



AGENDA CITY COUNCIL MEETING

April 21, 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. National Day of Prayer Proclamation
 - b. Fire Department Badging Recognition
 - c. Fire Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 04/07/2025 City Council Meeting
 - c. Agreement with Irrigation by Design for Professional Services for Irrigation Management and Maintenance Services
 - d. Resolution Accepting Donations from Customers of Lakeville Liquors
 - e. Resolution Appointing a Deputy Clerk
 - f. Proposal from Webber Recreational Design, Inc. for Kensington Park Playground Equipment and Installation
 - g. Resolution Authorizing Temporary Closing of City Streets for Pan-O-Prog Events
 - h. Agreement with Metropolitan Council for Volunteer Lake Monitoring Program
 - i. Proposal from St. Croix Recreation, Inc. for Marion Fields Park Playground Equipment
 - j. Resolution Postponing the Start Time of the Monday, April 28, 2025, City Council

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April 21, 2025

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Work Session

- k. Resolution Amending the 2025 Fee Schedule to Include Cannabis Retail Business Registration Fees
 - l. An Ordinance Amending Title 8, Chapters 1 and 2 of the Lakeville City Code Concerning the Fire Department and Explosives
 - m. Proposal from Farmers Mill and Elevator, Inc. for Grand Prairie Park Fertilizer
 - n. Agreement with Twin Cities Recreation, Inc. for Marion Fields Park Playground Equipment Installation
 - o. Agreement with Xcel Energy for Streetlight Replacement
 - p. Airlake DEA 2nd Addition Final Plat
 - q. Joint Powers Agreement with Dakota County for CSAH 70 Intersection Improvements with Lakeville 35 Logistics Center North Addition
 - r. Joint Powers Agreement with Dakota County for Pilot Knob Road and 170th Street Traffic Signal System Improvements
 - s. Resolution Adopting Assessments for City Improvement Project 25-02 and Repealing Resolution No. 25-053
 - t. Contract Amendment for Ipava Avenue Tree Watering and Maintenance Services
- 7. Action Items
 - a. Pumpkin Creek Preliminary Plat and Rezoning
 - 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next Work Session Meeting April 28, 2025
 - b. Next City Council Meeting May 5, 2025
 - 11. Adjourn to a closed session
 - a. Adjourn to a closed session to discuss the land acquisition of PID No. 22-73370-00-070 and 22-00900-79-011, pursuant to Minn. Stat. 13D.05 Subd. 3(c)(3).



Date: 4/21/2025

Fire Department Badging Recognition

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 4/21/2025

Fire Department Quarterly Report

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 4/21/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325685- 325809	\$917,208.50
ACH/EFT	20331- 20495	\$2,904,001.94
Total		\$3,821,210.44

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. 04.08.25CKSUM-Checks
2. 04.08.25CKSUM-ACH-EFT
3. Check Register 04.08.25 for Apr 21, 2025 Council Mtg - Checks
4. Check Register 04.08.25 for Apr 21, 2025 Council Mtg - ACH-EFT

Financial Impact: \$3,821,210.44 **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	185,604.49
2000 COMMUNICATIONS FUND	2,765.74
3120 2022A REFUNDING BONDS	325.00
4000 BUILDING FUND	39,868.00
4100 EQUIPMENT FUND	68,859.65
4125 TECHNOLOGY FUND	73,475.00
4500 PARK IMPROVEMENT FUND	20,619.39
4720 2024A PARK BONDS	175,750.00
5300 PAVEMENT MANAGEMENT FUND	133.19
7450 ENVIRONMENTAL RESOURCES FUND	1,001.92
7575 STREET LIGHTING FUND	22,754.19
7600 WATER FUND	21,441.98
7700 SEWER FUND	888.33
7800 LIQUOR FUND	302,984.72
9800 PAYROLL CLEARING FUND	736.90
Report Total:	917,208.50

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	375,041.25
2000 COMMUNICATIONS FUND	2,776.73
4000 BUILDING FUND	47,767.45
4100 EQUIPMENT FUND	208,457.15
4125 TECHNOLOGY FUND	1,158.30
4200 PARK DEDICATION FUND	17,826.75
4500 PARK IMPROVEMENT FUND	728.10
4720 2024A PARK BONDS	70,037.87
5200 STATE AID CONSTRUCTION FUND	39,681.94
5400 STORMWATER INFRASTRUCTURE FND	0.00
5500 WATER TRUNK FUND	0.00
5600 SANITARY SEWER TRUNK FUND	1,055.55
6589 22-24 AIRLAKE 70 IMPROVEMENT	350,018.84
6595 24-02 STREET RECONSTRUCTION	3,024.50
6596 24-03 COLLECTOR RD REHAB	40,639.54
6597 2025 STREET PROJECTS	17,798.35
7450 ENVIRONMENTAL RESOURCES FUND	99,355.01
7600 WATER FUND	358,762.81
7700 SEWER FUND	2,464.98
7800 LIQUOR FUND	404,834.74
8000 ESCROW FUND	7.49
8910 ESCROW - DCA/SECTION 125	5,445.75
8970 LAKEVILLE ARENAS - OPERATIONS	170.24
9800 PAYROLL CLEARING FUND	856,948.60
Report Total:	2,904,001.94



MINUTES CITY COUNCIL MEETING

**April 7, 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

John Borup, 20735 Hollins Avenue West, addressed the City Council about his concern with a level three sex offender living in the downtown neighborhood of Lakeville.

4. Additional agenda information

City Administrator Miller noted that there was a revised contract for item 6N on the consent agenda. The location of the project was updated in the contract.

5. Presentations/Introductions

a. CricHub Sports Academy Scholarship Fund Donation

Park and Recreation Director Joe Masiarchin received a check from CricHub Sports Academy Scholarship Fund Donation. Funds will benefit the youth cricket program in Lakeville.

b. 2025 Arbor Day Proclamation

Mayor Hellier proclaimed April 26, 2025, as Arbor Day.

c. Public Works Quarterly Report

Public Works Director Paul Oehme presented the quarterly report.

6. Consent Agenda

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

a. Check Register Summary

- b. Minutes of the 03/17/2025 City Council Meeting**
- c. Minutes of the 03/24/2025 Work Session Meeting**
- d. Amendment Number One to Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway, CIP 26-15**
- e. Vonage Phone System Renewal**
- f. Resolution Approving Municipal State-Aid Street System Revisions**
- g. Supplemental Agreement with SEH for Professional Services for Citywide Trail Gaps Improvements (Phase II)**
- h. Contract for Roof Replacement at the Heritage Center**
- i. Proposal for Professional Planning and Design Services with ISG, Inc. for East Community Park Phase II**
- j. Agreement with Blue Water Science for Professional Services for Lake Management**
- k. Supplemental Agreement with WSB for Professional Services for Rough Fish Assessment and Management on East Lake**
- l. Contract for Stump Removal Services**
- m. Purchase of Water Meters**
- n. Professional Services Agreement with CNH Architects**
- o. Contract for Street Surface Sealing**
- p. Agreement with Davey Resource Group for Professional Services for Vegetation Management**
- q. Resolution Approving Charitable Gambling for Lakeville Soccer Club**
- r. Temporary on-sale liquor license to Dakota Curling Club**
- s. Agreement with JustFoia for Public Records Request Management**
- t. Resolution Appointing Kristy Harms to the Lakeville Area Arts Center Advisory Board**
- u. Brookshire 2nd Addition Encroachment Agreement**
- v. WaterSmart Customer Portal Annual Renewal**
- w. Park Restroom Cleaning Services Agreement with Vanguard Cleaning Systems of MN.**

7. Action Items

- a. Public Hearing and Award of Contract for the 2025 Street Reconstruction/Rehabilitation Improvement Project 25-02**
Public Works Director Paul Oehme kicked off the presentation for the 2025 Street Reconstruction/Rehabilitation Improvement Project 25-02. This project was initiated by the City's Pavement Management Program and consists of two components. The Reconstruction Project mainly includes reclaiming and paving, as well as rehabilitation, lining, or replacement of the water main. The Street Rehabilitation improvements involve milling and overlaying, along with spot curb and gutter replacement.

Rachael Shy, WSB presented the project costs. She explained that on Tuesday, March 4, 2025, the City received five bids for the construction of City Project 25-02, and the results ranged from a low bid of \$4,918,381.47 submitted by McNamara Contracting to a high bid of \$6,645,739.95. The Engineer's construction estimate was \$5,192,135. Based on the apparent low bid price for construction, the total project cost is anticipated to be \$6,076,544. The 2025 Street Reconstruction/Rehabilitation project is partially funded with property tax levies, of which a portion is financed through assessments to benefit property owners. Pursuant to the requirements of Minnesota Statutes, Chapter 429, for local improvements, two public hearings are required.

Mayor Hellier opened the public hearing at 6:38 p.m.
There were no comments from the public.

Motion was made by Bermel, seconded by Volk, to close the public hearing at 6:39 p.m.

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

Motion was made by Lee, seconded by Wolter, to approve 1) contract with McNamara Contracting, Inc for the 2025 Street Reconstruction/Rehabilitation Project, City Project 25-02; 2) resolution adopting assessments for City Improvement Project 25-02; 3) resolution authorizing funding and 2025 budget amendments and fund transfers; and 4) proposal with Braun Intertec for professional services.

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

b. Public Hearing for Vacation of Drainage and Utility Easements and Spirit of Brandtjen Farm 25th Addition Preliminary Plat and PUD Amendment

Community Development Director Tina Goodroad presented the staff report on the proposal to vacation drainage and utility easements and the Spirit of Brandtjen Farm 25th Addition Preliminary Plat and PUD Amendment.

Mayor Hellier opened the public hearing at 6:46 p.m.
There were no comments from the public.

Motion was made by Volk, seconded by Lee, to close the public hearing at 6:47 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Volk, to approve: 1) a resolution approving the Spirit of Brandtjen Farm 25th Addition preliminary plat and PUD development stage plan, 2) an amendment to the Spirit of Brandtjen Farm planned unit Development and adopt the findings of fact, and 3) a resolution vacating public drainage and utility easements.

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

c. Public Hearing and Resolution Adopting Assessment For Unpaid Special Charges

Finance Director Julie Stahl provided the background for the assessment for unpaid special charges for delinquent utility bills, nuisance abatement and unpaid false alarm charges, and tree removal charges.

Mayor Hellier opened the public hearing at 6:49 p.m.
There were no comments from the public.

Motion was made by Wolter, seconded by Bermel, to close the public hearing at 6:50 p.m.

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

Motion was made by Wolter, seconded by Volk, to approve Resolution Adopting Assessments for the Unpaid Special Charges.

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

d. Lord of Life Townhomes Preliminary Plat, Variance, and Easement Vacation

Matt Frisbee, Frisbee Properties with Lord of Life, has requested the Preliminary Plat application and plans for Lord of Life Townhomes, which consist of 24 twin home lots on 5.74 acres located south of Dodd Boulevard and east of Dodd Lane.

Community Development Director Tina Goodroad presented the staff report. The Planning Commission held a public hearing at its March 20, 2025, meeting, and no comments were received. The commission unanimously recommended approval.

Motion was made by Lee, seconded by Bermel, to approve: 1) a resolution approving the preliminary plat of Lord of Life Townhomes, 2) a variance for cul-de-sac length and adoption of the findings of fact, and 3) a resolution vacating drainage and utility easements. The preliminary plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff.

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 Regular City Council Meeting April 21, 2025

b. Next Work Session Meeting April 28, 2025

11. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn at 6:54 p.m.

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

Respectfully Submitted,

City Council Meeting Minutes
April 7, 2025

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Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 4/21/2025

**Agreement with Irrigation by Design for Professional Services
for Irrigation Management and Maintenance Services**

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Irrigation by Design for professional services for the management and maintenance of public irrigation systems.

Overview

City staff separated irrigation management and irrigation maintenance from the 2025 Standard Landscape Maintenance Contract to improve oversight and upkeep of public irrigation systems. Standard maintenance is performed at parks, well houses, lift stations, and parkway boulevards. The agreement establishes City and Irrigation by Design project responsibilities and costs. The City's estimated total cost for 2025 irrigation management and maintenance services is \$20,764 (April 1, 2025, to October 31, 2025).

Supporting Information

1. 2025.04.21 Agreement for Professional Services - IBD
2. 2025.04.15 Supplemental Agreement - IBD

Financial Impact: \$20,764.40 Budgeted: Yes Source: Water Operating Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Maria Friedges, Environmental Resource Specialist
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MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

AGREEMENT dated September 20, 2021, made between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter called the "OWNER", and **IRRIGATION BY DESIGN, INC.**, hereinafter called the "ENGINEER". OWNER intends to secure professional ENGINEERING services, according to the terms of this Agreement.

1. SUPPLEMENTAL AGREEMENT.

OWNER intends to secure professional consulting engineering, architectural, planning and/or land survey services on an ongoing basis for general City services and multiple projects, according to the terms of this Agreement. OWNER and ENGINEER shall enter into project specific supplemental agreements. This Master Agreement shall be deemed incorporated into the supplemental agreements unless a supplemental agreement specifically provides that it is not incorporated. If there is a conflict between the terms of the supplemental agreement and this Master Agreement, the terms of this Master Agreement shall control unless the supplemental agreement specifically provides that despite the conflict, the terms of the supplemental agreement apply.

2. PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER.

2.1. STUDY AND REPORT PHASE / FEASIBILITY REPORT.

2.1.1. Consult with OWNER to clarify and define OWNER'S requirements for the project, review available data and attend necessary meetings and be available for general consultation.

2.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in section 4, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.

2.1.4. Provide analyses of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.1.5. Provide a general economic analysis of OWNER'S requirements applicable to various alternatives.

2.1.6. The ENGINEER shall conduct and prepare preliminary studies, layouts, sketches, preliminary field work, preliminary cost estimates, and estimates of assessment rates, and shall assist

the OWNER in obtaining required subsurface investigations as required for the preparation of the Feasibility Reports. Feasibility Reports shall conform to the requirements of Minn. Stat. Chapter 429 if the cost of the project may be assessed in whole or part. Feasibility Reports shall contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER'S findings and recommendations. Feasibility Reports will be accompanied by ENGINEER'S opinion of probable costs for the project, including the following which will be separately itemized: construction cost and indirect cost consisting of engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER. The total of all construction and indirect costs are hereinafter called "Total Project Costs".

2.1.7. Furnish five (5) printed copies of the Feasibility Report documents and one (1) electronic file and review them in person with the OWNER.

2.1.8. The ENGINEER shall assist with presenting the Feasibility Reports to the proper reviewing agencies and to the City Council. The ENGINEER shall appear at the public hearing to present the information.

2.2. PRELIMINARY DESIGN PHASE.

2.2.1. In consultation with the OWNER and on the basis of the accepted Feasibility Report documents, determine the general scope, extent and character of the project; attend necessary meetings and be available for general consultation.

2.2.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project.

2.2.3. Advise the OWNER if additional data or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such data and services.

2.2.4. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs.

2.2.5. Furnish preliminary legal descriptions and exhibits for all permanent and temporary easements anticipated to construct the project.

2.2.6. Furnish three (3) copies of the above Preliminary Design documents and one (1) electronic copy and present and review them in person with the OWNER.

2.3. FINAL DESIGN PHASE.

2.3.1. On the basis of the accepted Preliminary Design documents, the OWNER'S design standards, and the revised opinion of probable Total Project Costs, prepare for incorporation in the Bidding Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Plans") and Specifications.

2.3.2. Provide technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the OWNER in consultations with appropriate authorities. The ENGINEER shall submit all applications and permit support data to the appropriate agencies and submit copies to the OWNER.

2.3.3. Based on property information received from the OWNER in accordance with paragraph 4.4, provide legal descriptions and exhibits for all easements, property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work.

2.3.4. Advise the OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the project or construction costs. Furnish to the OWNER a revised opinion of probable Total Project Costs based on the Plans and Specifications.

2.3.5. Prepare for review and approval by the OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.6. Attend necessary hearings and meetings and be available for general consultation.

2.3.7. Furnish three (3) copies of the listed Final Design documents, including the Plans and Specifications, and present and review them in person with the OWNER.

2.3.8. The ENGINEER shall furnish one copy of all design calculations when requested by the OWNER.

2.4. BIDDING OR NEGOTIATING PHASE.

2.4.1. The ENGINEER shall prepare and forward the Advertisement for Bids to the designated publications, official newspaper and the OWNER. The ENGINEER shall supply up to thirty (30) sets of full-size final Plans and Specifications for use in obtaining bids and submitting for general review. The ENGINEER shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid meetings and receive and process deposits for Bidding Documents.

2.4.2. Prepare Contract Documents.

2.4.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.4. Consult with and advise the OWNER as to the acceptability of the prime contractor and subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work where acceptability is required by the Bidding Documents.

2.4.5. Consult with and advise the OWNER concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Bidding Documents.

2.4.6. Attend the bid opening, prepare bid tabulation sheets and assist the OWNER in evaluating bidder qualifications and recommendations on bids, and in assembling and awarding contracts for construction, materials, equipment and services.

2.5. CONSTRUCTION PHASE.

2.5.1. **General Administration of Construction Contract.** The ENGINEER shall consult with and advise the OWNER and act as the OWNER'S representative. All of the OWNER'S instructions to Contractor(s) will be issued through the ENGINEER who will have authority to act on behalf of the OWNER to the extent provided in the General Conditions except as otherwise provided in writing. The General Conditions shall not be modified without the written agreement of the OWNER.

2.5.2. **Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor(s) while it is in progress:

2.5.2.1. The ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as the ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, if requested by the OWNER, the ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist the ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents and the ENGINEER shall keep the OWNER informed of the progress of the work.

2.5.2.2. The Resident Project Representative (and any assistants) will be the ENGINEER'S agent or employee and under the ENGINEER'S supervision.

2.5.2.3. The purpose of the ENGINEER'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable the ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by the ENGINEER during the Construction Phase, and, in addition, by exercise of the ENGINEER'S efforts as an experienced and qualified design professional, to provide for the OWNER a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents

and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work, nor shall the ENGINEER have control or charge of and shall not be responsible for the Contractor(s)' means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2.5.2.4. If the ENGINEER observes or otherwise becomes aware of defects or deficiencies in the work, or nonconformance to the Contract Documents, the ENGINEER shall promptly give written notice thereof to the OWNER.

2.5.3. **Defective Work.** During such visits and on the basis of such observation, the ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if the ENGINEER believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.5.4. **Interpretations and Clarifications.** The ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required for the OWNER'S approval.

2.5.5. **Shop Drawings.** The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.6. **Substitutes.** The ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

2.5.7. **Inspections and Tests.** The ENGINEER shall have authority, as the OWNER'S representative, to require special inspection or testing of the work by Contractor, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). The ENGINEER shall be entitled to rely on the results of such tests.

2.5.8. **Claims.** The ENGINEER shall respond to all written claims submitted by Contractor in a timely fashion. The ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.5.9. **Applications for Payment.** Based on the ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1. The ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts and the OWNER shall verify the amounts. Such recommendations of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, the ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2. By recommending any payment the ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by the ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor(s)' work for the purposes of recommending payment will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose on the ENGINEER responsibility to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to the OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between the OWNER and Contractor that might affect the amount that should be paid.

2.5.10. **Contractor(s)' Completion Documents.** The ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of insurance, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates on inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the OWNER with written comments.

2.5.11. **Inspections.** The ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor(s) and give written notice to the OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 2.5.5.

2.5.12. **Limitation of Responsibilities.** The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractors' or suppliers' agents or employees of any other persons (except the ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.5.1 through 2.5.12 inclusive, shall be construed to release the ENGINEER from liability for failure to properly perform duties and responsibilities assumed by the ENGINEER in the Contract Documents.

2.6. OPERATIONAL PHASE.

2.6.1. Provide assistance in the closing of any financial or related transaction for the project.

2.6.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.3. Assist the OWNER in training the OWNER'S staff to operate and maintain the project. Extensive training shall be mutually agreed upon within the Supplemental Agreement as Additional Services as defined in section 3 of this Agreement.

2.6.4. Assist the OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the project.

2.6.5. Within sixty (60) days after completion of a project, prepare a set of reproducible record prints of Drawings and an Adobe PDF electronic version that satisfy the OWNER'S Record Drawing requirements, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to the ENGINEER and which the ENGINEER considered significant. The ENGINEER will not be responsible for any errors or omissions in the information provided by Contractor that is incorporated in the record drawings and record documents. Final payment will be made only after record drawings are received by the OWNER.

2.6.6. In company with the OWNER, visit the project to observe any apparent defects in the completed construction, assist the OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.6.7. Assist the OWNER in preparation of assessment roll for OWNER improvement projects, and attend assessment hearings.

3. ADDITIONAL PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER.

3.1. SERVICES REQUIRING ADVANCE AUTHORIZATION.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the types listed in paragraphs 3.1.1 to 3.1.12, inclusive. These services are not included as part of the services listed in section 2 except to the extent provided otherwise by attached Supplemental Agreement or Work Order and will be paid by the OWNER as indicated in section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under the services listed in section 2) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

3.1.2. Field Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished to the OWNER by others, including surveys to verify location or improve accuracy of record information provided by Contractor under paragraph 2.6.5.

3.1.3. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, the OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the ENGINEER'S control.

3.1.4. Providing renderings or models for the OWNER'S use.

3.1.5. Preparing documents for alternate bids requested by the OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

3.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing; assisting the OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.1.7. Furnishing services of independent professional associates and consultants for other than basic services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 4.4 when the OWNER employs the ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 4.4.

3.1.8. Services during out-of-town travel required of the ENGINEER other than visits to the site or the OWNER'S office.

3.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 2.4.

3.1.10. Preparation of operating, maintenance and staffing manuals to supplement the services listed under paragraph 2.5.10.

3.1.11. Preparing to serve or serving as a consultant or witness for the OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project unless the ENGINEER is a defendant (except for assistance in consultations which is included in the services listed in section 2).

3.1.12. Additional services in connection with the project, including services which are to be furnished by the OWNER in accordance with section 4, and services not otherwise provided for in this Agreement.

3.2. SERVICES NOT REQUIRING ADVANCE AUTHORIZATION.

When required by the Contract Documents in circumstances beyond ENGINEER'S control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, additional services listed in paragraphs 3.2.1 to 3.2.5, inclusive. These services are not included as part of the services listed in section 2 except to the extent provided otherwise by attached Supplemental Agreement. The ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid by OWNER.

3.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for services listed in section 2 is not commensurate with the additional services rendered.

3.2.2. Services in revising Plans and Specifications by the acceptance of substitutions proposed by Contractor(s); and services after the award to each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by: (a) work damaged by fire or other cause during construction, (b) significant amount of defective or neglected work of any Contractor, (c) acceleration of the progress schedule involving services beyond normal working hours, and (d) default by any Contractor.

3.2.5. Services (other than services listed in section 2 during the Operational Phase) in connection with any partial use of any part of the project by OWNER prior to Substantial Completion.

4. OWNER'S PUBLIC IMPROVEMENT PROJECT RESPONSIBILITIES.

OWNER shall do the following:

4.1. Designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the OWNER'S policies and decisions with respect to the ENGINEER'S services for the project.

4.2. Provide criteria and information as to the OWNER'S requirements for the project, including design objectives, constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of design and construction standards the OWNER will require to be included in the Plans and Specifications.

4.3. Assist the ENGINEER by placing at the ENGINEER'S disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project.

4.4. Furnish to ENGINEER as required for performance of ENGINEER'S services listed in section 2, except to the extent provided otherwise by attached amendment:

4.4.1. Data prepared by or services of others, including without limitation, borings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment.

4.4.2. Appropriate professional interpretations of all the foregoing.

4.4.3. Environmental assessment and impact statements, if needed.

4.4.4. Property, boundary, easement, right-of-way, topographic and utility surveys.

4.4.5. Property descriptions.

4.4.6. Zoning, deed and other land use restrictions.

All of which the ENGINEER may use and rely upon in performing services under this Agreement.

4.5. Provide engineering surveys or authorize the ENGINEER to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

4.6. Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.

4.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by the ENGINEER. Obtain advice of an attorney, insurance counselor and other consultants as the OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.8. Prepare applications and provide support for approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

4.9. Provide accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

4.10. If the OWNER designates a person to represent the OWNER at the site who is not the ENGINEER or the ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of the ENGINEER and the Resident Project Representative (and any assistants) will be set forth in a supplemental agreement.

4.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.12. Furnish to the ENGINEER data or estimated figures as to the OWNER'S anticipated costs for services to be provided by others for the OWNER so that the ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

4.13. Attend the pre-bid meeting, bid opening, pre-construction meetings, construction progress and other job-related meetings, and substantial completion and final payment inspections.

4.14. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER'S services, or any defect or nonconformance in the work of any Contractor.

4.15. Furnish, or direct the ENGINEER to provide additional services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.16. Require all Private Utilities with facilities in the OWNER'S rights-of-way to:

- (a) Locate and mark said utilities upon request;
- (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work;
- (c) Submit a schedule of the necessary relocation/protection activities to the OWNER for review.

4.17. Bear all costs incidental to compliance with the requirements of this section 4.

5. PERIODS OF PROJECT SERVICE.

5.1. The provisions of section 6 and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. The ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the project including extra work and required extensions thereto.

5.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the agreed period after written authorization to proceed with that phase of services which will be given by the OWNER.

5.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the project desired by OWNER, and upon written authorization from OWNER, the ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the agreed period.

5.4. After acceptance by the OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the project desired by the OWNER, and upon written authorization from the OWNER, the ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the project within the agreed period.

5.5. The ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete when the submissions for that phase have been accepted by the OWNER.

5.6. After acceptance by the OWNER of the ENGINEER'S Plans, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, the ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

5.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by the ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.

5.8. The Operational Phase will commence during the Construction Phase and will terminate upon the last of the following events: (a) one year after the date of Substantial Completion, as defined in the Contract Documents, if the last prime contract for construction, materials and equipment on which substantial completion is achieved; (b) after final payment to the Contractor(s); (c) after all known issues have been satisfactorily resolved.

5.9. If OWNER requests significant modifications or changes in the general scope, extent or character of the project, the time of performance of ENGINEER'S services shall be adjusted equitably.

5.10. The OWNER shall give prompt authorization to proceed or not proceed with any phase of services after completion of the immediately preceding phase.

5.11. In the event that the work designed or specified by the ENGINEER is to be furnished or performed under more than one prime contract, or if the ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), the OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of the ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

6. PAYMENTS TO ENGINEER.

6.1. PAYMENT.

6.1.1. For project services, the ENGINEER will be paid in accordance with the supplemental agreement between the parties for the project.

6.2. OTHER PROVISIONS CONCERNING PAYMENTS.

6.2.1. If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty five (35) days after receipt of ENGINEER'S statement therefor, the amounts due the ENGINEER will be increased at the rate of one-half percent (1/2%) per month from said thirty-fifth (35th) day, and in addition, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.2.2. In the event of termination by the OWNER under paragraph 8.2 upon the completion of any phase of the services listed in section 2, progress payments due the ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by the OWNER during any phase of the services listed in section 2, the ENGINEER will be paid for services actually and necessarily rendered during that phase by the ENGINEER'S principals and employees engaged directly on the project, on the basis of the ENGINEER'S Hourly Costs based upon the fee schedule on file with the OWNER.

In the event of any such termination, the ENGINEER also will be reimbursed for the reasonable charges of independent professional associates and consultants employed by the ENGINEER to render services listed in section 2, and paid for all unpaid additional services and unpaid reimbursables.

6.2.3. Records of the ENGINEER'S time pertinent to the ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to the OWNER at cost on request prior to final payment for the ENGINEER'S services.

6.2.4. ENGINEER shall comply with Minnesota Statute § 471.425. The ENGINEER must pay Subcontractor for all undisputed services provided by Subcontractor within ten (10) days of the ENGINEER'S receipt of payment from the OWNER. The ENGINEER 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 Dollars (\$100) or more is Ten Dollars (\$10).

7. CONSTRUCTION COST AND OPINIONS OF COST.

7.1. **CONSTRUCTION COST.** The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to the OWNER of those portions of the entire project designed and specified by the ENGINEER, but it will not include indirect costs such as the ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include the OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the project or the cost of other services to be provided by others to the OWNER pursuant to paragraph 4.4. (Construction Cost is one of the items comprising Total Project Cost as defined in paragraph 2.1.6).

7.2. **OPINIONS OF COST.** Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the ENGINEER.

8. GENERAL.

8.1. **INDEPENDENT CONTRACTOR.** The OWNER hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the OWNER and is free to contract with other entities as provided herein. The ENGINEER shall be responsible for selecting the means and methods of performing the work. The ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for the ENGINEER'S performance under this Agreement. The OWNER and ENGINEER agree that the

ENGINEER shall not at any time or in any manner represent that the ENGINEER or any of the ENGINEER'S agents or employees are in any manner agents or employees of the OWNER. The ENGINEER shall be exclusively responsible under this Agreement for the ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

8.2. TERMINATION. The OWNER may terminate this Agreement and any Supplemental Agreement without cause by written notice delivered to the ENGINEER. Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the OWNER terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the OWNER may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the OWNER incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

8.3. DOCUMENTS. All documents including Plans and Specifications prepared or furnished by the ENGINEER (and the ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the project and the OWNER will be provided with information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER'S sole risk. If the OWNER or ENGINEER terminates this Agreement, copies of all files, records, and drawings in the ENGINEER'S possession relating to service performance for the OWNER shall be turned over to the OWNER without cost to the OWNER.

8.4. MINNESOTA GOVERNMENT DATA PRACTICES ACT. The ENGINEER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the OWNER pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the ENGINEER pursuant to this Agreement. The ENGINEER is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the ENGINEER receives a request to release data, the ENGINEER must immediately notify the OWNER. The OWNER will give the ENGINEER instructions concerning the release of the data to the requesting party before the data is released and the ENGINEER will be reimbursed as Additional Public Improvement Services by the OWNER under paragraph 3.1 for the ENGINEER'S reasonable costs in complying with a request to release data. The ENGINEER agrees to defend, indemnify, and hold the OWNER, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from the ENGINEER'S officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8.5. **INSURANCE.** The ENGINEER, at its expense, shall secure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

8.5.1. **General Liability.** The ENGINEER shall secure and maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$1,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The OWNER, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

8.5.2. **Automobile Liability.** If the ENGINEER operates a motor vehicle in performing the Services under this Agreement, the ENGINEER shall secure and maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000.

8.5.3 **Professional (Errors and Omissions) Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy for all claims the ENGINEER may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to ENGINEER'S professional services required under this Agreement. The ENGINEER is required to carry the following minimum limits: \$1,000,000 per occurrence; \$1,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the ENGINEER shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the ENGINEER to fulfill this requirement.

8.5.4. **Workers' Compensation.** The ENGINEER agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The ENGINEER shall also carry Employers' Liability Coverage with minimum limits as follows:

- (a) \$500,000 – Bodily Injury by Disease per employee
- (b) \$500,000 – Bodily Injury by Disease aggregate
- (c) \$500,000 – Bodily Injury by Accident

8.5.5. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The ENGINEER shall, prior to commencing the Services, deliver to the OWNER a Certificate of Insurance as evidence that the above coverages are in full force and effect. The ENGINEER'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 OWNER from the ENGINEER'S insurance company, or ten (10) days' written notice for non-payment of premium.

8.6. **INDEMNIFICATION.** The ENGINEER shall defend, indemnify and hold harmless the OWNER, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein to the comparative extent they are caused by the ENGINEER'S negligent acts or omissions or those negligent acts or omissions of persons for whom the ENGINEER is legally responsible.

8.7. **PROFESSIONAL STANDARDS.** The ENGINEER shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. The ENGINEER shall comply with applicable laws, statutes, ordinances, and regulations and the OWNER's mandated standards that the OWNER has provided the ENGINEER in writing. The OWNER shall not be responsible for discovering deficiencies in the accuracy of the ENGINEER'S services.

8.8. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement shall be construed to give any rights to anyone other than the OWNER and ENGINEER.

8.9. **CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the Dakota County District Court.

8.10. **SUCCESSORS AND ASSIGNS.**

8.10.1. The OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of the OWNER and ENGINEER are hereby bound to the other party, to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

8.10.2. Neither the OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates and consultants as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

8.10.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and ENGINEER and not for the benefit of any other party.

8.11. **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 1½ percent per month or any part of the 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. A subcontractor who prevails in a civil action to collect interest penalties from the contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.12. **COPYRIGHT/PATENT INFRINGEMENT.** The ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, Drawings or Specifications supplied by it, and it shall hold harmless the OWNER from loss or damage resulting therefrom.

8.13. **NOTICES.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

8.14. **SURVIVAL.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.15. **SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and ENGINEER, who agree that the Agreement 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.

8.16. **WAIVER.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

9. PRIOR AGREEMENT.

This Agreement supersedes all prior written and oral contracts and agreements except for the following: _____
_____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

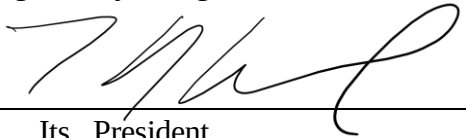
CITY OF LAKEVILLE

BY: _____
Its Mayor

AND _____
Its City Clerk

ENGINEER:

Timothy Malooly for
Irrigation by Design, Inc.

BY:  _____
Its President



City of Lakeville

Landscape Irrigation Maintenance Services

Client: City of Lakeville
c/o McKenzie Cafferty, Environmental Resources Manager
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044
952-985-4520
mcafferty@lakevillemn.gov

Service Provider: Irrigation by Design, Inc.
c/o Matthew Kuha, Business Development Manager
175 James Avenue North
Minneapolis, MN 55405
763-559-7771

Duration: April 1st 2025 - October 31st 2025

Irrigation by Design, Inc. (IBD) will provide irrigation management and maintenance services, as described in Attachment A of this document, on thirteen individual irrigation systems, also noted and itemized on the following pages. The base level of proactive irrigation maintenance will include spring startup, 5 mid-season inspections and the autumn shutdown and related processes.

This document will serve as an accompaniment to the Master Agreement between IBD and the City of Lakeville and only applies to the properties named, the services included, and the duration noted.

Irrigation by Design proposes to conduct this work for a total cost of **\$20,764.40** and be invoiced in seven equal installments, on the first of each month beginning on the first of April, of **\$2,966.44** each. Time and material repair invoices will be sent upon completion of the individual tasks and be itemized by location and include details regarding the location and nature of the repair.

If approved, please sign and date below:

Client: _____

IBD: _____

Date: _____

Date: _____

ATTACHMENT A

SERVICE	DESCRIPTION
Irrigation Startup	Irrigation by Design, Inc. will: - Engage the water supply, check the main supply line(s) and control wiring for breaks/leaks. - Operate the system station by station and inspect for failure or damage to sprinklers, fittings, control valves and piping. - Adjust individual sprinklers as necessary for proper operation and coverage as required by existing conditions and within the capabilities of the original design. Adjustments requiring sprinkler relocation may incur additional parts and/or labor fees. Sprinkler adjustments requiring significant relocation may result in separate fee proposals for client approval. - Water Manager will prepare computer, test communications and software, apply software updates if any, review/program the system master controller(s) for operation. Set system controller(s) for automatic operation based on current conditions and/or engage SMART controller features, if applicable. Repairs will be completed on a time and material basis, separate from the Routine Service Budget and will be invoiced to Client.
Irrigation Inspections	A technician will conduct 5 full system inspections of the irrigation. The technician will as a part of the routine services: - At applicable locations, activate each station via app to verify electrical opening and closing. - Inspect and adjust sprinklers (clogs, leaking, missing, pitched, rotation, pressure etc.). - Make and record scheduling changes to the water manager. - If the site is Water-Managed by IBD or others, IBD will monitor the landscape performance in conjunction with others and make suggestions to the Water Manager for irrigation schedule adjustments. All repairs completed following a routine inspection will be identified and invoiced separately by site. Extensive repairs will be conducted upon client approval
Irrigation Shut-down	IBD will turn off main water, - Coordinate shutdown actions with our client. Where applicable, remove RPZ/water meter and record final water usage on flow meters, tag each RPZ/water meter to indicate location, store all RPZ/water meters in heated facility - Winterize and secure the system water supply - Complete a station-by-station "blow-out" of the lines, exchanging water for air. Where necessary, we will blow out certain lines twice to ensure complete winterization. - If the city is responsible for storing the water meter(s) IBD will coordinate the meter pick-up with the city. All repairs necessary to complete, to allow for proper shutdown will be invoiced on one invoice to Client.
Service Calls	- Service calls requested outside the regularly scheduled visit will be scheduled and invoiced directly to clients. Each call will be considered separate and invoiced at the one hour minimum and in 15 min increments thereafter. Single service calls for multiple sites will be invoiced with a single mobilization cost, then T&M labor rates follow. - Service requests completed during a regularly scheduled visit will be invoiced with all other repairs made on said visit. Invoicing will be individually, by site. - Service requested to be performed outside of routine service hours will be invoiced at \$300/man hour.

Monitoring for Alerts	- The SMART EPA WaterSense™ controller along with IBD's cellular Aircard will allow proactive equipment alerts to be pushed to our water manager for review and dispatch if necessary, allowing our irrigation technicians to troubleshoot, diagnose and correct issues as they occur.
Additional Available Services Proposed on request and/or as needed	
Soil Health Management	The health & aesthetics of the lawn is determined by the health of the soil, not just the amount of water. Urban soil is often depleted of the beneficial microorganisms needed by your lawn (a plant) to survive & thrive. Standard fertilizers and herbicides treat only the plant, not the soil, leaving it dependent on the treatments. A regenerative soil program focusses on improving soil health and over the long-term will cause your lawn to grow thicker, require less water, and build up natural defenses against turf diseases, environmental stresses and invaders like weeds and damaging insects.
Handyman Services	Hourly labor rate for non-included services other than those that are part of this agreement will be billed at \$119 per man hour, plus materials.
Aquatic Environmental Management	Pond water quality; aeration, maintenance & treatments.
Water Management	Our Water Management Team specializes in maintaining a healthy and attractive landscape, while reducing water consumption through advanced sustainability focused technology and practices. Water is our most precious resource; we want to help ensure your community's water is being managed properly for the long-term health and aesthetics of the community and the planet. Ask us what level of water management would be best for your community!
Reserve Study of Irrigation System	Did you know the average HOA has 5 miles of irrigation infrastructure underground, with a typical replacement value in hundreds of thousands of dollars? Let us help you or your reserve agent to establish a capital replacement budget to ensure HOA has current financial data for future major repairs and replacements.
Repair/Retrofit Projects	Projects relating to the addition, removal, relocation. This category includes but is not limited to: • Deferred or past poor-quality maintenance or installation. • Moving sprinklers due to landscape maturation • Nozzle balancing • Station Separation • Rain Sensor and/or other control technology installation and maintenance

Description	Annual Investment
Annual Landscape Irrigation Services	
Annual Irrigation Maintenance	\$20,764.40
Annual Water Management Services	n/a
Total Annual Agreement Price plus applicable taxes	\$20,764.40
Total Monthly Agreement Price plus applicable taxes	\$2,966.34
<u>Total Above, Itemized by Site</u>	<u>Budget</u>

Water Treatment Facility	\$ 1,834.80
City Hall w/RAB	\$ 2,294.80
Heritage Center	\$ 1,435.80
Police Department	\$ 2,796.80
Fire Station #1	\$ 1,517.80
Fire Station #2	\$ 1,667.80
Fire Station #3	\$ 1,433.80
Fire Station #4	\$ 1,617.80
Galaxie Liquor Store	\$ 1,567.80
Keokuk Liquor Store	\$ 1,809.80
205 th /Kendrick RAB	\$ 848.30
210 th /Dodd RAB	\$ 1,090.80
Italy Ave Median	\$ 848.30
TOTAL	\$20,764.40

FAQ

All tasks not included in Attachment A will be coordinated with the proper city personnel and be conducted at time and material rates. Current Hourly Rates are as follows:

Irrigation Technician:	\$169 / hour, one hour min.
Irrigation Apprentice/2 nd Tech	\$119 / hour, one hour min.
Irrigation Helper:	\$55 / hour, one hour min.

What can be expected of the on-site technician(s) during a routine inspection?

The technician CAN be expected to maintain – *(Things we generally approach proactively)*

- Some sensors (ex. Rain sensor- adjust, replace battery if wireless, cork)
 - Water level indicator (move and adjust)
- Some filters (pump, drip/micro)
- Sprinklers (arc, pitch, rotation, placement, rotor nozzle size, spray nozzle cleanout)
- Some Controls (pump, timers)
- Irrigation Schedules

The technician can NOT proactively maintain the following – *(Things we generally must react to)*

- Static Items
 - Decoders
 - Fittings/clamps
 - Wiring
 - Piping
 - Broken emission devices (sprinklers/drip)
 - Sprinkler nozzle screens
 - Valves – electric and manual

What should I do, and what can be expected if we have an emergency outside of normal business hours?

Our company's main line is 763-559-7771. Call this number and follow the prompts for the after-hours emergency. The call will be transferred to the on-call technician, they will ask several questions to determine what is needed, the more information you can provide the better. Depending on the severity of the emergency the tech will either dispatch to the site or handle it remotely. In most cases the technician will stop the emergency and notify the office of a need to return and diagnose/repair the issue at a later date (typically within a couple of days), some smaller items can be repaired during the emergency visit. Emergency visits are billed at \$300/hour.

We recommend one or two people be set as authorized callers, without that list our technicians will dispatch for any caller and the client may incur unexpected charges.

Responsibilities not covered by this agreement

1. Inadequate coverage caused by original system design.
2. Inadequate coverage caused by a change(s) in available water or governmental mandates.
3. Charges from water purveyor due to water usage deemed excessive, or a leak.



Date: 4/21/2025

Resolution Accepting Donations from Customers of Lakeville Liquors

Proposed Action

Staff recommends adoption of the following motion: Motion to approve a resolution accepting donations valued at \$28,996.58 on behalf of Lakeville Liquors customers to be used by 360 Communities and The Open Door Pantry.

Overview

The Lakeville Liquor stores hosted a fundraiser to benefit our local food shelves during the month of March 2025. Funds were raised using donation jars, the sale of discounted memberships, silent auctions and register total round-up.

The total funds provided by the Lakeville Liquor stores for 360 Communities and The Open Door Pantry is \$28,996.58. Donations will be split evenly.

Supporting Information

None

Financial Impact: \$28,996.58 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community Value and Belonging Report Completed by: Tana Wold, Liquor Operations Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATIONS FROM CUSTOMERS OF LAKEVILLE
LIQUORS**

WHEREAS, Minnesota Statute 465.03 requires that all gifts and donation of real or personal property be accepted only with adoption of a resolution of the governing body; and

WHEREAS, the City of Lakeville's Liquor stores have received donations of money in the amount of \$28,996.58; and

WHEREAS, the grants and/or donations were beneficial to the department, and

WHEREAS, the additional revenues received may require the City to incur additional expenditures in order to comply with any grant agreements or restrictions to the donations.

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

BE IT FURTHER RESOLVED that City staff is authorized to amend the budget to comply with any grant agreements of restrictions to the donations.

APPROVED this 21st day of March 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/21/2025

Resolution Appointing a Deputy Clerk

Proposed Action

Staff recommends adoption of the following motion: Move to approve the appointment of Taylor Snider as Deputy Clerk for the City of Lakeville.

Overview

The City of Lakeville's Clerk's Office plays a vital role in efficiently and transparently managing the city's administrative, legislative, and official duties. The City Clerk is responsible for maintaining official records, overseeing elections, handling public notices, managing council agendas, and carrying out various other essential tasks. To ensure these duties are carried out consistently, it is crucial to plan when the City Clerk may be absent due to illness, vacation, training, or other unforeseen circumstances.

Appointing a Deputy Clerk is important to guarantee the uninterrupted functioning of the City's operations in the Clerk's absence. This role will ensure that all the Clerk's Office's responsibilities are met, that public services continue to run smoothly, and that the City remains in compliance with all applicable legal requirements.

Supporting Information

None

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

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION APPOINTING A DEPUTY CLERK

WHEREAS, the City of Lakeville recognizes the importance of maintaining effective and efficient operations within its government structure; and

WHEREAS, the position of Deputy Clerk for the City of Lakeville has been determined to be essential for the continued management and execution of various administrative duties and functions within the Clerk's Office; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAKEVILLE, MINNESOTA, that Taylor Snider is hereby appointed as the Deputy Clerk for the City of Lakeville, effective April 22, 2025 and

ADOPTED by the Lakeville City Council this 21st day of April 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/21/2025

Proposal from Webber Recreational Design, Inc. for Kensington Park Playground Equipment and Installation

Proposed Action

Staff recommends adoption of the following motion: Move to accept proposal from Webber Recreational Design, Inc. for Kensington Park Playground Equipment and Installation.

Overview

The Kensington Park playground is over 25 years of age and has been budgeted to be replaced in 2025. The 2025 approved Park Improvement Fund includes \$113,000 to replace the playground, which consists of items such as the playground equipment, installation, concrete perimeter curbing and engineered wood fiber. Staff have been working with Webber Recreational Design, Inc. on the design and components of the playground and presented options online that residents in the neighborhood could select as their preferred choice.

At this time, Staff is recommending the Mayor and City Council approve the purchase of the playground equipment and installation from Webber Recreational Design, Inc. through the Sourcewell Cooperative Purchasing Contract in the amount of \$106,000.

Supporting Information

1. Quote dated March 5, 2025 (for signature)
2. Color Rendering of the Playground

Financial Impact: \$106,000.00 **Budgeted:** Yes **Source:** Park Improvement Fund
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Mark Kruse, Parks Superintendent



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: OE25001531
CUSTOMER: 5504A04
Project: 25002115

Prepared For:

CITY OF LAKEVILLE

20195 HOLYOKE AVE. W.
LAKEVILLE, MN 55044

Project Name & Location:

Kensington Park-
Option 1 UPDATED

Prepared by:

WEBBER RECREATIONAL DESIGN,
INC.

Jay Webber
1442 BROOKE COURT
HASTINGS, MN 55033

Ship To Address:

Kensington Park
20600 Kensington Boulevard
Lakeville, MN 55044
Ext. (phone)

End User:

Mark Kruse
City of Lakeville
20195 HOLYOKE AVE. W.
LAKEVILLE, MN 55044
(952) 412-9918 Ext. (phone)
mkruse@lakevillemn.gov

Quote Number: OE25001531
Quote Date: 3/5/2025
Valid For: 30 Days From Quote Date

2-5

Product line: TotsChoice
Age group: 2-5_ASTM

Components

Part Number	Description	Qty	Weight
304	TEN SPIN	1.00	1,000.00
787001	WELCOME SIGN AGES 2-5, FREESTANDING	1.00	60.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1.00	0.00
MR0881	MC TRUCK	1.00	270.00

Freestanding

Product line: Freestanding
Age group: 2-12_ASTM

Components

Part Number	Description	Qty	Weight
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3/5/2025
QUOTE: OE25001531

2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1.00	135.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1.00	30.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2.00	10.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1.00	286.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1.00	179.00

714S654-2024

Product line: KidsChoice

Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	4.00	75.00
714518410	XG HEXAGON MEGA TWR 2-LEVEL (4' & 10' DK)	1.00	1,500.00
714553	5" OD X 160" POST (5'6" TO 6'6" DKS)	4.00	90.00
714554	5" OD X 178" POST (7' TO 8' DKS)	4.00	100.00
7146386U	GROOVE II SLIDE VORTEX (6' & 6'6"DK)	1.00	350.00
7146474	ALPHA CLIMBER (4' DECK)	1.00	180.00
7146708L	CHAMII SPIRAL SLIDE LH (8' DK)	1.00	1,500.00
7146806C	WAVE HEX ROOF W/TOPPER	1.00	360.00
7146916	DOMED CLIMBER W/ORBS (6'6" DK)	1.00	220.00
71471311	SENSORY PANEL TEXTURE STAR CIRCLE	1.00	55.00
71472110	CANYON CLIMBER (10' DECK)	1.00	160.00
714742W	30" ID FUN TUN SLIDE LH,WDW (10' DK)	1.00	900.00
714782	CRUNCH STATION	1.00	5.00
714796P1	BELL (POST MOUNT)	1.00	10.00
7148088	CLIMBING POLE (8' DECK)	1.00	55.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1.00	35.00
714816W	FULL WAVE BARRIER, TUBE	2.00	35.00
7148173B	SINGLE POD SEAT	1.00	15.00
714851459	SQ TRSFR POINT, OPN HR (4' DK)	1.00	250.00
71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	3.00	200.00
7149922	LOOKOUT TOWER	1.00	50.00
7149929	KIDS' PERCH	1.00	105.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1.00	0.00

RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1.00	0.00

3/5/2025

QUOTE: OE25001531

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Additional Items

Part Number	Description	Qty	Weight
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1.00	
925961	THUMB DRIVE 2GB - MREC	1.00	
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1.00	
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	

Totals:

Equipment Weight:	9,460.00 lbs
Equipment List:	\$103,696.17
Discount Amount:	-\$34,469.80
Freight:	\$3,673.63 Code: Needed
Installation:	\$33,100.00
Grand Total:	\$106,000.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25001531 **Quote Date:** 3/5/2025 **Equipment:** \$103,696.17 **Grand Total:** \$106,000.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate

3/5/2025

QUOTE: OE25001531

Page 3 of 4

safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Date: April 21, 2025

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk

3/5/2025

QUOTE: OE25001531

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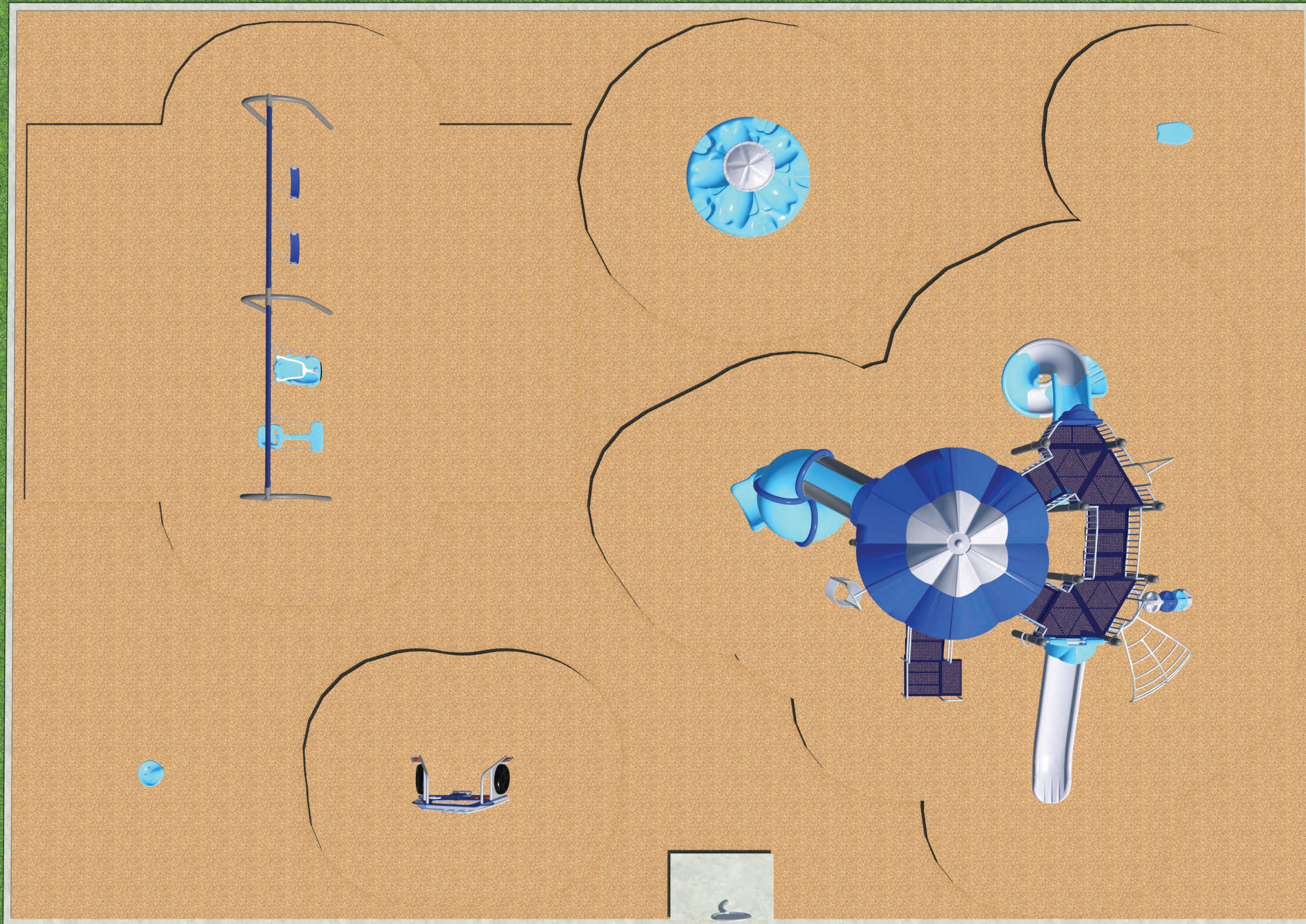
Kensington Park (Option 1 UPDATED) Lakeville, MN



Kensington Park (Option 1 UPDATED) Lakeville, MN



Kensington Park (Option 1 UPDATED) Lakeville, MN





Kensington Park (Option 1 UPDATED) Lakeville, MN





Date: 4/21/2025

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

Proposed Action

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

Overview

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

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

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

Supporting Information

1. 2025 Pan-O-Prog Street Closure Resolution Addendum

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

CITY OF LAKEVILLE

RESOLUTION NO. _____

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

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

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

BE IT FURTHER RESOLVED July 05, 2025, shall be the back-up fireworks date if the event is postponed on July 4, 2025, due to inclement weather, and the road closing locations and times associated with the fireworks event shall apply on July 5th.

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

ADOPTED by the Lakeville City Council this 21st day of April 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Exhibit A

STREET CLOSURE:	DATE:	TIME:	PAN-O-PROG EVENT:
DODD BOULEVARD (CR-9) 190 th St to Highview Ave	July 4 th , 2025 (Friday)	9:00 – 11:30 p.m.	Fireworks Set-Up and Safety/Security
Dodd Boulevard (CR-9) Block Access @ Inca Ave / Huxley Ave / 183 rd St / Hyde Park Ave	July 4 th , 2025 (Friday)	9:00 – 11:30 p.m.	Fireworks Safety/Security
185th STREET (CR-60) Ipava Ave to Highview	July 4 th , 2025 (Friday)	9:00 – 11:30 p.m.	Fireworks Safety/Security
HOWLAND AVENUE 209 th St to Upper 209 th St	July 9 th , 2025 (Wednesday) – July 13 th , 2025 (Sunday)	Continuous Closure	Family Fun Fair & Carnival
208th STREET Holyoke Ave to Holt Ave	July 9 th , 2025 (Wednesday) – July 13 ^h , 2025 (Sunday)	Continuous Closure	Street Market
209th STREET Holyoke Ave to Howland Ave	July 11 th , 2025 (Friday)	12:00 – 9:30 p.m.	Race Car Alley
HOLYOKE AVENUE Heritage Dr to 215 th St (CR-70)	July 11 th , 2025 (Friday)	6:00 – 11:00 p.m.	Cruise Night
202nd STREET (CR-50) Iberia Ave to Highview Ave	July 11 th , 2025 (Friday)	6:00 – 9:00 p.m.	Cruise Night
210th STREET Holt Ave to Jacquard Ave	July 11 th , 2025 (Friday)	6:00 – 9:00 p.m.	Cruise Night
JACQUARD AVENUE 210 th St to 215 th St (CR-70)	July 11 th , 2025 (Friday)	6:00 – 9:00 p.m.	Cruise Night
207th STREET Holyoke Ave to Howland Ave	July 11 th , 2025 (Friday)	4:00 p.m. until 1 a.m. (Saturday)	Cruise Night and Adult Dance
207th STREET Holyoke Ave to Howland Ave	July 12 th , 2025 (Saturday)	12:00 p.m. until 1 a.m. (Sunday)	Cruise Night, Car Show, Grand Parade, and Adult Dance
HOLYOKE AVENUE Upper 207 th St to 210 th St	July 10 th , 2025 (Thursday) – July 13 th , 2025 (Sunday)	5:00 p.m. until 5:00 p.m.	Kiddie Parade, Car Show, and Grand Parade
HERON WAY	July 12 th , 2025 (Saturday)	2:00 – 8:00 p.m.	Grand Parade
HERITAGE DRIVE	July 12 th , 2025 (Saturday)	2:00 – 8:00 p.m.	Grand Parade
IBERIA AVENUE	July 12 th , 2025 (Saturday)	2:00 – 8:00 p.m.	Grand Parade
EB 210th STREET	July 12 th , 2025 (Saturday)	2:00 – 8:00 p.m.	Grand Parade

Exhibit A

HERON WAY Complete Circle	July 12 th , 2025 (Saturday)	3:00 – 9:00 p.m.	Grand Parade
202nd STREET (CR-50) Iberia Ave to Highview Ave	July 12 th , 2025 (Saturday)	4:00 – 9:00 p.m.	Grand Parade



Date: 4/21/2025

Agreement with Metropolitan Council for Volunteer Lake Monitoring Program

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Metropolitan Council to administer the annual volunteer lake monitoring program.

Overview

The City and Metropolitan Council partner annually to establish a community-assisted monitoring program (CAMP) to study the water quality of East Lake, Lee Lake, Lake Marion and Valley Lake. City staff and volunteers measure surface water temperature and water transparency, and collect water samples that are then analyzed by Metropolitan Council staff. Results are used to manage, promote and proactively protect the water quality of the City's lakes. The Agreement establishes City and Metropolitan Council Responsibilities for 2025. The City's share of the cost is \$3,040 (\$760/lake) and includes processing of up to 14 samples for each lake.

Supporting Information

1. Agreement (Metropolitan Council Contract No. 25R007J)

Financial Impact: \$3,040 Budgeted: Yes Source: Utility Fund (Env. Resources) Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Patrick Martin, Environmental Resources Technician
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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
CITY OF LAKEVILLE**

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

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

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

II. SPECIFIC SCOPE OF SERVICES

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

- a. General Purposes of Program. The volunteer lake monitoring program involves the use of volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2025 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. Specific Lakes Involved. The following lakes and specific lake site(s) listed below will be involved in the Council's Community-Assisted Lake Monitoring Program (CAMP) in 2025.

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

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

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

2.03 Council Responsibilities. The Council agrees that it will:

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

III. COMPENSATION; METHOD OF PAYMENT

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

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

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

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

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

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

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2025, and will terminate on March 31, 2026, or following work completion and payment, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAKEVILLE:

METROPOLITAN COUNCIL:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: Monitoring and Assessment Manager

Date: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

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



Date: 4/21/2025

Proposal from St. Croix Recreation, Inc. for Marion Fields Park Playground Equipment

Proposed Action

Staff recommends adoption of the following motion: Move to accept proposal from St. Croix Recreation, Inc. for Marion Fields Park Playground Equipment.

Overview

The Marion Fields Park playground is over 23 years of age and has been budgeted to be replaced in 2025. The 2025 approved Park Improvement Fund includes \$113,000 to replace the playground, which consists of items such as the playground equipment, installation, concrete perimeter curbing and engineered wood fiber. Staff have been working with St. Croix Recreation on the design and components of the playground and presented options online that residents in the neighborhood could select as their preferred choice.

At this time, Staff is recommending the Mayor and City Council approve the purchase of the playground equipment from St. Croix Recreation, Inc. through the state contract in the amount of \$74,279.92. The installation of the playground will be completed by a separate contractor.

Supporting Information

1. Proposal dated March 18, 2025 (for signature)
2. Color Rendering of the Playground

Financial Impact: \$74,279.92 Budgeted: Yes Source: Park Improvement Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Mark Kruse, Parks Superintendent
--

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



Estimate

ESTIMATE # 7537
DATE 03/18/2025

ADDRESS
City of Lakeville
Email:
accountspayable@lakevillemn.gov

SHIP TO
Marion Fields Playground
20711 Dodd Blvd
Lakeville, MN 55044

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
BCI 100-198064-1 BCI Burke 5-12 and 2-5 Year Old Playground	1	82,534.00	82,534.00T
STATE CONTRACT STATE CONTRACT #218090	82,534	-0.07	-5,777.38T
STATE CONTRACT STATE CONTRACT #218090	82,534	-0.05	-4,126.70T
Freight Lead Times Currently 4-6 Weeks	1	1,650.00	1,650.00T

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

SUBTOTAL 74,279.92
TAX (0%) 0.00
TOTAL \$74,279.92

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

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

By: _____
Luke M. Hellier, Mayor

Accepted By By: _____
Ann Orlofsky, City Clerk

Accepted Date April 21, 2025

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



SPINNING

Besides being just plain fun, spinning helps children develop spatial awareness, balance and coordination. Children on the autism spectrum often find the motion to be a relaxing, soothing activity that can reset them if they need time to themselves.



IMAGINATIVE PLAY

Imagination is an important part of child development. Often in play, children learn important life skills that transcend the playground. Skills such as understanding, empathy and working toward a common goal are all practiced in imaginative play.



COLOR KEY

- GRANITE
- LIME
- NAVY
- BLUE/WHITE

3D Designer: Kendra



COGNITIVE

So many life skills are learned through play! Skills such as cognitive planning, mastering new concepts, problem solving and expression are developed naturally through play events like climbing, sliding and spinning.



CLIMBING

Climbing brings adventure and challenge to the playground while providing necessary developmental benefits such as balance, agility, upper and lower body strength and decision-making skills! When children climb, they develop confidence and take age-appropriate risks that help build skills that will help them throughout their lives.



PLAY VARIETY

This design offers the perfect solution for a great playspace and ensures that the necessary and age-appropriate play components are included. With various slides, climbers and spinning events, kids will be able to enhance physical fitness while having fun playing.



SWINGING

The joy of swinging is a childhood staple and kids LOVE it! Best of all, it has so many developmental benefits, including inner ear development, spatial awareness and sensory integration.



Date: 4/21/2025

Resolution Postponing the Start Time of the Monday, April 28, 2025, City Council Work Session

Proposed Action

Staff recommends the adoption of the following motion: Move to approve the resolution, postponing the start time of the City Council Work Session scheduled for Monday, April 28, 2025, from 6:00 p.m. to 7:00 p.m.

Overview

City Council Work Sessions are generally held at 6:00 p.m. prior to the regular City Council meeting. Staff is recommending a one-hour postponement of the April 28 Work Session to accommodate scheduling needs.

This adjustment will not affect the scheduled time of future Council Work Session meetings. Public notice of the time change will be provided in accordance with the Minnesota Open Meeting Law, including posting on the City's website and at designated public notice locations.

Supporting Information

None

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

RESOLUTION NO. _____

**RESOLUTION POSTPONING THE START TIME OF THE MONDAY, APRIL 28,
2025, CITY COUNCIL WORK SESSION**

WHEREAS, the City Council of the City of Lakeville holds Regular Work Sessions to receive information, discuss city-related matters, and provide guidance to staff; and

WHEREAS, the Regular Work Session originally scheduled for Monday, April 28, 2025, was set to begin at 6:00 p.m.; and

WHEREAS, due to scheduling considerations, the City Council wishes to postpone the start time of the April 28 Regular Work Session by one hour to begin at 7:00 p.m.;

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

- a. The start time for the Regular City Council Work Session on Monday, April 28, 2025, is hereby postponed from 6:00 p.m. to 7:00 p.m.

APPROVED AND ADOPTED this 21st day of April 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/21/2025

Resolution Amending the 2025 Fee Schedule to Include Cannabis Retail Business Registration Fees

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution amending the 2025 Fee Schedule to establish registration fees for cannabis retail businesses and temporary cannabis events in accordance with state regulations.

Overview

In June 2024, the Minnesota Office of Cannabis Management (OCM) issued regulatory guidance requiring cities to incorporate cannabis-related licensing and compliance into local ordinances. On September 16, 2024, the City Council adopted Ordinance No. 1092, regulating adult-use cannabis retail business operations in Lakeville.

State statute mandates that the following OCM-licensed entities register with the city:

- Cannabis microbusinesses
- Cannabis retailers
- Medical cannabis combination businesses
- Lower-potency hemp edible retailers

Additionally, cities may authorize and regulate temporary cannabis events, including the ability to impose registration and review fees.

In accordance with Minnesota statutes, cities may impose:

\$500 for initial registration, or half of OCM's initial license fee (whichever is less)

\$1,000 for renewal registration, or half of OCM's renewal license fee (whichever is less)

The following fees are proposed for inclusion in the 2025 Fee Schedule, effective on the date of this resolution and applicable to all pending applications:

Cannabis Registration Type	Fee	Notes
Initial Registration for Cannabis Microbusiness with a retail endorsement	\$0	Zero initial registration fee with the City

Initial Cannabis Retail Business Registration (for retailers other than microbusinesses)	\$500	Applies to first-time registration with the City
Renewal Cannabis Retail Business Registration	\$1,000	Annual renewal for continued operation
Temporary Cannabis Event Review Fee	\$250	Administrative review of event registration
Lower-Potency Hemp Edible Retailer Registration Fee	\$125	Applies to retailers exclusively selling lower-potency hemp edibles

All cannabis-related registrations will be administratively reviewed and approved by city staff.

Supporting Information

None

Financial Impact: \$ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION AMENDING THE 2025 FEE SCHEDULE TO INCLUDE CANNABIS
RETAIL BUSINESS REGISTRATION FEES**

WHEREAS, the City of Lakeville has adopted Ordinance No. 1092 regulating adult-use cannabis business operations in accordance with Minnesota state law; and

WHEREAS, the Minnesota Office of Cannabis Management (OCM) requires specific types of cannabis businesses to register with the city, and authorizes municipalities to charge registration and renewal fees up to limits set by state statute; and

WHEREAS, the City of Lakeville desires to incorporate cannabis-related registration fees into the 2025 Fee Schedule to recover administrative costs and ensure safe and lawful operations; and

WHEREAS, all cannabis-related registrations and event reviews shall be administratively reviewed and approved by City staff;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota, that the 2025 Fee Schedule is hereby amended to include the following cannabis retail registration fees, effective on the date of this resolution and applicable to all pending applications:

Cannabis Retail Business Registration Fees:

Cannabis Registration Type	Fee	Notes
Initial Registration for Cannabis Microbusiness with a retail endorsement	\$0	Zero initial registration fee with the City
Initial Cannabis Retail Business Registration (for retailers other than microbusinesses)	\$500	Applies to first-time registration with the City
Renewal Cannabis Retail Business Registration	\$1000	Annual renewal for continued operation
Temporary Cannabis Event Review Fee	\$250	Administrative review of event registration
Lower-Potency Hemp Edible Retailer Registration	\$125	Applies to retailers exclusively selling lower-potency hemp edibles

BE IT FURTHER RESOLVED that staff is authorized to administer the collection and processing of these fees in accordance with applicable state and local regulations.

ADOPTED by the Lakeville City Council this 21st day of April 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/21/2025

An Ordinance Amending Title 8, Chapters 1 and 2 of the Lakeville City Code Concerning the Fire Department and Explosives

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) an ordinance amending Title 8, Chapter 1 of the Lakeville City Code, and 2) summary ordinance for publication in the legal newspaper.

Overview

The fire department completed a review of Title 8, Chapter 1 of the city code as it pertains to the fire department. The code has not been updated recently and does not match the current guidelines and policies of the fire department. The Public Safety Committee was presented the proposed changes on March 24, 2025. The city attorney has reviewed the code and recommends that this section is updated in accordance with the policies and procedures of the Fire Department.

Supporting Information

1. DOCS-#235544-v1-SUMMARY_ORDINANCE_FIRE_DEPARTMENT_AND_EXPLOSIVES
2. DOCS-#235543-v1-ORDINANCE_AMENDING_FIRE_DEPARTMENT_AND_EXPLOSIVES
3. TITLE 8 FIRE PREVENTION AND PROTECTION .Redline

Financial Impact: \$0.00 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief

CITY OF LAKEVILLE

RESOLUTION NO. _____

AN ORDINANCE AMENDING TITLE 8, CHAPTERS 1 AND 2 OF THE LAKEVILLE CITY CODE CONCERNING THE FIRE DEPARTMENT AND EXPLOSIVES

WHEREAS, the City Council of the City of Lakeville, Minnesota (the "City") has determined that updates to Title 8 of the Lakeville City Code are necessary to better reflect current practices and requirements related to fire prevention, fire safety, and false alarms; and

WHEREAS, these amendments include updates to the incorporation and enforcement of the Minnesota State Fire Code, enhanced clarity in definitions and open burning requirements, and refined regulations addressing recreational fires, prohibited materials, and fire lanes; and

WHEREAS, additional revisions are made to false alarm procedures and penalties, and language clarifying the regulation of fire lanes and the handling and use of explosives is incorporated; and

WHEREAS, the City has reviewed the proposed ordinance in accordance with applicable state statutes and local ordinances and has determined that adoption of said ordinance serves the public health, safety, and general welfare of the community.

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

- a. Approval of Amendments: The amendments to Title 8 of the Lakeville City Code, entitled "Fire Prevention and Protection," as set forth in the attached ordinance amendment, are hereby adopted.
- b. Incorporation by Reference: The revised ordinance is incorporated into this resolution by reference as if fully set forth herein.
- c. Effective Date: The amended provisions of Title 8 shall become effective upon publication according to law.

ADOPTED by the City Council of the City of Lakeville this 21st day of April, 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. ____

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 8, CHAPTERS 1 AND 2
OF THE LAKEVILLE CITY CODE CONCERNING THE FIRE DEPARTMENT AND
EXPLOSIVES**

NOTICE IS HEREBY GIVEN that on April __, 2025, Ordinance No. 2025-__ was adopted by the City Council of the City of Lakeville.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 2025-__, the following summary of the Ordinance has been prepared for publication:

This Ordinance amends Title 8, Chapter 1 of the Lakeville City Code concerning the fire department by removing outdated provisions and adding provisions related to (i) the establishment of fire lanes, (ii) open burning and (iii) fires or barbecues on balconies or patios.

This Ordinance amends Title 8 by deleting Chapter 2 relating to explosives.

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

Approved for publication by the City Council of the City of Lakeville, Minnesota this ____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

ORDINANCE NO. ____

**CITY OF LAKEVILLE
COUNTY OF DAKOTA, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 8, CHAPTERS 1 AND 2 OF THE LAKEVILLE
CITY CODE CONCERNING THE FIRE DEPARTMENT AND EXPLOSIVES**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA ORDAINS:

SECTION 1. Title 8, Chapter 1 of the Lakeville City Code is hereby amended in its entirety to read as follows:

**TITLE 8 FIRE PREVENTION AND PROTECTION
CHAPTER 1 FIRE DEPARTMENT**

SECTION:

8-1-1: Purpose

8-1-2: Enforcing Officers; Interference with Fire Department

8-1-3: Fire Lanes Established

8-1-4: Minnesota State Fire Code Adopted

8-1-5: Definitions:

8-1-6: Open Burning

8-1-7: Fires Or Barbecues On Balconies Or Patios

8-1-1: PURPOSE:

A. To provide for the reasonable protection of life and property from the hazards of fire and explosive materials. To reduce and manage amounts of flammable, combustible, and hazardous materials, reduce ignition hazards, ensure safe emergency evacuation of occupants, and allow for quick emergency response.

B. The Fire Chief shall administer and enforce this chapter as the Fire Code of the city.

8-1-2: ENFORCING OFFICERS; INTERFERENCE WITH DEPARTMENT

A. The Fire Chief and Fire Marshal shall have the authority to issue a citation in lieu of arrest or continued detention for any violation of this chapter, the state code or Minnesota Rules Chapter 7511.

B. No person shall refuse or neglect to obey any reasonable order of the Chief or the Chief's designee at an emergency scene or interfere with the Fire Department in the discharge of its duties.

8-1-3: FIRE LANES ESTABLISHED:

The Fire Chief or Police Chief may order the establishment of fire lanes on public or private property as may be necessary in order that the travel of fire equipment may not be interfered with, and that access to fire hydrants or buildings may not be blocked. When a fire lane has been ordered to be established, it shall be marked by a sign bearing the words "No Parking-Fire Lane" or the international symbol for no parking "(P)". When the fire lane is on public property or a public right of way, the signs shall be erected by the City, and when on private property, shall be erected by the owner at the owner's expense within thirty (30) days after such owner has been notified of the order. Thereafter no person shall park a vehicle or otherwise occupy or obstruct the fire lane. Violators will be tagged and/or towed at the owner's expense.

8-1-4: MINNESOTA STATE FIRE CODE ADOPTED.

A. Incorporation By Reference: The City incorporates by reference the Minnesota State Fire Code as adopted pursuant to Minnesota Statutes, Section 299F.011, and as modified by Minnesota Rules, Chapter 7511, one (1) copy of which is on file with the Office of the Lakeville Fire Chief. Every provision contained in the Minnesota State Fire Code, except as modified or amended by this chapter, is hereby adopted and made a part of this chapter as if fully set forth herein.

B. Jurisdiction: Wherever the word "jurisdiction" is used in the Minnesota State Fire Code, it shall be held to mean the City of Lakeville.

C. Code: Whenever the term "this code" is used in the Minnesota State Fire Code or this Title, it shall mean the code adopted pursuant to this Title.

D. Enforcement Official: The Fire Chief serving the City, or the Fire Chief's representative as authorized by the City Administrator, shall administer and enforce the provisions of this Title.

E. Permits: A permit required by the Minnesota Fire Code may be obtained by submission of an application to the Lakeville Fire Chief along with any fee established by the City Council from time to time.

8-1-5: DEFINITIONS:

For the purposes of this chapter, except where the context otherwise requires, the terms defined herein shall have the meanings given them:

OPEN BURNING: The burning of any matter if the resulting combustion products are emitted directly into the atmosphere without passing through a stack, duct, or chimney, except a recreational or camp fire as defined herein. Mobile cooking devices such as charcoal grills, wood

smokers, manufactured hibachis, and propane or natural gas devices are not considered open burning devices.

RECREATIONAL FIRE: A fire, no more than three feet (3') in diameter, completely surrounded by non-combustible and non-smoke or odor-producing material, either natural rock, cement, brick, tile, blocks, or ferrous metal. Burning barrels are not a recreational fire site. Recreational fire sites shall not be located closer than twenty five feet (25') to any structure or combustible material.

8-1-6: OPEN BURNING:

A. **Adoption Of State Law By Reference:** The provisions of Minnesota Statutes chapter 88, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, permits, and all other matters pertaining to open burning are hereby adopted by reference and are made a part of this chapter as if set out in full. It is the intention of the City Council that all future amendments of Minnesota Statutes chapter 88, are hereby adopted by reference as if they had been in existence at the time this chapter was adopted.

B. **The City May Be More Restrictive Than State Law:** The Council is authorized to impose, and has imposed in this chapter, additional restrictions on open burning within its limits beyond those contained in Minnesota Statutes chapter 88, as it may be amended from time to time.

C. **Prohibited, Except By Permit:** No person shall start or allow any open burning on any property in the City without first having obtained an open burning permit.

D. **Application And Fees:**

1. Open burning permits shall be obtained by making application on a form prescribed by the DNR and adopted by the Lakeville Fire Department.

2. An open burning permit shall require the payment of a fee. Permit fees shall be in an amount established by the City Council.

E. **Exceptions:** A permit is not required for any fire which is a recreational fire that complies with the requirements of this chapter.

F. **Recreational Fire Requirements:** A recreational fire is subject to the following requirements:

1. A recreational fire is not permitted when a burning ban or air quality alert is in effect.

2. The recreational fire site shall have appropriate communication and fire suppression equipment available.

3. The recreational fire shall be attended to at all times by an adult. No fire may ever be allowed to smolder.

4. The recreational fire must be a minimum of ten feet (10') from property lines.
5. A recreational fire is not allowed if winds exceed fifteen (15) miles per hour.
6. Smoke from a recreational fire may not unreasonably impact neighboring property owners.

G. Prohibited Materials:

1. No person shall conduct, cause, or permit the open burning of oils, petroleum fuels, rubber, plastic, chemically treated materials, or other materials that produce excessive or noxious smoke such as, but not limited to: tires; railroad ties; treated, painted, or glued wood composite shingles; tar paper; insulation; composition board; sheet rock; wiring; or paint and paint filters.
2. No person shall conduct, cause, or permit the open burning of: hazardous waste or materials from salvage operations; solid waste generated from an industrial or manufactured process; materials from a service or commercial establishment; or building materials generated from demolition of commercial or institutional structures.
3. No person shall conduct, cause, or permit the open burning of discarded materials resulting from the handling, processing, storage, preparation, serving, or consumption of food.
4. No person shall conduct, cause, or permit the open burning of any leaves, brush, or grass clippings.

8-1-4: FIRES OR BARBECUES ON BALCONIES OR PATIOS:

- A. Open Flame Prohibited: In any structure containing three (3) or more dwelling units that have a common hallway and/or a shared means of egress, no person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, or on any ground floor patio within fifteen feet (15') of a structure.
- B. Fuel Storage Prohibited: No person shall store or use any fuel, barbecue, torch, or other similar heating or lighting chemical or device in the locations designated in subsection A of this section.
- C. Exception: Listed electric or gas fired barbecue grills that are permanently mounted and wired or plumbed to the building's gas supply or electrical system and that maintain a minimum clearance of eighteen inches (18") on all sides, unless listed for lesser clearances, may be installed on balconies and patios when approved by the Fire Chief.

SECTION 2. Title 8, Chapter 2 of the Lakeville City Code is hereby deleted in its entirety.

SECTION 3. **Effective Date.** This ordinance shall be effective immediately upon its passage and publication.

ADOPTED by the City Council of the City of Lakeville, Minnesota this ____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

TITLE 8 FIRE PREVENTION AND PROTECTION

CHAPTER 1 FIRE DEPARTMENT

SECTION:

~~8-1-1: Organization~~

~~8-1-1: Purpose~~

~~8-1-2: Personnel~~

~~8-1-2: Enforcing Officers; interference with Fire Department~~

~~8-1-3: Fire Lanes Established~~

~~8-1-14: Minnesota State Fire Code Adopted~~

~~8-1-25: DEFINITIONS~~Definitions:

~~8-1-36: Open Burning~~

~~8-1-47: Fires Or Barbecues On Balconies Or Patios~~

~~8-1-3: Firefighter Qualifications~~

~~8-1-4: Duties Of The Chief; Regulations~~

~~8-1-5: Acting Chief; Term And Duties~~

~~8-1-6: Compensation~~

~~8-1-7: Interference With Department~~

~~8-1-1: ORGANIZATION:~~

~~A. The fire department of this city is hereby continued and shall operate, pursuant to the provisions of this chapter.~~

~~B. The members of the fire department may organize themselves into a firefighter's relief association in accordance with state law.~~

~~{Ord. 887, 2-21-2012; amd. Ord. 1041, 2-16-2021}~~

~~8-1-1: Purpose:~~

~~{a) To provide for the reasonable protection of life and property from the hazards of fire and explosive materials. To reduce and manage amounts of flammable, combustible, and~~

hazardous materials, reduce ignition hazards, ensure safe emergency evacuation of occupants, and allow for quick emergency response.

(b) The Fire Chief shall administer and enforce this chapter as the Fire Code of the city.

8-1-2: Enforcing Officers; interference with Fire Department

(a) ~~The Fire Chief and Fire Marshal shall have the authority to issue a citation in lieu of arrest or continued detention for any violation of this chapter, the state code or Minnesota Rules, part 7510.0200 et seq.~~

(b) ~~No person shall refuse or neglect to obey any reasonable order of the Chief or the Chief's designee at an emergency scene or interfere with the Fire Department in the discharge of its duties.~~

8-1-2: PERSONNEL:

A. ~~The department shall be composed of a full time fire chief and a number of firefighters as specifically authorized by the city council.~~

B. ~~The officers of the department shall include the chief and other officers as deemed necessary by the chief. The chief and department officers must meet the qualifications set forth in the position descriptions.~~

C. ~~The chief shall be appointed, following a selection process, by the city administrator and report to the city administrator. The selection of the chief must be confirmed by the city council.~~

D. ~~Officers shall be appointed by the chief with approval by the city administrator. (Ord. 887, 2-21-2012)~~

8-1-3: FIREFIGHTER QUALIFICATIONS:

A. General: ~~Appointments to the Fire Department shall be on a nondiscriminatory basis, subject to the applicant meeting the requirements of a firefighter as set forth in the position description. No person shall commence any firefighter duties until that person has been appointed by the city administrator as recommended by the Fire Chief.~~

B. Age: ~~No person shall be appointed to the fire department who, on the effective date of initial appointment, is less than eighteen (18) years of age.~~

C. Probationary Period: ~~All firefighters shall serve a probationary period of at least twenty four (24) months commencing on the effective date of initial appointment. The probationary period shall be considered a part of the examination process.~~

~~(Ord. 887, 2-21-2012; amd. Ord. 1041, 2-16-2021)~~

8-1-4: DUTIES OF THE CHIEF; REGULATIONS:

A. ~~The chief shall be responsible to the city council, under the direction of the city administrator. The Fire Chief shall oversee all Fire Department operations including to but not limited to; fire code enforcement, staffing, training, reports and record keeping, public informational programming and budgeting. When necessary and appropriate, the Fire Chief shall oversee firefighters at the scene of emergency incidents. The chief shall submit quarterly and annual reports to the city council concerning the activities of the department. Specific duties of the fire chief shall be prescribed in a job description prepared by the city's human resources manager in consultation with the city administrator.~~

B. ~~The Fire Chief shall be responsible for the development and enforcement of a policies and procedures manual relating to the safe and prudent operation of the Fire Department.~~

C. The Fire Chief shall be responsible for keeping of adequate records as may be required by city council and state fire marshal.

(Ord. 887, 2-21-2012; amd. Ord. 1041, 2-16-2021)

~~8-1-5: ACTING CHIEF; TERM AND DUTIES:~~

~~In the absence or disability of the chief, the next highest ranking officer in the department, according to the chain of command previously established by the chief, shall assume the full authority and responsibility of the chief. (Ord. 887, 2-21-2012)~~

~~8-1-6: COMPENSATION:~~

~~The city council shall determine by resolution firefighters' compensation. (Ord. 887, 2-21-2012)~~

~~8-1-7: INTERFERENCE WITH DEPARTMENT:~~

~~No person shall refuse or neglect to obey any reasonable order of the fire chief or the fire chief's designee at an emergency scene or interfere with the fire department in the discharge of its duties. (Ord. 887, 2-21-2012)~~

~~8-1-3: FIRE LANES ESTABLISHED:~~

~~The Fire Chief or Police Chief may order the establishment of fire lanes on public or private property as may be necessary in order that the travel of fire equipment may not be interfered with, and that access to fire hydrants or buildings may not be blocked. When a fire lane has been ordered to be established, it shall be marked by a sign bearing the words "No Parking-Fire Lane" or the international symbol for no parking "(P/)". When the fire lane is on public property or a public right of way, the signs shall be erected by the City, and when on private property, shall be erected by the owner at the owner's expense within thirty (30) days after such owner has been notified of the order. Thereafter no person shall park a vehicle or otherwise occupy or obstruct the fire lane. Violators will be tagged and/or towed at the owner's expense. (Ord. 240, 4-2-84)~~

8-1-~~4~~1: Minnesota State Fire Code Adopted

A. Incorporation By Reference: The City incorporates by reference the Minnesota State Fire Code as adopted pursuant to Minnesota Statutes, Section 299F.011, and as modified by Minnesota Rules, Chapter established in chapter 7511, of the Minnesota Rules, one (1) copy of which is on file with the Office of the Lakeville Fire Chief. Every provision contained in the Minnesota State Fire Code, except as modified or amended by this chapter, is hereby adopted and made a part of this chapter as if fully set forth herein.

B. Jurisdiction: Wherever the word "jurisdiction" is used in the Minnesota State Fire Code, it shall be held to mean the City of Lakeville.

C. Code: Whenever the term "this code" is used in the Minnesota State Fire Code or this Title, it shall mean the code adopted pursuant to this Title.

DC. Enforcement Official: The Fire Chief serving the City, or the Fire Chief's representative as authorized by the City Administrator, shall administer and enforce the provisions of this sectionTitle.

~~ED~~. Permits: A permit required by the Minnesota Fire Code may be obtained by submission of an application to the Lakeville Fire Chief along with any fee established by the City Council from time to time.

8-1-~~25~~: DEFINITIONS:

For the purposes of this chapter, except where the context otherwise requires, the terms defined herein shall have the meanings given them:

OPEN BURNING: The burning of any matter if the resulting combustion products are emitted directly into the atmosphere without passing through a stack, duct, or chimney, except a recreational or camp fire as defined herein. Mobile cooking devices such as charcoal grills, wood smokers, manufactured hibachis, and propane or natural gas devices are not considered open burning devices.

RECREATIONAL FIRE: A fire, no more than three feet (3') in diameter, completely surrounded by non-combustible and non-smoke or odor-producing material, either natural rock, cement, brick, tile, blocks, or ferrous metal. Burning barrels are not a recreational fire site. Recreational fire sites shall not be located closer than twenty five feet (25') to any structure or combustible material. (Ord. 983, 7-5-2017)

8-1-~~36~~: OPEN BURNING:

A. Adoption Of State Law By Reference: The provisions of Minnesota Statutes chapter 88, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, permits, and all other matters pertaining to open burning are hereby adopted by reference and are made a part of this chapter as if set out in full. It is the intention of the City Council that all future amendments of Minnesota Statutes chapter 88, are hereby adopted by reference as if they had been in existence at the time this chapter was adopted.

B. The City May Be More Restrictive Than State Law: The Council is authorized to impose, and has imposed in this chapter, additional restrictions on open burning within its limits beyond those contained in Minnesota Statutes chapter 88, as it may be amended from time to time.

C. Prohibited, Except By Permit: No person shall start or allow any open burning on any property in the City without first having obtained an open burning permit.

D. Application And Fees:

1. Open burning permits shall be obtained by making application on a form prescribed by the DNR and adopted by the Lakeville Fire Department.

2. An open burning permit shall require the payment of a fee. Permit fees shall be in an amount established by the City Council.

E. Exceptions: A permit is not required for any fire which is a recreational fire that complies with the requirements of this chapter.

F. Recreational Fire Requirements: A recreational fire is subject to the following requirements:

1. A recreational fire is not permitted when a burning ban or air quality alert is in effect.
2. The recreational fire site shall have appropriate communication and fire suppression equipment available.
3. The recreational fire shall be attended to at all times by an adult. No fire may ever be allowed to smolder.
4. The recreational fire must be a minimum of ten feet (10') from property lines.
5. A recreational fire is not allowed if winds exceed fifteen (15) miles per hour.
6. Smoke from a recreational fire may not unreasonably impact neighboring property owners.

G. Prohibited Materials:

1. No person shall conduct, cause, or permit the open burning of oils, petroleum fuels, rubber, plastic, chemically treated materials, or other materials that produce excessive or noxious smoke such as, but not limited to: tires; railroad ties; treated, painted, or glued wood composite shingles; tar paper; insulation; composition board; sheet rock; wiring; or paint and paint filters.
2. No person shall conduct, cause, or permit the open burning of: hazardous waste or materials from salvage operations; solid waste generated from an industrial or manufactured process; materials from a service or commercial establishment; or building materials generated from demolition of commercial or institutional structures.
3. No person shall conduct, cause, or permit the open burning of discarded materials resulting from the handling, processing, storage, preparation, serving, or consumption of food.
4. No person shall conduct, cause, or permit the open burning of any leaves, brush, or grass clippings.

8-1-~~47~~: FIRES OR BARBECUES ON BALCONIES OR PATIOS:

A. Open Flame Prohibited: In any structure containing three (3) or more dwelling units that have a common hallway and/or a shared means of egress, no person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, or on any ground floor patio within fifteen feet (15') of a structure.

B. Fuel Storage Prohibited: No person shall store or use any fuel, barbecue, torch, or other similar heating or lighting chemical or device in the locations designated in subsection A of this section.

C. Exception: Listed electric or gas fired barbecue grills that are permanently mounted and wired or plumbed to the building's gas supply or electrical system and that maintain a minimum clearance of eighteen inches (18") on all sides, unless listed for lesser clearances, may be installed on balconies and patios when approved by the Fire Chief.

8-1-5: FIRE LANES ESTABLISHED:

The Fire Chief or Police Chief may order the establishment of fire lanes on public or private property as may be necessary in order that the travel of fire equipment may not be interfered with, and that access to fire hydrants or buildings may not be blocked. When a fire lane has

been ordered to be established, it shall be marked by a sign bearing the words "No Parking-Fire Lane" or the international symbol for no parking "(P/)". When the fire lane is on public property or a public right of way, the signs shall be erected by the City, and when on private property, shall be erected by the owner at the owner's expense within thirty (30) days after such owner has been notified of the order. Thereafter no person shall park a vehicle or otherwise occupy or obstruct the fire lane. Violators will be tagged and/or towed at the owner's expense.

CHAPTER 2 FALSE ALARMS

SECTION:

8-2-1: Purpose

8-2-2: Definitions

8-2-3: False Alarms; Penalties

8-2-4: Collection Of False Alarm Emergency Service Charges

8-2-1: PURPOSE:

The purpose and intent of this chapter is to protect the health, safety and welfare of the residents of the City. Responding to false alarms depletes the limited resources, people and equipment, with which the City has to respond to emergencies. Further, increased development in the City creates additional demands on the resources of the Police and Fire Department. Therefore, in order to protect the residents of the City by maximizing the limited resources available to the City, this section attempts to encourage alarm users to properly maintain and use their alarm systems. (Ord. 1017, 10-7-2019)

8-2-2: DEFINITIONS:

The following terms shall have the following meanings for the purpose of this chapter:

ALARM SYSTEM: Any instrument or other device that, as one of its purposes, is used to protect buildings, premises or persons from criminal acts, unauthorized entries or acts of nature by warning persons of crime, unauthorized entry and acts of nature through the emission or transmission of a sound or signal designed to prompt a response by Police or Fire Departments.

ALARM USER: Any person, employee, firm, partnership, association, corporation, company or organization of any kind which uses or is in control of an alarm system, regardless of whether it owns or leases the system.

FALSE ALARM: Any activation of an alarm system that results in a response by the Police or Fire Department where an emergency situation does not exist. "False Alarm" includes, but is not limited to, activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligent use or maintenance of the alarm system by its owner or lessee or by the owner's or lessee's employees or agents. "False Alarm" does not include activation of the alarm by utility company power outages or by climatic conditions such as tornadoes, lightning, earthquakes, other violent conditions of nature, or any other conditions which are clearly beyond the control of the alarm manufacturer, installer and owner. "False Alarm" does not include activation of an alarm system as the result of an effort or order to upgrade, install, test, or maintain the system, if the Police/Fire Dispatcher and, where applicable, central monitoring agency for the alarm system are each notified in advance of the upgrade, installation, test or maintenance.

(Ord. 1017, 10-7-2019)

8-2-3: FALSE ALARMS; PENALTIES:

The City will impose emergency service charges per the official fee schedule on any alarm user for each false alarm in excess of the first call per calendar year. (Ord. 1017, 10-7-2019)

8-2-4: COLLECTION OF FALSE ALARM EMERGENCY SERVICE CHARGES:

A. If the emergency service charges remain unpaid after thirty (30) days' notice of delinquency is sent to the alarm user, the City will use all practical and reasonable legal means to collect the

emergency service charge. The alarm user shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.

B. If the emergency service charge remains unpaid for thirty (30) days after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid emergency service charge to the County Auditor in which the recipient of the services owns real property for collection with property taxes. The County Auditor is responsible for remitting to the City all charges collected on behalf of the City. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.
(Ord. 1017, 10-7-2019)

CHAPTER 2 EXPLOSIVES – This is covered under fire code.

SECTION:

8-2-1: Scope

8-2-2: Definitions

8-2-3: Mandatory Permits For Acquisition And Use

8-2-3-1: Permits Required

8-2-3-2: Permit Application

8-2-3-3: Investigation

8-2-3-4: Grant, Deny Permits (Rep. by Ord. 728, sec. 3, 3-17-2003)

8-2-3-5: Permit Fees, Term

8-2-3-6: Transfer Of Permit

8-2-3-7: Permit Revocation

8-2-4: Seller's Record To Be Kept

8-2-5: Storage And Security Requirements

8-2-6: Report Of Thefts

8-2-7: Bomb Threats

8-2-1: SCOPE 1 :

A. This chapter shall apply to the manufacture, keeping, having, storage, sale, transportation and use of explosives and blasting agents.

B. It shall not apply to the following:

1. Transportation of explosives or blasting agents when under the jurisdiction of and in compliance with the regulations of the federal department of transportation.
2. Shipment, transportation and handling of military explosives by the armed forces of the United States and the state militia.
3. Transportation and use of explosives or blasting agents in the normal and emergency operation of federal agencies or operation of federal agencies or state or municipal fire and police departments, providing performance of their duties, they are acting in their official capacities and in the proper performance of their duties.
4. Sale and use (public display) of pyrotechnics and commonly known as fireworks 2 .

C. This chapter shall not apply to the following commodities and items:

1. Stocks of small arms ammunition; propellant actuated power cartridges; small arms ammunition primers in quantities of less than one million (1,000,000), smokeless propellant in quantities of less than seven hundred fifty (750) pounds.
2. Explosive actuated power devices when in quantities of less than fifty (50) pounds net weight of explosives.
3. Fuse lighters and fuse igniters.
4. Safety fuse (safety fuse does not include cordeau detonnant fuse), and 3/32 inch cannon fuses or matchlock fuses (slow match).
5. The sale or transfer of black powder or other commonly used nonsmokeless propellant in individual transactions involving quantities of five (5) pounds or less when used for muzzle loaded sports equipment or used in the hand loading of sports equipment. (Ord. 47, sec. 1, 1970)

Notes 1

1. MSA 412.221,
subdivisions 17 and 32;
299F.73.



Date: 4/21/2025

Proposal from Farmers Mill and Elevator, Inc. for Grand Prairie Park Fertilizer

Proposed Action

Staff recommends adoption of the following motion: Move to accept proposal from Farmers Mill and Elevator, Inc. for Grand Prairie Park fertilizer.

Overview

The construction of Grand Prairie Park was approved as a part of the November 2021 Park Bond Referendum. Staff have reviewed options from multiple suppliers and consultants to develop a fertilization plan for the grow in of the athletic fields. Fertilizer will be incorporated into the soil prior to seeding taking place in May. Farmers Mill and Elevator (FMX) was selected to provide the fertilizer for Grand Prairie Park. FMX has a strong relationship with the general contractor for the project (Friedges Contracting, LLC) and will coordinate the delivery and application of the materials on the property. FMX is the sole supplier of this product as they are the only supplier able to deliver the quantity of product required in a tender truck. Without the tender truck, 640 bags of fertilizer would need to be hand delivered to the project site, greatly increasing labor costs.

At this time, Staff is recommending the Mayor and City Council approve the purchase of the fertilizer from Farmers Mill and Elevator, Inc. in the amount of \$24,240.

Supporting Information

1. Proposal dated April 11, 2025 (for signature)

Financial Impact: \$24,240.00 **Budgeted:** Yes **Source:** Park Bond Referendum
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Mark Kruse, Parks Superintendent

FARMERS MILL AND ELEVATOR INC.

27920 Danville Avenue

P.O. Box 488

Castle Rock, MN 55010

Telephone (651)463-1316 Cellular 651-775-0880 FAX (651)463-1317

Grain – Feed – Seed – Fertilizer – Chemicals

TO: CITY OF LAKEVILLE

MARK KRUSE, PAUL MISKIMIN

Project: GRAND PRAIRIE PARK

Location: LAKEVILLE, MN

Duration: 2025 season

Quotation

Date: APRIL 11 2025

ITEM DESCRIPTION	QTY	UNIT	VALUE	TOTAL
SUSTANE 4-4-4 BOLSTER	32000	LBS	\$0.7575	\$24,240.00
16 ACRES ATHLETIC FIELDS				
				\$24,240.00

*Price quotes valid for 30 days unless otherwise noted _____

Mike Zeidlhack

Quoted by

APRIL 11 2025

Date

Please note:

Date: April 21, 2025

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk



Date: 4/21/2025

**Agreement with Twin Cities Recreation, Inc. for Marion Fields Park Playground
Equipment Installation**

Proposed Action

Staff recommends adoption of the following motion: Move to Approve the Agreement with Twin Cities Recreation, Inc. for the installation of Marion Fields Park playground equipment.

Overview

The Marion Fields Park playground is over 23 years of age and has been budgeted to be replaced in 2025. The 2025 approved Park Improvement Fund includes \$113,000 to replace the playground, which consists of items such as the playground equipment, installation, concrete perimeter curbing and engineered wood fiber. Staff have been working with Twin Cities Recreation, Inc. to coordinate installation of the new playground equipment.

At this time, Staff is recommending the Mayor and City Council approve the Agreement with Twin Cities Recreation, Inc. for the installation of Marion Fields Park playground equipment in the amount of \$20,982.82. The equipment will be purchased from a separate contractor.

Supporting Information

1. Agreement with Twin Cities Recreation, Inc.
2. Estimate dated March 13, 2025

Financial Impact: \$20,982.82 Budgeted: Yes Source: Park Improvement Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Mark Kruse, Parks Superintendent
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**AGREEMENT BETWEEN CITY OF LAKEVILLE
AND TWIN CITIES RECREATION, INC.
FOR MARION FIELDS PARK PLAYGROUND EQUIPMENT INSTALLATION**

THIS AGREEMENT made this 21st day of April 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **TWIN CITIES RECREATION, INC.**, (“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. Contractor’s Estimate dated March 13, 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 “B” 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 Estimate. 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 95% 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 and 80% of the permanent cover is established, as determined by the Parks Superintendent.

5. COMPLETION DATE. The Work must be completed by September 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:
TWIN CITIES RECREATION, INC.

BY: _____
Luke Hellier, Mayor

BY: Wade Walter

Its: W.W.

AND _____
Ann Orlofsky, City Clerk

ESTIMATE

TWIN CITIES RECREATION, INC.
17708 Flair Cir
Farmington, MN 55024

Tcreationinc@gmail.com
+1 (612) 269-1181



Bill to
Mark Kruse
City of Lakeville

Estimate details
Estimate no.: 1529
Estimate date: 03/13/2025
Expiration date: 08/31/2025

P.O. Number: Marion Fields
Sales Rep: 1

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.		Playground installation		Installation of BCI Burke equipment proposal #100-198064-1	1	\$18,982.82	\$18,982.82
2.		Lull Machine		Lull Needed	1	\$2,000.00	\$2,000.00
Total						\$20,982.82	

Note to customer

Your estimate is ready. Please do reach out if there are any questions.
We look forward to the opportunity of doing business with you.

Regards,
Twin Cities Recreation, INC.

Expiry date 08/31/2025

Accepted date Accepted by



Date: 4/21/2025

Agreement with Xcel Energy for Streetlight Replacement

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreements with Xcel Energy for the replacement of streetlights on 212th Street, 205th Street and Impatiens Way

Overview

Staff is requesting City Council approval of three agreements with Xcel Energy to replace non-functioning streetlights located on 212th Street, 205th Street, and Impatiens Way. These streetlights are over 25 years old and have exceeded their expected service life.

The City contracts with both Dakota Electric Association and Xcel Energy for the maintenance and operation of all streetlights within the public right-of-way. The streetlights proposed for replacement fall within Xcel Energy's service territory.

Under the proposed agreements, the City would continue to pay the monthly electricity and maintenance fees, while Xcel Energy would maintain the new streetlights for a period of 25 years.

Supporting Information

1. 9194 212th St W Street Light Replacement Agreement
2. 10684 205th St W Streetlight Replacement Agreement
3. 20433 Impatiens Way Streetlight Replacement Agreement

Financial Impact: \$52,059.05 Budgeted: Yes Source: Streetlight Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following streetlight facilities:

Customer: **City of Lakeville**

Address: **20195 Holyoke Avenue**

City: **Lakeville**

State: **MN**

Zip Code: **55044**

Project charges of: **Eighteen thousand six hundred forty-nine dollars and 42/100** Dollars: **\$18,649.42**

In accordance with the following terms of payment: **Payment due 30 days after construction is completed.**

For Association or City of: **City of Lakeville will be billed monthly rate per luminaire after installation. Acct #5924012.**

Streetlights/Facilities Location: **9194 212th St W, Lakeville MN 55044**

Rate Code: **A30 Pre-Pay Option, 14,000 Lumens. Current monthly rate after installation is \$7.92 per luminaire.**

Rate Code: **A30 Pre-Pay Option, 6,000 Lumens. Current monthly rate after installation is \$6.17 per luminaire.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

After 25 years the city will need to pay Xcel Energy to replace lights, poles, cable & conduit.

Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES.

Installation of Company Owned streetlight facilities consisting of:	
Designation of Lamps: Remove existing expired Pre-Pay Option rate streetlights and abandon existing cable. Install new LED traditional, cobra fixture, & 18 ft, 30 ft. pole. Install new cable and conduit by bore, 550' #6 duplex secondary cable and 550' 1½ conduit. Pole locations to be staked by the customer prior to installation. Restoration (black dirt and seed) included. Design sketch is located on page 5 of this contract.	Number of Luminaries: 1- cobra fixture (14,000 Lumens) Fixture Color – grey. 1- 30 ft. direct buried fiberglass pole Pole Color – dark bronze. 1- Traditional fixture (6,000 Lumens) Fixture Color – dark bronze. 1- 18 ft. direct buried fiberglass pole Pole Color – dark bronze.
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated.

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Lakeville**

Xcel Energy

By: _____

By: **Christie Black**

Digitally signed by Christie Black
Date: 2025.04.01 14:18:16 -05'00'

Title: _____

Title: **Christie A. Black, Operations Manager –**

Minnesota as authorized agent for Northern States Power Co.

XCEL ENERGY USE ONLY	Date: 04/01/25	Div: Newport
Xcel Energy Outdoor Project Coordinator:	Angela Adesoro	
Xcel Energy Project Number:	SAP Notification #15141668	
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the streetlight installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer monthly for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company

ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

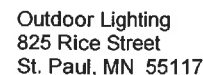
17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement, nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the private property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

- 26. Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
- 27. Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.



26. Other. It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.

27. Governing Law. The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.





Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following streetlight facilities:

Customer: **City of Lakeville**

Address: **20195 Holyoke Avenue**

City: **Lakeville**

State: **MN**

Zip Code: **55044**

Project charges of: **Twenty-eight thousand five hundred nine dollars and 59/100**

Dollars: **\$28,509.59**

In accordance with the following terms of payment: **Payment due 30 days after construction is completed.**

For Association or City of: **City of Lakeville will be billed monthly rate per luminaire after installation. Acct #5924012.**

Streetlights/Facilities Location: **205th St W, Lakeville MN 55044**

Rate Code: **A30 Pre-Pay Option, 4,000 Lumens. Current monthly rate after installation is \$5.59 per luminaire.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

After 25 years the city will need to pay Xcel Energy to replace lights, poles, cable & conduit.

Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES.

Installation of Company Owned streetlight facilities consisting of:

Designation of Lamps:

Remove existing expired Pre-Pay Option rate streetlights and abandon existing cable.

Install new LED traditional fixtures and 18 ft. fiberglass poles.
Install new cable and conduit by bore, 1020' #6 duplex
secondary cable and 1020' 1½ conduit.

Pole locations to be staked by the customer prior to installation.

Restoration (black dirt and seed) included.

Design sketch is located on page 5 of this contract.

Number of Luminaries:

3- Traditional fixtures (4,000 Lumens)
Fixture Color – dark bronze.

3- 18 ft. direct buried fiberglass poles
Pole Color – dark bronze.

Project charges valid for 60 days from signing of contract.

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated.

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Lakeville**

Xcel Energy

By: _____

By: **Christie Black**

Digitally signed by Christie Black
Date: 2025.04.01 13:35:35 -05'00'

Title: _____

Title: **Christie A. Black, Operations Manager –**

**Minnesota as authorized agent for Northern
States Power Co.**

XCEL ENERGY USE ONLY	Date: 04/01/25	Div: Newport
Xcel Energy Outdoor Project Coordinator:	Angela Adesoro	
Xcel Energy Project Number:	SAP Notification #15135960	
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the streetlight installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer monthly for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company

ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

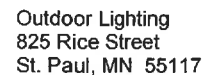
17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement, nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the private property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

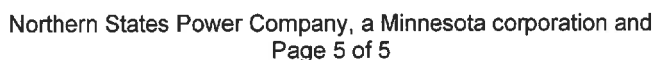
Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

- 26. Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
- 27. Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.



26. Other. It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.

27. Governing Law. The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.



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Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following streetlight facilities:

Customer: **City of Lakeville**

Address: **20195 Holyoke Avenue**

City: **Lakeville**

State: **MN**

Zip Code: **55044**

Project charges of: **Four thousand nine hundred nine dollars and 05/100**

Dollars: **\$4,900.05**

In accordance with the following terms of payment: **Payment due 30 days after construction is completed.**

For Association or City of: **City of Lakeville will also be billed monthly rate per luminaire after installation. Acct #5924012.**

Streetlights/Facilities Location: **20433 Impatiens Way, Lakeville MN 55044**

Rate Code: **A30 Pre-Pay Option, 4,000 Lumens. Current monthly rate after installation is \$5.59 per luminaire.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

After 25 years the city will need to pay Xcel Energy to replace lights, poles, cable & conduit.

Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES.

Installation of Company Owned streetlight facilities consisting of:	
<u>Designation of Lamps:</u>	<u>Number of Luminaries:</u>
Remove existing expired Pre-Pay Option rate streetlight and abandon existing cable.	1- Traditional fixture (4,000 Lumens) Fixture Color – dark bronze.
Install new LED Traditional fixture and 18 ft. fiberglass pole.	1- 18 ft. direct buried fiberglass pole Pole Color – dark bronze.
Install new cable and conduit by bore, 95' #6 underground duplex secondary cable and 95' 1½ conduit.	
Pole location to be staked by the customer prior to installation.	
Restoration (black dirt and seed) included in this contract.	
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated.

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Lakeville**

Xcel Energy

By: _____

By: **Christie Black** Digitally signed by Christie Black
Date: 2025.03.27 20:54:52 -05'00'

Title: _____

Christie A. Black, Operations Manager –
Minnesota as authorized agent for Northern
States Power Co.

XCEL ENERGY USE ONLY	Date: 03/24/25	Div: Newport
Xcel Energy Outdoor Project Coordinator:	Angela Adesoro	
Xcel Energy Project Number:	SAP Notification #15163475	
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the streetlight installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer monthly for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company

ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

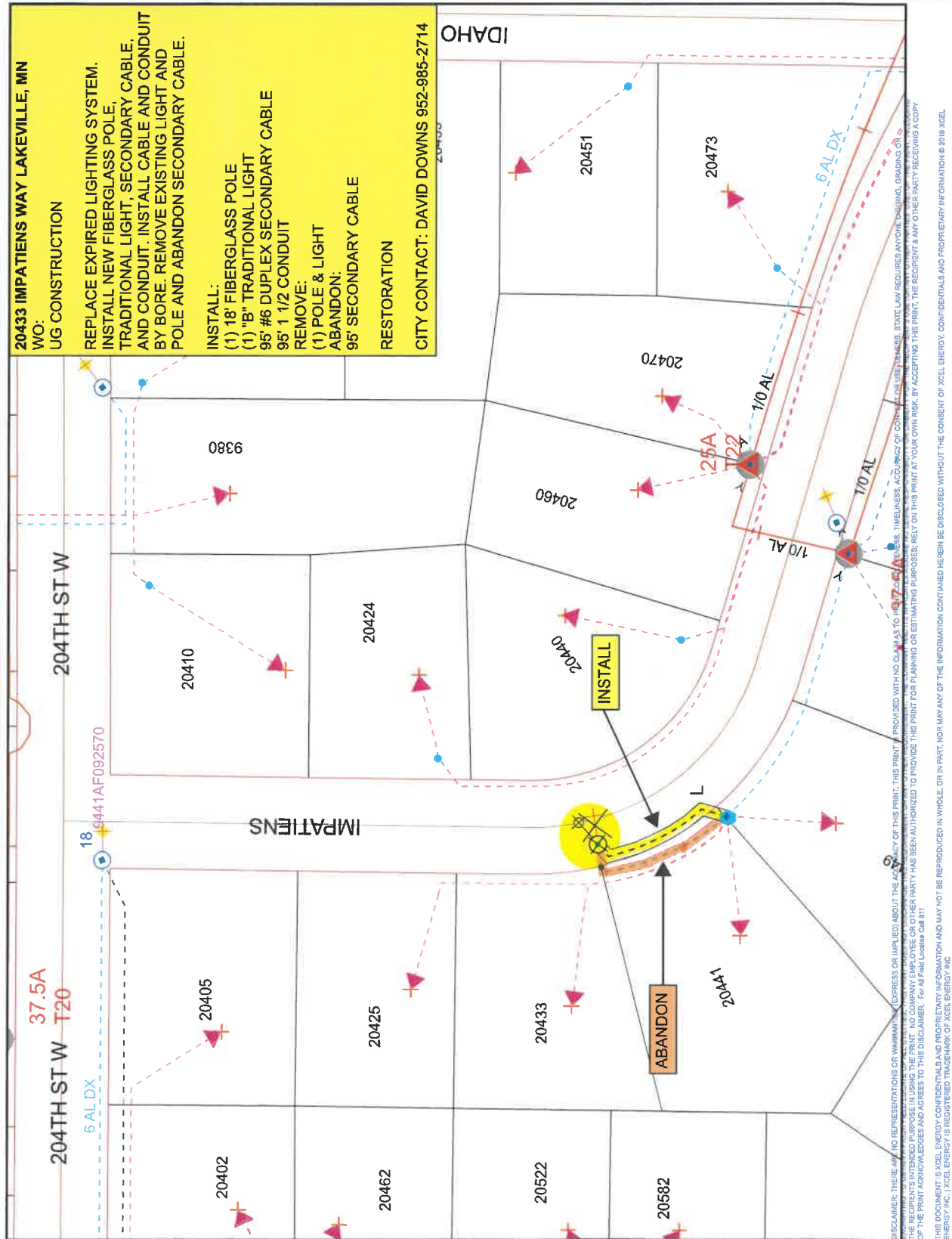
17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement, nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the private property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

- 26. Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
- 27. Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.



Work Order Information	
Service Request #	000015163476
Design Number	00001207090
Designer/Planner ID	243934
Designer/Planner Name	
Designer/Planner Ph #	612-346-2852
Manager/Approval	
Job Title E: G: T: C:	
Division County City Address	
Design Location Neaport Dakota Lakawille 20403 IMPATIENS WAY	
T: 114N R: 20W Map #: AF092 Parcel :	
Feeder: Pressure :	
Phase: Material :	
System : Size :	
Dead End Dead End	
Work Order #	
Date: 3/31/2025 Sketch: 11 Of 11 Sketch Data Scale: 1" equals 55'	

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO _____ FOREMAN _____ DATE _____
TEAM LEADER _____



Date: 4/21/2025

Airlake DEA 2nd Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Airlake DEA 2nd Addition final plat.

Overview

Dakota Electric Association has submitted a final plat for Airlake DEA 2nd Addition. The plat consists of one lot and one outlot on a 77.85 acre parcel. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street. The City Council approved the preliminary plat for Airlake DEA 2nd Addition on March 3, 2025 and the Airlake DEA final plat on March 17, 2025. The new headquarters for Dakota Electric Association includes 70,000 square feet of office space in addition to warehouse and maintenance storage as well as enclosed storage for company vehicles. The Airlake DEA 2nd Addition final plat is consistent with the approved preliminary plat and the final plat plans have been reviewed by Engineering staff.

Supporting Information

1. Final Plat Resolution
2. Development Contract
3. Stormwater Maintenance Agreement
4. Planning and Engineering Staff Reports 3-19-25
5. A -B Maps
6. C-D Final and Prelim Plat
7. E- G Civil Plans
8. H- I Photometric and Elevations

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

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT
OF AIRLAKE DEA 2nd ADDITION**

WHEREAS, the owner of the property described as **AIRLAKE DEA 2nd ADDITION** 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 2nd ADDITION** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, stormwater agreement, and the stipulations and requirements listed in the Engineering Division memorandum dated March 19, 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 **21st** day of April 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 21st day of April 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 2ND ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **DAKOTA ELECTRIC ASSOCIATION**, a Minnesota cooperative (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a site plan and plat for ***AIRLAKE DEA 2ND ADDITION*** (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:

Outlot B, Airlake DEA, Dakota County, Minnesota, according to the recorded plat thereof.

[to be platted as Airlake DEA 2nd Addition, Dakota County, Minnesota.]

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the site plan and 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 180 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 - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape 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.

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

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. 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.

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 plans include a detailed erosion and sediment control plan. The Developer must submit an erosion control plan that is compliant with City standards and meets all the requirements of the MPCA Construction Permit.

The Developer is responsible for the establishment of native vegetation around the stormwater management basin within the buffer area. Redundant silt fence is required along all waterways that do not have an established 50-foot buffer. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$2,150,000.00	x 2.0%	= \$43,000.00
Grading Cost	2025 Rate	MS4 Administration Fee
Airlake DEA 2 nd Addition		Airlake DEA 2 nd Addition

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 the 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. The City will withhold issuance

of a Certificate of Occupancy until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of the Certificate of Occupancy.

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 draw 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.

A certified as-built building pad survey must be submitted and approved for commercial, industrial or institutional developments prior to issuance of a building permit.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Airlake DEA 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, contractors, 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, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.

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 and as-built record drawing preparation 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. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct a privately owned and maintained stormwater management infiltration basin to collect and treat the stormwater runoff generated from the site. The Developer shall enter into a maintenance agreement and grant an easement to the City over the private stormwater improvements in a recordable form approved by the City. The Developer shall submit an approved final stormwater management plan for the site prior to recording of the Airlake DEA 2nd Addition final plat.

Following completion of the site improvements and restoration, the Developer shall conduct two double ring infiltrometer tests in the location of the filtration basins to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a \$10,000.00 security with the final plat to ensure that this testing is completed.

The Developer shall construct public storm sewer within 222nd Street right-of-way to collect and convey runoff generated from within the development to the north via an existing drainage swale to an identified wetland and DNR identified trout stream.

The Developer shall construct privately owned and maintained storm sewer within the development to collect and convey stormwater runoff generated within the private lot to the privately owned and maintained infiltration basin.

Storm Sewer Charge Summary		
Gross Area of Airlake DEA 2 nd Addition		3,391,146.00 s.f.
Gross Area of 222 nd Street Right-of-Way	(+)	105,913.00 s.f.
Less Area of Outlot A (Future Development)	(-)	1,714,086.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	1,782,973.00 s.f.
1,782,973.00 s.f.	x \$0.250/s.f.	= \$445,743.25
Net Area Airlake DEA 2 nd Addition	2025 Unit Rate (Commercial and Industrial)	Storm Sewer Charge Airlake DEA 2 nd Addition

The Storm Sewer Charge for Outlot A 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.

20. SANITARY SEWER. Airlake DEA 2nd Addition is located within the South Creek sanitary sewer district as identified in the City’s Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via existing sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

The Developer shall construct privately owned and maintained 8-inch sanitary sewer within the development and connect to the sanitary sewer stub constructed with the extension of 222nd Street.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and shall be paid by the Developer with the final plat, calculated as follows:

1 unit	x \$327.00	= \$327.00
Total Units Airlake DEA 2 nd Addition	2025 Unit Rate	Sanitary Sewer Availability Charge Airlake DEA 2 nd Addition

The Sanitary Sewer Availability Charge for Outlot A will be collected with subsequent phases of the Airlake DEA 2nd Addition preliminary plat at the time Outlot A is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall construct privately owned and maintained 6-inch watermain within the development and connect to the water stub constructed with the extension of 222nd Street.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from 222nd Street within Lakeville. Access from 225th Street falls under the jurisdiction of Eureka Township.

23. FUTURE CSAH 70 IMPROVEMENTS. Future CSAH 70 will require future right-of-way dedication along Outlot A, Airlake DEA 2nd Addition. The right-of-way dedication will be required to follow the recommendations and requirements of the Dakota County Plat Commission.

24. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

Park Dedication Summary

Gross Area of Airlake DEA 2 nd Addition	77.85 ac.
Less Area of Outlot A (Future Development)	(-) 39.35 ac.
Total Park Dedication Area	= 38.5 ac.

38.5 acres	x \$5,615.00	= \$216,177.50
Total Acreage Airlake DEA 2 nd Addition Lot 1, Block 1	2025 Unit Rate (Industrial)	Park Dedication Fee Airlake DEA 2 nd Addition

The Developer shall satisfy the park dedication requirement for Outlot A with subsequent phases of the Airlake DEA 2nd Addition preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

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

one-year of environmental resources management expenses with the final plat, calculated as follows:

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Airlake DEA 2 nd Addition			Airlake DEA 2 nd Addition

26. LANDSCAPING. Landscaping shall be installed in accordance with the approved

landscape plan. The Developer shall post a \$250,000.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection.

27. TREE PRESERVATION. One tree has been identified to be removed outside of the plat

boundary. The Developer must obtain written permission from the abutting property owner to allow for removal of the tree. The Developer shall provide a tree preservation plan approved by the City prior to recording of the Airlake DEA 2nd Addition final plat in accordance with city ordinance 10-4-11.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

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

- A. Implementation of the recommendations listed in the March 19, 2025, Planning Report, and March 19, 2025, Engineering Report.
- B. Site Lighting shall not exceed one foot candle at the property line along right of way. The light pole height may not exceed 35 for height and the fixture style shall be a downcast LED light consistent with the Zoning Ordinance requirements.
- C. All signs shall comply with the Zoning Ordinance requirements for the I-2 District. A sign permit shall be issued by the Planning Department prior to the installation of any signs.

- D. Ground mounted mechanical equipment must be screened from view with landscaping and fencing. Screening materials must be aesthetically harmonious and compatible with the building.
- E. The Developer shall obtain an administrative permit for the three fuel tanks located along the westerly property boundary.
- F. 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.
- G. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- H. 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, or letter of credit, in the form attached hereto, from a bank ("security") for \$316,483.75. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$5,000.00
B. Watermain	5,000.00

C. Storm Sewer/Draintile	35,489.00
D. Erosion Control and Restoration	<u>5,000.00</u>
CONSTRUCTION SUB-TOTAL	\$50,489.00
OTHER COSTS:	
A. Developer's Design (3.0%)	\$1,511.67
B. Developer's Construction Survey (2.5%)	1,259.73
C. City Legal Expenses (Est. 0.5%)	251.95
D. City Construction Observation (Est. 5.0%)	2,519.45
E. City Record Drawings (0.5%)	251.95
F. Infiltration Basin Testing	10,000.00
G. Landscaping	250,000.00
H. Lot Corners/Iron Monuments	<u>200.00</u>
OTHER COSTS SUB-TOTAL	\$265,994.75
TOTAL SECURITIES:	\$316,483.75

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. Park Dedication	216,177.50
B. Sanitary Sewer Availability Charge	327.00
C. Storm Sewer Charge	445,743.25
D. Environmental Resources Expenses	258.38
E. MS4 Administration Fee	43,000.00
F. Property Data and Asset/Infrastructure Management Fee	180.00
G. City Engineering Administration (3% for letters of credit)	<u>1,511.67</u>
TOTAL CASH REQUIREMENTS	\$707,197.80

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 the City. 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 City or MCES 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. 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.
- F. 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.

G. 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.

H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.

M. 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: Dakota Electric Association, Attn: Jeff Schoenecker, 4300 220th St. W., Farmington, MN 55024, 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

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Luke M. Hellier and 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:
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, MN 55121
Telephone: 651-452-5000
AMP/smt

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

HAT TRICK INVESTMENTS, LLC, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, 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 owned by it.

Dated this ____ day of _____, 2025.

HAT TRICK INVESTMENTS, LLC

By: _____ [print name]
Its: _____ [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ 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, 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.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. 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 _____

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **DAKOTA ELECTRIC ASSOCIATION**, a Minnesota cooperative (the “Owner”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat (“Plat Approval”) and site plan for the proposed development of the Airlake DEA 2nd Addition plat; and

C. The final plans for **Airlake DEA 2nd Addition**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities (“Stormwater Facilities”) as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the “Easement Area”) legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of

the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. **Reimbursement of Costs.** The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: Dakota Electric Association
4300 220th Street W
Farmington, Minnesota 55024

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. **Successors/Covenants Run with Property.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

**PROPERTY OWNER:
DAKOTA ELECTRIC ASSOCIATION**

By: _____ [print name]
Its _____ [title]

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

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

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

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

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.



Memorandum

To: Tina Goodroad, AICP, Community Development Director
From: Heather Botten, Senior Planner
Date: March 19, 2025
Subject: Airlake DEA 2nd Addition Final Plat

BACKGROUND

Representatives of Dakota Electric Association (DEA) have submitted an application for a final plat to be known as Airlake DEA 2nd Addition. The final plat includes one lot and one outlot on a 77.85-acre parcel. The proposed development of Lot 1 includes a 176,685 square foot, office/warehouse/storage building along with parking, outdoor storage, and stormwater improvements.

The proposed final plat is consistent with the preliminary plat, approved by City Council on March 3, 2025. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street, south of future 222nd Street.

EXHIBITS:

- A. Location Map
- B. Zoning Map
- C. Final Plat
- D. Preliminary Plat
- E. Grading, Drainage, & Erosion Control Plan
- F. Utility Plan
- G. Landscape Plan
- H. Photometric Plan
- I. Building Elevations

FINAL PLAT

Lots/Blocks. The plat of Airlake DEA 2nd Addition consists of one lot and one outlot. The lots proposed with the plat exceed the minimum lot area and lot width requirements for the I-2, General Industrial District.

Streets. The parent plat of Airlake DEA included the dedication of right-of-way for the construction of 222nd Street up to the east boundary of the plat, which is also the municipal boundary.

225th Street is an unpaved road that runs along the southern portion of the plat that will provide two access points to Lot 1. Eureka township owns 225th Street and has a joint powers agreement with the City to maintain the street. There are no current plans to improve the road.

Grading, Drainage, and Utilities. Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated March 19, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of Airlake DEA Second Addition final plat subject to the comments outlined in the engineering report.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. The park dedication formula for industrial properties is \$5,615 per acre, payable at the time of final plat approval for Lot 1, Block 1 (38.5 acres x \$5,615 = \$216,177.50). Outlot A Airlake DEA 2nd Addition will be paid at the time of future development.

SITE PLAN ANALYSIS

The site plan proposes a 176,685 square foot, office/warehouse/storage building with parking and outdoor storage.

Building Setbacks. The final development plans for the DEA facility are consistent with the preliminary plat approvals. The building setbacks meet or exceed the minimum requirements.

Parking/ Access. The final development plans for the DEA facility are consistent with the preliminary plat approvals. The parking lots meet or exceed the minimum setbacks from a property line. The two egress points on 225th Street comply with spacing guidelines in the City Code.

Outdoor Storage. The outdoor storage area is required to be asphalt, concrete or pavers. The applicant has stated the outdoor storage area will be constructed with asphalt and/or concrete.

Landscaping/Screening. Landscaping on the site includes foundation plantings along the office portion of the building, parking lot screening along the south, and parking lot landscaping within the islands. All of the landscaped areas within and adjacent to the parking lot, including landscaped islands, shall be irrigated in compliance with the Zoning Ordinance. A financial security will be required with the final plat to guarantee installation of the approved landscaping.

Site Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. The light pole height may not exceed 35 feet for height and the fixture style is a downcast LED light to meet the ordinance requirements.

Signs. Signs shown on the building elevations are for illustrative purpose only. Sign permits must be issued prior to the installation of signs on the site.

Mechanical Equipment. Mechanical equipment will be located on the ground near the loading dock. Screening materials must be aesthetically harmonious and compatible with the building.

Fuel Storage. Three fuel tanks are proposed along the westerly property boundary. An administrative permit is required for the installation of these tanks.

RECOMMENDATION

Community Development Department staff have determined that the plat of Airlake DEA 2nd Addition and development plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the final plat subject to the following stipulations:

1. The **AIRLAKE DEA 2nd ADDITION** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, stormwater maintenance agreement, and the stipulations and requirements listed in the Engineering Division memorandum dated March 19, 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.



Memorandum

To: Heather Botten, Senior Planner

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks & Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: March 19, 2025

Subject: Airlake DEA 2nd Addition

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

BACKGROUND

Dakota Electric Association (DEA) representatives have submitted a final plat named Airlake DEA 2nd Addition. This is the final plat of the Airlake DEA 2nd Addition preliminary plat approved by the City Council on March 3rd, 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 (PID No. 220030001013) is zoned I-2, General Industrial.

The final plat consists of one industrial building on one block and one outlot on 77.85 acres.

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

Outlot A: Future Development; retained by Developer (39.35 acres)

The proposed development will be completed by:

Developer:	Dakota Electric Association (DEA)
Engineer/Surveyor:	Kimley-Horn and Associates, Inc.

SITE CONDITIONS

The site consists of undeveloped agricultural land. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

STREET AND SUBDIVISION LAYOUT

222nd Street

Airlake DEA final plat 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 will be constructed as a 40-foot-wide rural roadway with 2-foot-wide gravel shoulders within a 80-foot-wide right-of-way. Security is held with the Airlake DEA final plat for the construction of 222nd Street.

CSAH 70

Future CSAH 70 will require future right-of-way dedication along Outlot A, Airlake DEA. The right-of-way dedication will be required to follow the recommendations of the Dakota County Plat Commission.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from 222nd Street within Lakeville. Access from 225th Street falls under the jurisdiction of Eureka Township.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

Park Dedication Summary

Gross Area of Airlake DEA 2 nd Addition		77.85 ac.
Less Area of Outlot A (Future Development)	(-)	39.35 ac.
Total Park Dedication Area	=	38.5 ac.

38.5 acres	x \$5,615.00	= \$216,177.50
Total Acreage Airlake DEA 2 nd Addition Lot 1, Block 1	2025 Unit Rate (Industrial)	Park Dedication Fee Airlake DEA 2 nd Addition

The Developer shall satisfy the park dedication requirement for Outlot A with subsequent phases of the Airlake DEA preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Airlake DEA 2nd Addition is located within the South Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via existing sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

Airlake DEA 2nd Addition includes the construction of privately owned and maintained sanitary sewer. 8-inch sanitary sewer will be constructed within the development and connect to the sanitary sewer stub constructed with the extension of 222nd Street.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

1 unit	x \$327.00	= \$327.00
Total Units Airlake DEA 2 nd Addition	2025 Unit Rate	Sanitary Sewer Availability Charge Airlake DEA 2 nd Addition

The Sanitary Sewer Availability Charge for Outlot A 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 2nd Addition includes construction of privately owned and maintained watermain. 6-inch water service will be constructed within the development and connect to the water stub constructed with the extension of 222nd Street.

DRAINAGE AND GRADING

Airlake DEA 2nd Addition is located within the South Creek stormwater district as identified in the City's Water Resources Management Plan.

Development of Airlake DEA 2nd Addition includes the construction of a privately owned and maintained stormwater management infiltration basin to collect and treat the stormwater runoff generated from the site. The Developer shall enter into a maintenance agreement and grant an easement to the City over the private stormwater improvements. The Developer shall submit an approved final stormwater management plan for the site prior to recording of the Airlake DEA 2nd Addition final plat.

Following completion of the site improvements and restoration, the Developer shall conduct two double ring infiltrometer tests in the location of the filtration basins to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a \$10,000 security with the final plat to ensure that this testing is completed.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Airlake DEA 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Airlake DEA 2nd Addition includes the construction of public storm sewer. Storm sewer will be constructed within 222nd Street right-of-way to collect and convey runoff

generated from within the development to the north via an existing drainage swale to an identified wetland and DNR identified trout stream.

Development of Airlake DEA 2nd Addition includes the construction of privately owned and maintained storm sewer. Storm sewer will be constructed within the development to collect and convey stormwater runoff generated within the private lot to the privately owned and maintained infiltration basin.

Storm Sewer Charge Summary

Gross Area of Airlake DEA 2 nd Addition		3,391,146.00 s.f.
Gross Area of 222 nd Street Right-of-Way	(+)	105,913.00 s.f.
Less Area of Outlot A (Future Development)	(-)	1,714,086.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	1,782,973.00 s.f.

1,782,973.00 s.f.	x \$0.250/s.f.	= \$445,743.25
Net Area Airlake DEA 2 nd Addition	2025 Unit Rate (Commercial and Industrial)	Storm Sewer Charge Airlake DEA 2 nd Addition

The Storm Sewer Charge for Outlot A 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 2nd Addition is located within areas shown on the Flood Insurance Rate Map (FIRM) as Zone X, as determined by FEMA (Map number 27037C0214E). Based on this designation, no areas within the plat are located within a Special Flood Hazard Area (SFHA).

WETLANDS

A wetland delineation was completed and approved for the site. No wetlands were located identified within Lot 1 Block 1 DEA site.

TREE PRESERVATION

One tree has been identified to be removed outside of the plat boundary. Written permission from the abutting property owner is required to be obtained to allow for removal of the tree. A tree preservation plan must be provided and approved prior to recording of the Airlake DEA 2nd Addition final plat in accordance with city ordinance 10-4-11.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer must submit an erosion control plan that is compliant with City standards and meets all the requirements of the MPCA Construction Permit. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

The Developer is responsible for the establishment of native vegetation around the stormwater management basin within the buffer area. Redundant silt fence is required along all waterways that do not have an established 50-foot buffer. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$2,150,000.00	x 2.0%	= \$43,000.00
Grading Cost	2025 Rate	MS4 Administration Fee
Airlake DEA 2 nd Addition		Airlake DEA 2 nd Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Airlake DEA 2nd Addition. Construction costs are based upon estimates submitted by the Developer’s engineer on March 25, 2025.

CONSTRUCTION COSTS

Sanitary Sewer Connection	\$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer	35,489.00
Erosion Control and Restoration	5,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$50,389.00

OTHER COSTS

Developer’s Design (3.0%)	\$ 1,511.67
Developer’s Construction Survey (2.5%)	1,259.73

City's Legal Expense (0.5%)	251.95
City Construction Observation (5.0%)	2,519.45
Developer's Record Drawing (0.5%)	251.95
Infiltration Basin Testing	10,000.00
Landscaping	250,000.00
Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	\$ 265,994.75
TOTAL PROJECT SECURITY	\$ 316,383.75

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 for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

$$\begin{array}{ccccccc}
 1 \text{ unit} & & \times \$61.52/\text{unit} & & \times 4.20 & & = \$258.38 \\
 \text{Total Units} & & \text{2025 Rate} & & \text{Utility Factor} & & \text{Environmental Resources Fee} \\
 \text{Airlake DEA 2nd Addition} & & & & & & \text{Airlake DEA 2nd Addition}
 \end{array}$$

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

$$\begin{array}{ccccccc}
 2 \text{ lots/outlots} & & \times \$90.00/\text{unit} & & & & = \$180.00 \\
 \text{Lots/Outlots} & & \text{2025 Rate} & & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} & & \\
 \text{Airlake DEA 2nd Addition} & & & & \text{Airlake DEA 2nd Addition} & &
 \end{array}$$

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

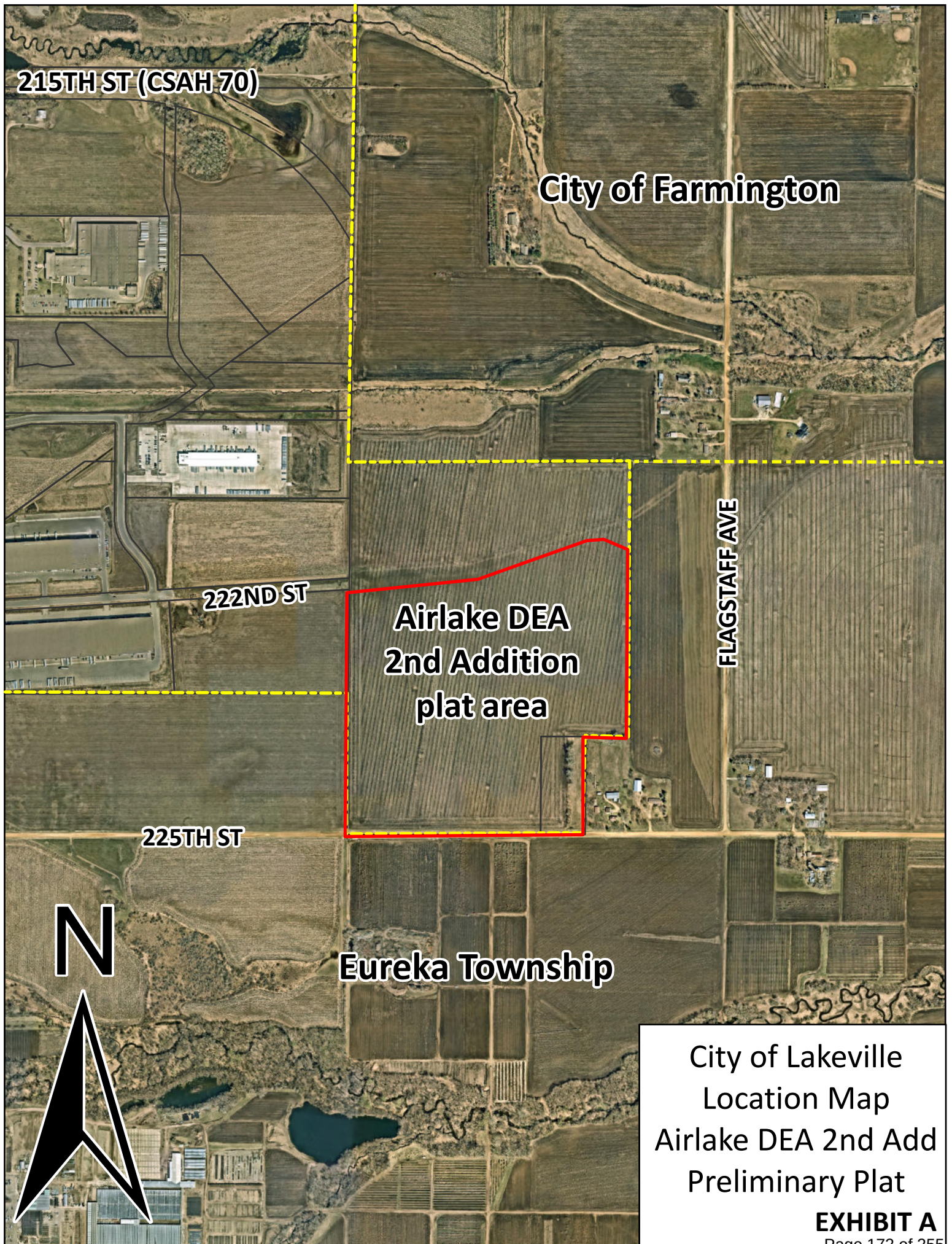
The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$1,511.67.

CASH REQUIREMENTS

Park Dedication	\$ 216,177.50
Sanitary Sewer Availability Charge	327.00
Storm Sewer Charge	445,743.25
Environmental Resources Management Fee	258.38
MS4 Administration Fee	43,000.00
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	1,511.67
TOTAL CASH REQUIREMENTS	<u>\$ 707,197.80</u>

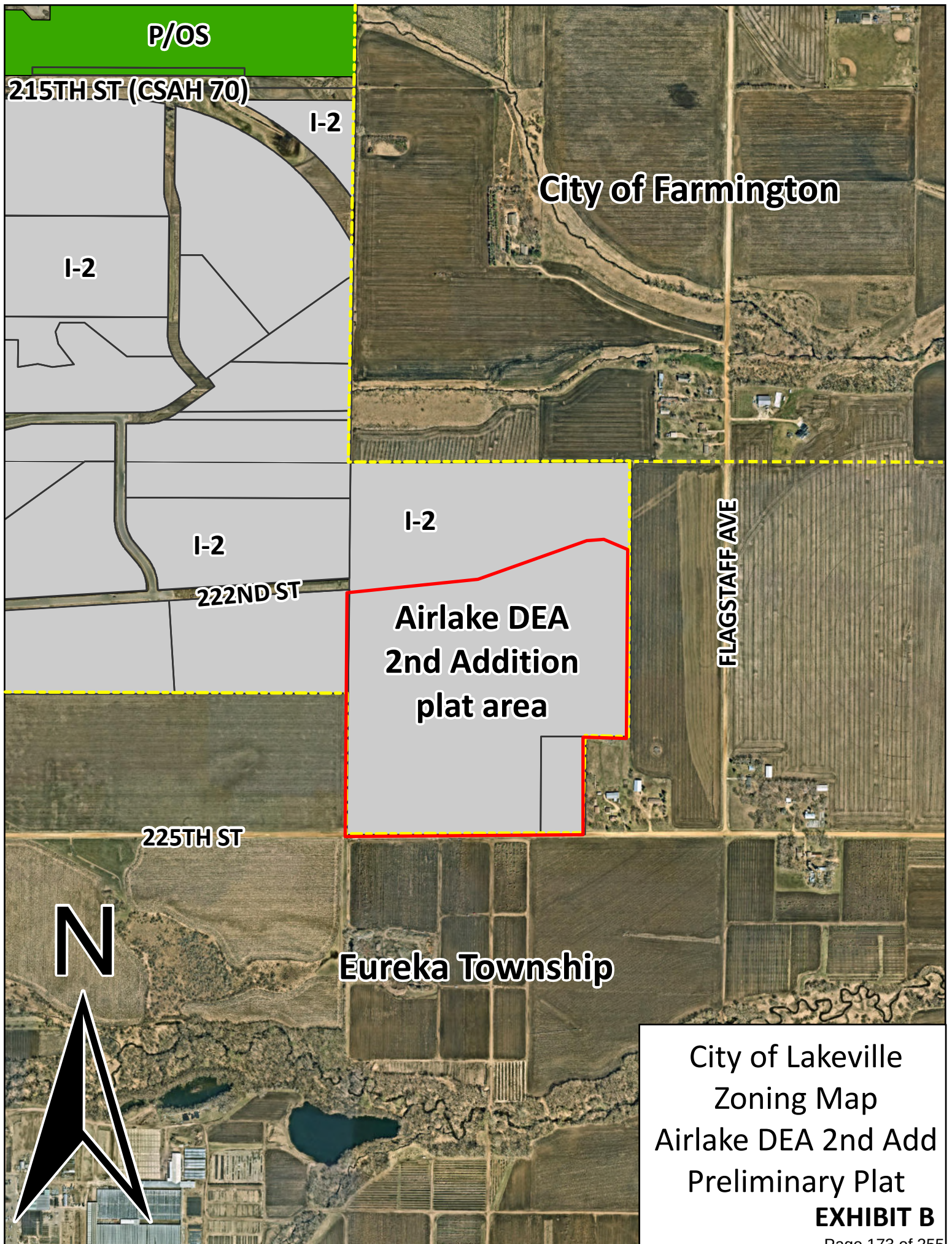
RECOMMENDATION

Engineering recommends approval of the Airlake DEA 2nd Addition final plat, grading and erosion control plan, and utility plan subject to the requirements and stipulations within this report.



City of Lakeville
Location Map
Airlake DEA 2nd Add
Preliminary Plat

EXHIBIT A



City of Lakeville
Zoning Map
Airlake DEA 2nd Add
Preliminary Plat

EXHIBIT B

AIRLAKE DEA 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Dakota Electric Association, a Minnesota cooperative, owner of the following described property:

Outlot B, AIRLAKE DEA, according to the recorded plat there of, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as AIRLAKE DEA 2ND ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

In witness whereof said Dakota Electric Association, a Minnesota cooperative, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Dakota Electric Association, a Minnesota cooperative,

BY _____ of Dakota Electric Association, a Minnesota cooperative.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of Dakota Electric Association, a Minnesota cooperative.

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

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

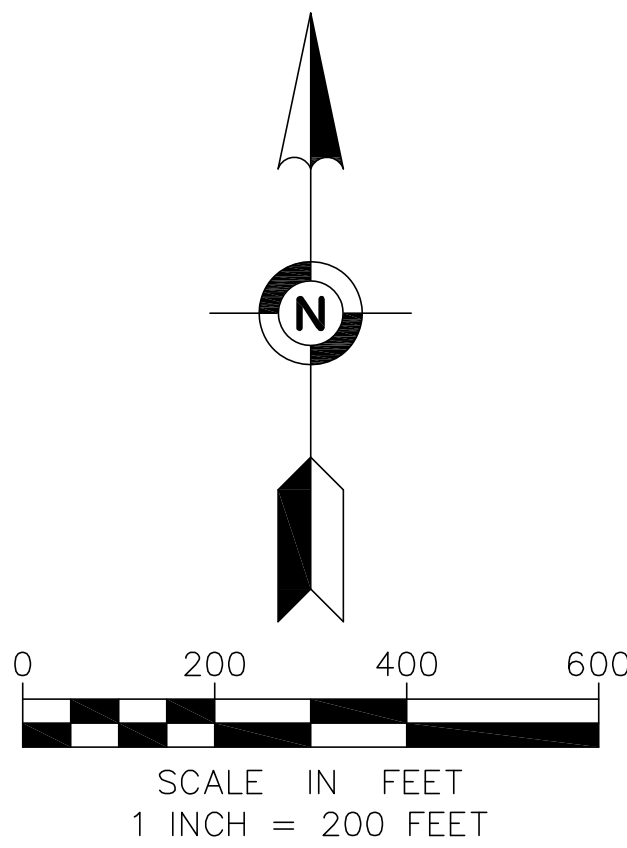
By: _____
Amy A. Koethe, Director,
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of AIRLAKE DEA 2ND ADDITION 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 _____.

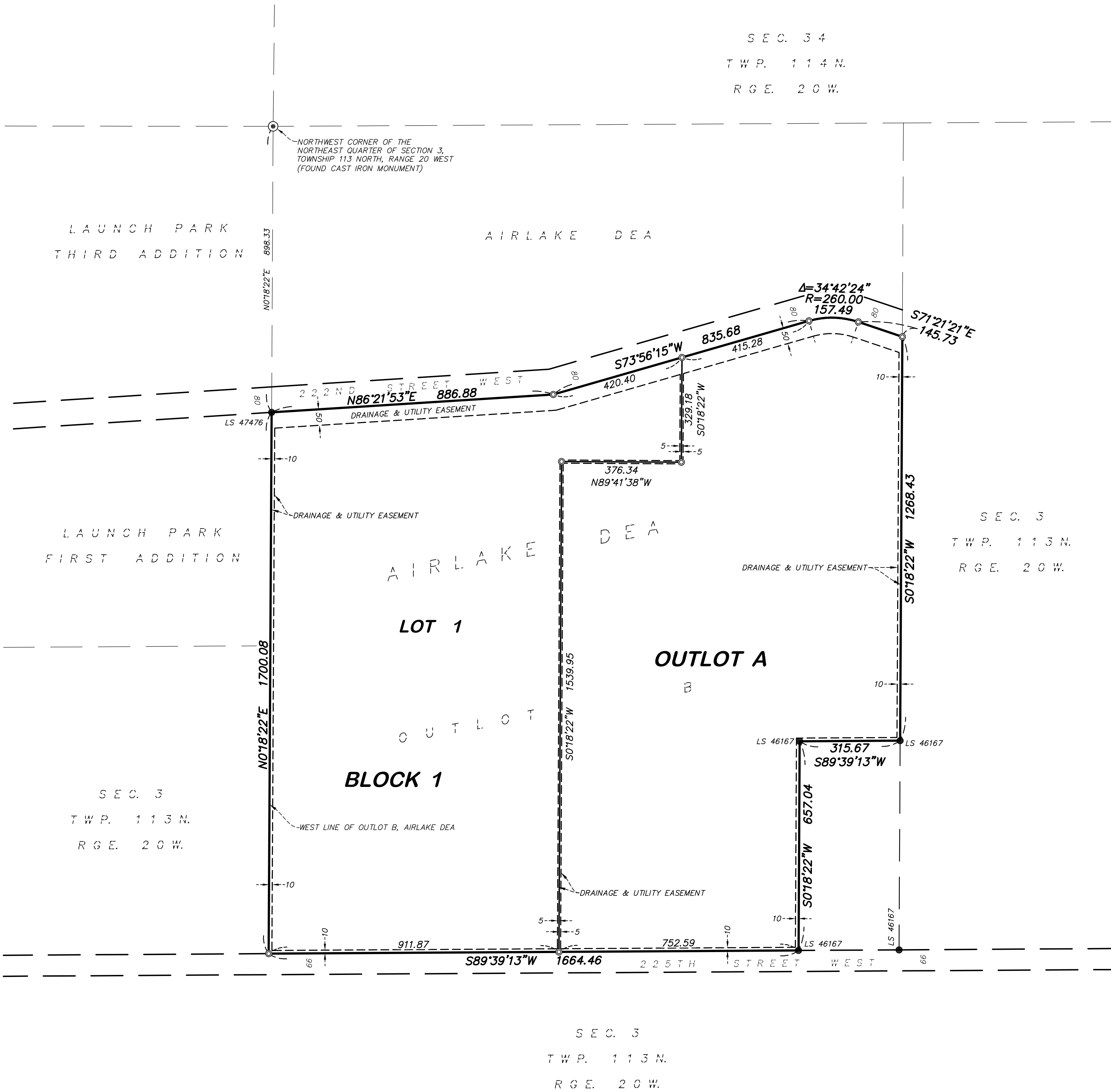
By: _____
Amy A. Koethe, County Recorder

AIRLAKE DEA 2ND ADDITION

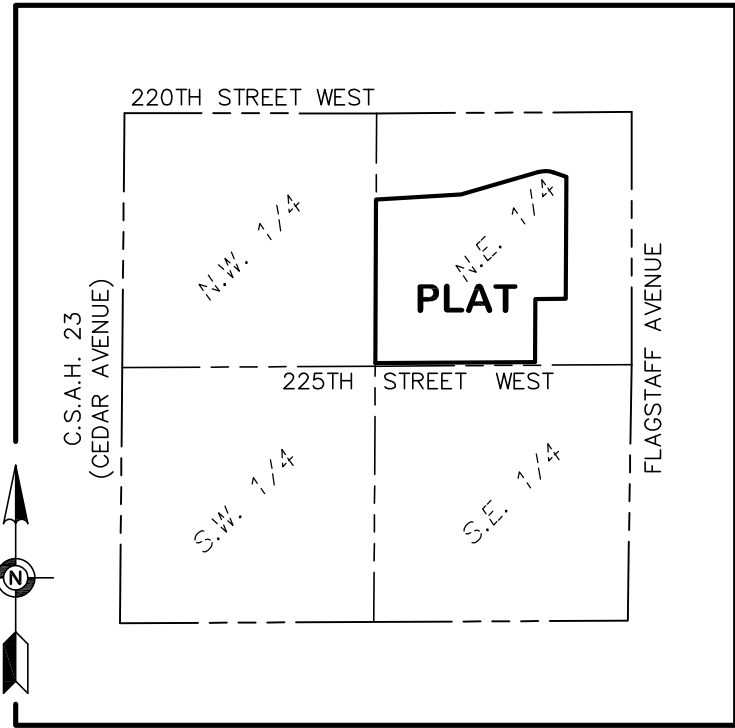


THE WEST LINE OF OUTLOT B, AIRLAKE DEA
IS ASSUMED TO BEAR N00°18'22"E

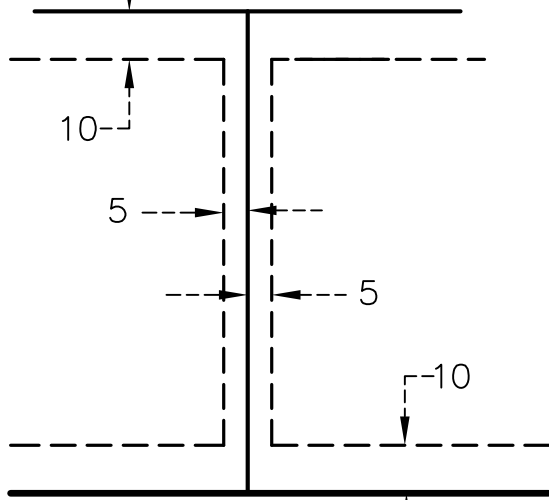
- ⊙ DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES FOUND MONUMENT AS NOTED
- ⊙ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 47476



SECTION 3, T 113 N, R 20 W

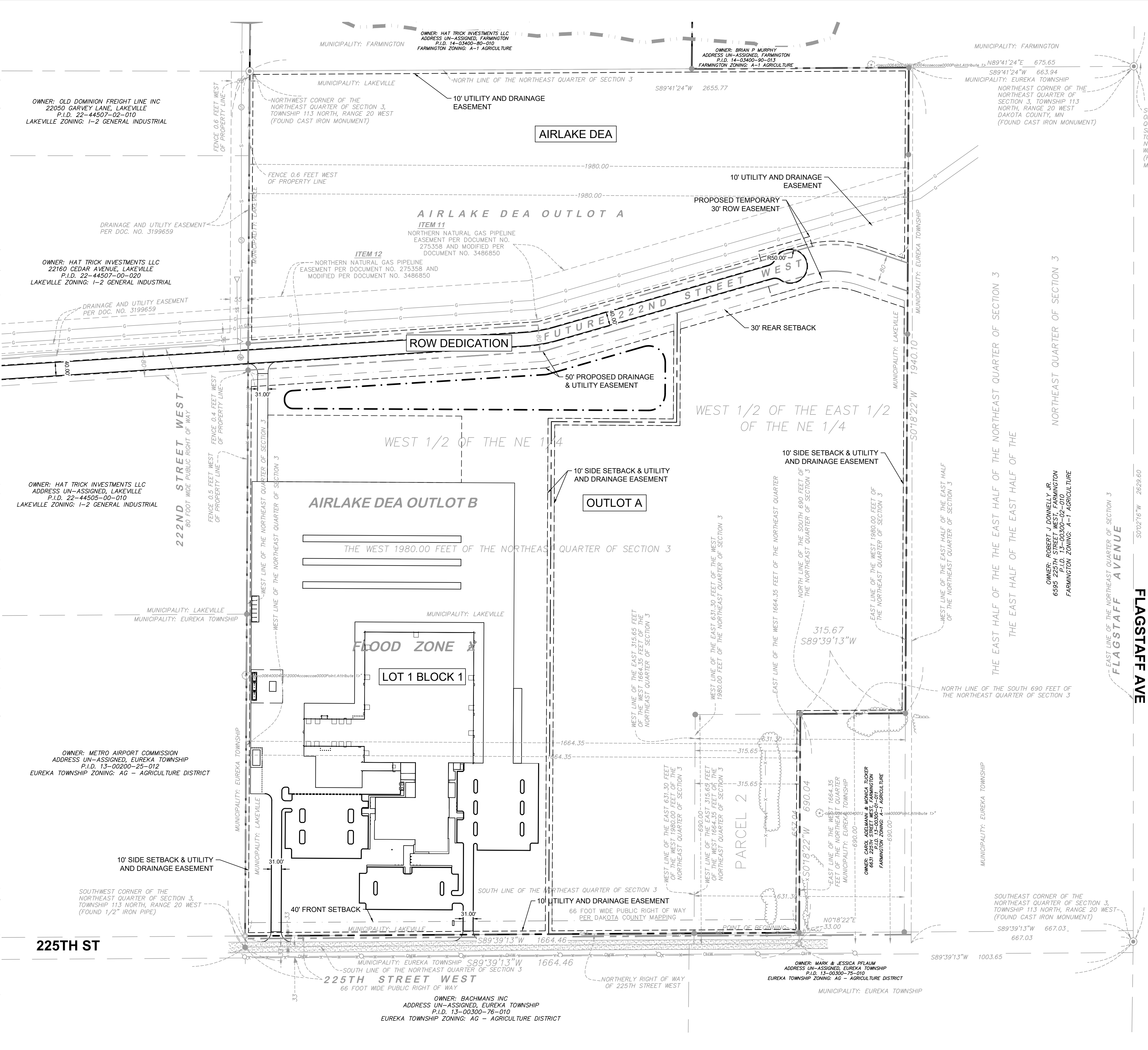


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 5 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.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DEVELOPMENT PARCEL LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, assumed bearing, along the south line of said Northeast Quarter, a distance of 1003.65 feet to the east line of the West 1664.35 feet of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East along said east line of the West 1664.35 feet of said Northeast Quarter, a distance of 33.00 feet to the northerly right of way line of 225th Street West and the point of beginning of said parcel to be described; thence South 89 degrees 39 minutes 13 seconds West along said northerly right of way line of 225th Street West, a distance of 1664.46 feet to the west line of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East, along said west line of said Northeast Quarter, a distance of 1700.08 feet; thence North 86 degrees 21 minutes 53 seconds East, a distance of 886.88 feet; thence North 73 degrees 56 minutes 15 seconds East, a distance of 1141.48 feet to the east line of the West 1980.00 feet of said Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, along said east line of the West 1980.00 feet of said Northeast Quarter, a distance of 1403.13 feet to the north line of the South 690.00 feet of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, along said north line of the South 690.00 feet of the Northeast Quarter, a distance of 315.67 feet to the east line of the West 1664.35 feet of the Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, a distance of 657.04 feet to said northerly right of way line of 225th Street West and to the point of beginning.

Containing 3,406,316 square feet or 78.20 acres, more or less.
Abstract Property

LEGEND	
	PROPOSED PROPERTY LINE
	EXISTING PROPERTY LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED CURB AND GUTTER

PROPERTY SUMMARY	
AIRLAKE DEA	±31.75 AC
AIRLAKE DEA LOT 1 BLOCK 1	±38.50 AC
OUTLOT A	±39.35 AC
ROW DEDICATION	±4.98 AC
TOTAL AREA	±114.58 AC
ZONING SUMMARY	
EXISTING ZONING	I-2 GENERAL INDUSTRIAL
PROPOSED ZONING	I-2 GENERAL INDUSTRIAL

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.



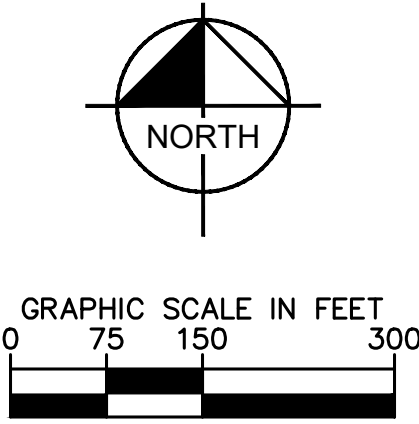
PREPARED BY: BRIAN M. WURDEMAN, P.E.
11995 SINGLETREE LN, SUITE 225
EDEN PRAIRIE, MN 55344
TELEPHONE: (612) 315-1272

DEVELOPER
COOPERATIVE BUILDING SOLUTIONS



77 WESTPORT PLAZA, SUITE 250
ST. LOUIS, MO 63146
TELEPHONE: (314) 744-2277
CONTACT: TIM MASA

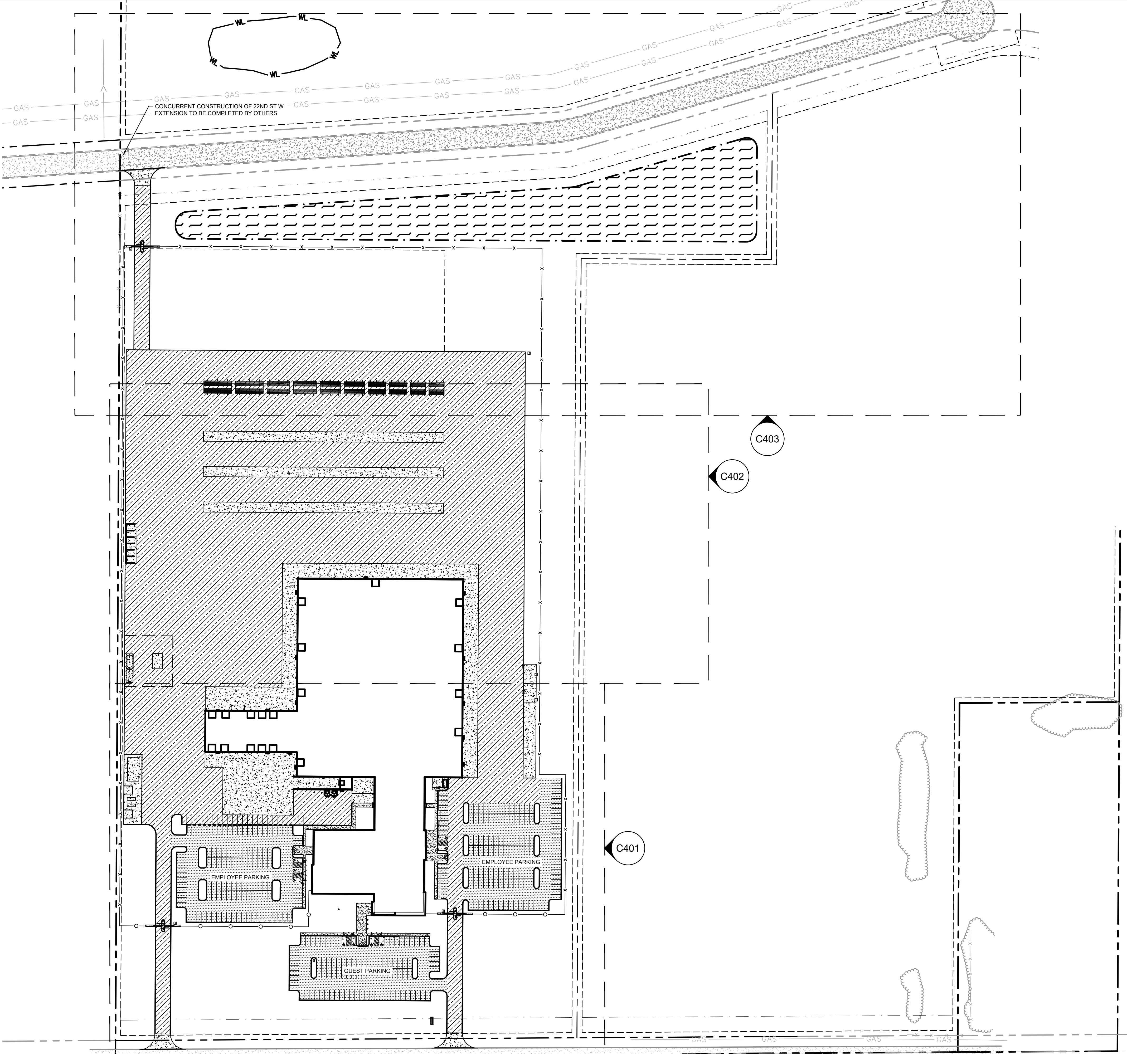
SURVEYOR
EGAN, FIELD AND NOWAK, INC.
475 OLD HIGHWAY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TELEPHONE: (612) 466-3300
CONTACT: ERIC ROESER



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC - LAKEVILLE		PREPARED FOR		COOPERATIVE BUILDING SOLUTIONS		LAKEVILLE MN		SHEET NUMBER		EX-2	
PRELIMINARY PLAT										KHA PROJECT	
- AIRLAKE DEA										DATE	
2ND ADDITION										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 DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.										BRIAN M. WURDEMAN, P.E.	
DATE: 02/06/2025										MN LIC. 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	
Kimley»Horn											
REVISIONS										DATE	
No.										BY	

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.



LEGEND

- PROPERTY LINE
- 8' TALL PROPOSED FENCE - 7' GALVANIZED CHAIN LINK W/ 1' BARBED WIRE
- PROPOSED ORNAMENTAL FENCE B.O.D. AMERISTAR
- 7' TALL PROPOSED FENCE - 7' GALVANIZED CHAIN LINK W/ PRIVACY SLATES
- SETBACK LINE
- RETAINING WALL / SCREEN WALL
- PROPOSED CURB AND GUTTER
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED CONCRETE SIDEWALK

SITE PLAN NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL INNER CURBED RADII ARE TO BE 3' AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY EGAN, FIELD & NOWAK, INC., DATED 01/25/2021.

KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
- TOTAL LAND AREA IS 77.85 ACRES.
- PYLON / MONUMENT SIGNS SHALL BE CONSTRUCTED BY OTHERS. SIGNS ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIZE, LOCATION AND ANY REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE PYLON / MONUMENT SIGN.
- CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
- NO PROPOSED LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
- REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
- REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS. REFER TO AIRLAKE DEA 2ND ADDITION FOR LOT SPLIT AND DEDICATION OF WESTERN LOT AS A BUILDABLE LOT.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
- ALL PARKING STALLS TO BE 10' IN WIDTH AND 20' IN LENGTH UNLESS OTHERWISE INDICATED.
- FOR OFFSITE IMPROVEMENTS, SEE THE OFFSITE IMPROVEMENTS PLANS.

PROPERTY SUMMARY

DAKOTA ELECTRIC - LAKEVILLE	
TOTAL PROPERTY AREA	77.85 AC
EXISTING PERVIOUS AREA	77.85 AC
PROPOSED IMPERVIOUS AREA	21.55 AC
PROPOSED PERVIOUS AREA	56.30 AC

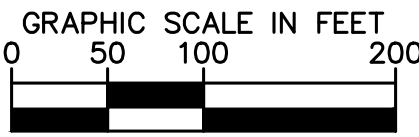
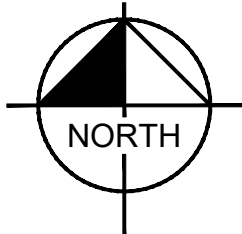
ZONING SUMMARY

EXISTING ZONING	I-2 GENERAL INDUSTRIAL
PROPOSED ZONING	I-2 GENERAL INDUSTRIAL
BUILDING SETBACKS	FRONT = 40' SIDE = 10' REAR = 30'

BUILDING DATA SUMMARY

PARKING

REQUIRED PARKING (WAREHOUSE / OFFICE)	357 SPACES
TOTAL PROPOSED PARKING	374 SPACES
ADA STALLS REQ'D / PROVIDED	8 SPACES / 9 SPACES
PROPOSED EV PARKING (EVCS / EVCS READY)	11 SPACES / 24 SPACES



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC - LAKEVILLE

PREPARED FOR

COOPERATIVE BUILDING SOLUTIONS

LAKEVILLE MN

OVERALL SITE PLAN

THEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Brian M. Wurdehman
BRIAN M. WURDEHMAN, P.E.

DATE: 04/10/2025 MN L.C. NO. 53113

KHA PROJECT	161267000
DATE	04/10/2025
SCALE	AS SHOWN
DESIGNED BY	CGM
DRAWN BY	MOB
CHECKED BY	BMW

04/10/2025	BMW
04/01/2025	BMW
03/20/2025	BMW
03/07/2025	BMW
01/20/2025	BMW
No.	
REVISIONS	
DATE	
BY	

Kimley»Horn

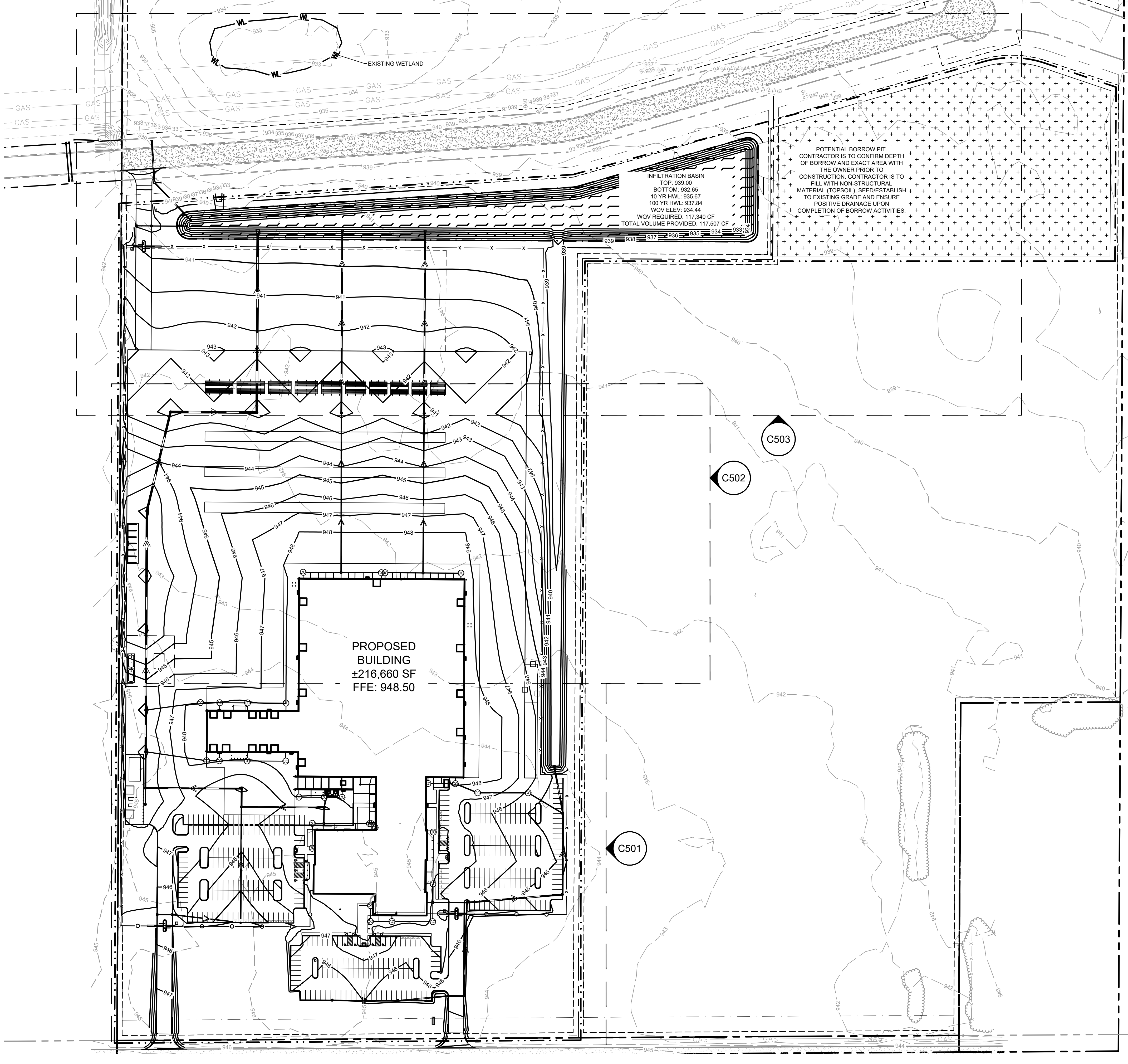
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11995 SINGLETREE LN SUITE 225, EDEN PRAIRIE, MN 55344

PHONE: 612-315-1272

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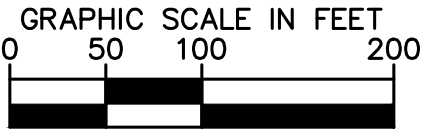
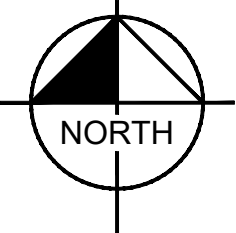


LEGEND

	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED STORM MANHOLE (SOLID CASTING)
	PROPOSED STORM MANHOLE (ROUND INLET CASTING)
	PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
	PROPOSED STORM SEWER CLEANOUT
	PROPOSED FLARED END SECTION
	PROPOSED RIPRAP
	PROPOSED STORM SEWER
	PROPOSED STORM SEWER
	PROPOSED SPOT ELEVATION
	PROPOSED HIGH POINT ELEVATION
	PROPOSED LOW POINT ELEVATION
	PROPOSED GUTTER ELEVATION
	PROPOSED TOP OF CURB ELEVATION
	PROPOSED FLUSH PAVEMENT ELEVATION
	MATCH EXISTING ELEVATION
	PROPOSED EMERGENCY OVERFLOW
	PROPOSED DRAINAGE DIRECTION
	PROPOSED ADA SLOPE

GRADING PLAN NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKEVILLE, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
- CONTRACTOR TO CALL GOPHER STATE CALL ONE @ <1-800-252-1166> AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
- CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
- GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
- ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
- INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
- UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4" OF TOPSOIL.
- ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
- GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
- MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
- CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS.
- ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION 934.50' OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
- ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
- ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
- MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -
LAKEVILLE
PREPARED FOR
COOPERATIVE
BUILDING SOLUTIONS
LAKEVILLE MN

OVERALL
GRADING PLAN

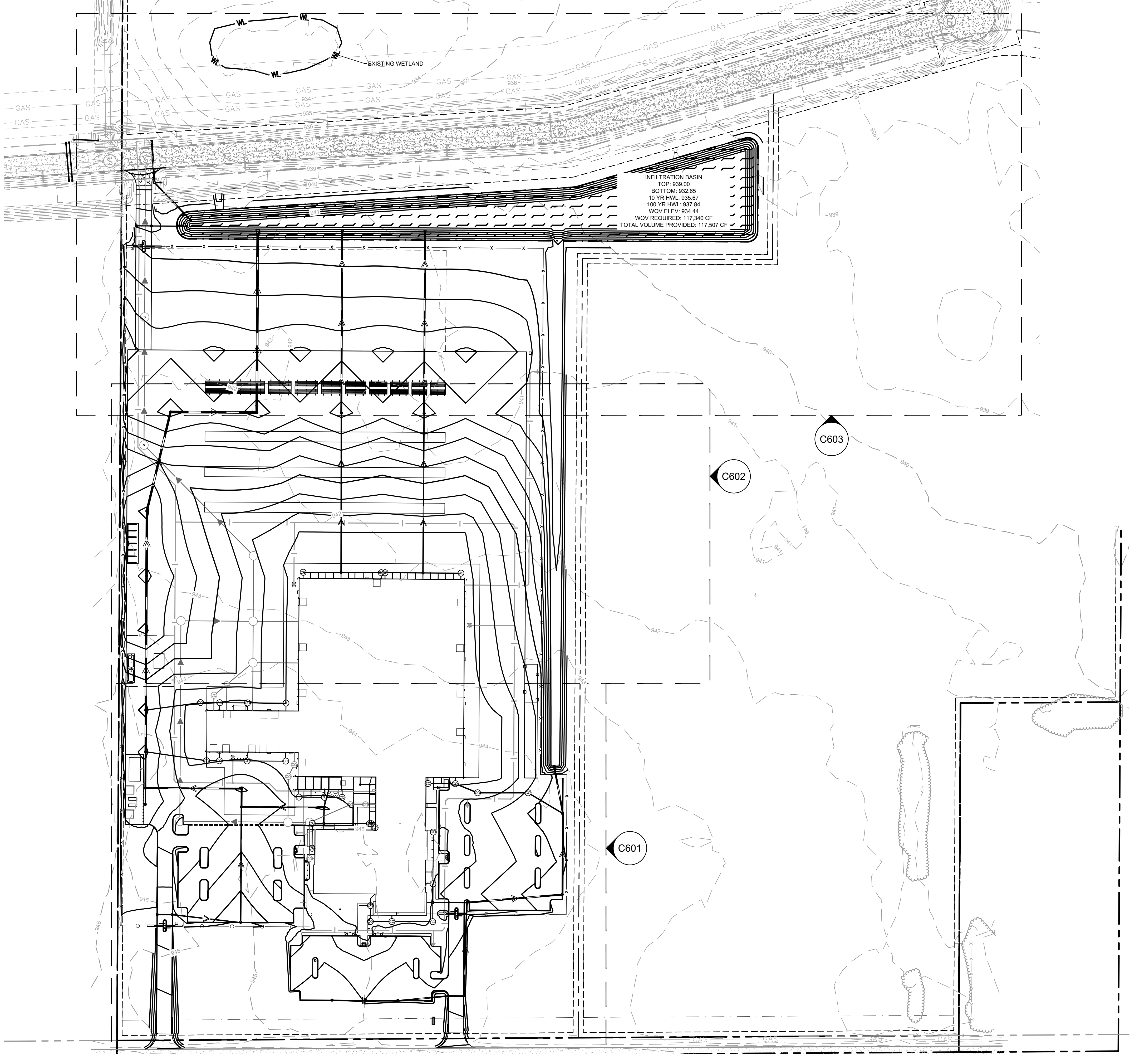
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Brian N. Wurdehman
BRIAN N. WURDEHMAN, P.E.
DATE: 04/10/2025 MN L.C. NO. 93113

KHA PROJECT	161267000
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04/10/2025	BMW	CITY COMMENTS
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03/20/2025	BMW	CLIENT COMMENTS
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01/20/2025	BMW	CITY COMMENTS
No.		REVISIONS
		DATE
BY		

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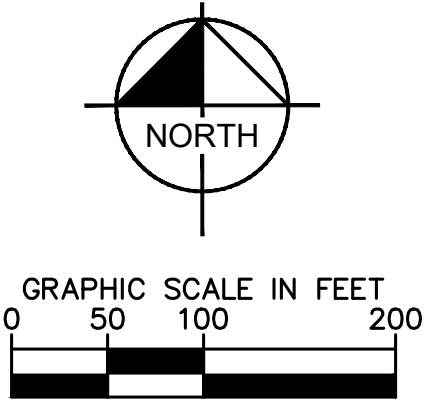


LEGEND

- PROPERTY LINE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLEANOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER

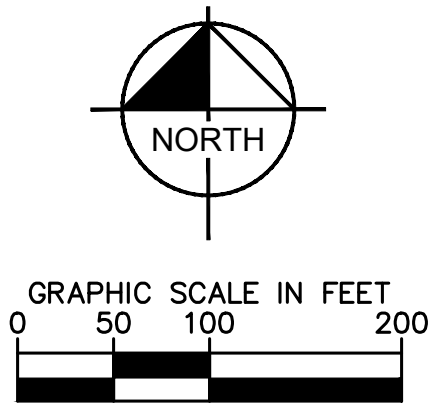
STORM PLAN NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKEVILLE, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
- CONTRACTOR TO CALL GOPHER STATE CALL ONE @ -1-800-252-1166> AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
- STORM SEWER PIPE SHALL BE AS FOLLOWS:
RCP PER ASTM C-76
HDPE: 0'-10" PER AASHTO M-252
HDPE: 12" OR GREATER PER ASTM F-2306
PVC SCH. 40 PER ASTM D-1785
STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
HDPE PER ASTM 3212
PVC PER ASTM D-3034, JOINTS PER ASTM D-3212
- CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
- GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
- ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
- INSTALL A MINIMUM OF <4" CLASS 5> AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
- UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF <4" OF TOPSOIL>.
- ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
- GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2% . IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5% . IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
- MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
- CONTRACTOR TO PROVIDE INSULATION CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS. SEE DETAIL 2 ON SHEET C611 FOR FURTHER INFORMATION.
- ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION 946.33' OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
- ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
- ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
- MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.



PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC - LAKEVILLE PREPARED FOR COOPERATIVE BUILDING SOLUTIONS LAKEVILLE MN	OVERALL STORM PLAN	KHA PROJECT 161267000	DATE 04/10/2025	SCALE AS SHOWN	DESIGNED BY CGM	MOB	CHECKED BY BMW	THREE CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <i>Brian M. Wurdeман</i> BRIAN M. WURDEMAN P.E. MN DATE: 04/10/2025 L.C. NO. 53113	Kimley»Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 11995 SINGLETREE LN SUITE 225, EDEN PRAIRIE, MN 55344 PHONE 612-315-1272 WWW.KIMLEY-HORN.COM	04/10/2025 BMW	CITY COMMENTS
		04/01/2025 BMW	CITY & CLIENT COMMENTS								
		03/20/2025 BMW	CLIENT COMMENTS								
		03/07/2025 BMW	CITY COMMENTS								
		01/20/2025 BMW	CITY COMMENTS								
		No.	REVISIONS	DATE	BY						



EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATERMAIN
		SANITARY SEWER
		STORM SEWER
		STORM SEWER
		UNDERGROUND ELECTRIC
		TELEPHONE
		GAS MAIN

- ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
8" PVC SDR35 PER ASTM D-3034, FOR PIPES LESS THAN 12' DEEP
8" PVC SDR26 PER ASTM D-3034, FOR PIPES MORE THAN 12' DEEP
6" PVC SCHEDULE 40 PER ASTM D-1785
DUCTILE IRON PIPE PER AWWA C150
3. WATER LINES SHALL BE AS FOLLOWS:
6" AND LARGER, PVC C-900 PER ASTM D 2241
CLASS 200 UNDER COUNTY ROADS, OTHERWISE CLASS 150
4" AND LARGER DUCTILE IRON PIPE PER AWWA C150
SMALLER THAN 3" PIPING SHALL BE COPPER TUBE TYPE "K" PER
ANSI 816.22 OR PVC, 200 P.S.I., PER ASTM D1784 AND D2241.
4. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
5. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT BLUE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
6. ALL UTILITIES SHALL BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE).
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-5" COVER ON ALL WATERLINES.
8. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES, OR ANY OBSTRUCTION (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE 8"CH, 40 OR 60"CH WITH MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
9. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10. TOPS OF MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS, IN GREEN AREAS, WITH WATERTIGHT LIDS.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
12. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
13. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF LAKEVILLE AND/OR STATE OF MN WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
15. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
16. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
17. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
18. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
19. BACKFLOW DEVICES (DVCY AND PRZ ASSEMBLIES) AND METERS ARE LOCATED IN THE INTERIOR OF THE BUILDING, REF. ARCH / MEP PLANS.
20. ALL ONSITE WATERMAINS AND SANITARY SEWERS SHALL BE PRIVATELY OWNED AND MAINTAINED.
21. ALL WATERMAIN STUBOUTS SHALL BE MECHANICALLY RESTRAINED WITH REACTION BLOCKING.

**DAKOTA ELECTRIC -
LAKEVILLE**

**PREPARED FOR
COOPERATIVE**

**BUILDING SOLUTIONS
LAKEVILLE**

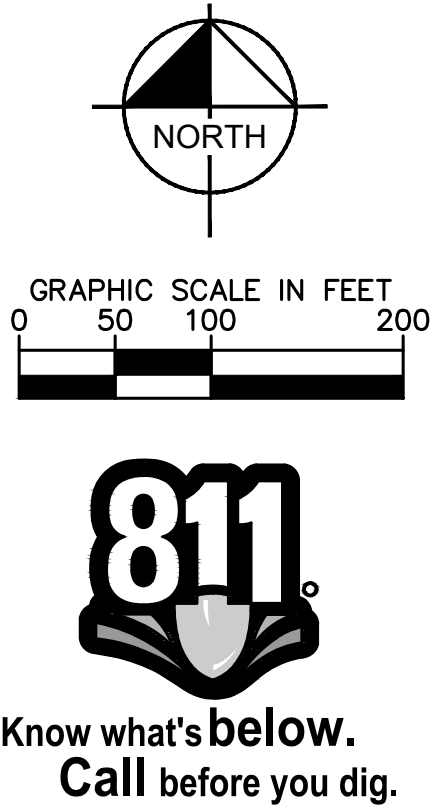
SHEET NUMBER

C700

SCALE	AS SHOWN	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
DESIGNED BY	CGM	 BRIAN H. WURDEHAHN, P.E.		
DRAWN BY	MOB	DATE:	04/10/2025	MIN LIC. NO.
CHECKED BY	BMW			53113

Kimley»Horn
2025 KIMLEY-HORN AND ASSOCIATES, INC.
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No.	REVISIONS	DATE	BY
5.	CITY COMMENTS	04/10/2025	BMM
4.	CITY & CLIENT COMMENTS	04/10/2025	BMM
3.	CLIENT COMMENTS	03/20/2025	BMM
2.	CITY COMMENTS	03/07/2025	BMM
1.	CITY COMMENTS	01/20/2025	BMM



PROVIDED: SEE PLAN & LANDSCAPE ENLARGEMENT

**ECO ESSENTIALS SHORT PRAIRIE WILD
FLOWER MIX (WILD)**

RANGE 1-3 FEET HT.
SEED AT 8 LBS. AN ACRE FOR GRASS
MIX
SEED AT 48 OZ. AN ACRE FOR
WILDFLOWER MIX

**SHORT PRAIRIE WILDFLOWER MIX
ACCENTS**

ACHILLEA MILLEFOLIUM (YARROW)
DRYMOCALLES ARGUTA (PRAIRIE
CINQUEFOIL)
MONARDA FISTULA (WILD BERGAMOT)
PENSTEMON GRANDIFLORUS (SHOWY
PENSTEMON)
SOLIDAGO PTARMICOIDES (UPLAND
GOLDENROD)

SHORT PRAIRIE GRASS ACCENTS

SPOROBOLUS HETEROLEPIS (PRAIRIE
DROPSPEED)

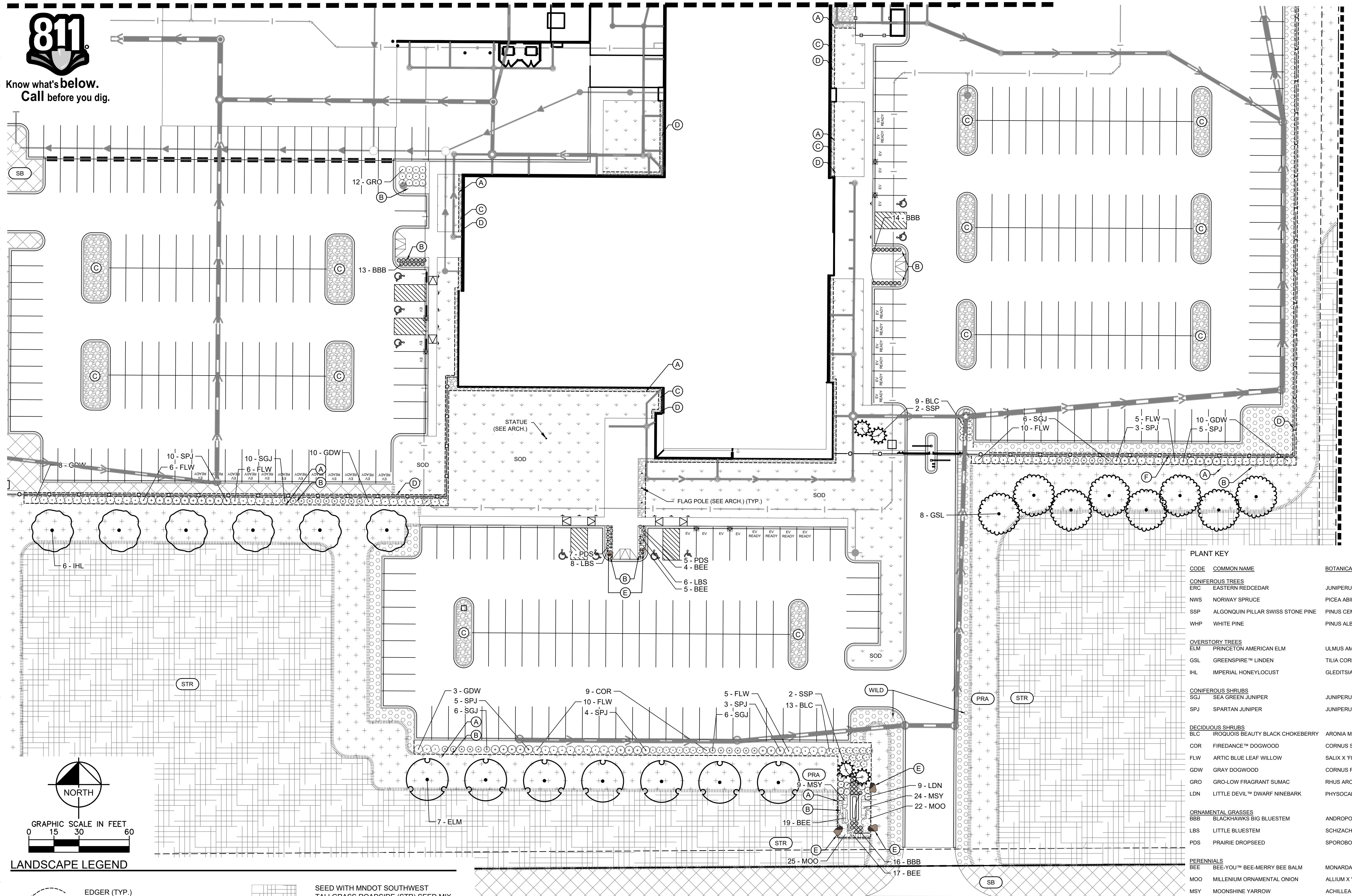
PRELIMINARY - NOT FOR CONSTRUCTION

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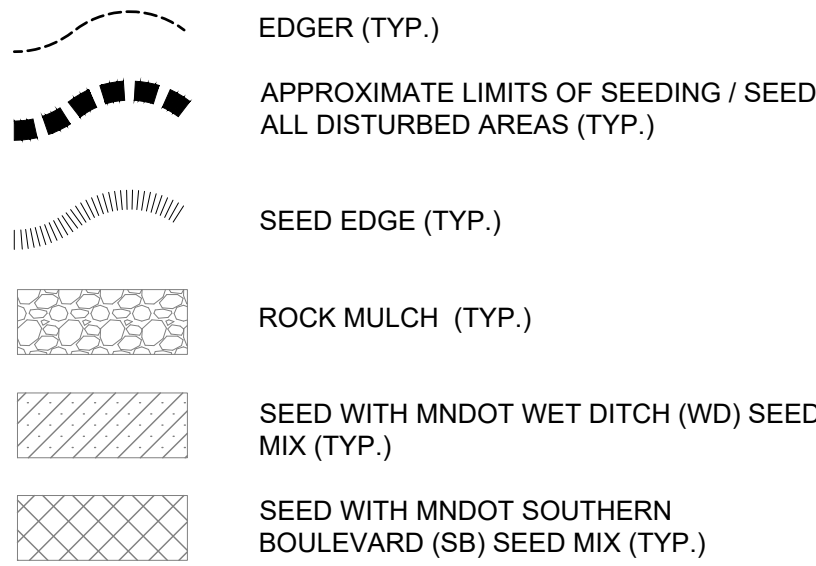


Know what's **below**.
Call before you dig.

MATCHLINE - SEE SHEET L102



LANDSCAPE LEGEND



	SEED WITH MNDOT SOUTHWEST TALLGRASS ROADSIDE (STR) SEED MIX (TYP.)
	SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT GRASS PRAIRIE MIX (TYP.)
	SEED WITH PRAIRIE RESTORATIONS, INC. 2024 SHORT PRAIRIE WILDFLOWER SEED MIX (TYP.)
	5' - 6' BOULDERS (TYP.)
	SOD (TYP.)

LANDSCAPE KEYNOTES

- (A) EDGER (TYP.)
- (B) DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- (C) ROCK MULCH (TYP.)
- (D) MAINTENANCE STRIP (TYP.)
- (E) 5' - 6' BOULDERS (TYP.)
- (F) FENCE MAINTENANCE STRIP W/ 1' OFFSET EDGE/ BOTH SIDES AND ROCK MULCH (TYP.)

SEEDING KEYNOTES

- | | |
|------|--|
| WD | SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.) |
| SB | SEED WITH MNDOT SOUTHERN BOULEVARD (SB) SEED MIX (TYP.) |
| STR | SEED WITH MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) SEED MIX (TYP.) |
| PRA | SEED WITH PRAIRIE RESTORATIONS, INC.: SHORT GRASS PRAIRIE MIX (TYP.) |
| WILD | SEED WITH PRAIRIE RESTORATIONS, INC.: SHORT PRAIRIE GRASS & WILDFLOWER SEED MIX (TYP.) |

NOTE:
SEE SHEET L104 FOR FULL SCHEDULE AND QUANTITIES

PLANT KEY		
CODE	COMMON NAME	BOTANICAL NAME
CONIFEROUS TREES		
ERC	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA
NWS	NORWAY SPRUCE	PICEA ABIES
SSP	ALGONQUIN PILLAR SWISS STONE PINE	PINUS CEMBRA 'ALGONQUIN PILLAR'
WHP	WHITE PINE	PINUS ALBA
OVERSTORY TREES		
ELM	PRINCETON AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'
GSL	GREENSPIRE™ LINDEN	TILIA CORDATA 'PNI 6025'
IHL	IMPERIAL HONEYLOCUST	GLEDTISIA TRIACANTHOS 'IMPCOLE' TM
CONIFEROUS SHRUBS		
SGJ	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'
SPJ	SPARTAN JUNIPER	JUNIPERUS CHINENSIS 'SPARTAN'
DECIDUOUS SHRUBS		
BLC	IROQUOIS BEAUTY BLACK CHOKEBERRY	ARONIA MELANOCARPA 'IROQUOIS BEAUTY' TM
COR	FIREDANCE™ DOGWOOD	CORNUS SERICEA 'BAILADELINE'
FLW	ARTIC BLUE LEAF WILLOW	SALIX X 'FLAME'
GDW	GRAY DOGWOOD	CORNUS RACEMOSA
GRO	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'
LDN	LITTLE DEVIL™ DWARF NINEBARK	PHYSCOCARPUS OPULIFOLIUS 'DONNA MAY'
ORNAMENTAL GRASSES		
BBB	BLACKHAWKS BIG BLUESTEM	ANDROPOGON GERARDII 'BLACKHAWKS'
LBS	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
PDS	PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS
PERENNIALS		
BEE	BEE-YOU™ BEE-MERRY BEE BALM	MONARDA X 'BEE-MERRY'
MOO	MILLENIUM ORNAMENTAL ONION	ALLIUM X 'MILLENIUM'
MSY	MOONSHINE YARROW	ACHILLEA X 'MOONSHINE'

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC -

LAKEVILLE

PREPARED FOR

COOPERATIVE

BUILDING SOLUTIONS

MM

LANDSCAPE PLAN ENLARGEMENT

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION OR REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
LANDSCAPE ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA.



RYAN A. HYLLESTED, RLA

DATE: 04/10/2025 MN LIC. NO. 53828

No.	REVISIONS	DATE	BY
5	CITY COMMENTS	04/10/2025	BMMW
4	CITY & CLIENT COMMENTS	04/01/2025	BMMW
3	CLIENT COMMENTS	03/20/2025	BMMW
2	CITY COMMENTS	03/07/2025	BMMW
1	CITY COMMENTS	01/20/2025	BMMW

Kimley»»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LN SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272



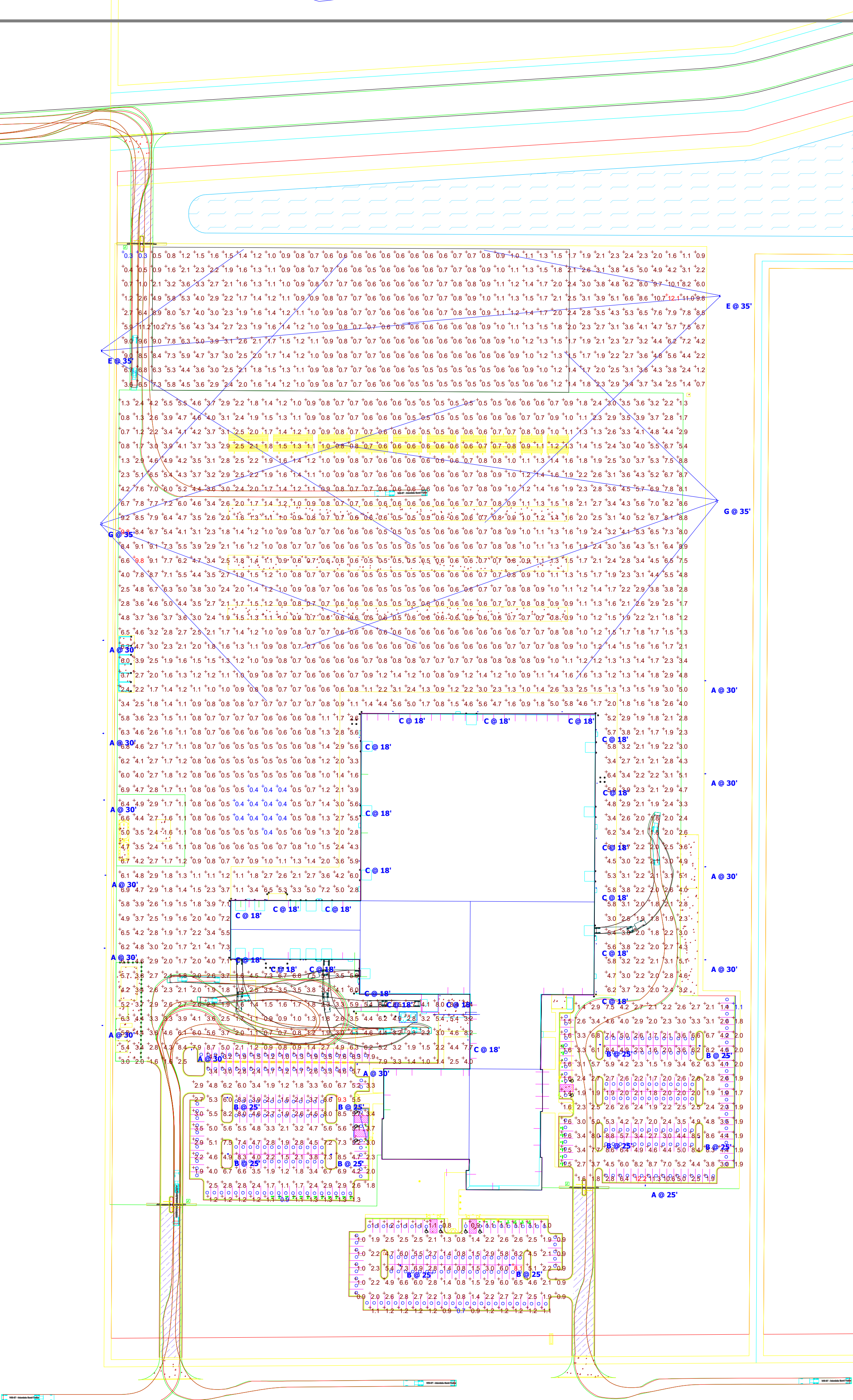
Schedule							
Symbol	Label	QTY	Catalog Number	Description	Filename	Lumens per Lamp	LLF Wattage
	A	13	MRM-LED-SSL-SIL-4-40-70CRI		MRM-LED-SSL-SIL-4-40-70CRI.ies	54219	1 435
	B	10	MRM-LED-SSL-SIL-SW-40-70CRI		MRM-LED-SSL-SIL-SW-40-70CRI.ies	52502	1 438
	C	22	XWM-4-LED-21L-40		XWM-4-LED-21L-40.ies	20766	1 150
	E	2	SP-J21000W50D30N	LED	SP-J2-1000W50D 30in N_IESNA2002.IES	149241.3	1 2991.63
	G	2	SP-J21000W50D30N	LED	SP-J2-1000W50D 30in N_IESNA2002.IES	149241.3	1 3988.84

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ASPHALT LOT	+	2.3 fc	9.8 fc	0.4 fc	24.5:1	5.8:1
HIGH MAST AREA	+	2.4 fc	12.1 fc	0.3 fc	40.3:1	8.0:1
MEMBER & VISITOR PARKING	+	2.4 fc	8.1 fc	0.7 fc	11.6:1	3.4:1
SECURE EMPLOYEE PARKING	+	3.8 fc	9.3 fc	0.9 fc	10.3:1	4.2:1
SECURE EMPLOYEE PARKING 121 SPACING	+	3.7 fc	12.2 fc	1.1 fc	11.1:1	3.4:1

Note

1. MOUNTING HEIGHTS NOTED ON DRAWING
2. CALCULATIONS TAKEN AT GROUND LEVEL
- 3.LAYOUT IS AN ESTIMATE

Plan View
Scale - 1" = 100ft





M+H
ARCHITECTS

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COOPERATIVE
BUILDING SOLUTIONS

DAKOTA ELECTRIC
ASSOCIATION HQ

225 ST. W.
LAKEVILLE, DAKOTA COUNTY, MN

DAKOTA
ELECTRIC
ASSOCIATION
Your Touchstone Energy® Cooperative

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CONSTRUCTION
2/13/2025
3:43:01 PM

REVISION:
SCHEMATIC DESIGN 10.31.2024
DESIGN DEVELOPMENT 02.13.2025

Sheet Issue Date: 01.23.2024
Job Number: 23096.10
Drawn By: HD, JK, MI, NW
Checked By: JJB, JB, MD
Drawing Title:
ELEVATIONS - OFFICE

A3.1

Page 184 of 255



Date: 4/21/2025

**Joint Powers Agreement with Dakota County for
CSAH 70 Intersection Improvements with Lakeville 35 Logistics Center North Addition**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Dakota County for County State Aid Highway 70 Intersection Improvements with Lakeville 35 Logistics Center North Addition, City Project 25-17.

Overview

The City of Lakeville and Dakota County are partnering to complete highway improvements along County State Aid Highway (CSAH) 70 (Juniper Way), approximately one-half mile southeast of CSAH 5 (Kenrick Avenue). At its February 3, 2025, meeting, the City Council approved a final plat for the development of Lakeville 35 Logistics Center North Addition. The County determined during the Lakeville 35 Logistics Center North Addition plat review that an extension north of the existing "T" intersection at CSAH 70 and 215th Street and into the proposed development was an unsuitable access location due to safety concerns and sightline deficiencies. The County and Developer coordinated a new full-access location at the northwest corner of the plat. The highway improvements will be completed in conjunction with construction of the Lakeville 35 Logistics Center North Addition plat.

The Joint Powers Agreement establishes City and County project responsibilities and cost participation. The Dakota County 2040 Transportation Plan (July 2021) includes cost-participation provisions through their access permitting process, whereas the City will reimburse the Developer the County's cost-share. There is no cost to the City.

Supporting Information

1. 2025.04.21 Joint Powers Agreement (Dakota County Contract 22758)

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Zach Johnson, City Engineer
--

JOINT POWERS AGREEMENT FOR

**PRELIMINARY ENGINEERING, FINAL DESIGN ENGINEERING, CONSTRUCTION,
MAINTENANCE, AND COST PARTICIPATION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NO. 70-27

CITY PROJECT NO. 25-17

SYNOPSIS: Dakota County and the City of Lakeville agree to construct a new full-access intersection along County State Aid Highway (CSAH) 70 approximately 2300-feet southeast of CSAH 5 (Kenrick Avenue). The County will participate up to 85 percent of one half (42.5 percent) of the costs for the opposing center left turn lanes constructed with the new full-access intersection. The construction of the intersection will occur in conjunction with the Lakeville 35 Logistics Center North Addition development.

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Lakeville ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 70-27 and City Project 25-17; and

WHEREAS, County Project 70-27 is the construction of a new full-access intersection on County State Aid Highway (CSAH) 70 approximately 2300-feet southeast of CSAH 5 (Kenrick Avenue) that will include opposing center left turn lanes and a westbound right turn lane (the "Project"); and

WHEREAS, the City desires to construct the intersection improvement in 2025 in conjunction with the Lakeville 35 Logistics Center North Addition developer-installed public improvements in anticipation of County reimbursement per policies included in the current adopted Dakota County 2040 Transportation Plan (dated July 2021); and

WHEREAS, the current adopted Dakota County 2040 Transportation Plan (dated July 2021) includes Cost Share Policy F.19 Left Turn Lane/Access Permit Process; and

WHEREAS, CSAH 70 was reconstructed in 2021 to modernize the high-speed rural two-lane roadway to a high-speed, four-lane, divided county roadway with principal arterial classification; and

WHEREAS, the existing T-intersection of CSAH 70 and 215th Street (local roadway) was improved but did not contemplate an extension of 215th Street to the north based on the City's comprehensive planning; and

WHEREAS, since the CSAH 70 reconstruction, development has taken interest in vacant land adjacent to CSAH 70 and the City's future extension of 215th Street; and

WHEREAS, the City determined to eliminate the future 215th Street extension from their comprehensive plan and is proceeding with intentions to relocate the future roadway network to the west at the location of the new full-access intersection proposed with CP 70-27; and

WHEREAS, the existing location of the intersection of CSAH 70 and 215th Street is located on a high-speed horizontal curve and does not present a safe location to extend a northern street connection to as the sight lines create a hazard for public safety; and

WHEREAS, City and County staff mutually agreed that relocating the public intersection west, to the location of the proposed full-access, is in the best interest of public safety; and

WHEREAS, County Board authorized the cost participation in the project with Resolution No. 25-185 (April 8, 2025); and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to cost participate in the developer-installed public improvements project and ongoing maintenance; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said developer-led new full access intersection construction and maintenance, per Cost Share Policy F.19 Left Turn Lane/Access Permit Process within the current adopted Dakota County 2040 Transportation Plan (July 2021).

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The City shall be the lead agency for design, right-of-way acquisition, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Preliminary Engineering. "Preliminary "Engineering" shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:
 - a. Surveying and mapping.
 - b. Engineering studies and reports
 - c. Public involvement process
 - d. Environmental reports
 - e. Geotechnical information
 - f. Drainage designs
 - g. Traffic evaluation of various alternatives
 - h. Preliminary layouts (30% Plans)
3. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.

4. Plans, Specifications and Award of Contract. The City will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.
5. Right-of-Way. As part of the Lakeville 35 Logistics Center North Addition plat approval, any right-of-way dedication from the development property necessary for the Project was established. No additional right-of-way acquisition is anticipated to complete the Project. If any easements are necessary for completion during construction, the City, as the lead agency, will undertake all actions necessary to acquire, including but not limited to, temporary highway right-of-way, wetland damage mitigation and banking, drainage and ponding, and water pollution control best management practices for the Project. The costs of acquiring any necessary right-of-way for the Project shall be shared in accordance with the current adopted Dakota County Transportation Plan (July 2021) and Cost Share Policy F.3 Cost Participation - Right-of-Way.
6. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation (July 2021).

7. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
8. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project, such as new utility installation, utility servicing, improving adjacent streets and access modifications not required by the project. The City shall be responsible for 100% of costs, including design.
9. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the current adopted Dakota County 2040 Transportation Plan (July 2021) Appendix A Cost Share Policies F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment A) that was provided by the consultant for the Lakeville 35 Logistics Center North Addition development and as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

County Board authorized County Project 70-27 to be eligible to apply Cost Share Policy F.19 with Resolution No. 25-185 (April 8, 2025). Cost Policy F.19 states: In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

The opinion of cost reflected in Attachment A shows a Dakota County cost participation of \$391,526 for CP 70-27. This represents a 42.5% cost share for the left turn lanes engineering and construction.

10. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- during construction if total contract changes exceed \$100,000;
- once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for Engineering Costs, right-of-way acquisition, utility relocation, construction, and administration.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

11. Payment. The City shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

12. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City's appointed representative is Zach Johnson, City Engineer, and the County's appointed representative is Jake Chapek, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

13. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
14. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2026.
15. Final Acceptance. Final completion of the Project must be approved by both the County and the City.
16. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
17. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new City facilities.
18. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current adopted *Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025412)*.

19. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails within County right-of-way shall be provided in accordance with the current adopted Dakota County 2040 Transportation Plan (July 2021). The County shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the current adopted Dakota County 2040 Transportation Plan (July 2021).
20. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.
21. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
22. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps

from the individual parties. The County shall include the City as additional insured in the contract documents.

23. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.
24. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
25. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the current adopted Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

26. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA
Erin Laberee, Dakota County
Engineer (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7100
Erin.Laberee@co.dakota.mn.us

CITY OF LAKEVILLE
Zach Johnson
City Engineer (or successor)
20195 Holyoke Avenue
Office: 952-985-4500
zjohnson@lakevillemn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their
duly authorized officials.

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL

City Engineer

By _____
Mayor

Date _____

(SEAL)

By _____
City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By: _____
Physical Development Director

Date: _____

APPROVED AS TO FORM:

COUNTY BOARD RESOLUTION

Assistant County Attorney Date
KS- _____

No. 25-185 Date: 4/8/2025

90% ENGINEER ESTIMATECounty Road 70
Lakeville, MN

	LIKEWISE PARTNERS PARTICIPATION (66%)	\$764,218
	DAKOTA COUNTY PARTICIPATION (34%)	\$391,526
	ESTIMATED TOTAL PROJECT COST	\$1,155,744
	DESIGN ENGINEERING	\$84,500
	CONSTRUCTION OBSERVATION & TESTING (8%)	\$68,560
	CONSTRUCTION ADMIN, INSURANCE, ETC. (7%)	\$59,990
	CONTINGENCIES (10%)	\$85,699
	ESTIMATED TOTAL CONSTRUCTION COST:	\$856,995
	LEFT TURN LANE COST:	\$683,106
	RIGHT TURN LANE COST:	\$173,889
	LIKEWISE PARTNERS' CONTRIBUTION 57.5% LT Lane + RT Lane:	\$566,675
	DAKOTA COUNTY'S CONTRIBUTION 42.5% of LT Lane:	\$290,320

BID NO.	ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	LEFT TURN LANE	RIGHT TURN LANE	Additional Mill & Overlay	UNIT PRICE	LEFT TURN LANE COST	RIGHT TURN LANE COST	Additional Mill & Overlay Cost	TOTAL PROJECT COST
1	2021.501	MOBILIZATION	L.S.	1	0.62	0.38	0	\$30,000.00	\$18,600.00	\$11,400.00	\$0.00	\$30,000.00
2	2104.502	SALVAGE MARKER	EACH	2	0	2	0	\$50.00	\$0.00	\$100.00	\$0.00	\$100.00
3	2104.503	SAWING PAVEMENT(FULL DEPTH)	LIN FT	4090	3156	934	0	\$3.00	\$9,468.30	\$2,801.70	\$0.00	\$12,270.00
4	2104.503	REMOVE PIPE CULVERTS	LIN FT	66	0	66	0	\$16.00	\$0.00	\$1,056.00	\$0.00	\$1,056.00
5	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	68	68	0	0	\$18.00	\$1,224.00	\$0.00	\$0.00	\$1,224.00
6	2104.503	REMOVE CURB AND GUTTER	LIN FT	2274	2124	150	0	\$5.00	\$10,620.00	\$750.00	\$0.00	\$11,370.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1598	1189	410	0	\$10.00	\$11,886.67	\$4,095.56	\$0.00	\$15,982.22
8	2104.518	REMOVE CONCRETE WALK	SQ FT	4138	3888	250	0	\$2.00	\$7,776.00	\$500.00	\$0.00	\$8,276.00
9	2106.507	EXCAVATION - COMMON	CU YD	4984	4105	879	0	\$9.00	\$36,947.08	\$7,908.33	\$0.00	\$44,855.42
10	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	3292	2683	609	0	\$15.00	\$40,237.78	\$9,142.22	\$0.00	\$49,380.00
11	2118.507	AGGREGATE SURFACING (CV) CLASS 2	SQ YD	337	234	103	0	\$73.00	\$17,106.33	\$7,527.11	\$0.00	\$24,633.44
12	2118.507	AGGREGATE BASE CLASS 5	CU YD	967	755	212	0	\$55.00	\$41,522.00	\$11,646.42	\$0.00	\$53,168.42
13	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	3908	730	173	3005	\$3.00	\$2,188.67	\$520.33	\$9,014.67	\$11,723.67
14	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	SQ YD	18	14	4	0	\$120.00	\$1,706.40	\$453.60	\$0.00	\$2,160.00
15	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4:B)	TON	676	584	92	0	\$100.00	\$58,434.44	\$9,165.56	\$0.00	\$67,600.00
16	2360.509	TYPE SP 12.5 WEAR COURSE MIX (4:E)	TON	1344	867	137	340	\$105.00	\$90,984.25	\$14,435.75	\$35,700.00	\$141,120.00
17	2506.602	INSTALL MANHOLE (48")	EACH	1	1	0	0	\$5,000.00	\$3,950.00	\$1,050.00	\$0.00	\$5,000.00
18	2506.602	INLET STRUCTURE	EACH	6	6	0	0	\$3,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00
19	2503.503	15" RC PIPE APRON	EACH	1	1	0	0	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00
20	2503.503	21" RC PIPE APRON	EACH	2	0	2	0	\$2,800.00	\$0.00	\$5,600.00	\$0.00	\$5,600.00
21	2503.503	21" RC PIPE CULVERT	LIN FT	85	0	85	0	\$101.00	\$0.00	\$8,585.00	\$0.00	\$8,585.00
22	2503.503	15" RC PIPE SEWER CLASS III	LIN FT	844	667	177	0	\$80.00	\$53,340.80	\$14,179.20	\$0.00	\$67,520.00
23	2521.518	4" CONCRETE WALK	SQ FT	5500	5500	0	0	\$8.00	\$44,000.00	\$0.00	\$0.00	\$44,000.00
24	2521.602	CONCRETE CURB RAMP WALK	SQ FT	315	0	315	0	\$16.00	\$0.00	\$5,040.00	\$0.00	\$5,040.00
25	2531.503	CONCRETE CURB AND GUTTER DESIGN B418	LIN FT	2159	2134	25	0	\$29.00	\$61,886.00	\$725.00	\$0.00	\$62,611.00
26	2563.601	TRAFFIC CONTROL	LS	1	0.79	0.21	0	\$35,000.00	\$27,650.00	\$7,350.00	\$0.00	\$35,000.00
27	2564.502	INSTALL MARKER	EACH	2	0	2	0	\$150.00	\$0.00	\$300.00	\$0.00	\$300.00
28	2564.502	INSTALL SIGN TYPE C	EACH	11	10	1	0	\$250.00	\$2,500.00	\$250.00	\$0.00	\$2,750.00
29	2573.502	STORM DRAIN INLET PROTECTION	EACH	5	5	0	0	\$200.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
30	2573.503	SILT FENCE; TYPE SD	LIN FT	943	943	0	0	\$43.00	\$40,549.00	\$0.00	\$0.00	\$40,549.00
31	2573.503	SILT FENCE; TYPE MS	LIN FT	39	39	0	0	\$3.00	\$117.00	\$0.00	\$0.00	\$117.00
32	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	310	310	0	0	\$4.00	\$1,240.00	\$0.00	\$0.00	\$1,240.00
33	2580.618	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE WR	LIN FT	12173	9617	2556	0	\$2.00	\$19,233.34	\$5,112.66	\$0.00	\$24,346.00
34	2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	2121	2121	0	0	\$2.00	\$4,242.00	\$0.00	\$0.00	\$4,242.00
35	2582.503	6" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	889	589	300	0	\$8.25	\$4,859.25	\$2,475.00	\$0.00	\$7,334.25
36	2582.503	8" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	1586	1586	0	0	\$6.00	\$9,516.00	\$0.00	\$0.00	\$9,516.00
37	2582.503	24" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	70	70	0	0	\$15.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00
38	2582.503	6" BROKEN LINE PAINT GR IN (WR)	LIN FT	1531	1531	0	0	\$1.50	\$2,296.50	\$0.00	\$0.00	\$2,296.50
39	2582.503	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	90	60	30	0	\$25.00	\$1,500.00	\$750.00	\$0.00	\$2,250.00
40	2011.601	CONSTRUCTION SURVEYING	LS	1	0.62	0.38	0	15399	\$9,547.38	\$5,851.62	\$0.00	\$15,399.00
41	2016.601	CONTRACTOR TESTING	LS	1	0.62	0.38	0	15930	\$9,876.60	\$6,053.40	\$0.00	\$15,930.00
								\$667,455.79	\$144,824.46	\$44,714.67		\$856,994.92



Date: 4/21/2025

**Joint Powers Agreement with Dakota County
for Pilot Knob Road and 170th Street Traffic Signal System Improvements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Dakota County for Traffic Signal System Improvements at County State Aid Highway 31 (Pilot Knob Road) and 170th Street, City Project 25-16.

Overview

The City of Lakeville and Dakota County are partnering to complete traffic signal system improvements at the intersection of County State Aid Highway (CSAH) 31 (Pilot Knob Road) and 170th Street to promote a safe and efficient transportation system.

The existing traffic signal system was installed in 1997. New traffic signal system components and wiring are proposed to address increasing traffic volumes and allow for protected left turns along the 170th Street eastbound/westbound approaches to modernize and upgrade the system to current industry standards. The project will improve vehicle mobility and intersection operations to enhance pedestrian/bicyclist crossing safety. Construction is programmed for 2025.

The Joint Powers Agreement establishes City and County project responsibilities and cost participation. The County is the lead agency for design, construction and construction administration of the project. The City's estimated cost is \$12,000 and will be financed by the Pavement Management Fund.

Supporting Information

1. 2025.04.21 Joint Powers Agreement (Dakota County Contract 22575)

Financial Impact: \$12,000 Budgeted: No Source: Pavement Management Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Zach Johnson, City Engineer
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**JOINT POWERS AGREEMENT FOR ENGINEERING, CONSTRUCTION, CONSTRUCTION
ADMINISTRATION, MAINTENANCE, OPERATION, AND COST PARTICIPATION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NO. 31-120

CITY PROJECT NO. 25-16

SYNOPSIS: Dakota County Transportation Department and the City of Lakeville agree to modify the existing traffic signal system at the intersection of County State Aid Highway (CSAH) 31(Pilot Knob Road) and 170th Street to allow for bimodal flashing yellow arrow signals on the 170th Street approaches.

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Lakeville ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, Subd. 1 and 471.59, Subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with Dakota County Project (DCP) 31-120 to modify the traffic signal system at the intersection of County State Aid Highway (CSAH) 31 (Pilot Knob Road) and 170th Street in the City of Lakeville, Dakota County ("Project"); and

WHEREAS, by Resolution No. 24-412 (August 13, 2024), the County Board authorized the Physical Development Director to execute a joint powers agreement with the City for the Project; and

WHEREAS, the County and City have included these respective improvements in their Capital Improvement Programs and will jointly participate as further defined within this Agreement.

NOW, THEREFORE, it is agreed that the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted Cost Sharing Policies within the Dakota County 2040 Transportation Plan (July 2021), jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County is the lead agency for design, construction, construction administration, and inspection of the Project. Subject to the requirements below, the County and City shall each retain final decision-making authority within their respective jurisdictions.

2. Engineering. Design engineering including all aspects of the Project (public involvement, agency involvement, preliminary/final design etc.), surveying, mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time for these purposes, shall be split based on the County's and City's share of the final construction costs.

3. Construction. The costs associated with modifying the existing traffic signal system shall be shared in the amount of fifty percent (50%) by the County and fifty percent (50%) by the City. Cost sharing includes County-furnished items, and all signal revision construction items outlined in the plans and specifications except for elements as called out under this agreement or the current Dakota County Transportation Plan.

4. Plans, Specifications and Award of Contract. The County shall prepare the complete plans, specifications, and contract documents for the Project consistent with State Aid design standards and the Dakota County 2040 Transportation Plan (July 2021). The County is the lead agency for bidding and awarding the construction contract. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

5. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.

6. City Utilities. Except as stated in the above sections of this Agreement, the City shall be responsible for the maintenance of all sanitary sewer, watermain, and appurtenant facilities after completion of the Project.

7. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs. Updated cost estimates will be provided by the lead agency at the following times:

- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$25,000;
- once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for engineering, right-of-way acquisition, utility relocation, construction, and administration. The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project cost estimates.

8. Payment. The County shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the County Engineer. The County will invoice the City for the City share of Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work. The City share of Project costs for CP 31-120 is estimated to be \$12,000, as of January 2025.

9. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each Party prior to execution of work. The City's appointed representative is Zach Johnson, City Engineer, and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

10. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.

11. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2025.

12. Final Acceptance. Final acceptance of the Project must be approved by all parties to the Agreement.

13. Geometry and Operation. The geometric configuration of the CSAH 31 and 170th intersection, including lane alignments and traffic assignments for all approaches, traffic signing, signal phasing, and traffic operations will be determined by the County in cooperation with the City. The City agrees to make no changes to intersection operations through pavement marking, signing, or other construction measures beyond routine maintenance except with the written approval of the County.

14. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The County shall include the City as additional insured in the contract documents.

16. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

17. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.

18. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the design and construction of the Project; whether written or oral. All agreements for future maintenance or cost responsibilities memorialized in existing traffic signal agreements shall survive and continue in full force and effect after completion of the construction provided for in the Agreement together with each party's indemnification obligations.

19. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA

Erin Laberee (or successor)
Dakota County Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7100
erin.laberee@co.dakota.mn.us

CITY OF LAKEVILLE

Zach Johnson (or successor)
City Engineer
20195 Holyoke Avenue
Lakeville, MN 55044
(952) 985-4500
zjohnson@lakevillemn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Any party may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

City Engineer

(SEAL)

By _____
Mayor

By _____
City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By _____
Physical Development Director

Date _____

APPROVED AS TO FORM:

Assistant County Attorney
Date:
KS- _____

COUNTY BOARD RESOLUTIONS
No. 24-412 Date: August 13, 2024



Date: 4/21/2025

**Resolution Adopting Assessments for City Improvement Project 25-02 and Repealing
Resolution No. 25-053**

Proposed Action

Staff recommends adoption of the following motion: Adopt Assessments for City Improvement Project 25-02 and Repealing Resolution No. 25-053

Overview

The public hearing for City Improvement Project 25-02 was held on April 7, 2025, and the assessment roll resolution was approved by City Council. The original resolution included the estimated interest rate of 3.88%, as provided by Northland Financial prior to the sale of the 2025A Bonds. This year's bond sale occurred earlier than usual to align with the construction timeline of the FiRST Center, which represented the largest portion of the bond issuance. As a result, the actual interest rate of 3.25% from the bond sale was available and included in the assessment notifications sent to property owners. The only change in the resolution is the effective interest rate going down from 3.88% to 3.25%.

Supporting Information

1. Amend Resolution 25-053 for Interest Rate

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

RESOLUTION NO. _____

**Resolution Adopting Assessments for City Improvement Project 25-02
And Repealing Resolution No. 25-053**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for City Project 25-02 within portions of Cherry View 2nd Addition, Cherrywood Heights, Creek View 2nd Addition, and Foxborough Addition at the April 7th 2025 Council meeting; and

WHEREAS, the assessment roll interest rate on Resolution No. 25-053 was based on estimated rates prior to the bond sale; and

WHEREAS, the actual interest rate of the bond sale was available and provided in the assessment notifications; and

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

1. Resolution No. 25-053 adopted on April 7th, 2025 is hereby Repealed, and
2. Such proposed assessment in a total amount of \$564,768, copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included in the hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
3. Such assessments shall be considered payable in equal annual principal installments over a period of five (5) years for assessment values up to \$2,500, ten (10) years for assessment values from \$2,501-\$5,000, fifteen (15) years for assessment values \$5,001-\$7,500, and twenty (20) years for assessment values over \$7,501 the first of the installments to be payable on or before the first Monday in January 2026. The assessments shall bear interest at the rate of 3.25% per annum from the date of the adoption of the original assessment resolution on April 7, 2025. To the first installment shall be added interest on the entire assessment from April 7, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. The owner of any property may, prior to certification of the assessment to the County Auditor, pay the whole or portion of the assessment on such property. No interest will be charged if the entire assessment is paid by November 15, 2025. No partial payments will be accepted after November 15, 2025. Payments made between November 16, 2025 and December 15, 2025 will include daily interest accrued from November 16 to the date of the payment. The first-year installment payments will be due with taxes payable 2026 and will include interest accrued from November 16, 2025 – December 31, 2026. The property owner may at any time pay the entire amount of the assessment remaining unpaid.

5. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED by the Lakeville City Council this 21st day of April 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 4/21/2025

Contract Amendment for Ipava Avenue Tree Watering and Maintenance Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract amendment with Friedges Landscaping to extend the Ipava Avenue Tree Watering and Maintenance Contract for 2025.

Overview

In the spring of 2023, 104 new trees were planted on Ipava Avenue under a cost reimbursement agreement with CenterPoint Energy. The trees were planted as part of the restoration of the corridor's landscape following the CenterPoint Energy gas line replacement project. Under the cost reimbursement agreement with CenterPoint Energy, three years of tree watering and maintenance services are to be provided to promote tree establishment with all associated costs reimbursed to the City of Lakeville. The agreement began with the tree planting in 2023 and concludes at the end of 2025.

The contract for services with Friedges Landscaping, originally approved June 20, 2023, includes the option to renew the contract for two additional years. The City contacted Friedges Landscaping in March regarding renewal and Friedges provided an updated letter of interest and price adjustment as allowed in the contract. Maintenance and watering costs for 2025 were adjusted to \$20,988.00, an increase of 10% from 2024 rates. The contract includes 10-20 watering cycles, mulch for all trees, and staking on an as-needed basis. Payments under the contract are on a per-unit basis with the quoted price set as the total cost of watering if all 20 watering cycles are needed. All costs incurred under the contract will be reimbursed by CenterPoint Energy. Staff recommends approval of the contract amendment with Friedges Landscaping.

Supporting Information

1. Contract Amendment
2. Signed Letter of Intent
3. Signed Proposal Complete

Financial Impact: \$20,988.00, (All costs to be reimbursed by CenterPoint Energy) Budgeted: No Source: Forestry, reimbursement Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zachary Jorgensen, City Forester

SECOND AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDMENT ("Amendment") is made this 21st day of April 2025 ("effective Date") by and between the CITY OF LAKEVILLE, a Minnesota municipal corporation ("City"), and FRIEDGES LANDSCAPING, INC. , a Minnesota corporation, hereinafter referred to as the "Contractor".

RECITALS

- A. The parties entered into a Contract for Services dated June 20th, 2023 ("Contract") for tree maintenance and watering services on Ipava Avenue;
- B. The Contract provides that the City may renew the Contract for an additional 2 terms;
- C. The City desires to renew the Contract for the second additional term.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to Paragraph 5 of the Agreement.** The term of this Contract shall be from the effective date of the executed Amendment to Contract for Services to the completion of all work contemplated by the Contract or November 14th, 2025 unless terminated earlier pursuant to the terms of this Contract.
2. **Effect of Agreement.** Except as specifically amended by this Amendment, the Contract shall remain in full force and effect.

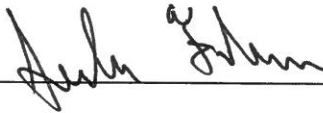
IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment as of the day and year first above written.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

FRIEDGES LANDSCAPING, INC.:

By:  _____

Print Name: _____ Justin Friedges

Its: _____ Vice President



9380 202nd Street West Lakeville, MN 55044
Phone: (952) 469-2996 Fax: (952) 469-1755

3/20/25

Zach Jorgensen
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: 2023/2024 TREE WATERING AND MAINTENANCE – IPAVA AVENUE

I am interested in extending the above referenced project for the 2025 season. There will be 10% price increase from the 2023/2024 original quotes.

Best Regards,

Justin Friedges
Vice President

QUOTATION FORM

Tree Watering and Maintenance Quote, Per Trip

Please provide the proposed watering and maintenance fees requested below. A minimum of 10 watering trips will be scheduled per growing season, with up to 20 trips total based on rainfall during growing season. Payment will be made on a per trip basis.

Ipava Avenue

Watering	Quantity of Trees	Proposed Tree Watering Fee Per Trip*
Ipava Avenue	104	\$ 935.00
	SUBTOTAL Up to 20 trips per year, Multiply Proposed Tree Watering Fee x20	\$ 18,700.00
*The Fee Per Trip covers one complete watering of all 104 trees. Per specifications, there will be a minimum of 10 trips, and up to 20 trips during the growing season. Payment will be made on a per trip basis. Price includes cost of all other labor, equipment, and materials including the installation and removal of water bags and tree trunk protection, weeding, and reporting as identified in the specifications.		

Additional Service	Quantity	Proposed Fee Per Tree Mulched
Mulch Tree	104	\$ 22.00
	SUBTOTAL (Per tree cost multiplied by 104)	\$ 2,288.00

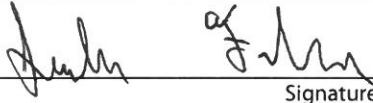
Additional Service	Quantity	Proposed Fee Per Tree Staked
Tree Staking	As needed	\$ 27.50

Total of Watering and Mulch: \$ 20,988.00

Firm: (indicate full legal name of proposing entity)

Friedges Landscaping Inc.

By:



Signature

Justin Friedges

Printed Name

Title:

Vice President

Submittal Date:

3/20/25

Address:

9380 202nd St. W.

Lakeville, MN 55044

Telephone No.

952-469-2996

Contact Name and Email

Jason Day

jason@friedgesinc.com



Date: 4/21/2025

Pumpkin Creek Preliminary Plat and Rezoning

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the preliminary plat of Pumpkin Creek, and 2) an ordinance amendment rezoning the property from RS-2 to RS-3 and adopt the findings of fact dated April 21, 2025.

Overview

Peter Knaeble has submitted a preliminary plat application for a 26 lot single-family subdivision on 20.03 acres. The applicant also submitted a request to rezone the property from RS-2, Single-Family Residential to RS-3, Single-Family Residential. The proposed RS-3 zoning remains consistent with the low-density residential land use classification in the 2040 Comprehensive Plan. The proposed development is generally located east of Kenwood Trail, west of Ipava Avenue, and south of 185th Street.

The Planning Commission held a public hearing at their March 20, 2025 meeting. There was public comment from two residents regarding the proposed zoning change and concerns about increased traffic on 185th Street and wetlands and wildlife in the area. The Planning Commission unanimously recommended approval of the preliminary plat and rezoning. The Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat at their March 19, 2025 meeting.

Supporting Information

1. Ordinance, Findings, and Prelim Resolution
2. PC and PRNR meeting minutes
3. Planning and Engineering Staff Reports 3-11-25
4. Exhibits A-B - maps
5. Exhibit C - Preliminary Plat
6. Exhibits D-J Civil Plans

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner
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ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE REZONING PROPERTY FROM RS-2 TO RS-3 IN
CONJUNCTION WITH THE PUMPKIN CREEK PLAT

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Legal Description. The following described property located within the City of Lakeville, Dakota County, Minnesota is hereby rezoned RS-2, Single Family Residential District to RS-3, Single Family Residential District:

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.
Abstract Property.

and

The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 114, Range 20, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.
Abstract Property.

Section 2. Zoning Map. The Zoning Map of the City of Lakeville, adopted by Section 11-45-5 of the City Code, shall not be republished to show the aforesaid rezoning, but the Zoning Administrator shall appropriately mark the zoning map on file in the Zoning Administrator's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 3. Effective Date. This ordinance shall be effective upon its passage by the City Council and the recording with Dakota County of the final plat.

ADOPTED by the Lakeville City Council this 21st day of April 2025.

CITY OF LAKEVILLE

BY:_____

Luke M. Hellier, Mayor

ATTEST:_____

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

PUMPKIN CREEK
ZONING MAP AMENDMENT

FINDINGS OF FACT AND DECISION

On March 20, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Peter Knaeble for an amendment to the Zoning Map to rezone property from RS-2, Single Family Residential District to RS-3, Single Family Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is guided for Low Density Residential land use in the 2040 Comprehensive Land Use Plan.
2. The subject property is zoned RS-2, Low Density Residential District. Peter Knaeble has applied for an amendment to the Zoning Map to change the zoning of the property from RS-2, Single Family Residential District to RS-3, Single Family Residential District.
3. The legal description of the property is attached as Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. 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 Comprehensive Plan guides the property for low density residential development. The proposed rezoning to RS-3 zoning is consistent with the 2040 Comprehensive Plan. The RS-3 District zoning is also consistent with the zoning of other single-family residential developments in the area.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**
- Finding: The proposed single-family homes in the Pumpkin Creek preliminary plat will be compatible with the existing and proposed single-family developments to the north, south, east and west.

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

Finding: The proposed Pumpkin Creek single family residential development will comply with the applicable provisions of the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: Pumpkin Creek preliminary plat can be accommodated with the public services available to serve the subject property and will not overburden the City's service capacity.

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

Finding: The traffic generated by Pumpkin Creek preliminary plat will be within the capacity of the streets that will serve this development.

5. The report dated March 11, 2025 prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map Amendment in the form attached hereto.

DATED: April 21, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

EXHIBIT A

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property.

And

The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 114, Range 20, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Abstract Property

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF PUMPKIN CREEK**

WHEREAS, Peter Knaeble has requested approval of the preliminary plat of 26 single family lots to be known as **PUMPKIN CREEK**; legally described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing on the application at its March 20, 2025 meeting, preceded by published and mailed notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements and is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **PUMPKIN CREEK** preliminary plat is hereby approved subject to the following conditions:

1. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.
2. The Zoning Map amendment shall be effective upon the recording of the Pumpkin Creek final plat.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.
4. The developer shall construct five-foot wide concrete sidewalks along one side of all streets, except cul-de-sacs, as identified on the preliminary plat plans.
5. Outlots A-C shall be deeded to the City with the final plat.
6. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.
7. Any existing structures, fences, wells, and septic systems shall be removed with the development of this property.
8. The Developer shall place “Future Street Extension” signs and barricades at the east terminus of Irvine Trail and the west terminus of Street B.

9. The drainage and utility easement along the east side of Lot 4, Block 1 and Lot 3, Block 5 must shown as 10 feet in width on the final plat, to comply with Section 10-4-4.A of the Subdivision Ordinance.

ADOPTED by the Lakeville City Council this 21st day of April, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

EXHIBIT A

9920 185th St. W

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property.

9940 185th St. W

The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 114, Range 20, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Abstract Property

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
March 20, 2025

Chair Majorowicz called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Jenna Majorowicz, Vice Chair Christine Zimmer, Scott Einck, Pat Kaluza, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson.

Members Absent: Patty Zuzek

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager, Heather Botten, Senior Planner, Jon Nelson, Assistant City Engineer, Dawn Erickson, Recording Secretary.

7. Pumpkin Creek

Chair Majorowicz opened the public hearing to consider applications of Peter Knaeble for a preliminary plat and Zoning Map amendment to allow the development of 26 single-family residential lots to be known at Pumpkin Creek generally located east of Kenwood Trail (CSAH 50), west of Ipava Avenue and south of 185th Street (CSAH 60).

David Knaeble from Civil Sight Group introduced the project.

Ms. Botten presented the staff report.

Chair Majorowicz opened the hearing to the public for comment.

The following public comments were received:

- *Dick Sullivan, 9798 185th St, asked for an explanation of the difference between RS-2 and RS-3 zoning districts.*
- *Josh Wolter, 18462 Ixonia Ave, lives across the street from future development, expressed concerns about increased traffic, as well as concerns with the wetlands, wildlife and nature in the area.*

Motion was made by Kaluza, seconded by Zimmer to close the public hearing at 6:31 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Botten explained the difference between the RS-2 and RS-3 zoning districts, the biggest difference being the minimum lot size.

Jon Nelson, Assistant City Engineer, addressed the questions about stormwater runoff. Mr. Nelson stated that all city ordinance requirements are being met for stormwater runoff, including meeting

the rate and runoff controls for the development. Mr. Knaeble stated they are proposing two stormwater retention basins. Mr. Knaeble stated due to the types of soils present infiltration is not feasible. Mr. Knaeble stated the water quality going in to Lake Marion should be as good or better than what is going there currently.

Commissioner Zimmer asked if there would be any call for a type of underpass for the deer and wildlife in the area. Mr. Knaeble stated they have not noticed anything that would call for that.

Commissioner Swenson asked for clarification on the 185th Street construction. Mr. Knaeble stated they have coordinated the entry drive location to match up with where the crossing is. Mr. Nelson stated it is currently proposed as a full access intersection and Dakota County has jurisdiction over future restrictions to the roadway. Mr. Nelson stated Dakota County will continue to monitor at this intersection and at the corridor as a whole post construction.

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Chair Majorowicz asked if there was a traffic study done. Mr. Nelson stated a traffic study was not done, however there was a traffic impact analysis that took place with the project.
- Commissioner Zimmer asked if there would be a traffic study done once it is developed. Mr. Nelson stated there would not be a traffic study done for the Pumpkin Creek development. Mr. Nelson stated they would take a look at the traffic counts for 185th Street project once the construction is complete. Ms. Botten made note the plat was reviewed by the plat commission with Dakota County and they recommended approval in October 2024. Ms. Botten stated that was with 29 residential lots with one access point.
- Commissioner Swenson commented that the roadway connects all the way through the development to the road to the south. He stated that the City makes an effort with the developments to allow connectivity from one development to another, as well as alternate routes to get out of the development.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the Pumpkin Creek preliminary plat and Zoning Map amendment subject to the nine stipulations listed below:

1. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.
2. The Zoning Map amendment shall be effective upon the recording of the Pumpkin Creek final plat.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.
4. The developer shall construct five-foot wide concrete sidewalks along one side of all streets, except cul-de-sacs, as identified on the preliminary plat plans.
5. Outlots A-C shall be deeded to the City with the final plat.

6. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.
7. Any existing structures, fences, wells and septic systems shall be removed with the development of this property.
8. The Developer shall place “Future Street Extension” signs and barricades at the east terminus of Irvine Trail and the west terminus of Street B.
9. The drainage and utility easement along the east side of Lot 4, Block 1 and Lot 3, Block 5 must be shown as 10 feet in width on the final plat, to comply with Section 10-4-4.A of the Subdivision Ordinance.

Ayes: Majorowicz, Zimmer, Einck, Swenson, Traffas, Tinsley, Kaluza

Nays: 0

Respectfully submitted,

Dawn Erickson, Recording Secretary

**CITY OF LAKEVILLE
PARKS, RECREATION & NATURAL RESOURCES COMMITTEE
MEETING MINUTES
March 19, 2025**

Committee Chair Weberg called the meeting to order at 6:01 p.m. in the City Council Chambers.

Members Present: Holly Weberg, Steven Henneberry, Lindsay Haneman, Monica Joubert

Members Absent: Daniel Volkosh, Erin Young, Shahid Nadeem, Surya Ganesan (alternate)

Staff Present: Parks and Recreation Director Joe Masiarchin, Environmental Resources Manager Mac Cafferty

1. Approval of February 19, 2025 minutes

A motion was made by Joubert, seconded by Haneman to approve February 19, 2025 minutes with correction to citizen comments as communicated by staff.

Ayes: unanimous

2. Citizen comments

No citizens were present.

3. Lord of Life Townhomes Preliminary Plat, Easement Vacation and Variance

This preliminary plat consists of twenty-four twinhome lots and one common area lot within one block located west of Dodd Lane, south of Dodd Boulevard and east of Pilot Knob Road. The parcel is 5.74 acres with 0.42 acres being dedicated as Dodd Lane right-of-way. Development of the townhomes includes the construction of five-foot-wide concrete sidewalks with pedestrian curb ramps along both sides of Esprit Court. There are no wetlands on site and the preservation plan identified four significant trees that will be removed and replaced at a ratio of 2:1 per City ordinance.

Committee Member Weberg – Will additional screening between the higher density and single-family homes be included? Staff indicated that there is a channel and vegetation that will provide screening in addition to landscaping that the developer will be responsible for.

Motion was made by Haneman, seconded by Joubert to recommend to City Council approval of the Lord of Life Townhomes Preliminary Plat, Easement Vacation and Variance as presented in the March 11 Planning and Engineering reports.

Ayes: Unanimous

4. Pumpkin Creek Preliminary Plat & Rezoning

The proposed subdivision is located south and adjacent to 185th St. W., north of and adjacent to The Preserve of Lakeville Third Addition. The preliminary plat consists of twenty-six single-family lots on 20.03 acres. The developer is dedicating 1.28 acres as 185th St. W. right-of-way.

Four wetlands were identified on site totaling 1.6 acres, a replacement plan was submitted for review by the appropriate agencies. The proposed plan identifies impacts to 0.17 acres of wetland. Three outlots have been included as wetland and buffers and stormwater management basins that will be deeded to the City. The tree preservation plan identifies 548 total trees on site and proposes the preservation of 134 trees (25%). The park dedication will be collected in cash at the time of final plat.

Motion was made by Joubert, seconded by Haneman to recommend to City Council approval of the Pumpkin Creek Preliminary Plat & Rezoning as presented in the March 11 Planning and Engineering reports.

Ayes: Unanimous

5. Heritage Center Update | Presentation

Active Adults Recreation Program Coordinator, Bridget Samson attended the meeting to provide an update on Heritage Center activities. Membership continues to grow and has reached a record high of 1,606 members. Popular visits include bread, coffee bar, library, fitness programs and pickleball. Groups that saw significant growth in 2024 included pickleball (260), walking (36), ladies' golf (100), biking (70) and men's golf (78). Over the year, eighteen new programs and special events were added.

The facility underwent a number of upgrades this past year including, the installation of a new sound system, planting of a flower garden and new cameras were installed in the game room and atrium. Facility rentals also increased that resulted in a \$9,912 rental fee collection from 2023.

A number of new offerings are slated for 2025 including collaborative classes with the Arts Center, pen pal program, Eccentrics for Golfers Workshop, Potluck Pickleball Tournament, Pizza at the Park and in-house calligraphy classes.

6. Staff Report

Staff provided an update on the status of the Strategic Planning process that began in February. Heritage Center and Recreation staff met to develop an 18-month implementation plan.

A contract with WSB was approved by City Council to plan and design two trailheads as part of the Lake Marion Greenway project. The new trailheads will be located at Ritter Farm Park and downtown Lakeville on Howland Avenue near the Arts Center. The project will include construction of new trails and some trail reclamation, grant funding opportunities are being explored.

Staff thanked committee members Lindsay Haneman and Monica Joubert for their service on the committee.

Motion was made by Henneberry, seconded by Joubert to adjourn the March 19, 2025 meeting.

Ayes: unanimous

6. Adjourn

Meeting 6:55 p.m.



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: March 11, 2025
Subject: Packet Material for the March 20, 2025 Planning Commission Meeting
Agenda Item: Pumpkin Creek Preliminary plat and Zoning Map Amendment
Action Deadline: April 8, 2025

BACKGROUND

Peter Knaeble has submitted applications for a preliminary plat and Zoning Map amendment to allow the development of 26 single-family residential lots be known as Pumpkin Creek. The area of the preliminary plat includes two metes and bounds described parent parcels consisting of two single-family homes totaling 20.03 acres. The Pumpkin Creek preliminary plat is generally located east of Kenwood Trail (CSAH 50), west of Ipava Ave and south of 185th Street (CSAH 60). The Zoning Map amendment request is to rezone the property from RS-2, Single Family Residential District to RS-3, Single Family Residential District.

EXHIBITS

- A. Aerial Photo Map
- B. Existing and Proposed Zoning Map
- C. Preliminary Plat
- D. Site Plan
- E. Wetland Impact Plan
- F. Wetland Buffer Plan
- G. Grading Plan
- H. Tree Preservation Plan
- I. Landscape Plan
- J. Ghost plat
- K. Dakota County Plat Commission Letter, dated October 25, 2024

PLANNING ANALYSIS

ZONING MAP AMENDMENT

The Developer requests approval of a rezoning of the subject property from RS-2, Single Family Residential District to RS-3, Single Family Residential District, consistent with the zoning of the single-family neighborhoods to the south of the proposed plat.

Exhibit B identifies the property requested to be rezoned from RS-2 to RS-3. The proposed RS-3 District zoning remains consistent with the low-density residential land classification in the 2040 Comprehensive Plan. Findings of Fact in consideration of the Zoning Map amendment request is attached.

PRELIMINARY PLAT

Existing Conditions. The development site consists of two parcels that included single-family homes and accessory buildings. The homes and accessory buildings are planning to be removed from the property for the development of the parcels. Any and all wells on the property shall be capped and septic systems removed in compliance with code requirements. The properties include large stands of mature trees and wetlands.

Consistency with the Comprehensive Plan. The proposed preliminary plat is located in Planning District 4 of the proposed 2040 Comprehensive Plan. Planning District 4 guides the subject property as low-density residential development where city sewer is available as well as restricted development consistent with the wetlands located on the property.

MUSA. Pumpkin Creek preliminary plat area is located within the current Metropolitan Urban Service Area (MUSA) and is able to connect to adjacent City sewer and water utilities.

Zoning and Adjacent Land Uses. Pumpkin Creek preliminary plat area is currently zoned RS-2. The developer proposes to rezone the property to RS-3, consistent with the single-family neighborhood to the south, while remaining within the low-density residential land use guided in the 2040 Comprehensive Plan.

Zoning and Surrounding Uses. The proposed project is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	185 th Street (CSAH 60) Single Family Homes	Low Density Residential	RS-2 District
South	Single Family Homes	Low Density Residential	RS-3 District
East	Single Family Homes	Low Density Residential	RS-2 District
West	Single-Family Homes	Low Density Residential	RS-2 District

Consistency with the Capital Improvement Plan (CIP). City streets, sanitary sewer and water improvements for the area of the plat will be financed and constructed by the developer. The development costs associated with Pumpkin Creek development are not programmed in the 2025 – 2029 CIP.

Premature Subdivision Criteria. A preliminary plat may be deemed premature if any of the criteria listed in Chapter 10-2-4-1 of the Subdivision Ordinance exist. Eligible criteria pertain to a lack of adequate: drainage, water, streets, sanitary sewer, and public service capacity (police and fire protection). The other pertinent criteria pertain to inconsistencies with the City Comprehensive Land Use and Capital Improvement Plans (discussed above). Staff review of Pumpkin Creek preliminary plat against these criteria finds that it not a premature subdivision.

Density/Average Lot Size. The proposed preliminary plat consists of 26 single-family lots on 20.03 acres. This results in a gross density of 1.30 units per acre. Excluding arterial street right-of-way, wetlands, wetland buffers, and stormwater management ponds, the net density is 1.81 units per acre. Single-family lot sizes within Pumpkin Creek preliminary plat range from 11,067 square feet to 24,255 square feet in area.

Easements. At the time of final plat submittal, the side drainage and utility easement on the east side of Lot 4, Block 1 and the west side of Lot 3, Block 5 must be 10 feet in width, as required by Section 10-4-4.A of the Subdivision Ordinance.

Ghost Plat. A conceptual lot and street layout (ghost plat) sketch was submitted for City staff review for the abutting parcels of Pumpkin Creek. The sketch includes the extension of Irvine Trail to the east and Street B to the west, to Jasmine Way to the east.

Lots/Blocks. The following minimum single-family lot size requirements of the RS-3, Single-Family Residential District pertain to Pumpkin Creek preliminary plat:

	Lot Area (Interior)	Lot Area (Corner)	Lot Width (Interior)	Lot Width (Corner)	Lot Depth (Abutting 185th Street)
RS-3	11,000 s.f.	12,500 s.f.	85 feet	110 feet	150 feet

Setbacks. The following minimum requirements for single-family building setbacks in the RS-3 District pertain to the proposed preliminary plat:

	Front Yard	Side Yard (Interior)	Side Yard (Corner)	Rear Yard	Rear/Side Yard (Buffers)
RS-3	30 feet	10 feet	20 feet	30 feet	50 feet (rear) 30 feet (side)

The proposed house pads shown on the grading, drainage and erosion control plan indicate that side and rear yard setback requirements can be met. All 26 single-family lots have adequate building pad areas that meet setback requirements for principal structures.

Outlots. There are three outlots totaling 5.68 acres in the proposed preliminary plat. All three outlots will be deeded to the City with the final plat and the use of the proposed outlots will be as follows:

Outlot A: 0.13 acres consisting of wetland and buffers.

Outlot B: 0.54 acres consisting of wetland and buffers.

Outlot C: 5.01 acres consisting of wetland and buffers and stormwater management basins.

Streets. The following is a summary of streets proposed with or adjacent to the Pumpkin Creek preliminary plat. Additional detailed information is outlined in the Engineering Division memorandum dated March 11, 2025.

185th Street (CSAH 60) – Pumpkin Creek is located along the north plat boundary and is classified as a minor arterial in the City’s Comprehensive Transportation Plan. The 1.28 acres of right of way for 185th Street will be dedicated with the final plat. 185th Street will be reconstructed as a four-lane divided urban roadway in 2025. Additional information about this project is in the March 11, 2025 Engineering Division memo.

Ixonia Avenue– Pumpkin Creek includes the construction of Ixonia Avenue, a minor collector street that will be extended north from its existing terminus south of the plat boundary in the Preserve development to 185th Street. Ixonia Avenue will be a 40-foot-wide street within an 80-foot-wide right of way and a five-foot-wide concrete sidewalk on one side of the street.

Irvine Trail– Development of Pumpkin Creek includes the construction of Irvine Trail, a local street. Irvine Trail will be a residential street constructed within a 60-foot-wide right-of-way and a 32-foot-wide street with a five-foot wide concrete sidewalk along the west side of the street. The Developer must place a “Future Street Extension” sign and barricades at the east end of the street until it is extended in the future.

Street B – Development of Pumpkin Creek includes the construction and extension of Street B, a local street. Street B is designed as a 32-foot-wide residential street with a five-foot-wide sidewalk along one side of the street. The roadway will provide future access to Jasmine Way to the west. The Developer must place a “Future Street Extension” sign and barricades at the west end of the street until it is extended in the future.

Street A – Development of Pumpkin Creek includes the construction of Street A, a local permanent cul-de-sac roadway. The cul-de-sac street is designed as a 32-foot-wide residential street within a 60-foot right-of-way.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

Grading, Drainage, Erosion Control, and Utilities. Proposed grading, drainage, erosion control, and utilities for Pumpkin Creek preliminary plat is shown on the grading, drainage and erosion control, and utility plans. The plans are outlined and discussed in the March 11, 2025 engineering report. The Engineering Division recommends approval of the preliminary plat.

Tree Preservation. A tree preservation plan was submitted by the developer. The plan identifies 548 significant trees on site and proposes to save 134 trees (25%). Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. Mac Cafferty, Environmental Resources Manager, has reviewed the tree preservation plan. His comments are included in the March 11, 2025 engineering report.

Wetlands. The wetland delineation identified four wetlands on the site totaling approximately 1.6 acres. Based on the information provided in the report dated September 2, 2024 and a site visit by City staff, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act. The information and data have been incorporated into the preliminary plat plans. Mac Cafferty, Environmental Resources Manager, has reviewed the wetland delineation report. His comments regarding wetland preservation and impacts are included in the March 11, 2025 engineering report.

Park Dedication. The City's Parks, Trails, and Open Space Plan does not identify a location for a neighborhood park within this development. The Parks, Recreation and Natural Resources Committee will review the preliminary plat at their March 19, 2025 meeting. Their comments will be forwarded to the Planning Commission at the public hearing.

Sidewalks/Trails. The developer will construct five-foot wide concrete sidewalks as required along one side of all streets in the development.

Subdivision Monument Sign. A monument sign has not been identified with the preliminary plat. Any future monument sign shall meet Zoning Ordinance requirements.

Plat Commission. The Dakota County Plat Commission reviewed and approved the preliminary plat at their October 25, 2024 meeting. The Plat Commission letter is attached as Exhibit K.

RECOMMENDATION

Community Development Department staff recommends approval of Pumpkin Creek preliminary plat and Zoning Map amendment, subject to the following stipulations:

1. Implementation of the recommendations and stipulations listed in the engineering report dated March 11, 2025 and any subsequent correspondence.
2. The Zoning Map amendment shall be effective upon the recording of the Pumpkin Creek final plat.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.

4. The developer shall construct five-foot wide concrete sidewalks along one side of all streets, except cul-de-sacs, as identified on the preliminary plat plans.
5. Outlots A-C shall be deeded to the City with the final plat.
6. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.
7. Any existing structures, fences, wells, and septic systems shall be removed with the development of this property.
8. The Developer shall place “Future Street Extension” signs and barricades at the east terminus of Irvine Trail and the west terminus of Street B.
9. The drainage and utility easement along the east side of Lot 4, Block 1 and Lot 3, Block 5 must shown as 10 feet in width on the final plat, to comply with Section 10-4-4.A of the Subdivision Ordinance.

Findings of Fact for the Zoning Map Amendment are attached for consideration.



Memorandum

To: Heather Botten, Senior Planner

From: Michael Kutz, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Matthews, Building Official
Tina Goodroad, Community Development Director

Date: March 11, 2025

Subject: Pumpkin Creek

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Utility Plan Review
- Preliminary Tree Preservation Review

BACKGROUND

Peter Knaeble has submitted a preliminary plat named Pumpkin Creek. The proposed subdivision is located south of and adjacent to 185th St W (CSAH 60), north of and adjacent to The Preserve of Lakeville 3rd Addition. The parent parcels consist of two metes and bounds parcels (PID Nos. 220180081012 and 220180081011), zoned RS-2 (Single Density Residential). The Developer has requested an application to re-zone the property to RS-3 (Single Family Residential) with the preliminary plat.

The preliminary plat consists of twenty-six (26) single-family lots within five (5) blocks, and three (3) outlots on 20.03 acres. The Developer is dedicating 1.28 acres as 185th Street West right-of-way.

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

Outlot A: Wetland and buffers; to be deeded to the City (0.13 acres)

Outlot B: Wetland and buffers; to be deeded to the City (0.54 acres)

Outlot C: Wetland and buffers, stormwater management basins; to be deed to the City (5.01 acres)

The proposed development will be completed by:

Developer:	Peter Knaeble
Engineer/Surveyor:	Civil Site Group

SITE CONDITIONS

The Pumpkin Creek site is mostly vacant land containing several homesteads, delineated wetlands, trees and drainageways. An existing building (homestead) and accessory buildings were located on both parent parcels. The site is located within the Lake Marion Stormwater District.

The Developer shall remove all existing site encroachments, buildings, septic systems, retaining walls, driveways, fences and abandon existing wells on the parent parcels. A security will be required with the final plat for the removal of the existing improvements on the site.

EASEMENTS

Prior to recording of the final plat:

- A 10-foot-wide drainage and utility easement along the north property line of Lot 4, Block 1 shall be shown on the final plat.
- A 10-foot-wide drainage and utility easement along the north property line of Lot 3, Block 5 shall be shown on the final plat.

STREET AND SUBDIVISION LAYOUT

185th Street (CSAH 60)

Pumpkin Creek is located south of and adjacent to 185th Street West, a minor arterial County highway, as identified in the City's Transportation Plan. 185th Street West is currently constructed as a two-lane undivided rural roadway. 185th Street West is scheduled for improvements in 2025 (City project 25-04). These improvements will improve this roadway as a future four-lane divided urban roadway over its entire length adjacent to the plat with trails on both sides of the roadway. A 14-foot right turn lane is scheduled to be installed on 185th Street West and shall be coordinated to be installed in conjunction with the County Project. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet. The Developer is dedicating the necessary right-of-way as shown on the preliminary plat.

Ixonia Avenue

Pumpkin Creek includes the construction of Ixonia Avenue from 185th Street to its existing terminus south of the plat boundary. Ixonia Avenue is a minor collector roadway as identified in the City's Transportation Plan. Ixonia Avenue will provide access to 185th Street and will provide a roadway connection for existing residential neighborhoods to the south. Ixonia

Avenue is designed as a 40-foot-wide two-lane urban roadway within 80 feet of right-of-way. 5-foot sidewalk will be constructed along both sides of the roadway. The roadway and drainage design must meet MnDOT State Aid requirements, which will be reviewed with the final construction plans. The Developer shall construct the necessary turn lanes at 185th Street. Security will be required with the final plat for construction of the turn lanes.

Irvine Trail

Development of Pumpkin Creek includes the construction and extension of Irvine Trail, a local street. Irvine Trail is designed as 32-foot-wide urban roadways with 5-foot sidewalk along one side of the street. The roadway will provide future access to the existing Irvine Trail to the east. The Developer shall install a "Future Street Extension" sign and barricades at the east end of Irvine Trail.

Street B

Development of Pumpkin Creek includes the construction and extension of Street B, a local street. Street B is designed as 32-foot-wide urban roadways with 5-foot sidewalk along one side of the street. The roadway will provide future access to Jasmine Way to the west. The Developer shall install a "Future Street Extension" sign and barricades at the west end of Street B.

Street A

Development of Pumpkin Creek includes the construction of Street A, a local cul-de-sac roadway. The cul-de-sac street is designed as 32-foot-wide urban roadways within 60-feet of right-of-way.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ixonia Avenue until such point that construction traffic access is possible through 185th Street (CSAH 60). Once the site is accessible from 185th Street (CSAH 60) in coordination with CP 25-04, construction access shall be restricted from Ixonia Avenue.

PARKS, TRAILS AND SIDEWALKS

Development of Pumpkin Creek includes the construction of public sidewalks. 5-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets except for Street A cul-de-sac. 5-foot wide concrete sidewalk will be constructed along both sides of Ixonia Avenue.

Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution to be calculated with the final plat.

UTILITIES

SANITARY SEWER

Pumpkin Creek is located within subdistrict ML-72200 of the Marion Lake sanitary sewer district as identified in the City's Sewer Plan. Development of Pumpkin Creek includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision and connect to the existing sewer stubs within The Preserve development on Ixonia Avenue.

The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Elko/New Market Interceptor and continue to the Empire Wastewater Treatment Facility. The Developer shall extend sanitary sewer to the west and east plat boundaries at Irvine Trail and Street B.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and shall be paid with the final plat. The fee will be based on the current rate in effect at the time of final plat approval.

WATERMAIN

Development of The Preserve includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. The Developer shall extend watermain from The Preserve Plat boundary on Ixonia Avenue to the site.

OVERHEAD LINES

There are no overhead utility lines located on the existing parcel.

DRAINAGE AND GRADING

Pumpkin Creek is located within subdistrict ML-46 of the Marion Lake stormwater district as identified in the City's Water Resources Management Plan.

Development of Pumpkin Creek includes the construction of public stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will provide water quality treatment and rate control of the stormwater runoff generated from the subdivision. The basins in Outlot C will outlet to the existing wetland to the west of Ixonia Avenue. The stormwater management basins design shall be consistent with City requirements. The stormwater management basins will be located within Outlot C which will be deeded to the City with the final plat.

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.

Pumpkin Creek 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 Pumpkin Creek includes the construction of public storm sewer systems. 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 basins located within Outlot C.

Draintile construction is required in areas of non-granular soils within Pumpkin Creek 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 Trunk Storm Sewer Area Charge has not been collected on the parent parcels and must be paid with Pumpkin Creek final plat. The Developer will receive a credit to the Trunk Storm Sewer Area Charge for deeding the portions of Outlots A, B, and C, consistent with City policy.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Pumpkin Creek is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA) as shown on flood map 27037C0192E. Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

The wetland delineation for the site was approved on September 30, 2024. The wetland delineation was completed by Jacobson Environmental. The wetland delineation identified 4 wetlands on the site totaling approximately 1.6 acres. Based on the information provided in the report dated 9/2/2024 and site visit by City staff, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act.

A replacement plan was submitted and sent out for review and comment to local, state and federal agencies. The replacement plan identifies a total of 0.17 acres of wetland impacts, mainly for the required road crossing and connection to 185th Street. The comment period

closes 3/24/2024. No wetland impacts can occur until final approval of wetland replacement plan and the purchase of wetland credits has been finalized.

All wetlands, wetland buffers, stormwater treatment basins and natural areas will be placed in City owned Outlots. Natural Area signs will be placed along adjacent property lines and will be installed by the developer prior to building permits being released.

TREE PRESERVATION

The plan identifies 548 total trees on site and proposes to save 134 trees (25%). Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. Minor changes may result in additional removals or saves based on location or condition of the tree.

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The Developer must obtain permit coverage prior to construction. Redundant silt fence is required along all wetlands that do not have a 50-foot buffer. The location of the silt fence will be staked in the field and reviewed by city staff prior to any grading.

The developer shall be responsible for the establishment of native vegetation within Outlots B and C. This will require a minimum of 2-3 years of maintenance to ensure full establishment. A management plan including a schedule for maintenance must be submitted to the City for review once native seeding is completed. Security shall be held for native vegetation establishment and restoration in the Outlots with the final plat.

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. A preconstruction meeting shall be held with the City prior to the issuance of a grading permit.

RECOMMENDATION

Engineering recommends approval of the preliminary plat, grading and erosion control plan, utility plan and tree preservation plan for Pumpkin Creek, subject to the requirements and stipulations within this report.

JAEGER PATH

IXONIA AVE

ITALY AVE

185TH ST (CSAH 60)

Pumpkin Creek
Preliminary
Plat Area

IRVINE WAY

188TH ST

189TH ST

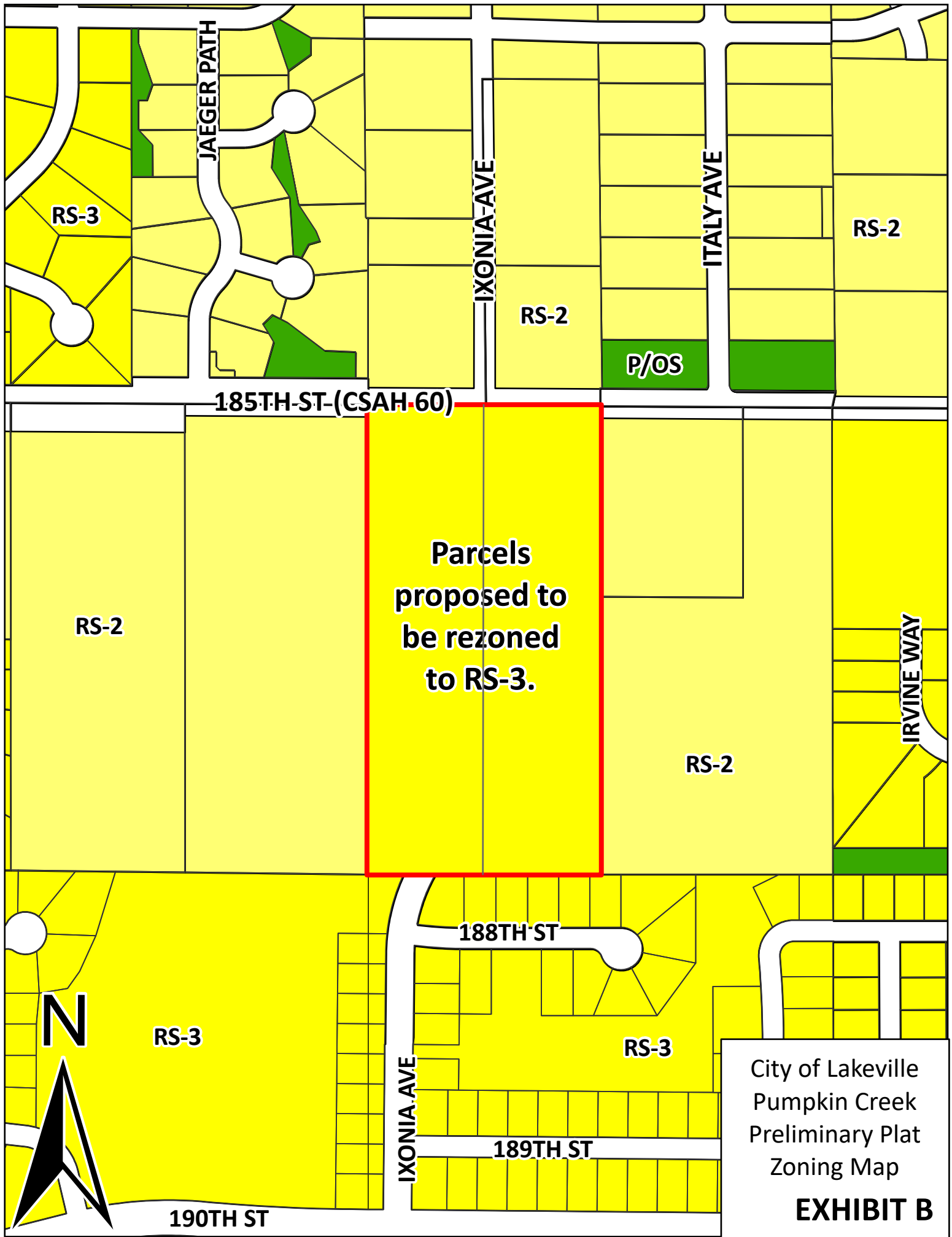
IXONIA AVE

190TH ST

N

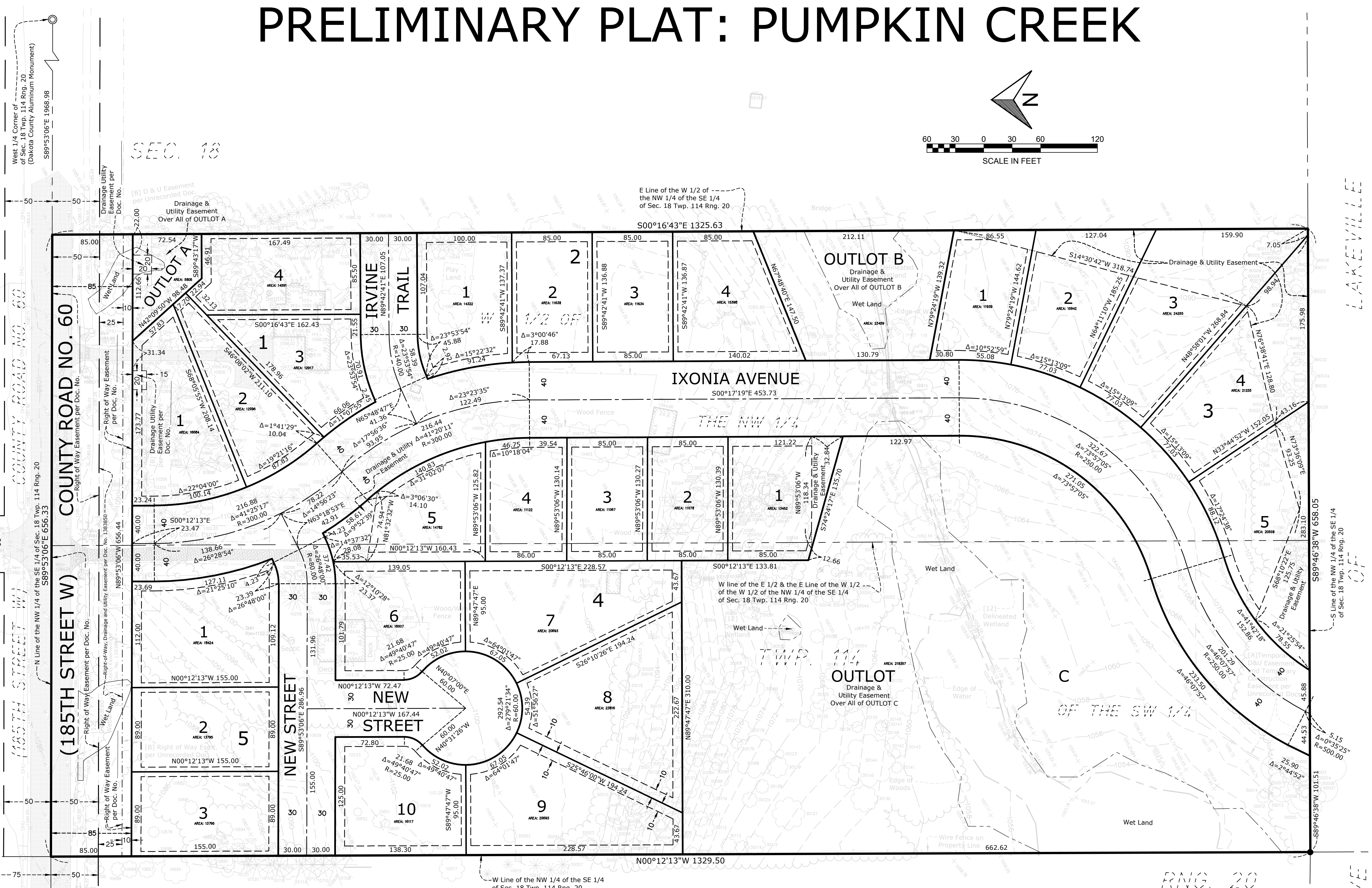
City of Lakeville
Pumpkin Creek
Preliminary Plat
Location Map

EXHIBIT A



City of Lakeville
Pumpkin Creek
Preliminary Plat
Zoning Map
EXHIBIT B

CivilSite
G R O U P
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060



00320 8 0040 185th St W Elkville Dakota County, MN 55044

6001 Glenwood Ave, Golden Valley, MN 55422

CLIENT

I HEREBY CERTIFY THAT THIS SURVEY,
PLAN, OR REPORT WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

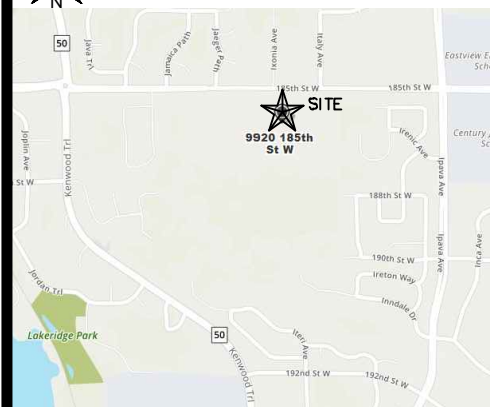


RORY L. SYNSTELIEN
DATE 9-4-2024 LICENSE NO. 44565

QA/QC

FIELD CREW	.
DRAWN BY	CJ
REVIEWED BY	RS
UPDATED BY	.

VICINITY MAP



REVISION SUMMARY

DATE	DESCRIPTION
10-8-2024	Add Small Wetland
1-3-2025	Lot Configuration
3-11-2025	Easements
-	-
-	-
-	-

PROJECT NO : 19152

PRELIMINARY PLAT

V2.0

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PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Parcel 1: The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of
Section 18, Township 114, Range 20, Dakota County, Minnesota.
Abstract Property.

AND

Parcel 2: The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 114, Range 20, according to the United States Government Survey thereof and situate in Dakota County,

Abstract Property.

This preliminary plat was prepared with the benefit of a Commitment for Title Insurance issued by Custom Home Builders Title, LLC as agent for Old Republic National Title Insurance Company, File No. HB-40707, dated August 29, 2019.

DATE OF PREPARATION:

9-4-2024

Please note that the background survey information is per a survey performed by us dated 10-3-2019 (last revised 12-17-2024).

APPLICANT:

Peter Knaeble
6001 Glenwood Avenue
Golden Valley, MN 55422
612-309-9215
peterknaeble@gmail.com

BENCHMARKS:

Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut hydrant located in the Northwest quadrant of 185th St W and Ixonia Ave, as shown hereon. Elevation = 1092.12.

AREAS:

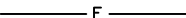
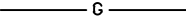
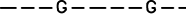
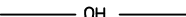
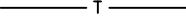
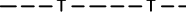
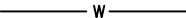
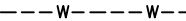
The Gross existing land area is 872,453 +/- square feet or 20.029 +/- acres
Proposed Right of Way Areas:
County Road No. 60 (185th St W): 55,792 +/- square feet or 0.128 +/- acres
Interior Streets: 161,018 +/- square feet or 3.696 +/- acres.
See graphics for individual lot areas.

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27037C0192 effective date of December 2, 2011.

Rory L. Synsteliën
rory@civilsitegroup.com

Linetype & Symbol Legend

	ELECTRIC LINE		AIR CONDITIONER		UTILITY VAULT
	ELECTRIC LINE (RECORD)		CABLE TV BOX		UTILITY MANHOLE
	FIBER/COMM. LINE		ELECTRIC MANHOLE		ELECTRICAL OUTLET
	FIBER/COMM. LINE (RECORD)		ELECTRIC TRANSFORMER		HAND HOLE
	GASMAIN		ELECTRIC METER		BOLLARD
	GASMAIN (RECORD)		FIBER/COMM. MANHOLE		FLAG POLE
	OVERHEAD UTILITIES		POWER POLE		FUEL TANK
	SANITARY SEWER		GUY WIRE		HANDICAP SYMBOL
	SANITARY SEWER (RECORD)		GAS METER		LIGHT POLE
	STORM SEWER		GAS MANHOLE		MAIL BOX
	STORM SEWER (RECORD)		GAS VALVE		SIGN
	TELEPHONE LINE		ROOF DRAIN		CONIFEROUS TREE
	TELEPHONE LINE (RECORD)		SEWER CLEAN OUT		DECIDUOUS TREE
	WATERMAIN		SANITARY MANHOLE		SOIL BORING
	WATERMAIN (RECORD)		STORM MANHOLE		FOUND IRON MONUMENT
	CHAINLINK FENCE LINE		CATCH BASIN		SET OR TO BE SET IRON MONUMENT
	WOODEN FENCE LINE		FLARED END SECTION		CAST IRON MONUMENT
	WIRE FENCE LINE		TELEPHONE BOX		
	GUARDRAIL		TELEPHONE MANHOLE		
	ACCESS RESTRICTION		TRAFFIC SIGNAL		
	CONCRETE SURFACE		HYDRANT		
	PAVER SURFACE		FIRE CONNECTION		
	BITUMINOUS SURFACE		POST INDICATOR VALVE		
	GRAVEL/LANDSCAPE SURFACE		WATER MANHOLE		
			WATER VALVE		
			WELL		

Page 246 of 255

PRELIMINARY:
NOT FOR
CONSTRUCTION

PUMPKIN CREEK DEVELOPMENT
9920 89940 185TH STREET, LAKEVILLE, MN 55044
PETER KNAEBLE
6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

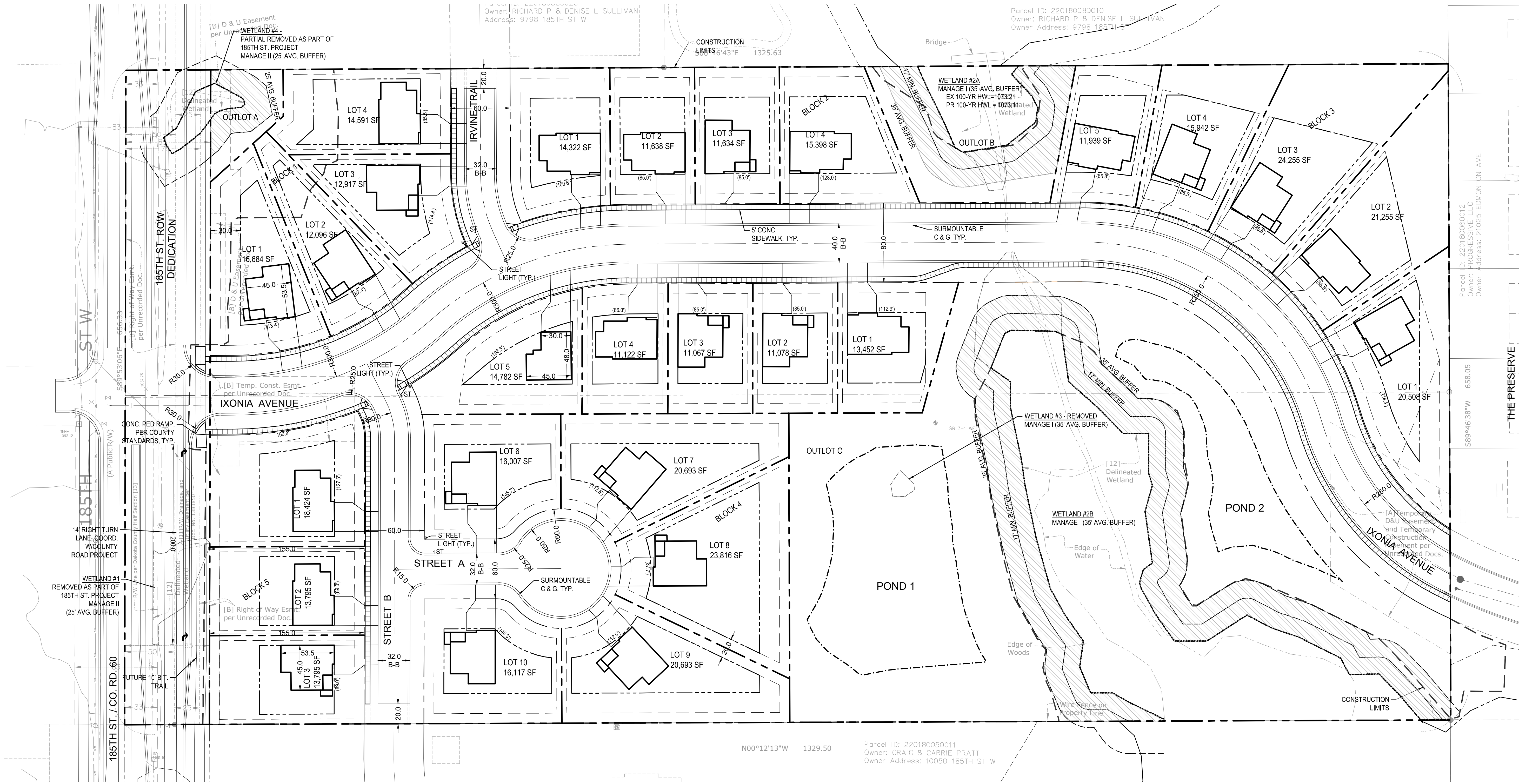
David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/30/24	PRELIMINARY PLAT SUBMITTAL
1/3/25	PRELIMINARY PLAT RESUBMITTAL
1/13/25	PRELIMINARY PLAT RESUBMITTAL
1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	612-244-7933
DRAWN BY	DAK
REVIEWED BY	DAK
PROJECT NUMBER	19161

REVISION SUMMARY	
DATE	DESCRIPTION

SITE PLAN
C2.0
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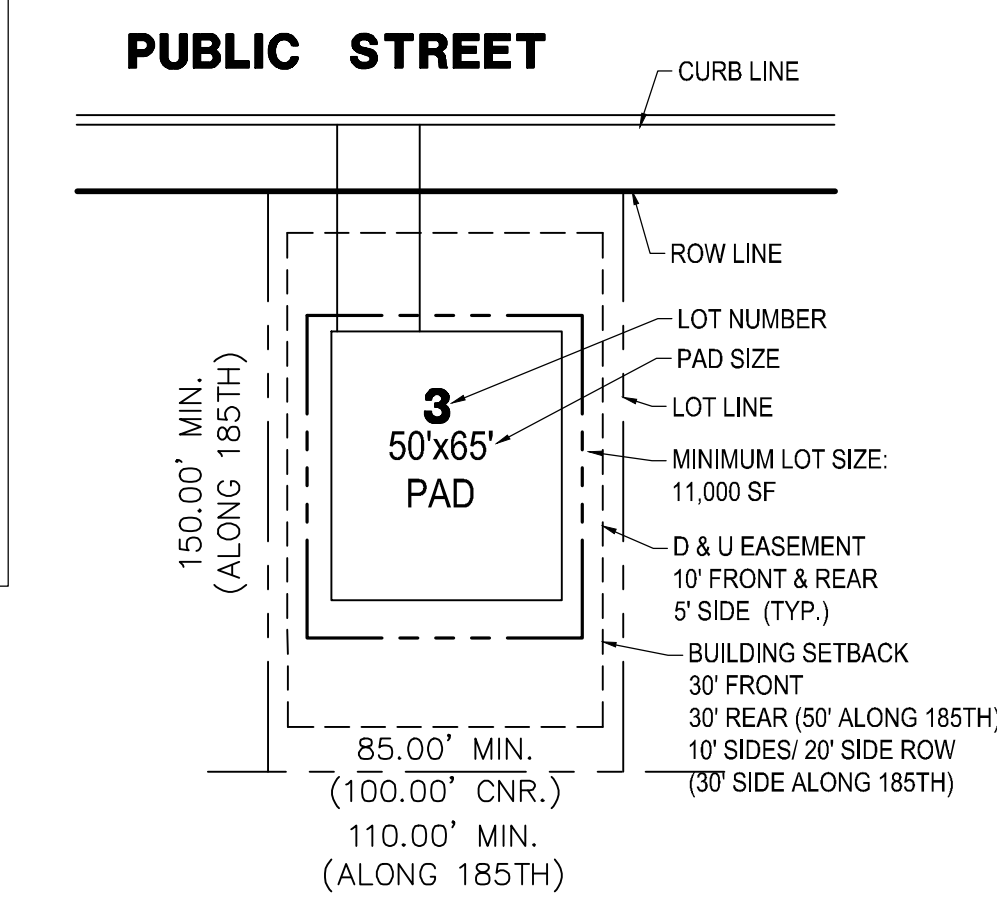
SITE AREA TABLE:

OVERALL SITE AREA CALCULATIONS - ON SITE				
	EXISTING		PROPOSED	
BUILDING COVERAGE	6,879 SF	0.8%	77,555 SF	9.5%
ALL PAVEMENTS	11,755 SF	1.4%	132,299 SF	16.2%
ALL NON-PAVEMENTS	798,027 SF	97.7%	606,807 SF	74.3%
TOTAL SITE AREA	816,661 SF	100.0%	816,661 SF	100.0%

OVERALL IMPERVIOUS SURFACE - ON SITE			
EXISTING CONDITION	18,634 SF	2.3%	
PROPOSED CONDITION	209,854 SF	25.7%	
DIFFERENCE (EX. VS PROP.)	191,220 SF	23.4%	

SITE DATA			
CURRENT ZONING:	RS-2		
PROPOSED ZONING:	RS-3		
2040 LAND USE GUIDE:	LOW DENSITY RESIDENTIAL (0.1-3.0 UPA)		
SITE ADDRESS:	9920 & 9940 185TH STREET, LAKEVILLE, MN 55044		
GROSS SITE AREA:	872,453 SF	20.03	AC
ROW DEDICATION (185TH):	55,792 SF	1.28	AC
EXISTING WETLAND AREA:	69,109 SF	1.59	AC
WETLAND BUFFER AREA:	67,893 SF	1.56	AC
NET DEVELOPABLE AREA:	679,659 SF	15.60	AC
(LOTS & LOCAL ROADS, PONDS)			
SINGLE FAMILY LOT SUMMARY:			
TOTAL LOTS	= 26		
TOTAL LOTS / NET AREA	= 1.7	UNITS/AC	
LOT SIZE MINIMUM (SF)	= 11,000, 12,500 (CORNER)		
LOT WIDTH	= 85', 100' (CORNER)		
R-O-W WIDTH (IXONIA)	= 80'		
ROAD WIDTH (IXONIA)	= 40'		
R-O-W WIDTH (IRVINE TR., STREET B)	= 60'		
ROAD WIDTH (IRVINE TR., STREET B)	= 28'		
R-O-W WIDTH (STREET A)	= 60'		
ROAD WIDTH (STREET A)	= 28'		
BUILDING SETBACKS			
RS-3			
FRONT:	30'		
REAR:	30'/50' (ALONG 185TH)		
SIDE:	10'/20' (ALONG STREET)		

- CITY OF LAKEVILLE SITE SPECIFIC NOTES:
- CATCH BASINS SHALL BE DEPRESSED 0.12 FEET BELOW THE B618 GUTTER (SEE LV-STM-3).
 - INTERSECTION RADI SHALL BE B618 TYPE CURB WITH 10 FOOT TRANSITIONS TO MOUNTABLE CURB. ALL CURB RADII ARE TO BACK OF CURB (SEE LV-ST-2).
 - ALL SPOT ELEVATIONS AT CURB RETURN POINTS ARE TO FLOW LINE.
 - INSTALL BIO-ROLL BEHIND CURB AFTER CURB INSTALLATION.
 - ALL PED RAMP SHALL BE CONSTRUCTED PER MNDOT STANDARDS (SEE 9036F).
 - CONSTRUCT CONCRETE SIDEWALK IN ACCORDANCE WITH LV-ST-15.
 - CONTRACTOR SHALL ADJUST CASTING IN BITUMINOUS PAVEMENT TO FINAL GRADE INCIDENTAL TO THE INSTALLATION OF WEAR COURSE PAVING.



TYPICAL RS-3 SINGLE FAMILY HOME & LOT INFORMATION:

SITE PLAN LEGEND:

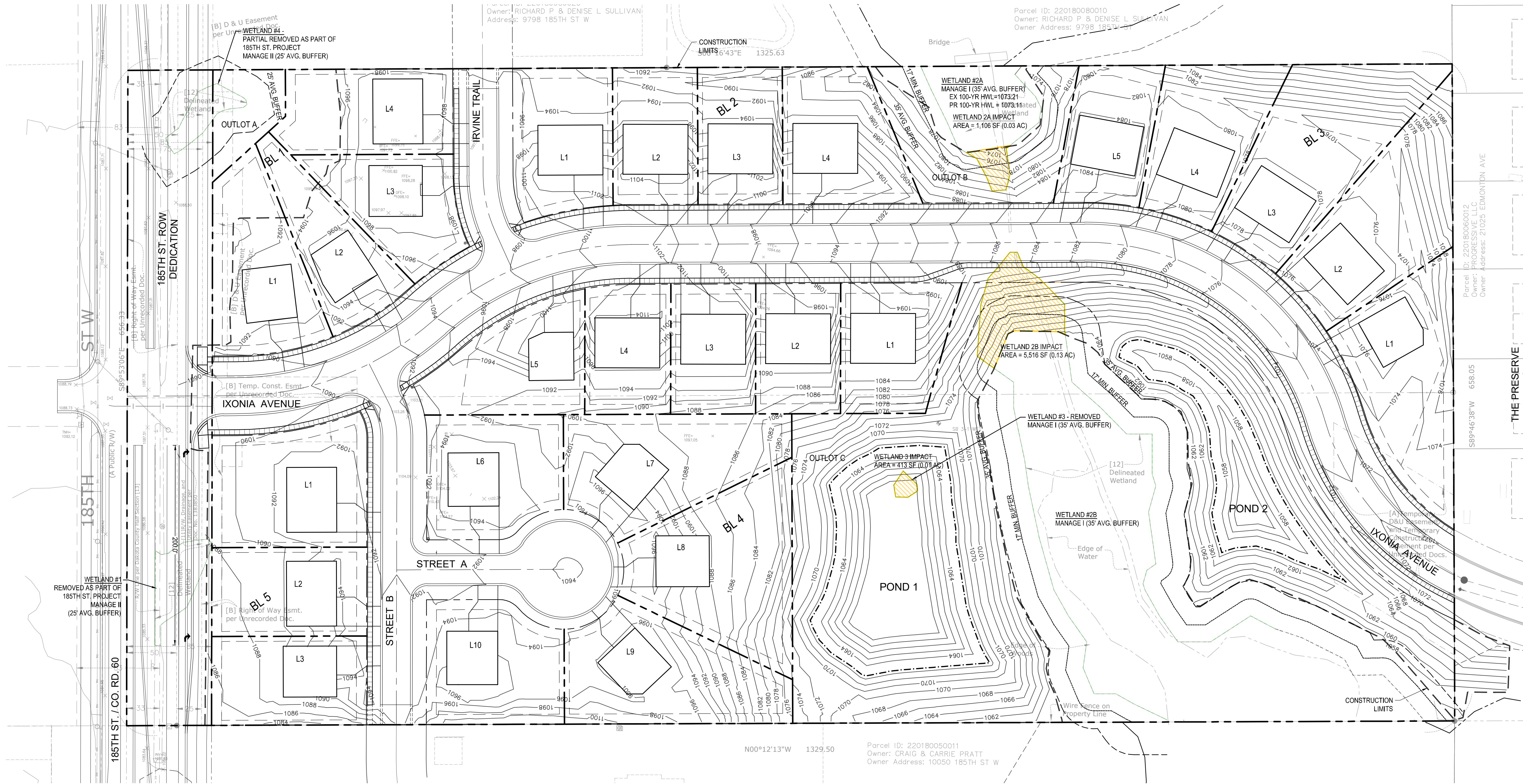
	LIGHT DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
	PROPERTY LINE
	CONSTRUCTION LIMITS
	CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
	SIGN AND POST ASSEMBLY (IF APPLICABLE). SHOP DRAWINGS REQUIRED. HC = ACCESSIBLE SIGN NP = NO PARKING FIRE LANE ST = STOP
	WETLAND BUFFER



Know what's below.
Call before you dig.



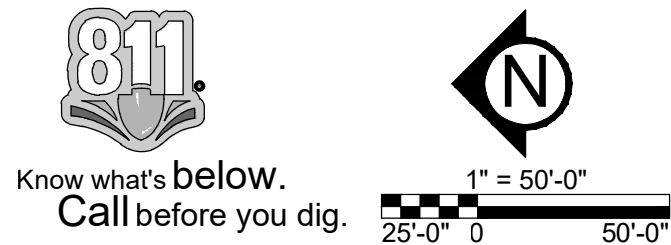
1" = 50'-0"
25'-0" 0 50'-0"



WETLAND IMPACT		
WETLAND	TOTAL WETLAND AREA(ACRE) (ONSITE)	IMPACTED WETLAND AREA(ACRE)
2A	0.19	.03
2B	1.36	0.13
3	0.01	0.01
TOTAL	1.56	0.17

NOTE: WETLAND IMPACTS EXCLUDE CO. RD. 60 PROJECT IMPACTS.

- LEGEND:
- WETLAND IMPACT AREA
 - EXISTING WETLAND BOUNDARY
 - PROPERTY LINE
 - CONSTRUCTION LIMITS



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT

PUMPKIN CREEK DEVELOPMENT

OWNER

PETER KNAEBLE

9920 89940 185TH STREET, LAKEVILLE, MN 55044

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
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1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	612-244-7503
DRAWN BY	JDK
REVIEWED BY	JDK
PROJECT NUMBER	19161

REVISION SUMMARY	
DATE	DESCRIPTION

WETLAND IMPACT PLAN

C2.2

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LEGEND:

	AVERAGE BUFFER AREA
	PROPOSED BUFFER AREA
	PROPOSED WETLAND BOUNDARY
	PROPERTY LINE
	CONSTRUCTION LIMITS



Know what's below.
Call before you dig.



1" = 50'-0"
25'-0" 0 50'-0"

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT

PUMPKIN CREEK DEVELOPMENT

9920 83940 185TH STREET, LAKEVILLE, MN 55044

OWNER

PETER KNAEBLE

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

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David J. Knaeble
David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

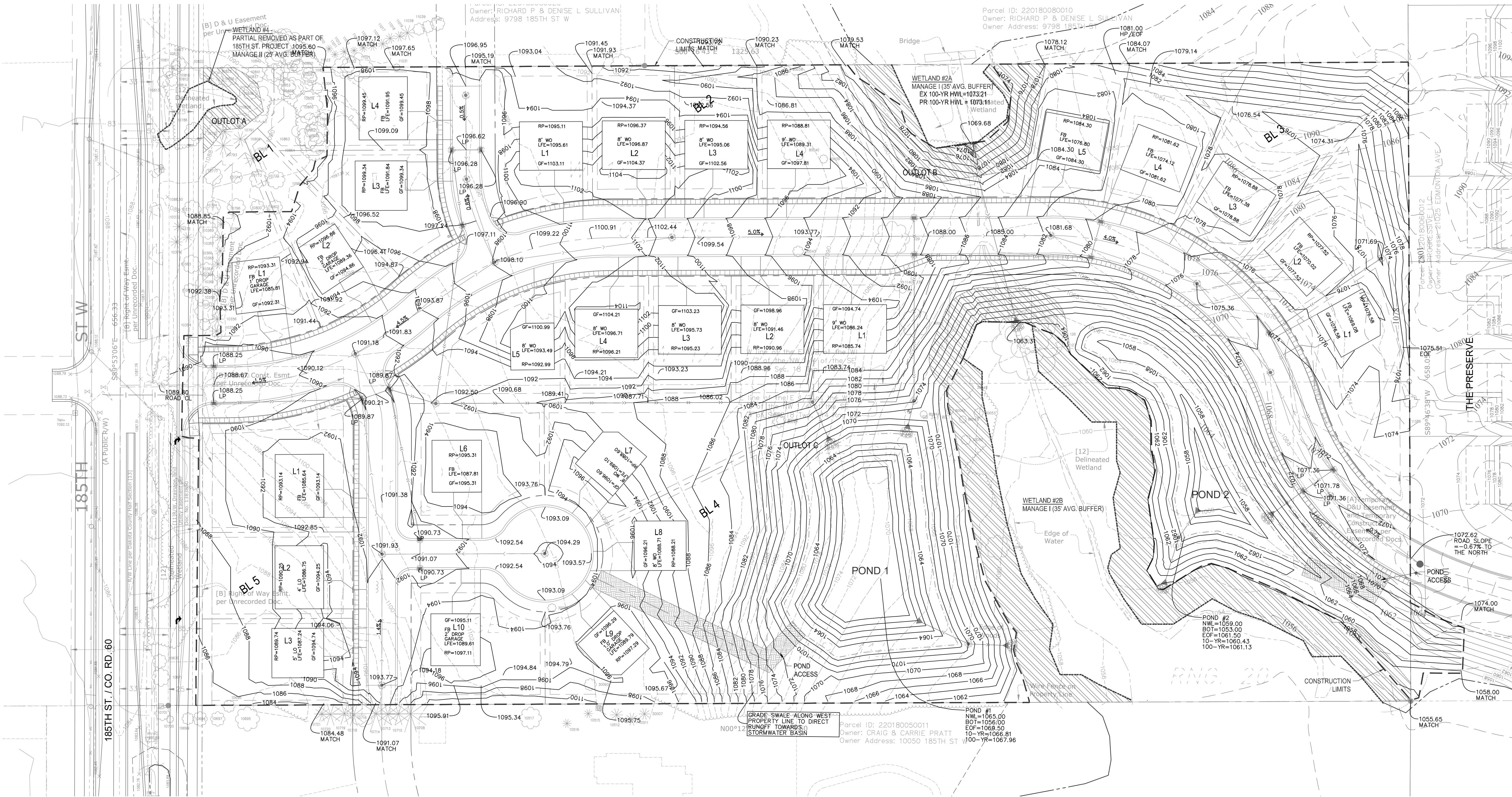
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DATE	DESCRIPTION
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1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL
PROJECT MANAGER: DAVID KNAEBLE	
CONTACT NUMBER: 612-244-7553	
DRAWN BY: JUK	
REVIEWED BY: JUK	
PROJECT NUMBER: 19161	

REVISION SUMMARY	
DATE	DESCRIPTION

WETLAND BUFFER PLAN

C2.3

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SEE SHEET C0.1 FOR GENERAL GRADING NOTES

CITY OF LAKEVILLE GRADING NOTES:

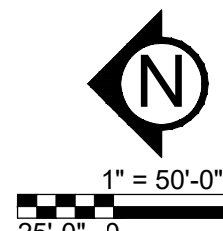
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- INTERSECTION RADII SHALL BE B618 TYPE CURB WITH 10 FOOT TRANSITIONS TO MOUNTABLE CURB. ALL CURB RADII ARE TO BACK OF CURB (SEE LV-ST-2).
- ALL SPOT ELEVATIONS AT CURB RETURN POINTS ARE TO FLOW LINE.
- INSTALL BIO-ROLL BEHIND CURB AFTER CURB INSTALLATION.
- ALL PED RAMPS SHALL BE CONSTRUCTED PER MNDOT STANDARDS (SEE 9036F).

GRADING PLAN LEGEND:

- 1125 EX. 1" CONTOUR ELEVATION INTERVAL
- 1137 1.0' CONTOUR ELEVATION INTERVAL
- 41.26 SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
- 891.00 G SPOT GRADE ELEVATION GUTTER
- 891.00 TC SPOT GRADE ELEVATION TOP OF CURB
- 891.00 BS/TS SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
- 891.00 ME SPOT GRADE ELEVATION MATCH EXISTING
- GB GRADE BREAK - HIGH POINTS
- T.O. CURB AND GUTTER (T.O. = TIP OUT)
- EOFF=1135.52 EMERGENCY OVERFLOW
- CONSTRUCTION LIMITS
- POND ACCESS LOCATION



Know what's below.
Call before you dig.



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
PUMPKIN CREEK DEVELOPMENT
9920 89940 185TH STREET, LAKEVILLE, MN 55044
OWNER
PETER KNAEBLE
6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

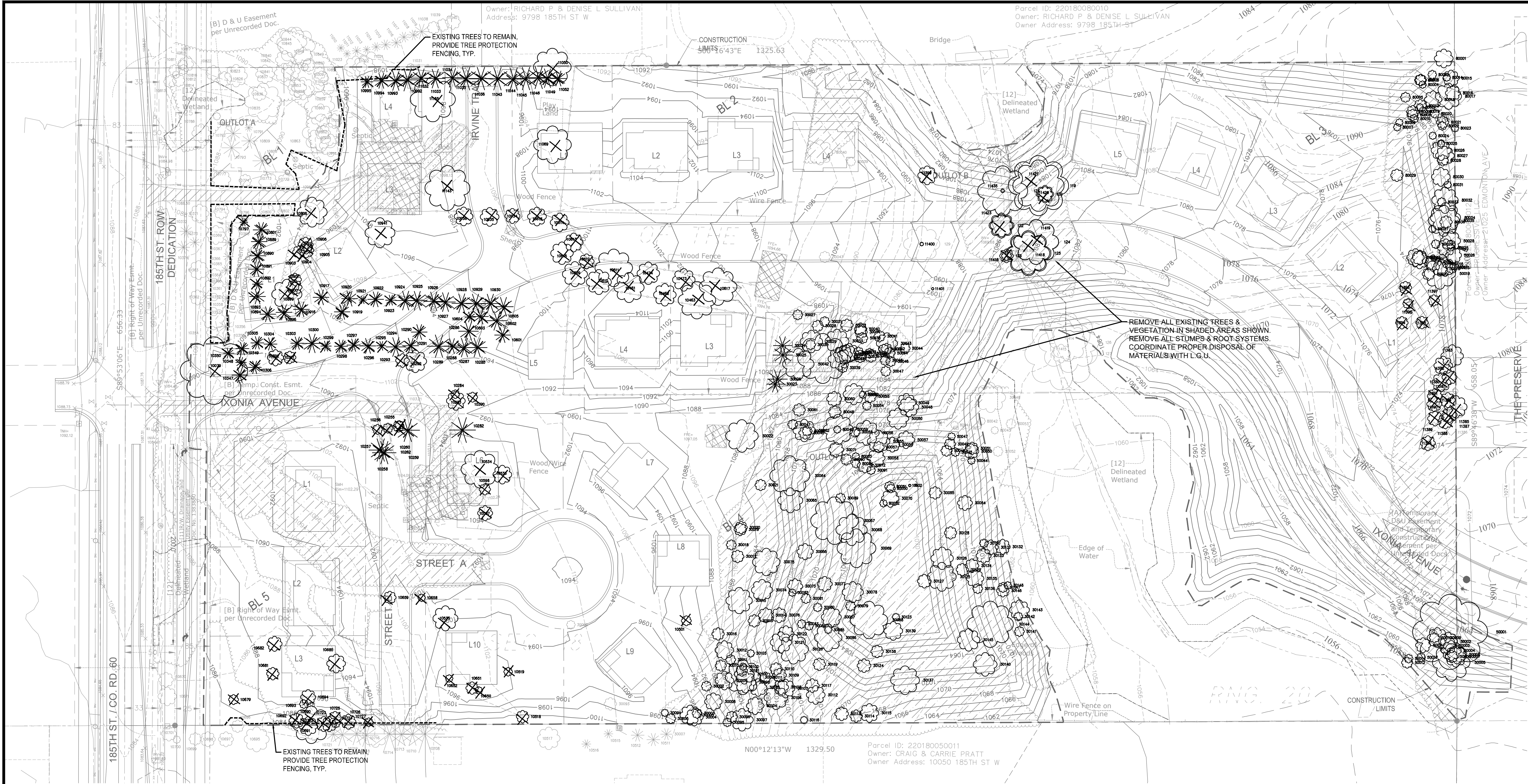
David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/30/24	PRELIMINARY PLAT SUBMITTAL
1/30/25	PRELIMINARY PLAT RESUBMITTAL
11/30/25	PRELIMINARY PLAT RESUBMITTAL
1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	763-244-7933
DRAWN BY	DAVID KNAEBLE
REVIEWED BY	DAVID KNAEBLE
PROJECT NUMBER	19161

REVISION SUMMARY	
DATE	DESCRIPTION

GRADING PLAN
C3.0
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**PRELIMINARY:
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CONSTRUCTION**

PUMPKIN CREEK DEVELOPMENT
9920 89940 185TH STREET, LAKEVILLE, MN 55044

PETER KNAEBLE
6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

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David J. Knaeble
David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

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1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	763-244-7923
DRAWN BY	JDK
REVIEWED BY	JDK
PROJECT NUMBER	19162

REVISION SUMMARY	
DATE	DESCRIPTION

TREE PRESERVATION PLAN

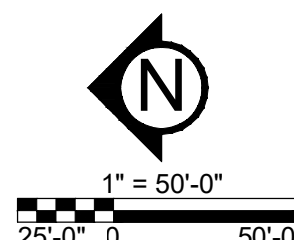
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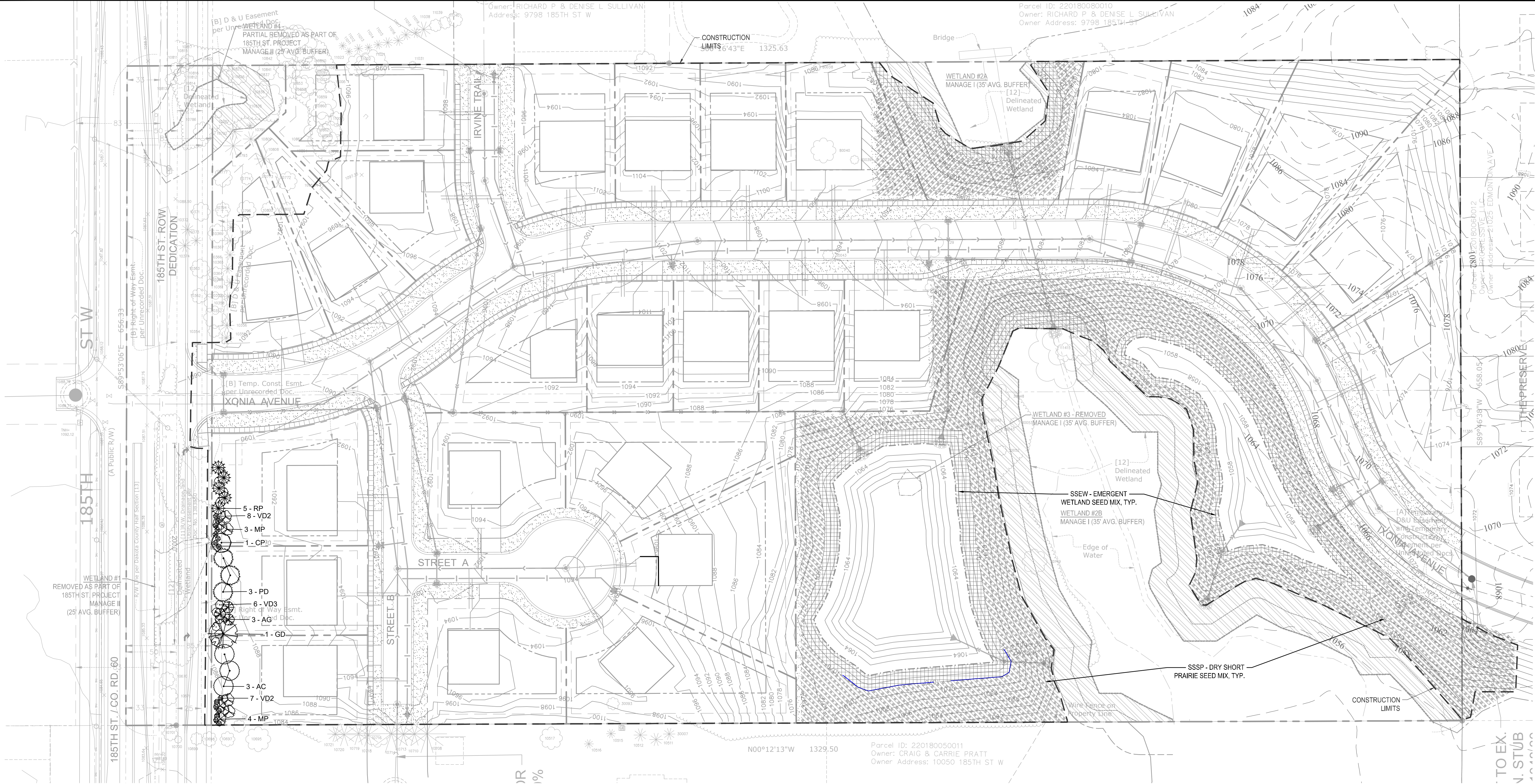
TREE PRESERVATION PLAN LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS



Know what's below.
Call before you dig.





LANDSCAPE PLAN LEGEND:

PLANT SCHEDULE		
SYMBOL	COMMON / BOTANICAL NAME	SIZE
GROUND COVERS		
	Shooting Star Seed Mix / Dry Short Prairie Mix Seeding Rate: 10 lb/acre (64.4 seeds/square foot). Cover w/ MnDOT approved Soil Stabilizer. Refer to MN Seeding Manual(2023 Edition) for seeding dates and install methods.	Seed Mix
	Shooting Star Seed Mix / Emergent Wetland Mix Seeding Rate: 5 lb/acre (114.3 seeds/square foot). Cover w/ MnDOT Type 6 Hydraulic Soil Stabilizer. Refer to MN Seeding Manual(2014 Edition) for seeding dates and install methods.	Seed Mix
	Rock Maintenance Strip / Rock Maintenance Strip 3"- 6" Washed river rock, uniform in size over filter fabric, composed of round rocks that may be varied in color. Include aluminum edging as shown on plan, or as needed. See detail.	Mulch
	Shooting Star Seed Mix / Turf Seed - Economy Lawn Mix Seeding Rate: 200 lb/acre 40% Kentucky Bluegrass, 30% Fine-Leaf perennial Ryegrass, 30% Creeping Red Fescue. Cover w/ MnDOT approved soil stabilizer. Refer to MN Seeding Manual(2023 Edition) for seeding dates and install methods.	Seed Mix

PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

EDGING - SHALL BE COMMERCIAL GRADE 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.

DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

SEE SHEET L1.1 FOR PLANTING SCHEDULE

Know what's below.
Call before you dig.

1" = 50'-0"

25'-0" 0 50'-0"

PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT

PUMPKIN CREEK DEVELOPMENT

9920 89940 185TH STREET, LAKEVILLE, MN 55044

OWNER

PETER KNAEBLE

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

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	Robert L. Binder
DATE 2/5/25	LICENSE NO. 25821
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/30/24	PRELIMINARY PLAT SUBMITTAL
1/3/25	PRELIMINARY PLAT RESUBMITTAL
11/3/25	PRELIMINARY PLAT RESUBMITTAL
1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	763-244-7933
DRAWN BY	JLK
REVIEWED BY	
PROJECT NUMBER	19161

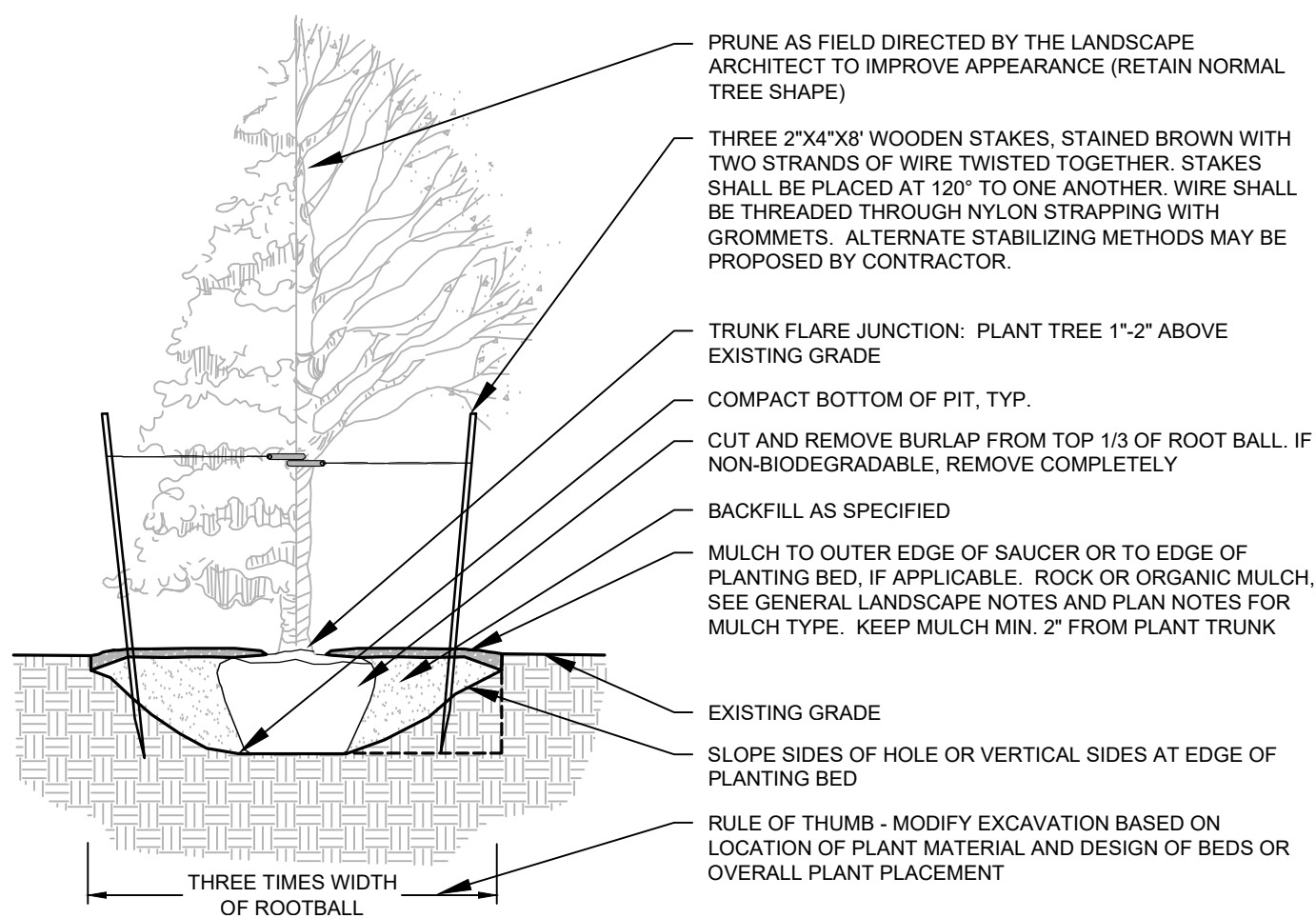
REVISION SUMMARY	
DATE	DESCRIPTION

LANDSCAPE PLAN

L1.0

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PLANT SCHEDULE					
CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES					
CP	Prairie Sentinel Hackberry / Celtis occidentalis 'JFS-KSU1' TM	1	2.5" Cal. B&B	NATIVE CULTIVAR	
GD	True North™ Kentucky Coffeetree / Gymnocladus dioica 'UMNSynergy'	1	2.5" Cal. B&B	NATIVE CULTIVAR	N
	SUBTOTAL:	2			
EVERGREEN TREES					
AC	White Fir / Abies concolor	3	6" B&B	NOT NATIVE	
PD	Black Hills Spruce / Picea glauca 'Densata'	3	6" HT. B&B	NATIVE CULTIVAR	
RP	Red Pine / Pinus resinosa	5	6" B&B	NATIVE	
	SUBTOTAL:	11			
ORNAMENTAL TREES					
AG	Autumn Brilliance Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance'	3	1.5" Cal. B&B	NATIVE	Y
MP	Prairifire Crabapple / Malus x 'Prairifire'	7	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	SUBTOTAL:	10			
CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS					
VD2	Blue Muffin Arrowwood Viburnum / Viburnum dentatum 'Christom'	15	#5 CONT	NATIVE CULTIVAR	Y
VD3	Red Feather Arrowwood Viburnum / Viburnum dentatum 'Red Feather'	6	#5 CONT	NATIVE CULTIVAR	Y
	SUBTOTAL:	21			



1 DECIDUOUS & CONIFEROUS TREE PLANTING

NTS

IRRIGATION NOTES:

- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INLCUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
- ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
- FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
- BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
- CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
- AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF ¾" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

**PRELIMINARY:
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PUMPKIN CREEK DEVELOPMENT

9920 & 9940 185TH STREET, LAKEVILLE, MN 55044

PETER KNAEBLE

6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

PROJECT

OWNER

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Robert L. Binder
DATE 2/5/25 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
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1/30/25	PRELIMINARY PLAT RESUBMITTAL
11/30/25	PRELIMINARY PLAT RESUBMITTAL
1/23/25	PRELIMINARY PLAT RESUBMITTAL
2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	763-244-7503
DRAWN BY	DN
REVIEWED BY	SLK
PROJECT NUMBER	19161

REVISION SUMMARY	
DATE	DESCRIPTION

LANDSCAPE PLAN
NOTES & DETAILS

L1.1

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SEE SHEET C0.1 FOR GENERAL
LANDSCAPE NOTES



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PROJECT
PUMPKIN CREEK DEVELOPMENT
9920 89940 185TH STREET, LAKEVILLE, MN 55044
OWNER
PETER KNAEBLE
6001 GLENWOOD AVENUE, GOLDEN VALLEY, MN 55422

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David J. Knaeble
David J. Knaeble
DATE 2/5/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
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2/5/25	PRELIMINARY PLAT RESUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	763-244-7503
DRAWN BY	JW
REVIEWED BY	SLK
PROJECT NUMBER	19161

REVISION SUMMARY	
DATE	DESCRIPTION

GHOST PLAT
C2.1
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Date: 4/21/2025

Next City Council Meeting May 5, 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:
