



AGENDA CITY COUNCIL MEETING

March 17, 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: 271 988 463 364** or by calling **Toll Number 1-323-433-2142; Conference ID: 815 799 765#**. 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. Proclamation recognizing Kilo the K9 on his retirement and honoring Sergeant Tom Danielson for his service
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 03/03/2025 City Council Meeting
 - c. Resolution Approving Active Transportation Program Grant Agreement With the Minnesota Department of Transportation for 185th Street Expansion Between Kenwood Trail and Ipava Avenue
 - d. Acceptance of Donation from Mona and Phil Bachman to the Lakeville Fire Department
 - e. Antlers Park Landscape Services Contract with Jeff Reisinger Lawn Service, Inc.
 - f. Park Mowing & Landscape Services Contract with VonBank Lawn Care, Inc.
 - g. Resolution Calling a Public Hearing on Proposed Assessments for City Improvement Project 25-02
 - h. 2025 Miscellaneous Improvements Project Award of Construction Contract
 - i. Resolution Authorizing Continued Participation in the Dakota County Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant Entitlement Programs for Fiscal Years 2026 through 2028

City Council Meeting Agenda
March 17, 2025

Page 2

- j. Agreement with Seal King for Trail Crack Sealing
 - k. Approval of Local Affordable Housing Aid Agreement
 - l. Airlake DEA Final Plat
 - m. Contract for Right of Way and Parks Tree Planting Services
 - n. Contract for 2025 Spring Park Tree Planting Services
 - o. Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication
 - p. Resolution Appointing Members to Advisory Boards, Committees, and Commissions
 - q. Resolutions Approving Changes to the Lakeville Area Arts Center Advisory Board and the Parks, Recreation and Natural Resources Advisory Committee
 - r. Resolution Amending the 2024 General Fund Budget
7. Action Items
- a. Marketplace at Cedar Preliminary Plat and Conditional Use Permit
 - b. Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$22,250,000 General Obligation Bonds, Series 2025A
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Work Session March, 24, 2025
 - b. Next City Council Meeting April 7, 2025
11. Adjourn



Date: 3/17/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325440- 325523	\$933,125.83
ACH/EFT	19998- 20139	\$2,232,654.20
Total		\$3,165,780.03

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. 03.11.25CKSUM-Checks
2. 03.11.25CKSUM-ACH-EFT
3. Check Register 03.11.25 for Mar 17, 2025 Council Mtg - Checks
4. Check Register 03.11.25 for Mar 17, 2025 Council Mtg - ACH-EFT

Financial Impact: \$3,165,780.03 **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	168,686.27
2000 COMMUNICATIONS FUND	446.14
3315 2011 "A" IMPROVE BONDS	325.00
4000 BUILDING FUND	5,456.00
4100 EQUIPMENT FUND	149,620.19
4125 TECHNOLOGY FUND	6,600.00
4720 2024 A PARK BONDS	183.35
7450 ENVIRONMENTAL RESOURCES FUND	8,324.52
7575 STREET LIGHTING FUND	16,365.57
7600 WATER FUND	83,090.28
7700 SEWER FUND	733.77
7800 LIQUOR FUND	198,038.74
7900 MUNICIPAL RESERVES FUND	295,256.00
Report Total:	933,125.83

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	265,120.37
2000 COMMUNICATIONS FUND	194.96
4000 BUILDING FUND	84,598.30
4125 TECHNOLOGY FUND	12,315.17
4720 2024 A PARK BONDS	2,567.86
5200 STATE AID CONSTRUCTION FUND	6,547.75
5600 SANITARY SEWER TRUNK FUND	4,647.00
6589 22-24 AIRLAKE 70 IMPROVEMENT	224,638.84
6595 24-02 STREET RECONSTRUCTION	58,760.75
6597 2025 STREET PROJECTS	79,849.25
7450 ENVIRONMENTAL RESOURCES FUND	13,253.50
7550 UTILITY FISCAL ADMINISTRATION	438.75
7600 WATER FUND	36,145.65
7700 SEWER FUND	6,925.16
7800 LIQUOR FUND	478,497.84
8910 ESCROW - DCA/SECTION 125	3,817.46
8970 LAKEVILLE ARENAS - OPERATIONS	178.48
9800 PAYROLL CLEARING FUND	954,157.11
Report Total:	2,232,654.20



MINUTES CITY COUNCIL MEETING

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

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

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

2. Roll Call

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

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

3. Citizen Comments

Jeff Carvell, 17656 Fairfax, addressed the City Council about the wetland on the North Creek development plan.

4. Additional agenda information

None

5. Presentations/Introductions

a. Park and Recreation Quarterly Report

Park and Recreation Director Joe Masiarchin provided the quarterly report.

6. Consent Agenda

Councilmember Lee asked to pull item 6R: Encroachment Agreement with Lesnau for Private Improvements on Public Property, from the Consent Agenda for discussion.

Motion was made by Wolter, seconded by Volk, to approve the consent agenda as amended:

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

a. Check Register Summary

b. Minutes of the 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**
- 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)**
- 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

- r. Encroachment Agreement with Lesnau for Private Improvements on Public Property**

Councilmember Lee pulled this item from the consent agenda to discuss the request before the City Council.

Michael Lesnau, 18900 Orchard Trail, requests approval to install a privately owned and maintained dock on public property. Staff confirmed that 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.

The City Council asked questions about the residential lot lines. Staff confirmed that the property does touch water in the northwest corner.

Motion was made by Wolter, seconded by Bermel, to approve the encroachment

agreement with Michael Lesnau for private improvements on public property.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

a. Consider a Preliminary Plat for Airlake DEA 2nd Addition

Connor McKoy with the Dakota Electric Association (DEA) presented the request for a Preliminary Plat Airlake DEA 2nd Addition.

Community Development Director provided the staff report. The DEA plans to relocate their 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 east of Cedar Avenue (CSAH 23) and north of 225th Street.

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.

Motion was made by Bermel, seconded by Lee, to approve a resolution for the preliminary plat of Airlake DEA 2nd Addition.

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next City Council Meeting March 17, 2025

b. Next Work Session Meeting March 24, 2025

11. Adjourn

Motion was made by Volk, seconded by Bermel, to adjourn at 6:34 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 3/17/2025

**Resolution Approving Active Transportation Program Grant Agreement
With the Minnesota Department of Transportation for
185th Street Expansion Between Kenwood Trail and Ipava Avenue**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving an Active Transportation Program Grant Agreement with the Minnesota Department of Transportation for the expansion of 185th Street between Kenwood Trail and Ipava Avenue, City Project 25-04.

Overview

The City was awarded a Safe Routes to School (SRTS) Grant in the amount of \$615,053.10 for the 185th Street Expansion between Kenwood Trail and Ipava Avenue, City Project 25-04. SRTS Grants provide funding to construct trails and Americans with Disabilities Act (ADA) facilities designed to improve access and the safety of students walking and bicycling to and from school, and people driving along school routes. City Project 25-04 includes off-street multiuse trails along both sides of 185th Street and crossing enhancements at the Ipava Avenue intersection. City Project 25-04 is programmed for 2025 construction in the City's adopted 2025-2029 Capital Improvement Plan.

The Active Transportation Program Grant Agreement establishes City and Minnesota Department of Transportation (MnDOT) project responsibilities and cost participation. The total estimated Active Transportation Program Grant amount is \$615,053.10; there is no local match requirement. The SRTS Grant funds will be applied to the project costs and reduce expenditures from the Park Dedication Fund.

Supporting Information

1. 2025.03.17 SRTS Agmt (188-020-033 & 019-660-010)

Financial Impact: \$615,053.10 Budgeted: Yes Source: Safe Routes to School Grant Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Zach Johnson, City Engineer
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**STATE OF MINNESOTA
SAFE ROUTES TO SCHOOL PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Contact Person/Title: Jon Nelson, Assistant City Engineer

RECITALS

1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.40. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$615,053.10**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese, Programs Engineer
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Zach Johnson, City Engineer
20195 Holyoke Avenue
Lakeville, MN 55044
Office: 952-985-4501
zjohnson@lakevillemn.gov

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Luke M. Hellier, Mayor

Date: March 17, 2025

By: _____

Title: Ann Orlofsky, City Clerk

Date: March 17, 2025

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager

(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A
SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with SRTS	
2023 SRTS General Fund Grant SAAS Acct 412	\$615,053.10	General Fund Grant	
Other:		Funds:	
		Construction of multi-use trail improvements	\$615,053.10
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$615,053.10	Subtotal	\$615,053.10
Public Entity Funds:		Items paid for with Non-	
Matching Funds		SRTS General Fund	
Local Match	\$7,642,447.82	Grant Funds:	
Other:		Roadway, storm sewer & utility improvements (reconstruct & widen 185 th Street)	\$7,642,447.82
	\$		\$
	\$		\$
	\$		
Subtotal	\$7,642,447.82	Subtotal	\$7,642,447.82
TOTAL FUNDS	\$8,257,500.92	= TOTAL PROJECT COSTS	\$8,257,500.92

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application

I. Project Information

A. Applicant Information

Name	Zach Johnson
Agency Name	City of Lakeville Public Works - Engineering Division
Job Title/Position	City Engineer
Phone	(952) 985-4501
Email	zjohnson@lakevillemn.gov
Agency Type	State Aid City
Address	20195 Holyoke Avenue Lakeville, MN 55044
County	Dakota
MnDOT District	Metro District

B. Lead Agency Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a school or school district? If yes, you are required to have a county sponsor.

No, I am not a township, non-state aid city, or a school or school district

C. Project Funding

SRTS Request	704500
Federal Funds	0
County State Aid Funds	96932
Municipal State Aid Funds	0
Local Township Funds	0

Local City Funds	79308
Local County Funds	0
MnDOT Trunk Highway Funds	0
Tribal Funds	0
Other Funds	0
Total project cost	880740
Are funds from all sources committed?	Yes

D. Brief Project Description

Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.

Complete the multi-use trail system along 185th Street (CSAH 60) between Kenwood Trail (CSAH 50) and Ipava Avenue near Century Middle School in Lakeville by constructing a shared use path along the north and south side where today there are no sidewalks or bike facilities.

E. Project Location

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?

Yes

If yes, list all public entities that are a part of this project. An entity should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.

Dakota County

Beginning Point - Latitude

44.681333

Beginning Point - Longitude

-93.276277

F. Funding Sources

Has this project been selected for federal funding?

No

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-SRTS eligible costs, as well as SRTS-eligible items in excess of the SRTS Infrastructure grant amount. The applicant understands this eligibility requirement and has executed this document for attachment to the application.	Yes
Township, non-state aid city, and school or school district applicants will need a state aid city or county to serve as their lead agency project sponsor. If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring county or state aid city agreeing to serve as a sponsor and to support the project by performing tasks identified above in section “Lead Agency Sponsor”. The applicant understands this eligibility requirement and has obtained this document for attachment to the application.	Not applicable (application is from a state aid city, county, or tribe)
The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant or lead agency sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this document from all impacted entities for attachment to the application.	Yes
Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years

Projects are required to be ready for construction in 2024 or 2025. The applicant understands this eligibility requirement and will award a contract and be under construction by December 15, 2025.	Yes
Please select the anticipated construction year	2025
Safe Routes to School Infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this document for attachment to the application.	Not applicable (the proposed project does not have trunk highway impacts)
Applicants for Safe Routes to School infrastructure funds must have adopted subdivision regulations that require Safe Routes to School infrastructure in developments authorized on or after June 1, 2016. The applicant understands this eligibility requirement and can attach proof of compliance via ordinance or other language that demonstrates how it is applied to the application.	Yes
Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.	Yes

Safe Routes to School funds cannot be used to pay school, local agency, or federally recognized Indian Tribe staff time to construct or install any improvements. School, local agency, or federally recognized Indian Tribe staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

H. Project Evaluation

Name	Paul Oehme
Job Title / Role	Public Works Director
Email	poehme@lakevillemn.gov
Phone	952-985-2701

II. Project Improvements & Safety

I. School Information

School 1: School Name	Century Middle School
School 2: School Name	Eastview Elementary School
School 1: School Location	18610 Ipava Ave, Lakeville, MN 55044
School 2: School Location	18060 Ipava Ave, Lakeville, MN 55044
School 1: Grades Available	6, 7, 8
School 2: Grades Available	K-5
School 1: Number of Students Enrolled	956
School 2: Number of Students Enrolled	711

J. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?	Yes
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Check any that apply below:	Pedestrians walk along the grass or ditch. People walk or bike within a vehicle travel lane or roadway People cross a roadway at any point other than an intersection or marked crossing
Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	High vehicle speeds High levels of traffic Low stop or yield compliance for pedestrians or cyclists
Please use this space to more completely list and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.	Today, there are no sidewalks or bike facilities along most of 185th Street and non-motorized traffic must travel on the shoulder of the roadway, an A-Minor Arterial. The posted speed is 45 mph and vehicles are frequently observed traveling faster. Not only do current conditions present safety challenges, they also effectively prevent non-motorized access from the west to Century Middle School and Eastview Elementary School. The shoulders are wide but there are inherent safety risks without a dedicated space for non-motorized traffic. The shoulders are not suitable for pedestrians or most bicyclists; for example, mail delivery and garbage hauling take place in the shoulder, and at intersections without turn lanes such as Ixonia Avenue, vehicles commonly pass on the shoulder. The lack of infrastructure to safely access these schools by walking or biking has been documented in past studies; frequently cited issues are the trail gap on 185th Street and the lack of appropriate improvements at the 185th Street and Ipava Avenue intersection. The attached 2021 School Travel Safety Assessment (STSA) includes parent and user comments citing both issues as safety concerns and barriers. Construction of a trail along the north and south sides of 185th Street between Jasmine Way and Ipava Avenue was identified in the 2022 implementation plan associated with the STSA. The trail also completes the multimodal facility along 185th Street identified in Dakota County's 2040 Comprehensive Plan, a planned capital improvement frequently cited as a priority project in public surveys.
Does the school(s) or school district have a no walking and/or bicycling to school policy?	No

Does the school(s) provide hazard busing? Hazard busing refers to school bus services provided to students who live in the immediate proximity of the school because of a safety hazard to walking or biking near the school.	No
Does the school(s) district have plans to relocate or repurpose the school facilities within the next 10 years?	No
Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?	Yes
Please describe these activities or policies.	At the beginning of each year, Century Middle School staff ensure that students and parents are made aware of where bike racks are located and discuss pedestrian and bicycle safety near the school campus. Century Middle School students also learn about bicycle and pedestrian safety, recommended routes, and the benefits of walking and biking to school through their Physical Education classes.
What percentage of students walk or bike to school?	4.2%
What percentage of students take the bus to school?	77%

K. Types of Improvements

Curbs and medians	New curb and gutter Median (concrete)
Signage and striping	New signage (all types) New crosswalk striping
Sidewalks and trails	ADA ramps Trails and shared use paths

Provide a full project description including the locations and uses of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.	This project will construct multi-use trails along both sides of 185th Street/CSAH 60 between Kenwood Trail (CSAH 50) and Ipava Avenue (see concept design, attached). The trails will be constructed as part of the roadway reconstruction of 185th Street (expansion to 4-lane divided roadway), allowing the trail project to work with the grading changes necessitated by the roadway reconstruction. This project specifically constructs new multi-use trails on the north side of 185th Street between Jaeger Path and Ipava Avenue, and on the south side between Jasmine Way and Ipava Avenue, reconstructing some additional segments necessitated by the roadway reconstruction to tie into the existing network. This project includes all relevant signage, curb and gutter, medians, ADA ramps, and crosswalk striping in all quadrants at the 185th Street & Ipava Avenue intersection. In addition, crosswalks and corner radii at this intersection are being tightened to reduce crossing distance and slow turning vehicles as part of the roadway portion of the project. The new trail will provide improved safety, comfort, and convenience for school children walking, rolling, and bicycling along 185th Street. The trail will also provide improved connectivity between neighborhoods, schools, parks, and other local destinations for children and other vulnerable users.
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L. Project Improvements

School(s): Explain how listed improvements would connect students to schools within your community. See Solicitation Guide for example statement.	Today, students can access Century Middle School and Eastview Elementary School via trails east, north, and south of the schools but not west. The new trails provide a safe and comfortable way for students who travel to school as pedestrians or bicyclists to get there from neighborhoods located along the south and north sides of 185th Street west of the schools. The new trail greatly improves safety and accessibility for non-motorized traffic between key community destinations and serves a purpose of both transportation and recreation. Other key destinations that this connection improves access to include childcare, a grocery store, a place of worship, healthcare facilities (including an urgent care), a fitness center, and a City park with a playground inclusive of all abilities.
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Safety Risk Mitigation: Explain how each of the listed improvements in "Section K. Types of Improvements" would mitigate the safety risks and hazards described in "Section J. Safety Concerns." See Solicitation Guide for example statement.

The construction of a trail along the north and south sides of 185th Street between Jasmine Way and Ipava Avenue will provide off-road multimodal and pedestrian connectivity to fix gaps in the existing local and regional trail network and support a safe facility for users of all ages and abilities.

The primary safety risk and hazard mitigated by the construction of new trails is the modal conflict point between motorized traffic traveling near and on the shoulder, and non-motorized traffic traveling on the shoulder. The new trails will eliminate this modal conflict point, and the addition of trails and more users also will provide visual cues to drivers to maintain appropriate speeds. By completing the trail networks on both sides of the roadway, the new infrastructure will discourage crossings at uncontrolled, unmarked mid-block locations, and provide accessibility for trail users to cross at controlled intersections, providing improved safety.

Additional pedestrian safety improvements are included in the separate roadway portion of this project. Specifically, pedestrian crossing distances will be reduced on all four legs of the 185th Street and Ipava Avenue intersection located adjacent to Century Middle School. The project also advances the goals outlined in Dakota County's ADA Transition Plan by providing a safe off-street facility with appropriate crossings.

III. Community Engagement & Transportation Policies

M. Plans, Policies, & Studies

Does the applicant agency or lead agency sponsor have a Safe Routes to School (SRTS) plan?

Yes - please attach to application

In which year did the school(s) adopt the plans?

2021

Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?

Yes - please attach to application

Briefly describe the updates

A School Safety Assessment Implementation Plan was developed in 2022.

Are the improvements in this project identified in the listed plan?

Yes - please attach to application

Please provide the page number(s) on which the project is identified

This improvement was identified in the School Safety Assessment (STSA) Implementation Plan 2022 Update

Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.	The project was identified through the comprehensive STSA and planned and prioritized through City and County efforts that included safety analysis, data collection and community engagement. The STSA had two engagement efforts, including a website with a video, a comment map, and a parent/caregiver survey where the lack of sidewalk or trail along 185th Street was noted as a common concern. The public also had an opportunity to review the draft STSA. There have been three open houses for the design phase of project in 2022 and 2023. The first round focused on existing issues, the second focused on recommended improvements, and the third detailed design updates and construction information. At each open house the public voiced strong support for new trails.
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Has the applicant agency adopted a complete streets policy?	Yes - please attach to application
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In which year did the local governing agency adopt the policy?	2019
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IV. Equity Score

N: Implementing the 6E Strategies

Check all of the 6E Strategies implemented at the school(s) or school district(s). Please describe events, policies and programs serving these strategies.	- Evaluation - Equity - Engagement/Enforcement - Education - Encouragement - Engineering
EQUITY - Please describe events, policies and programs serving this strategy.	The addition of multi-use trails to both sides of 185th Street will improve safety for pedestrians and bicyclists of all ages and abilities and will disproportionately benefit school children and disadvantaged and vulnerable populations who are more likely to rely on non-vehicle modes for transportation and for whom recreation and healthy lifestyles may be more challenging to achieve.

EVALUATION: Please describe events, policies and programs serving this strategy.	The 2021 School Travel Safety Assessment (STSA) conducted by Dakota County in partnership with MnDOT identified two transportation safety needs at Century Middle School. 1) 185th Street (CSAH 60) was cited as a high-speed hazardous roadway with recommendations to install a trail along the north side of the street. 2) Pedestrian safety improvements were recommended at the intersection of 185th St. with Ipava Avenue, ranked #33 for number of crashes at Dakota County intersections. The STSA also recommends additional safety education. Parent and caregiver surveys specifically cited the CSAH 60/Ipava Avenue intersection safety and lack of trails on 185th Street as barriers to walking and biking to the school for any age children.
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ENGAGEMENT/ENFORCEMENT: Please describe events, policies and programs serving this strategy.	Several engagement efforts have gone into the identification and design of this project. In 2020, there were two rounds of virtual engagement related to STSA; survey and interactive map comments helped shape the understanding and design of improvements. In 2022 and 2023, there were three public open houses (with in-person and virtual options) related to the roadway project with the trails being a primary point of discussion.
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EDUCATION: Please describe events, policies and programs serving this strategy.	Century Middle School students learn about bicycle and pedestrian safety, recommended routes, and the benefits of walking and biking to school through their Physical Education classes. One recommendation from the STSA was for the school and district (ISD 194) to instruct students to only cross 185th Street at the traffic signal controlled Ipava Avenue intersection (not mid-block or at any of the through/stop-controlled intersections) if not accompanied by an adult. Students are given this crossing instruction at the beginning of the year and the project supports this recommendation by providing a trail along both sides of 185th Street and crossing improvements at Ipava Avenue.
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ENCOURAGEMENT: Please describe events, policies and programs serving this strategy.	At the beginning of each year, Century Middle school staff ensure that students and parents are made aware of where bike racks are located, and discuss pedestrian and bicycle safety near the school campus. In the physical education classes mentioned above, the benefits of bicycling and walking to school are a key message.
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ENGINEERING: Please describe events, policies and programs serving this strategy.	This project significantly improves safety by separating pedestrians and bicycles from vehicles, and providing a multi-modal facility where today there is none. Also, providing a trail on both sides of 185th Street provides access to crossings at controlled crossings, and discourages crossings at uncontrolled mid-block crossings. The roadway project includes tighter curb radii at the Ipava Avenue intersection, slowing vehicle speeds during turning movements and reducing crossing distances for pedestrians.
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O. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the students traveling to and from school in your community. Please see Solicitation Guide for definition of equity.

Adding trails to both sides of the road will improve safety for pedestrians and bicyclists of all ages and abilities as they will no longer be forced to travel on the shoulder along 185th Street or cross midblock to access a trail. The added high-quality bicycle and pedestrian infrastructure will also influence neighborhood-level access to other destinations, and as a result people who walk and bike to school and other locations will benefit substantially from the project. The result will be transformative for those who currently walk or bike on the incomplete existing facilities or those who will be attracted to the complete facilities once it is in place.

This improvement will disproportionately benefit BIPOC and other disadvantaged or vulnerable populations who are more likely to rely on non-vehicle modes for transportation. Of particular emphasis for the new trail is providing safe access for school-age children. This user demographic is one of the clearest examples of an at-risk population whose needs are important to consider in any project. The project team has conducted specific outreach directly to the school to make affected parents aware of the proposed project. This includes providing open house invitations to the school attendees and soliciting specific feedback about biking and walking. Community members at the public open houses provided clear feedback as to the need for these trail segments, as they will provide a safe connection to the school and school park/field facilities.

Describe how this project will serve and protect priority populations in your community. Please see Solicitation Guide for definition of priority populations.

As indicated above, this project disproportionately benefits priority populations by providing a comfortable and convenient option for non-motorized travel along 185th Street. In addition to improving access to the school, the added high-quality bicycle and pedestrian infrastructure will influence neighborhood-level access to a variety of destinations.

Increasing non-vehicular access can reduce the negative health effects of long car trips, such as physical inactivity and high blood pressure. 39% of people in the project area are either age 17 or younger or 65 or older, two demographic groups most likely to benefit from improvements to multimodal facilities.

Other key destinations that this connection improves access to include: childcare, a grocery store, a place of worship, healthcare facilities (including an urgent care), a fitness center, and a City park with a playground inclusive of all abilities. It is likely there is latent demand for this facility with users (especially children) who have avoided using it due to safety concerns and therefore are not represented in crash statistics. Thus, the new trail greatly improves safety and accessibility for non-motorized traffic between key community destinations, and serves a purpose of both transportation and recreation. As a result, people who walk and bike for transportation, recreation, and health will benefit substantially from the project, which completes the multimodal facilities along 185th Street.

P. Safe Routes to School Equity Score

V. Attachments

Approved submitting Agency resolution of support (PDF)	https://www.formstack.com/admin/download/file/15868037850
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Approved resolution(s) of support from other non-Tribal agencies (except MnDOT) impacted by project (if applicable) (PDF)	https://www.formstack.com/admin/download/file/15868037851
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For non-school/school district applicants: Submitting agency subdivision certification, regulations, or ordinances. (PDF)	https://www.formstack.com/admin/download/file/15868037852
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Engineering or planning-based cost estimate with itemized breakdown (Excel)	https://www.formstack.com/admin/download/file/15868037853
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Timeline of project indicating major milestones and their anticipated completion dates (PDF)	https://www.formstack.com/admin/download/file/15868037854
Pedestrian, bicycle or other transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere	https://www.formstack.com/admin/download/file/15868037855
Any revisions, addenda or public engagement surveys updating the above documents (PDF)	https://www.formstack.com/admin/download/file/15868037856
At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment (PDF)	https://www.formstack.com/admin/download/file/15868037857
Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/15868037858
Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/15868037859
Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/15868037860

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists
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EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

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

**Active Transportation Program Grant Agreement Terms and Conditions
with the Minnesota Department of Transportation
SAP 188-020-033 and SAP 019-660-010
City Project 25-04**

WHEREAS, the City of Lakeville has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$615,053.10 by reason of the lowest responsible bid.

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

Hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

ADOPTED by the Lakeville City Council this 17th day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 3/17/2025

Acceptance of Donation from Mona and Phil Bachman to the Lakeville Fire Department

Proposed Action

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

Overview

Lakeville Fire Department was presented a donation of \$100.00 from Mona and Phil Bachman in memory of retired firefighter Randy Bachman. The donation will be used to help 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 MONA AND PHIL BACHMAN TO THE
LAKEVILLE FIRE DEPARTMENT**

Acceptance of Donation from Mona and Phil Bachman 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 Mona and Phil Bachman in the amount of \$100.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 17th day of March 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 3/17/2025

Antlers Park Landscape Services Contract with Jeff Reisinger Lawn Service, Inc.

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Antlers Park Landscape Services contract with Jeff Reisinger Lawn Service, Inc.

Overview

Landscape services will be provided at Antlers Park in an effort to improve user experience at this high use community park. Landscape services include maintenance of landscaping throughout the park to ensure quality and aesthetics of all landscaping beds. This includes the roundabout with artwork and the roundabout at the Ipava entrance.

Staff recommends approving a 2-year contract with Jeff Reisinger Lawn Service, Inc. for Antlers Park Landscape Services at a cost of \$5,317 in 2025 and \$5,490 in 2026 for a grand total of \$10,807.

Supporting Information

1. Antlers Park Landscape Contract 2025 and 2026 - Reisinger

Financial Impact: \$10,807 **Budgeted:** Yes **Source:** General Fund
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Mark Kruse, Parks Superintendent

**CONTRACT FOR SERVICES
ANTLERS PARK LANDSCAPE SERVICES
2025-2026**

AGREEMENT made this 17th day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **JEFF REISINGER LAWN SERVICE, INC. A MINNESOTA COMPANY** (“Contractor”).

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

1. CONTRACTOR’S RESPONSIBILITIES.

A. Contractor shall be responsible for providing lawn maintenance services for the Alternate, Antlers Park Landscape listed in Exhibit A (“Work”). All remaining parcels and locations have not been accepted and are not included in this Agreement.

B. The City of Lakeville’s Standard Landscape Maintenance Standards dated 2025, attached hereto as Exhibit B, shall be incorporated herein and, together with this Agreement, 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 set out verbatim and in full herein. In the event of conflict among the provisions of these documents, the terms of this Agreement shall control resolving any such conflict.

2. 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.

3. TERM. The term of this contract shall be March 17, 2025 - December 31, 2026.

4. 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.

5. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

6. CONDITION/INSPECTION/REMEDY.

A. All goods and other materials furnished under this Contract shall be new and in current manufacture unless otherwise specified, and all goods and work shall be of good

quality, free from faults and defects and in conformance with the Contract Documents. All services not conforming to these requirements shall be considered defective.

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

C. Defective work shall be removed and replaced or satisfactorily repaired.

7. 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; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the Work involved. Changes in the Contract Price shall be based upon the prices identified in this Contract or negotiated between the parties based on similar work provided.

8. UNAUTHORIZED WORK. Additional work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

9. OBLIGATIONS OF THE CITY. The City shall pay the Contractor for performance of the Contract, Alternate Antlers Park Landscaping, the sum of \$5,317.00 for 2025 and \$5,490.00 for 2026. Payments shall be made periodically after a service has been completed and within thirty (30) days of receipt of an invoice.

10. WORKER'S SAFETY. The Contractor shall follow all applicable safety standards for landscape maintenance; including but not limited to hearing, mower operation and chemical application.

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

12. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

13. 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.

14. STANDARD OF CARE. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. 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.

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self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

16. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statutes § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Contractor's receipt of payment from City. Contractor must pay interest of one and five-tenths percent (1.5%) 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 One Hundred and no/100 Dollars (\$100.00) or more is Ten and no/100 Dollars (\$10.00).

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

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

20. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, provided Contractor is not in default of the Contract, the City shall pay the Contractor for completed Work.

CITY OF LAKEVILLE

REISINGER LAWN SERVICE, INC.

BY: _____
Luke M. Hellier, Mayor

BY:  _____

AND: _____
Ann Orlofsky, City Clerk

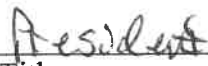
Its:  _____
Title

Exhibit A

**2025 STANDARD LANDSCAPE MAINTENANCE
CITY PROPERTY DESCRIPTIONS / LOCATIONS**

LOCATION

A) Parks:

1. Bassett Park – 18959 Orchard Trail
2. Bracketts Crossing Park – 17775 Layton Path
3. Dodd Pointe Park – 5646 160th Street
4. Hypointe Crossing Park – 16396 Hutchinson Drive
5. Orchard Lake Beach – 17195 Judicial Road
6. Terrace Park – 8475 Lower 208th Street
7. Lynwood Heights Park – 16790 Jackpine Way

B) Alternate Landscaping:

1. Antlers Park – 20141 Ipava Avenue
 - a. Maintain all landscape beds within the park including the entrance RAB with artwork and the RAB at the Ipava entrance.
 - b. Only the areas noted in Exhibit D are included in this contract.

Exhibit B

2025 STANDARD LANDSCAPE MAINTENANCE STANDARDS

Section 1 – Spring Cleanup

1.1 **Inspection of Area**

The Contractor shall inspect the areas and acquaint themselves with all locations, physical conditions and scope of work involved.

1.2 **Scheduling**

Begin as soon as ground conditions and weather permits. Spring cleanup must be completed at all sites by May 15 of the current year.

1.3 **Quality Indicators**

All landscape beds and park amenities (playgrounds, hard-courts, bench pads, fence lines, etc.) are to be vacuumed/swept/raked to clean up any leaves, litter or sand. All turf areas, including boulevards and center islands, are to be swept/vacuumed. Remove and properly dispose of all cleanup-related debris.

1.4 **Shrubs and Grasses**

Trim any remaining foliage that is either seasonally dead or required to promote proper growth of each plant. Remove all cuttings and plant material and properly dispose.

Section 2 – Lawn Mowing

2.1 **Inspection of Area**

The Contractor shall inspect the areas and acquaint themselves with all physical conditions involved.

2.2 **Scheduling**

Cutting shall occur between the hours of 7:00 AM – 7:00 PM, Monday through Friday, and 8:00 AM – 5:00 PM, Saturday and Sunday.

2.3 **Cutting Intervals**

All turf areas shall be mowed at a maximum of seven (7) day intervals.

2.4 **Height of Cut**

All grass shall be kept cut to a minimum height of 2.5" and a maximum of 3.5".

Mowers shall be sharp and adjusted to the specified cutting height at all times. Skips in mowing, streaking of lawns and dragged over grass without cutting will not be accepted. The Parks Superintendent or the Parks Supervisor must approve any changes to the minimum and maximum heights. The City reserves the right to change the height of cut with proper notification to the contractor.

2.5 Policing of Grounds

Prior to mowing turf areas, all trash and debris including cans, rocks, bottles and papers will be removed and properly disposed of.

2.6 Cleaning of Walks and Pavements

Clippings will not be discharged onto sidewalks or pavements. All walks and pavements will be swept or blown after mowing to remove and properly dispose of all grass clippings and debris.

2.7 Grass Clippings

Grass clippings may remain on the turf, provided they are evenly disbursed. Any detectable clumping must be promptly bagged and properly disposed of.

Section 3 – Edging and Weed Control

3.1 Inspection of Area

The Contractor shall inspect the area and acquaint themselves with all locations, physical conditions and scope of the work involved.

3.2 Edging and Weeding

Edging is defined as clipping of vegetation growing adjacent to, horizontally over or through walks, sprinkler heads, driveways, parking lots, trees, curbs, shrub beds, utility poles, sign posts, playgrounds or any other place where required to present a neat, well-maintained appearance.

Edging will occur a minimum of every other grass cutting. Edging the cultivated areas around trees, shrubs, mulch beds, walks and pavements will be required once per month. The grass shall be edged to a line parallel to, and not more than, one inch from the edge of the walks and pavement or curbing.

3.3 Weed Control

Contractor will provide a minimum of three applications of herbicide treatments. The herbicide program shall consist of an application of pre-emergent weed control herbicide in May, an approved broadleaf weed control application in May – June, and a second broadleaf weed control application in August – September. Contractor may adjust application timing to be consistent with the herbicide label, weather conditions and plant growth. Reapplication at no additional cost will be required for unsatisfactory results. The designated City representative shall be notified a minimum of 24 hours prior to application of sites to be treated and product planned to be used. Contractor shall post sites with the appropriate signage indicating sites have been treated.

Section 4 – Trimming and Pruning of Trees and Shrubs

4.1 Trimming and Pruning

Shrubs and ornamental trees less than 25' in height shall be pruned a minimum of one time per year by a Certified Arborist or experienced personnel. All pruning shall be done

in accordance with the ANSI A300 pruning standards. All pruning cuts shall be made with sharp tools. All debris shall be removed and disposed of properly.

1. Timing of Work:

- a. Oaks and elms are not to be pruned between April and October. If damaged branches must be removed during this time, wounds are to be immediately sealed with a latex based paint or shellac.
- b. Avoid pruning honeylocust, crabapples, hawthorns, cotoneaster during the growing season (April to October) to prevent fungal and bacterial infections.
- c. Evergreens are not to be pruned in the fall.
- d. Flowering shrubs should be pruned according to species, with spring flowering shrubs pruned after they have finished blooming, and summer blooming shrubs in the late winter or early spring.

2. Cane-growth habitat shrubs (examples include: Viburnum species like nannyberry/arrowwood, Spirea, Honeysuckle, dogwood, ninebark, etc.):

Renewal pruning – every year remove up to one-third of the oldest, thickest stems, pruning them down to ground level. Cut back any remaining stems that look overgrown.

Rejuvenation pruning – for overgrown shrubs, cut all stems or trunks, pruning them down to ground level in early spring. This type of pruning shall be done in early spring March/April before growth begins.

3. Tree-form shrubs and trees (examples include: Pagoda dogwood, Japanese treelilac, Nannyberry tree-form):

Natural pruning – prune to improve tree structure through the removal or reduction of codominant leaders to establish a single central leader; the removal of poorly attached branches; and to develop branch spacing appropriate to the natural form of the tree based on species and size. Prune out dead, damaged, diseased, crossing and/or crowded branches. Remove trunk and basal sprouts. Pruning shall be done between November and March.

4. Evergreen or deciduous hedges or evergreen shrubs (yews and arborvitae):

Shearing or pick-pruning – once hedges or evergreen shrubs reach the desired height and width, prune back every time it grows 6 to 8 inches.

5. All shrubs and trees shall be pruned to maintain specified clearance near trails/sidewalks, buildings, light poles, signs and over mowed/maintain grass unless inappropriate for the size, species and location of the plant.

- a. Trails/sidewalks – 10 feet of vertical clearance for trees at least 5 inches in diameter. 2-3 feet of horizontal clearance for small trees and shrubs.
- b. Buildings and light poles – 3-4 feet of clearance for trees, 1-2 feet of clearance for shrubs.
- c. Signs – 2-3 feet of clearance.

- d. Mowed/maintained grass - 8 feet of vertical clearance for trees at least 5 inches in diameter.

Section 4 – Fertilization

4.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

4.2 Fertilizing

Fertilizer shall be applied twice during the growing season. Once in early spring, after the spring cleanup and prior to May 20th. The fertilizer shall be a minimum of 25% slow release. A grade analysis of 20-0-20, 24-0-12, 30-0-15 or pre-approved equal shall be applied at a rate of 1.0 pound of nitrogen per 1,000 square feet.

Fall application shall be applied between August 15 and September 30, and shall be a grade analysis of 20-0-20, 24-0-12 or pre-approved alternate with a minimum of 25% slow release, applied at a rate of 1.0-pound nitrogen per 1,000 square feet.

Section 5 – Maintenance of Mulch and Rock Beds

5.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

- 5.2 A pre-emergent weed control shall be applied in early Spring to all maintained mulch bed areas. The application shall consist of both a grass type and broadleaf type pre-emergent herbicide. Select pre-emergent least likely to damage the managed perennials, shrubs and trees on site. Avoid herbicide applications directly on or near managed perennials, shrubs and trees, especially newly planted and establishing vegetation. Owner can provide species lists for each site upon Contractor request. Contractor shall follow application with either manual weed removal or chemical weed control for any undesired vegetation.

- 5.3 All mulch, rock beds and tree mulch rings shall be maintained weed, grass and debris free. Mulch beds shall be maintained at a 4-6" depth, with mulching material provided by the City. Mulch shall be kept 3-4" away from the base on tree trees so the root flare is exposed. Mulch beds shall be cultivated or "turned over" to scarify top "crust" when other maintenance is done on site.

- 5.4 Contractor shall ensure all irrigation drip lines always remain buried in mulch or rock landscape beds.

- 5.5 **Antlers Park Landscape (Alternate):** Inspect site every two weeks or more often as needed to remove weeds, deadhead flowers, maintain plant material, level wood mulch and ensure the quality and aesthetics of all landscaping beds. Inspect moisture content in

soils of all landscape beds and contact Parks Superintendent of any needed irrigation system adjustments.

Section 6 – Litter Pickup and Sidewalk & Parking Lot Maintenance

6.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

6.2 Litter Pickup

In conjunction with the weekly turf maintenance program, all areas within the contract area including sidewalks, parking lots, shrub beds and turf areas shall be policed for litter and debris.

6.3 Sidewalk & Parking Lot Maintenance

In conjunction with the weekly turf maintenance program, sidewalks and parking lots within the contract area shall be checked. Any gravel, stones, sand, dirt, broken glass or other debris shall be swept and properly disposed of. Weeds in cracks on sidewalks and parking lots shall be sprayed with non-selective herbicide and then removed after product takes effect.

Section 7 – Fall Cleanup

7.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

7.2 Scheduling

To be completed between October 1 and November 1, weather permitting. All sites to be completed prior to first significant snowfall (sustained snow cover).

7.3 Quality Indicators

All landscape beds and turf areas to be swept/blown/vacuumed clear of all leaves, litter, clippings and debris. Removal and proper disposal of clippings and waste is included.

7.4 Shrubs and Grasses

Trim back all shrubs and grasses for the winter season. Remove as much plant material as possible depending on the species of plant or grass.

7.5 Antlers Park Landscaping (ALTERNATE)

Meet with Parks Superintendent or Parks Supervisor during the month of August to confirm plants to be trimmed. Some plant material at this location will not be trimmed to provide winter aesthetics.

Section 8 – Irrigation System Operation, Maintenance and Repairs

- 8.1 Contractor shall contact Parks Superintendent of any irrigation repair or scheduling needs. All repairs caused by the Contractor shall be repaired with materials supplied by the City of Lakeville.
- 8.2 Antlers Park landscaping is the only facility with irrigation within this contract.
- 8.3 Contractor is not responsible for any scheduling of irrigation equipment withing this contract.



Date: 3/17/2025

Park Mowing & Landscape Services Contract with VonBank Lawn Care, Inc.

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Park Mowing & Landscape Services contract with VonBank Lawn Care, Inc.

Overview

City staff requested proposals from contractors for park mowing and landscape services at seven park locations. VonBank Lawn Care, Inc. provided the lowest proposal. Mowing and landscape maintenance services are performed at small parks throughout the system.

Staff recommends approving a 2-year contract with VonBank Lawn Care, Inc. for Park Mowing & Landscape Services at a cost of \$17,050 in 2025 and \$17,050 in 2026 for a grand total of \$34,100.

Supporting Information

1. Parks Mowing Contract 2025 and 2026 - VonBank Lawn Care, Inc. - Signed
2. RFP Results - Park Mowing & Landscape 2025-26

Financial Impact: \$34,100 **Budgeted:** Yes **Source:** General Fund
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Mark Kruse, Parks Superintendent

**CONTRACT FOR SERVICES
PARK MOWING & LANDSCAPE SERVICES
2025-2026**

AGREEMENT made this 17th day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **VONBANK LAWN CARE, INC. A MINNESOTA COMPANY** (“Contractor”).

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

1. CONTRACTOR’S RESPONSIBILITIES.

A. Contractor shall be responsible for providing lawn maintenance services for parcels or properties listed in Exhibit A (“Work”).

B. The City of Lakeville’s Standard Landscape Maintenance Standards dated 2025, attached hereto as Exhibit B, shall be incorporated herein and, together with this Agreement, 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 set out verbatim and in full herein. In the event of conflict among the provisions of these documents, the terms of this Agreement shall control resolving any such conflict.

2. 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.

3. TERM. The term of this contract shall be March 17, 2025 - December 31, 2026.

4. RIGHTS AND REMEDIES.

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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.

5. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

6. CONDITION/INSPECTION/REMEDY.

A. All goods and other materials furnished under this Contract shall be new and in current manufacture unless otherwise specified, and all goods and work shall be of good

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9. OBLIGATIONS OF THE CITY. The City shall pay the Contractor for performance of the Contract the sum of \$17,050.00 for 2025 and \$17,050.00 for 2026 as per the Proposal Form attached hereto as Exhibit C. Payments shall be made periodically after a service has been completed and within thirty (30) days of receipt of an invoice.

10. WORKER'S SAFETY. The Contractor shall follow all applicable safety standards for landscape maintenance; including but not limited to hearing, mower operation and chemical application.

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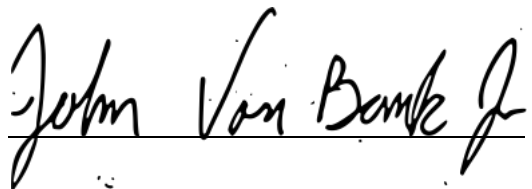
CITY OF LAKEVILLE

VONBANK LAWN CARE, INC.

BY:

Luke M. Hellier, Mayor

BY:



AND:

Ann Orlofsky, City Clerk

Its:

Dwne

Title

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 - b. Only the areas noted in Exhibit D are included in this contract.

Exhibit B

2025 STANDARD LANDSCAPE MAINTENANCE STANDARDS

Section 1 – Spring Cleanup

1.1 **Inspection of Area**

The Contractor shall inspect the areas and acquaint themselves with all locations, physical conditions and scope of work involved.

1.2 **Scheduling**

Begin as soon as ground conditions and weather permits. Spring cleanup must be completed at all sites by May 15 of the current year.

1.3 **Quality Indicators**

All landscape beds and park amenities (playgrounds, hard-courts, bench pads, fence lines, etc.) are to be vacuumed/swept/raked to clean up any leaves, litter or sand. All turf areas, including boulevards and center islands, are to be swept/vacuumed. Remove and properly dispose of all cleanup-related debris.

1.4 **Shrubs and Grasses**

Trim any remaining foliage that is either seasonally dead or required to promote proper growth of each plant. Remove all cuttings and plant material and properly dispose.

Section 2 – Lawn Mowing

2.1 **Inspection of Area**

The Contractor shall inspect the areas and acquaint themselves with all physical conditions involved.

2.2 **Scheduling**

Cutting shall occur between the hours of 7:00 AM – 7:00 PM, Monday through Friday, and 8:00 AM – 5:00 PM, Saturday and Sunday.

2.3 **Cutting Intervals**

All turf areas shall be mowed at a maximum of seven (7) day intervals.

2.4 **Height of Cut**

All grass shall be kept cut to a minimum height of 2.5" and a maximum of 3.5".

Mowers shall be sharp and adjusted to the specified cutting height at all times. Skips in mowing, streaking of lawns and dragged over grass without cutting will not be accepted. The Parks Superintendent or the Parks Supervisor must approve any changes to the minimum and maximum heights. The City reserves the right to change the height of cut with proper notification to the contractor.

2.5 Policing of Grounds

Prior to mowing turf areas, all trash and debris including cans, rocks, bottles and papers will be removed and properly disposed of.

2.6 Cleaning of Walks and Pavements

Clippings will not be discharged onto sidewalks or pavements. All walks and pavements will be swept or blown after mowing to remove and properly dispose of all grass clippings and debris.

2.7 Grass Clippings

Grass clippings may remain on the turf, provided they are evenly disbursed. Any detectable clumping must be promptly bagged and properly disposed of.

Section 3 – Edging and Weed Control

3.1 Inspection of Area

The Contractor shall inspect the area and acquaint themselves with all locations, physical conditions and scope of the work involved.

3.2 Edging and Weeding

Edging is defined as clipping of vegetation growing adjacent to, horizontally over or through walks, sprinkler heads, driveways, parking lots, trees, curbs, shrub beds, utility poles, sign posts, playgrounds or any other place where required to present a neat, well-maintained appearance.

Edging will occur a minimum of every other grass cutting. Edging the cultivated areas around trees, shrubs, mulch beds, walks and pavements will be required once per month. The grass shall be edged to a line parallel to, and not more than, one inch from the edge of the walks and pavement or curbing.

3.3 Weed Control

Contractor will provide a minimum of three applications of herbicide treatments. The herbicide program shall consist of an application of pre-emergent weed control herbicide in May, an approved broadleaf weed control application in May – June, and a second broadleaf weed control application in August – September. Contractor may adjust application timing to be consistent with the herbicide label, weather conditions and plant growth. Reapplication at no additional cost will be required for unsatisfactory results. The designated City representative shall be notified a minimum of 24 hours prior to application of sites to be treated and product planned to be used. Contractor shall post sites with the appropriate signage indicating sites have been treated.

Section 4 – Trimming and Pruning of Trees and Shrubs

4.1 Trimming and Pruning

Shrubs and ornamental trees less than 25' in height shall be pruned a minimum of one time per year by a Certified Arborist or experienced personnel. All pruning shall be done

in accordance with the ANSI A300 pruning standards. All pruning cuts shall be made with sharp tools. All debris shall be removed and disposed of properly.

1. Timing of Work:

- a. Oaks and elms are not to be pruned between April and October. If damaged branches must be removed during this time, wounds are to be immediately sealed with a latex based paint or shellac.
- b. Avoid pruning honeylocust, crabapples, hawthorns, cotoneaster during the growing season (April to October) to prevent fungal and bacterial infections.
- c. Evergreens are not to be pruned in the fall.
- d. Flowering shrubs should be pruned according to species, with spring flowering shrubs pruned after they have finished blooming, and summer blooming shrubs in the late winter or early spring.

2. Cane-growth habitat shrubs (examples include: Viburnum species like nannyberry/arrowwood, Spirea, Honeysuckle, dogwood, ninebark, etc.):

Renewal pruning – every year remove up to one-third of the oldest, thickest stems, pruning them down to ground level. Cut back any remaining stems that look overgrown.

Rejuvenation pruning – for overgrown shrubs, cut all stems or trunks, pruning them down to ground level in early spring. This type of pruning shall be done in early spring March/April before growth begins.

3. Tree-form shrubs and trees (examples include: Pagoda dogwood, Japanese treelilac, Nannyberry tree-form):

Natural pruning – prune to improve tree structure through the removal or reduction of codominant leaders to establish a single central leader; the removal of poorly attached branches; and to develop branch spacing appropriate to the natural form of the tree based on species and size. Prune out dead, damaged, diseased, crossing and/or crowded branches. Remove trunk and basal sprouts. Pruning shall be done between November and March.

4. Evergreen or deciduous hedges or evergreen shrubs (yews and arborvitae):

Shearing or pick-pruning – once hedges or evergreen shrubs reach the desired height and width, prune back every time it grows 6 to 8 inches.

5. All shrubs and trees shall be pruned to maintain specified clearance near trails/sidewalks, buildings, light poles, signs and over mowed/maintain grass unless inappropriate for the size, species and location of the plant.

- a. Trails/sidewalks – 10 feet of vertical clearance for trees at least 5 inches in diameter. 2-3 feet of horizontal clearance for small trees and shrubs.
- b. Buildings and light poles – 3-4 feet of clearance for trees, 1-2 feet of clearance for shrubs.
- c. Signs – 2-3 feet of clearance.

- d. Mowed/maintained grass - 8 feet of vertical clearance for trees at least 5 inches in diameter.

Section 4 – Fertilization

4.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

4.2 Fertilizing

Fertilizer shall be applied twice during the growing season. Once in early spring, after the spring cleanup and prior to May 20th. The fertilizer shall be a minimum of 25% slow release. A grade analysis of 20-0-20, 24-0-12, 30-0-15 or pre-approved equal shall be applied at a rate of 1.0 pound of nitrogen per 1,000 square feet.

Fall application shall be applied between August 15 and September 30, and shall be a grade analysis of 20-0-20, 24-0-12 or pre-approved alternate with a minimum of 25% slow release, applied at a rate of 1.0-pound nitrogen per 1,000 square feet.

Section 5 – Maintenance of Mulch and Rock Beds

5.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

- 5.2 A pre-emergent weed control shall be applied in early Spring to all maintained mulch bed areas. The application shall consist of both a grass type and broadleaf type pre-emergent herbicide. Select pre-emergent least likely to damage the managed perennials, shrubs and trees on site. Avoid herbicide applications directly on or near managed perennials, shrubs and trees, especially newly planted and establishing vegetation. Owner can provide species lists for each site upon Contractor request. Contractor shall follow application with either manual weed removal or chemical weed control for any undesired vegetation.

- 5.3 All mulch, rock beds and tree mulch rings shall be maintained weed, grass and debris free. Mulch beds shall be maintained at a 4-6" depth, with mulching material provided by the City. Mulch shall be kept 3-4" away from the base on tree trees so the root flare is exposed. Mulch beds shall be cultivated or "turned over" to scarify top "crust" when other maintenance is done on site.

- 5.4 Contractor shall ensure all irrigation drip lines always remain buried in mulch or rock landscape beds.

- 5.5 **Antlers Park Landscape (Alternate):** Inspect site every two weeks or more often as needed to remove weeds, deadhead flowers, maintain plant material, level wood mulch and ensure the quality and aesthetics of all landscaping beds. Inspect moisture content in

soils of all landscape beds and contact Parks Superintendent of any needed irrigation system adjustments.

Section 6 – Litter Pickup and Sidewalk & Parking Lot Maintenance

6.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

6.2 Litter Pickup

In conjunction with the weekly turf maintenance program, all areas within the contract area including sidewalks, parking lots, shrub beds and turf areas shall be policed for litter and debris.

6.3 Sidewalk & Parking Lot Maintenance

In conjunction with the weekly turf maintenance program, sidewalks and parking lots within the contract area shall be checked. Any gravel, stones, sand, dirt, broken glass or other debris shall be swept and properly disposed of. Weeds in cracks on sidewalks and parking lots shall be sprayed with non-selective herbicide and then removed after product takes effect.

Section 7 – Fall Cleanup

7.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

7.2 Scheduling

To be completed between October 1 and November 1, weather permitting. All sites to be completed prior to first significant snowfall (sustained snow cover).

7.3 Quality Indicators

All landscape beds and turf areas to be swept/blown/vacuumed clear of all leaves, litter, clippings and debris. Removal and proper disposal of clippings and waste is included.

7.4 Shrubs and Grasses

Trim back all shrubs and grasses for the winter season. Remove as much plant material as possible depending on the species of plant or grass.

7.5 Antlers Park Landscaping (ALTERNATE)

Meet with Parks Superintendent or Parks Supervisor during the month of August to confirm plants to be trimmed. Some plant material at this location will not be trimmed to provide winter aesthetics.

Section 8 – Irrigation System Operation, Maintenance and Repairs

- 8.1 Contractor shall contact Parks Superintendent of any irrigation repair or scheduling needs. All repairs caused by the Contractor shall be repaired with materials supplied by the City of Lakeville.
- 8.2 Antlers Park landscaping is the only facility with irrigation within this contract.
- 8.3 Contractor is not responsible for any scheduling of irrigation equipment withing this contract.

Exhibit C

**PROPOSAL FORM
PARK MOWING & LANDSCAPE SERVICES 2025-2026
City of Lakeville · 20195 Holyoke Avenue · Lakeville MN 55044**

Company Name: VonBank LAWN CARE, inc
City, State: Rosemount, Mn
Name: (please print) John VonBank JR.
Authorized Signature: John VonBank Jr.
Date: 3-3-25
Email: john@VonBankLAWNCARE, Com
Phone #: (work/cell) 651-775-0814

LOCATION

A) Parks:

	<u>2025</u>	<u>2026</u>
1. Bassett Park – 18959 Orchard Trail	\$ <u>2,150</u>	\$ <u>2,150</u>
2. Bracketts Crossing Park – 17775 Layton Path	<u>2,100</u>	<u>2,100</u>
3. Dodd Pointe Park – 5646 160 th Street	<u>3,200</u>	<u>3,200</u>
4. Hypointe Crossing Park – 16396 Hutchinson Drive	<u>3,900</u>	<u>3,900</u>
5. Orchard Lake Beach – 17195 Judicial Road	<u>2,400</u>	<u>2,400</u>
6. Terrace Park – 8475 L 208 th Street	<u>1,900</u>	<u>1,900</u>
7. Lynwood Heights Park – 16790 Jackpine Way	<u>1,400</u>	<u>1,400</u>
GRAND TOTAL (1-7)	<u>\$ 17,050</u>	<u>\$ 17,050</u>

2025-26 Park Mowing & Landscape Services

RFP Results

3/4/2025

<u>Contractor</u>	<u>2025</u>	<u>2026</u>
VonBank Lawn Care Inc.	\$17,050.00	\$17,050.00
Jeff Reisinger Lawn Service, Inc.	\$24,631.00	\$25,432.00



Date: 3/17/2025

Resolution Calling a Public Hearing on Proposed Assessments for City Improvement Project 25-02

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution calling a public hearing on proposed assessments for the 2025 Street Reconstruction Project, City Project 25-02.

Overview

On November 18, 2024, the Lakeville City Council held a public hearing notifying property owners of the 2025 Street Reconstruction/Rehabilitation Project (City Project 25-02), including estimated pending assessment amounts. At the conclusion of the hearing, City Council ordered the improvement and authorized the preparation of plans and specifications. The project was subsequently designed and bid.

Five bids for construction of City Project 25-02 were received on March 4, 2025. Results ranged from a low bid of \$4,918,381.47 to a high bid of \$6,645,739.95. The Engineer's construction estimate was \$5,192,134.75. The estimated construction costs presented in the Feasibility Report was \$5,149,860.25. The total financial impact of the project, including indirect costs and a 6% contingency, will be \$6,076,544.

Staff has reviewed the bids and recommends approval of the resolution and moving forward with calling for the assessment hearing.

Supporting Information

1. 25-02 Bid Summary
2. 25-02 Project Financing
3. Resolution

Financial Impact: \$6,076,544 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator

25-02 Street Reconstruction/Rehabilitation Project								
City Project # 25-02								
Bid Opening Summary								
March 4th, 2025 10:30 am								
Contractor	Acknowledge Addendums	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid
McNamara Contracting	X	X	X	X	\$4,570,073.12	\$268,170.25	\$80,138.10	\$4,918,381.47
OMG Midwest	X	X	X	X	\$4,848,346.10	\$280,652.37	\$81,246.00	\$5,210,244.47
Northwest Asphalt	X	X	X	X	\$4,745,629.04	\$394,119.51	\$99,711.00	\$5,239,459.55
GMH Asphalt	X	X	X	X	\$5,267,110.62	\$295,214.20	\$81,246.00	\$5,643,570.82
Bituminous Roadways	X	X	X	X	\$6,317,535.45	\$254,344.50	\$73,860.00	\$6,645,739.95

Project Financing

Funding for the project was programmed in the 2025-2029 CIP. The following is a breakdown of the anticipated costs.

- The City's cost-share for roadway and storm sewer improvements, including storm sewer repair/replacement, will be financed from the issuance of G.O. Improvement Bonds. The City's share of debt will be financed with taxes, which are repaid with property tax levies commencing in 2026.
- New storm sewer infrastructure will be financed from the Storm Water Infrastructure Fund.
- Public watermain improvements, including the installation of new watermain and lining existing mains as well as corrosion protection best management practices, will be financed from the Water Operating Fund.
- Public sanitary sewer improvements, including infrastructure repair/replacement and inflow and infiltration best management practices, will be financed from the Sanitary Sewer Operating Fund.

• **Project Costs: Total**

<u>Cost Type</u>	<u>Amount</u>
Construction Contract	\$ 4,918,381
Engineering/design/survey costs	710,862
Bonding costs	120,916
Contingency (6% of contract)	295,100
Other costs	<u>31,285</u>
	\$ 6,076,544

• **Project Costs: Financing**

<u>Funding Sources</u>	<u>Total</u>
City of Lakeville (property taxes)	\$ 3,004,645
Special Assessments	564,768
Water Operating Fund	2,041,353
Sanitary Sewer Fund	82,367
Stormwater Infrastructure Fund	383,411
Total	<u>\$ 6,076,544</u>

The City of Lakeville's share of cost for street and storm sewer improvements will be financed with debt issuance; the principal and interest payments will be repaid with property

tax levies commencing in 2026. The storm sewer infrastructure will be financed using the City's Stormwater Infrastructure Fund; new watermain and watermain lining/rehabilitation will be completed using the City's Water Operating Fund. The sanitary sewer rehabilitation will be funded by the City's Sanitary Sewer Operating Fund.

- **Project Costs: Feasibility Report vs. Actual Bid Results**

-	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
City of Lakeville (property taxes)	\$ 3,334,014	3,004,645	-9.9%
Special Assessments	593,123	564,768	-4.8%
Water Operating Fund	2,079,038	2,041,353	-1.8%
Sanitary Sewer Fund	88,076	82,367	-6.5%
Storm Sewer Infrastructure Fund	260,095	383,411	47.4%
Total	<u>\$ 6,354,346</u>	<u>\$ 6,076,544</u>	-4.4%

- **Special Assessments: Terms and Conditions**

- Interest rate: 3.88%
- Term: 5 & 15 years for Residential Properties
- First payment due with taxes payable 2026
- Senior Citizen deferments are available for those who qualify

- **Special Assessments (Unit Rates): Feasibility Report vs. Bid Results**

<u>Special Assessments</u>		<u>Feasibility</u>	<u>Actual</u>	<u>Variance</u>	
A	<u>Single Family Unit Assessment Rate</u> <u>Hayes/170th Neighborhood</u>	<u>\$6,178.00</u>	<u>\$5,883.00</u>	<u>(295)</u>	<u>-4.8%</u>
B	<u>Duplex Unit Assessment Rate</u> <u>Hayes/170th Neighborhood</u>	<u>3,089.00</u>	<u>2,941.50</u>	<u>(148)</u>	<u>-4.8%</u>

The adopted Lakeville 5-year Capital Improvement Plan (2025-2029) programs an estimated total project cost of \$5,400,000. The Feasibility Study estimates resulted in higher totals than the CIP and budgets were adjusted accordingly before being adopted in December 2024. This project is in line with the adopted 2025 budgeted CIP amounts for the project.

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

**Resolution Calling a Public Hearing on Proposed Assessments for City
Improvement Project 25-02**

WHEREAS, pursuant to the direction of the City Council, the City Clerk prepared a proposed assessment roll on the cost of City Project 25-02 to include portions of roads located within the following developments and lands: Cherry View 2nd Addition, Cherrywood Heights, Creek View 2nd Addition, and Foxborough Addition, City Project 25-02; and

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

1. A hearing shall be held on Monday, April 7, 2025 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. or as soon thereafter as the matter can be heard to pass upon such proposed assessment and, at such time and place, all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing and shall state in the notice the total cost of the improvement. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Lakeville, except that no interest shall be charged if the entire assessment is paid on or before November 15, 2025. The first-year installment payments will include interest accrued from November 16, 2025 – December 31, 2025. The property owner may at any time thereafter, pay to the City of Lakeville the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

ADOPTED by the Lakeville City Council this 17th day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 3/17/2025

2025 Miscellaneous Improvements Project Award of Construction Contract

Proposed Action

Staff recommends adoption of the following motion: Move to 1) award construction contract to McNamara, Inc, for the 2025 Miscellaneous Improvements, City Project 25-01, 2) approve proposal from Braun Intertec for professional services, and 3) approve resolution authorizing funding.

Overview

As part of the Pavement Management Plan and in alliance with the ADA Transition Plan the City annually completes a maintenance project designed to protect the City's investment in public roadway and trail infrastructure. Proposed improvements for this years' Miscellaneous Project include small roadway milling & overlay areas, roadway patching due to watermain breaks, select curb and gutter replacement, sidewalk and ADA pedestrian ramp improvements, new trail construction, trail rehabilitation and reconstruction, which includes partnering with Dakota County for parts of the North Creek Greenway Trail system, and storm sewer basin maintenance. This year's project is comprised of multiple smaller projects throughout the City that are combined to attain cost and construction efficiencies while minimizing impacts to residents and businesses. There are no proposed assessments associated with this project.

On Thursday, February 27, 2025, at 10:30 a.m., the City received four bids for City Project 25-01 ranging from the low bid of \$2,525,773.39 submitted by McNamara, Inc. to a high bid of \$3,526,792.90. The project will be inspected and managed by City staff during this year's construction season. The Contingency (8%) and Indirects associated with the project which include engineering design, preliminary geotechnical investigation, materials testing, surveying, construction inspection and administration are estimated to be \$636,222 for a total project cost of \$3,161,995. Total project costs are within the budgeted amounts for the respective areas within the 2025-2029 CIP. Staff has reviewed the bids and finds all acceptable and subsequently recommends award and approval.

Supporting Information

1. Project Financing 25-01
2. Bid summary 25-01
3. McNamara Agreement 25-01
4. Braun Materials Testing Proposal 25-01
5. Budget Resolution 25-01

Financial Impact: \$3,161,995 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Steve Ferraro, Public Works Coordinator

Project Financing

Funding for the project was programmed in the 2025-2029 CIP. The following is a breakdown of the anticipated costs.

- Project Costs: Total**

<u>Cost Type</u>	<u>Amount</u>
Construction Contract	\$ 2,525,773
Engineering/design/survey costs	430,597
Bonding costs	-
Contingency (8% of contract)	202,100
Other costs	3,525
	<u>\$ 3,161,995</u>

- Project Costs: Financing**

<u>Funding Sources</u>	<u>Total</u>
City of Lakeville (property taxes)	\$ 1,355,627
Water Operating Fund	42,779
Sanitary Sewer Operating Fund	53,944
Stormwater Infrastructure Fund	60,637
Environmental Resources Fund	622,037
Park Improvement Fund	140,417
Dakota County Funding	380,099
Park Dedication Fund	68,854
Trail Improvement Fund	437,601
Total	<u>\$ 3,161,995</u>

- Project Costs: 2025 CIP/Budget vs. Actual Bid Results**

	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
City of Lakeville (property taxes)	\$ 1,512,500	\$ 1,355,627	-10.4%
Water Operating Fund	100,000	42,779	-57.2%
Sanitary Sewer Operating Fund	100,000	53,944	-46.1%
Stormwater Infrastructure Fund	-	60,637	n/a
Environmental Resources Fund	725,000	622,037	-14.2%
Park Improvement Fund	135,000	140,417	4.0%
Dakota County Funding	480,000	380,099	-20.8%
Park Dedication Fund	85,000	68,854	-19.0%
Trail Improvement Fund	455,000	437,601	-3.8%
Total	<u>\$ 3,592,500</u>	<u>\$ 3,161,995</u>	-12.0%

The as-bid costs shown in the tables above include contingency (8%) and indirect costs.

Dakota County funding for the North Creek Greenway Trails as part of this project are repaid to the City through a separate JPA. This project is in line with the adopted 2025 CIP/Budget amounts for the project.

2025 Miscellaneous Improvements Project						
City Project # 25-01						
Bid Opening Summary						
February 27th, 2025 10:30 am						
Contractor	Acknowledge Addendums	Bid Bond 5%	Non-Collusion	Responsible Contractor	Base Bid	Total Bid
McNamara Contracting	X	X	X	X	\$2,525,773.39	\$2,525,773.39
Northwest Asphalt	X	X	X	X	\$2,679,267.46	\$2,679,267.46
Valley Paving	X	X	X	X	\$2,779,133.47	\$2,779,133.47
Bituminous Roadways	X	X	X	X	\$3,526,792.90	\$3,526,792.90

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ City of Lakeville _____ (“Owner”) and

McNamara Contracting, Inc. _____ (“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 Miscellaneous Improvements Project, City Project No. 25-01.

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 bituminous surface milling, bituminous paving, concrete curb and gutter replacement, concrete sidewalk and ADA ramp replacement, storm basin maintenance, pervious paver and bituminous parking lot rehabilitations with associated striping, bituminous trail rehabilitation, and minor storm sewer installations.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by WSB.

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 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include all work in Schedules A, B, C, D, E, G, H, and Pond 2001SW006. Placement of final wear course paving, striping, and any other work necessary such that all streets can be opened to traffic. All remaining work in Schedule F shall be substantially completed by **February 28, 2026**.
- B. Final completion on or before **June 20, 2026**.

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) **\$2,525,773.39**.

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 64 sheets with each sheet bearing the following general title: 2025 Miscellaneous Improvements Project, dated February 7, 2025.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20, 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 17, 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:

McNamara Contracting Inc

By: _____

By: 

Title: _____

Title: President

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

Attest: _____

Attest: 

Title: _____

Title: Secretary

Address for giving notices:

Address for giving notices:

16700 Chippendale Avenue

Rosemount, MN 55068

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.)

March 10, 2025

Proposal QTB211555

Mr. Stephen Ferraro
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Proposal for Construction Materials Testing Services
2025 Miscellaneous Improvements Project
City Improvement Project No. 25-01
Various Locations
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2025 Miscellaneous Improvements Project in Lakeville, Minnesota.

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

Our Understanding of Project

We understand this project will include portions of mill and overlay, aggregate base placement, full depth reclamation and new trail and roadway pavements in Kensington Park, Dakota Heights Park, portions of North Creek Greenway Trail and Ipava Avenue, as well as construction of new bituminous trail on 170th Street West. Also included in this project are improvements to the Dakota Heights Park ice rink and parking lot and the Market Plaza parking lot, as well as minor improvements to the storm sewer utilities. New concrete curb & gutter, driveways, and sidewalk will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by City of Lakeville, dated February 11, 2025, and February 7, 2025, respectively.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Provide test-roll observations of full-depth reclamation and aggregate base materials utilized for trail construction to determine if the materials tested are capable of supporting bituminous pavement.
- Sample and test aggregate base and full depth reclamation materials for compliance with the project documents. This task includes laboratory gradation testing of these materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base and full depth reclamation materials.

Concrete Related Services

- Sample and test fresh concrete associated with general concrete placements for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate. We have assumed twelve additional cylinders for field cure purposes for this project which can be made at the request of the onsite inspector.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes: Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the in-place wet density of the fresh bituminous with a nuclear density gauge to observe and document the contractor's growth curve for their roll pattern.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Double Ring Infiltrometer (DRI) testing

We will perform two DRI tests for this project. Both tests will follow ASTM C1781 Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems. We will provide the results of the testing on the previous paver system after the completion of our testing. We assume City of Lakeville staff will pick the testing locations of the two double ring infiltrometer tests.

Basis of Scope of Work

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

- We assume it will take four trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base and full depth reclamation materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with eight trips assumed.
- We assume 24 sets of concrete tests will be required to complete the project. Additional field cure compressive strength cylinders will be cast per the request of your project representative.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume bituminous paving will be completed in thirteen days for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$40,669. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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

General Remarks

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

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Agreement for Professional Engineering Services.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carter Weathermon at 952.836.4148 (cweathermon@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

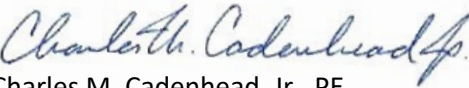
BRAUN INTERTEC CORPORATION



Carter J. Weathermon
CMT Field Technician III



Andrew M. Valerius
Associate Director, Senior Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB211555

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB211555

City of Lakeville - 2025 Misc. Improvements Project 25-01

Client:

City of Lakeville
Stephen Ferraro
20195 Holyoke Ave
Lakeville, MN 55044
(952) 985-4400

Work Site Address:

Various Locations
Lakeville, MN 55044

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$9,149.00
126	Project Engineer	6.00	Hour	160.00	\$960.00
207	Compaction Testing - Nuclear	12.00	Hour	82.00	\$984.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utility Trench Backfill - Storm Sewer	1.00	Trips	3.00	3.00
	Common Embankment - Trail	2.00	Trips	3.00	6.00
	Subgrade Preparation - Trail	1.00	Trips	3.00	3.00
1308	Nuclear moisture-density meter charge, per hour	12.00	Each	24.00	\$288.00
217	Compaction Testing - DCPs	24.00	Hour	82.00	\$1,968.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation/Aggregate Base	8.00	Trips	3.00	24.00
211	Proofroll Observations	18.00	Hour	106.00	\$1,908.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation - Trail	4.00	Trips	3.00	12.00
	Aggregate Base - Trail	2.00	Trips	3.00	6.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	185.00	\$740.00
1162	Sieve Analysis with 200 wash, per sample	7.00	Each	136.00	\$952.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation	4.00	Each	1.00	4.00
	Stabilizing Aggregate	1.00	Each	1.00	1.00
	Aggregate Base - Trail	2.00	Each	1.00	2.00
209	Sample pick-up	7.00	Hour	82.00	\$574.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	150.00	\$150.00
1861	CMT Trip Charge	25.00	Each	25.00	\$625.00
Activity 1.2	Concrete Testing				\$10,392.00
261	Concrete Testing	72.00	Hour	82.00	\$5,904.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	12.00	Trips	3.00	36.00
	Flatwork	12.00	Trips	3.00	36.00
1364	Compressive strength of concrete cylinders, per specimen	84.00	Each	31.00	\$2,604.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	12.00	Sets	3.00	36.00
	Flatwork	12.00	Sets	3.00	36.00
	Field Cures (As Requested by Onsite Inspector)	12.00	Sets	1.00	12.00
278	Concrete Cylinder Pick up	12.00	Hour	82.00	\$984.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pick up	12.00	Trips	1.00	12.00
1861	CMT Trip Charge	36.00	Each	25.00	\$900.00
Activity 1.3	Pavement Testing				\$13,286.00

Project Proposal

QTB211555

City of Lakeville - 2025 Misc. Improvements Project 25-01

207	Compaction Testing - Nuclear	39.00	Hour	82.00	\$3,198.00
<i>Work Activity Detail</i>		<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
Roll Pattern/HMA Sample Pickup		13.00	Trips	3.00	39.00
1308	Nuclear moisture-density meter charge, per hour	39.00	Each	24.00	\$936.00
2689	MnDOT Bituminous Verification, per sample	13.00	Each	679.00	\$8,827.00
1861	CMT Trip Charge	13.00	Each	25.00	\$325.00
Activity 1.4	Project Management				\$5,007.00
226	Project Manager	22.00	Hour	160.00	\$3,520.00
228	Senior Project Manager	2.00	Hour	185.00	\$370.00
238	Project Assistant	11.00	Hour	82.00	\$902.00
130	Principal Engineer	1.00	Hour	215.00	\$215.00
Phase 1 Total:					\$37,834.00
Phase 2	Infiltration Testing				
Activity 2.1	Infiltration Testing				\$2,835.00
1194	Double-ring Infiltrometer test (ASTM D 3385): Cohesive soils - test and equipment rental	2.00	Each	1,100.00	\$2,200.00
1861	CMT Trip Charge	2.00	Each	25.00	\$50.00
126	Project Engineer	2.50	Hour	160.00	\$400.00
128	Senior Engineer	1.00	Hour	185.00	\$185.00
Phase 2 Total:					\$2,835.00
Proposal Total:					\$40,669.00

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

**Resolution Authorizing Funding and 2025 Budget Amendments and Transfers
2025 Miscellaneous Improvements, City Project 25-01**

WHEREAS, 2025 Miscellaneous Roadway Repairs and Overlays, City Project 25-01, is programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029).

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

The estimated project cost is \$3,161,995 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 transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding.

<u>Funding Sources</u>	<u>Total</u>
City of Lakeville (property taxes)	\$ 1,355,627
Water Operating Fund	42,779
Sanitary Sewer Operating Fund	53,944
Stormwater Infrastructure Fund	60,637
Environmental Resources Fund	622,037
Park Improvement Fund	140,417
Dakota County Funding	380,099
Park Dedication Fund	68,854
Trail Improvement Fund	437,601
Total	<u>\$ 3,161,995</u>

ADOPTED by the Lakeville City Council this 17th day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 3/17/2025

Resolution Authorizing Continued Participation in the Dakota County Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant Entitlement Programs for Fiscal Years 2026 through 2028

Proposed Action

Staff recommends adoption of the following motion: Move to adopt a resolution to authorize continued participation in the Dakota County Community Development Block Grant, Home Investment Partnership, and Emergency Solutions Grant Entitlement Programs.

Overview

Adoption of this resolution will result in the City continuing its participation in the U.S. Department of Housing and Urban Development (HUD) funded Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program, and Emergency Solutions Grant (ESG) Program administered by the Dakota County Community Development Agency (CDA) for fiscal years 2026-2028.

As a city with a population above 50,000, HUD classifies Lakeville as a “metropolitan city,” which makes Lakeville eligible to receive its own CDBG entitlement allocation (but not HOME or ESG allocation). The Dakota County CDA has notified the City of Lakeville that it may once again elect to defer its Metropolitan City Entitlement Status for the fiscal years 2026-2028 to remain a part of Dakota County’s urban county classification.

Staff has reviewed the options available for participation in the CDBG program. While the city would receive additional funding if it chose to be an entitlement City, it would assume all of the administrative responsibilities of the program which require 15-20% of the total CDBG funding to be received. Therefore, the net total increase in available grant funds would be minimal.

Four other cities in Dakota County are also eligible to be entitlement cities under the CDBG program and have historically chosen to participate in the County program administered by the CDA. Lakeville and other entitlement eligible cities have the opportunity to reconsider their options for participation in the CDBG program every three years.

The City has had an excellent working relationship with the Dakota County CDA with the CDBG program and thus staff recommends continued participation in the County program.

Supporting Information

1. Metropolitan City Entitlement Status letter 3.3.25
2. Continued Participation Resolution 2026-2028

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kati Bachmayer, Economic Development Manager
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Dakota County
Community Development
Agency

1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

Mr. Justin Miller
City Administrator
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

March 3, 2025

Dear Mr. Miller:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires urban counties to requalify their entitlement status and participating communities for the purpose of awarding Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. Dakota County has qualified as an urban county and has received an annual allocation of CDBG funds since 1984. CDBG-funded activities have been a key element to keep our communities strong and vibrant. The HOME program was designed exclusively to create affordable housing for low-income households. The ESG program assists individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. The Dakota County Community Development Agency (CDA) administers the CDBG, HOME, and ESG programs on behalf of Dakota County.

The successful use of these federal programs is due to the active involvement and support from local government. We hope to continue this partnership. As a city with a population above 50,000, HUD classifies Lakeville as a "metropolitan city". With such a classification, Lakeville is eligible to receive its own CDBG entitlement allocation but not a HOME or ESG allocation. To date, Lakeville has chosen to defer its status as a metropolitan city and remain a part of Dakota County's urban county classification. The city needs to make a choice again for the next three-year period of 2026-2028.

If the City of Lakeville chooses to remain a participant of Dakota County's CDBG, HOME, and ESG programs, then it would continue to be eligible for funding through the Dakota County CDA. **Whether Lakeville chooses to defer or accept its metropolitan city entitlement status it must notify in writing both the CDA and the HUD Field Office no later than May 15, 2025.** Notice to the HUD Field Office should be addressed to 212 Third Avenue South, Suite 150, Minneapolis, MN 55401, Attention: Ursula Brandt. Attached is a sample letter the city may use to defer its metropolitan city status if it again chooses that option. If Lakeville chooses to accept a city entitlement status, it can use this same sample letter by changing it from deferral to acceptance.

If you have any questions regarding this process or the CDBG, HOME, and ESG programs, please contact me at (651) 675-4464 or at mdykes@dakotacda.org.

Sincerely,
DAKOTA COUNTY CDA

A handwritten signature in cursive script that reads "Maggie Dykes".

Maggie Dykes, Asst. Director of Community & Economic Development

CITY OF LAKEVILLE

RESOLUTION NO. ____

**APPROVAL OF THE CONTINUATION OF COOPERATIVE AGREEMENT
FOR THE DAKOTA COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT, HOME INVESTMENT PARTNERSHIP, AND EMERGENCY
SOLUTIONS GRANT ENTITLEMENT PROGRAMS
FOR FISCAL YEARS 2026 THROUGH 2028**

WHEREAS, the City of Lakeville has been a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Years since 1984; and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG and Home Investment Partnership (HOME) Programs; and

WHEREAS, the Dakota County CDA has requested that the City of Lakeville affirm its continued participation in the Dakota County CDBG, HOME, and Emergency Solutions Grant (ESG) entitlement programs for the next three fiscal years; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville hereby chooses to defer its metropolitan city entitlement status for the U.S. Department of Housing and Urban Development's CDBG and HOME programs; and

BE IT FURTHER RESOLVED that the Dakota County CDA is designated as the administrative entity to carry out the CDBG, HOME, and ESG programs on behalf of the City of Lakeville, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

ADOPTED by the Lakeville City Council this 17th day of March, 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 3/17/2025

Agreement with Seal King for Trail Crack Sealing

Proposed Action

Staff recommends adoption of the following motion: Move to Approve Trail Crack Sealing Agreement with Seal King.

Overview

City staff requested proposals from three contractors for the crack sealing of the trails. The City received proposals ranging from .480 to .550 cents per lineal foot for trail crack sealing. The low proposal for the project was submitted by Seal King at .480 cents per lineal foot. The project will be funded from the Trail Improvement Fund which provides \$80,000 of appropriations for both trail fog sealing and crack sealing. The estimated quantity of cracks on the trails is 60,000 lineal feet. At a cost of .480 cents per lineal foot, the estimated cost to complete the trail crack sealing is \$28,800.

Staff recommends approving a contract with Seal King for Trail Crack Sealing at a cost of \$28,800.

Supporting Information

1. 2025 Trail Crack Seal Agreement - Seal King Signed
2. 2025 Trail Crack Sealing Project Proposal Results

Financial Impact: \$28,800 Budgeted: Yes Source: Trail Improvement Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Mark Kruse, Parks Superintendent

**AGREEMENT
BETWEEN CITY OF LAKEVILLE AND SEAL KING
FOR 2025 TRAIL CRACK SEALING**

THIS AGREEMENT made this 17th day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **SEAL KING** (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Specifications dated February 21, 2025 prepared by the City of Lakeville.
- C. Contractor’s Proposal dated February 24, 2025.

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 “C” has the last priority.

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal, per lineal foot of “in place” crack sealing material. Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Parks Superintendent.
- B. Progress Payments; Retainage. Owner shall make 90% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.
- C. Payments to Subcontractors.

- (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Parks Superintendent. Final completion shall be when all of the work is completed per the contract.

5. COMPLETION DATE. The Work must be completed by July 1, 2025.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
 - (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

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

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any

other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

- (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.
- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or

unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

OWNER:
CITY OF LAKEVILLE

CONTRACTOR:
SEAL KING

BY: _____
Luke M. Hellier, Mayor

BY: Jacob Stewart

AND: _____
Ann Orlofsky, City Clerk

Its: President

**PROPOSAL FORM
TRAIL CRACK SEALING
LAKEVILLE, MINNESOTA
2025**

The undersigned proposes and agrees, if this quote is accepted, to enter into a Form of Agreement with Owner in the form attached, to perform all work as specified or indicated in the plans and specifications for the prices indicated and within the times indicated in this packet.

The undersigned further asserts that they are legally authorized to provide this quotation on behalf of the company listed.

Contractor accepts all of the terms and conditions of the Instructions to Contractors, including without limitation those dealing with Evaluation of Proposals and Award of Contract. The Proposal will remain subject to acceptance for 60 days after the Proposal Opening, or for such longer period of time that Contractor may agree to in writing upon request of Owner.

In submitting this quote, the undersigned represents that they have examined and carefully studied the quotation packet including the plans, specifications, and requirements, and that they are familiar with all federal, state, and local laws that may affect cost, progress, or performance of the work.

Item	Unit	Est. Quantity	Unit Price	Total
City of Lakeville Trail Crack Sealing	LF	60,000	\$0.48	\$28,800.00

Total Bid: 28,800.00

This Proposal provided by:

Printed Name: **Jacob Stewart**

Signature: 

Date: **2/24/2025**

Title: **Owner**

Company: **Seal King**

Telephone Number: **952-491-1840**

Email Address: **jacob@sealking.com**



2025 Lakeville Trail
Crack Sealing Project Proposal Results
3/6/2025

<u>Company</u>	<u>Est. Quantity (lineal feet)</u>	<u>Unit Price</u>	<u>Total</u>
Seal King	60,000	\$0.480	\$28,800.00
Allied Blacktop Co.	60,000	\$0.51	\$30,600.00
Gopher State Sealcoat, Inc.	60,000	\$0.5500	\$33,000.00



Date: 3/17/2025

Approval of Local Affordable Housing Aid Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Local Affordable Housing Aid Agreement

Overview

The 2023 Legislature passed a housing bill with \$1 billion in new funding for various housing programs. The Legislature appropriated state funds for the programs and established a metro wide sales tax for housing needs, including a portion of this tax as a local housing aid for metropolitan cities.

The new law establishes a 0.25% metropolitan regional sales tax, with a portion of the proceeds allocated to metropolitan cities over 10,000 in population. Lakeville will receive a distribution of aid under this legislation of \$229,464.59 in 2024 (certified amount). Cities must spend this aid by December 31st in the four-year following the year after the aid was received. Funds must be committed within three years.

Dakota County cities have been working with the Dakota County CDA to identify methods to pool LAHA funds countywide to maximize affordable housing production and preservation and to minimize administrative costs. The CDA has identified two programs which build upon existing CDA programs and which the CDA could efficiently administer on cities' behalf:

- Enhanced single-family home improvement loan program which would increase the number of homes improved from 60-70 per year to 115-120 per year countywide. Average loan is \$32,000.
- Radon mitigation grant program which would provide funds for radon testing and mitigation in at least 40 homes per year countywide. Average loan is \$2,000.

On November 18, 2024, the City Council passed a resolution committing the 2024 funds for these two programs. The Local Affordable Housing Aid Agreement between the City and CDA has been prepared for City approval. The agreement requires the city to annually take formal action by resolution to allocate LAHA funds.

Exhibit A lists the programs the CDA is offering for use with LAHA funds, while Exhibit B lists what the City of Lakeville has committed to (in the previously approved resolution) and corresponding dollar amounts. This will be reviewed annually. All Lakeville funding will be distributed to Lakeville residents.

Supporting Information

1. DCCDA - Lakeville LAHA Agreement

Financial Impact: \$229,464.59 Budgeted: No Source: LAHA Funds Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Tina Goodroad, Community Development Director

LOCAL AFFORDABLE HOUSING AID AGREEMENT
between
CITY OF LAKEVILLE
and
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

THIS LOCAL AFFORDABLE HOUSING AID AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2025 by and between the City of Lakeville, Minnesota (the "City"), 20195 Holyoke Avenue, Lakeville, MN 55044, a municipal corporation and political subdivision of the state of Minnesota, and the Dakota County Community Development Agency (the "CDA"), 1228 Town Centre Drive, Eagan, Minnesota 55123, a public body politic and corporate; also referred to as "Party" or "Parties."

WHEREAS, the State of Minnesota created Local Affordable Housing Aid ("LAHA") under Minnesota Statutes, Section 477A.35, as may be amended, which established distributions to metropolitan area counties and tier I cities located in a metropolitan county for qualifying projects as defined in Section 477A.35, subd. 4 ("Qualifying Projects").

WHEREAS, the City desires to engage the CDA to receive the City's LAHA funds and administer Qualifying Projects on behalf of the City.

WHEREAS, the CDA desires to serve in this role with its experience in and staffing of housing finance, preservation, and development.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the sufficiency is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **TERM.** This Agreement shall commence as of the date written above and shall continue until all duties are fulfilled, unless sooner terminated under the terms of the Agreement.

2. **DUTIES OF THE CDA.**

2.1 Authorized to Act on Behalf of the City. The CDA shall act as the agent for the City to administer LAHA funds according to state statutes, laws, and rules. The CDA shall assume all duties and obligations that would otherwise be imposed upon the City, specifically:

- a. Spending the funds received under this Agreement on Qualifying Projects, including disbursements to the CDA, eligible individuals and subrecipients, as well as to contractors, affordable housing developers, and vendors, all after determining that the use meets all requirements of Qualifying Projects.

- b. Maintaining complete and accurate records of funds received and all disbursements.
 - c. Ensuring timely expenditure of LAHA funds by December 31 in the fourth year following the allocation of the funds by the Minnesota Department of Revenue. If funds cannot be spent on Qualifying Projects by the deadline due to factors outside of the control of the CDA, the CDA will work with the City to transfer funds to a local housing trust fund.
 - d. Preparing an annual report, as required starting December 1, 2025, under Minnesota Statutes, Section 477A.35, subd. 6(b).
- 2.2 Compliance. The CDA shall comply with all applicable state and local LAHA requirements.
- 2.3 Identification and Use of LAHA Funds.
- a. All LAHA funds received and expended under this Agreement will be spent solely on Qualifying Projects defined under Minnesota Statutes, Section 477A.35, subd. 4.
 - b. CDA will be responsible for the administration of those Qualifying Projects identified in Exhibit A, in a manner satisfactory to the City and consistent with any required standards.

3. USE OF FUNDS.

- 3.1 Qualifying Projects. Per Minnesota Statutes, Section 477A.35, a broad list of LAHA uses are defined as Qualifying Projects. The CDA has offered to administer on behalf of the City the LAHA collaboration Qualifying Projects identified in Exhibit A. Exhibit A will be amended if there are changes to the list of Qualifying Projects in Minnesota Statutes or the CDA and the City agree to changes in the Qualifying Projects.
- 3.2 Allocation of LAHA Funds to CDA. The City will annually take formal action by resolution to allocate LAHA funds to the CDA for one, two, or all LAHA collaboration Qualifying Projects. These changes will be reflected in Exhibit B, which the CDA will update annually and deliver to the City. The CDA reserves the right to update the adjustment of the LAHA collaboration Qualifying Projects, as needed, including ongoing activities from previous fiscal years.

4. TRANSFER OF FUNDS.

- 4.1 Transfer by the City. The City shall transfer the LAHA funds specified in Exhibit B received from the State to the CDA. Upon receipt of the annual authorizing City resolution, the CDA will submit a written request for the

LAHA funds to the City. The Parties shall cooperate and mutually agree upon the amount, timing, and transfer of LAHA funds to the CDA.

4.2 Retention of Funds. The CDA shall deposit and maintain the LAHA funds received under this Agreement in a separate internal account. The CDA shall maintain appropriate records of LAHA funds. The CDA shall administer and disburse all LAHA funds in accordance with this Agreement.

4.3 Program Income. Program income is the gross income received by the CDA that was generated from the use of the City's LAHA funds. The primary example is the payment of principal on loans made using LAHA funds.

Any program income generated from LAHA funds will be classified and distributed based on rules and guidance issued from the State as it becomes available.

Any program income on hand at the end of the expiration of this Agreement or received after expiration of this Agreement shall be paid over to the City unless the City and the CDA have entered into subsequent agreements.

4.4 Funding Contingency. The CDA's obligations under this Agreement are specifically contingent upon the disbursement of LAHA funds by the State and the City's transfer of LAHA funds to the CDA.

4.5 CDA Expenses. Unless allowable as a Qualifying Project, administrative and salary expenses incurred by the CDA will be paid by the CDA's special benefit levy and/or program service fees. If/when administrative and salary expenses are eligible, such costs will be assessed proportionally amongst the City and other CDA LAHA collaboration parties.

5. RECORDS AND REPORTS.

5.1 Records. The CDA shall maintain complete and accurate records of LAHA funds received and all disbursements.

5.2 Reports. The CDA shall prepare quarterly progress reports on the Qualifying Projects regarding project pipeline, project start and completion dates, amount spent on Qualifying Projects, and other information as requested. Identifying data for individual clients will be aggregated. The CDA shall prepare the annual report for the City to submit to the Minnesota Housing Finance Agency.

5.3 Access to Records. The CDA agrees to provide the City, its designated auditors, or any of its authorized representatives access to any financial reports, documents, papers, and records of the CDA that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- 5.4 Record Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd.5, Minnesota Statutes, Section 16B.98, subd. 8 and applicable requirements, the CDA shall maintain records under this Agreement for a minimum of six (6) years from the end of this Agreement.

6. INDEMNIFICATION.

- 6.1 The CDA agrees to hold harmless, indemnify, and defend the City, its officials, agents, and employees against any and all third-party claims of whatever nature, expenses (including attorneys' fees), losses, damages or lawsuits for damages that arise as a result of the willful misconduct, negligent acts, errors, and/or omissions of the CDA in the performance of this Agreement.
- 6.2 Nothing in this Agreement (including, but not limited to, indemnification or insurance provisions) shall be deemed a waiver by either Party of the limits of liability set forth in Minnesota Statutes, Section 466.04 or a waiver of any available immunities or defenses. The CDA's obligation to hold and save harmless in this Agreement shall be limited by the limitations on liability set forth in Minnesota Statutes, Section 466.04, as may be amended from time to time.
- 6.3 The CDA shall notify the City within five (5) business days of actual receipt of any of the potential claims against the CDA that may arise as a consequence of any of the work or services performed or furnished by the CDA under the terms of this Agreement.

- 7. TERMINATION.** If the CDA materially fails to fulfill its obligations under this Agreement, the City may suspend or terminate this Agreement upon written notice to the CDA specifying the reason for termination. If the Agreement is terminated, the CDA shall pay over any unexpended funds and program income to the City. The CDA shall no longer be responsible for reporting on LAHA funds.

- 8. DATA PRIVACY.** All data collected, created, received, maintained, disseminated, or used for any purposes in the course of the CDA's performance under this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 or any other applicable state statutes and any state rules adopted to implement LAHA, as well as state statutes and federal regulations on data privacy. The CDA agrees to abide by these statutes, rules, and regulations as they may be amended.

- 9. DISPUTE RESOLUTION.** In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable

to resolve the dispute through these methods, either Party may commence an action in Dakota County District Court.

10. GENERAL PROVISIONS.

- 10.1 Compliance with Laws. The Parties shall abide by all applicable federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereunder adopted pertaining to activities governed by this Agreement. The CDA shall be responsible for the performance of any contractors unless otherwise agreed in writing.
- 10.2 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
- 10.3 Independent Contractor. The CDA is an independent contractor and nothing herein shall be construed to create the relationship of employer and employee or joint venture between the City and the CDA. The CDA shall at all times be free to exercise initiative, judgment, and discretion as to how best to provide the services pursuant to this Agreement. The CDA acknowledges and agrees that the CDA is not entitled to receive any of the benefits received by City employees and is not eligible for workers or reemployment compensation benefits.
- 10.4 Modifications. Any alternations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the Parties.
- 10.5 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.
- 10.6 Survival of Terms. The following components of this Agreement will survive the termination or expiration of this Agreement: 4.4, 5.1, 5.2, 5.3, 6, 7, and 8.
- 10.7 Assignment. Neither Party may assign any interest in this Agreement without prior written consent of the other Party. Any non-approved transfer, assignment or conveyance shall be void.
- 10.8 Certification and Signatures.
 - a. Each Party certifies and warrants that it has the legal authority to enter into and perform under this Agreement and that its governing

body has authorized the execution and acceptance of this Agreement.

- b. Each person executing this Agreement on behalf of a Party certifies and warrants that such person is duly and validly authorized to legally execute and bind the Party to the terms of this Agreement.
- c. The Parties agree that electronic signatures to this Agreement shall be as valid as original signatures of the Parties and shall be effective to bind the Parties to this Agreement.

10.9 Rights and Remedies. All rights and remedies available to either the City or the CDA under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10.10 Notices. Notices required to be provided pursuant to this Agreement shall be provided to the following named persons and address unless otherwise stated in this Agreement or in an amendment to this Agreement.

10.11 Liaison. To assist the Parties in the day-to-day performance of this Agreement, liaisons shall be designated by the City and the CDA. The Parties shall keep each other continually informed. At the time of the execution of this Agreement, the following persons are the designated liaisons:

For the City:

Tina Goodroad
Community Development Director
20195 Holyoke Avenue
Lakeville, MN 55077
tgoodroad@lakevillemn.gov
(952) 985-4420

For the CDA:

Lisa Alfson
Director of Community & Economic Development
1228 Town Centre Drive
Eagan, MN 55123
lalfson@dakotacda.org
(651) 657-4467

IN TESTIMONY WHEREOF, the Parties hereto have caused these presents to be executed.

City of Lakeville, Minnesota

By: _____
Luke Hellier
Its: Mayor

Dated: _____

By: _____
Ann Orlofsky
Its: City Clerk

Dated: _____

Dakota County Community Development Agency

By: _____
Joe Atkins
Its: Chair, Board of Commissioners

Dated: _____

By: _____
Tony Schertler
Its: Executive Director

Dated: _____

EXHIBIT A TO SUBRECIPIENT AGREEMENT

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) AND THE CITY OF LAKEVILLE (City)

Local Affordable Housing Aid (LAHA) funds will be committed to the following Qualifying Projects. CDA has offered to administer the following LAHA Collaboration Qualifying Projects on behalf of the City.

1. Expanded Single-Family Home Improvement Loan Program. Increase the number of loans made through the CDA's Home Improvement Loan Program, which provides zero percent, deferred loans up to \$35,000 for home improvement projects that prioritize health, safety, and structural integrity concerns.

LAHA funds will be administered in accordance with the Home Improvement Loan Program policy and procedures handbook, as periodically amended. Households at or below 80% of the Area Median Income (AMI) will be prioritized. If/when there are no priority households on the waiting list to be served, the CDA will then consider serving households above 80% AMI to the maximum LAHA income limit of 115% AMI.

2. Radon Testing and Mitigation Grant Program. This grant program will provide free testing services to clients of the CDA's Home Improvement Loan Program and will provide free mitigation systems for those clients whose homes have radon levels exceeding allowable levels, as determined by the US Environmental Protection Agency. The CDA will discuss with City the expansion of the program to other eligible homeowners if there is interest and CDA staff capacity.

As the Home Improvement Loan Program and the Radon Testing and Mitigation Grant Program serve the same clients, the CDA reserves the right to combine the funding for these two programs into one account to best serve the needs of clients.

3. Residential Preservation and New Construction Gap Financing Program. This program will expand the existing CDA-administered gap financing resources for affordable residential multi-family and single-family preservation and new construction. The CDA will work with the City to identify potential projects that need gap financing.

EXHIBIT B TO SUBRECIPIENT AGREEMENT

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) AND THE CITY OF LAKEVILLE (City)

Local Affordable Housing Aid (LAHA) funds will be committed to the following Qualifying Projects. Exhibit B will be amended on an annual basis, or as needed, through the term of this Agreement.

CURRENT YEAR ALLOCATION – 2024

All funds must be committed by December 31, 2027, and fully expended by December 31, 2028.

- Qualifying Project 1: HOME IMPROVEMENT LOAN PROGRAM – Administered by CDA
 - Description: The Home Improvement Loan Program assists low and moderate-income homeowners in improving and maintaining their homes in a decent, safe, and sanitary condition. The program offers deferred loans up to \$35,000 with zero percent interest rates to homeowners earning 115 percent or below area median income, and prioritizing homeowners with incomes at or below 80 percent area median income.
 - Schedule: Ongoing
 - Budget: \$ 137,679.00 (60 percent of 2024 LAHA distribution to City)
- Qualifying Project 2: RADON TESTING AND MITIGATION GRANT PROGRAM – Administered by CDA
 - Description: The Radon Testing and Mitigation Grant Program assists clients of the Home Improvement Loan Program with free radon testing and installation of a mitigation system, if needed. Clients will receive free radon tests to be performed by professional radon testing providers. Clients whose homes have radon levels greater than 4.0 pCi/L (picocuries of radon per liter of air) will receive a mitigation system. Every effort will be made to ensure the radon levels in the subject homes post-mitigation will not exceed 2.0 pCi/L.
 - Schedule: Ongoing
 - Budget: \$ 91,786.00 (40 percent of LAHA distribution to City)



Date: 3/17/2025

Airlake DEA Final Plat

Proposed Action

Staff recommends adoption of the following motion: Approval of the Final Plat and Development Contract for Airlake DEA

Overview

Hat Trick Investments, LLC representatives have submitted a final plat for Airlake DEA. The plat consists of two outlots and the dedication of right-of-way for the extension of 222nd Street, totaling 114.58 acres. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street. The City Council approved the preliminary plat on February 18, 2025.

As part of the plat of Airlake DEA, Hat Trick Investments will be constructing 222nd Street from its existing terminus up to the eastern plat boundary. The developer is required to enter into a development contract with the City addressing the improvements and construction on site. This requirement assures the City that these improvements will be constructed to the satisfaction of the City.

The proposed final plat meets the recommended goals and objectives of the zoning code and comprehensive plan and is consistent with the preliminary plat. Dakota Electric Association has committed to developing Outlot B of the proposed plat. Development of the outlot will be reviewed by the City Council at a later date.

Supporting Information

1. Resolution - Final Plat
2. Development Contract
3. March 11, 2025 Planning Report
4. Exhibits for Planning Report
5. March 11, 2025 Engineering Report

Financial Impact: N/A Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner
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CITY OF LAKEVILLE

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT
OF AIRLAKE DEA**

WHEREAS, the owner of the property described as **AIRLAKE DEA** has requested final plat approval; and

WHEREAS, a public hearing concerning the preliminary plat was reviewed by the Lakeville Planning Commission in accordance with Minnesota Statutes, Section 462.357 Subd. 3;

WHEREAS, the final plat is consistent with the preliminary plat approved by the City Council; and

WHEREAS, the final plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **AIRLAKE DEA** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, and the stipulations and requirements listed in the Engineering Division memorandum dated March 11, 2025.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this **17th** day of March 2025

CITY OF LAKEVILLE

Luke 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 17th 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

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

AIRLAKE DEA

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **HAT TRICK INVESTMENTS, LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***AIRLAKE DEA*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

The West 1980.00 feet of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County, Minnesota EXCEPT the South 690.00 feet of the East 631.30 feet of said West 1980.00 feet.

AND

The South 690.00 feet of the East 315.65 feet of the West 1664.35 feet of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County, Minnesota.

[platted as Outlots A and B, Airlake DEA, Dakota County, Minnesota.]

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 100 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park dedication charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current metropolitan urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

Plan C - Plans and Specifications for Public Improvements

Plan D - Street Lighting Plan

8. IMPROVEMENTS. The Developer shall install and pay for the following:

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer

shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD .DWG file or a .DXF file, all prepared in accordance with City standards.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

9. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

10. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access

- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2025, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall

be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion 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.

The MS4 Administration Fee for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval. The cash contribution shall include the dedicated right-of-way for 222nd Street.

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of ground cover or temporary stabilization approved by the City, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include

field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations and building pads, and all other items listed in City Code Section 10-3-5.NN.

Prior to the release of the grading and erosion control security, the “as constructed” plan for the lot must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and “as constructed” grading plan is not timely completed, the City may enter the lot, perform the work, and drawn on the letter of credit. Upon satisfactory completion of the grading, erosion control and “as constructed” grading plan, the security, less any draw made by the City, shall be released.

Airlake DEA 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.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the improvements lying within public easements shall become City property without further notice or action.

18. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during

the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct drainage swales within 222nd Street right-of-way to convey runoff offsite to the north via an existing drainage swale to an identified wetland and DNR identified trout stream.

The Developer shall construct public storm sewer systems within right-of-way to collect and convey stormwater runoff generated from within the public right-of-way to an existing drainage swale constructed in conjunction with previous phases of Launch Park preliminary plat.

Draintile construction is required in areas of non-granular soils within Airlake DEA for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval. The cash contribution shall include the dedicated right-of-way for 222nd Street.

20. SANITARY SEWER. Airlake DEA is located within the South Creek sanitary sewer district. Wastewater will be conveyed through public sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

The Developer shall construct and extend 8-inch public sanitary sewer 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.

The Sanitary Sewer Availability Charge for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval. The Developer's cash contribution shall include the dedicated right-of-way for 222nd Street.

21. WATERMAIN. The Developer shall construct and extend 12-inch watermain along 222nd Street to the eastern plat boundary from an existing stub located within 222nd Street.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction is restricted to 222nd Street. Construction traffic access and egress via adjacent local roadways and existing subdivisions is prohibited.

23. 222ND STREET IMPROVEMENTS. The Developer shall extend 222nd Street from its existing terminus at the intersection of 222nd Street and Garvey Lane through the eastern plat boundary. The Developer shall install a temporary turnaround on the east end of 222nd Street until it is extended with the development of the property east of the plat. The temporary turnaround must be paved within one year of construction unless the roadway is extended. Before the City signs the final plat, the Developer shall furnish the City an appropriately executed public temporary turnaround easement, in recordable form, and shall also provide a \$5,000.00 security to guarantee removal and restoration of the temporary turnaround.

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.

24. PARK, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid by the Developer at the time Outlots A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer

shall pay to the City a cash fee in the amount of \$850.00 for installation of traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

The Developer shall pay a cash fee in the amount of \$2,297.32 for one-year streetlight operating expenses with the final plat, calculated as follows:

2028 front foot	x \$1.1328/unit	= \$2,297.32
Total Front footage	2025 Rate	Streetlight Operating Fee
Airlake DEA Addition		Airlake DEA Addition

26. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for

one-year of environmental resources management expenses for Outlots A and B with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval. The cash contribution shall include the dedicated right-of-way for 222nd Street.

27. WETLANDS. A wetland delineation was completed and approved for the site. No wetlands

were located identified within 222nd Street. One wetland was identified north of 222nd Street that will need to be reviewed prior to construction.

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

- A. Implementation of the recommendations listed in the March 11, 2025, Engineering Report.
- B. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: two (2) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In

addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- C. The Developer shall pay a cash fee for the preparation of record construction drawings and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- D. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$14,000.00 and consists of ten (10) mast arm lights at \$1,400.00 each.
- E. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

29. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, letter of credit or alternate security, in the form attached hereto, from a bank ("security") for \$1,859,679.21. If an alternate security is furnished, the Developer shall also furnish a letter of credit for twenty-five percent (25%) of the alternate security amount to cover any contract increases. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$170,010.00
B. Watermain	416,573.00
C. Storm Sewer/Draintile	35,489.00
D. Streets	685,346.00
E. Erosion Control/Stormwater Basins, Restoration, Grading Certification	<u>343,236.00</u>
CONSTRUCTION SUB-TOTAL	\$1,650,654.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$49,519.62
B. Developer's Construction Survey (2.5%)	41,266.35
C. City Legal Expenses (Est. 0.5%)	8,253.27
D. City Construction Observation (Est. 5.0%)	82,532.70
E. Developer's Record Drawings (0.5%)	8,253.27
F. 222 nd Street Temporary Cul-de-Sac Removal	5,000.00
G. Street Lights	14,000.00
H. Iron Monuments	<u>200.00</u>

OTHER COSTS SUB-TOTAL**\$209,025.21****TOTAL SECURITIES:****\$1,859,679.21**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

30. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the City Council signing the final plat:

A. Traffic Control Signs	850.00
--------------------------	--------

B. Streetlight Operating Fee	2,297.32
C. Property Data and Asset/Infrastructure Management Fee	180.00
D. City Engineering Administration (3% for letters of credit)	<u>49,519.62</u>
TOTAL CASH REQUIREMENTS	\$52,846.94

31. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

32. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

33. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

34. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not

comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and

fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general 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 Developer and its general 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 Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)
\$2,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages shall be included:

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

Automobile Liability

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

Workers Compensation

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

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

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

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

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

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

- J. Indemnification. To the fullest extent permitted by law, Developer 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 Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for

whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 800 LaSalle Avenue, Suite 1610 Minneapolis, Minnesota 55402 Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been 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 by Ann Orlofsky, the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:
HAT TRICK INVESTMENTS, LLC

BY: _____
Dan Regan
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Dan Regan, the Chief Manager of **HAT TRICK INVESTMENTS, LLC**, a Minnesota limited liability company, on behalf of said entity.

NOTARY PUBLIC

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

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

DAKOTA ELECTRIC ASSOCIATION, a Minnesota cooperative, which has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Contract, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 2025.

DAKOTA ELECTRIC ASSOCIATION

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Dakota Electric Association, a Minnesota cooperative, on behalf of said entity.

NOTARY PUBLIC

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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____,
of _____ (Name of Bank)";

b) Be signed by the City Administrator or Finance Director of the City of Lakeville.

c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on November 30,
2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____



Memorandum

To: Tina Goodroad, AICP, Community Development Director
From: Heather Botten, Senior Planner
Date: March 11, 2025
Subject: Airlake DEA

BACKGROUND

Representatives of Hat Trick Investments have submitted an application for a final plat of the 114.58-acre preliminary plat of Airlake DEA, approved by the City Council on February 18, 2025. The final plat includes a two outlot subdivision along with the right-of-way dedication for 222nd Street. Hat Trick Investments is constructing the extension of 222nd Street from its existing terminus near the eastern plat boundary. The Developer will also construct a temporary cul-de-sac at the end of 222nd Street. Dakota Electric Association is planning to develop Outlot B of the proposed plat, the site improvements for which will be addressed with the plat of Airlake DEA 2nd Addition.

EXHIBITS:

- A. Location Map
- B. Final Pat
- C. Preliminary Plat

FINAL PLAT

Zoning and Surrounding Uses. The property is zoned I-2, General Industrial District. The proposed plat is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Undeveloped Agricultural Property	Outside City Limits. Farmington Comprehensive Plan guides for agricultural use	Agriculture per Farmington Zoning Map

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

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 current 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 outlots meet the minimum lot size and width requirements for future development in the I-2 district. The proposed final 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 plat of Airlake DEA consists of two outlots and right-of-way for 222nd Street. The lots proposed with the plat exceed the minimum lot area and lot width requirements for the I-2, General Industrial District.

Streets. The plat of Airlake DEA includes the 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.

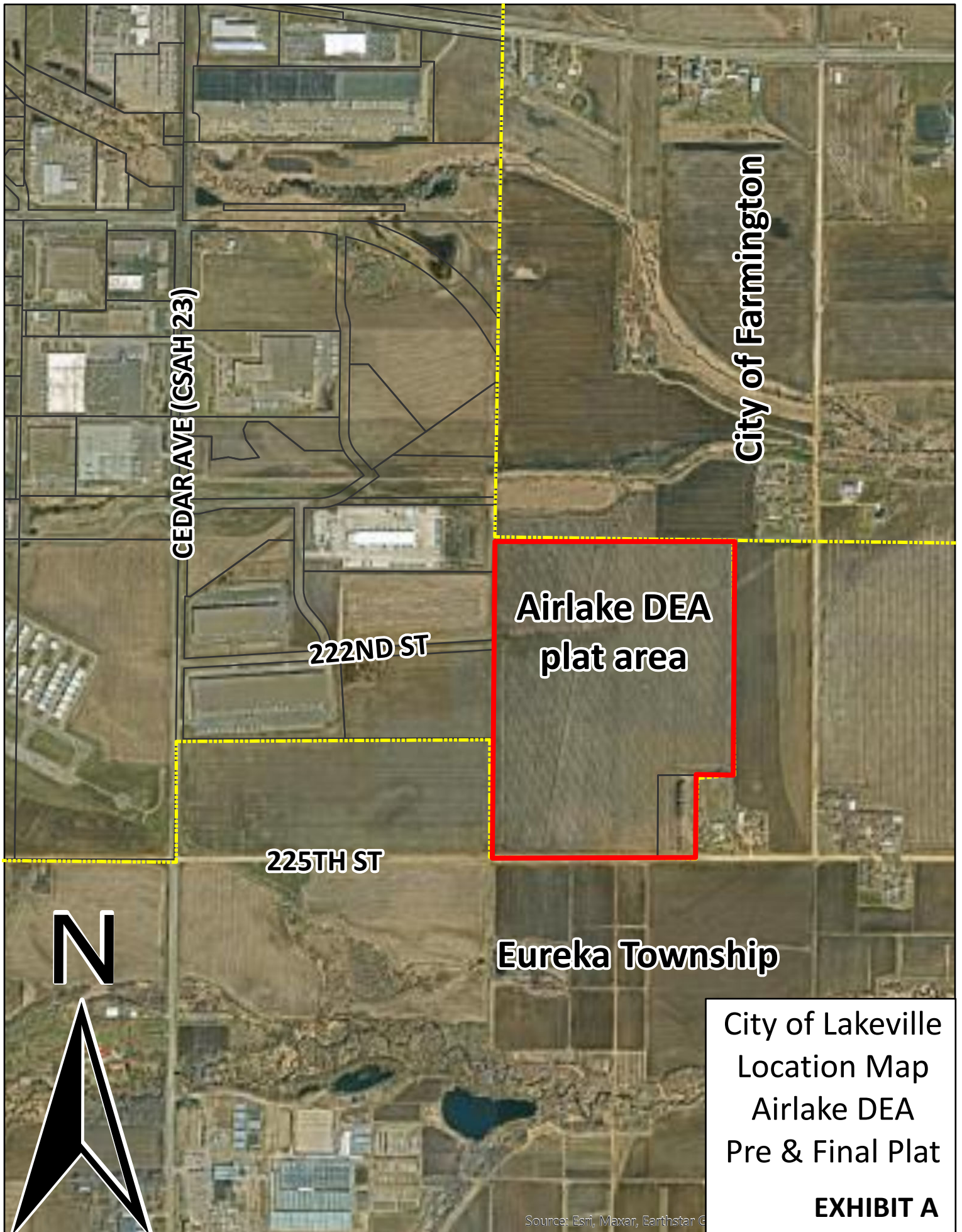
225th Street is an unpaved road that runs along the southern portion of the plat that will provide a secondary access point to Outlot B. Eureka Township owns and maintains 225th Street and there are no current plans to improve the road.

RECOMMENDATION

Community Development Department staff have determined that the final plat of Airlake DEA is consistent with the approved preliminary plat and complies with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the final plat subject to the following stipulations:

1. The **AIRLAKE DEA** final plat is approved subject to the development contract, security requirements and the recommendations and requirements listed in the Engineering Division memorandum dated March 11, 2025.

2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.



CEDAR AVE (CSAH 23)

222ND ST

225TH ST

City of Farmington

**Airlake DEA
plat area**

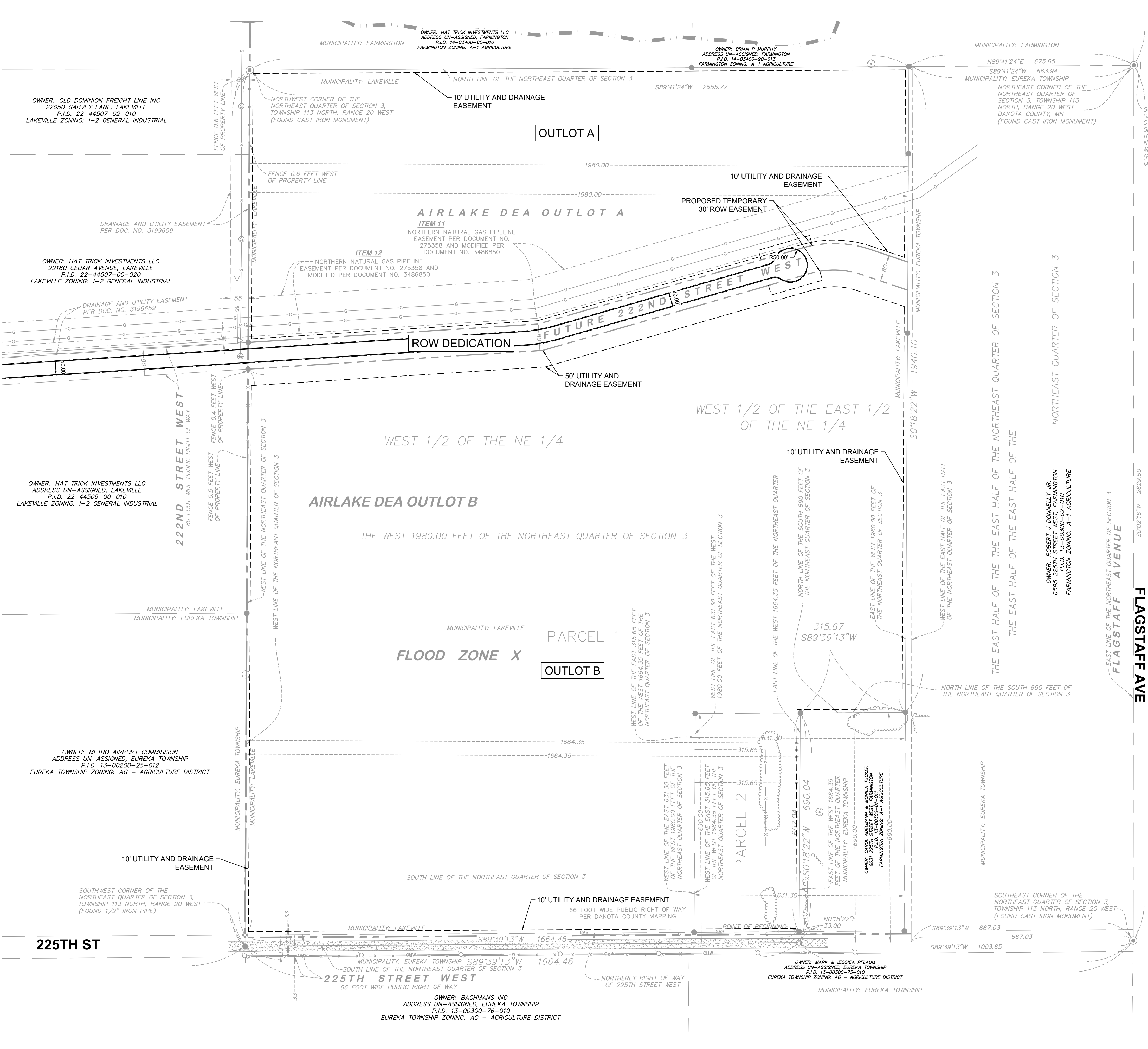
Eureka Township

**City of Lakeville
Location Map
Airlake DEA
Pre & Final Plat**

EXHIBIT A

Source: Esri, Maxar, Earthstar G

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 OUTLOT A	± 31.75 AC
AIRLAKE DEA OUTLOT B	±77.85 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

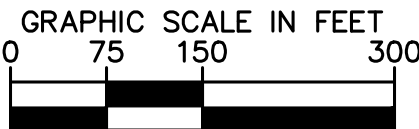
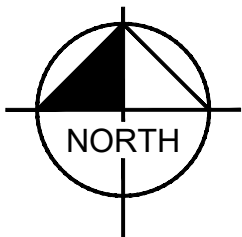
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

Kimley»Horn

PREPARED BY: BRIAN M. WURDEMAN, P.E.
11995 SINGLETREE LN, SUITE 225
EDEN PRAIRIE, MN 55344
TELEPHONE: (612) 315-1272

DEVELOPER
HAT TRICK INVESTMENTS, LLC
2866 WHITE BEAR AVE N
MAPLEWOOD, MN 55109
TELEPHONE: (612) 987-9966
CONTACT: DAN REGAN

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

SHEET NUMBER EX-1	DAKOTA ELECTRIC - LAKEVILLE PREPARED FOR HAT TRICK INVESTMENTS, LLC LAKEVILLE MN	PRELIMINARY PLAT - AIRLAKE DEA	KHA PROJECT 16126700 DATE 02/06/2025 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 CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	BRIAN M. WURDEMAN, P.E. MN DATE: 02/06/2025 L.C. NO. 53113	© 2024 KIMLEY»HORN AND ASSOCIATES, INC. 11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344 PHONE 612-315-1272 WWW.KIMLEY-HORN.COM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</
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AIRLAKE DEA

KNOW ALL BY THESE PRESENTS: That Hat Trick Investments, LLC, a Minnesota limited liability company, owner of the following described property:

The West 1980.00 feet of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County, Minnesota
EXCEPT the South 690.00 feet of the East 631.30 feet of said West 1980.00 feet.

AND

The South 690.00 feet of the East 315.65 feet of the West of the West 1664.35 feet of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County, Minnesota.

Abstract Property

Has caused the same to be surveyed and platted as AIRLAKE DEA, and does hereby dedicate to the public for public use the public ways and the drainage and utility easements created by this plat.

In witness whereof said Hat Trick Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Hat Trick Investments, LLC, a Minnesota limited liability company,

BY _____, _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.

Signature of Notary

Printed Name of Notary

Notary Public _____ County, _____

My commission expires _____

I Eric A. Roeser do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____, day of _____, 20____.

Eric A. Roeser, Licensed Land Surveyor
Minnesota License No. 47476

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Eric A. Roeser, Land Surveyor, Minnesota License No. 47476.

Signature of Notary

Printed Name of Notary

Notary Public _____ County, _____

My commission expires _____

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

This plat of AIRLAKE DEA was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____

Todd B. Tollefson
Dakota County Surveyor

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 _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

By: _____

Amy A. Koethe, Director,
Department of Property Taxation and Records

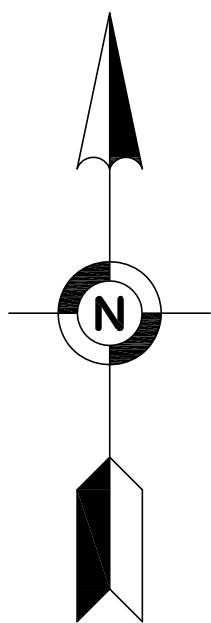
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of AIRLAKE DEA was filed in the office of the County Recorder for public record this _____ day of _____, 202____, at _____ o'clock __. M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____

Amy A. Koethe, County Recorder

AIRLAKE DEA

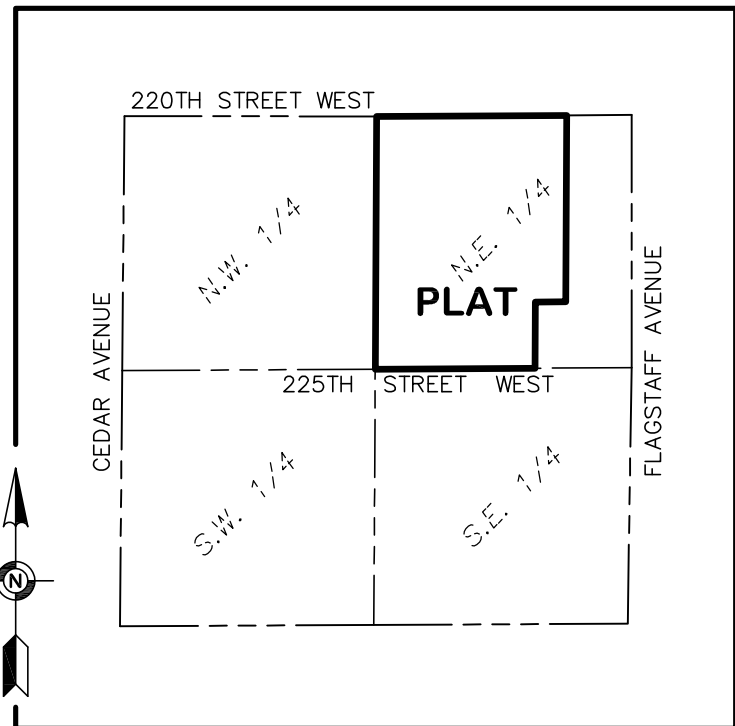


SCALE IN FEET
1 INCH = 200 FEET

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 113 NORTH, RANGE 20 WEST, DAKOTA COUNTY,
MINNESOTA IS ASSUMED TO BEAR N89°41'24"E

- ⊙ DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES FOUND MONUMENT AS NOTED
- ⊗ DENOTES FOUND MAG NAIL, UNLESS OTHERWISE NOTED
- ⊙ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 47476

SECTION 3, T 113 N, R 20 W



VICINITY MAP
NO SCALE

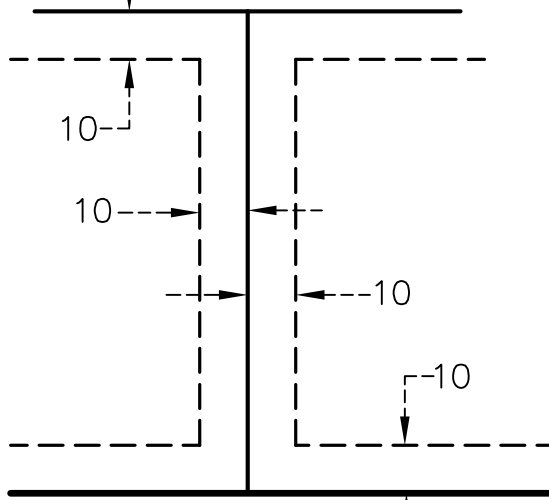
SOUTHWEST CORNER OF THE
NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 113 NORTH, RANGE 20 WEST
(FOUND MAG NAIL & DISC)

SOUTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 113 NORTH, RANGE 20 WEST
(FOUND 1/2 INCH IRON PIPE)

SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 113 NORTH, RANGE 20 WEST
(FOUND CAST IRON MONUMENT)

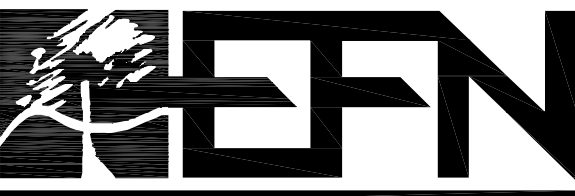
SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 113 NORTH, RANGE 20 WEST
(FOUND CAST IRON MONUMENT)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, BEING 10 FEET IN
WIDTH AND ADJOINING REAR LOT LINES, AND BEING 10 FEET IN WIDTH AND
ADJOINING STREET LINES AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED.

Line & Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius
C1	157.49	34°42'24"	260.00
C2	205.95	34°42'24"	340.00
L1	145.73	S71°21'21"E	
L2	84.28	S00°18'22"W	
L3	119.22	N71°21'21"W	



Egan, Field & Nowak, Inc.
land surveyors since 1872



Memorandum

To: Heather Botten, Senior Planner
From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official
Date: March 11, 2024
Subject: Airlake DEA

- Final Plat Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Dakota Electric Association (DEA) submitted a final plat named Airlake DEA. This is the first phase of the Airlake DEA preliminary plat approved by the City Council on February 18th, 2025. 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 is Outlot A and B, Airlake DEA and is zoned I-2, General Industrial.

The final plat consists of two outlots on 114.58 acres. The Developer is dedicating 4.98 acres as right-of-way.

The outlots created with the final plat shall have the following uses:

- Outlot A: Future Development; retained by Hat Trick Investments, LLC (31.75 acres)
- Outlot B: Future Development; retained by Dakota Electric Association (DEA) (77.85 acres)

The proposed development will be completed by:

Developer: Hat Trick Investments, LLC

Engineer/Surveyor: Kimley-Horn

SITE CONDITIONS

The existing parcels consist of Outlot A and B, Airlake DEA. The site consists of undeveloped agricultural land. The site generally drains southwest to northeast.

EASEMENTS

Prior to recording of the final plat:

- A 50-foot-wide drainage and utility easement along the south property line of Outlot A shall be shown on the final plat.

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 eastern plat boundary. The roadway is a 40-foot-wide rural roadway with 2-foot-wide gravel shoulders within a 80-foot-wide right-of-way. The Developer shall construct a temporary cul-de-sac at the east end of 222nd Street within a temporary public roadway, drainage and utility easement and provide a \$5,000 security for the future removal and restoration. The Developer shall submit an approved final plan for the extension of 222nd Street prior to approval and recording of the Airlake DEA final plat. The Developer shall submit approved plans for construction meeting city standards and ordinances prior to recording of the final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to 222nd Street. Construction traffic access and egress via adjacent local roadways and existing subdivisions is prohibited.

PARKS, TRAILS, AND SIDEWALKS

The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid at the time Outlots A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Airlake DEA is located within the South Creek sanitary sewer district. Wastewater will be conveyed through public sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

Development of Airlake DEA includes the construction 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.

The Sanitary Sewer Availability Charge for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

Development of Airlake DEA includes the construction of public watermain. 12-inch watermain will extend along 222nd Street to the eastern plat boundary from an existing stub located within 222nd Street.

DRAINAGE AND GRADING

Airlake DEA is located within the South Creek stormwater district, as identified in the City's Water Resources Management Plan.

Airlake DEA includes the construction of drainage swales within 222nd Street right-of-way to convey runoff offsite to the north via an existing drainage swale to an identified wetland and DNR identified trout stream.

Airlake DEA 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 includes the construction of public sewer systems. Storm sewer will be constructed within right-of-way to collect and convey stormwater runoff generated from within the public right-of-way to an existing drainage swale constructed in conjunction with previous phases of Launch Park preliminary plat.

Draintile construction is required in areas of non-granular soils within Airlake DEA for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Airlake DEA is shown on Flood Insurance Rate Map (Map No. 27037C0214E; Eff. Date 12/2/2011) primarily as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, Airlake DEA is not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was completed and approved for the site. No wetlands were located identified within 222nd Street. One wetland was identified north of 222nd Street that will need to be reviewed prior to construction.

TREE PRESERVATION

The final plat does not propose any impact or removal of trees within 222nd Street right-of-way.

EROSION CONTROL

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.

The MS4 Administration Fee for Outlots A and B will be collected with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Airlake DEA. Construction costs are based upon bid prices submitted by the Developer's contractor on March 5, 2024.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 170,010.00
Watermain	416,573.00
Storm Sewer	35,489.00
Streets	685,346.00

Grading, Erosion Control and Restoration	343,236.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 1,650,654.00

OTHER COSTS

Developer's Design (3.0%)	\$ 49,519.62
Developer's Construction Survey (2.5%)	41,266.35
City's Legal Expense (0.5%)	8,253.27
City Construction Observation (5.0%)	82,532.70
Developer's Record Drawing (0.5%)	8,253.27
222 nd Street Temporary Cul-De-Sac Removal	5,000.00
Streetlights	14,000.00
Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	\$ 209,025.21
TOTAL PROJECT SECURITY	\$ 1,859,679.21

The street light security totals \$14,000 which consists of ten (10) mast arm streetlights at \$1,400 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$200.00. 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 of \$850.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

A cash fee for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

$$\begin{array}{rcl}
 2028 \text{ front foot} & \times \$1.1328/\text{unit} & = \$2,297.32 \\
 \text{Total Front Footage} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
 \text{Airlake DEA} & & \text{Airlake DEA}
 \end{array}$$

A cash fee for one-year of environmental resources management expenses shall be paid for Outlots A and B with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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:

2 lots/outlots	x \$90.00/unit	= \$180.00
Lots/Outlots Airlake DEA	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Airlake DEA

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in either .dwg (AutoCAD) or .dxf format and .pdf format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$49,519.62.

CASH REQUIREMENTS

Traffic Control Signs	850.00
Streetlight Operating Fee	2,297.32
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	49,519.62
TOTAL CASH REQUIREMENTS	<u>\$ 52,846.94</u>

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan and utility plan for Airlake DEA, subject to the requirements and stipulations within this report.



Date: 3/17/2025

Contract for Right of Way and Parks Tree Planting Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Friedges Landscape, Inc for the 2025 Right of Way and Parks Tree Planting project.

Overview

Tree planting services are needed to replace ash trees removed over the past year as part of the City's EAB management plan. This work includes park tree planting to replace trees removed during general maintenance operations and for tree planting as part of the 2023 Shade Tree Bonding Grant project. Spring tree planting will focus on Ipava Avenue and Highview Avenue where ash trees were removed in 2024/25; and in 3 parks, including Legacy, King, and Village Creek. A total of 107 trees are planned for spring planting under the project. Work under the proposed contract includes tree planting services, the installation of water bags, and watering services during the growing season for spring planted trees. Fall tree planting work includes the planting of 110 trees in city parks for the 2023 Shade Tree Bonding Grant. Parks included are Aronson, Meadows, Marion Fields, Rolling Oaks, and Sleepy Hollow. The cost of fall planting will be reimbursed by the grant funding.

The City requested proposals from three contractors in January for tree planting in the spring of 2025. Three proposals were received as follows:

Friedges Landscaping	\$142,660.00
Hoffman and McNamara	\$143,457.00
Davey Tree Expert Company	\$152,051.50

Friedges proposal meets the requirements of the contract as outlined and provided the lowest responsible proposal. Staff recommends approval of the contract.

Supporting Information

1. Contract

Financial Impact: \$142,660.00 **Budgeted:** Yes **Source:** Forestry (\$79,965), Grant Funding (\$62,695)

Envision Lakeville Community Values: Good Value for Public Service, Design that Connects the Community

Report Completed by: Zachary Jorgensen, City Forester

CONTRACT FOR SERVICES

THIS AGREEMENT made this 17th day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter referred to as the "City", and **FRIEDGES LANDSCAPING, INC.**, a Minnesota corporation, hereinafter referred to as the "Contractor".

THE CITY AND THE CONTRACTOR, FOR THE CONSIDERATION HEREINAFTER STATED, AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consists of tree planting and watering services within the City's 2025 Tree Planting locations. The Contractor agrees to perform the services as detailed in the Contract Documents.
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 document entitled "Contract for Services".
 - B. Tree Planting Request for Proposal dated January 24th, 2025.
 - C. General and Technical City Specifications
 - D. 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 "D" having the last priority.

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.
4. **PAYMENT.**
 - A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted for completion of work in accordance with the contract documents, inclusive of taxes, if any. City shall make 95% progress payments on the Contract Price on the basis of approved Contractor invoices for work completed provided the work is commensurate with the percentage of work completed. Upon final completion of the work require under the Contract and acceptance by the City, the City shall pay the remainder of the Contract Price as recommended by the City Forester.
 - B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid

on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

- A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.
- B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.
- C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any

such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. **GOVERNING LAW.** The Contract shall be governed by the laws of the State of Minnesota.
8. **INSURANCE.** Suppliers shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis by endorsement. The Supplier shall furnish the City a certificate of insurance satisfactory to the Owner evidencing the required coverage:

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance 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

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must

comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following minimum limits:

\$1,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the City. If the Contractor desires authority from the City to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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

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 the insurer shall not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective or ten (10) days' notice for non-payment of premium;
- (iii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance .;**
- (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.
9. **TERM.** The term of this Contract shall be from the effective date of the executed contract to the completion of all work contemplated by the contract or **November 28th, 2025**, unless sooner terminated as hereinafter provided.
10. **SUPPLIES, EQUIPMENT, AND INCIDENTALS.** The City and Contractor agree that the Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance of this Contract.
11. **TRAFFIC CONTROL.** The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular, pedestrian, and bicycle traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. All traffic control devices shall conform and be installed in accordance with the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts," the "Guide to Establishing Speed Limits in Highway Work Zones," the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Sign Manual, the Traffic Engineering Manual, and these special provisions.
12. **TERMINATION WITHOUT CAUSE BY CITY.** The City reserves the right at its sole discretion to terminate this Contract at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipt of the written notice of termination.
13. **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Contract for Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.
14. **WRITTEN NOTICE OR OTHER CORRESPONDENCE.** Any written notice or other correspondence to be provided by or between the City and the Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

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

CONTRACTOR: Friedges Landscaping, Inc.
9380 202nd St W
Lakeville, MN 55044

15. **WAIVER OF DEFAULT.** Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.
16. **NO ASSIGNMENT OR SUBCONTRACTING.** The City and Contractor agree that the services to be rendered by the Contractor under this Contract are unique and personal. Accordingly, the Contractor may not assign or subcontract out any of the Contractor's rights or any of the Contractor's duties or obligations under this Contract.
17. **INVALIDITY OF PROVISIONS.** If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.
18. **DATA PRACTICES/RECORDS.**
 - A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
19. **WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship which may develop in any part of the contracted service, and upon proper notification by the City shall remedy, without cost to the City, any such faulty work and damage done by reason of the same in accordance with the proposal specifications.
20. **CHANGE ORDERS.** Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall

proceed with the work involved. Changes in the Contract Price shall be based on the Proposal Prices

21. **ENTIRE AGREEMENT.** This instrument herein contains the entire and only agreement between the parties and no oral statement or representation or prior written matter not contained in this instrument shall have any force and effect. This Contract shall not be modified in any way except by writing executed by both parties.

22. **DISCRIMINATION.** Contractor agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material Contractor or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no contractor, material Contractor, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

23. **BACKGROUND CHECKS.** The City may require criminal history background checks of the Contractor's employee's for purposes of access to City facilities. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

FRIEDGES LANDSCAPING, INC.:

BY: Justin de Fries

PRINT NAME: Justin Fries

ITS: Project Manager



Date: 3/17/2025

Contract for 2025 Spring Park Tree Planting Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with The Davey Tree Expert Company for the 2025 Spring Park Tree planting.

Overview

Tree planting services are required to replace ash trees removed from city park lands under the Protect Community Forests grant received in 2022. Tree planting will be focused on four parks including Bunker Hills, Cherryview, Valley Lake, and trail near Fairfield Park where city crews removed ash trees from natural areas. Work under the proposed contract includes tree planting services and the installation of water bags.

The City requested proposals from three contractors in January for tree planting operations in the spring of 2025. Three proposals were received as follows:

- The Davey Tree Expert Company \$14,751.00
- Friedges Landscaping \$19,700.00
- Precision Landscape \$19,973.00

The Davey Tree Expert Company proposal meets the requirements of the contract as outlined and provided the most cost-effective pricing. Staff recommends approval of the contract with The Davey Tree Expert Company. Final tree planting numbers will reflect remaining funds in the grant, and all funds spent on planting will be reimbursed through the 2022 Protect Community Forests Grant.

Supporting Information

1. Contract

Financial Impact: \$14,751.00 Budgeted: Yes Source: Forestry - Grant Reimbursement Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zachary Jorgensen, City Forester
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CONTRACT FOR SERVICES

THIS AGREEMENT made this 17th day of March 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter referred to as the "City", and **THE DAVEY TREE EXPERT COMPANY**, hereinafter referred to as the "Contractor".

THE CITY AND THE CONTRACTOR, FOR THE CONSIDERATION HEREINAFTER STATED, AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consists of tree planting within the City's 2025 Tree Planting locations. The Contractor agrees to perform the services as detailed in the Contract Documents.
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 document entitled "Contract for Services".
 - B. Tree Planting Request for Proposal dated January 17th, 2025.
 - C. General and Technical City Specifications
 - D. 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 "D" having the last priority.

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.
4. **PAYMENT.**
 - A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted for completion of work in accordance with the contract documents, inclusive of taxes, if any. City shall make 95% progress payments on the Contract Price on the basis of approved Contractor invoices for work completed provided the work is commensurate with the percentage of work completed. Upon final completion of the work require under the Contract and acceptance by the City, the City shall pay the remainder of the Contract Price as recommended by the City Forester.
 - B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment

for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

- A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.
- B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.
- C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any

such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. **GOVERNING LAW.** The Contract shall be governed by the laws of the State of Minnesota.
8. **INSURANCE.** Suppliers shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis by endorsement. The Supplier shall furnish the City a certificate of insurance satisfactory to the Owner evidencing the required coverage:

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance 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

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must

comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following minimum limits:

\$1,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the City. If the Contractor desires authority from the City to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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

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 the insurer shall not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective or ten (10) days' notice for non-payment of premium;
- (iii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance .;**
- (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.
- 9. **TERM.** The term of this Contract shall be from the effective date of the executed contract to the completion of all work contemplated by the contract or **May 23rd, 2025**, unless sooner terminated as hereinafter provided.
- 10. **SUPPLIES, EQUIPMENT, AND INCIDENTALS.** The City and Contractor agree that the Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance of this Contract.
- 11. **TRAFFIC CONTROL.** The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular, pedestrian, and bicycle traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. All traffic control devices shall conform and be installed in accordance with the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts," the "Guide to Establishing Speed Limits in Highway Work Zones," the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Sign Manual, the Traffic Engineering Manual, and these special provisions.
- 12. **TERMINATION WITHOUT CAUSE BY CITY.** The City reserves the right at its sole discretion to terminate this Contract at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipt of the written notice of termination.
- 13. **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Contract for Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.
- 14. **WRITTEN NOTICE OR OTHER CORRESPONDENCE.** Any written notice or other correspondence to be provided by or between the City and the Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

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

CONTRACTOR: The Davey Tree Expert Company
405 Hardman Ave S
South St Paul, MN 55075

15. **WAIVER OF DEFAULT.** Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.
16. **NO ASSIGNMENT OR SUBCONTRACTING.** The City and Contractor agree that the services to be rendered by the Contractor under this Contract are unique and personal. Accordingly, the Contractor may not assign or subcontract out any of the Contractor's rights or any of the Contractor's duties or obligations under this Contract.
17. **INVALIDITY OF PROVISIONS.** If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.
18. **DATA PRACTICES/RECORDS.**
 - A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
19. **WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship which may develop in any part of the contracted service, and upon proper notification by the City shall remedy, without cost to the City, any such faulty work and damage done by reason of the same in accordance with the proposal specifications.
20. **CHANGE ORDERS.** Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall

proceed with the work involved. Changes in the Contract Price shall be based on the Proposal Prices

21. **ENTIRE AGREEMENT.** This instrument herein contains the entire and only agreement between the parties and no oral statement or representation or prior written matter not contained in this instrument shall have any force and effect. This Contract shall not be modified in any way except by writing executed by both parties.

22. **DISCRIMINATION.** Contractor agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material Contractor or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no contractor, material Contractor, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

23. **BACKGROUND CHECKS.** The City may require criminal history background checks of the Contractor's employee's for purposes of access to City facilities. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

THE DAVEY TREE EXPERT COMPANY:

BY: _____

ITS: _____



Date: 3/17/2025

Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 11 of the City Code and a summary ordinance for publication.

Overview

Community Development Department staff recommends approval of an ordinance amending Title 11 (Zoning Ordinance) of the City Code as presented. The proposed amendment to Chapter 23: Signs creates flexibility in the number of wall signs within the current square footage allowance established for each zoning district.

The Planning Commission held a public hearing on the proposed ordinance amendment at their March 6, 2025 meeting. There were no public comments. The Planning Commission unanimously recommended approval of the ordinance amendment.

Supporting Information

1. Summary Ordinance
2. Ordinance amending Title 11-23-19 (clean)
3. Ordinance amending Title 11-23-19 (redlined)
4. February 26, 2025 TPC report
5. March 6, 2025 draft Planning Commission meeting minutes

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Tina Goodroad, Community Development Director

SUMMARY ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE OF THE
LAKEVILLE CITY CODE**

This ordinance amends Title 11 of the Lakeville City Code. Amendments have been made to the following chapters of the Lakeville City Code:

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

11-23-19: Signs-District Regulations

Approved for publication by the City Council of the City of Lakeville, Minnesota on this 17th day of March 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-23-19 of the Zoning Ordinance (Signs – District Regulations) is hereby amended read as follows:

11-23-19: DISTRICT REGULATIONS: In addition to the signs allowed by sections 11-23-7 and 11-23-15 of this chapter, the following signs shall be allowed within the specific zoning districts:

- A. Within the A-P and RA districts, the following additional regulations apply:
 - 1. One (1) free standing or wall sign shall be allowed provided that:
 - a. The area of the sign shall not exceed thirty two (32) square feet.
 - b. Freestanding signs shall be limited to a maximum height of eight feet (8').
- B. Within the RS-1, RS-2, RS-3, RS-4, RS-CBD, RSMH, RST-1, RST-2, RM-1, RM-2, RH-1, or RH-2 District, the following additional regulations apply:
 - 1. Government buildings and structures; public, quasi-public, or private recreation buildings; public parks and recreation areas; public and private educational institutions limited to accredited elementary, middle, or senior high schools; daycare facilities as a principal use; and religious institutions shall be allowed the following signs:
 - a. Freestanding Signs:
 - (1) Number: One (1) sign is allowed per lot, except that one (1) additional sign shall be allowed when there is more than one (1) entrance from a major collector or arterial street.

- (2) Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
- (3) Monument Type; Height: The sign shall be a monument type with a maximum height not to exceed ten feet (10').
- (4) Changeable Copy Signs:
 - (A) Within the allowed area of a freestanding sign, one (1) non-electronic changeable copy shall be allowed per frontage to a major collector or arterial street as defined by the Comprehensive Plan.
 - (B) One (1) dynamic display sign may be allowed for lots that are a minimum of five (5) acres in area or greater provided that:
 - (i) Operation: The operation of the dynamic display sign shall require issuance of a license pursuant to section 3-22-3 of this Code.
 - (ii) The sign shall be displayed only in a yard abutting a major collector or arterial street as defined by the Comprehensive Plan.
 - (iii) The sign shall be set back a minimum of fifty feet (50') from any side or rear lot line abutting a residential district.
 - (C) Sign Structure:
 - (i) The changeable copy or dynamic display shall be incorporated as part of the freestanding sign allowed by subsection 11-23-19.B.1.a(1), (2) and (3) of this chapter.
 - (ii) The changeable copy or dynamic display element shall not exceed forty (40) square feet and shall be integral and contiguous to the overall sign display.

b. Wall Signs:

- (1) Area:

- (A) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.
- (2) Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.B.1.b of this section.
- (3) Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.
- (4) Building Entrances. Notwithstanding section 11-23-19.B(1) and (2) of this section, an additional sign(s) not to exceed forty eight (48) square feet shall be allowed for each building entrance.

2. Multiple Family Dwellings:

a. Freestanding Signs:

- (1) Number: One (1) sign is allowed upon each lot.
- (2) Area: The area of each sign shall not exceed fifty (50) square feet for each sign face.
- (3) Height: The sign shall be a maximum height not to exceed ten feet (10').

b. Wall Signs:

- (1) Area:
 - (A) The total area of all wall signs shall not exceed fifty (50) square feet; for corner or through lots the total area of all wall signs shall not exceed one hundred twenty eight (100) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed fifty (50) square feet.

- (2) Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.B.2.b(1) of this section.
- (3) Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

C. Within the O-R and C-1 Districts the following additional regulations shall apply:

1. Freestanding Signs:

- (a) Number: One (1) sign is allowed upon each lot.
- (b) Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.
- (c) Height: The sign shall be a maximum height not to exceed twenty feet (20').

2. Wall Signs:

- (a) Area:
 - (1) The total area of all wall signs shall not exceed sixty four (64) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed one hundred twenty eight (128) square feet.
 - (2) The maximum area of any one (1) individual wall sign shall not exceed sixty four (64) square feet.
- (b) Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.C.2.a of this section.
- (c) Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

D. Within the M-1, M-2, C-2, C-3, and C-CBD Zoning Districts, but not those properties within the Freeway Corridor District regulated by Section 11-23-19.F of this section, the following additional regulations shall apply:

1. Freestanding Signs:

- a. M-1, C-2, and C-3 Districts:
 - (1) Number: One (1) sign is allowed upon each lot.
 - (2) Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.
 - (3). Height: The sign shall be a maximum height not to exceed twenty feet (20').
- b. M-2 and C-CBD Districts. No freestanding sign is allowed.

2. Wall Signs:

- a. Area:
 - (1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet:
 - (A) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.
 - (2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet or greater:
 - (A) The total area of all wall signs shall not exceed six hundred (600) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed eight hundred (800) square feet.
 - (B) The maximum area individual walls sign shall not exceed:
 - (i) One (1) sign with a maximum area of four hundred forty (440) square feet.
 - (ii) One sign with a maximum area of two hundred (200) square feet.

- (iii) All other signs shall be limited to a maximum area of seventy two (72) square feet.
 - b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.D.2.a of this section.
 - c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.
- E. Within the O-P, I-CBD, I-1, and I-2 Districts, but not those properties within the Freeway Corridor District regulated by Section 11-23-19.F of this section, the following additional regulations shall apply:
 - 1. Freestanding Signs:
 - a. Number Allowed: One (1) sign is allowed upon each lot.
 - b. Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.
 - c. Height: The sign shall be a maximum height not to exceed ten feet (10').
 - 2. Wall Signs:
 - a. Area:
 - (1) For principal buildings with a gross floor area less than forty five thousand (45,000) square feet:
 - (A) The total area of all wall signs shall not exceed one hundred (100) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.
 - (2) For principal buildings with a gross floor area of forty five thousand (45,000) square feet and less than two hundred fifty thousand (250,000) thousand square feet:
 - (A) The total area of all wall signs shall not exceed four hundred (400) square feet.

- (B) The maximum area of any one (1) individual wall sign shall not exceed two hundred (200) square feet.
 - (3) For principal buildings with a gross floor area of two hundred fifty thousand (250,000) thousand square feet or greater:
 - (A) The total area of all wall signs shall not exceed eight hundred (800) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed four hundred (400) square feet.
 - b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.E.2.a of this section.
 - c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.
- F. Within the Freeway Corridor District, defined on the zoning map, the following additional regulations shall apply within the M-1, C-2, C-3, O-P, I-1, and I-2 districts:
- 1. Freestanding Signs:
 - a. Number: One (1) sign is allowed for each lot.
 - b. Area:
 - (1) For principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the area of a freestanding signs shall not exceed one hundred fifty (150) square feet for each face.
 - (2) For principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the area of a freestanding signs shall not exceed four hundred (400) square feet for each face.
 - c. Height:
 - (1) For, principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the maximum height of the sign shall not exceed thirty feet (30').

- (2) For, principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the maximum height of the sign shall not exceed fifty feet (50').
- (3) For convenience food, hotel, motor fuel, and restaurant uses developed on properties with an elevation below that of the centerline of I-35, measured at the closest distance between the sign location and centerline of I-35, the height of a freestanding sign may be increased to be not more than thirty feet (30') above the centerline elevation of I-35 with a total height not to exceed seventy feet (70').

2. Wall Signs:

a. Area:

- (1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet:
 - (A) The total area of all wall signs shall not exceed one hundred fifty (150) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed three hundred (300) square feet.
 - (B) The maximum area of any one (1) individual wall sign shall not exceed one hundred fifty (150) square feet.
- (2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet or greater:
 - (A) The total area of all wall signs shall not exceed six hundred (600) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed eight hundred (800) square feet.
 - (B) The maximum area individual walls sign shall not exceed:
 - (i) One (1) sign with a maximum area of four hundred forty (440) square feet.
 - (ii) One sign with a maximum area of two hundred (200) square feet.

- (iii) All other signs shall be limited to a maximum area of seventy two (72) square feet.
 - b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.F.2.a of this section.
 - c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.
3. Separate commercial uses on properties with a common lot line that abut a principal arterial roadway may each locate a sign on the allowed freestanding structure for each lot subject to approval by the Zoning Administrator; provided, that:
- a. Location:
 - (1) One (1) of the allowed signs shall be located in a yard abutting the street to which at least one (1) of the lots have access.
 - (2) One (1) of the allowed signs shall be located in a yard abutting the principal arterial right-of-way.
 - b. The sign in the yard abutting the street to which the lot(s) have access may not exceed one hundred (100) square feet each side with a maximum height of twenty feet (20').
 - c. The sign in the yard abutting the principal arterial right-of-way shall comply with the following provisions:
 - (1) Area:
 - (A) For principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the area of a freestanding signs shall not exceed one hundred fifty (150) square feet for each face.
 - (B) For principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the area of a freestanding signs shall not exceed four hundred (400) square feet for each face.
 - (2) Height:

- (A) For, principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the maximum height of the sign shall not exceed thirty feet (30').
 - (B) For, principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the maximum height of the sign shall not exceed fifty feet (50').
 - (C) For convenience food, hotel, motor fuel and restaurant uses developed on properties with an elevation below that of the centerline of I-35, measured at the closest distance between the sign location and centerline of I-35, the height of a freestanding sign may increase to be not more than thirty feet (30') above the centerline elevation of I-35 with a total height not to exceed seventy feet (70').
 - d. An agreement addressing construction, maintenance, and repair responsibilities and access rights is established and filed with the Dakota County Recorder with the titles of the two (2) properties involved in the collocated freestanding sign(s) prior to issuance of a sign permit with amendment or cancellation of the agreement allowed only upon written approval by the Zoning Administrator.
- G. Within the P-OS District the following additional regulations shall apply:
- 1. Freestanding Signs:
 - a. Number Allowed: One (1) sign is allowed per lot, except that one (1) additional sign shall be allowed when there is more than one (1) entrance from a major collector or arterial street.
 - b. Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
 - c. Monument Type; Height: The sign shall be monument type with a maximum height not to exceed ten feet (10').
 - d. Changeable Copy Signs:
 - (1) Within the allowed area of a freestanding sign, a maximum of forty (40) square feet of nonelectronic changeable copy shall be allowed per frontage to a major collector or arterial street.

- (2) For city of Lakeville public administration, fire stations, police department buildings, ice arenas and public maintenance buildings and ISD 192, ISD 194, and ISD 196 school district uses only, as allowed by chapter 97 of this title, the changeable copy sign allowed by this section may utilize electronic graphic display provided that:
 - (A) An electronic graphic display sign shall be displayed only in a yard abutting a minor expander, minor connector or minor reliever street as defined by the comprehensive plan.
 - (B) The operation of the electronic sign shall require issuance of a license pursuant to section 3-22-3 of this code.

2. Wall Signs:

a. Area:

- (1) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.
- (2) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.G.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

d. Building Entrances. Notwithstanding section 11-23-19.G.2.a and b of this section, an additional sign(s) not to exceed forty eight (48) square feet shall be allowed for each building entrance.

H. Within a PUD district, sign allowances shall be based upon the individual uses and structures contained in the development and the regulations of this section applied in the most restrictive zoning district in which the use is allowed, subject to modification by approval of a PUD development stage plan.

Section 2. This ordinance shall be effective immediately upon its passage and publication according to law.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-23-19 of the Zoning Ordinance (Signs – District Regulations) is hereby amended read as follows:

11-23-19: DISTRICT REGULATIONS: In addition to the signs allowed by sections 11-23-7 and 11-23-15 of this chapter, the following signs shall be allowed within the specific zoning districts:

- A. Within the A-P and RA districts, the following additional regulations apply:
 - 1. One (1) free standing or wall sign shall be allowed provided that:
 - a. The area of the sign shall not exceed thirty two (32) square feet.
 - b. Freestanding signs shall be limited to a maximum height of eight feet (8').
- B. Within the RS-1, RS-2, RS-3, RS-4, RS-CBD, RSMH, RST-1, RST-2, RM-1, RM-2, RH-1, or RH-2 District, the following additional regulations apply:
 - 1. Government buildings and structures; public, quasi-public, or private recreation buildings; public parks and recreation areas; public and private educational institutions limited to accredited elementary, middle, or senior high schools; daycare facilities as a principal use; and religious institutions ~~such as churches, chapels, temples and synagogues~~ shall be allowed the following signs:
 - a. Freestanding Signs:
 - (1) ~~Number Allowed:~~ One (1) sign is allowed per lot, except that one (1) additional sign shall be allowed when there is more than one (1) entrance from a major collector or arterial street.

- (2) Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
- (3) Monument Type; Height: The sign shall be a monument type with a maximum height not to exceed ten feet (10').
- (4) Changeable Copy Signs:
 - (A) Within the allowed area of a freestanding sign, one (1) non-electronic changeable copy shall be allowed per frontage to a major collector or arterial street as defined by the Comprehensive Plan.
 - (B) One (1) dynamic display sign may be allowed for lots that are a minimum of five (5) acres in area or greater provided that:
 - (i) Operation: The operation of the dynamic display sign shall require issuance of a license pursuant to section 3-22-3 of this Code.
 - (ii) The sign shall be displayed only in a yard abutting a major collector or arterial street as defined by the Comprehensive Plan.
 - (iii) The sign shall be set back a minimum of fifty feet (50') from any side or rear lot line abutting a residential district.
 - (C) Sign Structure:
 - (i) The changeable copy or dynamic display shall be incorporated as part of the freestanding sign allowed by subsection 11-23-19.B.1.a(1), (2) and (3) of this chapter.
 - (ii) The changeable copy or dynamic display element shall not exceed forty (40) square feet and shall be integral and contiguous to the overall sign display.

b. ~~Wall, canopy, or marquee s~~Signs:

- ~~(1) For single occupancy buildings, not more than one (1) sign larger than one hundred (100) square feet shall be allowed on one~~

~~elevation fronting a public street, except in the case of a corner lot or through lot where one additional one hundred (100) square foot wall sign may be installed on a second elevation fronting a public street.~~

~~(2) Additional signs not to exceed forty eight (48) square feet shall be allowed for each building entrance.~~

~~(1) Area:~~

~~(A) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.~~

~~(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.~~

~~(2) Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.B.1.b(1) of this section.~~

~~(3) Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.~~

~~(4) Building Entrances. Notwithstanding section 11-23-19.B(1) and (2) of this section, an additional sign(s) not to exceed forty eight (48) square feet shall be allowed for each building entrance.~~

2. Multiple ~~f~~Family apartments~~Dwellings~~:

a. ~~Freestanding Signs: One (1) monument sign is allowed per lot not to exceed fifty (50) square feet each side with a maximum height of ten feet (10').~~

~~(1) Number: One (1) sign is allowed upon each lot.~~

~~(2) Area: The area of each sign shall not exceed fifty (50) square feet for each sign face.~~

~~(3) Height: The sign shall be a maximum height not to exceed ten feet (10').~~

- b. ~~Wall, Canopy, Or Marquee Signs: Not more than one (1) wall, canopy, or marquee sign with an area not to exceed fifty (50) square feet shall be allowed on one (1) elevation fronting a public street, except in the case of a corner lot or through lot where wall signs may be installed on two (2) elevations fronting a public street or on an elevation with the primary entrance.~~

(1) Area:

(A) The total area of all wall signs shall not exceed fifty (50) square feet; for corner or through lots the total area of all wall signs shall not exceed one hundred twenty eight (100) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed fifty (50) square feet.

(2) Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.B.2.b(1) of this section.

(3) Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

C. Within the O-R and C-1 Districts the following additional regulations shall apply:

1. Total Area And Number Of Signs:

a1. Freestanding Signs: One (1) sign is allowed per lot. The area of a freestanding sign may not exceed fifty (50) square feet each side with a maximum height of twenty feet (20').

a. Number: One (1) sign is allowed upon each lot.

b. Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.

c. Height: The sign shall be a maximum height not to exceed twenty feet (20').

b2. Wall, Canopy, Or Marquee Signs: For single occupancy buildings, not more than one wall, canopy, or marquee sign shall be permitted on one elevation or in the case of a corner lot or through lot where wall signs may be installed on two (2) elevations, except no sign shall be installed on an elevation facing an interior side

~~or rear yard abutting a residential district. The area of individual signs shall not exceed sixty four (64) square feet:~~

a. Area:

(1) The total area of all wall signs shall not exceed sixty four (64) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed one hundred twenty eight (128) square feet.

(2) The maximum area of any one (1) individual wall sign shall not exceed sixty four (64) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.C.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

D. Within the M-1, M-2, C-2, C-3, and C-CBD Zoning Districts, but not those properties within the Freeway Corridor District regulated by Section 11-23-19.F of this section, the following additional regulations shall apply:

1. Total Area And Number Of Signs:

a1. Freestanding Signs: One sign is allowed per lot within the M-1, C-2, and C-3 Districts. The area of a freestanding sign may not exceed one hundred (100) square feet each side with a maximum height of twenty feet (20').

a. M-1, C-2, and C-3 Districts:

(1) Number: One (1) sign is allowed upon each lot.

(2) Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.

(3). Height: The sign shall be a maximum height not to exceed twenty feet (20').

b. M-2 and C-CBD Districts. No freestanding sign is allowed.

b2. Wall, Canopy, Or Marquee Signs:

~~(1) For single occupancy buildings, not more than one wall, canopy, or marquee sign shall be permitted on one elevation or in the case of a corner lot or through lot where wall signs may be installed on two (2) elevations, except no sign shall be installed on an elevation facing an interior side or rear yard abutting a residential district, or as may be allowed by subsections D1b(3) and D1b(4) of this section.~~

~~(2) The area of individual signs shall not exceed one hundred (100) square feet, except as may be allowed by subsection D1b(3) of this section.~~

~~(3) Single occupancy building or individual tenant space with a gross floor area of forty five thousand (45,000) square feet or more:~~

~~(A) Sign Area:~~

~~(i) The area of one individual sign shall not exceed four hundred forty (440) square feet.~~

~~(ii) If a second sign is allowed for a single occupancy building or individual tenant with a gross floor area of forty five thousand (45,000) square feet or larger by subsection D1b(1) of this section, the area of the second individual sign shall not exceed two hundred (200) square feet.~~

~~(B) Secondary Signs:~~

~~(i) Additional secondary wall signs shall be allowed on one elevation of the principal building other than an elevation facing an interior side or rear yard abutting a residential district.~~

~~(ii) The total area of all secondary wall signs shall not exceed one hundred forty four (144) square feet and the area of any one secondary wall sign shall not exceed seventy two (72) square feet.~~

~~(4) One (1) additional wall sign not exceeding one hundred (100) square feet shall be allowed within the M-2 and C-CBD District to be displayed on a side or rear wall of a building, which may or may not front a public street.~~

a. Area:

(1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet:

(A) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

(2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet or greater:

(A) The total area of all wall signs shall not exceed six hundred (600) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed eight hundred (800) square feet.

(B) The maximum area individual walls sign shall not exceed:

(i) One (1) sign with a maximum area of four hundred forty (440) square feet.

(ii) One sign with a maximum area of two hundred (200) square feet.

(iii) All other signs shall be limited to a maximum area of seventy two (72) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.D.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

E. Within the O-P, I-CBD, I-1, and I-2 Districts, but not those properties within the Freeway Corridor District regulated by Section 11-23-19.F of this section, the following additional regulations shall apply:

1. Total Sign Area And Number:

a~~1~~. ~~Freestanding Signs: One sign is allowed per lot. The area of a freestanding sign may not exceed one hundred (100) square feet each side with a maximum height of ten feet (10').~~

a. Number Allowed: One (1) sign is allowed upon each lot.

b. Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.

c. Height: The sign shall be a maximum height not to exceed ten feet (10').

b~~2~~. ~~Wall, Canopy, Or Marquee Signs:~~

(1) ~~For single occupancy buildings, not more than one (1) wall, canopy, or marquee sign shall be permitted on one elevation or in the case of a corner lot or through lot where wall signs may be installed on two (2) elevations, except no sign shall be installed on an elevation facing an interior side or rear yard abutting a residential district.~~

(2) ~~The area of individual signs shall not exceed one hundred (100) square feet, except as allowed by one of the following provisions:~~

(A) ~~The area of individual signs shall not exceed two hundred (200) square feet for single occupancy building or an individual tenant space with a gross floor area of forty five thousand (45,000) square feet or more.~~

(B) ~~The area of individual signs shall not exceed four hundred (400) square feet for single occupancy building or an individual tenant space with a gross floor area of two hundred fifty thousand (250,000) square feet or more.~~

a. Area:

(1) For principal buildings with a gross floor area less than forty five thousand (45,000) square feet:

(A) The total area of all wall signs shall not exceed one hundred (100) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

(2) For principal buildings with a gross floor area of forty five thousand (45,000) square feet and less than two hundred fifty thousand (250,000) thousand square feet:

(A) The total area of all wall signs shall not exceed four hundred (400) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed two hundred (200) square feet.

(3) For principal buildings with a gross floor area of two hundred fifty thousand (250,000) thousand square feet or greater:

(A) The total area of all wall signs shall not exceed eight hundred (800) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed four hundred (400) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.E.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

~~2. Freeway Corridor Area: Signs for uses within the freeway corridor area shall be subject to the regulations of subsection G of this section.~~

F. Within the Freeway Corridor District, defined on the zoning map, the following additional regulations shall apply to all ~~G and I~~ within the M-1, C-2, C-3, O-P, I-1, and I-2 districts properties:

~~1. Total Sign Area And Number:~~

a1. Freestanding Signs:

~~(1)a. Number-Allowed: One (1) sign is allowed perfor each lot.~~

~~(2)b. Area: The area of a sign may not exceed one hundred fifty (150) square feet each side, except that the area of a sign for single occupancy buildings with a gross floor area of one hundred thousand (100,000) square feet or larger shall not exceed four hundred (400) square feet.~~

~~(1)~~ For principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the area of a freestanding signs shall not exceed one hundred fifty (150) square feet for each face.

~~(2)~~ For principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the area of a freestanding signs shall not exceed four hundred (400) square feet for each face.

~~(3)c.~~ Height:

~~(A1)~~ For, principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, ~~the~~ the maximum height of the sign shall not exceed thirty feet (30')~~, except that the height of the sign for single occupancy buildings with a gross floor area of one hundred thousand (100,000) square feet or larger shall not exceed fifty feet (50').~~

~~(2)~~ For, principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the maximum height of the sign shall not exceed fifty feet (50').

~~(B3)~~ For convenience food, hotel, motor fuel, and restaurant uses developed on properties with an elevation below that of the centerline of I-35, measured at the closest distance between the sign location and centerline of I-35, the height of a freestanding sign may be increased to be not more than thirty feet (30') above the centerline elevation of I-35 with a total height not to exceed seventy feet (70').

~~b2.~~ Wall, Canopy, Or Marquee Signs:

~~(1)~~ For single occupancy buildings, not more than one wall, canopy, or marquee sign shall be permitted on one elevation or in the case of a corner lot or through lot where wall signs may be installed on two ~~(2)~~ elevations, except no sign shall be installed on an elevation facing an interior side or rear yard abutting a residential district, as well as secondary signs as may be allowed by subsection F1b(3) of this section.

~~(2)~~ The area of individual signs shall not exceed one hundred fifty (150) square feet, except as may be allowed by subsection F1b(3) of this section.

~~(3) Single occupancy building or individual tenant space with a gross floor area of forty five thousand (45,000) square feet or more:~~

~~(A) Sign Area:~~

~~(i) The area of one individual sign shall not exceed four hundred forty (440) square feet.~~

~~(ii) If a second sign is allowed for a single occupancy building or individual tenant with a gross floor area of forty five thousand (45,000) square feet or larger by subsection F1b(1) of this section, the area of the second individual sign shall not exceed two hundred (200) square feet.~~

~~(iii) If a second sign is allowed for a single occupancy building or individual tenant with a gross floor area of forty five thousand (45,000) square feet or larger by subsection F1b(1) of this section, the area of the second individual sign shall not exceed two hundred (200) square feet.~~

~~(B) Secondary Signs:~~

~~(i) Additional secondary wall signs shall be allowed on one elevation other than an elevation facing an interior side or rear yard abutting a residential district.~~

~~(ii) The total area of all secondary wall signs shall not exceed one hundred forty four (144) square feet and the area of any one secondary wall sign shall not exceed seventy two (72) square feet.~~

a. Area:

(1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet:

(A) The total area of all wall signs shall not exceed one hundred fifty (150) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed three hundred (300) square feet.

÷

(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred fifty (150) square feet.

(2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet or greater:

(A) The total area of all wall signs shall not exceed six hundred (600) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed eight hundred (800) square feet.

(B) The maximum area individual walls sign shall not exceed:

(i) One (1) sign with a maximum area of four hundred forty (440) square feet.

(ii) One sign with a maximum area of two hundred (200) square feet.

(iii) All other signs shall be limited to a maximum area of seventy two (72) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.F.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

23. Separate commercial uses on properties with a common lot line that abut a principal arterial roadway may each locate a sign on the allowed freestanding structure for each lot subject to approval by the Zoning Administrator; provided, that:

a. Location:

(1) One (1) of the allowed signs shall be located in a yard abutting the street to which at least one (1) of the lots have access.

(2) One (1) of the allowed signs shall be located in a yard abutting the principal arterial right-of-way.

- b. The sign in the yard abutting the street to which the lot(s) have access may not exceed one hundred (100) square feet each side with a maximum height of twenty feet (20').
- c. The sign in the yard abutting the principal arterial right-of-way shall comply with the following provisions:
 - (1) ~~Area: The area of a sign may not exceed one hundred fifty (150) square feet each side, except that the area of a sign for single occupancy buildings with a gross floor area of one hundred thousand (100,000) square feet or larger shall not exceed four hundred (400) square feet.~~
 - (A) For principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the area of a freestanding signs shall not exceed one hundred fifty (150) square feet for each face.
 - (B) For principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the area of a freestanding signs shall not exceed four hundred (400) square feet for each face.
 - (2) Height:
 - (A) ~~The maximum height of the sign shall not exceed thirty feet (30'), except that the height of the sign for single occupancy buildings with a gross floor area of one hundred thousand (100,000) square feet or larger shall not exceed fifty feet (50').~~
 - (A) For, principal buildings with a gross floor area less than one hundred thousand (100,000) square feet, the maximum height of the sign shall not exceed thirty feet (30').
 - (B) For, principal buildings with a gross floor area of one hundred thousand (100,000) square feet or greater, the maximum height of the sign shall not exceed fifty feet (50').
 - (BC) For convenience food, hotel, motor fuel and restaurant uses developed on properties with an elevation below that of the centerline of I-35, measured at the closest distance between the sign location and centerline of I-35, the height of a freestanding sign may increase to be not more than thirty

feet (30') above the centerline elevation of I-35 with a total height not to exceed seventy feet (70').

- d. An agreement addressing construction, maintenance, and repair responsibilities and access rights is established and filed with the Dakota County Recorder with the titles of the two (2) properties involved in the collocated freestanding sign(s) prior to issuance of a sign permit with amendment or cancellation of the agreement allowed only upon written approval by the Zoning Administrator.

G. Within the P-OS District the following additional regulations shall apply:

1. Freestanding Signs:

- a. Number Allowed: One (1) sign is allowed per lot, except that one (1) additional sign shall be allowed when there is more than one (1) entrance from a major collector or arterial street.
- b. Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
- c. Monument Type; Height: The sign shall be monument type with a maximum height not to exceed ten feet (10').
- d. Changeable Copy Signs:
 - (1) Within the allowed area of a freestanding sign, a maximum of forty (40) square feet of nonelectronic changeable copy shall be allowed per frontage to a major collector or arterial street.
 - (2) For city of Lakeville public administration, fire stations, police department buildings, ice arenas and public maintenance buildings and ISD 192, ISD 194, and ISD 196 school district uses only, as allowed by chapter 97 of this title, the changeable copy sign allowed by this section may utilize electronic graphic display provided that:
 - (A) An electronic graphic display sign shall be displayed only in a yard abutting a minor expander, minor connector or minor reliever street as defined by the comprehensive plan.
 - (B) The operation of the electronic sign shall require issuance of a license pursuant to section 3-22-3 of this code.

2. Wall, Canopy, Or Marquee Signs:

a. ~~For single occupancy buildings, Not more than one sign shall be allowed on one elevation fronting a public street, except in the case of a corner lot or through lot where one additional one hundred (100) square foot wall sign may be installed on a second elevation fronting a public street.~~

b. ~~Additional signs not to exceed forty eight (48) square feet shall be allowed for each building entrance.~~

a. Area:

(1) The total area of all wall signs shall not exceed one hundred (100) square feet for interior lots; for corner or through lots the total area of all wall signs shall not exceed two hundred (200) square feet.

(2) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by Section 11-23-19.G.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

d. Building Entrances. Notwithstanding section 11-23-19.G.2.a and b of this section, an additional sign(s) not to exceed forty eight (48) square feet shall be allowed for each building entrance.

H. ~~In~~Within a planned unit developmentPUD district, ~~signing restrictionssign allowances~~ shall be based upon the individual uses and structures contained in the ~~complexdevelopment~~. Signs shall be in compliance with the ~~restrictionsand the regulations of this section~~ applied in the most restrictive zoning district in which the use is allowed, subject to modification by approval of a PUD development stage plan.

Section 2. This ordinance shall be effective immediately upon its passage and publication according to law.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk



MEMORANDUM

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 25 February 2025

RE: Lakeville – Zoning Ordinance; Commercial Wall Signs

TPC FILE: 135.01

BACKGROUND

The City has initiated an amendment of the Zoning Ordinance provisions regulating wall signs within commercial districts. The Planning Commission on 15 January 2025 reviewed an application for a variance to allow multiple wall signs for Midwest ENT for their medical clinic that includes several independent practices and various specialties. The Planning Commission did not support allowance of the additional sign through a variance, but indicated a willingness to consider changes to the Zoning Ordinance that would allow businesses greater flexibility in the number of wall signs within the given square footage established for each Zoning District. Our office has worked with City staff to draft a proposed amendment for consideration by the Planning Commission to this effect. A public hearing to consider the proposed Zoning Ordinance amendment has been noticed for the Planning Commission meeting on 6 March 2025 at 6:00PM.

Exhibits:

- Draft ordinance
- Table of proposed amendments

ANALYSIS

The Zoning Ordinance currently limits wall signs for single occupancy buildings to one wall sign or two wall signs for corner or through lots. The limit to one (or two) wall signs hinders flexibility to advertise business identification for building that may have only one exterior entrance, but may have multiple services or even separate businesses entities under one roof. The Midwest ENT clinic is an example of this issue whereby the medical clinic includes several different practices in different areas of medicine. Allowing more than one wall sign in these scenarios would increase business identification. The increased opportunity for effective business communication must be balanced with the intent of the sign regulations to maintain a desirable visual appearance of the City and protect public safety.

The proposed Zoning Ordinance amendment drafted for review by the Planning Commission includes revisions to all of Section 11-23-19 of the Zoning Ordinance regulating signs by Zoning District. Revising the entire section allows for the language to be streamlined to make it clearer to identify sign allowance and easier to use overall as well as addressing the wall sign provisions. The substantive changes to the allowances for wall signs are summarized as follows:

- Removing the limit of one wall sign per property or two wall signs for corner lots or through lots abutting more than one public street.
- The area of all wall signs would still be limited to not more than the same area currently allowed by the Zoning Ordinance (which varies by Zoning District) and limiting the area of any individual wall sign to not more than the total area of all signs. Thus, an individual property allowed 100 square feet of total signs will have options to allocate the allowed sign area such as one 50 square foot and two 25 square foot signs or one sign that is 100 square feet. The total area of signs allowed is not being increased as a result of the proposed amendment.
- Wall signs currently must be located on a building elevation facing a public street. Depending on the situation of individual properties or the orientation of a building within the lot, it may be advantageous to the business to be able to locate a sign on a side elevation. The proposed Zoning Ordinance amendment would eliminate the requirement that signs only be installed on an elevation facing a public street. An additional limit is, however, proposed to be added stating that a sign can not be installed on an elevation facing an interior side or rear lot line abutting a residential district to avoid any potential land use compatibility issues.

The changes proposed in the draft Zoning Ordinance amendment are also summarized in the table attached as an exhibit to this memorandum.

CONCLUSION

City staff has drafted a proposed amendment to the Zoning Ordinance regulations for wall signs to increase opportunity for business identification and provide greater flexibility in locating signs upon a building as directed by the Planning Commission. The proposed amendments are responsive to the policies of the 2040 Lakeville Comprehensive Plan and intent of the Zoning Ordinance to allow signage of commercial properties to facilitate business identification while avoiding over-intensification causing a negative aesthetic or potential driver distraction. Our office and City staff recommend approval of the proposed amendment as presented.

- c. Justin Miller, City Administrator
Andrea McDowell Poehler, City Attorney

7. City of Lakeville

Chair Majorowicz opened the public hearing to consider amendments to Title 11, Chapter 23 (Zoning, Signs) of the City Code.

Mr. Licht presented the draft of the ordinance, highlighting the proposed changes.

Chair Majorowicz opened the hearing to the public for comment.

There was no public comment.

Motion was made by Zuzek, seconded by Zimmer to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Zimmer clarified, regarding the proposed Midwest ENT signage, that the sign would be able to be bigger if the ordinance did not allow the multiple smaller signs. Mr. Licht stated they would have been allowed 150 square feet of wall sign area.
- Chair Majorowicz appreciated the change to make it more aesthetically pleasing.
- Commissioner Einck asked if the number of signs is limited by the space. Mr. Licht stated the user will have to balance the size of the signs by the number which gives them flexibility.

Motion was made by Zuzek, seconded by Einck to recommend to City Council approval of the proposed amendment to Section 11-23-19 of the Zoning Ordinance of the City Code.

Ayes:, Zimmer, Einck, Zuzek, Tinsley, Majorowicz

Nays: 0

There being no further business, the meeting was adjourned at 6:23 p.m.

Respectfully submitted,

Dawn Erickson, Recording Secretary



Date: 3/17/2025

Resolution Appointing Members to Advisory Boards, Committees, and Commissions

Proposed Action

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

Overview

This resolution approves the appointment of members to advisory boards, committees, and commissions. These individuals were selected by the City Council following an interview process.

Supporting Information

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

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Taylor Snider
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CITY OF LAKEVILLE

RESOLUTION NO. 25-

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby appoints members as listed on the attached Exhibit A effective April 1, 2025.

ADOPTED by the Lakeville City Council this 17th day of March 2025.

Luke Hellier, Mayor

Ann Orlofsky, City Clerk

EXHIBIT A

Lakeville Area Arts Center Board	3-year terms	Bryan Baker Dave Olson Rajani Tekriwal
	1-year term (alternate)	Diane Tran
	1-year term (ex-officio)	Robert Erickson

Economic Development Commission	3-year terms	Lowell Collman Rick Bjorklund
	Full member, term ending 2026	John Ricketts Roz Peterson

Finance Committee	3-year terms	Moises del Real
	1-year terms (alternate)	Michael Patera

Parks, Recreation & Natural Resources Committee	3-year terms	Vicki Schwartz Pat Sauer Mark Engler
	1-year term (alternate)	Renee Brekken Saima Ali

Planning Commission	3-year terms	Mark Traffas John Swaney
	1-year terms (alternate)	Erin Duckworth Dylan Duckworth



Date: 3/17/2025

Resolutions Approving Changes to the Lakeville Area Arts Center Advisory Board and the Parks, Recreation and Natural Resources Advisory Committee

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolutions approving changes to the Lakeville Area Arts Center Advisory Board and the Parks, Recreation and Natural Resources Advisory Committee.

Overview

Staff is recommending changes to the structure of the Lakeville Area Arts Center Advisory Board by appointing an ex-officio member who will be selected from the members of the Friends of the Lakeville Area Arts Center. In addition, staff recommends expanding the Parks, Recreation and Natural Resources Committee to include an additional alternate member. Both appointments, as with all other appointments, will be made by the City Council.

Supporting Information

1. Resolution Approving Changes to the Lakeville Area Arts Center Advisory Board
2. Resolution Approving Change to the Lakeville Parks, Recreation and Natural Resources Advisory Committee

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Joe Masiarchin, Parks and Recreation Director
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGES TO THE LAKEVILLE
AREA ARTS CENTER ADVISORY BOARD**

WHEREAS, Resolution No. 24-033, outlining changes to the member structure of the Lakeville Area Arts Center Advisory Board was approved by the Lakeville City Council on March 18, 2024 and:

NOW, THEREFORE, BE IT RESOLVED that the composition of the Lakeville Area Arts Center Advisory Boards shall be amended as follows:

MEMBERSHIP, The Lakeville Area Arts Center Advisory Board shall consist of eight (8) members and (1) alternate member. The Arts Center Manager, Lakeville Chamber of Commerce Director of Tourism and a Friends of the Lakeville Area Arts Center Board (FLAAC) member are appointed ex-officio members (without privileges) of the Lakeville Area Arts Center Advisory Board. The FLAAC ex-officio member will be appointed at the discretion of the City Council.

Alternate – The alternate shall act as a regular voting members in the absence of any regular member. The term of office for the alternates shall be for one (1) year. The alternate shall be a resident of the City of Lakeville.

Board members shall serve without compensation. However, committee members may, with consent of the City Council, incur expenses that are deemed necessary.

Any member of the advisory committee may be removed from office with or without cause by a 4/5 vote of the entire City Council.

Terms of Office. Committee members shall be appointed by the City Council for terms of three (3) years.

ADOPTED this 17th day of March, 2025

CITY OF LAKEVILLE

Luke. M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGES TO THE LAKEVILLE PARKS, RECREATION AND
NATURAL RESOURCES ADVISORY COMMITTEE**

WHEREAS, Resolution No. 07-207, confirming and defining the purpose, responsibilities and terms of office for the Lakeville Parks, Recreation and Natural Resources Advisory Committee was approved by the Lakeville City Council on December 3, 2007 and:

NOW, THEREFORE, BE IT RESOLVED that the composition of the Lakeville Parks, Recreation and Natural Resources Committee shall be amended as follows:

MEMBERSHIP, The Lakeville Parks, Recreation and Natural Resources Committee shall consist of seven (7) members and (2) alternate members. The Parks and Recreation Director is appointed as an ex-officio member (without privileges) of the Lakeville Parks, Recreation and Natural Resources Advisory Committee.

Alternate – The alternates shall act as a regular voting members in the absence of any regular member(s). The term of office for the alternates shall be for one (1) year. The alternates shall be residents of the City of Lakeville.

Committee members shall serve without compensation. However, committee members may, with consent of the City Council, incur expenses that are deemed necessary.

Any member of the advisory committee may be removed from office with or without cause by a 4/5 vote of the entire City Council.

Terms of Office. Committee members shall be appointed by the City Council for terms of three (3) years.

ADOPTED this 17th day of March, 2025

CITY OF LAKEVILLE

Luke. M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



March 17, 2025

Item No.

Resolution Amending the 2024 General Fund Budget

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2024 General Fund Budget.

Overview

Various events have transpired during the year which require an adjustment to the 2024 General Fund budget. Various amendments have been approved by the City Council during the year. Approval of this resolution authorizes the amendment of the budget to reflect changes more accurately in operations.

	General Fund			Final Amended Budget
	Adopted Budget	12/31/2024 YTD Amended	3/17/2025 Amendment	
Revenues	\$ 38,375,585	\$ 38,775,043	\$ 95,019	\$ 38,870,062
Expenditures	40,965,570	40,247,365	146,019	40,393,384
Excess (Deficiency)	(2,589,985)	(1,472,322)	(51,000)	(1,523,322)
Other Financing Sources (Uses)	1,061,571	11,998	-	11,998
Net Change in Fund Balance	(1,528,414)	(1,460,324)	(51,000)	(1,511,324)
Fund Balance, January 1	21,669,326	22,372,997		22,372,997
Fund Balance, December 31	<u>\$ 20,140,912</u>	<u>\$ 20,912,673</u>	<u>\$ (51,000)</u>	<u>\$ 20,861,673</u>

Detailed explanations for the adjustments are included as part of the exhibit to the resolution.

Supporting Information

- Resolution
 - Exhibit A: General Fund

Financial Impact: \$ See attached **Budgeted:** Y ☐ N ☐ **Source:** Various
Related Documents: (CIP, ERP, etc.): 2024 Budget
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE
RESOLUTION NO. _____

Resolution Amending the 2024 General Fund Budget

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

1. The 2024 budget for the General Fund is hereby amended for the fiscal year ending December 31, 2024 as per Exhibit A, as attached hereto.

ADOPTED by the Lakeville City Council this 17th day of March 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

EXHIBIT A

CITY OF LAKEVILLE
JOURNAL ENTRY
JE: 00000974

Post Date: 12/31/2024
Entry Date: 03/12/2025

Entered By: JWERNER
Journal: BA

Description: BUDGET AMENDMENTS COUNCIL MTG 3/17/25

GL #	Description	DR	CR
1000.1806.4604.00	PARK/BUILDING RENTAL	20,000	-
1000.1810.4640.00	ARTS CENTER CHARGES	21,000	-
1000.1811.5010.00	PROCEEDS ON SALE OF PROPERTY	22,400	-
1000.1814.4640.00	ARTS CENTER CHARGES	15,000	-
1000.1826.4640.00	ARTS CENTER CHARGES	10,000	-
1000.1852.4267.00	STATE RECREATION GRANT	6,619	-
1000.1852.6020.00	SALARIES PART-TIME - REGULAR	-	6,619
1000.1853.6540.00	CAP OUTLAY MACHINERY/EQUIPMENT	-	10,000
1000.1805.6280.00	OTHER CONTRACTUAL	-	41,000
1000.1806.6280.00	OTHER CONTRACTUAL	-	20,000
1000.1810.6280.00	OTHER CONTRACTUAL	-	21,000
1000.1811.6370.00	CREDIT CARD FEES	-	22,400
1000.1814.6280.00	OTHER CONTRACTUAL	-	15,000
1000.0000.3031.00	USE OF FUND BALANCE	51,000	
1000.1826.6280.00	OTHER CONTRACTUAL	-	10,000
Journal Total:		146,019	146,019

The use of fund balance is due to timing differences from the system conversion. The budget was adjusted to align with accrual accounting, but this does not impact the financial statements since the budget follows a different accounting basis.



Date: 3/17/2025

Marketplace at Cedar Preliminary Plat and Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Marketplace at Cedar preliminary plat, and 2) a conditional use permit to allow a lot without public street frontage and adoption of the findings of fact.

Overview

Oppidan Investment Company has requested approval of a preliminary plat for nine commercial lots and five outlots to be known as Marketplace at Cedar. An application was also submitted for a conditional use permit (CUP) to allow a lot without public street frontage. The property to be platted is at the southeast quadrant of Cedar Avenue (CSAH 23) and 179th Street (CSAH 9). The property is zoned M-2, Mixed Use Cedar Corridor District. The Planning Commission held a public hearing at their March 6, 2025 meeting and there was one public comment, asking about potential uses on site and traffic impacts. The Planning Commission unanimously recommended approval of the applications subject to 15 stipulations.

Supporting Information

1. Preliminary Plat Resolution
2. CUP Form and Findings of Fact
3. March 6, 2025 draft Planning Commission meeting minutes
4. Planning and Engineering Reports
5. Exhibits A-F
6. Exhibits G-J

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF MARKETPLACE AT CEDAR**

WHEREAS, Oppidan Investment Company requests approval of the preliminary plat of none commercial lots to be known as **MARKETPLACE AT CEDAR**; and

WHEREAS, the Planning Commission held a public hearing at its March 6, 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 **MARKETPLACE AT CEDAR** preliminary plat is approved subject to the following conditions:

1. Development of Lots 1-9, Block 1 shall be subject to application for site plan review as required by Chapter 9 of the Zoning Ordinance (or application for conditional use permit(s) as may be required for specific uses within the M-2 District).
2. Dedication of right-of-way, street section design, and street name(s) for Glanshaw Avenue shall be subject to review and approval of the City Engineer.
3. Access from 179th Street (CSAH 9) shall be subject to review by the City Engineer and approval of the Dakota County.
4. An ingress-egress easement for shared access to Lots 1-9, Block 1 shall be submitted with application for final plat approval and is subject to review and approval of the City Attorney.
5. Access to Glanshaw Avenue and the design and construction of the interior private drive shall be subject to review and approval of the City Engineer.
6. Pedestrian connectivity to and between each of the lots within the preliminary plat is required and will be reviewed with the zoning and subdivision approvals for each of the lots.
7. The design and construction of all sidewalks and trails within and abutting the preliminary plat is to be subject to review and approval of the City Engineer.
8. All signs shall comply with Chapter 23 of the Zoning Ordinance Section 11-23-15.X of the Zoning Ordinance and shall require issuance of a sign permit placement upon the subject property.

9. Placement of proposed landscaping along the east side of Glacier Way, in the area of Outlot B and Lots 6 and 7, Block 1, shall be subject to review and approval of the City Forester and Environment Resources Manager prior to final plat approval.
10. A stormwater maintenance agreement shall be executed at the time of final plat approval to provide for ownership and maintenance of Outlot A and Outlot B.
11. All wetland delineations and wetland impacts or grading, drainage, and erosion control issues shall be subject to review and approval of the City Engineer.
12. All utility issues shall be subject to review and approval of the City Engineer.
13. All drainage and utility easements shall be subject to review and approval of the City Engineer.
14. Outlot C shall be deeded to the City at the time of final plat approval for storm water management purposes.
15. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at final plat approval, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.

ADOPTED by the Lakeville City Council this **17th** day of **March 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby grants a conditional use permit to Oppidan Investment Company to allow a platted lot without public street frontage in the M-2, Mixed Use Cedar Corridor District.

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

Lot 8, Block 1, Marketplace at Cedar, according to the approved preliminary plat.

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

- a) Issuance of an administrative permit allowing for shared access to public streets.
- b) An ingress-egress easement for shared access to Lots 1-9, Block 1 shall be recorded with the final plat and is subject to review and approval of the City Attorney.

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

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

DATED: March 17, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

(

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 17th day of **March 2025**, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

MARKETPLACE AT CEDAR CONDITIONAL USE PERMIT

FINDINGS OF FACT AND DECISION

On 17 March 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Oppidan Investment Company for a conditional use permit to allow platting of a lot without frontage to a public street. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The 2040 Lakeville Comprehensive Plan guides the property for Corridor Mixed Use.
2. The property is zoned M-2, Mixed Use Cedar Corridor District.
3. The legal description of the property is:

Lot 8, Block 1, Marketplace at Cedar, according to the approved preliminary plat.

4. Section 11-16-5.G of the Zoning Ordinance requires that each lot shall have frontage to an abutting, improved, and city accepted public street in compliance with the minimum lot width requirements of the respective zoning district, except as may be allowed by approval of a conditional use permit; the applicant is requesting approval of a Conditional Use Permit to allow Lot 8, Block 1 of the proposed Marketplace at Cedar to be platted without frontage to a public street.
5. Section 11-4-3.E of the Zoning Ordinance provides that the City Council shall consider possible effects of the proposed amendment with its judgment shall be based upon, but not limited to, the following factors:

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

Finding: The 2040 Lakeville Comprehensive Plan guides the subject property for Corridor Mixed Use development. Areas guided for Corridor Mixed Use are to have a compact development form, oriented towards the streetscape and providing for non-vehicular access and circulation. The commercial lots within the preliminary plat are clustered in the north portion of the subject property utilizing shared access to adjacent public streets for maximum utilization of the area. Integration of vehicle and pedestrian access for the commercial lots illustrated on the site plan is consistent with the development pattern envisioned by the Comprehensive Plan for Corridor Mixed Uses.

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

Finding: The table below summarizes land uses surrounding the subject property. The proposed subdivision of nine lots for commercial uses and outlots for future high density residential development will be compatible with existing and planned land use in the area of the subject property.

Direction	Land Use Plan	Zoning Map	Existing Use
North	Commercial HDR	PUD District	Crossroads
East	MDR	RM-3 District	Row townhouses
South	Public/Quasi Public HDR	POS District PUD District	Metro Transit Park/Ride Edison at Avonlea
West	Public/Quasi Public	POS District	Central Maintenance Facility

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

Finding: The proposed development complies with the requirements of the Zoning Ordinance including performance standards specific to the lot without frontage to a public street.

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

Finding: The property is within the Municipal Urban Service Area and the proposed use can be accommodated within the City's existing public service capacity.

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

Finding: The property is to be accessed using 179th Street (CSAH 9) and Glanshaw Avenue. The existing streets serving the property have adequate capacity to accommodate traffic generated by the proposed development.

5. The Planning Commission conducted a public hearing at their meeting on March 6, 2025 regarding the application preceded by published and mailed notice; the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak; the public hearing was closed and the Planning Commission voted to recommend the City Council approve the application.
6. The report dated 25 February 2025 prepared by The Planning Company LLC (TPC) is incorporated herein.

DECISION

The City Council hereby approves the Conditional Use Permit in the form attached thereto.

ADOPTED by the Lakeville City Council this 17th day of March, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
March 6, 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, Vice Chair Christine Zimmer, Scott Einck, Amanda Tinsley, Patty Zuzek, Ex-Officio Jeff Hanson

Members Absent: Pat Kaluza, Jason Swenson

Staff Present: Tina Goodroad, Community Development Director; Alanna Sobottka, Civil Engineer, Dawn Erickson, Recording Secretary, D. Daniel Licht, The Planning Company.

3. Approval of the Meeting Minutes

The February 20, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Community Development Director Tina Goodroad stated if the agenda items are not tabled they will move forward to the March 17 City Council meeting.

5. Spirit of Brandtjen Farm 25th Addition

Chair Majorowicz requested a motion be made to table this item to the March 20, 2025 Planning Commission meeting at the applicant's request.

Motion was made by Zuzek, seconded by Zimmer to table the Spirit of Brandtjen Farm 25th Addition preliminary plat, PUD development stage plan, and amendment to the Spirit of Brandtjen Farm planned unit development to the March 20, 2025 Planning Commission meeting.

Ayes: Tinsley, Majorowicz, Zimmer, Einck, Zuzek

Nays: 0

6. Marketplace at Cedar

Chair Majorowicz opened the public hearing to consider the applications of ISG Inc on behalf of Oppidan for a preliminary plat and conditional use permit allowing a lot without public street frontage, and an administrative permit allowing for shared access to public streets located at the southeast quadrant of Cedar Avenue (CSAH 23) and 179th Street.

Pete Carbonneau from Oppidan Investment Company introduced the project. He added that Mitchell Cookas of ISG, Inc., engineer for the project, was in attendance.

Daniel Licht, The Planning Company, presented the staff report. Mr. Licht stated the preliminary plat subdivides the property into nine commercial lots as well as five outlots, three of which are for stormwater purposes and two outlots for future development. The two outlots for future development would allow for multiple family housing or commercial development.

Chair Majorowicz opened the hearing to the public for comment.

The following public comments were received:

- *Diane Cunningham, 17985 Giants Way, requested information on what types of tenants would be considered as well as what the traffic impact will be.*

Motion was made by Zimmer, seconded by Einck to close the public hearing at 6:13 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Mr. Carbonneau addressed the questions that were posed during the public hearing. Mr. Carbonneau stated they are working with CBRE as the broker on this. Mr. Carbonneau stated currently they are working with a bank, a grocer, a coffee shop, a dental user, a quick service restaurant, an oil change, a car wash and a daycare. Mr. Carbonneau stated the required traffic study will be submitted.

Mr. Licht stated the site has two accesses to public streets. Mr. Licht stated vehicle entry to the site will be from 179th Street and Glanshaw Avenue, while exits from the site will be to Glanshaw Avenue and Glacier Way.

Chair Majorowicz asked for comments from the Planning Commission.

- Commissioner Zuzek requested clarification regarding traveling westbound on the north side. Mr. Licht confirmed you cannot take a left to the site when traveling westbound on 179th Street.
- Commissioner Zimmer asked if the buildings would be one story buildings. Mr. Licht confirmed that each of the buildings are likely to be one-story buildings.
- Commissioner Zimmer asked if there were any drive-thrus. Mr. Licht stated the two uses in the center for quick serve restaurants would require conditional use permits and require a public hearing before the Planning Commission.

Motion was made by Zimmer, seconded by Tinsley to recommend to City Council approval of the Marketplace at Cedar preliminary plat and conditional use permit to allow a lot without public street frontage, subject to the 15 stipulations listed below:

1. Development of Lots 1-9, Block 1 shall be subject to application for site plan review as required by Chapter 9 of the Zoning Ordinance (or application for conditional use permit(s) as may be required for specific uses within the M-2 District).

2. Dedication of right-of-way, street section design and street name(s) for Glanshaw Avenue shall be subject to review and approval of the City Engineer.
3. Access from 179th Street (CSAH 9) shall be subject to review by the City Engineer and approval of the Dakota County.
4. An ingress-egress easement for shared access to Lots 1-9, Block 1 shall be submitted with application for final plat approval and is subject to review and approval of the City Attorney.
5. Access to Glanshaw Avenue and the design and construction of the interior private drive shall be subject to review and approval of the City Engineer.
6. Pedestrian connectivity to and between each of the lots within the preliminary plat is required and will be reviewed with the zoning and subdivision approvals for each of the lots.
7. The design and construction of all sidewalks and trails within and abutting the preliminary plat is to be subject to review and approval of the City Engineer.
8. All signs shall comply with Chapter 23 of the Zoning Ordinance Section 11-23-15.X of the Zoning Ordinance and shall require issuance of a sign permit placement upon the Subject Property.
9. Placement of proposed landscaping along the east side of Glacier Way, in the area of Outlot B and Lots 6 and 7, Block 1, shall be subject to review and approval of the City Forester and Environment Resources Manager prior to final plat approval.
10. A stormwater maintenance agreement shall be executed at the time of final plat approval to provide for ownership and maintenance of Outlot A and Outlot B.
11. All wetland delineations and wetland impacts or grading, drainage, and erosion control issues shall be subject to review and approval of the City Engineer.
12. All utility issues shall be subject to review and approval of the City Engineer.
13. All drainage and utility easements shall be subject to review and approval of the City Engineer.
14. Outlot C shall be deeded to the City at the time of final plat approval for storm water management purposes.
15. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at final plat approval, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.

Ayes: Majorowicz, Zimmer, Einck, Zuzek, Tinsley,

Nays: 0



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 26 February 2025

RE: Lakeville – Marketplace at Cedar

TPC FILE: 135.01

BACKGROUND

Oppidan Investment Company has submitted a proposal for subdivision of 31.72 undeveloped acres consisting of nine lots, five outlots, and public right-of-way. The subject property is located at the southeast quadrant of Cedar Avenue (CSAH 23) and 179th Street. The submitted plans require consideration of applications for a preliminary plat, Conditional Use Permit allowing a lot without public street frontage, and an administrative permit allowing for shared access to public streets. A public hearing to consider the applications has been notice for the Planning Commission meeting on 6 March 2025 at 6:00PM.

Exhibits:

- A. Location Map
- B. 2040 Land Use Plan Map
- C. Zoning Map
- D. Existing Site Survey
- E. Preliminary Plat
- F. Site Plans
- G. Utility Plans
- H. Grading Plans
- I. Planting Plan
- J. November 7, 2024 Plat Commission Letter

ANALYSIS

Comprehensive Plan. The subject property is guided by the 2040 Lakeville Comprehensive Plan for Corridor Mixed Uses. As applied to the Cedar Avenue corridor, Corridor Mixed Uses allow for commercial retail, service, and office uses in standalone or mixed-use buildings together with high-density residential

dwelling units with a base density allowance of 26 to 40 dwelling units per acre (with the opportunity for up to 45 dwelling units per acre for senior housing). The Comprehensive Plan estimates that commercial land uses will comprise 60 percent or more of the areas guided for Corridor Mixed Uses land use. The nine proposed commercial lots are 41.7 percent of the area of the subject property, not including public rights-of-way or stormwater management outlots.

Areas guided for Corridor Mixed Uses are to have a compact development form, oriented towards the streetscape and providing for non-vehicular access and circulation. The commercial lots within the preliminary plat are clustered in the north portion of the subject property utilizing shared access to adjacent public streets for maximum utilization of the area. Integration of vehicle and pedestrian access for the commercial lots illustrated on the site plan is consistent with the development pattern envisioned by the Comprehensive Plan for Corridor Mixed Uses development.

Zoning. The subject property is zoned M-2, Mixed Use Cedar Corridor District, which is established to provide for development of commercial and high density residential uses that will utilize and support transit services within the Cedar Avenue corridor. The site plan illustrates potential commercial uses of the 11 proposed lots. Future development of the individual lots within the preliminary plat will be subject to the uses allowed within the M-2 District and the review processes established by the Zoning Ordinance. The table below summarizes that all of the uses as shown on the site plan, all of which are allowed within the M-2 District.

Lot	Use	M-2 District Allowance
1	Bank	Permitted
2	Multi-Tenant	Permitted/Conditional
3	Quick Serve Restaurant	Conditional
4	Quick Serve Restaurant	Conditional
5	Oil Change (minor auto repair)	Conditional
6	Medical Office	Permitted
7	Car Wash	Conditional
8	Daycare	Permitted
9	Grocer	Permitted

Surrounding Uses. The table below summarizes land uses surrounding the subject property. The proposed subdivision of nine lots for commercial uses and outlots for future high density residential development will be compatible with existing and planned land use in the area of the subject property.

Direction	Land Use Plan	Zoning Map	Existing Use
North	Commercial HDR	PUD District	Crossroads of Lakeville Crossroads Senior Housing
East	MDR	RM-3 District	Row townhouses
South	Public/Quasi Public HDR	P/OS District PUD District	Metro Transit Park/Ride Edison at Avonlea
West	Public/Quasi Public	P/OS District	Central Maintenance Facility

Lot Requirements. Section 11-66-13 of the Zoning Ordinance establishes that there is no minimum lot area and no minimum lot area required within the M-2 District. The intent of not requiring minimum lot requirements is to encourage the most efficient site design that maximizes the developability of the

subject property. The preliminary plat sheet is to be revised to include a statement that no minimum lot area and no minimum lot width is required as required by Section 10-3-2.C of the Subdivision Ordinance. Section 11-16-5.G.1 of the Zoning Ordinance allows for Lot 8, Block 1 to not have any frontage to a public street with approval of a Conditional Use Permit, which will be related to the Administrative Permit necessary for shared vehicle access discussed in subsequent paragraphs.

Setbacks. Section 11-66-13 of the Zoning Ordinance requires a 10 foot setback at the perimeter of all lots within the M-2 District except that a 30 foot setback is required for yards abutting a major collector or arterial street. The setbacks are illustrated on the preliminary. Although site plan approval is not applied for at this time, the principal buildings shown within Lots 1-9, Block 1 all comply with applicable setback requirements.

Right-of-Way. The subject site abuts the following streets with functional classification as established by the Transportation Plan:

Roadway	Functional Classification	Proposed Access
Cedar Avenue (CSAH 23)	Principal Arterial	None
179 th Street (CSAH 9)	A Minor Arterial	Right-In access
Glacier Way	Minor Collector	None

The proposed preliminary plat was reviewed and approved by the Dakota County Plat Commission at their November 6, 2024 meeting.

The preliminary plat provides for extension of Glanshaw Avenue from its terminus at the south plat line north to intersect an extension of a second public street west of Glacier Way. The designation of the east-west street section shown as Glanshaw Avenue on the preliminary plat is subject to City staff review and approval prior to application for a final plat. Dedication of right-of-way and street section designs for Glanshaw Avenue within the preliminary plat is subject to review and approval of the City Engineer.

Vehicle Access. Access to the nine commercial lots is proposed via a right-in from 179th Street (CSAH 9), which is subject to review by the City Engineer and approval of the Dakota County Plat Commission.

An access for the nine commercial lots is also proposed to Glanshaw Avenue as the north leg of the intersection of the north-south and east-west sections of the public street, with interior access shared among the lots using a private drive.

Section 11-16-5.G.2 of the Zoning Ordinance allows for the shared private access between the nine commercial lots with approval of an administrative permit. The requirement for issuance of the administrative permit is that the developer provide an ingress-egress easement to be recorded for all properties utilizing the private access or upon which the private access encroaches. An ingress-egress easement is to be submitted by the developer with application for final plat approval and is subject to review and approval of the City Attorney.

The proposed accesses to the public streets and the design and construction of the interior private drive are subject to review and approval of the City Engineer.

Pedestrian Access. As noted above, the Comprehensive Plan outlines that developments within the M-2 District are to provide for a compact form that is accessible for both vehicles and pedestrians.

- There is an existing trail on the east side of Cedar Avenue (CSAH 23) abutting the subject property that is shown on the submitted plans.
- The submitted plans illustrate construction of a trail on the south side of 179th Street (CSAH 9) between Cedar Avenue (CSAH 23) and Glacier Way.
- There is an existing sidewalk on the west side of Glacier Way abutting the subject property that is shown on the submitted plans.
- The submitted plans provide for construction of a sidewalk on the north and west sides of Glanshaw Way within the preliminary plat. Future sidewalks on the east and south sides of Glanshaw Avenue may be considered at such time as Outlot E is final platted and developed.
- There is a sidewalk shown along one side of the interior shared private drive with connections to individual principal buildings within the nine commercial lots. Pedestrian connectivity to and between each of the lots within the preliminary plat is required and will be reviewed with the zoning and subdivision approvals for each of the lots.

The design and construction plans for all sidewalks and trails within and abutting the preliminary plat is to be subject to review and approval of the City Engineer.

Signs. The site plan illustrates a freestanding sign at the northwest corner of the subject property within Lot 1, Block 1. Section 11-23-19.D of the Zoning Ordinance does not allow individual freestanding signs for lots within the M-2 District. Section 11-23-15.X of the Zoning Ordinance does allow a subdivision identification sign for Lots 1-9, Block 1 in yards abutting arterial or major collector streets, which would apply to Cedar Avenue (CSAH 23) and 179th Street (CSAH 9). The freestanding signs allowed by Section 11-23-15.X of the Zoning Ordinance may be up to 100 square feet in area and erected to height up to 20 feet. A sign permit is required by Section 11-23-5 of the Zoning Ordinance prior to placement of a subdivision identification sign upon the subject property.

Landscaping. The developer has submitted an inventory of existing trees upon the subject property, which are generally located along the west and south plat lines. The only significant trees as defined by 10-4-11.A of the Subdivision Ordinance are located along the south plat line straddling the boundary with the Metro Transit Park and Ride Facility. Significant trees shown on the tree survey east of Glanshaw Avenue are all located on the Edison at Avonlea property. The significant trees are located within the boundaries of proposed Outlot A and Outlot B and not impacted by development of the preliminary plat.

The developer also submitted a landscape plan for plantings proposed along Glacier Way between 179th Street (CSAH 9) and Gerdine Path. These plantings are not required as a condition of preliminary plat approval, but would be necessary to comply with Section 11-66-7.A.4 of the Zoning Ordinance based upon the uses to be developed on Lots 6 and 7, Block 1. If the developer intends to install the proposed plantings now, that may be beneficial to allow the vegetation to establish and grow to enhance its screening effects. Placement of proposed landscaping along the east side of Glacier Way, in the area of Outlot B and Lots 6 and 7, Block 1, shall be subject to review and approval of the City Forester and Environment Resources Manager prior to final plat approval.

Storm Water. The submitted plans include a proposed grading plan and Storm Water Pollution Prevention Plan for development of Lots 1-9, Block 1; Glanshaw Avenue; and storm water basins within Outlot A, B, and C. The stormwater basins within Outlots A and Outlot B serve only stormwater from private properties with the outlots not being deeded to the City. The developer will be required to execute a stormwater maintenance agreement at the time of final plat approval to provide for ownership and maintenance of Outlot A and Outlot B. All grading, drainage, and erosion control issues are to be subject to review and approval of the City Engineer.

The submitted plans also identify a wetland in the area of Lots 2 and 3, Block 1 proposed to be impacted by the proposed development of the subject property. A delineation of the wetland was approved for the site on November 11, 2024 and the replacement plan approved on February 12, 2025.

Utilities. The subject property is within the current Municipal Urban Service Area (MUSA). The submitted plans include utility plans for extension of sewer and water utilities within public right-of-way and within the area of Lots 1-9, Block 1 to serve the individual commercial lots. All utility issues are subject to review and approval of the City Engineer.

Easements. Section 10-4-4 of the Subdivision Ordinance requires 10 foot wide drainage and utility easements at the perimeter of the proposed lots, which are shown on the preliminary plat. Drainage and utility easements may be required to overlay internal sewer and water utility pipes and/or stormwater drainage facilities. All drainage and utility easements are subject to review and approval of the City Engineer.

Outlots. The preliminary plat includes the following outlots with their intended purpose and anticipated ownership:

Outlot	Purpose	Ownership
A, B	Stormwater management	Private
C	Stormwater management	Deed to City
D, E	Future development	Developer

Park Dedication. Subdivision of the subject property requires satisfaction of park dedication requirements established by Section 10-4-8 of the Subdivision Ordinance. The 2015 Parks, Trails, and Open Space Plan does not identify acquisition of land from the subject property for public parks. Section 10-8-4.J of the Subdivision Ordinance provides that where land dedication is not required, the City may elect to receive a cash fee in lieu of land at the time of final plat approval. Park dedication requirements are subject to review of the Parks, Recreation and Natural Resources Committee and approval of the City Council.

CONCLUSION

The proposed Marketplace at Cedar preliminary plat is consistent with the policies of the Comprehensive Plan for a mixed-use development within the Cedar Avenue corridor. The preliminary plat further complies with the requirements of the Zoning Ordinance and Subdivision Ordinance. Our office and City staff recommend approval of the requested applications subject to the following conditions:

1. Development of Lots 1-9, Block 1 shall be subject to application for site plan review as required by Chapter 9 of the Zoning Ordinance (or application for conditional use permit(s) as may be required for specific uses within the M-2 District).

2. Dedication of right-of-way, street section design, and street name(s) for Glanshaw Avenue shall be subject to review and approval of the City Engineer.
3. Access from 179th Street (CSAH 9) shall be subject to review by the City Engineer and approval of the Dakota County.
4. An ingress-egress easement for shared access to Lots 1-9, Block 1 shall be submitted with application for final plat approval and is subject to review and approval of the City Attorney.
5. Access to Glanshaw Avenue and the design and construction of the interior private drive shall be subject to review and approval of the City Engineer.
6. Pedestrian connectivity to and between each of the lots within the preliminary plat is required and will be reviewed with the zoning and subdivision approvals for each of the lots.
7. The design and construction of all sidewalks and trails within and abutting the preliminary plat is to be subject to review and approval of the City Engineer.
8. All signs shall comply with Chapter 23 of the Zoning Ordinance Section 11-23-15.X of the Zoning Ordinance and shall require issuance of a sign permit placement upon the subject property.
9. Placement of proposed landscaping along the east side of Glacier Way, in the area of Outlot B and Lots 6 and 7, Block 1, shall be subject to review and approval of the City Forester and Environment Resources Manager prior to final plat approval.
10. A stormwater maintenance agreement shall be executed at the time of final plat approval to provide for ownership and maintenance of Outlot A and Outlot B.
11. All wetland delineations and wetland impacts or grading, drainage, and erosion control issues shall be subject to review and approval of the City Engineer.
12. All utility issues shall be subject to review and approval of the City Engineer.
13. All drainage and utility easements shall be subject to review and approval of the City Engineer.
14. Outlot C shall be deeded to the City at the time of final plat approval for storm water management purposes.
15. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at final plat approval, subject to review of the Parks, Recreation, and Natural Resources Committee and approval of the City Council.

Findings of fact for the conditional use permit are attached for your consideration.

- c. Justin Miller, City Administrator
Zach Johnson, City Engineer
Joe Masiarchin, Parks and Recreation Director
Andrea McDowell-Poehler, City Attorney



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: February 18, 2025
Subject: Marketplace at Cedar

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Tree Preservation Review
- Preliminary Utility Plan Review

BACKGROUND

Oppidan Investment Company has submitted a preliminary plat and conditional use permit application for a development to be known as Marketplace at Cedar. The proposed subdivision is located north of 181st Street, west of and adjacent to Glacier Way, east of and adjacent to Cedar Avenue (CSAH 23), and south of and adjacent to 179th Street (CSAH 9). The parent parcel consists of one metes and bounds parcel (PID No. 220100051014) zoned M-2, Mixed Use Cedar Corridor District.

The preliminary plat consists of nine (9) commercial lots, and five (5) outlots on 31.72 acres. The Developer is dedicating 0.58 acres as Cedar Avenue (CSAH 23) right-of-way, 0.39 acres as 179th Street (CSAH 9) right-of-way and 1.56 acres as Glanshaw Avenue right-of-way.

The outlots created with the preliminary plat shall have the following use:

- Outlot A: Stormwater Management Basin; to be retained by the developer (0.85 acres)
- Outlot B: Stormwater Management Basin; to be retained by the developer (0.45 acres)
- Outlot C: Stormwater Management Basin; to be deeded to the city (0.43 acres)
- Outlot D: Future development; to be retained by the developer (6.70 acres)
- Outlot E: Future development; to be retained by the developer (9.34 acres)

The proposed development will be completed by:

Developer:	Oppidan Investment Company
Engineer/Surveyor:	ISG, Inc.

SITE CONDITIONS

The Marketplace at Cedar site consists of undeveloped agricultural land generally draining northwest to southeast. There is a property access on the west end of the site. There are existing trees on site that will remain in place. There is an existing storm sewer outlet on the southeast of the site. There are three existing water stubs to the site at the north, northeast and southeast of the site. There is one existing sanitary sewer stub to the site to the east. There is one wetland delineated on the site. There is an overhead utility line on the west side of the site.

EASEMENTS

There are no existing easements on the parent parcel that will be vacated with the preliminary plat. The Developer shall provide a drainage and utility easement over the entirety of Outlot A and B and remove the outlots at the time of final plat.

STREET AND SUBDIVISION LAYOUT

Cedar Avenue (CSAH 23)

Marketplace at Cedar is located east of and adjacent to Cedar Avenue, a principal arterial roadway, as identified in the City's Transportation Plan. Cedar Avenue is constructed as a four-lane divided urban roadway adjacent to the preliminary plat. Right-of-way is being dedicated to meet the 100-foot half right-of-way requirement set forth by the Dakota County Plat Commission.

179th Street (CSAH 9)

Marketplace at Cedar is located south of and adjacent to 179th Street, a minor arterial roadway, as identified in the City's Transportation Plan. 179th Street is constructed as a four-lane divided urban roadway adjacent to the preliminary plat. Right-of-way is being dedicated to meet the 75-foot half right-of-way requirement set forth by the Dakota County Plat Commission.

Glanshaw Avenue

Development of Marketplace at Cedar includes the construction of Glanshaw Avenue, a local roadway. The developer is dedicating the necessary 60-foot-wide right-of-way for the construction of a 36-foot-wide urban section with sidewalk on one side.

Private Drives

Development of Marketplace at Cedar includes the construction of a privately owned and maintained roadway network providing access to various commercial businesses. The Developer shall dedicate drainage and utility and cross access easements over the private

roadways. The City shall not be responsible for any repairs (including cost) to the private roadways due to maintenance within the easement area.

SPECIAL ASSESSMENTS

Special assessment 221407 for Glacier Way construction is required to be paid at the time of final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be determined with each phase of construction.

PARKS, TRAILS, AND SIDEWALKS

Development of Marketplace at Cedar includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of Glanshaw Avenue from Glacier Way to the existing northern terminus of Glanshaw Avenue.

The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat.

UTILITIES

SANITARY SEWER

Marketplace at Cedar is located within subdistricts NC-20360 and NC-20135 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through sanitary sewer to the northern trunk monitored by meter M643A and continue to the Empire plant.

Marketplace at Cedar includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed along Glanshaw Avenue and Glacier Way.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and will be required with the final plat. The fee will be based on the current rate in effect at the time of final plat approval.

WATERMAIN

Development of Marketplace at Cedar includes the construction of public watermain. 8-inch watermain will be constructed within the subdivision from 8-inch watermain extended at the existing northern terminus of Glanshaw Avenue and an existing stub at Glacier Way and an existing stub at 179th Street.

OVERHEAD LINES

An overhead electric transmission line and poles are located along the west side of the parent parcel. The transmission line is a high voltage line and is therefore not required to be buried, consistent with the City's Public Ways and Property Ordinance.

DRAINAGE AND GRADING

Marketplace at Cedar is located within subdistricts FO-004, FO-012, and FO-044 of the Farmington Outlet stormwater district, as identified in the City's Water Resources Management Plan.

Development of Marketplace at Cedar includes the construction of one publicly-owned and maintained stormwater management basin and three privately-owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will ultimately outlet to the storm sewer in Glacier Way at the southeast of the site. The Developer shall enter into a maintenance agreement and grant a drainage and utility easement to the City over the private stormwater improvements. The public stormwater management basin will be located within Outlot C which will be deeded to the City with the final plat. The stormwater management design is consistent with City ordinance requirements.

Basin 4 shall be modified as necessary to meet City ordinance requirements at the time Outlot E is final platted.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Marketplace at Cedar 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 Marketplace at Cedar includes the construction of public storm sewer systems. Public storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot C.

Draintile construction is required in areas of non-granular soils within Marketplace at Cedar 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 parcels and must be collected with the Marketplace at Cedar final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Marketplace at Cedar is shown on the Flood Insurance Rate Map (Map No. 27037C0204E; 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

A wetland delineation was reviewed and approved for the site on November 11, 2024. The wetland delineation identified two wetlands on the site. Wetland A is a degraded farmed Type 1 wetland (0.52 acres) located on the north side of the site. Wetland B is a small Type 2 wetland (0.02 acres) located along Cedar Ave.

The development plan is proposing to impact all of Wetland A. A TEP meeting was held to review the replacement plan application no comments were received. The replacement plan was approved February 12, 2025.

The applicant will be replacing the impacted wetlands with wetland bank credits. No impacts to the wetland can take place until the city receives the approved wetland bank credit withdrawal form.

TREE PRESERVATION

No trees are proposed to be removed with the construction of Marketplace at Cedar.

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 Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. Changes made throughout

construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

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.

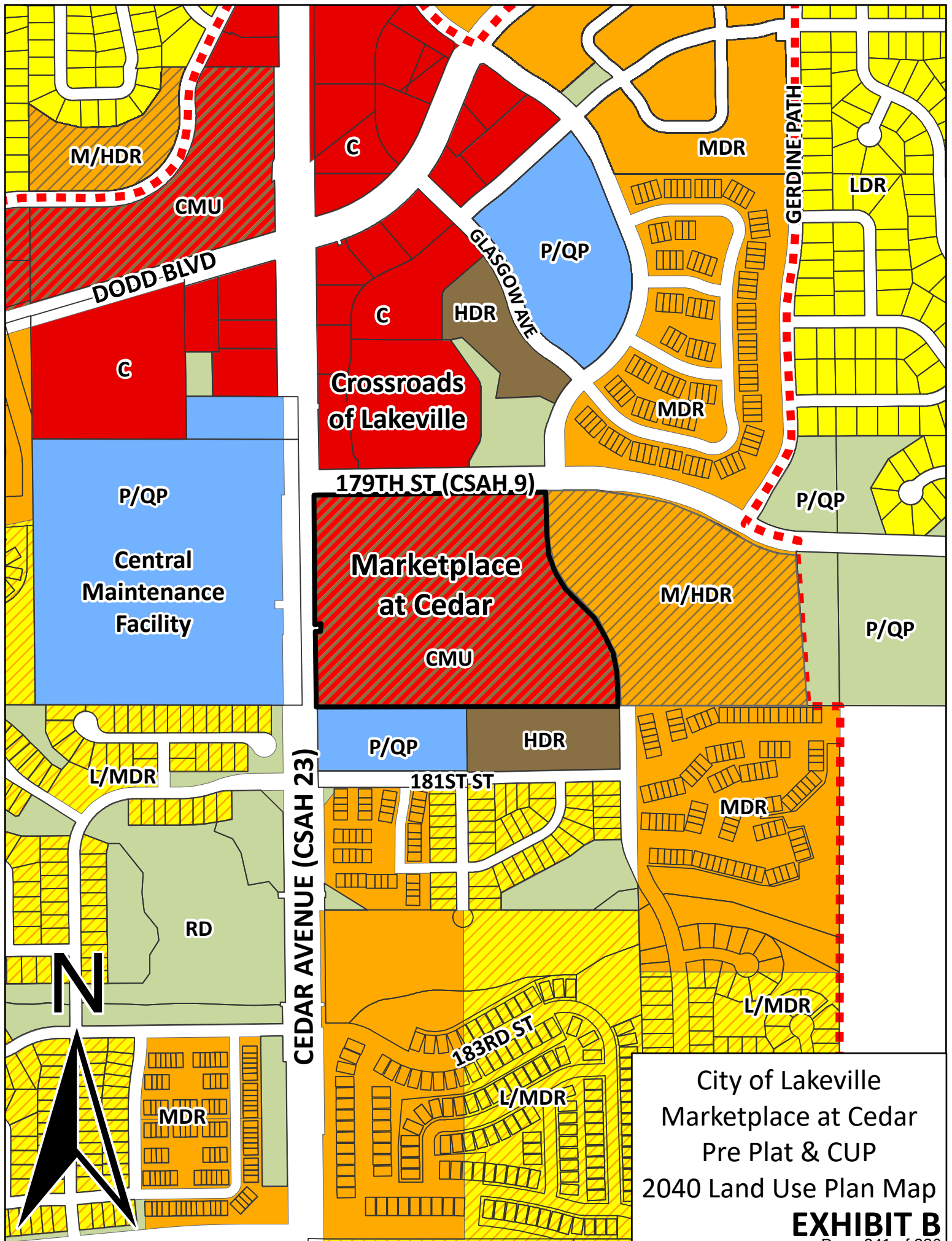
RECOMMENDATION

Engineering recommends approval of the preliminary plat, grading and erosion control plan, tree preservation, and utility plan for Marketplace at Cedar, subject to the requirements and stipulations within this report.

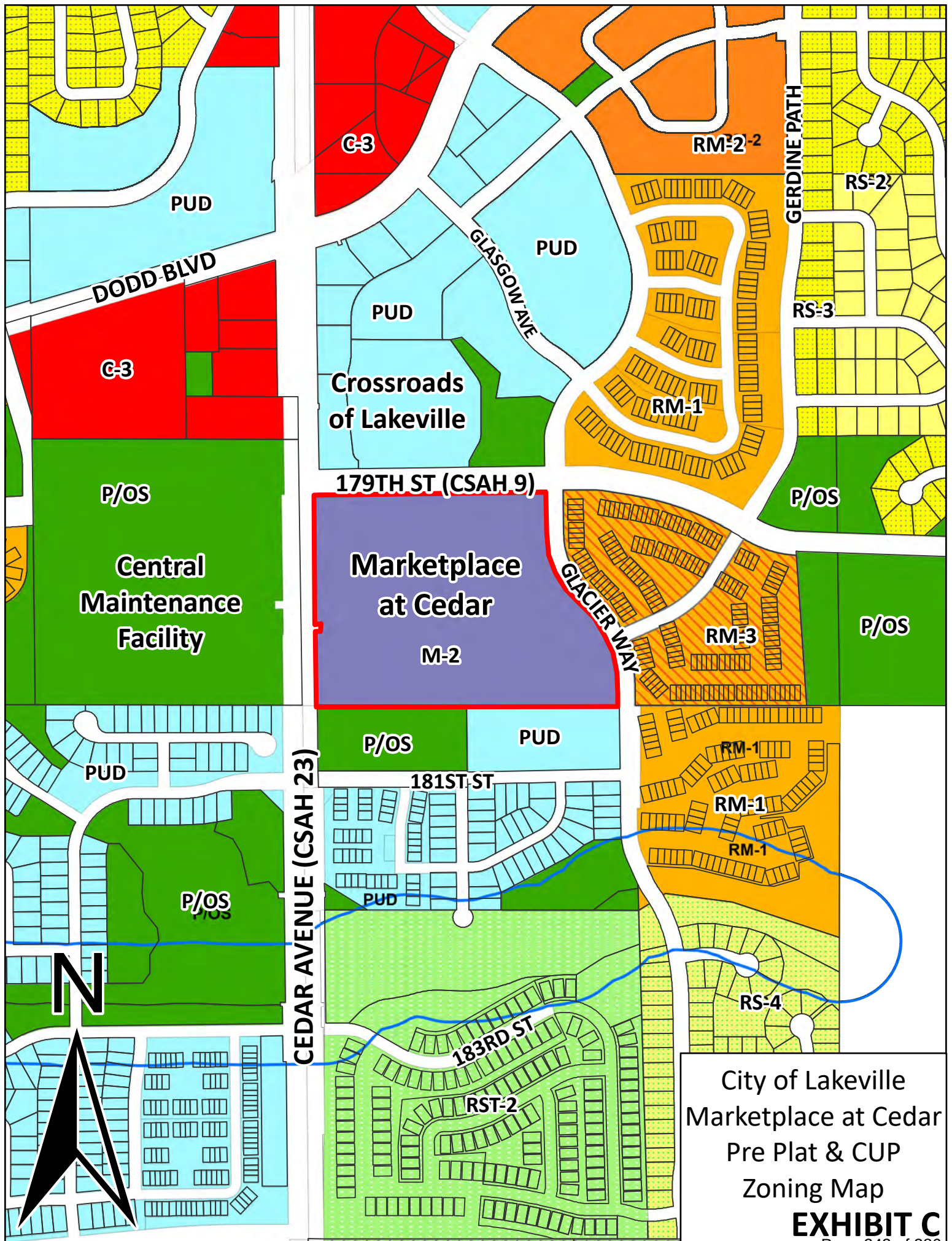


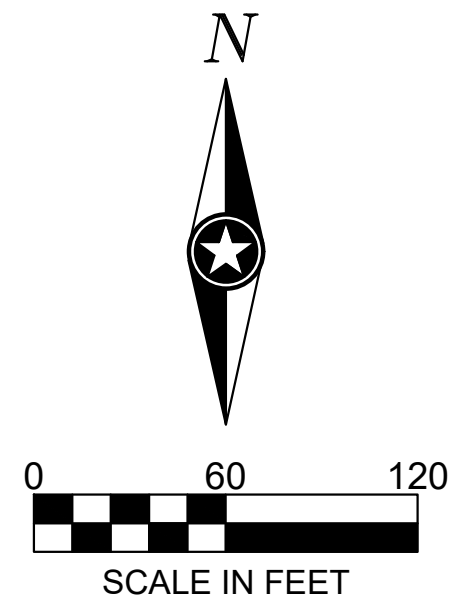
City of Lakeville
Marketplace at Cedar
Pre Plat & CUP
Location Map

EXHIBIT A



City of Lakeville
Marketplace at Cedar
Pre Plat & CUP
2040 Land Use Plan Map
EXHIBIT B





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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

[illegible]

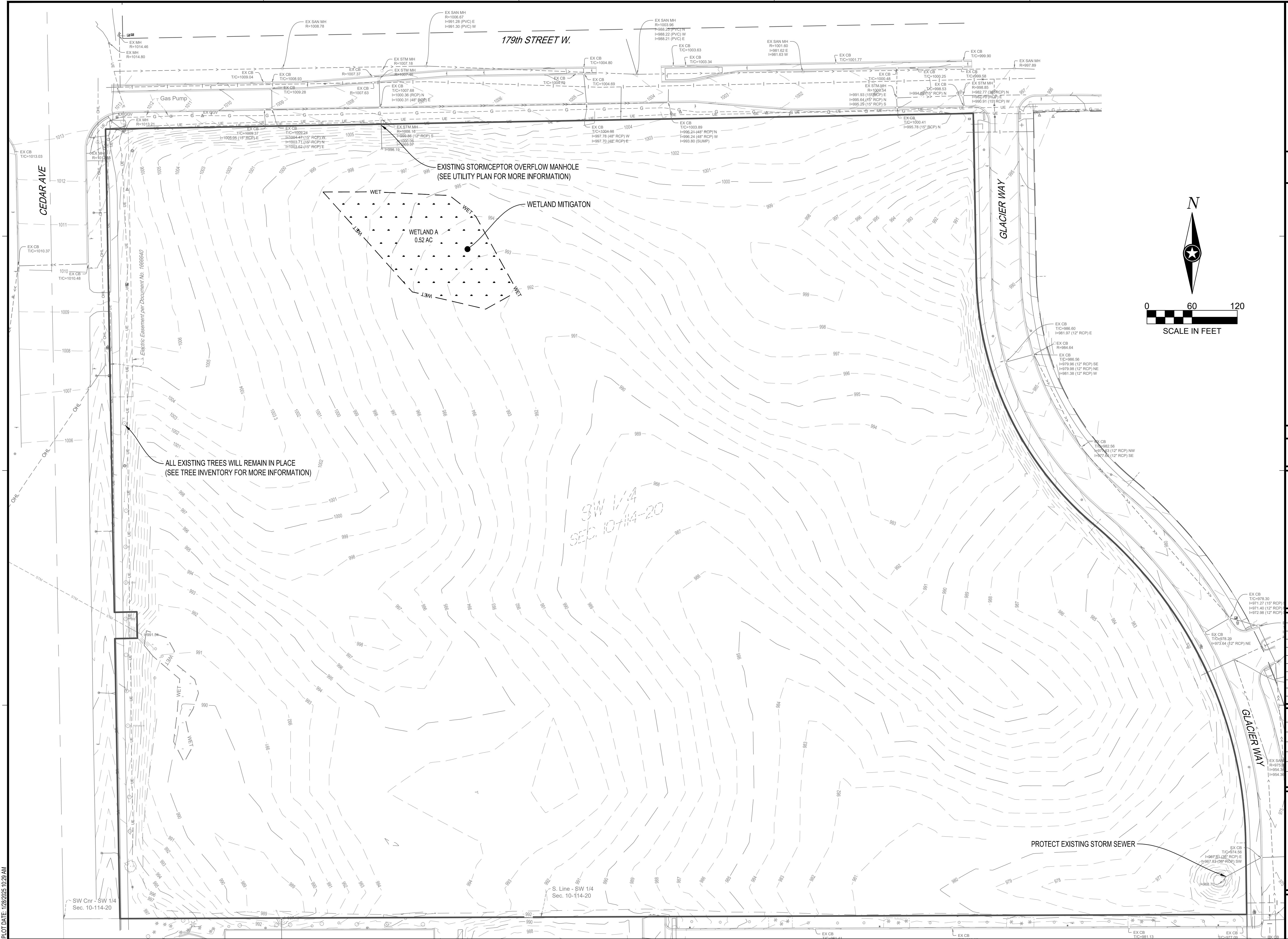
PROJECT NO.	23-29676
FILE NAME	29676 EXISTING
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

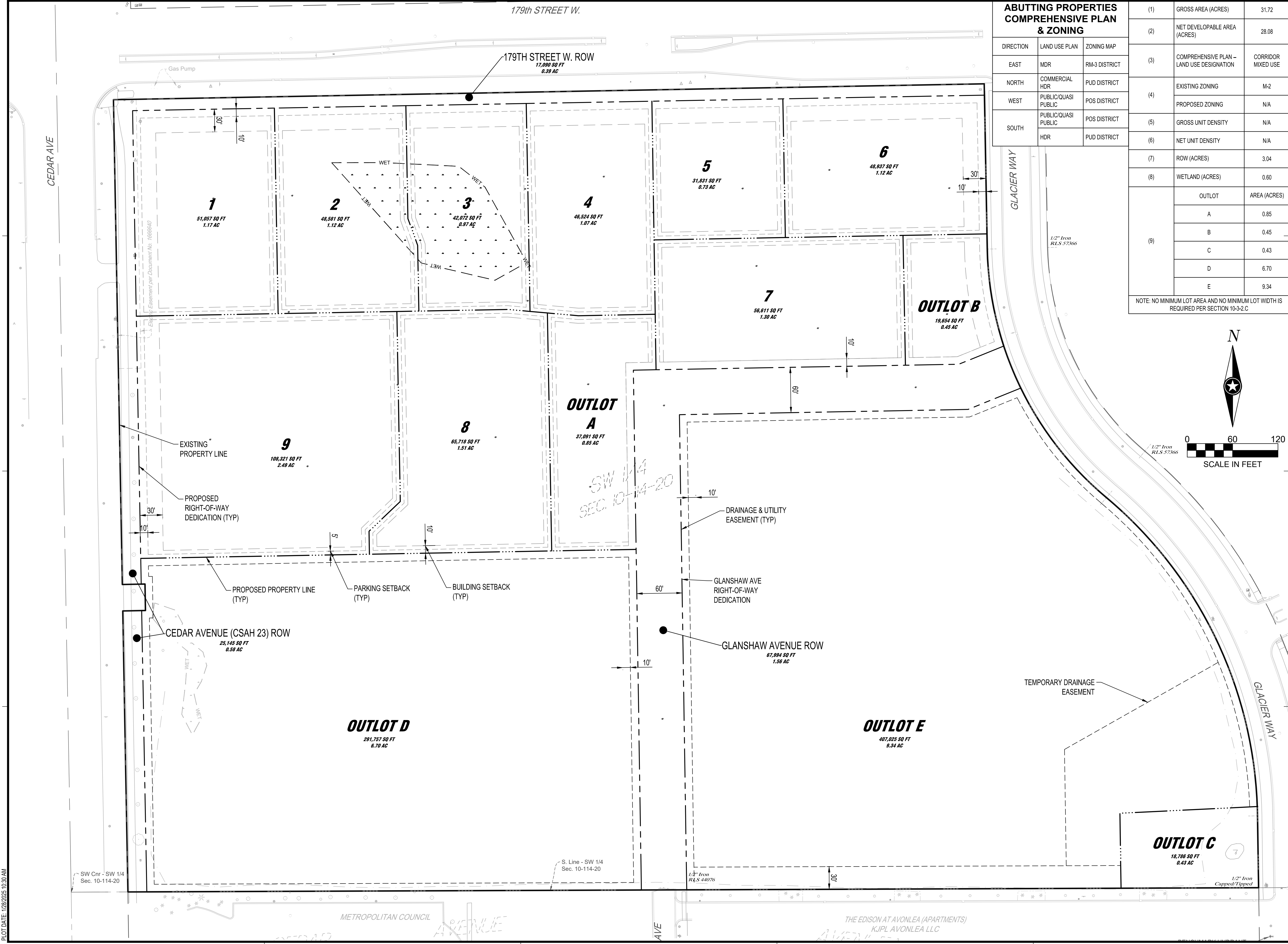
TITLE

EXISTING SITE PLAN EXHIBIT D

SHEET

C1-10





ABUTTING PROPERTIES COMPREHENSIVE PLAN & ZONING		
DIRECTION	LAND USE PLAN	ZONING MAP
EAST	MDR	RM-3 DISTRICT
NORTH	COMMERCIAL HDR	PUD DISTRICT
WEST	PUBLIC/QUASI PUBLIC	POS DISTRICT
SOUTH	PUBLIC/QUASI PUBLIC HDR	POS DISTRICT

(1)	GROSS AREA (ACRES)	31.72
(2)	NET DEVELOPABLE AREA (ACRES)	28.08
(3)	COMPREHENSIVE PLAN – LAND USE DESIGNATION	CORRIDOR MIXED USE
(4)	EXISTING ZONING	M-2
	PROPOSED ZONING	N/A
(5)	GROSS UNIT DENSITY	N/A
(6)	NET UNIT DENSITY	N/A
(7)	ROW (ACRES)	3.04
(8)	WETLAND (ACRES)	0.60
(9)	OUTLOT	AREA (ACRES)
	A	0.85
	B	0.45
	C	0.43
	D	6.70
	E	9.34
NOTE: NO MINIMUM LOT AREA AND NO MINIMUM LOT WIDTH IS REQUIRED PER SECTION 10-3-2.C		



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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 PPLAT
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT EXHIBIT E

SHEET

C1-20

PLOT DATE: 1/28/2025 10:31 AM

179th STREET W.

CEDAR AVE

PARKING SETBACK (TYP)
BUILDING SETBACK (TYP)

Gas Pump

PLYON SIGN

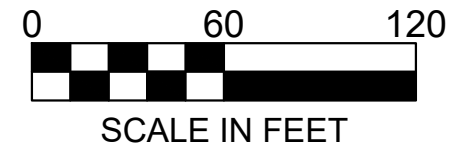
PROPOSED RETAINING WALL
(SEE GRADING PLAN)

PARKING SETBACK (TYP)
BUILDING SETBACK (TYP)

PROPOSED R/W
PROPERTY LINE (TYP)

PROPOSED RETAINING WALL
(SEE GRADING PLAN)

N



SCALE IN FEET

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS TRAIL
	BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT

AREA TABLE

LOT #	AREA (SQ. FT.)	AREA (AC)
1	51,016.45	1.17
2	48,581.49	1.12
3	42,072.97	0.97
4	46,524.89	1.07
5	31,831.00	0.73
6	48,937.03	1.12
7	56,611.10	1.30
8	65,718.08	1.51
9	108,321.48	2.49
OUTLOT A	37,091.73	0.85
OUTLOT B	19,654.26	0.45
OUTLOT C	18,786.67	0.43
OUTLOT D	291,757.81	6.70
OUTLOT E	407,025.02	9.34

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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 SITE-OVERALL
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

SITE PLAN - OVERALL EXHIBIT F

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION



PARKING SETBACK (TYP)
BUILDING SETBACK (TYP)

GROCCER
29,960 SF
FFE = 1002.00

9

MULTI-TENANT
5,870 SF
FFE = 1004.50

2

QSR
3,000 SF
FFE = 1001.50

3

4

QSR
2,430 SF
FFE = 1001.00

28

OIL
1,870 SF
FFE = 1000.00

5

6

MEDICAL/
OFFICE/RETAIL
7,280 SF
FFE = 997.00

47

BASIN 2
TOP = 990.00
HWL = 989.18
BOT = 986.00

OUTLOT B

GLANSHAW AVE

OUTLOT A

BASIN 1
TOP = 994.00
HWL = 993.47
BOT = 990.00

8

CHILD CARE
11,700 SF
FFE = 998.50

GLANSHAW AVE

OUTLOT E

BASIN 4
100 YR HWL = 977.13
NWL = 973.25
BOT = 966.25

BASIN 3
100 YR HWL = 976.74
NWL = 974.50
BOT = 965.00

OUTLOT C

OUTLOT D

METROPOLITAN COUNCIL

THE EDISON AT AVONLEA (APARTMENTS)

1601 AVONLEA BLVD

PLOT DATE: 1/28/2025 10:31 AM

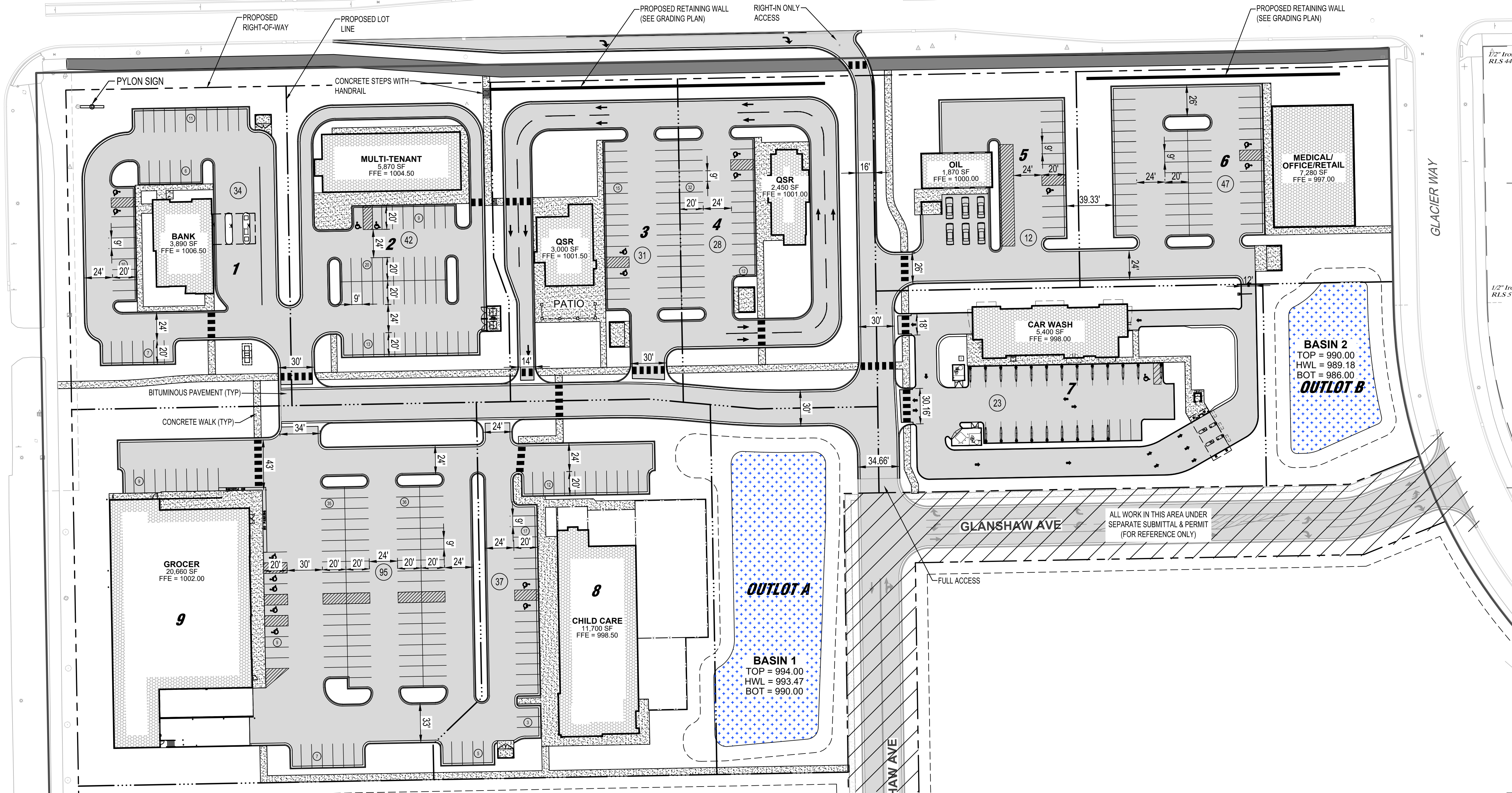
CEDAR AVE

179th STREET W.

GLACIER WAY

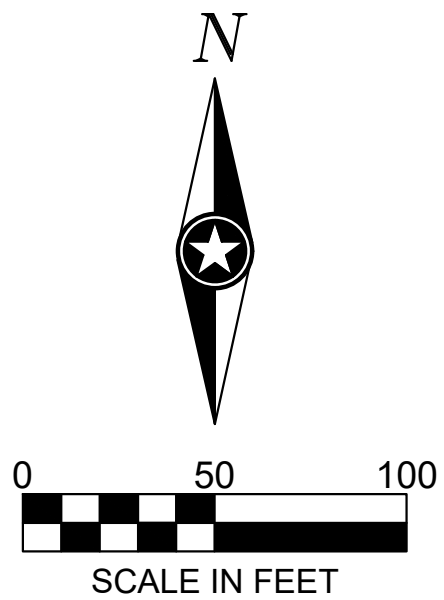
GLANSHAW AVE

14th AVE



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS TRAIL
	BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT

PARKING SUMMARY					
LOT #	USE	BUILDING (SF)	REQUIREMENT	REQUIRED STALLS	PROVIDED STALLS
1	BANK	3,980 SF	1 / 200 SF	20	34
2	COFFEE / DENTAL	5,870 SF	1 / 200 SF	30	42
3	QSR	3,000 SF	1 / 75 SF	40	31
4	QSR	2,450 SF	1 / 75 SF	33	28
5	OIL CHANGE	1,870 SF	1 / 200 SF	9	12
6	MEDICAL / OFFICE/RETAIL	7,280 SF	1 / 200 SF	37	47
7	CAR WASH	5,400 SF	10 STALLS	10	23
8	CHILD CARE	11,700 SF	1 / 4 OCCUPANCY	TBD	37
9	GROCER	20,660 SF	1 / 200 SF	103	95



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PROJECT

MARKETPLACE
AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

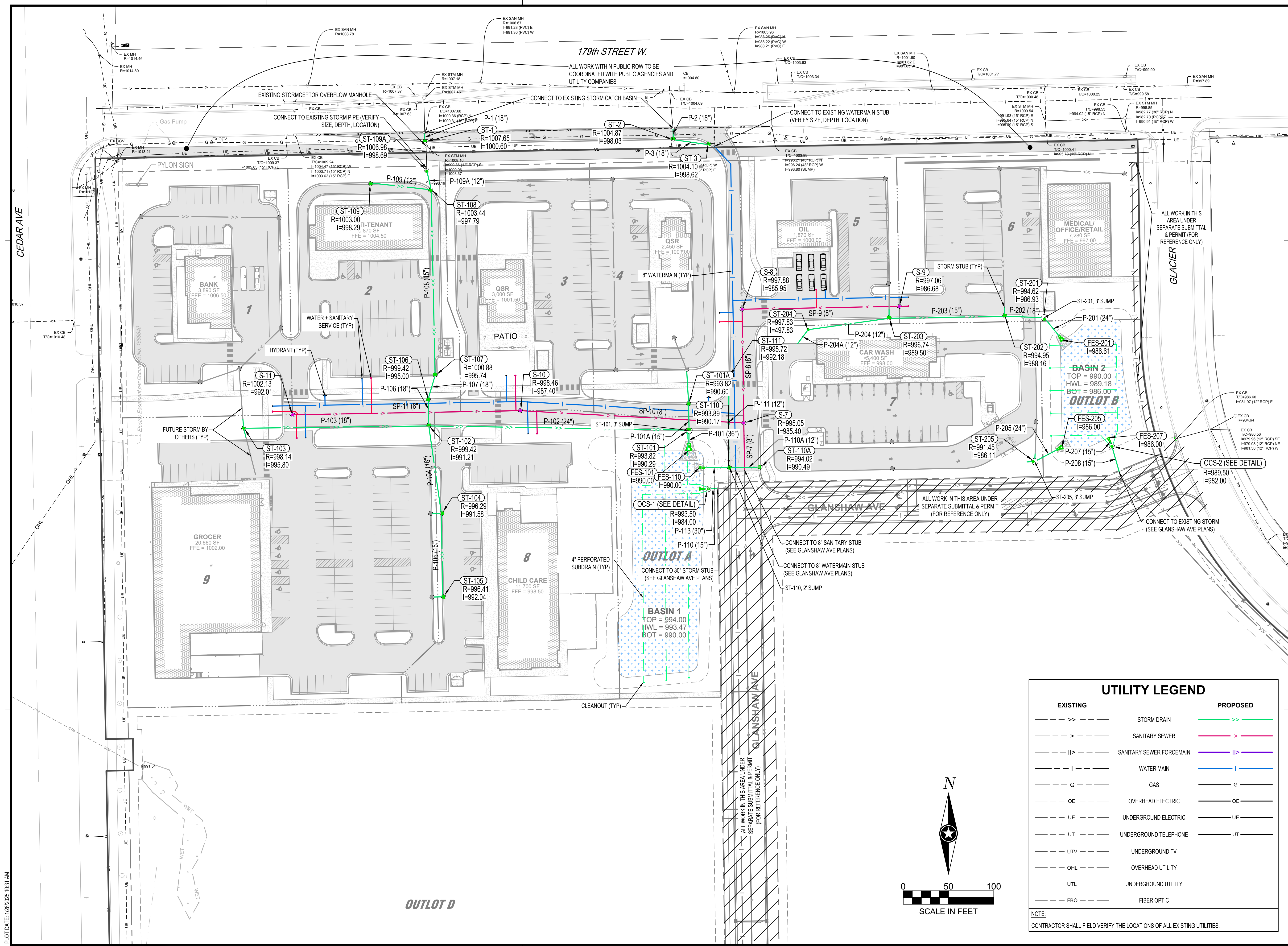
PROJECT NO.	23-29676
FILE NAME	29676 SITE
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

SITE PLAN -
MARKETPLACE

SHEET

C3-11

PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 UTILITY
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

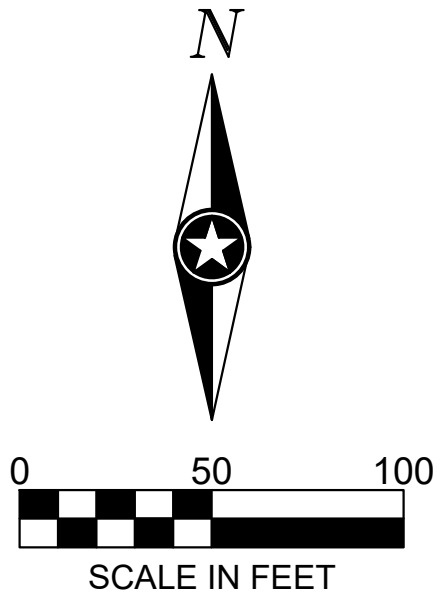
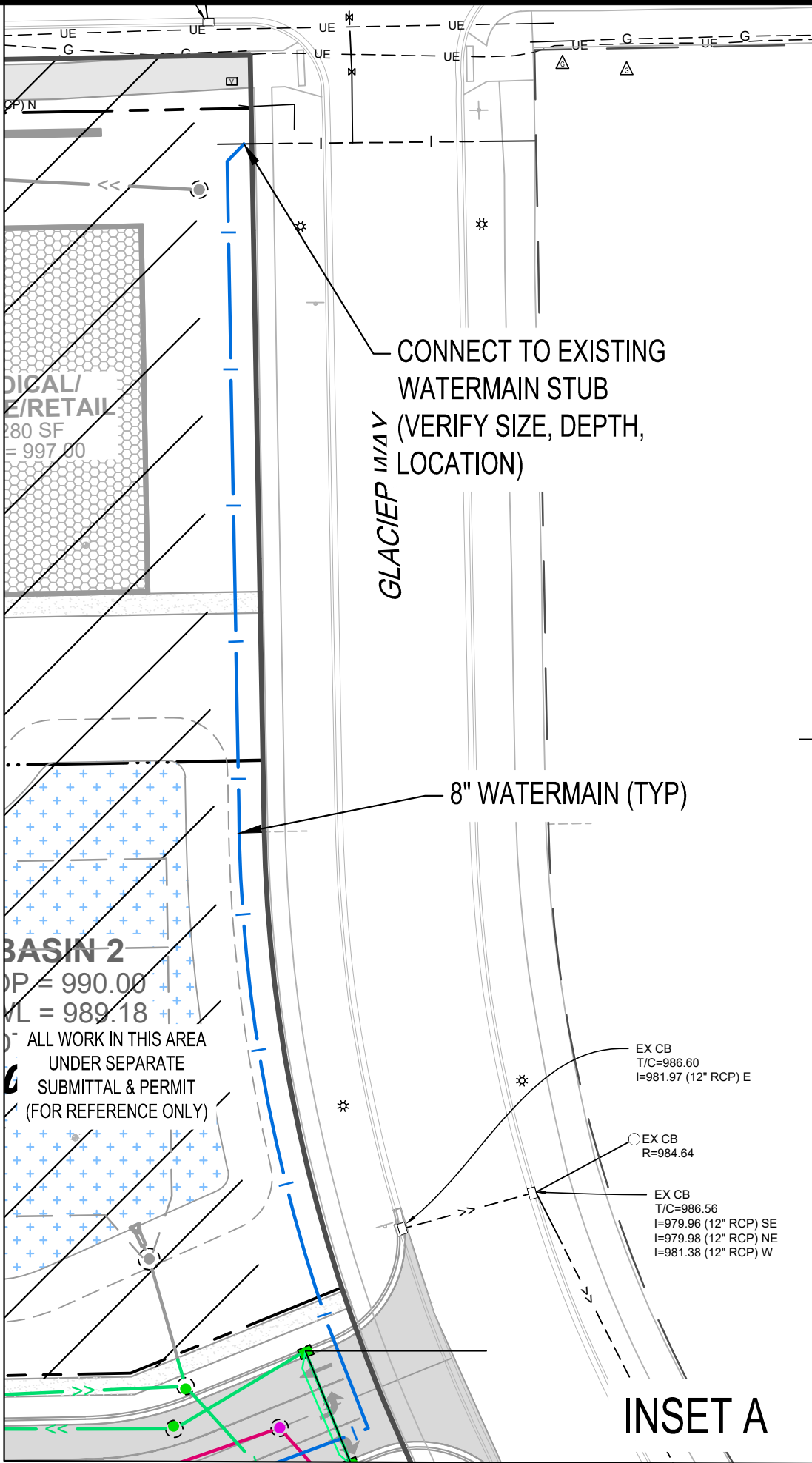
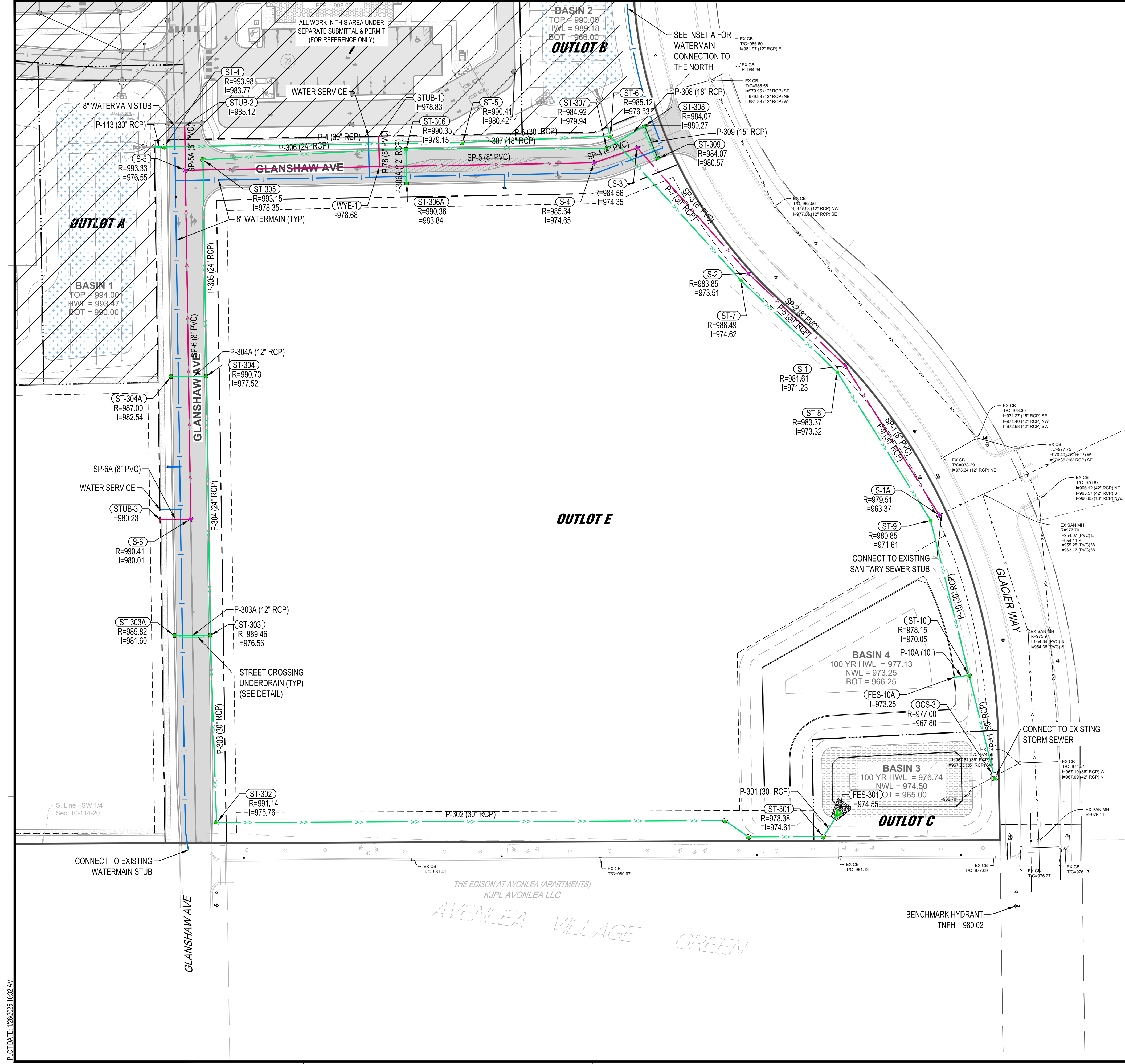
UTILITY PLAN - MARKETPLACE EXHIBIT G

SHEET

C3-20

UTILITY LEGEND	
EXISTING	PROPOSED
--- >> ---	STORM DRAIN >> >>
--- > ---	SANITARY SEWER > >
--- > ---	SANITARY SEWER FORCEMAIN > >>
--- I ---	WATER MAIN I I
--- G ---	GAS G G
--- OE ---	OVERHEAD ELECTRIC OE OE
--- UE ---	UNDERGROUND ELECTRIC UE UE
--- UT ---	UNDERGROUND TELEPHONE UT UT
--- UTV ---	UNDERGROUND TV UTV UTV
--- OHL ---	OVERHEAD UTILITY OHL OHL
--- UTL ---	UNDERGROUND UTILITY UTL UTL
--- FBO ---	FIBER OPTIC FBO FBO

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.



UTILITY LEGEND		
EXISTING		PROPOSED
---	STORM DRAIN	---
---	SANITARY SEWER	---
---	SANITARY SEWER FORCEMAIN	---
---	WATER MAIN	---
---	GAS	---
---	OVERHEAD ELECTRIC	---
---	UNDERGROUND ELECTRIC	---
---	UNDERGROUND TELEPHONE	---
---	UNDERGROUND TV	---
---	OVERHEAD UTILITY	---
---	UNDERGROUND UTILITY	---
---	FIBER OPTIC	---

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29676

FILE NAME 29676 UTILITY - GLANSHAW

DRAWN BY BDT/DWG/LMM

DESIGNED BY BDT/DWG/LMM/MC

REVIEWED BY MC, JF

ORIGINAL ISSUE DATE 01/28/25

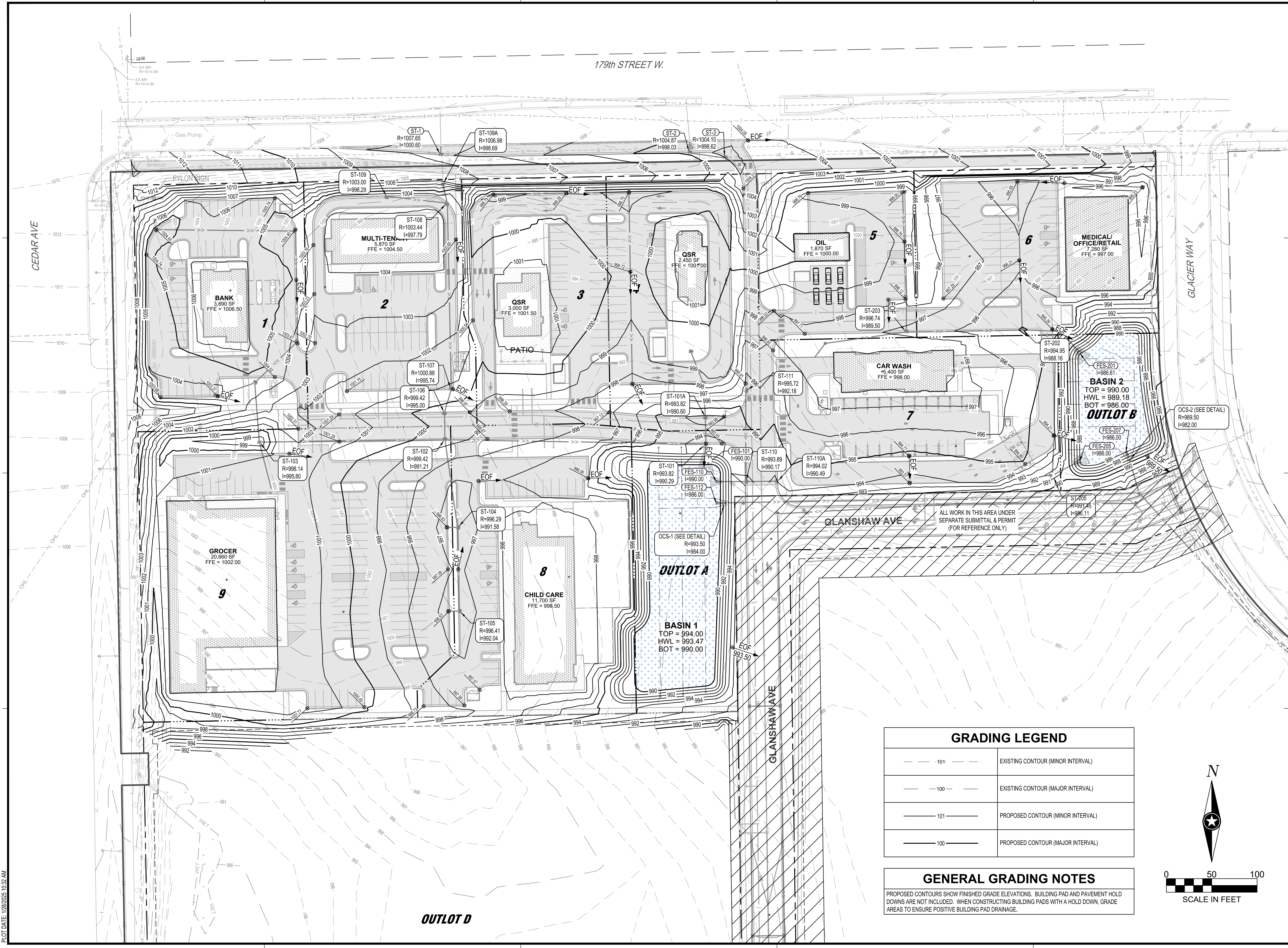
CLIENT PROJECT NO. -

TITLE

UTILITY PLAN - GLANSHAW

SHEET

C3-21



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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 GRADING
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

GRADING PLAN - MARKETPLACE

EXHIBIT H

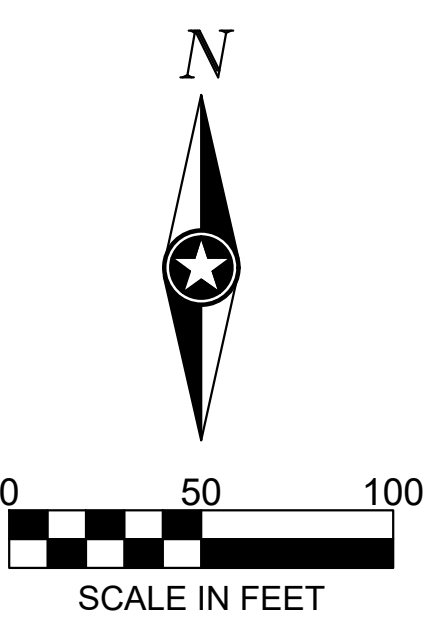
SHEET

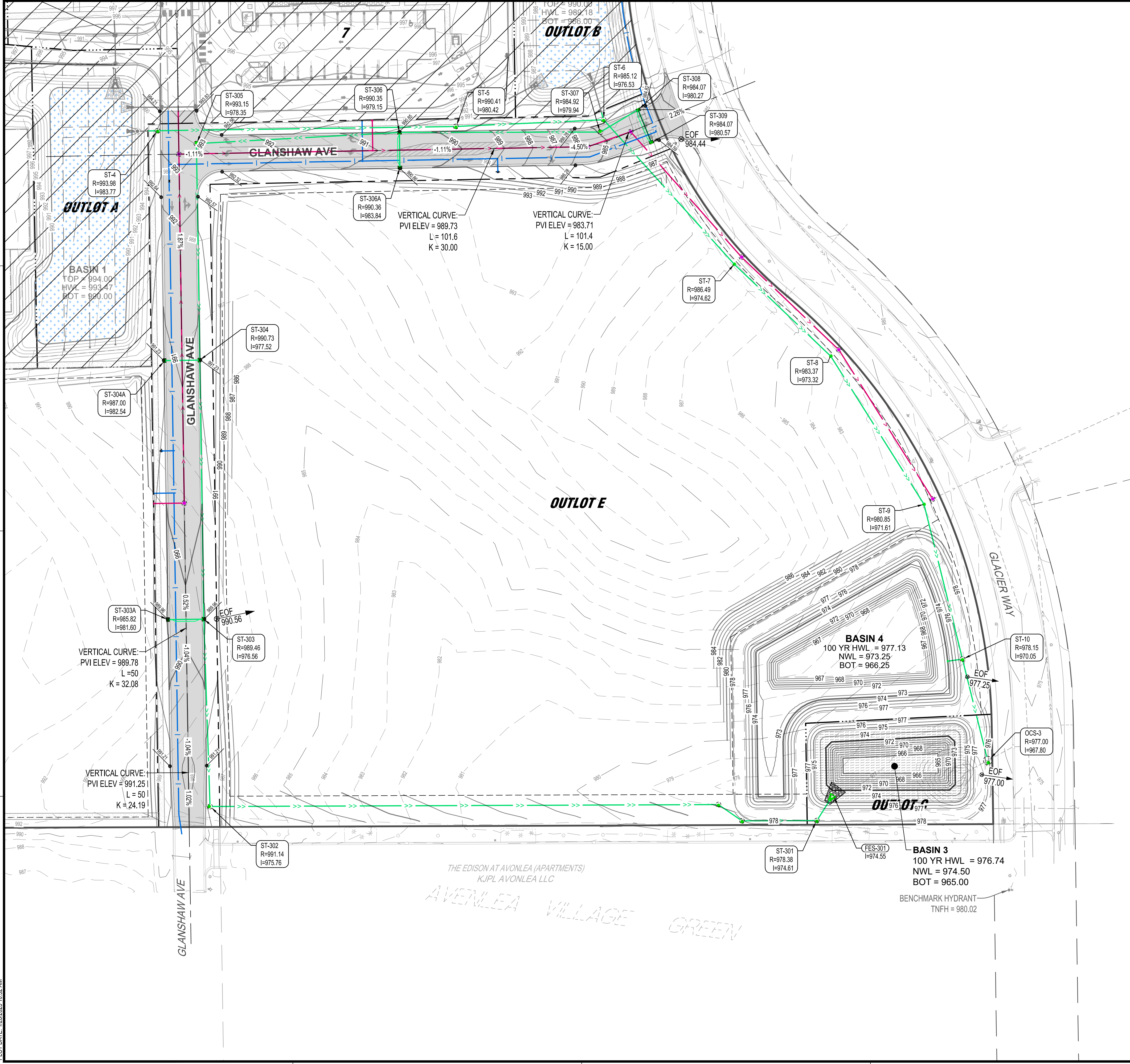
C4-10

GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.





Grading Legend	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.



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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

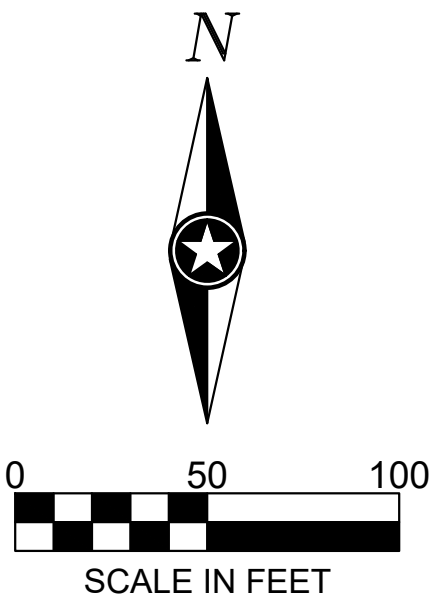
PROJECT NO.	23-29676
FILE NAME	29676 GRADING - GLANSHAW
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

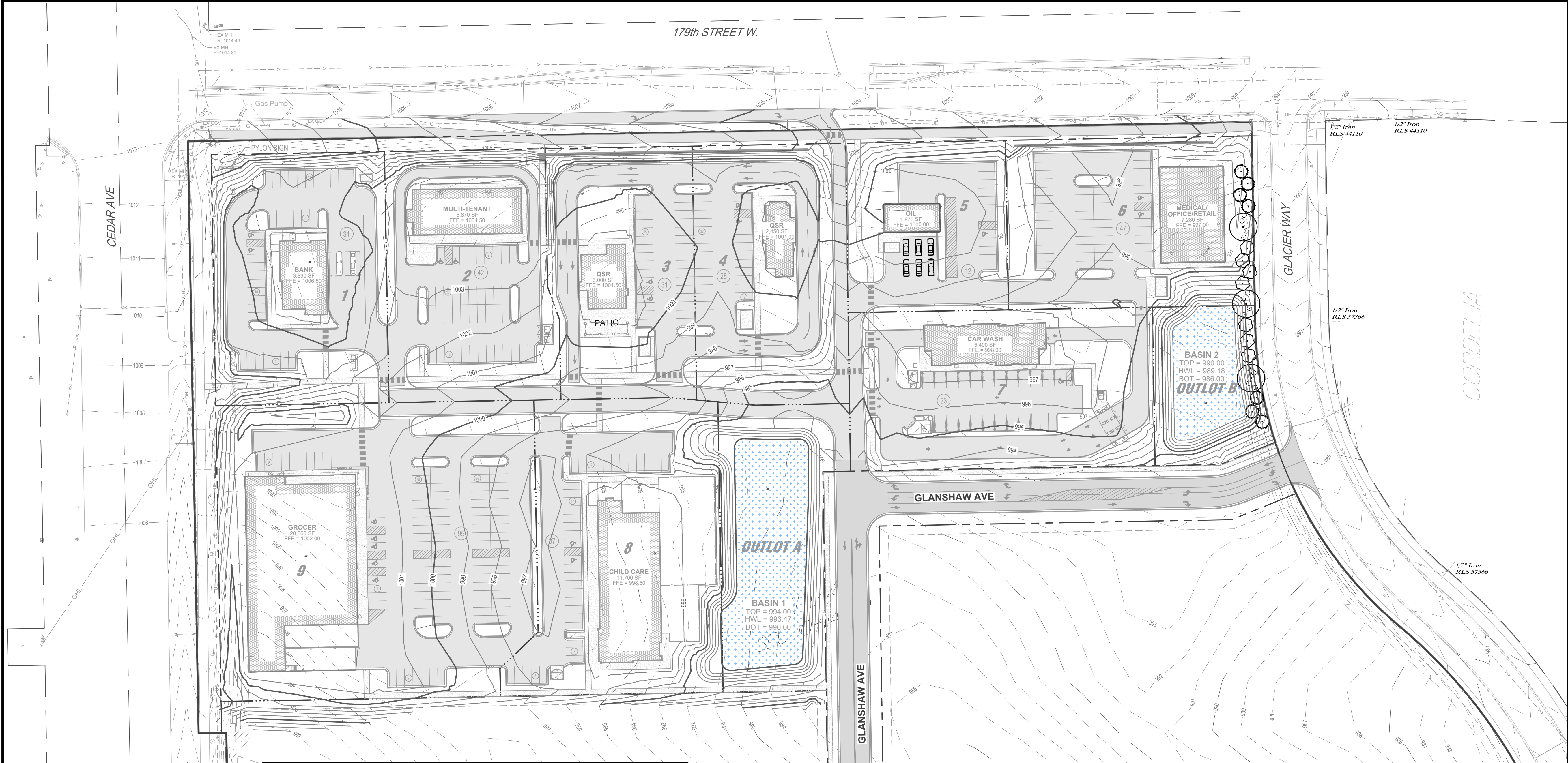
GRADING PLAN - GLANSHAW

SHEET

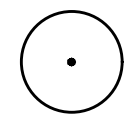
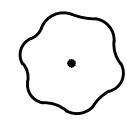
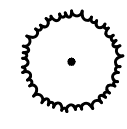
C4-11



PLOT DATE: 1/28/2025 10:33 AM



CONCEPT PLANT SCHEDULE

-  **DECIDUOUS TREE** 3
-  **ORNAMENTAL TREE** 7
-  **EVERGREEN TREE** 7
-  **DECIDUOUS SHRUB** 12

ZONING LANDSCAPE REQUIREMENTS

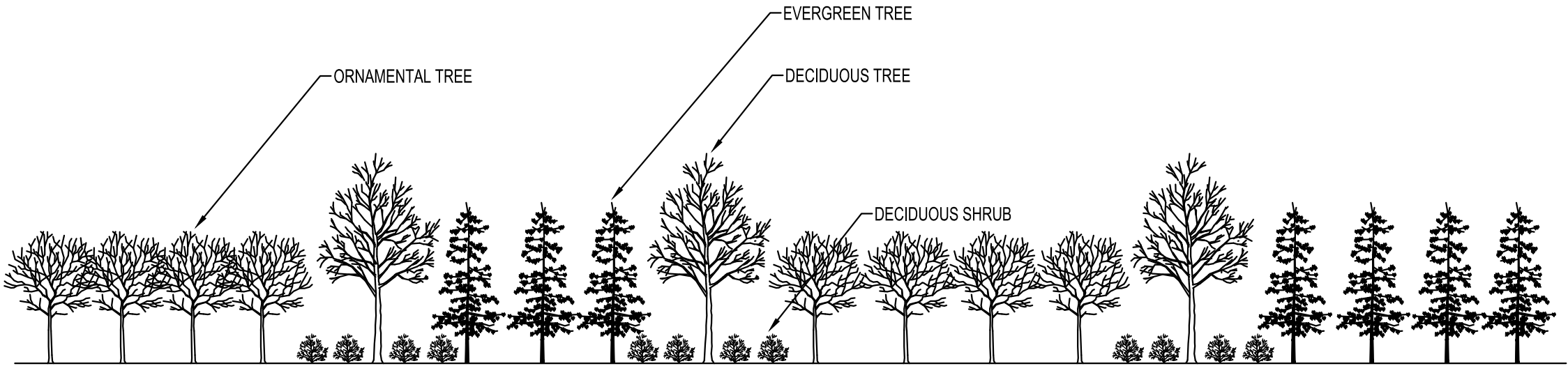
11-21-9: REQUIRED SCREENING AND LANDSCAPING:

ZONING: M-2

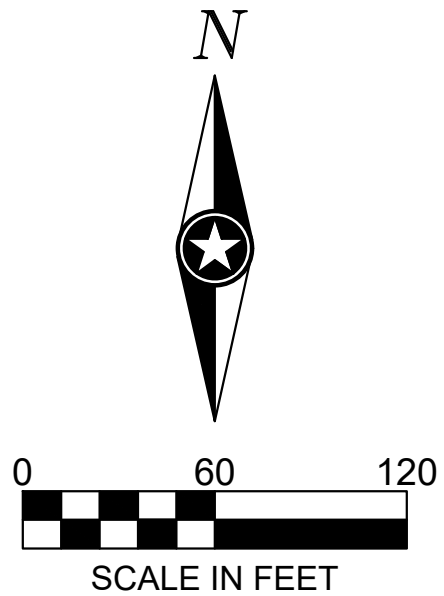
SCREENING:

WHERE ANY COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL USE, EXCEPT THOSE WITHIN THE C-CBD OR I-CBD DISTRICTS, ABUTS A RESIDENTIAL DISTRICT, THAT USE SHALL PROVIDE SCREENING ALONG THE PROPERTY LINE ABUTTING ANY PROPERTY IN THE RESIDENTIAL DISTRICT. SCREENING SHALL ALSO BE PROVIDED ON THE SIDE OF A COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL USE ACROSS THE STREET FROM A RESIDENTIAL DISTRICT. ALL THE SCREENING SPECIFICALLY REQUIRED BY THIS TITLE SHALL BE SUBJECT TO SECTION 11-16-15 OF THIS TITLE RELATED TO TRAFFIC VISIBILITY AND SHALL CONSIST OF A GREENBELT STRIP AS PROVIDED FOR BELOW.

A GREENBELT PLANTING STRIP SHALL CONSIST OF EVERGREEN TREES AND/OR DECIDUOUS TREES AND SHRUBS AND SHALL BE A MINIMUM OF TWENTY FEET (20') IN WIDTH AND OF A SUFFICIENT DENSITY TO PROVIDE A SUBSTANTIALLY CONTINUOUS VISUAL SCREEN AT MATURITY OF THE INSTALLED PLANTINGS. THIS PLANTING STRIP SHALL BE DESIGNED TO PROVIDE CONTINUOUS VISUAL SCREENING TO A MINIMUM HEIGHT OF EIGHT FEET (8'). THE GRADE FOR DETERMINING HEIGHT SHALL BE THE GRADE ELEVATION OF THE BUILDING, PARKING LOT OR USE FOR WHICH THE SCREENING IS PROVIDING PROTECTION, UNLESS OTHERWISE ESTABLISHED BY THE ZONING ADMINISTRATOR. THE PLANTING PLAN AND TYPE OF PLANTINGS SHALL REQUIRE THE APPROVAL OF THE ZONING ADMINISTRATOR.



ELEVATION ALONG GLACIER WAY VIEWING WEST
NTS



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PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 LAND
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

PLANTING PLAN EXHIBIT I

SHEET

C5-10

PRELIMINARY NOT FOR CONSTRUCTION



Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

November 7, 2024

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **MARKETPLACE AT CEDAR**

The Dakota County Plat Commission met on November 6, 2024, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 23 (Cedar Ave.) / CSAH 9 (179th St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed plat includes retail development on the north portion of the Devney property with two future outlots on the south portion of the property. The future outlots are planned for potential apartments on the remaining Devney property. The right-of-way needs along CSAH 23 are 100 feet of half right of way, which is shown on the plat. The right-of-way needs along CSAH 9 (179th Street) are 75 feet of half right of way, which is shown on the plat. There is one access shown on CSAH 9 (179th Street) between Glacier Way and CSAH 23 as a right-in only access. The location of the access opening will be determined after review of a traffic study. A right turn lane will be required through the permitting process for the right-turn only access. As noted, the Plat Commission is requiring a traffic study of the site area for review by the Transportation Department to understand impacts to the 179th Street/Glacier Way intersection, proper location of the right turn only access, and turn lane queuing.

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

Traffic volumes on CSAH 23 are 21,800 ADT and are anticipated to be 39,00 ADT by the year 2040. Traffic volumes on CSAH 9 are yet to be determined.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson".

Todd B. Tollefson
Secretary, Plat Commission

EXHIBIT J

c: Jay Moore, Oppidan Investment and Mitchell Cookas , ISG Inc.



Date: 3/17/2025

Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$22,250,000 General Obligation Bonds, Series 2025A

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$22,250,000 General Obligation Bonds, Series 2025A.

Overview

Passage of this motion will result in the financing of the following projects:

- #25-02 – 2025 Street Reconstruction Project
- #25-03 – Collector Rehabilitation
- #25-12 - CIP Bonds – Public Safety training facility (FiRST Center)

The debt will be repaid with property taxes, special assessments, and franchise fees.

The bid opening for the bonds will be held on Monday morning, March 17, 2025. The results of the bid opening will be presented to the City Council during its regular meeting on March 17th by Northland Securities Inc. A final resolution with the updated results from the bond sale will be provided to the City Council prior to the meeting.

Moody's Investors Service affirmed the City's Aaa bond rating. The press release is attached to this report.

Supporting Information

1. Resolution Lakeville Award Sale 2025A
2. Moody's Ratings Press Release

Financial Impact: \$22,250,000 **Budgeted:** Yes **Source:** Taxes, Assessments, Franchise fees

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION

Date: March 17, 2025

Resolution No. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL OBLIGATION BONDS, SERIES 2025A

BE IT RESOLVED by the City Council (the “Council”) of the City of Lakeville, Minnesota (the “City”), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This Council, by resolution duly adopted on February 18, 2025, authorized the issuance and sale of its General Obligation Bonds, Series 2025A (the “Bonds”) for the purpose of financing (a) pursuant to Minnesota Statutes, Section 475.58, Subdivision 3(b) and Chapter 475, the City’s 2025 street reconstruction projects (the “Street Projects”); (b) pursuant to Minnesota Statutes, Section 475.521 and Chapter 475, various capital improvements as described in the City’s five-year capital improvement plan (the “CIP Projects,” and together with the Street Projects, the “Project”); and (c) costs associated with the issuance of the Bonds.

The principal amount of the Bonds (\$[____]) attributable to the Street Projects shall be designated as the “Street Reconstruction Bonds.”

Following a public hearing, this Council by a resolution adopted with a 5-0 vote on October 7th, 2024, approved the City’s 2025-2029 Street Reconstruction Plan (the “Street Reconstruction Plan”) and gave preliminary approval for the issuance of the Street Reconstruction Bonds in the approximate amount of \$28,350,000 to finance costs of various street reconstruction projects, including the Street Projects, in the City. A petition requesting a vote on the question of issuing the Street Reconstruction Bonds, signed by voters equal to five percent of the votes cast in the previous municipal general election, was not filed with the City within 30 days of the public hearing. Accordingly, the issuance of the Street Reconstruction Bonds is authorized without an election.

The principal amount of the Bonds (\$[____]) attributable to the CIP Projects shall be designated as the “CIP Bonds.” The maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under Minnesota Statutes, Section 475.521, including the CIP Bonds ([____]), does not equal or exceed 0.16 percent (\$21,168,470) of the estimated market value of property in the City (\$13,230,293,700).

Following a public hearing, this Council by a resolution adopted with a 5-0 vote on October 7th, 2024, approved the City’s 2025-2029 Capital Improvement Plan (the “Capital Improvement Plan”) and gave preliminary approval for the issuance of the CIP Bonds in the approximate principal amount of \$112,500,000 to finance costs of various capital improvements projects, including the CIP Projects, in the City. A petition requesting a vote on the question of issuing the

CIP Bonds, signed by voters equal to five percent of the votes cast in the previous municipal general election, was not filed with the City within 30 days of the public hearing. Accordingly, the issuance of the CIP Bonds is authorized without an election.

Maturity schedules for the Street Reconstruction Bonds and the CIP Bonds are attached hereto as EXHIBIT A.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the City by Northland Securities, Inc. (“Northland”), municipal advisor to the City, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [____], in [____, ____] (the “Purchaser”), to purchase the Bonds in the principal amount of \$[PAR], at a price of \$[____] plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Clerk are hereby authorized and directed on behalf of the City to execute a contract for the sale of the Bonds with the Purchaser in accordance with the Preliminary Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of April 16, 2025, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows [to come]:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		2044	
2031		2038		2045	
2032		2039		2046	
2033		2040			

[TO BE ADJUSTED IF ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2026, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month preceding that in which such Interest Payment Date occurs, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing on or after February 1, 2034, shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on February 1, 2033, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Clerk shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[INCLUDE THE BELOW IF ANY TERM BONDS]

Bonds maturing on February 1, [_____] (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Term Bonds Maturing in 20[]</u>		<u>Term Bonds Maturing in 20[]</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u> \$	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u> \$
*		*	
*final maturity		*final maturity	

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty days’ written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the “Bond Register”) in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding that in which the interest payment date occurs and until such interest payment date.

(c) Exchange of Bonds. At the option of the Holder of any Bond in a denomination greater than \$5,000, such Bond may be exchanged for other Bonds of authorized denominations, of the same maturity and a like aggregate principal amount,

upon surrender of the Bond to be exchanged at the office of the Registrar. Whenever any Bond is so surrendered for exchange the City shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to or upon the order of such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of such Bond. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond, substantially in the form provided in EXHIBIT B, has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on any Bond shall be conclusive evidence that it has been duly authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Clerk shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale theretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds

under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of physical certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Clerk is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT B attached hereto.

Section 3. USE OF PROCEEDS; PROJECT FUND.

There is hereby created a special bookkeeping fund to be designated as the “General Obligation Bonds, Series 2025A Project Fund” (the “Project Fund”), to be held and administered by the City Finance Director separate and apart from all other funds of the City. Within the Project Fund are established the following accounts:

(a) Street Projects Account. The Street Projects Account shall be credited with \$[_____] from the proceeds of the Street Reconstruction Bonds. The City Finance Director shall maintain the Street Projects Account until payment of all costs and expenses incurred in connection with the construction of the Street Projects and all costs of issuance of the Street Reconstruction Bonds have been paid.

(b) CIP Projects Account. The CIP Projects Account shall be credited with \$[_____] from the proceeds of the CIP Bonds. The City Finance Director shall maintain the CIP Projects Account until all costs and expenses incurred by the City in connection with the construction of the CIP Projects and all costs of issuance of the CIP Bonds have been paid.

The City may deposit funds from other available sources into the Project Fund. From the Project Fund there shall be paid all costs and expenses related to the construction and acquisition of the Project. In addition, costs of issuance in the amount of \$[_____] are expected to be paid from proceeds of the Bonds in the Project Fund and are included in the respective accounts above. After payment of all such costs and expenses, the Project Fund shall be terminated. All funds on hand in the Project Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes. In no event shall funds remain in the Project Fund later than April 16, 2028.

SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2025A BOND FUND. The Bonds shall be payable from a separate General Obligation Bonds, Series 2025A Bond Fund (the “Bond Fund”) of the City, which shall be created and maintained on the books of the City as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid. Within the Debt Service Account (described below) within the Bond Fund are created the following accounts:

- (a) Street Reconstruction Bonds Account. Into the Street Reconstruction Bonds Account shall be paid:
- i. the amounts specified in Section 3 above upon termination of the Street Projects Account;
 - ii. any funds received from the Purchaser with respect to the Street Reconstruction Bonds in excess of the amounts specified in Section 3 above;
 - iii. any taxes collected pursuant to Section 6 hereof; and
 - iv. any other funds appropriated by this Council for the payment of the Street Reconstruction Bonds.

- (b) CIP Bonds Account. Into the CIP Bonds Account shall be paid:
- i. the amounts specified in Section 3 above upon termination of the CIP Projects Account;
 - ii. any funds received from the Purchaser with respect to the CIP Bonds in excess of the amounts specified in Section 3 above;
 - iii. any taxes collected pursuant to Section 6 hereof; and
 - iv. any other funds appropriated by this Council for the payment of the CIP Bonds.

The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the City Clerk is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in clause (b) above. Thereafter, during each bond year (each twelve month period commencing on February 1, except the first year which commences April 16, 2025, and ending on the following January 31, a "Bond Year"), as monies are received into the Bond Fund, the City Clerk shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the City Clerk shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. RESERVED.

SECTION 6. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all

taxable property in the City, the taxes to be levied and collected in the years and amounts as shown on EXHIBIT C.

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an earlier designated redemption date. If such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the City must have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. General Tax Covenant. The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Project Fund will be expended solely for the payment of the costs of the Project. The Project is and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to

the use of the Project, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Mayor and City Clerk being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The City acknowledges that the Bonds may be subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Projects as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. NOT Qualified Tax-Exempt Obligations. The Bonds are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

8.06. Continuing Disclosure (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever

action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of the Bonds, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of the Bonds, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bonds (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bonds for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) On or before 12 months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2024, the following financial information and operating data in respect of the City (the “Disclosure Information”):
 - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “Economic and Financial Information – Valuations,” “– Tax Capacity Rates,” “– Tax Levies and Collections,” and “Summary of Debt and Debt Statistics,” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as

required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public by the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (EMMA). The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
 - (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers, or their failure to perform;
 - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (G) Modifications to rights of security holders, if material;
 - (H) Bond calls, if material, and tender offers;
 - (I) Defeasances;
 - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
 - (K) Rating changes;
 - (L) Bankruptcy, insolvency, receivership or similar event of the City;
 - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

- (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell the Bonds or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of the Bonds within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
 - (C) the termination of the obligations of the City under this section pursuant to subsection (d);

- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
- (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration of Bonds. The City Clerk is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Dakota County, together with such additional information as is required, and to obtain a certificate that the Bonds and the taxes levied pursuant hereto have been duly entered upon the County Auditor's Bond register.

9.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

9.03. Official Statement. The Preliminary Official Statement relating to the Bonds prepared and distributed by Northland is hereby approved. Northland is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

APPROVED AND ADOPTED this ____ day of March, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

VOTE	Hellier	Bermel	Lee	Volk	Wolter
Aye	☐	☐	☐	☐	☐
Nay	☐	☐	☐	☐	☐
Abstain	☐	☐	☐	☐	☐
Absent	☐	☐	☐	☐	☐

EXHIBIT A

[To Come]

Maturity	Street Reconstruction Bonds	CIP Bonds	Total

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA

CITY OF LAKEVILLE

GENERAL OBLIGATION BONDS,
SERIES 2025A

R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	February 1, 20__	April 16, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

CITY OF LAKEVILLE, State of Minnesota (the “City”) acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2026 (each such date, an “Interest Payment Date”), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding that in which such Interest Payment Date occurs. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”) or other agreed-upon means of payment by the Registrar or its designated successor. For the prompt and full payment of such principal and interest as the same respectively come due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue (the “Bonds”) in the aggregate principal amount of \$[_____] issued pursuant to a resolution adopted by the City Council on March 17, 2025 (the “Resolution”), to finance various street reconstruction and capital improvement projects in the City. This Bond issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the

City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing on February 1, 2034 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2033 and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing in the years [] shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20[]</u>		<u>Term Bonds Maturing in 20[]</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>	<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
	\$		\$
*		*	
*final maturity		*final maturity	

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment as herein provided and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to collect and apply to payment of the bonds certain ad valorem taxes, which taxes are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated such taxes to its General Obligation Bonds, Series 2025A Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and City Clerk and has caused this Bond to be dated as of the date set forth below.

CITY OF LAKEVILLE, MINNESOTA

(facsimile signature – City Clerk)

(facsimile signature – Mayor)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION
as Registrar

By _____
Authorized Representative

[illegible]

ASSIGNMENT

Dated:

Signature Guaranteed:

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE:

EXHIBIT C

TAX LEVIES

[to come]

DAKOTA COUNTY AUDITOR'S
CERTIFICATE AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Dakota County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on March 17, 2025, by the City Council of Lakeville, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Bonds, Series 2025A dated the date of issuance thereof.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand and official seal on the _____ day of April, 2025.

Dakota County Auditor

(SEAL)

MOODY'S

RATINGS

Rating Action: Moody's Ratings assigns Aaa to Lakeville, MN's GO Bonds

24 Feb 2025

New York, February 24, 2025 -- Moody's Ratings (Moody's) has assigned a Aaa rating to the City of Lakeville, MN's General Obligation Bonds, Series 2025A with an expected par amount of \$23 million. We maintain the city's issuer and outstanding general obligation unlimited tax (GOULT) ratings at Aaa and the city's lease revenue bonds at Aa2. Post issuance, the city will have approximately \$164 million of debt outstanding.

RATINGS RATIONALE

The Aaa issuer rating reflects the city's growing economy in the Twin Cities metro with very strong resident incomes over 165% of the US and a high full value per capita approaching \$190,000. The available fund balance ratio at the close of fiscal 2023 was about 78% of revenue. The city will likely continue adding to reserves through fiscal 2027, after which it will begin using a portion of its reserves committed for capital projects to address ongoing capital improvements across the city. Despite the planned use of reserves, the available fund balance ratio will likely continue exceeding 50%, which is strong. Leverage, inclusive of the upcoming issuance, is modest at just over 200% of revenue however leverage will continue to increase as the city issues additional debt for remaining capital improvements.

The Aaa rating on the GOULT bonds is at the same level as the city's issuer rating because the city has pledged its full faith, credit and taxing power for repayment of the bonds.

The Aa2 on outstanding lease revenue bonds is notched twice from the GOULT rating to incorporate the risk of annual non-appropriation and the less essential nature of the leased assets (liquor store and ice arena).

RATING OUTLOOK

We do not assign outlooks to local governments with this amount of debt outstanding.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- N/A

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- An available fund balance ratio consistently below 50%
- Significant increase in leverage in excess of 300% of revenue

LEGAL SECURITY

The city's GOULT bonds are supported by the city's full faith and credit pledge and the authority to levy a dedicated property tax unlimited as to rate and amount. The bonds are also backed by state statute.

The city's outstanding lease revenue debt is supported by its pledge to make annual lease payments, which are subject to annual appropriation.

USE OF PROCEEDS

Proceeds will be used to finance the city's 2025 street reconstruction and capital improvement projects, including a new first responders skills training center.

PROFILE

The City of Lakeville is located about 20 miles south of downtown Minneapolis (Aaa stable) and encompasses nearly 40 square miles in Dakota County (Aaa). The city serves a rapidly growing population with over 70,000 residents. The city's primary functions include general government administration, police and fire protection, street maintenance, engineering, planning and zoning, parks and recreation, and community and economic development services. The city also operates two enterprise funds for four off-sale liquor stores and a water, sanitary sewer, streetlight and environmental resources utility.

METHODOLOGY

The principal methodology used in this rating was US Cities and Counties published in July 2024 and available at <https://ratings.moodys.com/rmc-documents/425429>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on

<https://ratings.moodys.com/rating-definitions>.

For any affected securities or rated entities receiving direct credit support/credit substitution from another entity or entities subject to a credit rating action (the supporting entity), and whose ratings may change as a result of a credit rating action as to the supporting entity, the associated regulatory disclosures will relate to the supporting entity. Exceptions to this approach may be applicable in certain jurisdictions.

For ratings issued on a program, series, category/class of debt or security, certain regulatory disclosures applicable to each rating of a subsequently issued bond or note of the same series, category/class of debt, or security, or pursuant to a program for which the ratings are derived exclusively from existing ratings, in accordance with Moody's rating practices, can be found in the most recent Credit Rating Announcement related to the same class of Credit Rating.

For provisional ratings, the Credit Rating Announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating.

Moody's does not always publish a separate Credit Rating Announcement for each Credit Rating assigned in the Anticipated Ratings Process or Subsequent Ratings Process.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see <https://ratings.moodys.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the issuer/deal page on <https://ratings.moodys.com> for additional regulatory disclosures for each credit rating.

Cameron Hoyh
Lead Analyst

Gera McGuire
Additional Contact

Releasing Office:
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JOURNALISTS: 1 212 553 0376

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Date: 3/17/2025

Next Work Session March, 24, 2025

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

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