



AGENDA CITY COUNCIL MEETING

June 16, 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. Pan-O-Prog 2025
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 06/02/2025 City Council Meeting
 - c. Accepting a Donation from the Lakeville Public Safety Foundation
 - d. Ordinance Amending Title 5, Chapter 1 of the Lakeville City Code Concerning Control of Dogs
 - e. Ordinance Amending Title 5, Chapter 7 of the Lakeville City Code Concerning the Furnishing of Alcohol or Cannabis to Underage Persons by Social Hosts
 - f. Proposal for the Purchase and Installation of Proxess Electronic Access System for Grand Prairie Park
 - g. Ordinance Amending Title 7, Chapter 1 of the City Code Concerning Fishing
 - h. Joint Powers Agreement with Dakota County for CSAH 50 and Hamburg Avenue Intersection Improvements and Street Lighting Contract
 - i. Temporary On-Sale Liquor License to Lakeville Lions for Pan-O-Prog Events
 - j. Resolution Approving Charitable Gambling Lakeville Lions
 - k. Approval of Professional Services Agreement with TKDA for Cedar Avenue Corridor Land Use and Market Analysis

City Council Meeting Agenda
June 16, 2025

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- l. Antlers Ridge Plat Correction
 - m. Joint Powers Agreement with Dakota County for
Miling, Bituminous Overlay, Drainage Improvements and City Utility Repairs
along County State Aid Highway 5
 - n. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in
the 2nd Quarter of 2025
 - o. Brookshire 4th Addition Development Contract and related documents
7. Action Items
 - a. Public Hearing for Vacation of Roadway, Drainage and Utility Easement at Amelia
Meadows
8. Unfinished Business
9. New Business
10. Announcements
 - a. Next Work Session June 23, 2025
 - b. Next City Council Meeting July 7, 2025
11. Adjourn



Date: 6/16/2025

Check Register Summary

Proposed Action

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

Overview

Checks	326248-	\$1,083,680.93
	326345	
ACH/EFT	20910-	\$4,152,320.12
	21099	
Total		\$5,236,001.05

The City Council will receive a list of expenditures paid (claims detail) and it is available to the public upon request. The City serves as the fiscal agent for Lakeville Arenas and Dakota 911, handling accounts payable invoices and payments on their behalf. These transactions are not included in the total above.

Supporting Information

1. 06.03.25CKSUM-ACH-EFT
2. 06.03.25CKSUM-Checks
3. Check Register 06.03.25 for June 16, 2025 Council Mtg - Checks
4. Check Register 06.03.25 for June 16, 2025 Council Mtg - ACH-EFT

Financial Impact: \$5,236,001.05 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	176,448.08
2000 COMMUNICATIONS FUND	1,121.00
4000 BUILDING FUND	136,845.01
4125 TECHNOLOGY FUND	110.34
4200 PARK DEDICATION FUND	70.72
4500 PARK IMPROVEMENT FUND	9,955.88
4710 2023A PARK BONDS	54,569.88
4720 2024A PARK BONDS	2,131.42
5200 STATE AID CONSTRUCTION FUND	980,421.30
5500 WATER TRUNK FUND	1,560.00
6586 22-03 210TH ST LKVL BLVD RECON	52.36
6597 2025 STREET PROJECTS	649.50
7450 ENVIRONMENTAL RESOURCES FUND	101,600.09
7550 UTILITY FISCAL ADMINISTRATION	49.50
7575 STREET LIGHTING FUND	66.15
7600 WATER FUND	9,169.66
7700 SEWER FUND	978.83
7800 LIQUOR FUND	746,921.32
8000 ESCROW FUND	2,000.00
8910 ESCROW - DCA/SECTION 125	3,990.48
8970 LAKEVILLE ARENAS - OPERATIONS	8.25
9800 PAYROLL CLEARING FUND	1,923,600.35
Report Total:	4,152,320.12

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	157,697.20
2000 COMMUNICATIONS FUND	38.51
3125 2025A FIRST CENTER	3,418.00
4000 BUILDING FUND	5,438.40
4100 EQUIPMENT FUND	13,458.00
4200 PARK DEDICATION FUND	686.39
4401 TRAIL IMPROVEMENT FUND	32,640.00
4500 PARK IMPROVEMENT FUND	7,315.00
4720 2024A PARK BONDS	39,235.00
5200 STATE AID CONSTRUCTION FUND	3,937.91
5300 PAVEMENT MANAGEMENT FUND	1,482.00
7450 ENVIRONMENTAL RESOURCES FUND	23.10
7575 STREET LIGHTING FUND	76,474.11
7600 WATER FUND	40,003.80
7700 SEWER FUND	480,942.71
7800 LIQUOR FUND	175,690.80
7900 MUNICIPAL RESERVES FUND	5,200.00
8000 ESCROW FUND	40,000.00
Report Total:	1,083,680.93



MINUTES CITY COUNCIL MEETING

**June 2, 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

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Arenas Annual Report and Budget Presentation

Arenas Manager Joe Bergquist presented the annual report and budget.

b. Park and Recreation Department Quarterly Report

Park and Recreation Director Joe Masiarchin presented Park and Recreation's quarterly report.

6. Consent Agenda

Motion was made by Wolter, seconded by Lee, to remove item 6(d) Renewal of 2025 Liquor Licenses from the consent agenda and move to Action Items for discussion.

Approve the consent agenda as amended.

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

a. Check Register Summary

b. Minutes of the 05/19/2025 City Council Meeting

c. Minutes of the 05/27/2025 Work Session

d. ~~Renewal of Liquor Licenses 2025~~

e. Transfer of Title - K9 Kilo

- f. Approval of the Cost Share Agreement with Dakota County for Voting Equipment Replacement**
- g. Group Medicare Plan**
- h. Approve ALF Ambulance 2026 Budget**
- i. Resolutions Authorizing the Purchase of Real Property Located at 17622 Dodd Boulevard and Authorizing Funding**
- j. Resolution of Support for Federal Safe Streets and Roads for all Grant Application**
- k. Contract with Innovative Office Solutions to Supply and Install Furniture for the FiRST Center**
- l. Supplemental Agreement for Water Treatment Plant Alternative Study**
- m. Accepting Donation from Lakeville Public Safety Foundation**
- n. Garage size variance for 4824 171st Street**
- o. Lord of Life Final Plat**
- p. Amelia Meadows Final Plat**
- q. Accept Bid and Award Construction Contract for Spyglass Park Phase II Improvements**

7. Action Items

d. Renewal of Liquor Licenses 2025

Motion was made by Lee, seconded by Bermel, to approve the 2025 Liquor License Renewals.

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter Abstained because his employer is on this list.

a. Reserve at Cedar Creek Preliminary Plat and Easement Vacation

Brandl Anderson has requested a preliminary plat application and plans for Reserve at Cedar Creek, which consists of 48 single-family home lots on 20 acres of land located north of 202nd Street (CSAH 50), west of Glenbrook Path, and south of 200th Street. The property is zoned RST-2, Single and Two-Family Residential District.

Community Development Director Tina Goodroad provided the staff report. The Planning Commission held a public hearing at their May 22, 2025, meeting to consider the preliminary plat and easement vacation. There were no public comments at the public hearing. The Planning Commission unanimously recommended approval of the preliminary plat and easement vacation. The Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat at their May 21, 2025, meeting.

City Council discussed tree preservation on this lot. Trees will be planted along the north property line as well as the standard landscaping requirements.

Motion was made by Bermel, seconded by Volk, to approve a resolution approving the

Reserve at Cedar Creek preliminary plat, and a resolution approving an easement vacation.

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next City Council Meeting is Monday, June 16, 2025

b. Next Work Session Monday, June 23, 2025

11. Adjourn

Motion was made by Volk, seconded by Bermel, to adjourn at 6:32 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 6/16/2025

Accepting a Donation from the Lakeville Public Safety Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to accept a donation of a UTV to the Lakeville Police Department, estimated value of \$38,355.75

Overview

The Lakeville Police Department submitted a grant request to the Lakeville Public Safety Foundation to purchase a Polaris Ranger Utility Task Vehicle (UTV).

As a public safety agency, the Lakeville Police Department would find a wide variety of applications and implementations of the recreational vehicle. Some potential uses of a Polaris Ranger UTV include the following:

- Routine UTV patrols throughout the City of Lakeville and a variety of locations in Dakota County to include rural areas and trailways.
- Deploy to local parks, trail systems, beaches, and boat and boat launches during busy season (ex: Antler's Park, Casperson Park, and Ritter Farm Park).
- Utilize as a search vehicle with complete offroad capabilities and powerful lighting upgrade.
- PAN-O-PROG and Community Engagement
- Deploy at local sporting events/tournaments in city parks and arenas.
- Conduct miscellaneous public safety duties such as hauling cones/barricades, first aid supplies, training equipment, and various tools for traffic safety or other operations.
- AOA – Assist surrounding agencies with rural search and rescue efforts or as needed.

A Polaris Ranger UTV would represent a strategic enhancement to our public safety operational capabilities and community engagement efforts. Furthermore, a Polaris Ranger UTV would increase officer visibility and approachability throughout the community.

Supporting Information

1. Grant Application - UTV 2025
2. Accepting Donation from Lakeville Public Safety Fo

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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LPSF Grant Application

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

Date of Grant Application: 5/15/2025

Submit electronically to: info@lpsfmn.org

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

Lakeville Police Department

Name of organization

9237 183rd St, Lakeville, MN 55044

Address

952-985-2800

952-985-4899

www.ci.lakeville.mn.us

Phone

Fax

Website

Brad Paulson

Chief of Police

952-985-4801

bpaulson@lakevillemn.gov

Name of Staff Executive

Title

Phone

E-mail

Alex Yohnke

Police Admin Specialist

952-985-2801

ayohnke@lakevillemn.gov

Name of Contact Person

Title

Phone

E-mail

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Name: Polaris Ranger UTV

Fiscal agent's EIN#:

Address: 9237 183rd St, Lakeville, MN 55044

Proposal Information

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

Please include the following:

- Brief description of the project
- Expected outcomes –

Dollar amount requested: \$38,861.25

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

Total project budget: \$

Organization Information

Provide background on your organization:

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

Purpose of Grant

Project, program and operating funds requests:

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

Evaluation

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

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

Grant applications will be reviewed within 60 days of receipt.

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



**City of Lakeville
Police Department**

Memorandum

To: Lakeville Public Safety Foundation
P.O. Box 1526
Lakeville, MN 55044

From: Lieutenant Jason Haider #4831

Copy: Chief Brad Paulson #4801
Lakeville Public Safety Foundation Board of Directors

Date: May 9TH, 2025

Subject: Polaris Ranger Crew XP 1000 Grant Application

Please consider this memorandum a request to consider the Lakeville Public Safety Foundation grant application for a Polaris Ranger Utility Task Vehicle (UTV). The specific off-road vehicle selected is a 2025 Polaris Ranger Crew XP 1000 Northstar Edition.

The specific model of Polaris Ranger was picked because it delivers on a variety of benefits and capabilities. The UTV is the crew version providing seating for up to six people and a rear cargo storage area. It has factory installed heating and air conditions to provide year-round comfort and usage. The UTV also has four hard doors with power front windows and a full glass tip-out front window. To enhance protection and safety, there are three added features to include an upper front brush guard, rear lower brush guard, and side mirrors. The "Premium" trim is the lower of the two packages provided at the Northstar edition level.

As a public safety agency, the Lakeville Police Department would find a wide variety of applications and implementations of the recreational vehicle. Some potential uses of a Polaris Ranger UTV include the following:

- Routine UTV patrols throughout the City of Lakeville and a variety of locations in Dakota County to include rural areas and trailways.
- Deploy to local parks, trail systems, beaches, and boat launches during busy season (ex: Antler's Park, Casperson Park, and Ritter Farm Park).
- Utilize as a search vehicle with complete offroad capabilities and powerful lighting upgrade.
- PAN-O-PROG:
 - Drive the UTV at the front of parade with other public safety vehicles
 - Traffic control emergency vehicle to utilize at intersections

- Roam or patrol vehicle for a contingent of officers during minor and major events
- Serve as a transportation vehicle for medical emergency or public needs
- Act as a supply vehicle for a variety of purposes – food/water, medical supplies and public safety equipment/gear
- Outfit into a quick response vehicle for four tactical SWAT operators
- Crowd control while creating a physical presence on the closed main street during events and as the large events disperse
- Community engagement – Use and display the UTV at a wide variety of community policing events to meet citizens, interact with public, and give rides.
- Deploy at local sporting events/tournaments in city parks and arenas.
- Conduct miscellaneous public safety duties such as hauling cones/barricades, first aid supplies, training equipment, and various tools for traffic safety or other operations.
- AOA – Assist surrounding agencies with rural search and rescue efforts or as needed.

Estimated Cost:

ITEM:	BUSINESS:	COST:
Polaris Ranger Crew XP 1000	Lakes Area Powersports	\$32,294.57
UTV Wrap / Graphics	Print Labs	\$350.00
Emergency Equipment	Guardian Fleet Safety	\$6,216.68
	TOTAL:	\$38,861.25

Quote Information:

- Prices are for a 2025 Polaris Ranger Crew XP 1000 Northstar Edition Premium.
- Listed price is the State of Minnesota government contract (10% off MSRP).
- A second quote was obtained from a local business; however, their price was higher (\$35,246.47).
- Equipment includes emergency lights, search lights, sirens, and labor fees.
- If unable to locate the make/model UTV in stock, Lakes Area Powersports estimated arrival time of the purchase to be July or August.

A Polaris Ranger UTV would represent a strategic enhancement to our public safety operational capabilities and community engagement efforts. Furthermore, a Polaris Ranger UTV would increase officer visibility and approachability throughout the community.

A genuine thank you to the Lakeville Public Safety Foundations for considering this grant. As a police department, the continued public safety support from the foundation is both noticed and appreciated.

Respectfully,

Lieutenant Jason Haider #4831

CITY OF LAKEVILLE

RESOLUTION NO. _____

ACCEPTING DONATION FROM LAKEVILLE PUBLIC SAFETY FOUNDATION

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

WHEREAS, the City of Lakeville's Police Department has received a donation of a Utility Task Vehicle valued at \$38,355.75 from the Lakeville Public Safety Foundation; and

WHEREAS, the donation is beneficial to the police department.

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

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

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 6/16/2025

Ordinance Amending Title 5, Chapter 1 of the Lakeville City Code Concerning Control of Dogs

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 5, Chapter 1 of the Lakeville City Code relating to the control of dogs.

Overview

One of the most frequent complaints staff receives with our current animal control ordinance is from pedestrians that are approached by an off-leash dog while using city parks and trails. Even if the dog is friendly, the pedestrian does not always know as the dog is approaching. There is a certain comfort level to seeing a dog under control of a leash rather than voice control. Per the discussion with the city council at a work session earlier in the year, the goal of this ordinance amendment is to reflect an updated policy on the restraint of dogs.

This ordinance amendment removes the allowance of controlling dogs via voice command and requires them to be under leash control. It also grants the city authority to designate certain parks as off-leash exercise and training areas. Staff and the Parks, Recreation, and Natural Resources Commission are studying which park(s) are the best suited for this activity and will let the public know when this is determined.

Supporting Information

1. Control of Dogs Ordinance (redline)
2. Control of Dogs Ordinance (clean)
3. Work Session Leash Law

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 1 OF THE LAKEVILLE CITY
CODE CONCERNING CONTROL OF DOGS**

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

SECTION 1. Section 5-1-9(A) of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

A. Restraint Of Dogs:

1. No person shall permit ~~a dog owned by him or her or under his or her care~~ their dog, or a dog under their care to be at large within the City.

2. No person shall permit their dog, or a dog under their care ~~a dog owned by him or her or under his or her care~~ to be in a City park or on a City street, trail, or sidewalk unless controlled by a leash not exceeding twenty five feet (25') in length, ~~except dogs that have passed the canine good citizen test certification program or its approved equivalent are permitted to be under voice control of a dog handler, except.~~ When a pedestrian approaches within one hundred feet (100'), at which time the dog must be immediately recalled and brought under close control until the pedestrian retreats by one hundred feet (100'). The canine good citizen test certification, or an approved equal, must be kept current.

3. The City may designate off leash dog exercise and training areas in certain City parks. In dog exercise and training areas designated by the City, dogs must be under voice control ~~when not under close control~~ when not leashed and must comply with the rules for use of the area.

4. ~~In Ritter Farm park, all dogs, including dogs that have passed the canine good citizen test certification program, must be under close control. (Ord. 680, sec. 3, 11-20-2000, eff. 6-1-2001).~~

SECTION 2. 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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 1 OF THE LAKEVILLE CITY
CODE CONCERNING CONTROL OF DOGS**

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

SECTION 1. Section 5-1-9(A) of the Lakeville City Code is hereby amended to include the following:

A. Restraint Of Dogs:

1. No person shall permit their dog, or a dog under their care to be at large within the City.
2. No person shall permit their dog, or a dog under their care to be in a City park or on a City street, trail, or sidewalk unless controlled by a leash not exceeding twenty five feet (25') in length. When a pedestrian approaches within one hundred feet (100'), the dog must be immediately recalled and brought under close control until the pedestrian retreats by one hundred feet (100').
3. The City may designate off leash dog exercise and training areas in certain City parks. In dog exercise and training areas designated by the City, dogs must be under voice control when not leashed and must comply with the rules for use of the area.

SECTION 2. 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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



City of Lakeville *Positioned to Thrive*

To: Lakeville City Council

Subject: Leash Law Discussion

Date: March 24, 2025

Mayor and Council,

One of the topics you discussed during your retreat earlier this year was our “leash law” pertaining to the control of dogs in our community. We, and likely you, receive citizen feedback or recommendations to review our current ordinance as it relates to controlling dogs in public areas. Our ordinance (5-1-9) currently states that dogs must be controlled by a leash not exceeding 25 ft. in length unless a dog has passed a suitable training program and is under voice control of the handler, except when a pedestrian approaches within 100 ft., at which time the dog must be immediately recalled and brought under close control until the pedestrian retreats by 100 ft. Some residents have requested that the ordinance be amended to require dogs to be leashed at all times while in public areas to minimize chances of conflict with other dogs or pedestrians.

Challenges with Current Ordinance:

- As with other misdemeanor offenses, generally any violation must be witnessed by an officer/community service officer to be enforced by citation. Many times, if a complaint comes in the situation has changed by the time the officer has arrived, or the dog/dog owner are no longer in the area.
- The ordinance specifically lists a dog off leash must have passed the “canine good citizen test certification program or its approved equivalent”. There are numerous training programs out there in which obedience is taught in a variety of ways, making it difficult to determine which training would qualify as adequate under this language.
- The ordinance states a dog must be brought under “close control” when a pedestrian is within 100 ft. This is defined as no more than 6 ft. from handler and dog is restrained so as not to come into physical contact with any person not of a dog handler’s party except with that person’s consent.



Potential Modifications to Consider:

- We could look to eliminate the “off-leash” component altogether, which would remove any discretion as to suitable training programs allowing dogs to be under voice control. This would require all dogs to be on a leash, not exceeding 25 ft. while in public places. We would make exceptions for city dog parks. This would simplify the current ordinance, however there would still be some enforcement challenges as any violations would still need to be witnessed by our staff to be enforceable by citation.
- Some have inquired about adding an electronic collar component, as that technology and training is more prevalent than when the ordinance was last updated. As it stands now, we generally treat an e-collar as being under voice control, as it relates to the ordinance. Some dog owners have spent significant money and resources on training to be able to enjoy time in public with their dogs off leash and an update to the ordinance requiring a leash may not be well received by this group. In addition, some dog owners specifically use large open public spaces to allow their dogs to run off leash while under voice or e-collar control (i.e. frisbee/ball chasing, etc.).
- Another consideration would be to delegate certain city parks or areas as “on-leash only” where public shouldn’t have concern for dogs running off leash but there would still be other city parks and areas where that may be allowed. This, however, can add layers to an ordinance and get confusing to the public when there are different rules for different parks in town.

In summary, one of the most frequent complaints we get with our current ordinance is from pedestrians that are approached by an off-leash dog while using city parks and trails. Even if the dog is friendly, the pedestrian does not always know this as the dog is approaching. There is a certain comfort level to seeing a dog under control of a leash rather than voice control. Our goal is to receive Council input on some direction from here as to any appetite to change current ordinance and what types of changes you’d like to consider researching further.

Attachments: City Ordinance 5-1-9 (A)

5-1-9: CONTROL OF DOGS:

A. Restraint Of Dogs:

1. No person shall permit a dog owned by him or her or under his or her care to be at large within the City. (Ord. 680, sec. 3, 11-20-2000, eff. 6-1-2001)

2. No person shall permit a dog owned by him or her or under his or her care to be in a City park or on a City street, trail, or sidewalk unless controlled by a leash not exceeding twenty five feet (25') in length, except dogs that have passed the canine good citizen test certification program or its approved equivalent are permitted to be under voice control of a dog handler, except when a pedestrian approaches within one hundred feet (100'), at which time the dog must be immediately recalled and brought under close control until the pedestrian retreats by one hundred feet (100'). The canine good citizen test certification, or an approved equal, must be kept current. (Ord. 680, sec. 3, 11-20-2000, eff. 6-1-2001; amd. Ord. 1012, 6-17-2019)

3. In dog exercise and training areas designated by the City, dogs must be under voice control when not under close control and must comply with the rules for use of the area. (Ord. 1012, 6-17-2019)

4. In Ritter Farm park, all dogs, including dogs that have passed the canine good citizen test certification program, must be under close control. (Ord. 680, sec. 3, 11-20-2000, eff. 6-1-2001)



Date: 6/16/2025

**Ordinance Amending Title 5, Chapter 7 of the Lakeville City Code Concerning the
Furnishing of Alcohol or Cannabis to Underage Persons by Social Hosts**

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 5, Chapter 7 of the Lakeville City Code

Overview

The current ordinance is specific to the consumption and possession of alcohol. Given the changes to state law as it relates to cannabis, staff is recommending to amend our current ordinance to include cannabis as both alcohol and cannabis can be consumed legally by persons of a certain age.

Supporting Information

1. Social Host Ordinance (redline)
2. Work Session - Social Host
3. Social Host Ordinance (clean)

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Cheif of Police
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ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 7 OF THE LAKEVILLE CITY
CODE CONCERNING THE FURNISHING OF ALCOHOL OR CANNABIS TO
UNDERAGE PERSONS BY SOCIAL HOSTS**

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

SECTION 1. Section 5-7-1 of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

The city council intends to discourage underage possession and consumption of alcohol and cannabis, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under twenty one (21) years of age possess or consume alcohol or cannabis regardless of whether the person hosting the event or gathering supplied the alcohol or cannabis. The city council finds:

A. Events and gatherings held on private or public property where alcohol or cannabis is possessed or consumed by persons under the age of twenty one (21) are harmful to those persons and constitute a ~~potential~~ threat to public health requiring prevention or abatement.

B. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol or cannabis consumption, such as alcohol or cannabis overdoses or alcohol or cannabis related traffic collisions.

~~C. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present, and condone the activity, and in some circumstances provide the alcohol.~~

~~D. Even though giving or furnishing alcohol is a crime, it is difficult to prove, and an ordinance is necessary to help further combat underage consumption.~~

~~E.~~ C. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption of alcohol or cannabis occurs.

SECTION 2. Section 5-7-2 of the Lakeville City Code is hereby amended to add the following definition:

CANNABIS: Intoxicating cannabinoids, including those artificially derived, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products, as those terms are defined in Minn. Stat. § 342.01, as it may be amended.

SECTION 3. Section 5-7-3(A)(1) of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

1. Host or allow an event or gathering at any residence, premises, or on any other private or public property where alcohol, ~~or~~ alcoholic beverage, or cannabis are present when the person knows that an underage person will or does: a) consume any alcohol, ~~or~~ alcoholic beverage, or cannabis; or b) possess any alcohol, ~~or~~ alcoholic beverage, or cannabis with the intent to consume it and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

SECTION 4. Section 5-7-4(D) of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

D. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol, ~~or~~ alcoholic beverage, or cannabis during the course and scope of employment.

SECTION 5. Section 5-7-4 of the Lakeville City Code is hereby amended to add subsections E, F and G to read as follows:

E. This chapter does not apply to a person's cannabis use or possession for that person's medical procedures or treatment authorized by a physician for a qualifying medical condition, as defined in Minnesota Statutes, Section 342.01, subd. 63.

F. This chapter does not apply to a person acting as an agent of a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hempy edible retailer who sells or otherwise transfers cannabis to a person under 21 years of age if the person complies with Minnesota Statutes, Section 342.27, subdivision 4 and any other applicable state rules promulgated under Minnesota Statutes, Chapter 342.

G. Law enforcement activities supervised by a law enforcement agency.

SECTION 6. 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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



City of Lakeville
Positioned to Thrive

To: Lakeville City Council
Subject: Social Host Ordinance
Date: March 24, 2025

Mayor and Council,

One of the discussion topics at your retreat earlier this year was a potential change related to our Social Host ordinance. Our ordinance (5-7) is in place to discourage underage possession and consumption of alcohol, even within the confines of a private residence. The ordinance is designed to hold persons criminally responsible who host events or gatherings where persons underage possess or consume alcohol whether the person hosting the event or gathering supplied the alcohol or not.

The current ordinance is specific to the consumption and possession of alcohol. Given changes to state law as it relates to cannabis, consideration could be given to incorporating this into the existing social host ordinance as both alcohol and cannabis can be consumed legally by persons of a certain age. The definition of cannabis, as proposed in an updated ordinance is as follows:

CANNABIS: Intoxicating cannabinoids, including those artificially derived, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products, as those terms are defined in Minn. Stat. 342.01, as it may be amended.

We do not commonly use the social host ordinance from an enforcement standpoint, but it's a good tool to have to hold persons responsible who may provide a space for underage individuals to consume illicit chemicals.

Our City Attorney did review the current ordinance, and provided a draft of what a new ordinance could look like with the addition of cannabis.

Attachments:

x Current City Ordinance 5-7

x Draft Ordinance with Suggested Edits (as reviewed by City Attorney)

CHAPTER 7

SOCIAL HOSTS

SECTION:

5-7-1: Purpose And Findings

5-7-2: Definitions

5-7-3: Prohibited Acts

5-7-4: Exceptions

5-7-1: PURPOSE AND FINDINGS:

The city council intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under twenty one (21) years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The city council finds:

A. Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty one (21) are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.

B. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol related traffic collisions.

C. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present, and condone the activity, and in some circumstances provide the alcohol.

D. Even though giving or furnishing alcohol to an underage person is a crime, it is difficult to prove, and an ordinance is necessary to help further combat underage consumption.

E. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption occurs. (Ord. 836, sec. 1, 4-7-2008)

5-7-2: DEFINITIONS:

For purposes of this chapter, the following terms have the following meanings:

ALCOHOL: Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.

ALCOHOLIC BEVERAGE: Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, liquor, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

EVENT OR GATHERING: Any group of three (3) or more persons who have assembled or gathered together for a social occasion or other activity.

HOST OR ALLOW: To aid, conduct, entertain, organize, supervise, control, or permit a gathering or event.

PARENT: Any person having legal custody of a juvenile:

- A. As a natural, adoptive parent, or stepparent;
- B. As a legal guardian; or
- C. As a person to whom legal custody has been given by order of the court.

PERSON: Any individual, partnership, copartnership, corporation, or any association of one or more individuals. A person does not include any city, county, or state agency.

RESIDENCE, PREMISES OR PUBLIC OR PRIVATE PROPERTY: Any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented, or used with or without permission or compensation.

UNDERAGE PERSON: Any individual under twenty one (21) years of age. (Ord. 836, sec. 1, 4-7-2008)

5-7-3: PROHIBITED ACTS:

- A. It is unlawful for any person(s) to:
 - 1. Host or allow an event or gathering at any residence, premises, or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does: a) consume any alcohol or alcoholic beverage; or b) possess any alcohol or alcoholic beverage with the intent to consume it and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).
- B. A person is criminally responsible for violating subsection A of this section if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit the prohibited act.
- C. A person who hosts an event or gathering does not have to be present at the event or gathering to be criminally responsible. (Ord. 836, sec. 1, 4-7-2008)

5-7-4: EXCEPTIONS:

- A. This chapter does not apply to conduct solely between an underage person and his or her parents while present in the parent's household.
- B. This chapter does not apply to legally protected religious observances.
- C. This chapter does not apply to retail intoxicating liquor or 3.2 percent malt liquor licensees, municipal liquor stores, or bottle club permit holders who are regulated by Minnesota statutes section 340A.503 subdivision 1(a)(1).
- D. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment. (Ord. 836, sec. 1, 4-7-2008)

DRAFT

ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 7 OF THE LAKEVILLE CITY
CODE CONCERNING THE FURNISHING OF ALCOHOL OR CANNABIS TO
UNDERAGE PERSONS BY SOCIAL HOSTS**

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

SECTION 1. Section 5-7-1 of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

The city council intends to discourage underage possession and consumption of alcohol and cannabis, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under twenty one (21) years of age possess or consume alcohol or cannabis regardless of whether the person hosting the event or gathering supplied the alcohol or cannabis. The city council finds:

A. Events and gatherings held on private or public property where alcohol or cannabis is possessed or consumed by persons under the age of twenty one (21) are harmful to those persons and constitute a ~~potential~~ threat to public health requiring prevention or abatement.

B. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol or cannabis consumption, such as alcohol or cannabis overdoes or alcohol or cannabis related traffic collisions.

~~C. Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present, and condone the activity, and in some circumstances provide the alcohol.~~

~~D. Even though giving or furnishing alcohol is a crime, it is difficult to prove, and an ordinance is necessary to help further combat underage consumption.~~

~~E~~C. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption of alcohol or cannabis occurs.

SECTION 2. Section 5-7-2 of the Lakeville City Code is hereby amended to add the following definition:

CANNABIS: Intoxicating cannabinoids, including those artificially derived, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products, as those terms are defined in Minn. Stat. § 342.01, as it may be amended.

SECTION 3. Section 5-7-3(A)(1) of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

1. Host or allow an event or gathering at any residence, premises, or on any other private or public property where alcohol, ~~or~~ alcoholic beverage, or cannabis are present when the person knows than an underage person will or does: a) consume any alcohol, ~~or~~ alcoholic beverage, or cannabis; or b) possess any alcohol, ~~or~~ alcoholic beverage, or cannabis with the intent to consume it and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

SECTION 4. Section 5-7-4(D) of the Lakeville City Code is hereby amended to add the following underlined language and delete the ~~striketrough~~ language as follows:

D. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol, ~~or~~ alcoholic beverage, or cannabis during the course and scope of employment.

SECTION 5. Section 5-7-4 of the Lakeville City Code is hereby amended to add subsections E, F and G to read as follows:

E. This chapter does not apply to a person's cannabis use or possession for that person's medical procedures or treatment authorized by a physician for a qualifying medical condition, as defined in Minnesota Statutes, Section 342.01, subd. 63.

F. This chapter does not apply to a person acting as an agent of a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hempy edible retailer who sells or otherwise transfers cannabis to a person under 21 years of age if the person complies with Minnesota Statutes, Section 342.27, subdivision 4 and any other applicable state rules promulgated under Minnesota Statutes, Chapter 342.

G. Law enforcement activities supervised by a law enforcement agency.

SECTION 6. 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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 7 OF THE LAKEVILLE CITY
CODE CONCERNING THE FURNISHING OF ALCOHOL OR CANNABIS TO
UNDERAGE PERSONS BY SOCIAL HOSTS**

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

SECTION 1. Section 5-7-1 of the Lakeville City Code is hereby amended to include the following:

The city council intends to discourage underage possession and consumption of alcohol and cannabis, even if done within the confines of a private residence, and intends to hold persons criminally responsible who host events or gatherings where persons under twenty one (21) years of age possess or consume alcohol or cannabis regardless of whether the person hosting the event or gathering supplied the alcohol or cannabis. The city council finds:

A. Events and gatherings held on private or public property where alcohol or cannabis is possessed or consumed by persons under the age of twenty one (21) are harmful to those persons and constitute a ~~potential~~ threat to public health requiring prevention or abatement.

B. Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol or cannabis consumption, such as alcohol or cannabis overdoses or alcohol or cannabis related traffic collisions.

C. A deterrent effect will be created by holding a person criminally responsible for hosting an event or gathering where underage possession or consumption of alcohol or cannabis occurs.

SECTION 2. Section 5-7-2 of the Lakeville City Code is hereby amended to add the following definition:

CANNABIS: Intoxicating cannabinoids, including those artificially derived, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products, as those terms are defined in Minn. Stat. § 342.01, as it may be amended.

SECTION 3. Section 5-7-3(A)(1) of the Lakeville City Code is hereby amended to add the following:

1. Host or allow an event or gathering at any residence, premises, or on any other private or public property where alcohol, alcoholic beverage, or cannabis are present when the person knows that an underage person will or does: a) consume any alcohol, alcoholic beverage, or cannabis; or b) possess any alcohol, ~~or~~ alcoholic beverage, or cannabis with the intent to consume it and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

SECTION 4. Section 5-7-4(D) of the Lakeville City Code is hereby amended to add the following:

D. This chapter does not apply to situations where underage persons are lawfully in possession of alcohol, alcoholic beverage, or cannabis during the course and scope of employment.

SECTION 5. Section 5-7-4 of the Lakeville City Code is hereby amended to add subsections E, F and G to read as follows:

E. This chapter does not apply to a person's cannabis use or possession for that person's medical procedures or treatment authorized by a physician for a qualifying medical condition, as defined in Minnesota Statutes, Section 342.01, subd. 63.

F. This chapter does not apply to a person acting as an agent of a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hempy edible retailer who sells or otherwise transfers cannabis to a person under 21 years of age if the person complies with Minnesota Statutes, Section 342.27, subdivision 4 and any other applicable state rules promulgated under Minnesota Statutes, Chapter 342.

G. Law enforcement activities supervised by a law enforcement agency.

SECTION 6. 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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 6/16/2025

**Proposal for the Purchase and Installation of Proxess Electronic
Access System for Grand Prairie Park**

Proposed Action

Staff recommends adoption of the following motion: Move to approve proposal for the purchase and installation of Proxess Electronic Access System for Grand Prairie Park.

Overview

With the construction of Grand Prairie Park, three new park buildings will be added to the parks system including a grandstand, field support and main building. Access to these buildings will be provided and monitored by city staff. Over the last year, most of the indoor park buildings and special use facilities such as the Fine Arts and Performing Arts buildings have migrated from traditional brass key access to an electronic application system.

Staff worked with Gappa Security Solutions on the installation and implementation of the electronic lock upgrades at all of the current locations. These upgrades have made it easier and more secure for staff to issue building access at these facilities. To maintain consistency throughout the parks system, staff is recommending the installation of Proxess at Grand Prairie Park.

Supporting Information

1. Gappa Security Solutions Proposal for Proxess Control System for Grand Prairie Park

Financial Impact: \$35,180.45 Budgeted: Yes Source: Park Bond Referendum Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--



Proposal

Date	Proposal #
5/28/2025	23855

Name / Address:

Lakeville, City of
Email invoices to Accts. Payable
accountspayable@lakevillemn.gov

Revision	Project / Entered By	Terms	Rep
N	Grand Prairie Park/JS	Due on receipt	FG-...

Qty	Item	Description	Price Each	Total
		To Provide Additions to the Proxess Smartphone-Based Access Control System for GRAND PRAIRIE PARK:		
17	PROX-CX-8-S2-B1-626-CN-DC-LC	Proxess - CX Cylindrical Intelligent Lockset, with Door Contact Option, External 6 Volt DC, 200mA Power Supply Connection, 14 Style Curved Lever, ANSI Strike, 2-3/4 Backset, SFIC Prepped, Less Core, Satin Chrome Finish	795.00	13,515.00T
4	PROX-MX-STL-8-626-CN-DC-LC	Proxess - MX Mortise Intelligent Lockset, with Latch Only, 14 Style Curved Lever, SFIC Prepped, Less Core, includes Door Contact Option, External 6 Volt DC 200mA Power Supply Connection, Satin Chrome Finish	955.00	3,820.00T
8	PROX-MX-STB-8-626-CN-DC-LC	Proxess - MX Mortise Intelligent Lockset, with Deadbolt, 14 Style Curved Lever, SFIC Prepped, Less Core, includes Door Contact Option, External 6 Volt DC 200mA Power Supply Connection, Satin Chrome Finish	955.00	7,640.00T
9	PROX-BX-EN-POE	Proxess - BoxIQ™ one (1) Door access control panel, with enclosure. Both Entry & Exit readers can be connected. Includes PoE, PoE+ and local 12\24VDC power compatibility. Includes WiFi for backhaul, includes BLE bridge capability for communications to the Proxess lockset & BLE Controller family. Note: Bridge capability can usually bring eight (8) CX & MX locksets and PX Mini-Controllers On-Demand, typically within a 70-foot radius.	860.00	7,740.00T
	Tariff Surcharge	Charge for Proxess Vendor Tariff Surcharges	981.45	981.45T
4	ALT-400UL-PD8*	Altronix Power Supply/Charger - 115AC 12/24 Volts DC 4.0 Amps, 8 Fuse Protected Outlets	310.00	1,240.00T
8	Back Up Battery 7AH	Back - Up Battery	30.50	244.00T

Freight to be added

Total

Phone #	Fax #	E-mail	Web Site
920-324-2260	888-558-0458	orders@gappasecuritysolutions.com	www.gappasecuritysolutions.com



Proposal

Date	Proposal #
5/28/2025	23855

Name / Address:

Lakeville, City of
Email invoices to Accts. Payable
accountspayable@lakevillemn.gov

Revision	Project / Entered By	Terms	Rep
N	Grand Prairie Park/JS	Due on receipt	FG-...

Qty	Item	Description	Price Each	Total
		IMPORTANT NOTES: 1. City of Lakeville's Electrician to install and wire up the above Power Supplies. 2. City of Lakeville's Electrician will need to run wire from our Power Supplies down to each door and through a transfer hinge. 3. Gappa's technician will return at a later date to install the hardwired components for additional time and travel charges. Minnesota Sales Tax-Exempt	0.00%	0.00

Freight to be added

We are working hard to ensure the pricing on this proposal is good for approximately 15 days. Due to the volatile nature of supply chains at the moment, however, sudden cost increases from our suppliers can force us to have to revise pricing unexpectedly.

All quoted prices subject to correction for clerical error

Credit Card purchases will be assessed an additional 3% credit card fee

For Warranty Information please see our website

Total	\$35,180.45
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Phone #	Fax #	E-mail	Web Site
920-324-2260	888-558-0458	orders@gappasecuritysolutions.com	www.gappasecuritysolutions.com



Date: 6/16/2025

Ordinance Amending Title 7, Chapter 1 of the City Code Concerning Fishing

Proposed Action

Staff recommends adoption of the following motion: Move to approve Ordinance Amending Title 7, Chapter 1 of the City Code Concerning Fishing.

Overview

Staff has received a number of complaints pertaining to public fishing within city owned stormwater ponds and other easements. In an effort to reduce these complaints and set clear guidelines for fishing in these types of water bodies, staff is proposing an addition to the City Parks chapter pertaining to fishing. The addition to the city code would allow city staff to designate “No Fishing” in any waters located within city property or within any city easement as deemed necessary by city staff. Providing these clear guidelines allows for consistent enforcement and clear communication to the public.

Supporting Information

1. Proposed No Fishing City Code Amendment

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

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

Report Completed by: Joe Masiarchin, Parks and Recreation Director

ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 1 OF THE LAKEVILLE CITY
CODE CONCERNING FISHING**

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

SECTION 1. The title of Chapter 1 of Title 7 is amended to read as follows:

City Parks and Recreation

SECTION 2. Chapter 1 of Title 7 is amended to add a new section 7-1-8 to read as follows:

Section 7-1-8: FISHING:

No person shall take or attempt to take fish in any waters located within city property or within any city easement which are designated as “no fishing.”

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 Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 6/16/2025

Joint Powers Agreement with Dakota County for CSAH 50 and Hamburg Avenue Intersection Improvements and Street Lighting Contract

Proposed Action

Staff recommends adoption of the following motion: Move to 1) approve a Joint Powers Agreement with Dakota County; and 2) approve a construction contract with Xcel Energy for street lighting facilities for County State Aid Highway 50 and Hamburg Avenue Intersection Improvements, City Project 26-06.

Overview

The City of Lakeville and Dakota County are partnering to complete intersection improvements at CSAH 50 and Hamburg Avenue as identified in their respective current adopted Capital Improvement Plans. CSAH 50 was reconstructed and modernized in 2019, and included lowering the elevation at the Hamburg Avenue intersection to improve sightlines on the corridor and enhance safety. Following the improvements, City and County staff continued to monitor intersection operations and safety. Additional data collection and research suggested that construction of a roundabout at this intersection would improve safety and traffic operations. Construction is programmed for 2025.

The Joint Powers Agreement establishes City and County project responsibilities and cost participation. The Construction Agreement for Street Lighting Facilities establishes City and Xcel project responsibilities and estimated costs. In consideration of the recent improvements (2019) and the City's investment in that project, the County provided an exception to the Dakota County Cost Share Policy that reduced the City's cost share to roundabout irrigation and lighting items. The County is the lead agency for the project.

Supporting Information

1. CP 26-06 JPA
2. CP 26-06 Lighting Contract

Financial Impact: \$98,521.76 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Jon Nelson, Assistant City Engineer

JOINT POWERS AGREEMENT FOR

**PRELIMINARY & FINAL DESIGN ENGINEERING, RIGHT-OF-WAY ACQUISITION,
CONSTRUCTION, MAINTENANCE, AND COST PARTICIPATION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

**STATE AID PROJECT NO. 019-650-024
DAKOTA COUNTY PROJECT NO. 50-37
CITY OF LAKEVILLE PROJECT NO. 26-06**

SYNOPSIS: Dakota County and the City of Lakeville agree to construct new traffic control (roundabout) at the intersection of County State Aid Highway (CSAH) 50 (202nd Street) and Hamburg Avenue in the City of Lakeville, Dakota County.

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 50-37 and City Project 26-06; and

WHEREAS, County Project 50-37 and City Project 26-06 is the construction of a new single-lane roundabout at the intersection of County State Aid Highway (CSAH) 50 (202nd Street) and Hamburg Avenue (Project); and

WHEREAS, the purpose and need for the Project is to improve safety, multimodal mobility, vehicle mobility and create a compatible corridor with the natural and built environment; and

WHEREAS, CSAH 50 was reconstructed from a rural two-lane roadway to a two-lane median divided roadway in 2019 in which the City and County partnered on project development and cost participation; and

WHEREAS, County staff hired Alliant Engineering in 2023 to complete an Intersection Control Evaluation of CSAH 50 and Hamburg Avenue to reinforce observations, determine contributing factors, and provide recommendations for corrections to the existing side-street stop intersection; and

WHEREAS, the recommendation from the Intersection Control Evaluation was that a single-lane roundabout be implemented; and

WHEREAS, applying the County Cost Share Policy for roundabouts to the CSAH 50 and Hamburg Avenue intersection results in a cost split of 55 percent County and 45 percent City; and

WHEREAS, the City requested the County consider foregoing the City's cost share due to the recent reconstruction in which the City contributed a significant cost share; and

WHEREAS, County staff received direction from the County Physical Development Committee on January 9, 2024, to proceed with the Project as 100 percent County cost participation; and

WHEREAS, on February 6, 2024, by County Resolution 24-071 (Attachment B) County staff received direction to proceed with a cost participation policy exception to allow the County to be responsible for 100 percent County cost participation, excluding elements outlined in this Agreement; and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete preliminary and final design, right-of-way acquisition, construction, and maintenance of the Project, as well as to determine each Parties' respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the Project costs associated with roundabout construction and related activities as described in this Agreement.

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policies, jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for 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 and Final 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)

“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.

3. Plans, Specifications and Award of Contract. The County will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The Parties’ mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days

of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the State in the award of the construction contract to the lowest responsible bidder. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

4. 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.
5. Right-of-Way. The County, as the lead agency, will undertake all actions necessary to acquire all permanent and temporary highway right-of-way, including but not limited to sidewalks and trails, drainage and ponding, and water pollution control best management practices. The County shall be responsible for 100 percent of the costs of acquiring any necessary right-of-way for the Project.

If necessary, the City shall convey to the County, at no cost, all necessary permanent and temporary highway easements, on forms approved by the County Attorney's office, on all adjacent City-controlled real property for Project purposes. Additionally, if necessary, the City shall convey rights to the County, at no cost, all public easements, and rights-of-way necessary for Project purposes, including the right to grade within drainage and utility easements as necessary. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right-of-way needed for the highway improvements shall be the responsibility of the City.

All construction activities, including traffic control on City-owned streets, must comply with applicable state and City standards and specifications to fulfill the City's requirements. The City reserves the right to inspect construction materials and methods as necessary.

6. City Permits. Through this Agreement, the City will permit work to occur within the City's right-of-way as defined in the final plans and specifications for the Project. The County, or its contractors, must secure a City building permit for retaining walls with construction height equal to or greater than four feet and any other City permits as required by City Code, when work occurs outside of county right-of-way and the City hereby agrees to waive the City's permit fees for the permits obtained by the County. Nothing in this Agreement or any permit issued by the City shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way. The City will process permits for utility work and other activities by third parties within the City's right-of-way.
7. Cost Share. After application of all applicable cost sharing provisions of this Agreement and Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) cost share policies F.1 through F.19 (Attachment A), the County will participate in and provide funding for the Project as defined below after deducting federal and state cost participation amounts.
 - a. The County shall be responsible for 100 percent of all applicable project costs for project administration, engineering and right-of-way acquisition (as defined in Section 1, 2, 3 and 6 of this Agreement) and construction.
 - F.13 Cost Participation - Roundabouts. Includes turn lanes, medians, shoulders, trails, sidewalks, streetlights, pedestrian crossing lighting and other associated roundabout infrastructure. Dakota County 2040 Transportation Plan Cost Share Policy F.13 outlines a County cost share up to 55%. Based on the unique aspects of this Project, County staff was directed to amend the County Capital Improvement Program to include a project with 100 percent County cost share for the CSAH

50 and Hamburg Avenue Roundabout. The County Board authorized execution of the Joint Powers Agreement with these terms per Dakota County Resolution Number 24-071 (Attachment B).

- b. The County and City shall share project costs related to aesthetics per the Dakota County 2040 Transportation Plan (July 2021) Appendix A cost share policies (Attachment A).
 - F.2 Cost Participation - Aesthetic. Aesthetic elements for the Project include decorative landscaping and plantings (including irrigation) in the roundabout median. The County will participate up to 50 percent of the cost of aesthetics up to three percent of the County's share of highway construction costs (excluding right-of-way, storm sewer and ponding) prior to application of federal or state funds. The City shall be responsible for 50 percent of the cost of aesthetics and 100 percent of the costs that exceed the County's maximum participation for aesthetics. The City is responsible for maintenance of aesthetics.
8. Municipal Construction Items. The City may elect to perform concurrent work outside what is necessary to complete the Project. The costs for any such work shall be the responsibility of the City.
9. Street Lighting, Trail Lighting and Maintenance Costs. Upon completion of the Project, maintenance and electrical power costs of the streetlights (including roundabout and trail lighting) will be in accordance with Dakota County 2040 Transportation Plan (July 2021) Cost Share Policy F.17 Street Lighting.
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:
 - prior to approval of the appraised values for any necessary right-of-way acquisitions;

- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$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, 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 County shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the County Engineer.

Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of 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 and the County's appointed representative is Todd Howard, 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, 2027.
15. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City infrastructure. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.
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.
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.
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 shall be provided in accordance with the policies of the Dakota County 2040 Transportation Plan (July 2021). The County shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the 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 Dakota County 2040 Transportation Plan 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 Avenue
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
Lakeville, MN 55044
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:

Zach Johnson, City Engineer

By _____
Mayor

(SEAL)

By _____
City Clerk

Date: _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

Erin Laberee, County Engineer

By: _____
Georg Fischer,
Physical Development Director

Date: _____

APPROVED AS TO FORM:

/s/ Joseph Marek 05/16/2025
Assistant County Attorney Date
KS-2025-00291

COUNTY BOARD RESOLUTION

No. 24-071 Date: February 6, 2024



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: **Ninety-eight thousand five hundred twenty-one dollars and 76/100** Dollars: **\$98,521.76**

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: **Hamburg Ave and 202nd St W (CSAH 50) new roundabout, Lakeville MN 55044**

Rate Code: **A30 Pre-Pay Option, 14,000 or 4,000 Lumens. Current monthly rate is \$7.92 or \$5.59 depending on lumens.**

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> Install new lighting at new roundabout during construction. Remove existing poles and lights. Install new cobra fixtures, poles, and mast arms. Install new traditional fixture and pole. Install 1900' #6 duplex secondary cable and 1½ conduit. Pole locations to be staked by the customer prior to installation. RESTORATION IS NOT INCLUDED IN THIS CONTRACT.	<u>Number of Luminaries:</u> 13- cobra fixtures (14,000 Lumens), grey. 13- 30 ft. direct buried fiberglass poles, bronze. 13- 4 ft. mast arms, bronze. 1- traditional fixture (4,000 Lumens), bronze. 1- 18 ft. direct buried fiberglass pole, 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: _____

Title: _____

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 #15130972	
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

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.



Date: 6/16/2025

Temporary On-Sale Liquor License to Lakeville Lions for Pan-O-Prog Events

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to the Lakeville Lions Club subject to the stipulations provided in the staff report.

Overview

The Lions would like to hold their annual Beer, Brats & Bingo event on Thursday, July 10, 2025, at the Lakeville Area Arts Center. The event will include bingo and outside beer service. A site plan showing the layout of the fenced-in areas, tent locations, and the food and alcohol distribution area has been provided with the application.

In addition to Beer, Brats & Bingo, the Lions would like to host a beer garden with live music on Friday and Saturday. All events will be held at the Arts Center. The Lions will provide personnel at the entrance to identify and wristband those of legal age to consume alcohol. No one under the age of 21 will be allowed after 9:30 p.m. on Friday and Saturday.

The Police Department has no objection to the issuance of a temporary on-sale liquor license, subject to the attached stipulations. The Lions have submitted a certificate of liquor liability insurance naming the City of Lakeville as an additional insured.

Supporting Information

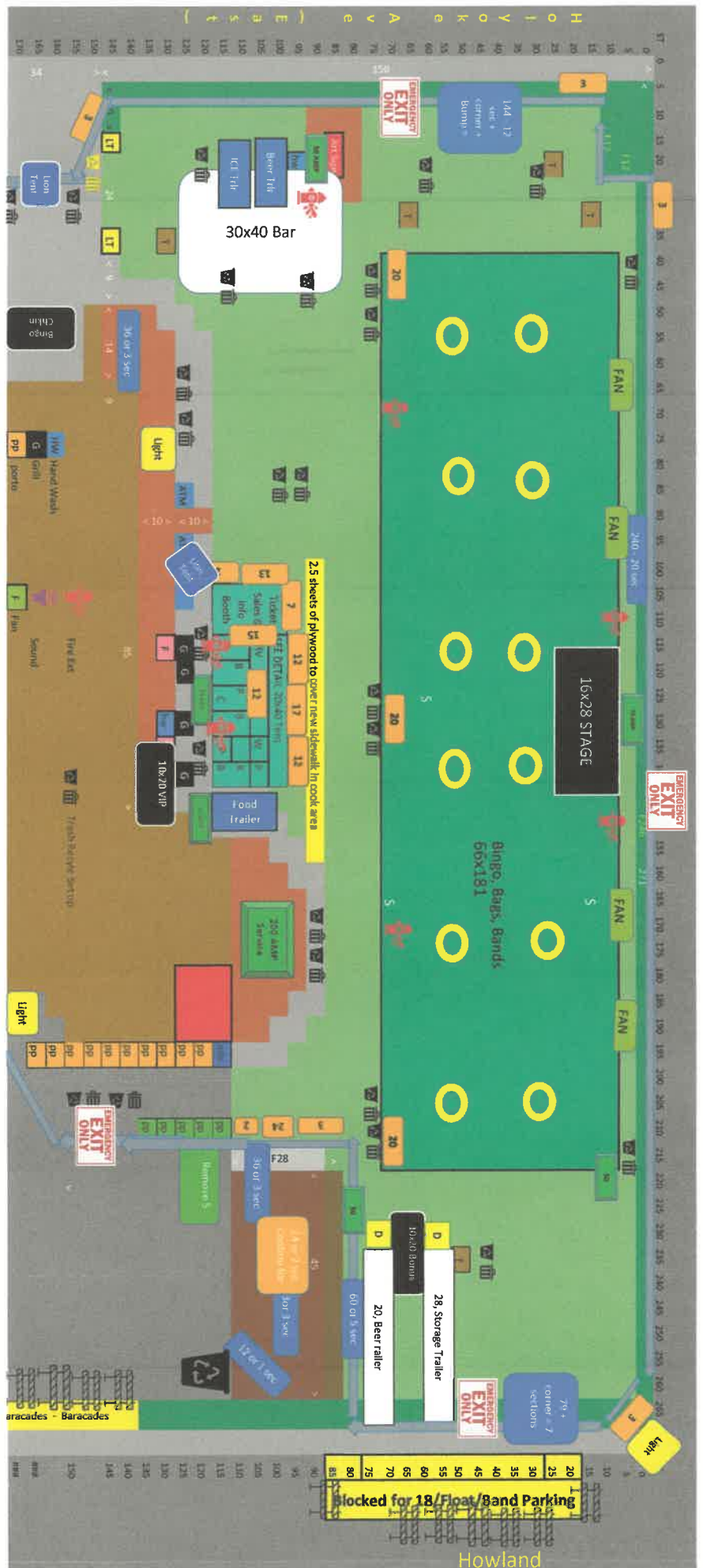
1. Pan-O-Prog Schedule and Site Plan

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

2025 Lakeville Lions Beer Garden @ Pan-O-Prog Event Schedule

Est. Count	Event Date	Gates Open	Event Start	Event End	Event Area	Performance	Event Time Details	Bar Close	Grounds Swept (Patrons)	Gate Closed	Event Notes
2500	Thursday, July 10, 2025	4:00 PM	6:30 PM	10:00 PM	Lions Beer, Brats and Bingo	48th Annual Lions Event \$30 per card, 30 games guaranteed.	6:30pm Bingo Start 8:30pm Bingo Coverall	10:00 PM	10:30 PM	10:45 PM	NO Button or Cover Required ID for Alcohol, Family friendly
1500	Thursday, July 10, 2025	4:00 PM	6:30 PM	10:30 PM	North Bar Music Stage	6:30 PM Tim Howe	6:30 Tim Howe	10:30 PM	10:45 PM	11:00 PM	NO Button or Cover Required ID for Alcohol, Family friendly
1500	Friday, July 11, 2025	2:30 PM	3:30 PM	6:30 PM	Lions Beer Garden Pre-Cruise Rock N' Roll Show	Bootleg Band Classic Rock 3:30 PM Main Stage	Band / 3:30 - 6:30 PM Cruise / 6:30 - 8:00 PM				NO Button or Cover Required ID for Alcohol, Family friendly
1000	Friday, July 11, 2025		6:30 PM	11:00 PM	Crusie Night @ The Lions Beer Garden	SOB's North Stage 8:00 PM	8:00 PM - 11:00 PM	11:30 PM	11:30 PM	12:00 AM	NO Button or Cover Required ID for Alcohol, Family friendly
3000	Friday, July 11, 2025		6:30 PM	11:30 PM	Crusie Night @ The Lions Beer Garden	Cory Farley Main Stage 8:30 PM	Band 8:30 - 11:00 PM	11:30 PM	12:00 AM	12:00 AM	NO Button or Cover Required ID for Alcohol, Family friendly
1500	Saturday, July 12, 2025	12:00 PM	1:00 PM	5:00 PM	Lions Craft Brew Review	S.O.B's 1:00 pm Main Stage	Band: 1:00 - 4:00 PM				NO Button or Cover Required ID for Alcohol, Family friendly
2000	Saturday, July 12, 2025		5:00 PM	11:30 PM	South Tent Parade Night @ The Lions Beer Garden	McKinley James 7:00 PM Main Stage Not Quite Brothers 9:00 PM Main Stage	Parade 5:00-7:00 PM Band 7:00 PM Band 9:00 PM	11:45 PM	11:59 PM	12:00 AM	NO Button or Cover Required ID for Alcohol, Family friendly
750	Saturday, July 12, 2025		5:00 PM	11:00 PM	North Bar Parade Night @ The Lions Beer Garden	Los Rebeldes Tex-Mex & Tejano Music North Stage 7:30 PM	Parade 5:00-7:00 PM Band 7:30 - 10:30 PM	10:30 PM	11:00 PM	11:00 PM	NO Button or Cover Required ID for Alcohol, Family friendly
20,400	Total Attendance										

MUST PROVIDE ID and HAVE WRISTBAND for ALCOHOL CONSUMPTION
COOLERS NOT ALLOWED
NO ALCOHOL CARRY-IN's ALLOWED
NO ANIMALS/PETS ALLOWED, EXCEPTION: SERVICE DOGS,
21+ Fri and Sat Nights after 9:30pm





North Center
Air Center



Date: 6/16/2025

Resolution Approving Charitable Gambling Lakeville Lions

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving Lakeville Lions to conduct off-site gambling at the Lakeville Area Arts Center for Pan-O-Prog.

Overview

The Lakeville Lions have applied to the State of Minnesota Gambling Control Board to conduct pull-tabs at the Lakeville Area Arts Center, 20965 Holyoke Avenue, from July 10 to July 12, 2025. The application requires a resolution of approval by the City Council.

Lakeville Lions is a qualified organization that meets all city and state requirements for lawful gambling.

Supporting Information

None

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 APPROVING CHARITABLE GAMBLING LAKEVILLE LIONS

WHEREAS, the City of Lakeville received an application from the Lakeville Lions to conduct off-site gambling at the Lakeville Area Arts Center for the Pan-O-Prog and

WHEREAS, the Lakeville Lions is a qualified organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Lakeville Lions to conduct off-site gambling on July 10 - July 12, 2025, at the Lakeville Area Arts Center, 20965 Holyoke Avenue, for Pan-O-Prog.

DATED this 16th day of June 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 6/16/2025

**Approval of Professional Services Agreement with TKDA for Cedar Avenue Corridor
Land Use and Market Analysis**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Professional Services Agreement with TKDA to prepare the Cedar Avenue Corridor Land Use and Market Analysis

Overview

On May 15, 2025 city staff prepared a request for proposal for the Cedar Avenue Corridor Land Use and Market Analysis study and received three proposals. After review and scoring of the proposals, TKDA was selected to best meet the needs of the city. TKDA has extensive experience working on similar projects in comparable-sized communities to Lakeville. Cost of the study is \$30,000 which will be partially funded with 2025 CDBG funds.

Supporting Information

1. Cedar Ave Corridor Study RFP
2. PROFESSIONAL_SERVICES_AGREEMENT_Cedar Avenue Study final
3. TKDA_Cedar Avenue Proposal

Financial Impact: \$30,000 Budgeted: No Source: CDBG Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director

Request for Proposals (RFP)

Cedar Avenue Corridor Land Use and Market Analysis

City of Lakeville, Minnesota

Client

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RFP Submission Deadline

June 4, 2025, by 4:30 p.m.

Project Completion Deadline

It is anticipated that a consulting contract will be awarded by the City and executed for work to commence on or before June 16, 2025, with work to be completed on or before October 15, 2025

Background

The City of Lakeville is a rapidly growing third-ring suburb in Dakota County, Minnesota, with a current population of approximately 76,243. Over the past decade, Lakeville has consistently ranked as the fastest-growing city in the Twin Cities metro area, with substantial commercial and industrial expansion. The city supports over 1,600 businesses and provides over 21,000 jobs. Known for its vibrant historic downtown, extensive park and trail systems, and year-round sports and recreation facilities, Lakeville is committed to strategic and sustainable development.

The 2040 Comprehensive Plan identified the Cedar Avenue Corridor as a special planning area, aligning land use strategies with the Red Line Bus Rapid Transit (BRT) plan. It proposed five transit station areas to accommodate the extension of the Red Line through Lakeville. The 2040 Comprehensive Plan also proposed increased residential density, including a minimum of 8 units per acre within the Cedar Corridor, and 20–40 units per acre within a ½ mile radius of five proposed transit stations. However, with the Red Line BRT no longer part of the Imagine 2050 Transportation Policy Plan, the City now seeks to reassess market conditions and land use potential along the corridor to inform the upcoming 2050 Comprehensive Plan.

The defined study area will focus on the segment of the Cedar Avenue Corridor between 185th Street and 200th Street (see attached map).

City Council has allocated funding for this project, including some Community Development Block Grant (CDBG) resources. The project budget is estimated at \$30,000. The goal is to evaluate the current market landscape, identify realistic land use opportunities, and develop a plan that will guide future development and investment.

Purpose of the Study

The City of Lakeville is seeking proposals from qualified consultants to conduct a market and land use analysis of the Cedar Avenue Corridor. The outcome will help update land use designations and guide future development in the absence of planned transit service. The study may also result in a small area plan that supports the City's broader 2050 planning efforts.

Scope of Services

At a minimum, the selected consultant will be expected to:

1. Market Analysis – Assess the current and projected demand for residential, commercial, and mixed-use development in the study area.
2. Growth Projections – Provide estimates for future residential (by type), commercial, and mixed-use development.
3. Land Use Recommendations & Create a Small Area Plan – Develop a land use strategy based on market analysis.
4. Identify Parks, Green Space, and Trail Connectivity – Evaluate green space and connectivity needs.
5. Development Impacts – Forecast impacts of land use changes (e.g., households, population, school enrollment).
6. Emerging Market Trends – Identify trends beneficial to the corridor.
7. Access Management – Develop strategy for access Cedar Avenue in coordination with Dakota County.
8. Small Area Plan Report – Final report outlining the findings from the study.

Engagement Expectations

- Participate in a kick-off project meeting and site visit with City Staff
- Facilitate at least one public engagement session with key stakeholders and property owners to share market analysis
- Facilitate meeting with Dakota County
- Optional – developer engagement session (please budget as alternative)
- Present findings to a joint session of the Planning Commission and City Council
- Deliver a final report incorporating feedback and presentation to the Planning Commission

Reference Documents

Relevant planning materials include:

- 2040 Comprehensive Land Use Plan
- 2023 Envision Lakeville
- Comprehensive Transportation Plan
- Comprehensive Sewer Plan

- Zoning Map
(Available at <https://www.lakevillemn.gov>)
- Dakota County 2040 Transportation Plan
- City utility plans (sewer/water)

Proposal Submission Requirements

1. Letter of Transmittal – Firm name, contact info, RFP acknowledgment, signature.
2. Qualifications & Experience – Relevant projects (5) and references
3. Key Personnel – Project team and résumés.
4. Work Plan & Budget – Methodology, timeline, budget.
5. Conflict of Interest Disclosure – Identify any potential conflicts.

Proposal Evaluation Criteria

Proposals will be evaluated by criteria including, but not necessarily limited to the following:

- Firm Experience
- Team Qualifications
- Approach and Understanding
- Cost and Value
- Other Considerations

Federal Funds

This project is being funded in part with federal Community Development Block Grant funds through the U.S. Department of Housing and Urban Development. The Firm selected through this RFP will enter into a contract with the CDA and must agree to federal funding provisions as attached in Exhibit A.

Submission Deadline and Contact Information

Submit proposals by June 4, 2025 – 4:30 PM electronically

To:

Tina Goodroad, AICP
Community Development Director
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044
Email: tgoodroad@lakevillemn.gov
Phone: 952-985-4421

Questions about the RFP can be sent to Tina Goodroad



City of Lakeville - Cedar Avenue RFP

2040 Land Use

- Rural Density Residential (1.0 unit per 10 acres)
- Low Density Residential (0.1 to 3.0 units per acre)
- Low/Medium Density Residential (4.0 to 5.0 units per acre)
- Medium Density Residential (4.0 to 7.0 units per acre)
- Medium/High Density Residential (5.0 to 9.0 units per acre)
- High Density Residential (9.0 to 26.0 units per acre)
- Manufactured Housing (4.0 to 7.0 units per acre)
- Office/Residential Transition (9.0 to 26.0 units per acre)
- Corridor Mixed Use (26.0 to 45.0 units per acre)
- Commercial
- Office Park
- Warehouse/Light Industrial
- Airport
- Industrial
- Public and Quasi-Public
- Parks
- Restricted Development
- Water
- Cedar Corridor

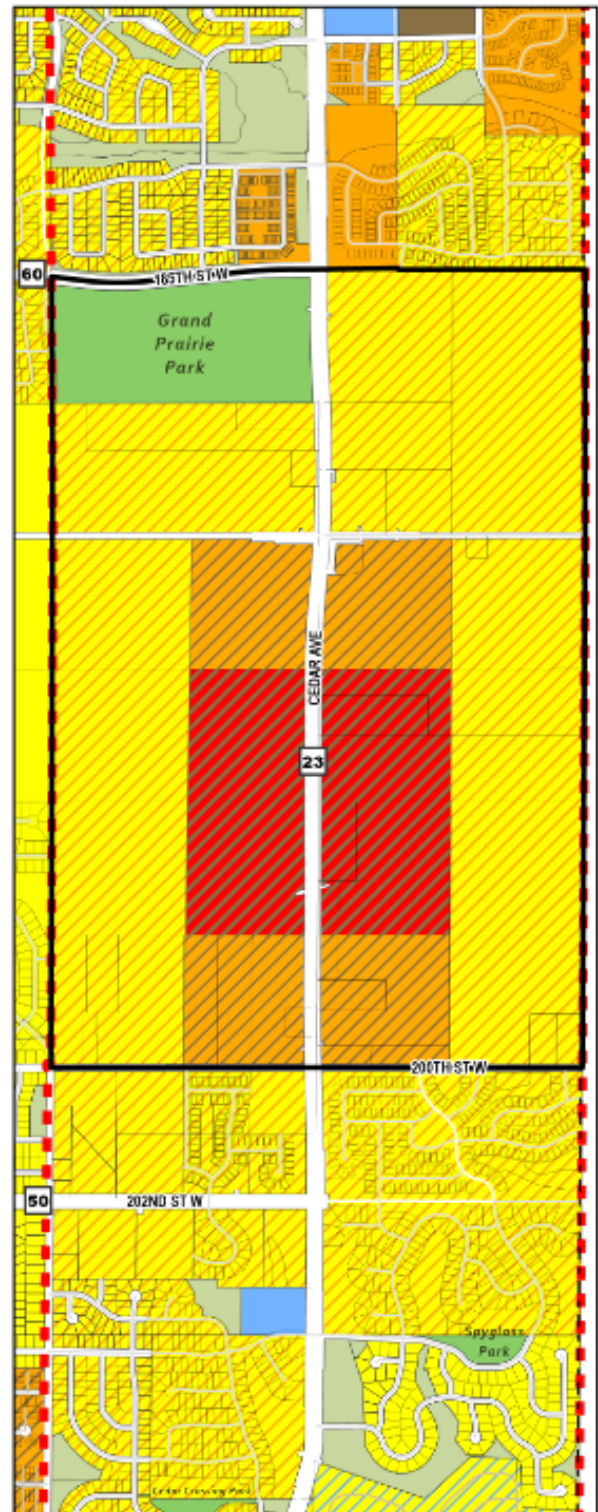
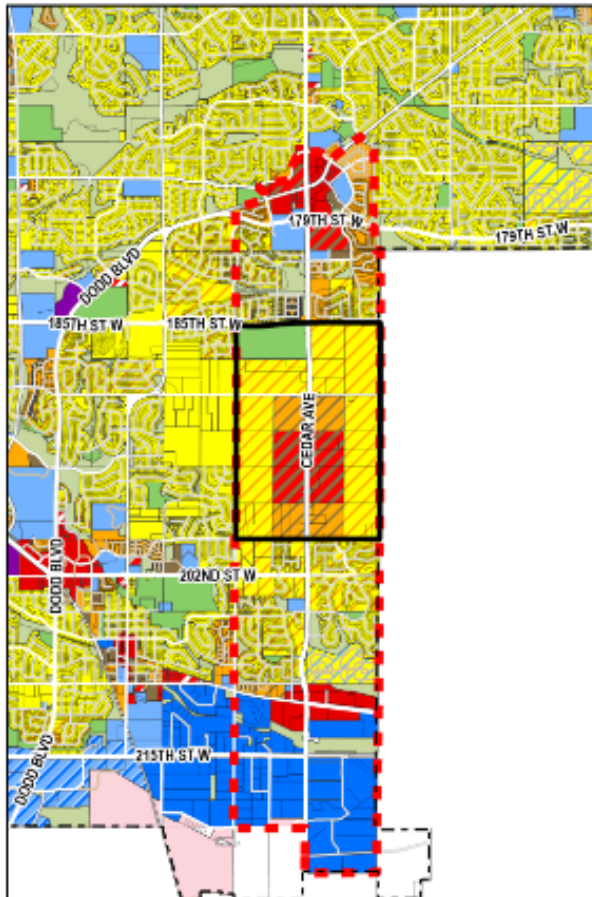


EXHIBIT A

PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

I. SPECIAL EQUAL OPPORTUNITY PROVISIONS

Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate the foregoing requirements in all subcontracts.

Executive Order 11245

(Applicable to Federally assisted contracts and related subcontracts of \$10,000 and over)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- F. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

- 1. The Offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women / Minority Participation		5% Overall
Timetables:		N/A

- 3. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.
- 4. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41- CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 5. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

6. As used in this Notice, and in the contract resulting from this solicitation, the "Covered Area" is Dakota County, Minnesota.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

"Covered area" means the geographical area described in the solicitation from which this contract resulted.

"Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

"Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

"Minority" includes:

- Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
- Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
- Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
- American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (G)(1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female employees the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - C. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - D. Provide immediate notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - E. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (G)(2) above.
 - F. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - G. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - H. Disseminate the contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news media, and providing written notification to and

discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youths both on the site and in other areas of a Contractor's work force.
 - K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - M. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - N. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - P. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [(G)(1) through (16)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations as enumerated above provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (G) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities

1. The Contractor or Subcontractor will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Section 503 Handicapped

(Applicable to Federally assisted contracts and related subcontracts if \$ 2,500 or over)

1. Affirmative Action for Handicapped Workers
 - A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$ 2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 402 Veterans of the Vietnam Era

(Applicable to Federally assisted contracts and related subcontracts of \$10,000 or over)

1. Affirmative Action for Disabled for Disabled Veterans and Veterans of the Vietnam Era

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals for veterans and non-veterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

- D. The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of the State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- E. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The provision of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- H. As used in this clause:
- (1) "All suitable employment openings" includes, but is not limited to openings which occur in the following job categories: Production and non-production; plan and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive administrative, and professional openings that are compensated on a salary basis of less than \$ 25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be in the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the areas where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

- I. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- J. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- K. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.
- L. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- M. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$ 10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 109 of the Housing and Community Development Act of 1974.

- 1. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- 1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- 2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take

appropriate action pursuant to the subcontract upon a finding that the subcontractor is in a violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

II. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

1. During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
2. In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish the following to the owner:
 - A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
 - D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

III. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

(Updated July 1, 2023 by Dakota County Attorney's Office)

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 16th day of June, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **TOLTZ, KING, DUVAL, ANDERSON AND ASSOCIATES, INCORPORATED dba TKDA**, a Minnesota corporation ("Consultant").

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

1. SCOPE OF SERVICES. The City retains Consultant to furnish services set forth in the Contract Documents by providing a strategic planning services as more fully detailed in the City's Request for Proposal dated May 2025 attached as Exhibit "A", and in Consultant's Proposal dated June 4, 2025, attached as Exhibit "B". The Consultant agrees to perform the services diligently and completely and in accordance with professional standards of conduct and performance.

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

- A. This Professional Services Agreement.
- B. City's Request for Proposal dated May 2025.
- C. Consultant's Proposal dated June 4, 2025.
- D. Federal Standard Assurances & Provisions of Federally Funded Contracts

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with the document listed first having the first priority and the document listed last having the last priority.

3. TERM/COMPLETION DATE. Consultant's services shall commence immediately upon receipt of written notice to proceed from the City. Work will occur in accordance with the Contract Documents and Consultant will cooperatively work in coordination with the City's Project Management Team. Consultant shall complete Work by October 15, 2025.

4. COMPENSATION. The City shall pay Consultant for the Work in a not to exceed amount of \$30,000, inclusive of all reimbursables, expenses, taxes and other charges. Consultant shall request payment for services upon final completion of the work identified in the Proposal. The City shall make payment to Consultant within thirty-five (35) days of receipt of an invoice.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

6. OWNERSHIP. Upon payment of all amounts due and owing, all reports, plans, models, software, diagrams, analyses, and information generated in connection with performance

of this Agreement (the “Deliverables”) shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner. To the extent the Deliverables consist of instruments of professional service, the City acknowledges that such Deliverables are intended for a specific purpose. Reuse or modification of any such Deliverables by or on behalf of the City, without Consultant’s written permission, shall be at the City’s sole risk, and the City agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys’ fees, arising out of such reuse or

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

8. STANDARD OF CARE. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and/or omissions on the part of Consultant without additional compensation.

9. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent or otherwise wrongful acts, errors or omissions of Consultant or those for whom Consultant may be legally liable in the execution or performance of the work or services provided by Consultant herein.

10. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker’s Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability policy and umbrella policy.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate.

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall

provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

11. INDEPENDENT CONTRACTOR. The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant'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.

12. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred and no/100ths (\$100.00) Dollars or more is Ten and no/100ths (\$10.00) Dollars.

13. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

14. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant 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 Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', 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.

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

16. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Consultant desires to make use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant 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 City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City 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 services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

17. RECORDS. Consultant shall maintain complete and accurate records of expenses involved in the performance of services.

18. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

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

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

21. NOTICES. All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

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

CONSULTANT: TKDA
3311 E Old Shakopee Road, Suite 300
Bloomington, MN 55425

Either party may change the designated recipient of notice by so notifying the other party in writing.

22. NONDISCRIMINATION. All Contractors and subcontractors employed shall

comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

23. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: _____, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Dated: _____, 2024.

**CONSULTANT:
TOLTZ, KING, DUVAL, ANDERSON AND
ASSOCIATES, INCORPORATED dba TKDA**

By: _____

Print Name: _____

Its _____ [title]

EXHIBIT “A”

[Insert City of Lakeville’s RFP]

EXHIBIT “B”

[Insert TKDA Proposal]

Proposal to Provide

CEDAR AVENUE CORRIDOR LAND USE AND MARKET ANALYSIS

SUBMITTED TO CITY OF LAKEVILLE - JUNE 4, 2025

Samantha McKinney, PLA, AICP Project Manager
samantha.mckinney@tkda.com | 651.292.4576

3311 E Old Shakopee Road, Suite 300, Bloomington, MN 55425

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June 4, 2025

Tina Goodroad
AICP Community Development Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Proposal to Provide Cedar Avenue Corridor Land Use and Market Analysis

Dear Ms. Goodroad and Members of the Selection Committee,

TKDA, in collaboration with TC2 and LOCi, offers this proposal to develop the Cedar Avenue Corridor Land Use and Market Analysis for the City of Lakeville. This partnership will provide the City a team with decades of experience delivering high-quality and creative planning projects across the region. Our multi-disciplinary team brings well-rounded planning professionals with expertise in land use, transportation, design, and market analysis.

Project Manager Samantha (Sam) McKinney, PLA, AICP will lead this project and provide a single point of contact. Sam is a creative Planner and Landscape Architect who is uniquely qualified to lead the team through the required tasks. She is a people person and a strong communicator, passionate about engagement and project communication. Samantha will serve as a valuable leader for our team.

All team members have been handpicked for having a passion for planning and connecting with the communities we work in. Steph Falkers, from TC2, brings a deep bench of land use planning experience. Grant Martin, founder of LOCi, is joining us as an industry leader in market analysis work. Finally, Doug Fischer, PE, will bring nearly three decades worth of experience in the public sector. Doug will work with the team to coordinate with Dakota County, rounding out our team's expertise. Our firms are committed to approaching this project together, providing the City with the full resources of each firm.

We are eager for the opportunity to work with the City of Lakeville and continue our relationship while delivering the highest-quality deliverables. If you have any questions, contact Sam at 651.292.4576 or samantha.mckinney@tkda.com. If this proposal is acceptable, please issue a mutually agreeable contract for our review and execution. We acknowledge no addenda have been released for this request for proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Sam McKinney'.

Samantha McKinney, PLA, AICP
Project Manager

A handwritten signature in blue ink that reads 'Matthew J. Christensen'.

Matt Christensen, PE, SE
Vice President, Surface Transportation



FIRM OVERVIEW

Established in 1910, TKDA is more than 100 years strong with a tradition of trusted relationships, sustainable solutions, and is focused on the future.

We are a comprehensive, single-source firm offering effective design solutions across the transportation, industrial and manufacturing, buildings and sites, and water markets. We dig deep into each client's core priorities, allocating professionals from various disciplines at every project stage. This proactive approach keeps the client's timeline, scope, and budget in mind, ensuring the delivery of outstanding outcomes.

427
STAFF

6
OFFICES

115
YEARS OF
SERVICE

100%
EMPLOYEE
OWNED

Business History and Background

Founded by Maximillian Toltz in 1910 in Saint Paul, we continue to serve public and private sector clients. The longevity of our client relationships is a testament to our commitment to listening to our client's priorities and providing solutions and advice that delivers on our client's needs.

TKDA has been providing engineering services to government clients since our founding. Engineering is a core function of our business, and we provide the full range of engineering services including general Township/City engineering, public meetings, reports, permitting, managing regulatory requirements, grant applications, capital planning, and project management.

Today, TKDA is 100% employee owned through an Employee Stock Ownership Plan (ESOP) that was established in 2000. As an ESOP, our mission statement is to provide sustainable design services that build upon our tradition of providing trusted solutions and creating value for our clients, communities, and employees since 1910.



Core Values

Trust | Integrity | Inclusion | Excellence



Office Locations

Bloomington | Duluth | Milwaukee | Chicago |
San Bernardino | Seattle

OUR MARKETS

TRANSPORTATION

- Aviation
- Rail
- Surface Transportation
- Planning

BUILDING AND SITES

- Education and Campus
- Civic, Parks, and Recreation
- Public Works
- Transportation Facilities

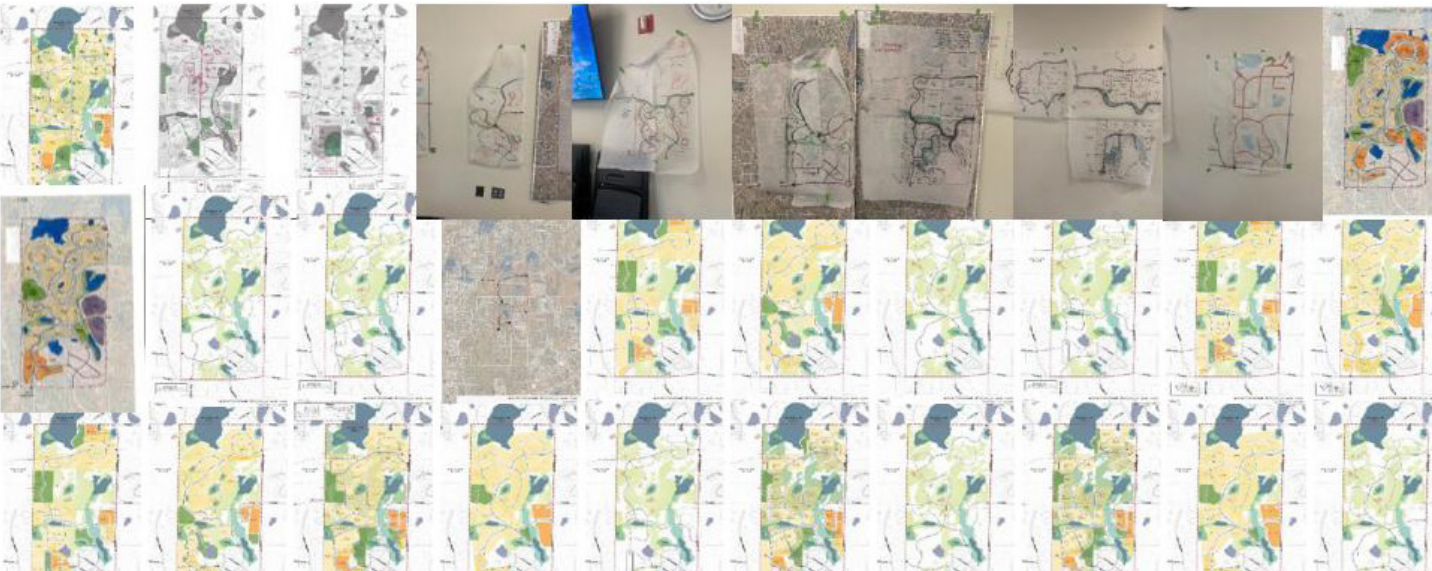
WATER

- Water
- Wastewater
- Surface Water

INDUSTRIAL AND MANUFACTURING

- Agriculture, Food, and Beverage
- Industrial and Process
- Manufacturing
- Energy
- Mining

RELEVANT PROJECTS



IGH 65th Street Small Area Plan
CITY OF INVER GROVE HEIGHTS (IGH), MN

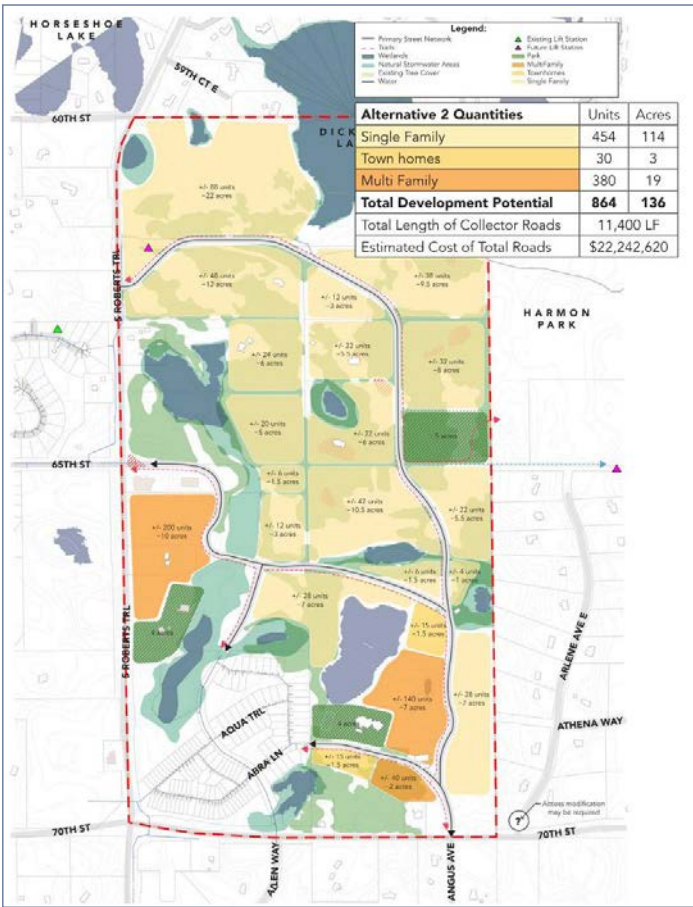
Relevant Project Experience: TKDA

The City of Inver Grove Heights looked to provide a vision for development in an ecologically-sensitive area of the community. The project area was adjacent to a regional park, with rolling terrain and wetlands. TKDA and Michael Lamb Consulting worked with the City to develop a vision for the development and infrastructure in the project area.

The 65th Street Small Area Plan was finalized in April 2024 and addresses land use and transportation alternatives in the Northwest Area. The plan focuses on the extension of 65th Street, currently a collector street, to enhance connectivity and support future development that responds thoughtfully to natural environment.

The goals of the study included assessing development densities, impacts on municipal water and sewer services, financial implications, and the integration of green spaces. The project followed a four-phase process: background analysis, public engagement, alternatives development, and final report development. Our team facilitated a developer forum and design charrette and utilized a collaborative planning process.

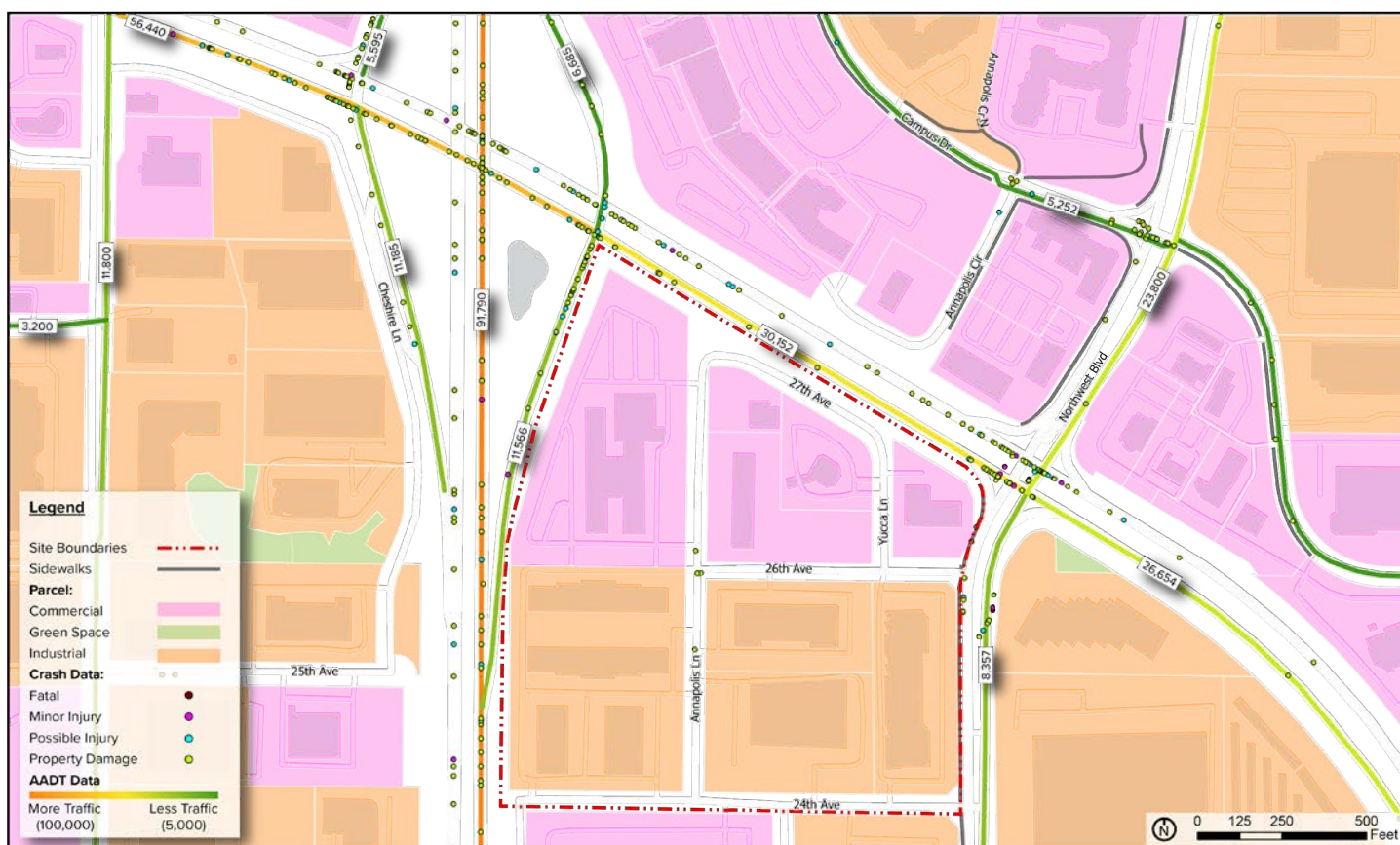
Alternatives developed focused on optimizing land use, connection to existing utilities, opportunities to lower infrastructure costs, and development patterns that celebrate the natural features of the site.



TKDA PROJECT REFERENCE

Kris Wilson, City Administrator - City of Inver Grove Heights
kwilson@ighmn.gov | 651.450.2511

Click or scan the QR code using the camera app on your phone to visit the project website.



494/55 Small Area Plan

CITY OF PLYMOUTH, MN

Relevant Project Experience: TKDA

TKDA is working with the City of Plymouth to develop a vision for the southeast quadrant at Hwy 494 and Hwy 55 within the City. This initiative aims to strategically guide future development, land use, transportation, and community amenities in this key area. The plan will develop a vision for redevelopment in the project area.

The project was initiated after the City purchased a portion of the property within study boundary. Additionally, the City has recently received development inquiries for adjacent properties. This Small Area Plan will look to leverage the properties together to achieve the City's goals.

Specific goals and objectives of the project include:

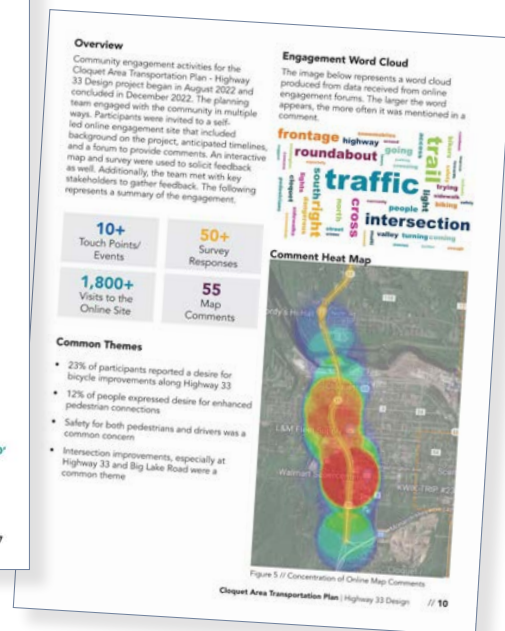
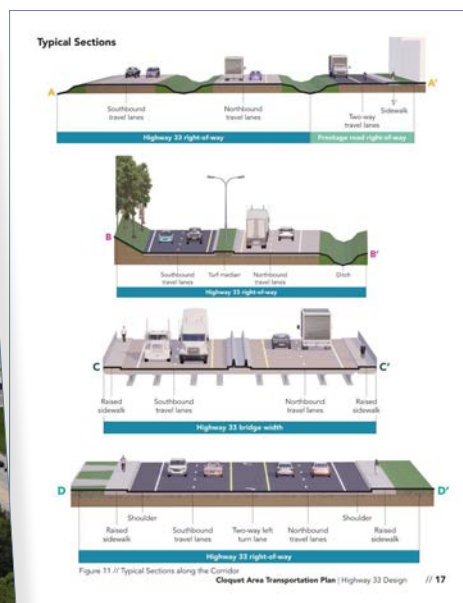
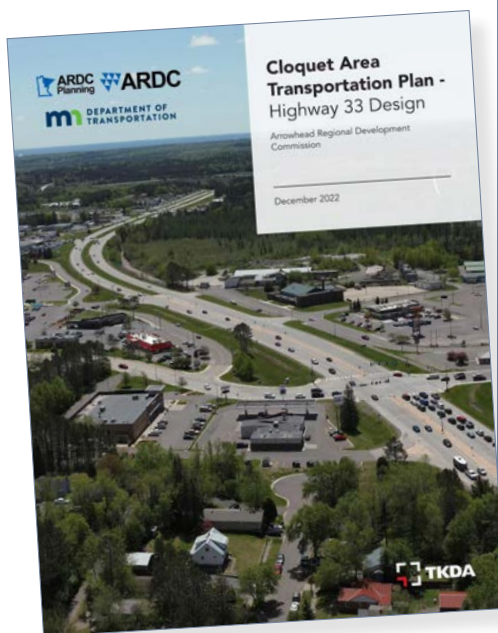
- Develop a vision for redevelopment in the project area.
- Identify opportunities to improve safety and mobility, including evaluation of a potential grade separated pedestrian crossing.
- Quantify traffic impacts.
- Align recommendations with the long-term goals of the City.
- Align recommendations with project stakeholders.

TKDA has completed the initial round of stakeholder engagement and is facilitating a visioning workshop with the City Council. The plan will be utilized to provide a City-supported vision to developers.

TKDA PROJECT REFERENCE

Grant Fernelius, Community & Economic Development Coordinator - City of Plymouth

gfernelius@plymouthmn.gov | 763.509.5401



Cloquet Transportation Plan

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION (ARDC), CLOQUET, MN

Relevant Project Experience: TKDA

The Cloquet Area Transportation Plan focuses on pedestrian, bicycle, and aesthetic improvements along Highway 33 through Cloquet, Minnesota. This planning process, initiated by the ARDC and MnDOT in July 2022, aimed to enhance safety and access for all users. The project emphasized community engagement and stakeholder involvement to gather input and draft recommendations. ARDC worked with TKDA to assist in corridor redesign. Stakeholders and public surveys informed the draft designs, which were reviewed and consolidated into the final plan.

Goals included:

- Enhance safety for all users
- Improve access to community assets
- Minimize barriers for non-motorized users
- Maintain long-term stakeholder goals

Recommendations were divided into four sections, each with unique characteristics and land use. Improvements included a new network of off street trails, intersection improvements, and better multimodal connections to key community destinations. During the planning process, over 1,800 visits were made to the online engagement site. Numerous comments and survey responses focused on bicycle and pedestrian improvements and safety concerns.

The report includes detailed traffic and safety data for key intersections, highlighting existing conditions and proposed improvements to enhance flow and reduce accidents.

TKDA PROJECT REFERENCE

Beverly Sidlo-Tolliver, Principal Planner - Arrowhead Regional Development Commission

bsidlotolliver@ardc.org | 218-529-7536



Arrive + Thrive Gateway Plans CITY OF ST. LOUIS PARK, MN

Relevant Project Experience: Stephanie Falkers (while employed by SRF)

Goal: The Arrive + Thrive Gateway Planning Process was a comprehensive, community-driven planning effort aimed at shaping the future of four key gateway areas near the METRO Green Line light rail stations at Louisiana Avenue, Wooddale Avenue, Beltline Boulevard, and West Excelsior Boulevard.

The Arrive + Thrive project sought to enhance land use and redevelopment opportunities, improve mobility and access through roadway, trail, and sidewalk enhancements, and strengthen parks and natural systems to ensure environmental sustainability and better public access. The planning process incorporated multiple engagement phases, including community surveys, pop-up events, and business meetings. These allowed residents and stakeholders to contribute ideas and influence policy updates, infrastructure investments, and zoning changes.

Key outcomes of the initiative include defined future land use strategies, proposed transportation improvements to enhance safety and connectivity, and identified new parks and open spaces alongside stormwater infrastructure enhancements.



As the project nears completion, the City is finalizing implementation actions based on community feedback to ensure a well-integrated and accessible environment for all.

Stephanie Falkers served as the project manager for the Arrive + Thrive process with a previous employer. In this role she led the planning process, collaborating with city staff, the community advisory committee, and the community to explore outcomes in the four gateway areas. Stephanie led the examination of existing conditions, planning analysis, and development of the small area plans and implementation plans.

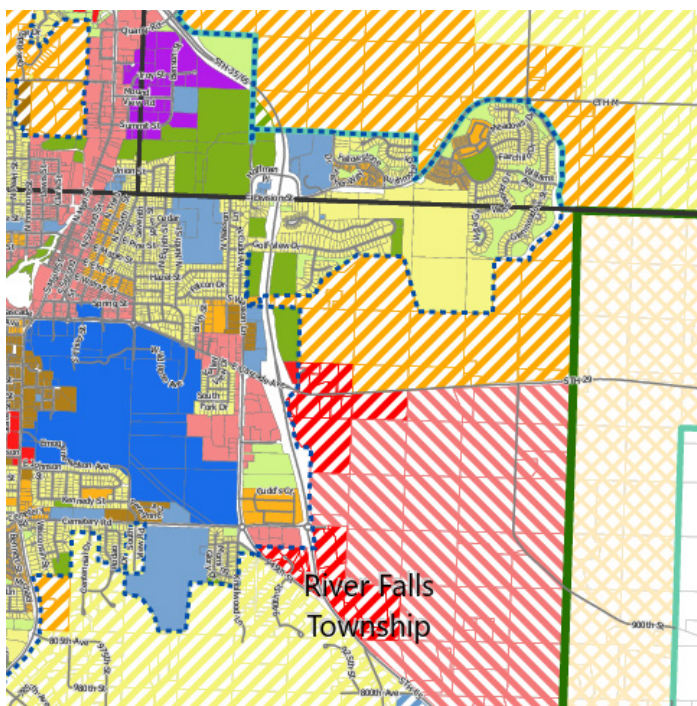
STEPHANIE FALKERS PROJECT REFERENCE

Laura Chamberlain, Senior Planner - City of St. Louis Park
chamberlain@stlouisparkmn.gov | 952.924.2573



Click or scan the QR code using the camera app on your phone to visit the project website.

2. QUALIFICATIONS & EXPERIENCE



Focus River Falls Comprehensive Plan CITY OF RIVER FALLS, WI

Relevant Project Experience: Stephanie Falkers (while employed by SRF)

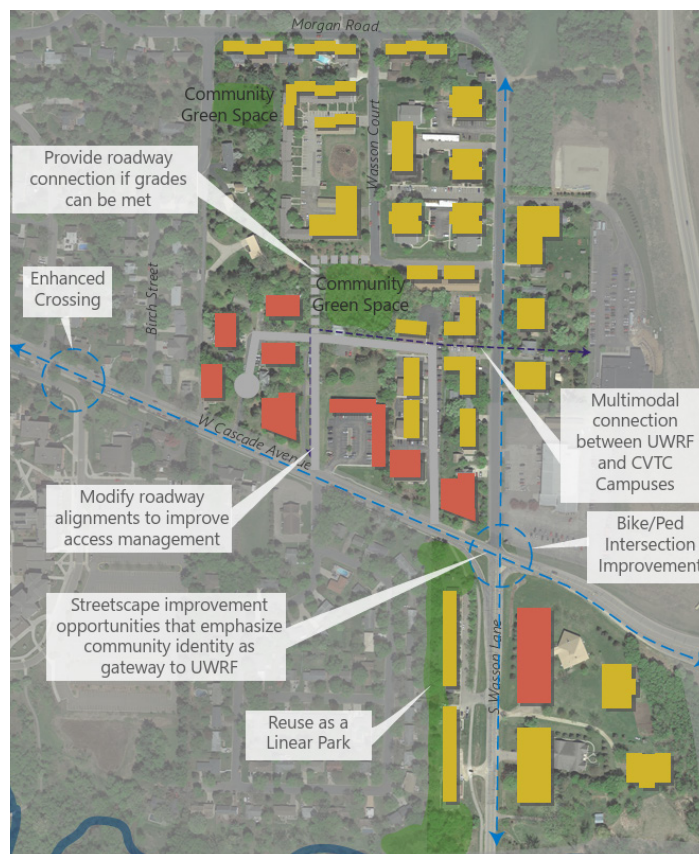
Goal: Collaborate with the River Falls community and stakeholders to establish a 20-year vision for the community to inform future land use, development, transportation, and parks and recreation decisions. The Focus River Falls process included the development of a Comprehensive Plan, Parks and Recreation Plan, and Bicycle and Pedestrian Plan.

The River Falls Comprehensive Plan serves as a long-term blueprint for guiding development and land use decisions in the city over the next two decades. The plan emphasizes sustainable growth, environmental stewardship, and community engagement, ensuring that River Falls maintains its rural character while accommodating future development. The plan identified a growth management strategy that supported infill and redevelopment opportunities to strengthen opportunities within the existing community while balancing opportunities for future growth.

STEPHANIE FALKERS PROJECT REFERENCE

Amy Peterson, Community Development Director - City of River Falls

apeterson@rfcity.org | 715.426.3425



A key component of the plan is the development of the future Land Use Plan to guide development decisions. Three Focus Area Plans were also developed for key growth areas to provide additional planning guidance.

The planning process involved extensive community engagement, including public meetings, surveys, and stakeholder discussions to ensure that residents' voices were incorporated into the final vision. The plan outlines implementation strategies, including zoning updates, infrastructure investments, and policy recommendations to support sustainable growth.

Stephanie Falkers served as the project manager for the Focus River Falls process with a previous employer. In this role, she facilitated the development of each phase of the process, from existing conditions to the finalization of the plan. She also led the execution of the engagement plan, engaging local community members, stakeholders, and organizations to establish a vision for River Falls.



Click or scan the QR code using the camera app on your phone to visit the project website.



ORGANIZATIONAL CHART



Samantha McKinney, PLA, AICP
Project Manager

Doug Fischer, PE
County Engineering Liaison

MARKET ANALYSIS

Grant Martin (LOCi)
Market Analysis

TOWN PLANNING

Matt Oswald, ENV SP
Urban Planning

Stephanie Falkers (TC2)
Land Use Planning

Caitlin Andress, PE, PTOE
Traffic Engineering

ENGAGEMENT

CJ Sycks
Public Engagement



PROJECT TEAM RESUMES



Samantha (Sam) McKinney, PLA, AICP

PROJECT MANAGER

Sam is a landscape architect and planner by trade but a people person by choice and brings a unique, people-first focus to her projects. Sam is passionate for community engagement and project communication and believes it is at the core of all great plans. She has 13 years of experience working on master plans, community engagement, and planning studies across Minnesota and brings energy and enthusiasm to any project team. Sam strives to empower communities to build consensus and create innovative, data-driven solutions.

PROJECT EXPERIENCE

- 65th Street Small Area Plan, City of Inver Grove Heights, MN
- SE Waterfront Small Area Plan, City of Rochester, MN*
- Journey to 2040 (Downtown Master Plan, Comprehensive Plan, Parks, Trails, and Open Space Plan), City of Faribault, MN*
- TH 73 Corridor Study, MnDOT, D1, Chisholm, MN
- Cloquet Transportation Plan, Arrowhead Regional Development Commission, Cloquet, MN
- Carlton Transportation Plan, Arrowhead Regional Development Commission, Carlton, MN
- Chestnut Street Civic Plaza, City of Stillwater, MN
- 5th Avenue Bridge Planning Study, MnDOT D1, Duluth, MN
- Fergus Falls Vicinity Rest Area Site Selection Planning Study, MnDOT, MN
- Capital City Bikeway, City of Saint Paul, MN
- Hall Park Improvements, Minneapolis Park & Recreation Board, MN
- Farwell Park Improvements, Minneapolis Park & Recreation Board, MN

AWARDS

- Honors Award for Urban Design 2020 - ASLA-MN for Ozarks Technical Community College Master Plan*

SPEAKING ENGAGEMENTS

- CEAM Annual Conference 2018, Current and Future Trends in Visualization and 3D Design Technology
- MRPA Annual Conference 2017, Visualization Techniques: Applying Innovative Technology in the Real World
- APWA Fall Conference 2016, The Benefits of Utilizing 3D Visualizations

EDUCATION: Bachelor of Landscape Architecture, North Dakota State University

Bachelor of Environmental Design, North Dakota State University

LICENSURE: Professional Landscape Architect - MN #57344, American Institute of Certified Planners #395289

**Work completed with previous employer*



LOCi Consulting LLC has over 15 years of experience helping leading national retailers, local developers, and progressive municipalities find, analyze, and value locations that meet their critical conditions. Whether clients' critical condition is finding the right locations for market expansion, identifying key customer segments, or developing a forecasting model to assess multiple locations, LOCi will create a customized solution. LOCi has completed market feasibility studies across the country for a wide variety of commercial real estate uses, including retail, office, residential, and mixed use.



Grant Martin

MARKET ANALYSIS

Grant has over 20 years of experience conducting market research studies and providing critical recommendations for real estate uses. Grant effectively drives strategy through a combination of deep market understanding and thorough data analysis. He has presented meaningful and actionable recommendations to CEOs and CFOs, corporate real estate committees, city councils and economic development boards, and industry associations. Grant understands that clients need tailored, cost-effective methodologies that drive true value for their organizations. Grant is a member of the International Council of Shopping Centers, the ICSC North American Research Group, the Minnesota Shopping Center Association, the Minnesota Commercial Association of Realtors, and Urban Land Institute. He is a licensed real estate broker and realtor in Minnesota.

PROJECT EXPERIENCE

- Downtown Redevelopment Market Analysis, Hutchinson, MN
- Mixed-Use Market Analysis, City of Mounds View, MN
- Downtown Redevelopment Market Analysis, City of Newport, MN
- Downtown Redevelopment Market Analysis, City of Centerville, MN
- Commercial Zone Master Plan, Red Cliff Band of Lake Superior Chippewa, Red Cliff, WI
- Retail Market Analysis, Suburban Mall Redevelopment, Southfield, MI
- Comprehensive Housing Needs Analysis, Itasca County, MN
- Municipal Liquor Store Market Study, Buffalo, MN
- Economic Development Analysis, Riverview Streetcar Project, Ramsey County, MN
- Comprehensive Housing Needs Analysis, Carlton County, MN
- Market Analysis for Transit Oriented Development Station Plan, Anoka, MN
- Market Analysis for Community Health and Wellness Center, Red Cliff, WI
- Comprehensive Housing Study, Winona County, MN
- Comprehensive Housing Needs Analysis, East Range Joint Powers Board, cities of Aurora, Biwabik, Hoyt Lakes, and White Township, MN
- Comprehensive Housing Needs Analysis, Cook County/Grand Marais Joint Economic Development Authority, Grand Marais, MN
- Comprehensive Housing Needs Analysis, Winneshiek County Economic Development Authority Decorah, IA
- Financial Projections for the Relocation and Redevelopment of a Gas Station and Convenience Store, WI
- Industrial Land Use Analysis, City of Becker, MN

EDUCATION: Master of Public Policy, Hubert H. Humphrey Institute, University of Minnesota

Bachelor of Arts, Beloit College



TC2 is a transportation and community planning and engineering firm. TC2 has collectively been in the industry for over 90 years and has worked on projects across the Midwest.

Our team of experts has extensive experience in transportation and community planning, community engagement, and meeting facilitation, bicycle/pedestrian system planning, urban design development, traffic and parking analysis, vehicular and multimodal safety analysis, and project management and development.

TC2 believes that moving people with transportation is best achieved through collaboration among communities and organizations. This creates sustainable solutions to meet their needs today while also providing for future generations.



Stephanie Falkers

LAND USE PLANNING

Stephanie recently joined TC2, bringing over 15 years of experience leading a variety of community, transportation and environmental planning projects. She enjoys working closely with a community to explore goals and identify future actions and investments through collaboration with staff, residents and stakeholders. Stephanie's planning approach utilizes the exploration of big data to understand potential issues, confirming perspectives with community input, to inform the creation of strategies and solutions. She works with stakeholders and partners across a variety of projects to facilitate dozens of open houses, stakeholder meetings, and other engagement events.

PROJECT EXPERIENCE

- Missing Middle Zoning Updates, City of Richfield, MN
- ARRIVE + Thrive gateway plans, City of St. Louis Park, MN*
- Superior Zoning Ordinance Updates, City of Superior, WI*
- WITH WILLmar Comprehensive Plan, City of Willmar, MN*
- Our Worthington Comprehensive Plan, City of Worthington, MN*
- Marshall Comprehensive Plan Update, City of Marshall, MN*
- Imagine Isanti County 2045 Comprehensive Plan Update, Isanti County, MN*
- Mille Lacs County Comprehensive Land Use Plan Update, Mille Lacs County, MN*
- Grand Rapids Downtown Plan Update, City of Grand Rapids, MN*
- Focus River Falls Comprehensive Plan, Bicycle & Pedestrian Plan, and Outdoor Recreation Plan, City of River Falls, WI*
- Wayzata Boulevard Corridor Study, City of Wayzata, MN*
- Superior Comprehensive Plan, City of Superior, WI*
- GROW Grand Rapids Comprehensive Plan, City of Grand Rapids, MN*
- Wayzata Comprehensive Plan, City of Wayzata, MN*
- Norwood Young America Comprehensive Plan, Norwood Young America, MN*
- Rogers Comprehensive Plan, City of Rogers, MN*
- Washington County Comprehensive Plan, Washington County, MN*
- Oconomowoc Comprehensive Plan, City of Oconomowoc, WI*
- University Avenue Corridor Plan, City of Middleton, WI*
- City of Fargo Growth Area Master Planning, City of Fargo, ND*

**Work completed with previous employer*

EDUCATION: Bachelor of Landscape Architecture, North Dakota State University
Bachelor of Science in Environmental Design, North Dakota State University



Matt Oswald, ENV SP **URBAN PLANNER**

Matt has experience on numerous projects across Minnesota, and is skilled in data collection and management, site analysis, engagement analysis, and site design development. Matt's proficiency in Adobe Suite, GIS, and AutoCAD enhances his ability to deliver high-quality planning solutions. His degree in landscape architecture combined with his experience and passion for planning allows him to approach projects with a comprehensive perspective, integrating aesthetic considerations with practical planning strategies to create sustainable and impactful designs.

PROJECT EXPERIENCE:

- 494/55 Small Area Plan, City of Plymouth, Plymouth, MN
- MnDOT D1 - TH 73 Corridor Study, Minnesota Department of Transportation, Chisholm, MN
- Carlton Transportation Plan, ARDC, Carlton, MN
- Metro Ped Bridge Shelf Ready, Isthmus, Twin Cities Area, MN
- Saint Paul Jackson Street Reconstruction, City of Saint Paul, MN
- MnDOT D8 - Preliminary Design SP 3412-76, Minnesota Department of Transportation, Willmar, MN

EDUCATION: Bachelor of Fine Arts in Landscape Design, University of Minnesota



CJ Sycks **PUBLIC ENGAGEMENT**

CJ brings three years of planning experience in community engagement, transportation planning, and land use planning. CJ's experience includes developing and analyzing surveys, developing engagement materials, facilitating focus groups and open houses with project stakeholders, updating land use ordinances, and presenting at planning commission, city council, and town board meetings. CJ is passionate about creating digitally accessible engagement materials and is working to obtain an Accessible Document Specialist (ADS) certification.

PROJECT EXPERIENCE:

- 65th Street Small Area Plan, Inver Grove Heights, MN
- Fergus Falls Vicinity Rest Area Site Selection, MnDOT, MN
- Planning and Development Services, Stillwater Township, MN
- 44th Avenue NE Bridge Rehabilitation and Road Construction, Anoka County, MN
- Jackson Street Reconstruction, Ramsey County, Saint Paul, MN
- Lead Service Line Inventory in White Bear Township, Minnesota Department of Health

EDUCATION: Bachelor of Science in Environmental Planning, University of Wisconsin-River Falls



Caitlin Andress, PE, PTOE

TRAFFIC ENGINEERING

Caitlin designs signing, pavement marking, traffic signal, and traffic control plans with eight years of experience, as well as developing transportation management plans (TMPs) and writing special provisions. Caitlin develops and oversees traffic studies, including corridor studies, intersection control evaluations, traffic impact studies, and other safety and operations analyses.

PROJECT EXPERIENCE:

- TH 73 Corridor Study, MnDOT D1, Chisholm, MN
- TH 61 Superior Street & Congdon Boulevard ICE, MnDOT D1, Duluth, MN
- CR 44 from Highway 10 to CSAH 1, Sherburne County, MN
- LS 38 MP 196.6 Bridge Replacement, BNSF Railway, Bismark/Mandan, ND

EDUCATION: Bachelor of Science in Civil Engineering, University of Minnesota

LICENSURE: Professional Engineer - MN #58936, Professional Traffic Operations Engineer - #5454



Doug Fischer, PE

COUNTY ENGINEERING LIAISON

Doug Fischer is Program Director, Government Markets for TKDA. He has 39 years of experience working on highway, bridge, street, drainage, and utility projects. From planning, preliminary engineering, environmental review, final design, funding, construction, and construction administration, Doug's vast experience and knowledge is invaluable in assisting clients with the delivery of projects. Doug's previous work in the public sector brings an in-depth understanding of client's needs and pressures that accompany many projects and provides real-world working solutions navigating through complex legal, regulatory, and political situations to accomplish project goals.

Prior to joining TKDA, Doug was appointed by the Anoka County Board of Commissioners to lead the Transportation Division comprising of five departments/units: Highway Department, Transit Unit, Fleet Services Department, County Surveyor's Office, and the Geographic Information Services (GIS) Unit. Other areas of responsibility included highway facilities, county ditch system, railroads, airports, pipelines, and transmission lines. Doug was also responsible for the review and approval of plats and site developments along the county highway system. This review ensured that the new development would not create an immediate or future deficiency with regards to right-of-way, access spacing, construction requirements and drainage. In many situations, there was an opportunity to partner with the developer/local unit of government to address both site and highway issues.

PROJECT EXPERIENCE:

- CSAH 38 Roadway and Trail Construction, Washington County, Newport, MN
- CR 44 Reconstruction from TH 10 to CSAH 1, Sherburne County, Elk River, MN

GRANT MANAGEMENT EXPERIENCE:

- Minnesota Highway Freight Program (MHFP), City of Coon Rapids, MN - \$10,800,000
- Metropolitan Council 2024 Regional Solicitation for Federal Funding, City of Minneapolis, MN - \$4,850,000
- Highway Safety Improvement Program (HSIP), City of Blaine, MN - \$1,530,000

EDUCATION: Bachelor of Science in Civil Engineering, Iowa State University

LICENSURE: Professional Engineer - MN #20235

APPROACH AND METHODOLOGY

Project Goal: Support the City of Lakeville in the creation of land use guidance to support development along Cedar Avenue that aligns with current market conditions and provides policy guidance to align with the community's long-range goals.

The following approach outlines a planning process to achieve the defined goals and align with our understanding of the study purpose and scope as defined in the RFP. Our approach utilizes community and stakeholder engagement and technical analysis to define a small area plan for Cedar Avenue. A general four-step process, as illustrated in the graphic below, will lead the technical analysis and policy development for the small area plan.

Engagement activities will share updates and gather input to inform each step of the process. Collaboration with the community and stakeholders throughout the process will yield more opportunity for community change and consensus while strengthening relationships and understanding of the planning process.

Our team will explore answers to the following questions:

- How do the current market conditions influence the development potential in the project area? What is the right mix of land use categories to support the development potential?
- How do people move to and through the project area? How does this change over time?
- How does the outcome of this study align with the City's 2040 Comprehensive Plan and the upcoming 2050 update?

The following outlines the five phase process to execute the Cedar Avenue Small Area Plan.





Phase 1: Develop a Communication Strategy

This Small Area Plan is a chance to better understand the needs of stakeholders and the City Council. With over 13 years of experience in coordinating and developing engagement processes, Sam will lead these efforts. She will be supported by CJ Sycks and Stephanie Falkers.

DEVELOP A COMMUNICATIONS PLAN

At the onset of the project, Sam and CJ will collaborate with the City to create a Communications Plan. This plan will define our engagement approach, including with whom we will engage, the questions we will ask, and the methods of outreach.

We will work closely with City staff to ensure consistent messaging and branding during public interactions. Additionally, we will develop a Community Profile to better understand the community's characteristics and tailor our outreach methods accordingly.

ENGAGE DAKOTA COUNTY

Sam and Doug will facilitate two virtual meetings with Dakota County to review access management standards and corridor goals. The first meeting will focus on understanding Dakota County's goals for the corridor, and the second will present the proposed access points to Cedar Avenue.

Phase 2: Develop the Small Area Plan

Understanding the context (both physical and market analysis) of this project area is crucial for developing a realistic vision. Before developing potential alternatives, our team will assess the current conditions and collaborate with City staff to gain a comprehensive understanding of the Small Area Plan.

DATA COLLECTION AND BACKGROUND REVIEW

Our team will perform a review of the existing conditions and relevant plans. Our goal is to leverage the existing planning efforts and identify key elements to build upon. Matt Oswald will assist in organizing all data available on the built and natural environment. He will organize it into a comprehensive base map used during the planning process. Stephanie Falkers will review all applicable plans, policies and development codes so we do not duplicate efforts. This background data will provide a baseline for the market and land use analysis to be built upon.

MARKET ANALYSIS

Grant Martin from LOCi will lead the market analysis tasks for this project. His extensive expertise in site analysis and market trends will be instrumental in achieving a comprehensive understanding of the study area. The following steps outline his approach to ensure a thorough and insightful analysis:

Site Analysis

1. Complete site analysis of the study area, examining and discussing the following attributes:
 - Visibility.
 - Access to the site.
 - Quality of transportation corridor(s).
 - Adjacent uses.
 - Proximity to key demand drivers.
2. Provide traffic counts at key intersections.
3. Discuss potential uses at the study area based on the site analysis.

Demographic and Economic Analysis

1. Define market areas for housing uses in the study areas.
2. Provide map of market area(s).
3. Gather and summarize key demographic data:
 - Total population and number of households, 2024 and 2029 (data for 2024 are estimated and data for 2029 are forecasted).
 - Income by age of householder, 2024 and 2029.
 - Homeownership rates, 2020.
4. Define trade area for commercial uses.
5. Provide map of trade area.
6. Gather and summarize key demographic and economic data:
 - Daytime population, 2024.
 - Consumer spending in key categories, 2024 and 2029.
 - Employment by industry, 2023.

Competitive Analysis – Residential Uses

1. Discuss available third-party data or studies on the current housing market.
2. Profile new housing developments in or near the market area. Collect data on pricing, unit sizes, units per acre, occupancy/absorption, and features and amenities.
3. Identify large pending housing developments in the market area.

Competitive Analysis – Commercial Uses

1. Discuss available third-party articles, studies, or data on retail and restaurant real estate.
2. Profile new retail developments in or near the trade area. Collect data on tenant mix, lease rates, development features, and occupancy.
3. Discuss available third-party articles, studies, or data on office and industrial real estate.
4. Profile new office and industrial developments in or near the trade area. Collect data on tenant mix, lease rates, development features, and occupancy.
5. Identify large planned or pending commercial real estate developments in the market area.



Market Potential and Recommendations

1. Summarize key findings from the analysis.
2. Provide high-level forecasts of demand between 2024 and 2029 for:
 - Single family housing.
 - Multifamily housing.
 - Retail and restaurant space.
 - Office and industrial space.
3. Provide high-level ten-year projections based on analysis.
4. Provide density recommendations based on competitive market analysis.
5. Provide recommendations.
6. At a high level, discuss implications for total population, total households, and potential school enrollment.

LAND USE AND DEVELOPMENT REVIEW

Stephanie will lead the land use analysis for this project. Stephanie has supported cities and counties with growth management planning for her 15-year career and utilizes a comprehensive strategy that balances impacts and opportunities and creates a clear plan for implementation. Her analysis process will work closely with the market analysis approach ensuring a clear connection and path for action. The following steps outline the land use analysis approach:

Site Analysis

1. Review the land use categories of the 2040 Comprehensive Plan to understand existing policies and category goals.
2. Review the existing zoning districts to understand implementation tools and existing zoning patterns.
3. Review physical site conditions that support and/or inhibit certain development opportunities.

Land Use Analysis

1. Build a baseline understanding of land use categories that may be utilized within the small area plan.
2. Review population, household, and employment projections for the community and assess the capacity of the small area plan to support projections, specific consideration for the timing of development with infrastructure needs will be considered.
3. Using the market potential and recommendations from the market analysis, establish land use categories to support realistic opportunities for the small area that also align with community goals.
 - A general description of each category will be created with direct ties to market analysis outcomes.
 - Density ranges will be established to align with population, household, and employment projections.
 - Development typologies will be defined using precedent imagery and general descriptions.
 - Policy considerations for each use will be identified to assist in future implementation activities.
4. Develop generalized-use schematics that align with the market realities and serve as baseline land use map. Two to three schematics will be explored to inform the access management and parks and greenspace efforts. These schematics will be used in engagement events to facilitate and understanding of location and development potential.
5. Prepare for 2050 Comprehensive Plan updates. With the impending update of the City's Comprehensive Plan, the team will identify policy and analysis considerations that should be considered while updating the long-range vision of Lakeville.



Phase 3: Engage the Public

ENGAGE PROPERTY OWNERS

To further our understanding of the goals and short and long-term plans of current property owners, our team will arrange a dedicated meeting facilitated by Sam and Stephanie. Their expertise will guide the conversations, ensuring that we gain valuable insights and perspectives from the property owners, which will be instrumental in shaping our project's direction.

DESIGN CHARRETTE

Partnership and collaboration are key factors in the successful development of this plan. To achieve this, our team will facilitate a day-long workshop with City staff. The goal of this meeting is to develop a series of high-level concepts with a multidisciplinary group of experts. In our experience, collaborative charrettes are highly effective in developing alternatives that are rooted in consensus. If desired, this event can also be opened to the public and serve as an engagement opportunity. Our team will collaborate with City staff during the development of the Communications Plan for the preferred outreach.

As an optional task, our team will invite a small group of local developers during the first part of the workshop to participate in a listening session with the design team and City staff. While we provide a general framework for discussion, we will facilitate an open dialog to develop a deeper understanding of their needs and ideas for this project area.

During the afternoon, our team will invite City staff to participate in a design charrette to develop several concepts for the study area. We will utilize the following framework to identify elements to be included in the plan:

- Land use and development.
- Transportation and multimodal connections.
- Parks and green space.

IDENTIFY PARKS, GREEN SPACE, AND TRAIL CONNECTIVITY

Understanding the relationship between public and private spaces will be key in developing a concept that is market-realistic, while also articulating the City's vision.

The City's Park Dedication Policy, outlined in the City Code Section 10-4-8 outlines the following formula for required park space for residential developments:

Category	Units Per Acre	Percentage Park Dedication/Acres of Development
Low-density residential	Less than 3.0	12%
Medium-density residential	More than 3.0 to 9.0	14%
High-density residential	More than 9.0	17%

We will quantify the required greenspace, while also examining how to best integrate parks, greenspace, and multimodal connections in the project area.

ACCESS MANAGEMENT AND MULTI-MODAL CONTEXT

Caitlin Address will work with Doug to provide recommendations for access along Cedar Avenue that is aligned with the County's goals and policies. We will utilize Dakota County's access management plan for guidance in developing recommendations. Our team will work together to ensure that the proposed land use scenarios have appropriate access to the County roadway.

Additionally, Sam will review the broader multi-modal context in the project area, including existing bicycle and pedestrian connections, and general traffic movements around the project area.

Develop Concept Graphics

Following the design charrette, Sam and Stephanie, with support from Matt, will work together to develop concept graphics and precedent imagery necessary to communicate design intent. At a minimum this will include:

- Diagrams highlighting proposed improvements, density of development, and general character of the area.
- Anticipated impact to the natural resource locations.

Phase 4: Final Plan Development

The final report brings the public and stakeholder engagement process, data collection, analysis, and alternatives development into a comprehensive understanding of the opportunities and roadmap for future development.

The report document will include the following as outlined in the RFP:

1. An executive summary.
2. Planning process, findings, results, conclusions, and recommendations.
3. Graphic elements including development examples, precedent imagery, graphics, and maps.
4. Action plan that outlines implementation strategies broken down by short-term and long-term strategies.
5. Implementation Plan:
 - Language about how this interacts with the current and future comp plan.

Our team will work with the City to refine the outline of the report as content is developed and review in collaboration with the City.

ENGAGE CITY COUNCIL AND PLANNING COMMISSION

Sam will present the findings of the Plan at a joint session of the Planning Commission and City Council. We have reserved time in the project schedule to make any updates necessary following the presentation.

Phase 5: Project Management

Sam will lead the team and be the primary contact and Project Manager. As both a Professional Landscape Architect, and an AICP Certified Planner, Sam has the experience necessary to facilitate a successful project. She will do so with the following tools and methods:

- Project kick-off meeting to confirm scope, schedule, roles, and communication protocol.
- Project schedule management.
- Project management and stakeholder meetings, agendas, facilitation, and summaries.
- Monthly project status meetings with the City.
- Internal project team coordination meetings.
- Monthly invoices and progress reports.

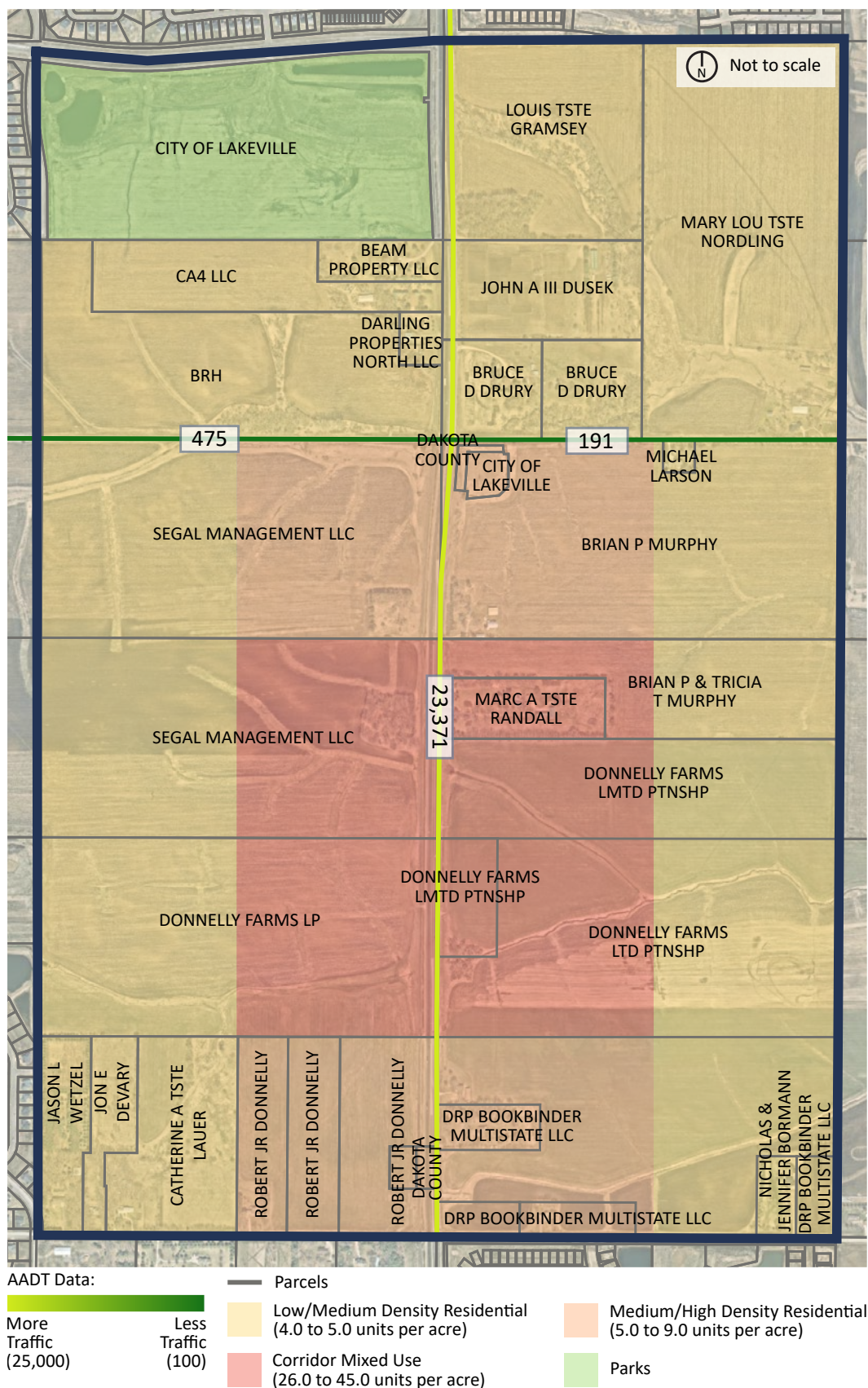
Sam will facilitate a kick-off meeting between the City and our team to set the framework for roles, responsibilities, and schedule of deliverables. Sam excels in leading multidisciplinary teams, driven by her passion for people and her commitment to consistent communication among team members. She will provide regular coordination to foster a collaborative and transparent process.

Doug, who has over 28 years of public sector experience, including 17 years as the Anoka County Engineer, will serve as a stakeholder liaison and assist with coordinating transportation study tasks with Dakota County.



Jackson Street: Maryland Avenue to Arlington Avenue, Ramsey County

CONSIDERATIONS MAP





TIMELINE

Task	June		July				August				September				October				
	16	30	7	14	21	28	7	14	21	28	4	11	18	25	6	13			
1. Develop a Communication Strategy																			
Communications Plan																			
Engage Dakota County																			
2. Develop the Small Area Plan																			
Data Collection and Background Review																			
Market Analysis																			
Land Use and Development Review																			
3. Engage the Public																			
Engage Property Owners																			
Design Charrette and Optional Developer Forum																			
Identify Parks, Green Space, Trail Connectivity																			
Access Management and Multimodal Context																			
4. Final Plan Development																			
5. Project Management																			

BUDGET

The total cost for this project will be a not-to-exceed sum of \$29,500. A detailed breakdown of hours is available upon request. Our team exceeds the DBE goal with the following support from our subconsultant team:

- LOCi: \$13,000
- TC2 (DBE): \$7,000 (24% of the project budget)

An optional Developer Forum can be added for \$500.



STATEMENT ON POTENTIAL CONFLICTS

TKDA has determined that no potential organizational conflicts of interest exist.





Date: 6/16/2025

Antlers Ridge Plat Correction

Proposed Action

Staff recommends adoption of the following motion: Move to approve a plat correction for Antlers Ridge final plat.

Overview

When the Antlers Ridge final plat was going through plat check at Dakota County an error was discovered on the plat. On Sheet 2 of 2 the distance on the north line of Outlot B incorrectly reads 342.67, this is corrected to be 342.62.

This plat correction does not change any lot boundaries on the plat. The attached certificate will be filed with the County to correct the error.

Supporting Information

1. Surveyor's Certificate
2. Plat Correction Resolution

Financial Impact: N/A 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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LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Section 505.174, I, Peter J. Hawkinson, a duly Licensed Land Surveyor in and for the State of Minnesota declares as follows:

1. That I prepared the plat of ANTLERS RIDGE dated August 12th, 2024 and filed on September 24th, 2024 in the Office of the County Recorder, Dakota County, Minnesota as Document No. 3643975.
2. That said plat contains errors, omissions or defects described in particular as follows:
 - On Sheets 2 of 2 the distance on the north line of Outlot B incorrectly reads 342.67.
3. That said plat is hereby corrected in particular as follows:
 - On Sheets 2 of 2 the distance on the north line of Outlot B incorrectly reads 342.67 is corrected to be 342.62.

I hereby certify that this Surveyor's Certificate of Plat Correction 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. Dated this 29th day of April, 2025.



Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

This Surveyors certificate of plat correction to the plat ANTLERS RIDGE was approved by the city of Lakeville, Minnesota this _____ day of _____, 20____.

Clerk

Mayor

County Surveyor

This Surveyor's Certificate of Plat Correction has been reviewed and is approved this _____ day of _____, 20____.

_____, Dakota County Surveyor
Todd B. Tollefson, Licensed Land Surveyor

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

RESOLUTION APPROVING A PLAT CORRECTION

WHEREAS, the City Council approved a final plat for Antlers Ridge on July 15, 2024 by City of Lakeville Resolution No. 24-077;

WHEREAS, The Developer was informed by Dakota County of an error on the Antlers Ridge final plat;

WHEREAS, a Land Surveyor's Certificate of Plat Correction dated April 29, 2025 ("Certificate") has been signed and submitted by the surveyor responsible for preparing the Antlers Ridge final plat;

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

1. The Certificate is hereby approved; and
2. The Mayor and City Clerk are hereby authorized to sign the certificate.

ADOPTED by the Lakeville City Council this 16th day of June 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 16th day of June **2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

Prepared by:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044



Date: 6/16/2025

**Joint Powers Agreement with Dakota County for
Miling, Bituminous Overlay, Drainage Improvements and City Utility Repairs
along County State Aid Highway 5**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with Dakota County for Milling, Bituminous Overlay, Drainage Improvements and City Utility Repairs along County State Aid Highway 5, City Project 25-10.

Overview

The City of Lakeville and Dakota County are partnering to complete drainage improvements and City utility maintenance/repairs along County State Aid Highway (CSAH) 5 (Kenrick Avenue) from the Dakota/Scott County border to CSAH 70 (210th Street). The work is part of the County's annual pavement preservation program and is scheduled for construction in 2025. The City utility repairs/maintenance coincide with County pavement preservation projects to improve the overall performance and effectiveness of the shared City and County stormwater management system and extend the service life (minimize total lifecycle costs) of City sanitary sewer and water infrastructure located along County highways.

The Joint Powers Agreement establishes City and County project responsibilities and cost participation. The City is the lead agency for the design of the City utility repairs/maintenance, while the County is the lead agency for the design of the pavement preservation and overall construction and construction administration of the project. The City's estimated cost for the drainage improvements and City utility maintenance/repairs is \$15,000 and will be financed from the Pavement Management Fund, and Sanitary Sewer and Water Operating Funds.

Supporting Information

1. 2025.06.16 JPA (Dakota County Contract DCA22873)
2. 2025 Overlays Engineers Estimate - Lakeville

Financial Impact: \$15,000 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Jon Nelson, Assistant City Engineer
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JOINT POWERS AGREEMENT FOR
MILLING, BITUMINOUS OVERLAY, DRAINAGE IMPROVEMENTS, CITY UTILITY
REPAIRS AND COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF LAKEVILLE

FOR

DAKOTA COUNTY PROJECT NO. 5-59

CITY PROJECT NO. 25-10

SYNOPSIS: Dakota County and the City of Lakeville agree to include the necessary storm sewer, and sanitary sewer repairs with the 2025 resurfacing of County State Aid Highway (CSAH) 5 (Kenrick Avenue) from the County border to CSAH 70 in Lakeville, Dakota County. All sharing of projects costs will be in accordance with the Cost Sharing Policies within the current adopted Dakota County 2040 Transportation Plan (dated July 2021).

THIS JOINT POWERS AGREEMENT ("Agreement"), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Lakeville ("City"), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party", and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 5-59; and

WHEREAS, County Project 5-59 will include resurfacing the pavement of County State Aid Highway 5 (Kenrick Ave.) between the County Line and County State Aid Highway 70, (the "Project"); and

WHEREAS, the City desires to repair storm sewer, and sanitary sewer infrastructure within the project limits of CSAH 5 (the "City Work"); and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete final design, construction, administration, and maintenance of the Project, as well as to determine each parties' respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said final design engineering, construction administration, and maintenance, per the Cost Sharing Policy within the 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 Sharing Policies within the Dakota County 2040 Transportation Plan (July 2021), jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for final design, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Engineering. Engineering costs shall include the cost of preparing final designs, plans, specifications and proposals, surveying, mapping, 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.
3. Plans, Specifications and Award of Contract. The County shall prepare the complete milling and paving plans, specifications, and contract documents for County Project 5-59 consistent with State Aid design standards and the Dakota County 2040 Transportation Plan (July 2021). The City shall be responsible for inventorying and identifying necessary storm sewer, sanitary sewer, and watermain system repairs, and preparing plans and specifications to be incorporated into the County's plans and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the 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.

4. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County 2040 Transportation Plan (July 2021). The City shall be responsible for inspecting and approving the work associated with utility repairs of storm sewer, sanitary sewer and watermain. The County and City shall be responsible for the maintenance of all such storm sewer facilities after completion of the Project in accordance with terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025412)*. The City shall be responsible for maintaining all sanitary sewer and watermain facilities.
5. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
6. Traffic Control. Prior to the start of any construction activities on City Storm Sewer or Sanitary Sewer, a traffic control meeting must be conducted. This meeting can take place at the preconstruction conference. A representative from each the City, County, and Contractor must be in attendance. The contractor will provide details of their traffic

control plans and must receive concurrence from both the City and County before proceeding with the work.

7. Inspection. During any construction activities on City Storm Sewer, Sanitary Sewer, or Watermain, an inspector from the City must be on site at all times. The City inspector must also monitor the traffic conditions and ensure the traffic control measures are in accordance with what was agreed up on during the traffic control meeting. The City inspector must coordinate with the Engineer and contractor in the case that traffic control measures are ineffective or are creating unsafe conditions.
8. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) policies F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting 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.

Cost Participation – Roadway (County Cost Policy F.1)

- The County will be responsible for 100% of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, or other methods, as part of the final project.

Cost Participation for Storm Sewer System Maintenance (County Cost Policy F.7)

- The City has inspected their facilities and documented a request of specific Storm Sewer, Sanitary Sewer, and Watermain repair items to be included in the construction plans.
- Storm Sewer Repairs: The County and City shall share all costs associated with the repairs to storm sewer systems made as part of the Project. The County shall pay for 80% of the storm sewer utility repair costs, and the City shall pay for 20% of the storm sewer utility repair costs. The storm sewer utility repair costs include traffic control for the work performed. The City shall be responsible for inspecting and approving this work. Further, the County and City shall be responsible for the maintenance of all such facilities after completion of the Project in accordance

with terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025412).

- Sanitary Sewer and Watermain – City Utility Repairs: The City shall be solely responsible for: a) all costs associated with utility repairs to sanitary sewer and watermain systems made as part of the Project, including traffic control; b) inspecting and approving said utility work; and c) maintaining all such facilities after the completion of the Project.

9. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- At construction plan milestones (30%/60%/90%/Final)
- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$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, right-of-way acquisition, utility relocation, construction, and administration.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

10. Payment. The County shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall

be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

11. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each Party prior to execution of work. The City's appointed representative is Zach Johnson, City Engineer, and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
12. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
13. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2026.
14. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City Work. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.
15. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way.

16. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way.
17. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current County and City Maintenance Agreement (Dakota County Contract No. C0025412).
18. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails shall be provided in accordance with the policies of the Dakota County 2040 Transportation Plan (July 2021). The costs of trail resurfacing or reconstruction will be in accordance with County policies included in the current adopted Dakota County 2040 Transportation Plan (July 2021).
19. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.
20. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
21. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or

omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

22. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

23. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the

City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

24. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

25. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA
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
20195 Holyoke Ave.
Lakeville, MN 55044
Office: (952) 985-4501
zjohnson@lakevillemn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

City Engineer

By _____
Mayor

(SEAL)

By _____
City Attorney

Date _____

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. 25-128 Date: March 11, 2025 _____



**COUNTY ROAD 5
COUNTY PROJECT NO. 5-59
STATE AID PROJECT NO. 019-605-038**

ENGINEER'S OPINION OF PROBABLE COST

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT COST	S.A.P. 019-605-038		S.A.P. 019-605-038 CITY PROJECT 25-10		CITY OF LAKEVILLE NON-PARTICIPATING		TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST
				ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST		
2104.502	REMOVE CASTING	EACH	\$ 150.00		\$ -	1	\$ 150.00		\$ -	1	\$ 150.00
2104.502	REMOVE SIGN TYPE C	EACH	\$ 50.00	1	\$ 50.00		\$ -		\$ -	1	\$ 50.00
2104.502	REMOVE SIGN PANEL TYPE C	EACH	\$ 40.00	4	\$ 160.00		\$ -		\$ -	4	\$ 160.00
2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 8.00	175	\$ 1,400.00		\$ -		\$ -	175	\$ 1,400.00
2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 1.00	360	\$ 360.00		\$ -		\$ -	360	\$ 360.00
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	\$ 30.00		\$ -	398	\$ 11,940.00		\$ -	398	\$ 11,940.00
2118.509	AGGREGATE SURFACING CLASS 2 MOD	TON	\$ 50.00	165	\$ 8,250.00		\$ -		\$ -	165	\$ 8,250.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$ 2.00	32534	\$ 65,068.00		\$ -		\$ -	32534	\$ 65,068.00
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS	LIN FT	\$ 0.25	600	\$ 150.00		\$ -		\$ -	600	\$ 150.00
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-INTERM	LIN FT	\$ 0.25	6950	\$ 1,737.50		\$ -		\$ -	6950	\$ 1,737.50
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LIN FT	\$ 0.25	3630	\$ 907.50		\$ -		\$ -	3630	\$ 907.50
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$ 1.00	1627	\$ 1,627.00		\$ -		\$ -	1627	\$ 1,627.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	\$ 70.00	3740	\$ 261,800.00		\$ -		\$ -	3740	\$ 261,800.00
2506.502	CASTING ASSEMBLY	EACH	\$ 1,500.00		\$ -	1	\$ 1,500.00		\$ -	1	\$ 1,500.00
2506.502	ADJUST FRAME & RING CASTING	EACH	\$ 500.00		\$ -	12	\$ 6,000.00		\$ -	12	\$ 6,000.00
2506.602	REPAIR DRAINAGE STRUCTURE	EACH	\$ 1,000.00		\$ -	28	\$ 28,000.00		\$ -	28	\$ 28,000.00
2506.602	REMOVE & REPLACE TOP SLAB (48")	EACH	\$ 3,000.00		\$ -	1	\$ 3,000.00		\$ -	1	\$ 3,000.00
2506.602	INSTALL CHIMNEY SEAL (SANITARY)	EACH	\$ 1,500.00		\$ -		\$ -	1	\$ 1,500.00	1	\$ 1,500.00
2521.518	4" CONCRETE WALK	SQ FT	\$ 10.00		\$ -	360	\$ 3,600.00		\$ -	360	\$ 3,600.00
2531.503	CONCRETE CURB & GUTTER (ALL TYPES)	LIN FT	\$ 75.00		\$ -	175	\$ 13,125.00		\$ -	175	\$ 13,125.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 7,500.00	0.86	\$ 6,450.00	0.14	\$ 1,050.00		\$ -	1	\$ 7,500.00
2564.518	SIGN PANELS TYPE C	SQ FT	\$ 50.00	16	\$ 800.00		\$ -		\$ -	16	\$ 800.00
2564.618	SIGN TYPE C	SQ FT	\$ 80.00	54	\$ 4,320.00		\$ -		\$ -	54	\$ 4,320.00
2565.602	RIGID PVC LOOP DETECTOR 6'X6'	EACH	\$ 2,500.00	6	\$ 15,000.00		\$ -		\$ -	6	\$ 15,000.00
2582.503	4" SOLID LINE MULTI COMP (WR)	LIN FT	\$ 0.50	9101	\$ 4,550.50		\$ -		\$ -	9101	\$ 4,550.50
2582.503	6" SOLID LINE MULTI COMP (WR)	LIN FT	\$ 0.75	9180	\$ 6,885.00		\$ -		\$ -	9180	\$ 6,885.00
2582.503	8" SOLID LINE MULTI COMP (WR)	LIN FT	\$ 1.25	350	\$ 437.50		\$ -		\$ -	350	\$ 437.50
2582.503	4" BROKEN LINE MULTI COMP (WR)	LIN FT	\$ 0.50	1070	\$ 535.00		\$ -		\$ -	1070	\$ 535.00
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 15.00	200	\$ 3,000.00		\$ -		\$ -	200	\$ 3,000.00
2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	\$ 15.00	120	\$ 1,800.00		\$ -		\$ -	120	\$ 1,800.00
2582.518	PAVT MSSG PREF TAPE GR IN (WR)	SQ FT	\$ 40.00	726	\$ 29,040.00		\$ -		\$ -	726	\$ 29,040.00
					\$ -		\$ -		\$ -		\$ -
TOTALS					\$ 414,328.00	\$ 68,365.00	\$ 1,500.00		\$ 484,193.00		
ESTIMATED PROJECT TOTAL											\$484,193.00



Date: 6/16/2025

**Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the
2nd Quarter of 2025**

Proposed Action

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

Overview

Donations from various sources were received by the Lakeville Parks & Recreation Department. Please see the supporting information for details. Included in this quarter's donations are Aged Household Credits. These credits are moved from individual households to the scholarship fund after 18 months of non-use. Participants in Parks and Recreation programs acknowledge this policy at the time of enrollment and/or cancelation of any program. On behalf of our department, we sincerely thank these individuals and businesses for their generosity.

Supporting Information

1. Q2 List of Donors

Financial Impact: \$18,282.22 Budgeted: No Source: Donations Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Joe Masiarchin, Parks & Recreation Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATIONS TO THE LAKEVILLE PARKS &
RECREATION DEPARTMENT IN THE 2ND QUARTER OF 2025**

**RESOLUTION ACCEPTING GRANTS AND DONATIONS TO THE LAKEVILLE
PARKS AND RECREATION DEPARTMENT DURING THE SECOND QUARTER OF
2025**

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

WHEREAS, the City of Lakeville's Parks and Recreation Department has received grants and donations of money, goods or property as indicated on the attached list; and

WHEREAS, the grants and 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 grant agreements and restricted donations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the grants and/or 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 grant agreements and restricted donations.

ADOPTED by the Lakeville City Council this 16th day of June, 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

DONATIONS RECEIVED BY PARKS & RECREATION DEPARTMENT

2nd Quarter of 2025

Aged Household Credits	\$910	Youth Scholarship Fund
Aged Household Credits	\$7	Active Adults Scholarship Fund
Anonymous	\$5	Youth Scholarship Fund
Anonymous	\$100	Active Adults Scholarship Fund in Memory of Wally Potter
Beehive Homes of Lakeville	\$100	Red Hat Chorus
Chevalle Assisted Living LLC.	\$100	Red Hat Chorus
Chris Zappa	\$150	Theater Class Supplies
Crichub Sports Academy	\$1,000	Youth Scholarship Fund
Dairy Queen	\$125	Golden Egg Hunt
Eisele Greenhouse	\$577	Veterans Memorial Gardens
Element Fleet Management	\$1,000	Memorial Bench
Kathy Lucas	\$600	Pottery Classes
Kevin & Rhonda Miller	\$289	Veterans Memorial Gardens
Lake Marion HOA	\$323	Lake Marion Buoys
Lakeville Brewing Company	\$150	Easter Egg Scramble
Lakeville Fastpitch Association	\$7,846	Aronson Park Field 7 Improvements
Lakeville Lions	\$3,000	4th of July Fireworks
Thomas Zeidler	\$1,000	Memorial Bench
Traci Kubisiak	\$1,000	Memorial Bench
Total: \$18,282.22		



Date: 6/16/2025

Brookshire 4th Addition Development Contract and related documents

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) the Development Contract for Brookshire 4th Addition, 2) Irrigation Reuse Agreements for two parcels, and 3) an Encroachment Agreement.

Overview

The City Council approved the final plat and resolution for Brookshire 4th Addition on May 19, 2025. A stipulation of the resolution requires the Developer to sign a development contract and all documents pursuant to the approved development contract. The Brookshire development will implement an irrigation system for the common area lots of the attached townhomes in the Brookshire 3rd and 4th Additions, which will use water from a city-owned stormwater maintenance pond. The irrigation agreements outline maintenance requirements, and the encroachment agreement is required due to the equipment that will be placed in the city's pond to pump the water to the irrigation system. The developer-signed documents are attached.

Supporting Information

1. Signed Development documents
2. Brookshire 4th Addition final plat

Financial Impact: \$0 **Budgeted:** No **Source:**

Envision Lakeville Community Values: A Home for All Ages and Stages of Life

Report Completed by: Kris Jenson, Planning Manager

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

BROOKSHIRE 4TH ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***BROOKSHIRE 4TH 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 F and Outlot G, Brookshire 3rd Addition, Dakota County, Minnesota, according to the recorded plat thereof.

[Platted as Brookshire 4th Addition, Dakota County, Minnesota.]

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 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 five (5) 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

K. Sidewalks and Trails

L. Retaining Walls

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
- J. City of Lakeville for Retaining Walls

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

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

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

14. ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW). An environmental assessment worksheet (EAW) was prepared consistent with Environmental Quality Board requirements and Minnesota Rules 4410. The Developer addressed the comments identified in the EAW review process. A Negative Declaration on the EAW was adopted by the City Council on September 7, 2021.

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

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. No grading can start until the SWPPP is submitted to the City for review and approval. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established 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 parcels and is required with the final plat, calculated as follows:

\$1,035,257.45
Grading Cost
Brookshire 4th Addition

x 2% Grading Costs
2025 Rate

= \$20,705.15
MS4 Administration Fee
Brookshire 4th Addition

16. 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 before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), 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 house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits 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 lots with house 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 building permits.

Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots 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-built survey is not timely completed, the City may enter the lot, perform the work, and apply the

cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

The Brookshire preliminary plat includes the construction of public stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will outlet into North Creek. Water quality improvements and volume reduction will be provided by infiltration due to the highly permeable soil on the site and a privately owned and maintained water re-use system.

A Vermillion River Watershed Joint Powers Organization (VRWJPO) water corridor, classified as a principal connector, exists in the southwest corner of the site, within Outlot A. The VRWJPO water corridor and buffer will be placed in an outlot and deeded to the City at the time Outlot A develops into lots and blocks.

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.

Brookshire 4th 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.

17. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, 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.

18. 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.

19. 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.

20. STORM SEWER. The Developer shall construct public sewer systems 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 constructed with previous phases of Brookshire preliminary plat.

The Developer shall construct privately owned and maintained storm sewer located within the privately owned and maintained roadway, Diplomat Loop.

Draintile construction is required in areas of non-granular soils within Brookshire 4th Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for

building footings, deemed necessary during construction by the City shall be the Developer’s responsibility to install and finance.

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

Storm Sewer Charge Summary			
Gross Area of Brookshire 4th Addition			3,292,897.00 s.f.
Less Area of Outlot A (Future Development)		(-)	1,358,071.00 s.f.
Less Area of Block 4 (Multi-Family)		(-)	461,959.00 s.f.
Less Area of 175 th Street and Diamond Path Right-of-Way		(-)	281,273.00 s.f.
Total Storm Sewer Charge Area (Single-Family)		=	1,191,594.00 s.f.
1,191,594.00 s.f.	x \$0.178/s.f.	= \$212,103.73	
Net Area	2025 Unit Rate	Storm Sewer Charge	
Brookshire 4 th Addition	(Single-Family)	Brookshire 4 th Addition	
461,959.00 s.f.	x \$0.198/s.f.	= \$91,467.88	
Net Area	2025 Unit Rate	Storm Sewer Charge	
Brookshire 4 th Addition	(Multi-Family)	Brookshire 4 th Addition	

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Brookshire preliminary plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. IRRIGATION PLAN AND WATER REUSE SYSTEM. The Developer shall provide an approved irrigation plan prior to construction of an irrigation system with the development of Brookshire 4th Addition.

The Developer shall construct a privately owned and maintained water reuse system and enter into an irrigation maintenance agreement with the City in a recordable form approved by the City to be recorded with the final plat.

22. SANITARY SEWER. Brookshire 4th Addition is located within subdistricts NC-20000 and NC-20010 of the North Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M643A. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

The Developer shall construct and extend public sanitary sewer within the subdivision to existing sanitary stubs at Draft Horse Boulevard. The existing sanitary sewer connects to MCES interceptor 7409 at MCES MH 32.

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

154 units	x \$327.00	= \$50,358.00
Total Units	2025 Unit	Sanitary Sewer Availability Charge
Brookshire 4 th Addition	Rate	Brookshire 4 th Addition

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

23. WATERMAIN. The Developer shall construct and extend public watermain within the subdivision from existing stubs located within Draft Horse Boulevard and 173rd Street.

24. FUTURE CSAH 9 (175TH STREET, DUNWOODY DRIVE, AND 179TH STREET) IMPROVEMENTS.

Brookshire 4th Addition includes future CSAH 9, a future Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 60 feet. The Developer is dedicating the necessary right-of-way. The Dakota County Plat Commission recommended approval of the final plat on February 3, 2025. Brookshire 4th Addition shall be subject to all stipulations recommended by the Dakota County Plat Commission.

Brookshire 4th Addition includes the construction of CSAH 9, a future county minor arterial roadway. The roadway is designed as a two-lane divided urban roadway, consistent with the 2022 Dakota County Plat Needs Map (rev. 10-27-22). The Developer is eligible for reimbursement for constructing future CSAH 9 to County highway standards. The reimbursement will be the actual engineering and construction costs over and above the costs that would have been incurred to construct future CSAH 9 to City collector standards. The City shall reimburse the Developer with the subsequent phase of the Brookshire preliminary plat, upon completion and final acceptance of the improvements between the west and east

plat boundaries. The City and County will enter into a Joint Powers Agreement to provide the Developer with the County's share of the project costs.

The Developer is responsible for any improvements to future CSAH 9 as required by Dakota County. The Developer shall provide an approved plan set to the City, meeting City standards and specifications, prior to construction taking place. The Developer shall construct future CSAH 9 within the final plat area. The Developer shall construct future CSAH 9 in full from the eastern terminus of City Project 24-05 to Diamond Path at the time Outlot E, Brookshire 3rd Addition is final platted into lots and blocks. The Developer shall pay 100% of the costs to construct future CSAH 9.

25. FUTURE CSAH 33 (DIAMOND PATH) IMPROVEMENTS. The construction of future CSAH 33 is not identified in the City's or County's current Capital Improvement Plans. The Developer shall install a "Future County Roadway" sign along the east boundary of Block 3 and "Future City Roadway" signs along the east boundary of Blocks 4 and 5 until CSAH 33 (Diamond Path) is constructed. Driveway access to Diamond Path from Lots 7-12 and 24, Block 5 is prohibited.

26. LOCAL ROAD IMPROVEMENTS. The Developer shall construct 174th Street, Dimension Avenue, Dixon Circle, and 178th Street, City roadways classified as local roads with the development of Brookshire 4th Addition. The roadways are designed as 32-foot-wide urban roads with a sidewalk along one side (except for cul-de-sacs), within a 60-foot-wide right-of-way. The Developer shall construct a temporary cul-de-sac at the east end of 178th Street within dedicated right-of-way and provide a \$2,500 security for the future removal and restoration. The Developer shall grant to the City a temporary turnaround easement in a recordable form approved by the City. The Developer shall install a "Future Street Extension" sign and barricades at the east end of 178th Street.

27. PRIVATE ROAD IMPROVEMENTS. The Developer shall construct Diplomat Loop, a privately owned drive designated to provide access to attached townhomes to be maintained by a homeowner's association. Forty-one guest parking spaces shall be provided in six locations along the private drive. Diplomat Way must be posted as a no parking zone on both sides of the driveway.

28. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction is restricted to Diamond Path. Construction traffic access and egress via adjacent local roadways and existing subdivisions is prohibited.

29. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct five-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all local streets at the Developer’s expense.

The Developer shall construct bituminous trail segments along each side of future CSAH 9 at the time of construction of the roadways. The Developer will be responsible for the cost of construction including 100% of the grading and restoration. The Developer shall be eligible for reimbursement for the city’s 3/8th share (excluding grading and restoration) of the trail construction costs at the time of construction.

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

80 units	x \$5,832.00	= \$466,560.00
Total Units (Low-Density) Brookshire 4 th Addition	2025 Unit Rate (Low-Density)	Park Dedication Fee Brookshire 4 th Addition
74 units	x \$3,968.00	= \$293,632.00
Total Units (Medium-Density) Brookshire 4 th Addition	2025 Unit Rate (Medium-Density)	Park Dedication Fee Brookshire 4 th Addition

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

30. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay to the City a cash fee in the amount of \$4,350.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

154 units	x \$40.48/unit	= \$6,233.92
Total Units	2025 Rate	Streetlight Operating Fee
Brookshire 4 th Addition		Brookshire 4 th Addition

31. 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:

80 units	x \$61.52/unit	= \$4,921.60
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Brookshire 4 th Addition		Brookshire 4 th Addition

74 units	x \$61.52/unit	x 0.50	= \$2,276.24
Total Units (Townhome)	2025 Rate	Utility Factor	Environmental Resources Fee
Brookshire 4 th Addition			Brookshire 4 th Addition

32. LANDSCAPING. Unless the single-family home lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. 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. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining

fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$451,343.50 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

33. BUFFER YARD BERM/LANDSCAPE SCREEN. 175th Street (Future CSAH 9) and Diamond Path (Future CSAH 33) are classified as minor arterial roadways; therefore, buffer yard and screening requirements apply to the adjacent lots. The Developer must install a buffer yard containing earth berms and/or plantings of sufficient density to provide a visual screen and reasonable buffer a minimum of ten feet in height. A certified as-built grading plan of the buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

34. TREE PRESERVATION. The final plat is consistent with the approved Brookshire preliminary plat tree preservation plan.

35. FEMA FLOODPLAIN ANALYSIS. North Creek crosses through the southwest corner of Brookshire 4th Addition and is designated as Zone AE, and therefore within a Special Flood Hazard Area (SFHA). The area mapped as Zone AE will be placed in an outlot and deeded to the City at the time Outlot A is final platted into lots and blocks.

36. WETLANDS. A wetland delineation for the entire site was completed by Westwood Professional Services with the Brookshire 1st Addition preliminary plat. There are no proposed impacts to wetlands within the Brookshire 4th Addition.

All wetland and buffers will be placed in City owned outlots with the final plat. Natural Area Signs will be placed along all property lines. Final locations will be staked in the field and reviewed by city staff prior to installation. Natural Area Signs shall be installed prior to the release of building permits.

- 37. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- A. Implementation of the recommendations listed in the March 25, 2025, Planning Report and March 25, 2025 Engineering Report.
 - B. The Developer shall furnish to the City an appropriately executed temporary public drainage and utility easement in recordable form, approved by the City, along the property lines of Outlot A, Brookshire 4th Addition.
 - C. The Developer shall design and construct a privately owned and maintained water reuse system and enter into an Irrigation Maintenance Agreement in a recordable form approved by the City
 - D. The Developer shall submit to the City a \$1,000.00 escrow with the building permit for the installation of sod in side or rear yard to the property line for the following lots:
 - Lots 1-17, Block 3
 - Lots 7-12 and 24, Block 5
 - E. Prior to the issuance of building permits for the attached townhome units, The Developer must submit homeowner's association documents in a recordable form for review and approval by the City Attorney and then record the homeowner's association documents with Dakota County.
 - 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 \$15,500.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 155 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 \$13,950.00.
- H. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$9,600.00 and consists of eight (8) post-top streetlights at \$1,200.00 each.
- I. 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 in .PDF and either .DWG, .DXF, or .SHX format.

38. 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 \$5,202,439.53. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$686,098.90
B. Watermain	708,173.42
C. Storm Sewer/Draintile	784,302.85
D. Streets	884,196.88
E. Grading, Drainage, Erosion Control, and Restoration	807,500.81
F. Future CSAH 9	<u>362,459.00</u>

CONSTRUCTION SUB-TOTAL **\$4,232,731.86**

OTHER COSTS:

A. Developer's Design (3.0%)	\$126,981.96
B. Developer's Construction Survey (2.5%)	105,818.30
C. City Legal Expenses (Est. 0.5%)	21,163.66
D. City Construction Observation (Est. 5.0%)	211,636.59

E. City Record Drawings (0.5%)	21,163.66
F. 178 th Street Temporary Cul-de-Sac Removal	2,500.00
G. Natural Area Signs	1,500.00
H. Future County Road Signs – Diamond Path	2,500.00
I. Landscaping	451,343.50
J. Streetlights	9,600.00
K. Lot Corners/Iron Monuments	<u>15,500.00</u>
OTHER COSTS SUB-TOTAL	\$969,707.67
TOTAL SECURITIES:	\$5,202,439.53

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.

39. 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	\$760,192.00
B. Sanitary Sewer Availability Charge	50,358.00
C. Storm Sewer Charge	303,571.61
D. Traffic Control Signs	4,350.00
E. Streetlight Operating Fee	6,233.92
F. Environmental Resources Expenses Fee	7,197.84
G. MS4 Administration Fee	20,705.15
H. Property Data and Asset/Infrastructure Management Fee	13,950.00
I. City Engineering Administration (3% for letters of credit)	<u>116,108.19</u>
TOTAL CASH REQUIREMENTS	\$1,282,666.71

40. 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 one year warranty period on streets shall commence after the final wear course has been installed and accepted 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.

41. 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.

42. 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.

43. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except three (3) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its

general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

- J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and

by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

- N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

44. 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: Forestar (USA) Real Estate Group Inc. Attn: Michael Miller, 9292 N. Meridian St., Ste. 211, Indianapolis, Indiana 46260. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Luke M. Hellier and by Ann Orlofsky, the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.

BY: [Signature]
Its Vice President

STATE OF MN)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 21st day of May, 2025, by Stephen Gardiner the Vice President of **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, on behalf of said corporation.

[Signature]
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

[Reserved for recording information]

ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by, between and among the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **DR HORTON INC.-MINNESOTA**, a Delaware corporation (“Horton”) and **FORESTAR “USA” REAL ESTATE GROUP, INC.**, a Delaware corporation (“Forestar”) (collectively, Horton and Forestar are referred to herein as the “Owners”).

RECITALS

A. The City is the fee owner of Outlot B, Brookshire 3rd Addition, Dakota County, Minnesota (“City Property”);

B. Horton is the fee owner of Lot 37, Block 4, Brookshire 3rd Addition (“Horton Property”) that serves as a common lot for various lots within the Brookshire 3rd Addition development and contains an irrigation reuse system;

C. Forestar is the fee Lot 75, Block 4, Brookshire 4th Addition (“Forestar Property”) that serves as a common lot for various lots within the Brookshire 4th Addition development and contains an irrigation reuse system;

D. Horton and Forestar desire to have a private pump station (“Improvement”) installed on the City Property to serve the irrigation reuse system on the Horton Property and the Forestar Property (collectively referred to herein as the “Benefitted Properties”).

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment on the City Property for the installation of the Improvement on the City Property as depicted on the survey sketch attached hereto as Exhibit A, which will serve the irrigation reuse system on the Benefitted Properties.

. The conditions of encroachment approval are as follows:

- Owners shall install, at their sole cost and expense, the Improvement;
- Owners must restore the ground cover disturbed in connection with the installation of the Improvement; and
- Owners will own and maintain the private irrigation reuse system and pump station.
- Owners will enter into an Irrigation Reuse System Agreement with the City to address the irrigation reuse system and Improvement on the City Property and Benefitted Properties and impacts on the City’s stormwater management basin located on the City Property.

2. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach on the City Property, Owners and their successors and assigns do hereby agree to defend, indemnify, and hold the City harmless from any and all costs and expenses, all claims and liability, including attorney's fees, relating to or arising out of the grant to the Owners of permission to encroach on the City Property for the construction, maintenance, use, operation, interruption, discontinuance, abandonment, or termination of the Improvement.

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement as to the City Property at any time by giving the then Owners of the Benefitted Properties thirty (30) days advance written notice. The Owners may be required to remove the Improvement if it is deemed necessary by the City. No notice under this paragraph shall be required in the event of an emergency.

5. JOINT AND SEVERAL OBLIGATIONS. The obligations of Owners of the Benefitted Properties under this Agreement shall be joint and several.

6. RECORDING. This Agreement shall be recorded against the title to the City Property and Benefitted Properties and shall be binding upon the parties, their successors and assigns.

*(Remainder of page intentionally left blank.)
(Signatures to 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 **Ann Orlofsky**, respectively the Mayor and City Clerk of the **City of Lakeville**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

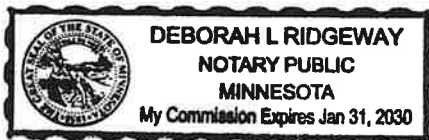
Notary Public

DR HORTON INC.-MINNESOTA

By: Jada Greenwaldt
Print Name: Jada Greenwaldt
Its: Assistant Secretary

STATE OF MINNESOTA)
 Dakota)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11th day of June, 2025, by Jada Greenwaldt, the Asst. Secretary of **DR Horton Inc.-Minnesota**, a Delaware corporation, on behalf of said corporation.



Deborah L. Ridgeway
Notary Public

FORESTAR (USA) REAL ESTATE GROUP INC.

BY: Sege
Its Vice President

STATE OF Minnesota)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 10th day of June, 2025, by Stephen Gardiner the Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said corporation.

Jada Greenwaldt

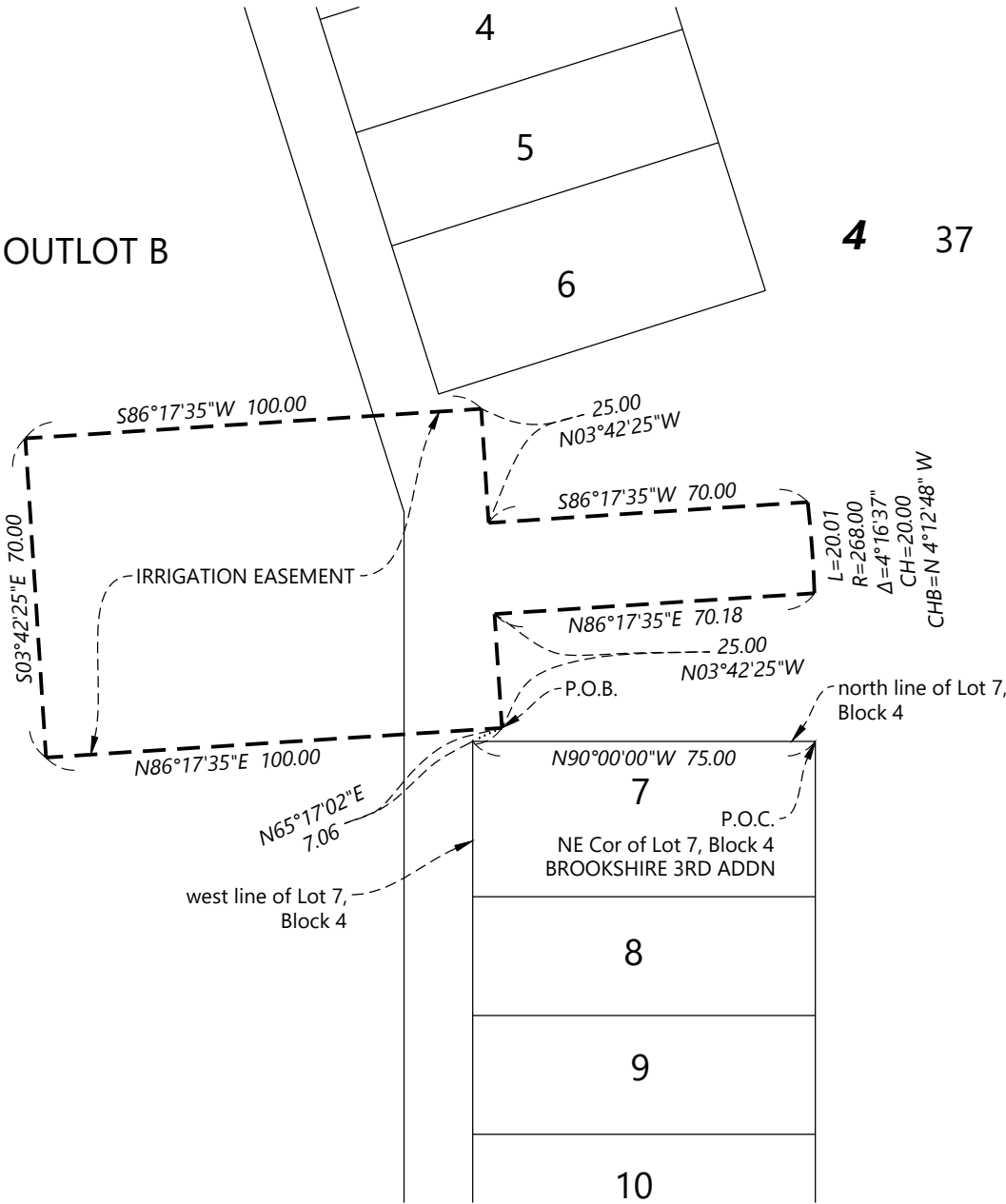


DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT "A"
TO
ENCROACHMENT AGREEMENT

That part of Lot 37, Block 4 and Outlot B, BROOKSHIRE 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of Lot 7, said Block 4; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing along the north line of said Lot 7, a distance of 75.00 feet to the west line of said Lot 7; thence North 65 degrees 17 minutes 02 seconds East, a distance of 7.06 feet to the point of beginning; thence North 03 degrees 42 minutes 25 seconds West, a distance of 25.00 feet; thence North 86 degrees 17 minutes 35 seconds East, a distance of 70.18 feet; thence northerly along a non-tangential curve, concave to the east, having a central angle of 04 degrees 16 minutes 37 seconds, a radius of 268.00 feet for an arc distance of 20.01 feet, the chord of said curve bears North 04 degrees 12 minutes 48 seconds West; thence South 86 degrees 17 minutes 35 seconds West, not tangent to said curve, a distance of 70.00 feet; thence North 03 degrees 42 minutes 25 seconds West, a distance of 25.00 feet; thence South 86 degrees 17 minutes 35 seconds West, a distance of 100.00 feet; thence South 03 degrees 42 minutes 25 seconds East, a distance of 70.00 feet; thence North 86 degrees 17 minutes 35 seconds East, a distance of 100.00 feet to the point of beginning.



IRRIGATION EASEMENT

That part of Lot 37, Block 4 and Outlot B, BROOKSHIRE 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of Lot 7, said Block 4; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing along the north line of said Lot 7, a distance of 75.00 feet to the west line of said Lot 7; thence North 65 degrees 17 minutes 02 seconds East, a distance of 7.06 feet to the point of beginning; thence North 03 degrees 42 minutes 25 seconds West, a distance of 25.00 feet; thence North 86 degrees 17 minutes 35 seconds East, a distance of 70.18 feet; thence northerly along a non-tangential curve, concave to the east, having a central angle of 04 degrees 16 minutes 37 seconds, a radius of 268.00 feet for an arc distance of 20.01 feet, the chord of said curve bears North 04 degrees 12 minutes 48 seconds West; thence South 86 degrees 17 minutes 35 seconds West, not tangent to said curve, a distance of 70.00 feet; thence North 03 degrees 42 minutes 25 seconds West, a distance of 25.00 feet; thence South 86 degrees 17 minutes 35 seconds West, a distance of 100.00 feet; thence South 03 degrees 42 minutes 25 seconds East, a distance of 70.00 feet; thence North 86 degrees 17 minutes 35 seconds East, a distance of 100.00 feet to the point of beginning.



N:\0029340.03\DWG\SURVEY\0029340.03S-ESF06.DWG

BROOKSHIRE 3RD ADDITION

DESIGNED: _____
CHECKED: EMW
DRAWN: SRM
FIELD CREW: _____
FIELD WORK DATE: _____

**BROOKSHIRE 3RD
ADDITION**

LAKEVILLE, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.
TBPELS ENGINEERING FIRM REGISTRATION NO. 11756
TBPELS SURVEYING FIRM REGISTRATION NO. 10074301

IRRIGATION EASEMENT

PROJECT NUMBER: 0029340.03

SHEET NUMBER:

1 OF 1

DATE: 06/11/2025

IRRIGATION REUSE SYSTEM AGREEMENT

THIS IRRIGATION REUSE SYSTEM AGREEMENT made this 16th day of June, 2025 (“Agreement”), by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (hereinafter referred to as the “City”) and **DR HORTON INC.-MINNESOTA**, a Delaware corporation (“Owner”) (collectively, the City and Owner are referred to herein as the “Parties”).

RECITALS

A. The Owner is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

Lot 37, Block 4, Brookshire 3rd Addition, Dakota County, Minnesota, according to the recorded plat thereof (“Property”);

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 Brookshire 4th Addition plat (“Plat”); and

C. A City stormwater management basin (“Basin”) is located within Outlot B, Brookshire 3rd Addition, Dakota County, Minnesota, according to the recorded plat, which is owned by the City (“City Property”).

D. As a condition of its Plat Approval, the City has required that the Owner enter into an Agreement, which makes provision for the maintenance and operation of an irrigation system which draws water from the Basin as a low impact development structural best management practice (hereinafter referred to as “Irrigation Reuse System”); and

E. The Parties hereto desire to set forth their terms with respect to the maintenance of the Irrigation Reuse System and the costs of such maintenance and operation.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Irrigation Reuse System shall be constructed or cause to be constructed by the Owner within the Property. The Irrigation Reuse system plans must be approved by the City in accordance with the terms of the development contract for the Plat ("Plans") prior to system installation

2. The Owner shall install a water meter purchased from the City to document annual irrigation statistics for the Irrigation Reuse System.

3. The Owner shall provide the City with an operation and maintenance plan for the specific Irrigation Reuse System installed. The operation and maintenance plan must also include an as-built plan of the irrigation system. In the instance that the Owner replaces any substantial component of the system that shall alter the operation and maintenance plan the Owner shall first obtain approval of the revised plan from the City and the Owner shall furnish the City an updated operation and maintenance plan within thirty (30) days of the replacement, including a replacement plan. The system must comply with the requirements of Lakeville City Code section 7-5-12-2 Annual Water Use Restrictions unless otherwise specified in the operation and maintenance plan approved by the City.

4. If the Owner requests a connection to the City's water supply system as a backup water source, the Owner shall install a water meter purchased from the City to document annual irrigation statistics. RPZ testing, inspection and reporting must be completed in coordination with the City's Building Inspections Department and consultant. The Owner shall pay water usage rates according to the City's annually adopted fee schedule.

5. Under this Agreement, the Owner of the Irrigation Reuse System is responsible for its maintenance and operation. This responsibility includes conducting annual inspections of the Irrigation Reuse System and stormwater management basin and performing required maintenance, repair and replacement of system components, including removing sediment, litter, and debris near the intake, as required, for the Irrigation Reuse System and stormwater management basin to operate as originally designed. Annual inspections and maintenance must be completed by a qualified individual that the Irrigation Reuse System and stormwater management basin are functioning properly in accordance with the approved operations and maintenance plan. Annual inspections report shall also include the total reuse irrigation volume pumped by season. The current owner of the Property shall keep a copy of the annual inspection report on file, which shall be made available to the City, if requested. If, as a result of an inspection by a qualified individual or City staff, Irrigation Reuse System and stormwater management basin are determined not to be functioning as originally designed and intended, the current owner agrees to restore the Irrigation Reuse System and stormwater management basin to function as designed and intended. This includes, but is not limited to the following actions:

Maintenance Item	Frequency
A. Debris Cleanout of pump	As Needed
B. Maintenance and Repair of irrigation system	Annual
1. Annual inspection/testing and report of RPZ (if installed)	
2. Replace/repair sprinkler heads and lines as necessary.	

3. Replace pump as necessary.	
4. Replace meter as necessary.	
5. Removal of sediment, litter, and debris.	
C. Maintenance and Cleaning of sediment near the intake piping or as necessary for the functionality of the Irrigation Reuse System.	As-Needed

6. The Owner shall be solely responsible for the maintenance of the Irrigation Reuse System and shall bear all costs of maintenance. Maintenance can be completed by the Owner, however, if the Owner does not undertake the necessary maintenance in accordance with the terms of this Agreement within thirty (30) days of notification by the City, the City may enter upon the Property and take whatever reasonable steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies. 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. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Irrigation Reuse System, 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 Irrigation Reuse System. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

7. The City will be responsible for the maintenance of the Basin. Maintenance timing will be determined by the City. The City's responsibility to maintain the Basin does not relieve the Owner from completing maintenance of the Basin for the purpose of ensuring the functionality of the Irrigation Reuse System. The City will not complete vegetation management of the Basin.

8. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect and maintain the Irrigation Reuse System whenever the City deems necessary.

9. 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. The City shall have all other rights and remedies available to it at law or in equity.

10. 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 any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or grossly negligent acts of the City or its agents or employees.

11. 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: DR Horton Inc.-Minnesota
20860 Kenbridge Ct
Lakeville, MN 55044
Attn: Mike Suel

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

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

12. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns and shall be recorded against the title to the Property.

[Remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Luke M. Hellier and Ann Orlofsky, the Mayor and City Clerk, respectively, of the City of Lakeville, a Minnesota municipal corporation.

Notary Public

DR HORTON INC.-MINNESOTA

BY: Jada Greenwaldt
Its Assistant Secretary

STATE OF Minnesota)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 11th day of June, 2025, by Jada Greenwaldt the Assistant Secretary of DR Horton Inc.-Minnesota, a Delaware corporation, on behalf of said corporation.



Deborah L. Ridgeway
Notary Public

IRRIGATION REUSE SYSTEM AGREEMENT

THIS IRRIGATION REUSE SYSTEM AGREEMENT made this 16th day of June, 2025 (“Agreement”), by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (hereinafter referred to as the "City") and **FORESTAR “USA” REAL ESTATE GROUP, INC.**, a Delaware corporation (“Owner”) (collectively, the City and Owner are referred to herein as the “Parties”).

RECITALS

A. The Owner is the fee owner of certain real property located in Dakota County, Minnesota legally described as follows:

Lot 75, Block 4, Brookshire 4th Addition, Dakota County, Minnesota, according to the recorded plat thereof (“Property”);

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 Brookshire 4th Addition plat (“Plat”); and

C. A City stormwater management basin (“Basin”) is located within Outlot B, Brookshire 3rd Addition, Dakota County, Minnesota, according to the recorded plat, which is owned by the City (“City Property”).

D. As a condition of its Plat Approval, the City has required that the Owner enter into an Agreement, which makes provision for the maintenance and operation of an irrigation system which draws water from the Basin as a low impact development structural best management practice (hereinafter referred to as “Irrigation Reuse System”); and

E. The Parties hereto desire to set forth their terms with respect to the maintenance of the Irrigation Reuse System and the costs of such maintenance and operation.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Irrigation Reuse System shall be constructed or cause to be constructed by the Owner within the Property. The Irrigation Reuse system plans must be approved by the City in accordance with the terms of the development contract for the Plat ("Plans") prior to system installation

2. The Owner shall install a water meter purchased from the City to document annual irrigation statistics for the Irrigation Reuse System.

3. The Owner shall provide the City with an operation and maintenance plan for the specific Irrigation Reuse System installed. The operation and maintenance plan must also include an as-built plan of the irrigation system. In the instance that the Owner replaces any substantial component of the system that shall alter the operation and maintenance plan the Owner shall first obtain approval of the revised plan from the City and the Owner shall furnish the City an updated operation and maintenance plan within thirty (30) days of the replacement, including a replacement plan. The system must comply with the requirements of Lakeville City Code section 7-5-12-2 Annual Water Use Restrictions unless otherwise specified in the operation and maintenance plan approved by the City.

4. If the Owner requests a connection to the City's water supply system as a backup water source, the Owner shall install a water meter purchased from the City to document annual irrigation statistics. RPZ testing, inspection and reporting must be completed in coordination with the City's Building Inspections Department and consultant. The Owner shall pay water usage rates according to the City's annually adopted fee schedule.

5. Under this Agreement, the Owner of the Irrigation Reuse System is responsible for its maintenance and operation. This responsibility includes conducting annual inspections of the Irrigation Reuse System and stormwater management basin and performing required maintenance, repair and replacement of system components, including removing sediment, litter, and debris near the intake, as required, for the Irrigation Reuse System and stormwater management basin to operate as originally designed. Annual inspections and maintenance must be completed by a qualified individual that the Irrigation Reuse System and stormwater management basin are functioning properly in accordance with the approved operations and maintenance plan. Annual inspections report shall also include the total reuse irrigation volume pumped by season. The current owner of the Property shall keep a copy of the annual inspection report on file, which shall be made available to the City, if requested. If, as a result of an inspection by a qualified individual or City staff, Irrigation Reuse System and stormwater management basin are determined not to be functioning as originally designed and intended, the current owner agrees to restore the Irrigation Reuse System and stormwater management basin to function as designed and intended. This includes, but is not limited to the following actions:

Maintenance Item	Frequency
A. Debris Cleanout of pump	As Needed
B. Maintenance and Repair of irrigation system 1. Annual inspection/testing and report of RPZ (if installed) 2. Replace/repair sprinkler heads and lines as necessary.	Annual

3. Replace pump as necessary.	
4. Replace meter as necessary.	
5. Removal of sediment, litter, and debris.	
C. Maintenance and Cleaning of sediment near the intake piping or as necessary for the functionality of the Irrigation Reuse System.	As-Needed

6. The Owner shall be solely responsible for the maintenance of the Irrigation Reuse System and shall bear all costs of maintenance. Maintenance can be completed by the Owner, however, if the Owner does not undertake the necessary maintenance in accordance with the terms of this Agreement within thirty (30) days of notification by the City, the City may enter upon the Property and take whatever reasonable steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies. 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. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Irrigation Reuse System, 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 Irrigation Reuse System. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

7. The City will be responsible for the maintenance of the Basin. Maintenance timing will be determined by the City. The City's responsibility to maintain the Basin does not relieve the Owner from completing maintenance of the Basin for the purpose of ensuring the functionality of the Irrigation Reuse System. The City will not complete vegetation management of the Basin.

8. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect and maintain the Irrigation Reuse System whenever the City deems necessary.

9. 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. The City shall have all other rights and remedies available to it at law or in equity.

10. 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 any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or grossly negligent acts of the City or its agents or employees.

11. 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: Forestar (USA) Real Estate Group Inc.
9292 N. Meridian St., Ste. 211
Indianapolis, Indiana 46260
Attn: Michael Miller

And:

Forestar (USA) Real Estate Group Inc.
Stephen Gardiner
20860 Kenbridge Ct | Suite 100
Lakeville, MN 55044
stephengardiner@forestar.com
(612) 581-8940

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

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

12. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns and shall be recorded against the title to the Property.

[Remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Luke M. Hellier and Ann Orlofsky, the Mayor and City Clerk, respectively, of the City of Lakeville, a Minnesota municipal corporation.

Notary Public

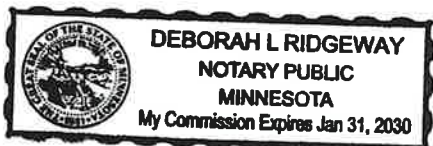
FORESTAR (USA) REAL ESTATE GROUP INC.

BY:

Its

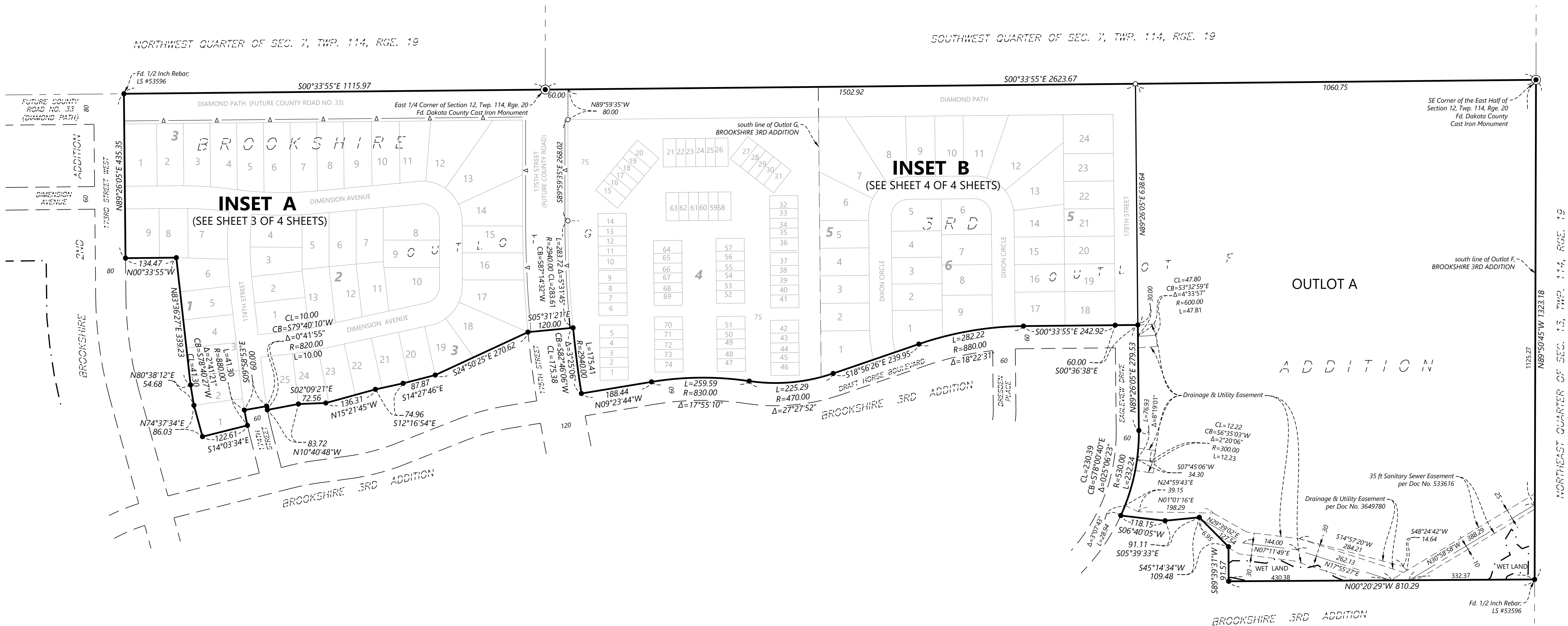
STATE OF Minnesota) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 11th day of June, 2025, by Stephen Gardiner the Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said corporation.



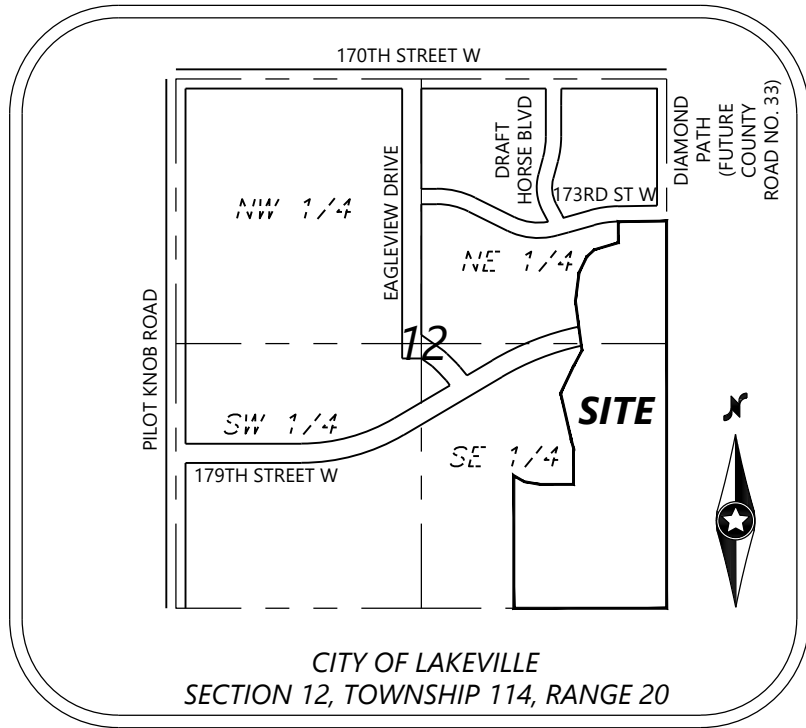

Notary Public

BROOKSHIRE 4TH ADDITION

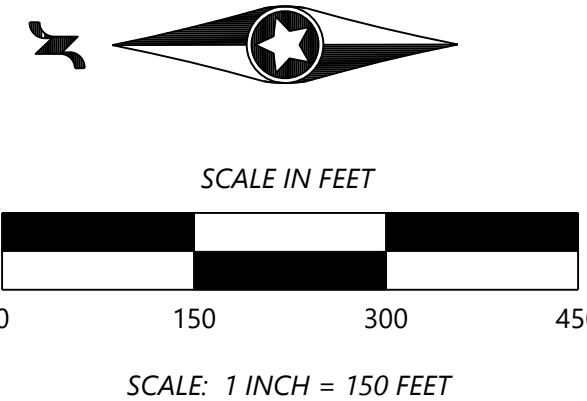


VICINITY MAP

(NOT TO SCALE)



- SET 1/2" BY 14" REBAR WITH CAP #53596
- FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON SURVEY
- THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD ADDITION, HAS AN ASSUMED BEARING OF $N 89^{\circ}50'45" W$
- Δ DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

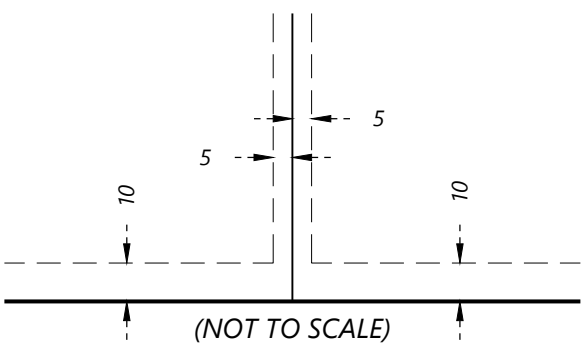


BROOKSHIRE 4TH ADDITION

INSET A
(FROM SHEET 2 OF 4 SHEETS)



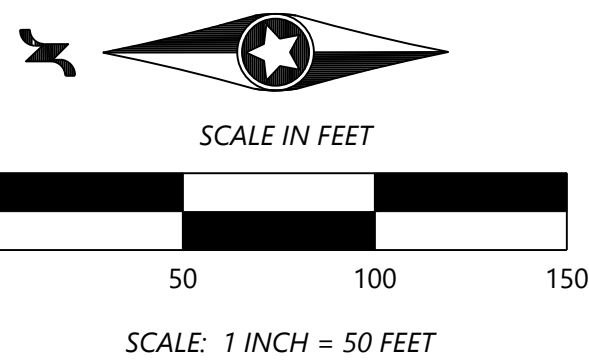
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

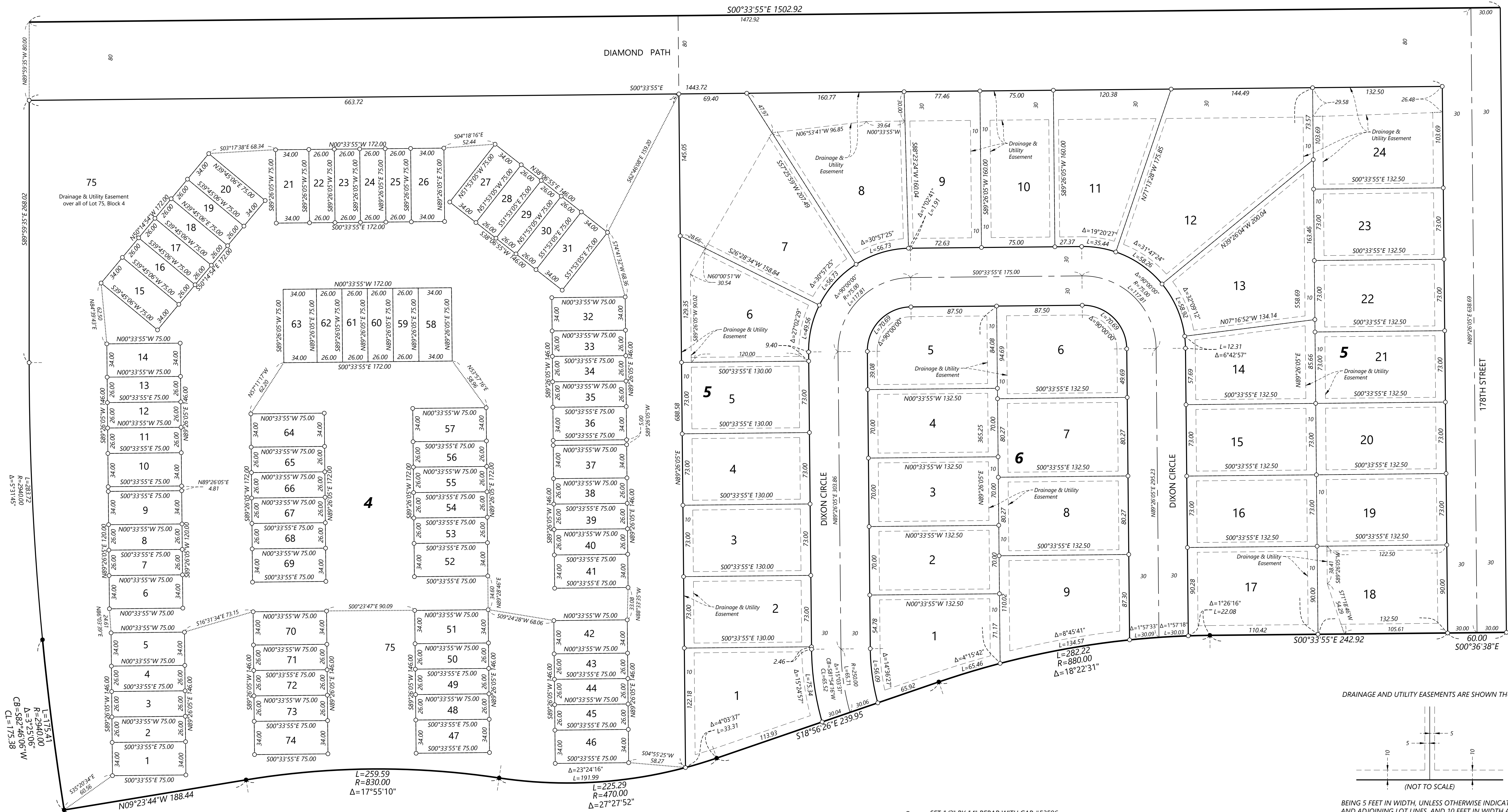
- SET 1/2" BY 14" REBAR WITH CAP #53596
 - FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON SURVEY
- THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD ADDITION, HAS AN ASSUMED BEARING OF N 89°50'45" W

Δ DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE



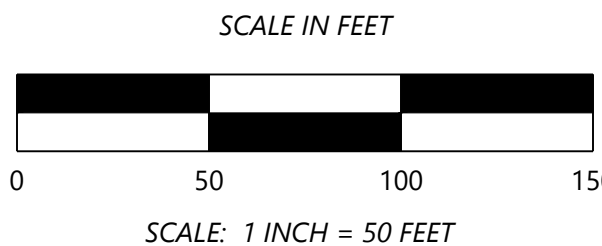
BROOKSHIRE 4TH ADDITION

INSET B
(FROM SHEET 2 OF 4 SHEETS)

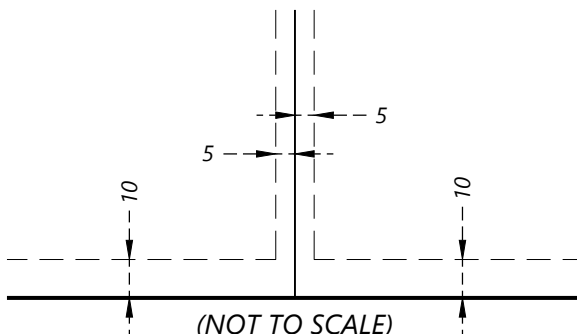


- SET 1/2" BY 14" REBAR WITH CAP #53596
- FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON SURVEY

THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD ADDITION, HAS AN ASSUMED BEARING OF N 89°50'45" W



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT



Date: 6/16/2025

Public Hearing for Vacation of Roadway, Drainage and Utility Easement at Amelia Meadows

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution vacating a public roadway, drainage, and utility easement.

Overview

Lennar representatives have submitted an application for the vacation of a public roadway, drainage, and utility easement on the parent parcel to be platted. This action requires a public hearing to consider the vacation of this easement. The easement being vacated will be replaced with public right of way on the Amelia Meadows final plat.

The easement was granted to the City when a sewer line was extended south from the interceptor line currently located at the city boundary with Farmington, north of 200th Street. The sewer line was needed to serve a portion of the Cedar Hills development, located south of 200th Street. With the recording of the Amelia Meadows final plat, the easement is no longer required.

Supporting Information

1. Easement Vacation Resolution

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Kris Jenson, Planning Manager
--

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE

RESOLUTION NO. 25-_____

RESOLUTION VACATING PUBLIC DRAINAGE AND UTILITY EASEMENTS

WHEREAS, the City Council has conducted a public hearing, preceded by two (2) weeks published notice, to consider vacating the following described drainage and utility easements; and

WHEREAS, the City Council has determined that it is in the public interest to vacate said drainage and utility easements.

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

1. The public roadway, drainage and utility easement legally described in Exhibit A and as shown on Exhibit B is hereby vacated.
2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

DATED this 16th day of **June 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
DAKOTA COUNTY)

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 **16th** day of June **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

EXHIBIT A

A Permanent Roadway, Drainage, & Utility Easement lying over, under, and across the West 50.00 feet of the East 175.00 feet of the South 533.00 feet of the Southwest Quarter of Section 22, Township 114, Range 20, Dakota County, Minnesota.

EXHIBIT B

