000 DATE 12/20/2024 SCALE AS SHOWN DESIGNED BY CGM DRAWN BY MOB CHECKED BY BMW		I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. BRIAN N. WURDEMAN, P.E. DATE: 12/20/2024 MIN LIC. NO. 53113		 2024 KIMLEY-HORN AND ASSOCIATES, INC. 11995 SINGLETREE LN SUITE 228, EDEN PRAIRIE, MN 55344 PHONE: 612-315-1272 WWW.KIMLEY-HORN.COM		CITY COMMENTS		01/20/2025 BMW	
						No.		REVISIONS		DATE		BY	

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LANDSCAPE LEGEND

	EDGER (TYP.)		SEED WITH MNDOT SOUTHERN BOULEVARD (SB) SEED MIX (TYP.)
	APPROXIMATE LIMITS OF SEEDING / SEED ALL DISTURBED AREAS (TYP.)		SEED WITH MNDOT SOUTHWEST TALLGRASS ROADSIDE (STR) SEED MIX (TYP.)
	SEED EDGE (TYP.)		SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT GRASS PRAIRIE MIX (TYP.)
	ROCK MULCH (TYP.)		SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT PRAIRIE WILDFLOWER SEED MIX (TYP.)
	SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)		5' - 6' BOULDERS (TYP.)
			TRAP ROCK BOULDER PILE (TYP.) - SEE DETAIL

LANDSCAPE KEYNOTES

- (A) EDGER (TYP.)
- (B) DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- (C) ROCK MULCH (TYP.)
- (D) MAINTENANCE STRIP (TYP.)
- (E) 5' - 6' BOULDERS (TYP.)

SEEDING KEYNOTES

- (WD) SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)
- (SB) SEED WITH MNDOT SOUTHERN BOULEVARD (SB) SEED MIX (TYP.)
- (STR) SEED WITH MNDOT SOUTHWEST TALLGRASS ROADSIDE (STR) SEED MIX (TYP.)
- (PRA) SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT GRASS PRAIRIE MIX (TYP.)
- (WILD) SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT PRAIRIE WILDFLOWER SEED MIX (TYP.)

PLANT KEY

SYMBOL	CODE	COMMON NAME	BOTANICAL NAME
CONIFEROUS TREES			
	ERC	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA
	NWS	NORWAY SPRUCE	PICEA ABIES
	SSP	ALGONQUIN PILLAR SWISS STONE PINE	PINUS CEMBRA 'ALGONQUIN PILLAR'
	WHP	WHITE PINE	PINUS ALBA
ORNAMENTAL TREES			
	DPB	DAKOTA PINNACLE® BIRCH	BETULA PLATYPHYLLA 'FARGO'
	QUA	QUAKING ASPEN	POPULUS TREMULOIDES
OVERSTORY TREES			
	BRO	BUR OAK	QUERCUS MACROCARPA
	ELM	PRINCETON AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'
	GSL	GREENSPIRE™ LINDEN	TILIA CORDATA 'PNI 6025'
	GYM	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS 'ESPRESSO'
	NRO	NORTHERN RED OAK	QUERCUS RUBRA
CONIFEROUS SHRUBS			
	SCJ	SCANDIA JUNIPER	JUNIPERUS SABINA 'SCANDIA'
	SGJ	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'
	SPJ	SPARTAN JUNIPER	JUNIPERUS CHINENSIS 'SPARTAN'
DECIDUOUS SHRUBS			
	BLC	IROQUOIS BEAUTY BLACK CHOKEBERRY	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'
	COR B23	FIRE DANCE™ DOGWOOD	CORNUS SERICEA 'BAILADELINE'
	CSS	CUTLEAF STAGHORN SUMAC	RHUS TYPHINA 'DISSECTA'
	FLW	FLAME WILLOW	SALIX X 'FLAME'
	GDW	GRAY DOGWOOD	CORNUS RACEMOSA
	GRO	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'
	LDN	LITTLE DEVIL™ DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'
ORNAMENTAL GRASSES			
	BBB	BLACKHAWKS BIG BLUESTEM	ANDROPOGON GERARDII 'BLACKHAWKS'
	LBS	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
	PDS	PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS
	SWG	SWITCH GRASS	PANICUM VIRGATUM
PERENNIALS			
	BEE	BEE-YOU™ BEE-MERRY BEE BALM	MONARDA X 'BEE-MERRY'
	MOO	MILLENNIUM ORNAMENTAL ONION	ALLIUM X 'MILLENNIUM'
	MSY	MOONSHINE YARROW	ACHILLEA X 'MOONSHINE'

SEE SHEET L104 FOR FULL SCHEDULE AND QUANTITIES

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -
LAKEVILLE
PREPARED FOR
COOPERATIVE
BUILDING SOLUTIONS
LAKEVILLE MN

LANDSCAPE PLAN
ENLARGEMENT

KHA PROJECT	161267000
DATE	12/20/2024
SCALE	AS SHOWN
DESIGNED BY	CFK
DRAWN BY	ATK
CHECKED BY	RAH

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND SCHEDULES WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

RYAN A. HYLLESTED RLA
DATE: 12/20/2024
LIC. NO. 53828

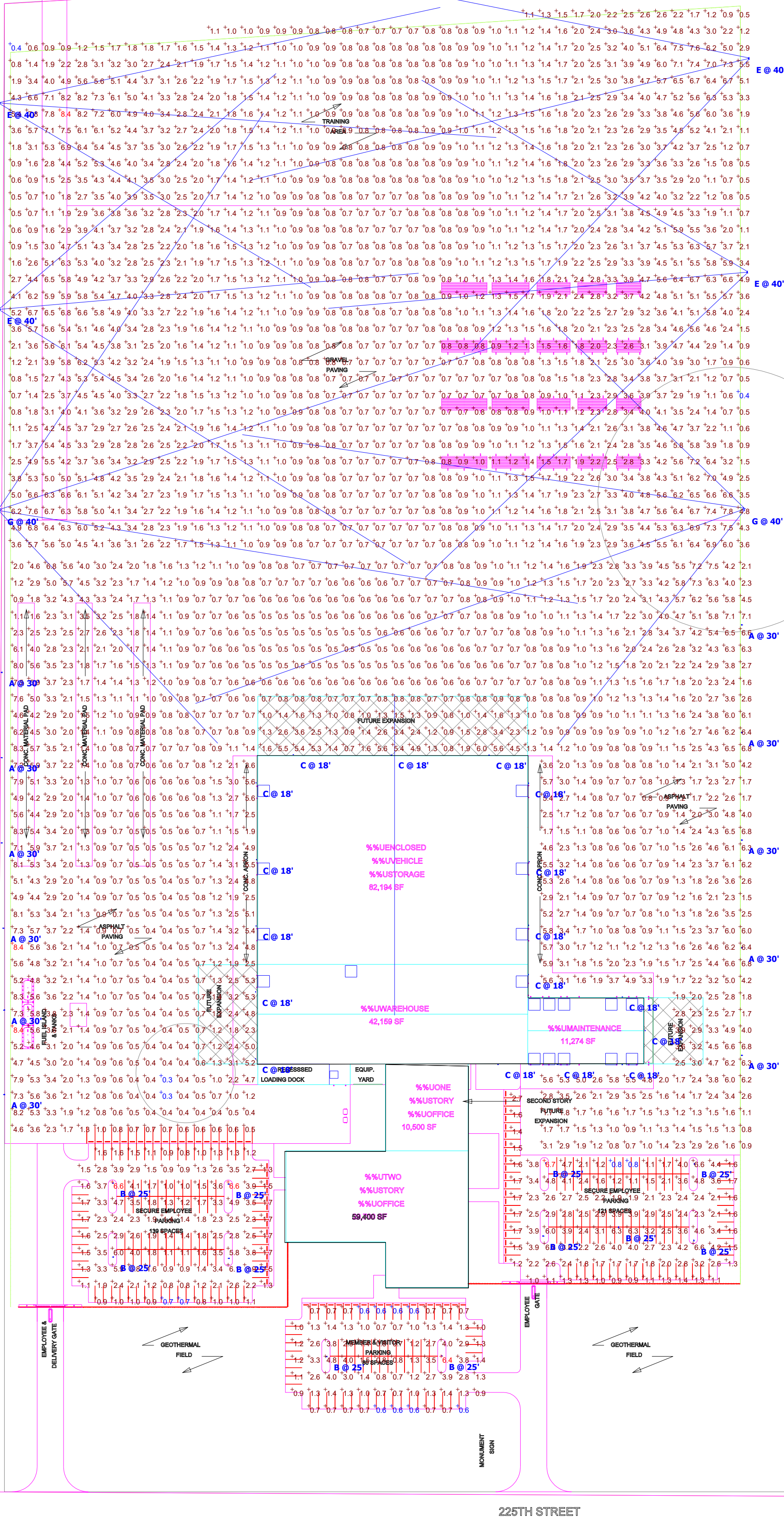
Kimley»Horn

2024 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LN SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

CITY COMMENTS	01/20/2025	BMW
No.	REVISIONS	DATE



FUTURE 222ND STREET



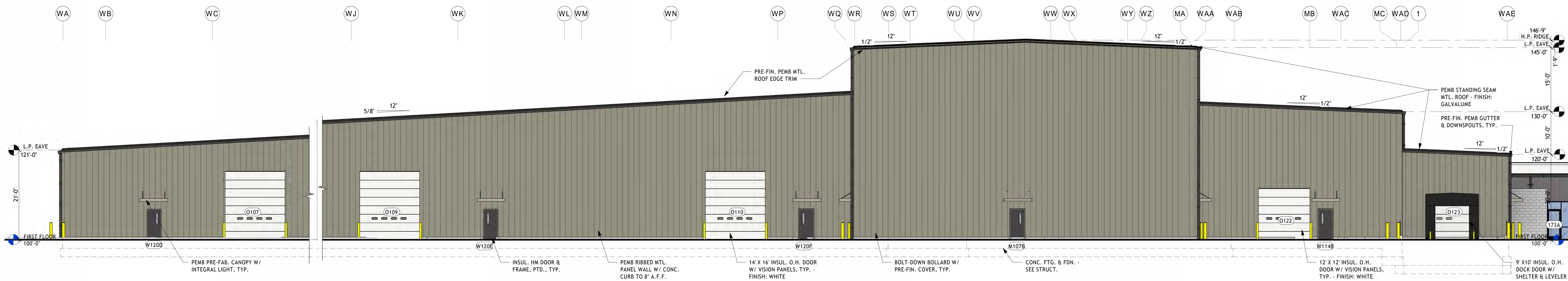
Schedule								
Symbol	Label	QTY	Catalog Number	Description	Filename	Lumens per Lamp	LLF	Wattage
	A	11	MRM-LED-SSL-SIL-4-40-70CRI		MRM-LED-SSL-SIL-4-40-70CRI.ies	54219	1	435
	B	11	MRS-LED-30L-SIL-SW-40-70CRI		MRS-LED-30L-SIL-SW-40-70CRI.ies	29991	1	209
	C	17	XWM-4-LED-21L-40		XWM-4-LED-21L-40.ies	20766	1	150
	E	4	SP-J21000W50D30N	LED	SP-J2-1000W50D 30in N_IESNA2002.IES	149241.3	1	2991.63
	G	2	SP-J21000W50D30N	LED	SP-J2-1000W50D 30in N_IESNA2002.IES	149241.3	1	3988.84

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	
HIGH MAST AREA	+	2.3 fc	8.4 fc	0.4 fc	21.0:1	5.8:1	
MEMBER & VISITOR PARKING	+	1.5 fc	6.4 fc	0.6 fc	10.7:1	2.5:1	
SECURE EMPLOYEE PARKING	+	2.2 fc	6.6 fc	0.7 fc	9.4:1	3.1:1	
SECURE EMPLOYEE PARKING 121 SPACING	+	2.6 fc	6.7 fc	0.8 fc	8.4:1	3.3:1	
ASPHALT PARKING	+	2.0 fc	8.4 fc	0.3 fc	28.0:1	6.7:1	

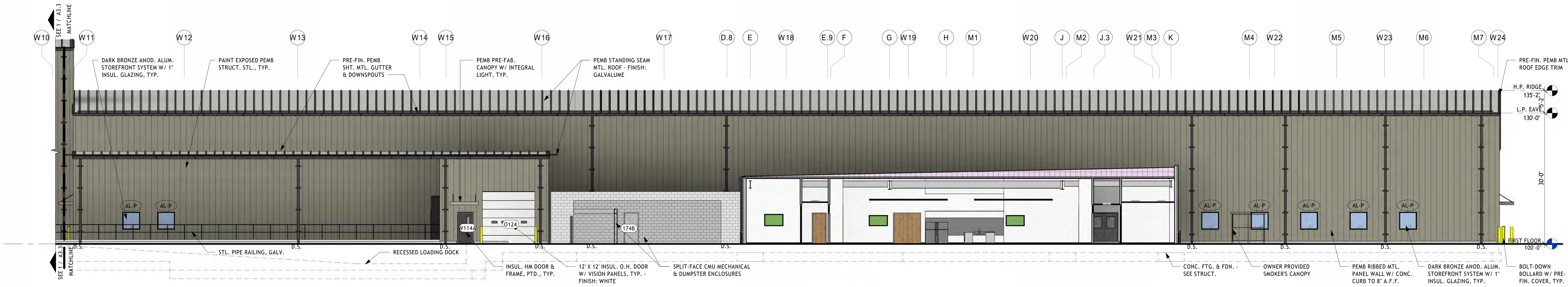
- Note**
1. MOUNTING HEIGHTS NOTED ON DRAWING
 2. CALCULATIONS TAKEN AT GROUND LEVEL
 3. LAYOUT IS AN ESTIMATE

Plan View
Scale - 1" = 100'

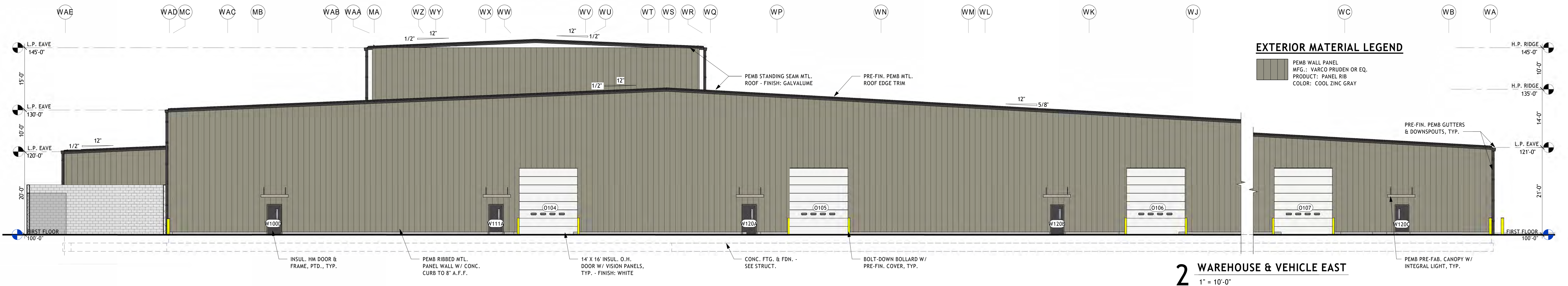




4 WAREHOUSE & VEHICLE WEST
1" = 10'-0"



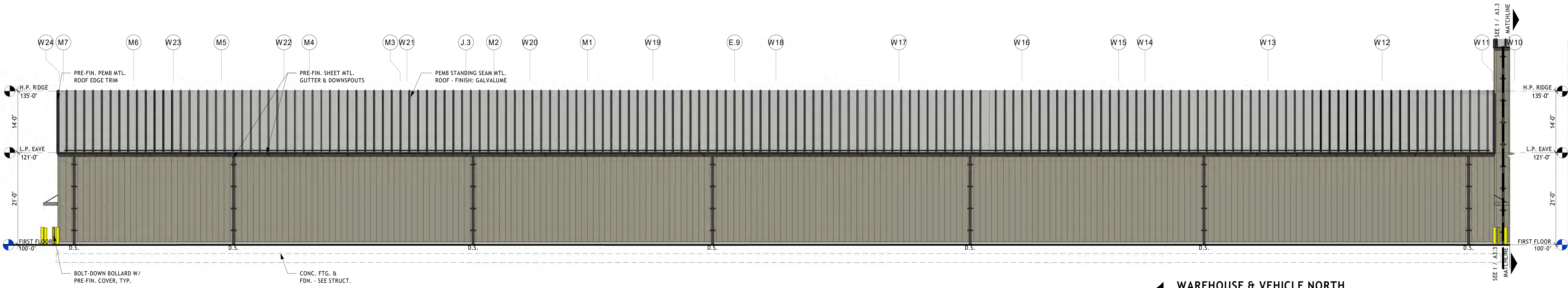
2 WAREHOUSE & VEHICLE SOUTH
1" = 10'-0"



2 WAREHOUSE & VEHICLE EAST
1" = 10'-0"

EXTERIOR MATERIAL LEGEND

PEMB WALL PANEL
MFG.: VARCO PRUDEN OR EQ.
PRODUCT: PANEL RIB
COLOR: COOL ZINC GRAY



1 WAREHOUSE & VEHICLE NORTH
1" = 10'-0"

EXTERIOR MATERIAL LEGEND

PEMB WALL PANEL
MFG.: VARCO PRUDEN OR EQ.
PRODUCT: PANEL RIB
COLOR: COOL ZINC GRAY

