



AGENDA CITY COUNCIL MEETING

September 2, 2025 - 6:00 PM
City Hall Council Chambers

Members of the City Council may participate via Teams Meeting. Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via **Teams Meeting, Meeting ID: 233 404 537 029 or by calling Toll Number 1-323-433-2142; Conference ID: 660 796 843#**. The mayor will allow for public comments and questions at the appropriate time.

The City Council is provided background information for agenda items in advance by staff and appointed commissions, committees, and boards. Decisions are based on this information, as well as City policy, practices, input from constituents, and a council member's personal judgment.

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Introduction of New Police Officers
 - b. Parks & Recreation Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 08/18/2025 City Council Meeting
 - c. Minutes of the 08/25/2025 Work Session
 - d. Contract for Lift Station 3 Rehabilitation
 - e. Approve the Convention & Visitors Bureau 2026 Budget
 - f. Proposal for Professional Services with SRF Consulting for King Park Field #6 Improvements
 - g. Proposal for Professional Design Services with ISG for the Development of East Community Park Phase II
 - h. Facility Use Agreement Between the Lakeville Area Historical Society (LAHS) and City of Lakeville
 - i. Resolution Supporting Dakota County's Application for Funding Through the Minnesota Highway Freight Program for the Interstate 35 Transportation Safety and

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Community Access Improvements at Dakota County State Aid Highway 5/50

- j. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 3rd Quarter of 2025
 - k. Amendment to Title 7, Chapter 8 of the Lakeville City Code Concerning the Operation of Electric-Assisted Bicycles on City Trails and Paved Pathways within the City of Lakeville
 - l. Authorization to Enter Into Secondary Manufacturers Opioid Settlement
7. Action Items
- a. Approve Preliminary 2026 Property Tax Levy and Budget
 - b. Public Hearing -Ordinance Annexing Land Owned by Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC) located in Eureka Township
 - c. Tradition Development Comprehensive Plan and Zoning Map Amendments
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Meeting, Monday, September 15, 2025
 - b. Next Work Session, Monday, September 22, 2025
11. Adjourn



Date: 9/2/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327012- 327198	\$1,510,121.23
ACH/EFT	21963- 22383	\$2,014,787.03
Total		\$3,524,908.26

The City Council receives a list of expenditures paid (claims detail), which is available to the public upon request. The City serves as the fiscal agent for Lakeville Arenas and Dakota 911 and processes their accounts payable and payments – these amounts are not included in the total above.

Supporting Information

1. 08.26.25 CKSUM-Checks
2. 08.26.25 CKSUM-ACH-EFT
3. Check Register 08.26.25 for September 2, 2025 Council Mtg - ACH-EFT
4. Check Register 08.26.25 for September 2, 2025 Council Mtg - Checks

Financial Impact: \$3,524,908.26 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	90,244.29
2000 COMMUNICATIONS FUND	50.00
3125 2025A FIRST CENTER	3,690.00
4000 BUILDING FUND	256,804.24
4125 TECHNOLOGY FUND	649.49
4161 ARENAS CAPITAL IMPROVEMENTS	45,670.77
4500 PARK IMPROVEMENT FUND	18,780.60
4720 2024A PARK BONDS	183,500.11
5300 PAVEMENT MANAGEMENT FUND	780.03
7450 ENVIRONMENTAL RESOURCES FUND	523.87
7550 UTILITY FISCAL ADMINISTRATION	6,497.64
7575 STREET LIGHTING FUND	73,925.94
7600 WATER FUND	136,888.23
7700 SEWER FUND	474,845.81
7800 LIQUOR FUND	201,558.80
7900 MUNICIPAL RESERVES FUND	7,601.41
8000 ESCROW FUND	8,110.00
Report Total:	1,510,121.23

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	343,443.28
2000 COMMUNICATIONS FUND	2,594.81
4000 BUILDING FUND	71,493.47
4100 EQUIPMENT FUND	3,558.25
4161 ARENAS CAPITAL IMPROVEMENTS	19,100.00
4200 PARK DEDICATION FUND	33.75
4500 PARK IMPROVEMENT FUND	861.95
4710 2023A PARK BONDS	3,582.61
4720 2024A PARK BONDS	5,528.48
5200 STATE AID CONSTRUCTION FUND	5,678.65
5300 PAVEMENT MANAGEMENT FUND	441,797.44
5600 SANITARY SEWER TRUNK FUND	3,630.00
6000 IMPROVEMENT CONSTRUCTION FUND	262.60
6595 24-02 STREET RECONSTRUCTION	274.00
6596 24-03 COLLECTOR RD REHAB	274.00
6597 2025 STREET PROJECTS	7,601.00
6611 2026 STREET PROJECTS	410.41
7450 ENVIRONMENTAL RESOURCES FUND	5,187.36
7575 STREET LIGHTING FUND	92.43
7600 WATER FUND	41,795.76
7700 SEWER FUND	17,334.60
7800 LIQUOR FUND	482,175.79
8000 ESCROW FUND	648.75
8910 ESCROW - DCA/SECTION 125	1,493.28
9800 PAYROLL CLEARING FUND	555,934.36
Report Total:	2,014,787.03



MINUTES CITY COUNCIL MEETING

**August 18, 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

Item 7c. Tradition Development Comprehensive Plan and Zoning Map Amendments
City Administrator Miller stated that the applicant requested the item be tabled.

5. Presentations/Introductions

a. Fire Department Quarterly Report

Fire Chief Mike Meyer presented the 2nd quarter report.

6. Consent Agenda

Motion was made by Wolter, seconded by Volk, to approve the following:

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

- a. Check Register Summary
- b. Minutes of the 08/04/2025 City Council Meeting
- c. Resolution accepting donations from customers of the Lakeville Liquor Stores
- d. Agreement with ECSI to upgrade Access Control at Water Treatment Plant
- e. Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2026 Environmental and Natural Resources Trust Fund Grant
- f. Agreement with Bluum Technology to Replace and Upgrade the Cablecast System
- g. Contract for Lift Station 4 Rehabilitation
- h. Quote for City Hall Landscaping

- i. Resolution Approving Charitable Gambling Lakeville South Football Association
- j. Temporary On-Sale Liquor License for Dakota Curling Club

7. Action Items

a. Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance for Publication

Community Development Director Goodroad presented proposed amendments to the City Code regarding tree preservation. The amendments exempt single-family parcels under one acre and allow larger parcels to prepare their own tree preservation plans or use a professional. The Planning Commission unanimously recommended approval following a public hearing.

Motion was made by Bermel, seconded by Lee, to approve an ordinance amending Title 10 and Title 11 of the City Code and a summary ordinance for publication. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

b. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC Comprehensive Plan and Zoning Map Amendments

Mike Brandt, Dakota Waste, requests to amend the 2040 Comprehensive Land Use Map from Office Park to Warehouse/Light Industrial, adjust staging from Expansion Area B to the current MUSA, and rezone three properties from OP, Office Park District, to I-1, Light Industrial.

Community Development Director Goodroad presented the staff report. The Planning Commission held a public hearing on August 7, 2025, and received no public comment, and unanimously recommended approval. City Council approval of the Comprehensive Plan amendment requires a four-fifths vote.

Motion was made by Wolter, seconded by Volk, to approve a Resolution amending the 2040 Comprehensive Land Use Map and Staging Map, and adoption of the findings of fact, and an ordinance amending the Zoning Map and adoption of findings of fact. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

c. Tradition Development Comprehensive Plan and Zoning Map Amendments

This item was tabled per the request of the applicant.

Motion was made by Bermel, seconded by Volk, to table Item 7C until September 2nd. 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 Work Session Monday, August 25, 2025**
- b. **Next City Council Meeting Tuesday, September 2, 2025**

11. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn at 6:30 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



MINUTES CITY COUNCIL WORK SESSION

August 25, 2025 - 6:00 PM

Lakeville City Hall, Marion Conference Room

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

Mayor Hellier called the meeting to order at 6:00 P.M.

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

Absent: Council Members Bermel, Volk

Staff Present: Justin Miller, City Administrator; 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; Mike Meyer; Fire Chief

2. Citizen Comments

None

3. Discussion Items

a. Fischer Property Site Planning

City Engineer Zach Johnson and Bryan Harjes, with HKGi, presented information on the Fischer Property located at 179th Street and Granby Lane, which was purchased in July to support future infrastructure needs, including a new centralized fire station and satellite water treatment plant. The 12.23-acre site positions the fire station in the northwest corner for efficient routing and the treatment plant along the south near existing infrastructure, leaving the remaining land available for municipal or private uses. HKGi, CNH Architects, and Black & Veatch assisted in developing concept plans for the property. Three concepts were reviewed: Concept 1, a general master plan; Concept 2A, which includes residential development around the Public Works storage area; Concept 2B, with limited destination-based commercial uses resulting in a shallower lot; and Concept 2C, which illustrates residential development surrounding the fire station, a practice common in surrounding cities.

Council discussion indicated preference for concepts 2A and 2C, noting a desire to balance commercial office uses, if possible, but recognizing development will likely not be marketed until after the fire station is completed around 2027. Council also noted the need for future access connections to existing developments.

b. Water Treatment Expansion Study

Public Works Director Paul Oehme presented the Water Treatment Expansion Study, originally completed in 2022 and updated following the City's purchase of the Fischer Property, to evaluate options for increasing treatment capacity to meet community

growth. The study reviewed three alternatives: (1) expansion of the existing Water Treatment Plant (WTP), (2) construction of a new satellite WTP at the Fischer Property, and (3) a filter bypass at the existing plant. Oehme outlined cost comparisons for each option, noting that a future rate study will be needed to evaluate resident impacts.

The council discussed population projections, growth pressures, redundancy considerations, and whether to reserve land at the Fischer Property for a future facility while continuing to expand at the current site.

Questions addressed included treatment capacity at existing facilities, risks associated with higher usage, flexibility of the current plant, and the effectiveness of conservation measures such as tiered rates, odd/even watering, and remote usage apps. Zach Johnson noted that upcoming comprehensive plan updates will provide additional facility planning context, while Administrator Miller added that PFAS settlement funding could help support one of the alternatives.

c. 2026 Preliminary Tax Levy & General Fund Budget

Finance Director Julie Stahl presented the proposed 2026 preliminary property tax levy and General Fund budget. The total levy is proposed at \$52.29 million, a 7.03% increase from 2025, to support community growth, capital replacement, and debt service. The increase includes funding for the General Fund, Pavement Management, Building, Communications, Equipment, Technology, Park Improvement, and Trail Improvement funds. For a median-valued home of \$468,000, the impact would be about \$61 annually (\$5.11/month). The Council reviewed revenue and expenditure drivers, including personnel costs, new positions, and the implementation of the Paid Family Leave Act, as well as the use of the SAFER grant to fund 15 full-time firefighters. Discussion also covered impacts on fund balance reserves, long-term financial sustainability, and projected levy needs through 2030.

d. 2026-2030 Draft Capital Improvement Plan

Finance Director Julie Stahl presented the Draft 2026–2030 Capital Improvement Plan (CIP), which outlines major transportation, utility, park and trail, facility, equipment, and technology projects over the next five years. The majority of planned investments focus on transportation and facilities, with funding from a mix of property taxes, bonds, franchise fees, utility operating funds, and developer contributions.

Engineer Zach Johnson reviewed CIP projects in detail, including pavement management, trail and park improvements, and upcoming facility needs such as the new fire station and Central Maintenance Facility expansion.

Commissioner Mary Liz Holberg provided an update on Dakota County projects, noting approximately \$40.8 million in state funding with an additional \$20 million expected for the County, and emphasized the importance of maintaining County/City bonding as a priority. Council discussed the I-35/County Road 50 interchange project, acknowledging high costs and significant safety needs—estimated at four times the average—with a target construction start in 2028 as a two-year build.

Council also asked about the rejuvenator pavement material, which is undergoing state and city testing and has a long history of effective use. Discussion included facility funding breakdowns, prioritization of projects, and long-term bonding strategies.

e. 2nd Quarter 2025 Financial Report

Finance Director Julie Stahl presented the Second Quarter 2025 Financial Report. General Fund revenues and expenditures are tracking within budget, with property tax revenues on schedule and building permit activity steady, though showing a shift toward townhomes and apartments. Intergovernmental revenues are higher than the prior year due to grants, including the SAFER grant for fire staffing. Expenditures are at 48% of the budget, with personnel costs slightly lower than expected due to vacancies, while legal fees and utilities are trending higher. Liquor Fund sales totaled \$10.1 million through June, down slightly from 2024, though THC product sales have significantly exceeded budget expectations. Gross profit margins declined from the prior year, but operating expenditures are below budget. Utility Fund revenues and expenditures are generally within expectations; water revenues are slightly higher than in 2024 despite a wet season, and sewer revenues are exceeding budget due to customer growth. The Environmental Resources Fund reflects grant activity, and the Street Lighting Fund showed higher expenditures tied to replacements.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

Lee: Attended the Fire Relief Board Meeting

6. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn the meeting at 7:45 P.M.
Voice vote was taken on the motion. Ayes - Hellier, Lee, Wolter
Absent: Council Members Bermel, Volk

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 9/2/2025

Contract for Lift Station 3 Rehabilitation

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Quality Flow, LLC for the rehabilitation of Lift Station 3.

Overview

The City of Lakeville Utilities Division is responsible for operations and maintenance of 23 sanitary sewer lift stations that are used to pump wastewater from lower elevations to higher elevations. Lift stations are on a 10-15 year rehabilitation cycle depending on the flow coming into the lift station. Lift Station 3 was last rehabilitated in 2013. Staff inspected the lift station and recommends replacing the pumps, gate valves, check valves, as well as moving the pumps electrical shut off from the dry pit to the control panel.

The City has standardized KSB-brand pumps for all lift stations. Quality Flow, LLC is the sole source dealer for KSB pumps in Minnesota. Staff received a quote from Quality Flow, LLC in the amount of \$56,220.00 that would include all work and materials needed to complete the rehabilitation. Staff recommends approving a contract with Quality Flow, LLC for the Rehabilitation

Supporting Information

1. Lift Station 3 Contract Quality Flow, LLC
2. Lift Station 3 Quote QFS
3. KSB Sole Source Letter

Financial Impact: \$56,220.00 Budgeted: Yes Source: Sewer Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent
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**FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this 2nd day of September 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **QUALITY FLOW, LLC**, a _Minnesota limited liability company_ (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. City of Lakeville 2020 Standard Specifications.
- C. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- D. Contractor’s Quotation Form.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services. This contract may be terminated by the City at any time upon discovery by the City that Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes § 16C.285, subd 3, the Responsible Contractor statute.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed Fifty-Six Thousand Two Hundred Twenty-Two and 00/100 dollars (**\$56,220.00**). Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and

labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

- B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work or the Contractor shall have the options regarding retaining in accordance with Minnesota Statutes 15.71 and 15.74.
- C. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
 - (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.
- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work must be completed by December 15, 2023.

6. CONTRACTOR'S REPRESENTATIONS.

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

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:

- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

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

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

The following coverages shall be included:

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

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

Workers Compensation

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

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

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

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

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

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

9. WARRANTY. The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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

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

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

12. MISCELLANEOUS.

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

- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.
- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

OWNER:
CITY OF LAKEVILLE

CONTRACTOR:

BY: _____
Luke M. Hellier, Mayor

BY: _____
Its: _____

AND _____
Ann Orlofsky, City Clerk



800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (952) 221-9800
Fax: (952) 758-9661

Quotation

Customer Name: Lakeville, MN

Quotation Date: 08/13/2025

Contact: Kyle Hanson

Prepared By: Cory Malay

Lead Time: 10 - 12 Weeks

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

Lift Station 3, Dry Well Rehab;

This will consist of supplying new KSB dry-pit submersible pumps along with new valves, piping, and complete installation. Please see my itemized parts breakdown below.

Item	Description	Qty	Net Each	Total Net
1	LS 4 Wet Well Rehab to Include: (2) KSB, Model KRT 100-253/156XEG-DV IE3, 6hp, 1182rpm, Dry-pit Submersible to Include: • Rated at 400gpm @ 31.5'TDH • Dual Vane Impeller with Replaceable Wear Rings • Double Mechanical Seals • 2-Part Epoxy Paint • O.T. / Seal Fail Sensors Built Into Pump • 6hp, 230/3, IE3, X-Proof Motor • 50' Power Cable • Pump Lifting Handle • 7-Year Pro Rated Warranty • Onsite start-up of pump • Freight (1) Removal of all Three Phase Electrical from Dry-Well, Terminate Pumps Directly into Control Panel (A/R) Piping to Include: • (1) Flange x Flange T, 4" x 4" x 4" • (2) 4" Gate Valves, Wheeled Operator • (2) 4" Gate Valves, Wheeled Operator • (2) 4" Swing Check Valves	1	\$56,220.00	\$56,220.00 +applicable tax

Item	Description	Qty	Net Each	Total Net
	• (2) 4" Expansion Joints with Control Rods • (2) 4" 90 Degree Elbows • (A/R) D.I. Spool Pieces, Filler Flanges • (2) 4" Footed Base Elbows • (2) 4" FCA • (A/R) Hardware, Gaskets, Shop Supplies • Installation Labor • Freight			

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns, please give me a call.

Thanks for the opportunity,
Cory Malay
(952) 221-9800

Date: October 29, 2024

Subject: KSB Products and Services – State of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska Sole and Exclusive Municipal Distributor Notification

Attention: Cory Malay
Quality Flow Systems
800 6th Street NW
New Prague, MN 56071

This letter is intended as confirmation and evidence that Quality Flow Systems is the officially appointed, sole and exclusive KSB distributor for pumps, mixers, parts and other industry related components offered by KSB in the Water Market Area (municipalities) for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska. Additionally, Quality Flow Systems is recognized as KSB's sole Factory Authorized Service (FAS) and Repair center for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska.

To achieve KSB FAS certification, Quality Flow Systems technicians are required to attend KSB internal training, including FM (explosion proof) processes/procedures, as a qualification to service, repair, and conduct warranty evaluations and repairs for KSB products. All inquiries related to the products and services of KSB within the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska should be directed exclusively to KSB Dubric.

Please feel free to contact me any further information is required on this matter.

Sincerely,

Rusty Smith
KSB North Central Regional Manager
Water Market Area

Ph. 630.567.1266
Email rusty.smith@ksb.com



Date: 9/2/2025

Approve the Convention & Visitors Bureau 2026 Budget

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Convention and Visitors Bureau 2026 Budget

Overview

Each year the Lakeville Convention and Visitors Bureau presents a budget for approval by the City Council. Attached is the proposed 2026 budget. It has been reviewed and approved by both the CVB Advisory Board and the Lakeville Area Chamber of Commerce Board of Directors.

Pursuant to Minnesota State Statute 469.190, a lodging tax ordinance 576 was established and approved by the Lakeville City Council on April 15, 1996. The ordinance imposed a three percent lodging tax within the Lakeville city limits. An agreement dated April 15, 1996 between the City of Lakeville and the Lakeville Area Chamber of Commerce created the Convention and Visitors Bureau, a division within the Lakeville Area Chamber of Commerce, which is funded by the lodging tax.

Key issues relating to the 2026 budget are included in the attached submittal letter from Ms. Krista Jech, President of Lakeville Area Chamber of Commerce.

Supporting Information

1. 2026 CVB Budget Approval Letter To City
2. 2026 CVB Budget FINAL to city

Financial Impact: \$N/A Budgeted: No Source: Lodging taxes & EMT grants Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Julie Stahl, Finance Director
--



August 26, 2025

The Honorable Mayor Luke Hellier
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Mayor Hellier:

Action was taken to approve the Lakeville Convention and Visitors Bureau (LCVB) **2026 budget** on July 16, 2025, at the LCVB Advisory Board Meeting, in preparation for the final review and acceptance by the Lakeville Chamber of Commerce Board of Directors. The Lakeville Chamber of Commerce Board of Directors approved the 2026 CVB budget as presented on Tuesday, August 26, 2025.

The budget provides funding that supports Lakeville's economic climate to:

- A. Brand and promote the City of Lakeville as a tourism destination in Minnesota.
- B. Develop marketing campaigns providing content on our city's amenities including sports and recreation, hospitality and tourism businesses, parks, and nearby attractions.
- C. Partner with local, regional, and statewide tourism organizations, Twin Cities attractions, Lakeville hotels, and hospitality industry businesses.
- D. Aid planners, group coordinators, area amenities and organizations needing assistance for meetings and events in Lakeville and surrounding area.

Key line items of note for the 2026 budget are:

1. **Income:** Similar to 2024, lodging tax continues to perform flat year over year due to higher average nightly rates. Occupancy is still trending lower than pre-pandemic levels, with mid-week business travel and large social events continuing to be a challenge. We used 2025 actuals (January through June) and 2024 actuals (July through December) as our lodging tax receivable benchmark for the 2026 budget. In 2025 we received the maximum EMT grant eligible for Lakeville equaling \$10,000. With changes to EMT's grant formula, we are expecting \$5,000 in 2026, again the maximum eligible based on our budget size.
2. **Net Operating Income:** The LCVB Advisory Board, on recommendation from the Chamber Board in 2023, has committed to spending down our reserves over the course of three years (2024-2026) to roughly \$100,000. Maintaining this amount will compensate for potential lost lodging tax revenue for one year from one of our largest hotels, in the event of a catastrophe. We are budgeted to spend \$84,000 in reserves in 2025 and are planning on \$75,000 in 2026 as is noted with the net operating income deficit shown.

3. **Advertising Expenses:** The CVB budget for advertising, promotional and related items is \$263,635. Our 2026 budget reflects a 62% ratio in expenses directly correlated to advertising. Digital marketing, including video creation, continues to be a key marketing strategy.
4. **Personnel Expenses:** The 2026 budget reflects a 4% wage increase for the Director of Tourism. It also reflects the addition of a part-time contractor. This support was first budgeted in 2024; however, it was allocated under the R&D, Support and Hospitality line item, as it was not known at the time if the position would be an independent contractor or a Chamber employee. In 2025 it is allocated in the wages and corresponding GLs, but in 2026 it is under CVB Contract Person (other Line Items schedule).
5. **Travel:** In 2026 we plan to continue to attend trade shows and events at the level we have in 2025. We have allocated slightly less in the education conference and seminar bucket, as we plan to continue with the data and research allocation, as list in line item seven below.
6. **Data and Research:** Once again in 2026, \$24,000 has been allocated to data and research regarding tourism trends for markets of our size and structure. This research helps to ensure we are spending our dollars on the correct mediums and markets for the changing trends.
7. **Hospitality Education:** Once again in 2026, building on the success of the Heart of Hospitality programs in 2024 and 2025, we have allocated \$5,000 allocated to educate hotel owners, front-line workers and managers in our hospitality industry for the demands of current and future visitors.
8. **Hospitality Scholarship:** The LCVB Advisory Board approved a \$1,000 named scholarship, to be donated to the Lakeville Area Chamber Foundation, with the intent this is awarded to a Lakeville senior pursuing a career in hospitality and tourism.

Thank you for your continued support and excitement for the hospitality industry of Lakeville.

Sincerely,



Krista Jech
President
Lakeville Chamber of Commerce & Tourism

Cc: Justin Miller, City Administrator
Mike Budde, 2025 Chair, LCVB Advisory Board
Joe Masiarchin, City of Lakeville Director of Parks & Recreation, LCVB Treasurer
Jeanne Hutter, LCVB Director of Tourism
Matt Schaap, 2025 Chair, Lakeville Chamber Board of Directors

CVB BUDGET 2026 FINAL	2026 Budget	2025 Budget	2025 Thru 6/30
Interest Income	\$ 4,300.00	\$ 4,300.00	\$ 5,312.32
Lodging Tax	\$ 344,000.00	\$ 323,152.00	\$ 136,580.54
Misc/Other Revenue	\$ -	\$ -	\$ -
EMT Grants	\$ 5,000.00	\$ 10,000.00	\$ -
Grant Income (MN Marine MFG)	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 353,300.00	\$ 337,452.00	\$ 141,892.86
EXPENSES			
Simple IRA Employer Expenses	\$ 2,483.46	\$ 2,939.82	\$ 977.80
Payroll Tax Social Security	\$ 5,422.64	\$ 6,446.41	\$ 2,020.89
Payroll Tax Medicare	\$ 1,269.04	\$ 1,508.63	\$ 472.63
Payroll Tax FUTA	\$ 55.00	\$ 55.00	\$ -
Payroll Tax SUTA	\$ 443.16	\$ 526.82	\$ -
Health Insurance Stipend	\$ 3,930.00	\$ 3,930.00	\$ 1,637.50
Dental Insurance - Employer	\$ 840.00	\$ 840.00	\$ 340.15
Wages	\$ 82,781.84	\$ 97,993.94	\$ 33,165.80
Payroll Processing Expense	\$ 480.00	\$ 480.00	\$ 171.00
ACCE (Life, LTD, STD)	\$ 851.40	\$ -	\$ -
Paid Family Leave (starts Jan 2026)	\$ 364.32	\$ -	\$ -
Wages - Bonus	\$ -	\$ -	\$ -
Total Personnel Expenses	\$ 98,920.85	\$ 114,720.63	\$ 38,785.77
Accounting Fees	\$ 5,300.00	\$ 3,400.00	\$ 1,988.89
Advisory Board Mtgs/Exec Mtgs	\$ 2,500.00	\$ 2,500.00	\$ 534.35
Audit Expense (+990 filing)	\$ 12,000.00	\$ 10,000.00	\$ -
Bank Service Charges	\$ 100.00	\$ 100.00	\$ -
Chamber Management Fee 4%	\$ 13,760.00	\$ 12,926.08	\$ 4,434.29
Depreciation	\$ -	\$ -	\$ -
Insurance-Directors	\$ 450.00	\$ 450.00	\$ 400.00
Insurance-Workmans Com	\$ 325.00	\$ 300.00	\$ 305.80
Insurance-Buld & Contents	\$ -	\$ -	\$ -
Office Supplies -split w chamber	\$ 1,800.00	\$ 1,800.00	\$ 560.89
Rent	\$ 9,000.00	\$ 9,000.00	\$ 3,750.00
Supplies - CVB only	\$ 600.00	\$ 300.00	\$ 322.03
Telephone/Internet	\$ 1,200.00	\$ 1,620.00	\$ 566.39
Telephone - Cell	\$ 1,200.00	\$ 1,140.00	\$ 507.92
Contract Person	\$ 15,600.00	\$ -	\$ -
Total Operations Expenses	\$ 63,835.00	\$ 43,536.08	\$ 13,370.56
Computer Technology	\$ 600.00	\$ 1,950.00	\$ 172.73
Office Equipment	\$ -	\$ -	\$ -
Maintenance & Repairs	\$ -	\$ -	\$ -
Equipment Expense	\$ 600.00	\$ 1,950.00	\$ 172.73
Advertising -	\$ 197,790.00	\$ 202,740.00	\$ 102,294.86
Business Meetings	\$ 2,100.00	\$ 2,400.00	\$ 1,093.15
Contests awards gifts (Tourism Lunch)	\$ 1,800.00	\$ 1,800.00	\$ 1,321.14
Education /Seminars/Conferences	\$ 3,733.00	\$ 2,629.00	\$ 967.55
Event Sponsorships	\$ 2,680.00	\$ 1,680.00	\$ 339.07
Memberships	\$ 2,551.00	\$ 2,706.00	\$ 1,415.00
Postage & Shipping Expense	\$ 1,400.00	\$ 900.00	\$ 344.73
Printing (not included in advertising)	\$ 950.00	\$ 800.00	\$ 227.19
Community Relations (was PR)	\$ 1,700.00	\$ 1,400.00	\$ 1,418.67
Promotional Items	\$ 3,000.00	\$ 3,000.00	\$ 1,275.21
Tour/Planners FAMs	\$ 300.00	\$ 300.00	\$ -
Trade Show Expense	\$ 7,810.00	\$ 2,540.00	\$ 986.57
R&D, Hospitality Training	\$ 29,996.00	\$ 29,996.00	\$ 13,573.09
Travel	\$ 6,625.00	\$ 7,525.00	\$ 1,019.50
Web Site Hosting/Expenses	\$ 1,200.00	\$ 1,200.00	\$ -
Advertising Expenses	\$ 263,635.00	\$ 261,616.00	\$ 126,275.73
Total Expenses	\$ 428,490.85	\$ 421,822.71	\$ 178,604.79
NET INCOME/(LOSS)	\$ (75,190.85)	\$ (84,370.71)	\$ (36,711.93)
Advertising to total expense	62%	62%	71%

2024	2023	2022	2021	2020	2019	2018
\$ 5,888.67	\$ 5,783.98	\$ 485.83	\$ 433.86	\$ 733.39	\$ 513.26	\$ 451.83
\$ 326,499.16	\$ 326,975.31	\$ 329,823.98	\$ 257,164.56	\$ 162,389.64	\$ 249,851.65	\$ 246,144.71
\$ 769.01		\$ -	\$ -	\$ -		\$ -
\$ 10,000.00	\$ 1,000.00	\$ -	\$ 1,125.00	\$ 1,077.30	\$ -	\$ 5,217.00
	\$ 15,000.00	\$ 37,500.00	\$ -	\$ 14,000.00	\$ 6,793.00	
		\$ -	\$ 14,000.00	\$ 20,000.00		
\$ 343,156.84	\$ 348,759.29	\$ 367,809.81	\$ 272,723.42	\$ 198,200.33	\$ 257,157.91	\$ 251,813.54
2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actuals	2019 Actuals	2018 Actuals
\$ 2,291.44	\$ 2,093.10	\$ 2,138.26	\$ 2,189.24	\$ 2,270.34	\$ 2,049.59	\$ 2,050.29
\$ 4,822.60	\$ 4,504.39	\$ 4,353.63	\$ 4,544.94	\$ 4,627.64	\$ 4,392.52	\$ 4,237.27
\$ 1,147.84	\$ 1,053.42	\$ 976.86	\$ 1,063.00	\$ 1,082.31	\$ 1,020.22	\$ 990.99
\$ 59.22	\$ 42.00	\$ -	\$ 55.13	\$ 37.05	\$ -	\$ 42.00
\$ 88.04	\$ 69.56	\$ 98.44	\$ 23.79	\$ 57.24	\$ -	\$ 44.81
\$ 3,930.00	\$ 3,930.00	\$ 3,930.00	\$ 3,930.00	\$ 3,930.00	\$ 3,930.00	\$ 3,930.00
\$ 816.36	\$ 816.36	\$ 816.36	\$ 816.36	\$ 816.36	\$ 663.98	\$ 1,327.40
\$ 82,407.21	\$ 72,628.12	\$ 71,762.56	\$ 70,143.16	\$ 67,558.56	\$ 65,430.02	\$ 62,913.29
\$ 487.00	\$ 480.00	\$ 440.00	\$ 480.00	\$ 360.00	\$ 400.00	\$ 660.00
		\$ -	\$ -	\$ -	\$ 750.00	\$ -
\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
\$ 97,549.71	\$ 85,616.95	\$ 84,516.11	\$ 80,508.10	\$ 80,739.50	\$ 78,636.33	\$ 76,696.05
\$ 926.15	\$ 3,189.05	\$ 2,308.13	\$ 1,679.25	\$ 1,072.50	\$ 2,290.00	\$ 2,884.75
\$ 2,507.72	\$ 2,018.40	\$ 1,266.45	\$ 545.20	\$ 100.96	\$ 3,362.90	\$ 2,451.35
\$ 10,500.00	\$ 9,000.00	\$ 8,000.00	\$ 8,450.00	\$ 9,430.00	\$ 9,060.00	\$ 8,132.00
\$ -	\$ 74.69	\$ -	\$ -	\$ 288.35	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 448.55	\$ 614.47	\$ 1,093.81	\$ 165.91	\$ 8.33
\$ -	\$ 365.00	\$ 355.00	\$ 300.00	\$ 300.00	\$ 480.00	\$ 480.00
\$ 224.20	\$ 251.00	\$ 224.75	\$ 224.75	\$ 233.48	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,347.98	\$ 1,960.54	\$ 1,386.13	\$ 444.30	\$ 68.70	\$ 4,162.85	\$ 124.74
\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
\$ 439.32	\$ 288.68	\$ 43.21	\$ 187.75	\$ -	\$ -	\$ (646.45)
\$ 1,743.79	\$ 1,723.91	\$ 957.77	\$ 708.91	\$ 1,565.34	\$ 1,505.18	\$ 1,536.04
\$ 1,291.52	\$ 912.36	\$ 1,106.45	\$ 1,096.67	\$ 1,154.66	\$ 1,001.32	\$ 1,014.48
\$ 191.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16.07
\$ 41,010.79	\$ 41,901.70	\$ 38,289.40	\$ 33,013.15	\$ 30,803.39	\$ 40,919.20	\$ 34,887.64
\$ 2,889.20	\$ 2,004.44	\$ -	\$ 3,950.67	\$ 758.85	\$ -	\$ 916.29
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,691.80	
\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ -	
\$ 2,889.20	\$ 2,364.44	\$ -	\$ 4,000.00	\$ 758.85	\$ 1,691.80	\$ 916.29
\$ 217,607.44	\$ 171,123.84	\$ 129,282.82	\$ 113,498.54	\$ 73,508.09	\$ 91,415.11	\$ 89,145.74
\$ 2,233.15	\$ 2,029.77	\$ 1,396.78	\$ 841.78	\$ 1,490.98	\$ 3,725.25	\$ 4,953.60
\$ 2,027.45	\$ 1,603.67	\$ 671.82	\$ -	\$ -	\$ -	\$ 655.20
\$ 1,335.50	\$ 1,134.02	\$ 389.00	\$ 572.00	\$ 258.00	\$ 3,435.00	\$ 1,153.00
\$ 686.93	\$ 1,760.92	\$ 797.30	\$ 375.00	\$ -	\$ -	\$ 900.00
\$ 2,360.00	\$ 2,300.00	\$ 1,836.25	\$ 2,066.25	\$ 1,677.25	\$ 1,734.00	\$ 1,950.00
\$ 619.47	\$ 774.54	\$ 489.07	\$ 564.70	\$ 285.24	\$ 937.15	\$ 1,141.48
\$ 668.07	\$ 238.10	\$ 169.26	\$ -	\$ -	\$ 1,721.18	\$ 460.43
\$ 1,241.09	\$ 1,305.10	\$ 1,209.85	\$ 510.82	\$ 365.32	\$ -	\$ -
\$ 10,095.70	\$ 2,731.39	\$ 2,305.74	\$ 445.78	\$ 1,118.85	\$ 3,220.88	\$ 4,314.91
\$ -	\$ 32.70	\$ -	\$ -	\$ -	\$ -	\$ 6,571.38
\$ 2,494.60	\$ 1,745.12	\$ 1,950.12	\$ 772.72	\$ 1,251.88	\$ 5,964.58	\$ 2,065.08
\$ 30,814.78		\$ 1,950.12	\$ 772.72	\$ 1,251.88	\$ 5,964.58	
\$ 2,616.93	\$ 2,955.69	\$ 2,420.21	\$ 1,419.58	\$ 1,677.95	\$ 2,808.56	\$ 3,557.22
\$ 1,137.50	\$ 123.86	\$ 1,244.99	\$ 573.00	\$ 4,085.94	\$ 1,800.00	\$ 600.00
\$ 275,938.62	\$ 189,858.72	\$ 146,113.33	\$ 122,412.89	\$ 86,971.38	\$ 122,726.29	\$ 117,468.04
\$ 417,388.31	\$ 319,741.81	\$ 268,918.84	\$ 242,622.33	\$ 199,273.12	\$ 243,973.62	\$ 229,968.02
66%	59%	54%	50%	44%	50%	51%

2026 \$75k Budget Overspend: \$24,000 Zartico (data), \$15,000 (part-time contractor), \$1,000 (Foundation scholarship), \$29,000 (corporate marketing), \$6,000 (video/photo assets)



Date: 9/2/2025

Proposal for Professional Services with SRF Consulting for King Park Field #6 Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal for Professional Services with SRF Consulting for King Park Field #6 Improvements.

Overview

Discussions around the need for the installation of safety netting and backstop improvements on King Park fields #2, 4 and 6 began in late 2021. The addition of safety netting and backstops on these fields protects spectators and park visitors from stray and foul balls during baseball games. Funding for these safety improvements was approved as part of the 2022-2026 CIP, with enhancements on fields #2 and 4 being completed in late 2022.

The proposed safety improvements on Field #6 include:

- Construction of a retaining wall
- A new roof structure for the dugout
- Installation of 20' high chain link fencing along the first baseline
- Grading improvements at the infield/outfield edge
- Pedestrian accessibility improvements

SRF Consulting will provide design development, construction documents, bidding process oversight, and in-construction services as outlined in the attached proposal. The total cost of these services is \$34,940.00.

Supporting Information

1. Proposal for Professional Services with SRF Consulting
2. Site Map

Financial Impact: \$34,940.00 Budgeted: Yes Source: Park Dedication Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--



August 5, 2025

Joe Masiarchin
Parks and Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
jmasiarchin@lakevillemn.gov

Subject: Proposal for Professional Services for Field #6 Site Improvements
(King Park) Lakeville, MN

Dear Joe Masiarchin:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for preparation of design development and construction documents for improvements to Field #6 at King Park. Improvements will include construction of a retaining wall to support the first base dugout, a new roof structure for the dugout, installation of 20' high chain link fencing down the first base line from the backstop to infield edge, grading improvements at infield/outfield edge along the right field foul line, and pedestrian accessibility improvements.

Scope of Services

We propose to carry out the work as follows:

Task

Project Start-Up

- Attend project kick-off meeting with staff to review existing site base information/mapping, discuss design approach, and confirm project objectives and schedule.
 - Assemble available site base mapping information and review pertinent planning or design documents as they pertain to the intended park improvements.
 - Conduct an onsite review of the park property.
-

Design Development

- Prepare design development plan set including removals, site layout, grading, drainage, site electrical, landscaping, and turf establishment.
 - Prepare preliminary cost estimate for design development plan set.
 - Attend meeting (virtual) with staff to review design development plan set.
-

Construction Documents

- Based on feedback received from staff, prepare final construction documents and cost estimate

based on the approved design development plan set including plans, details, and technical specifications addressing removals, site layout, grading, drainage, site electrical, landscaping, and turf establishment. Big block concrete retaining wall will be delegated design completed by the contractor.

- Attend meeting with staff to review final construction documents and estimate.
- Prepare Stormwater Pollution Prevention Plan (SWPPP) and assist contractor with information required for NPDES permit application as needed.
- Provide digital copy of bidding documents to staff and post on Quest CDN.

Bidding

- Monitor contractor interest and provide response to contractor inquiries.
- Prepare and post addenda as needed.
- Attend bid opening
- Review bids for accuracy and prepare bid tabulation and abstract.
- Provide recommendation of contract award.

In-construction Services

- Attend pre-construction conference.
- Attend up to nine (9) progress meetings during construction (assumes 60 day construction period).
- Respond to contractor requests for information (RFI), review contractor submittals, and review pay applications.
- Facilitate final walk through and prepare punch list.
- Attend final review to confirm that all punch list items have been completed.

Assumptions

The City of Lakeville will provide the following materials that will contribute to the accuracy and level of detail of the final master plan. Items include:

- Available site survey and topographic mapping
- As-built plans, details, and drawings for related infrastructure such as roadways, trails, utilities, and other similar elements
- Host all meetings

Schedule

We will complete this work within a mutually agreed-upon time schedule. The prescribed tasks can be completed in about 120 days, contingent on meeting schedules.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$34,940, which includes both time and expenses. A breakdown of the design costs by task is below.

Task	Cost
Project Start-Up	\$2,520
Design Development	\$5,880
Construction Documents	\$10,760
Bidding	\$2,520
In-Construction Services	\$12,860
Direct Expenses	\$400
Total	\$34,940

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The Master Agreement for Professional Engineering Services executed between the City of Lakeville and SRF Consulting Group, Inc. and dated September 20, 2021, together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is twold@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Timothy Wold, PLA, ASLA
Senior Project Manager



Ken Grieshaber, PLA, ASLA
Project Director

TBW

Approved: City of Lakeville

Signature: _____
(Mayor, Luke M. Hellier)

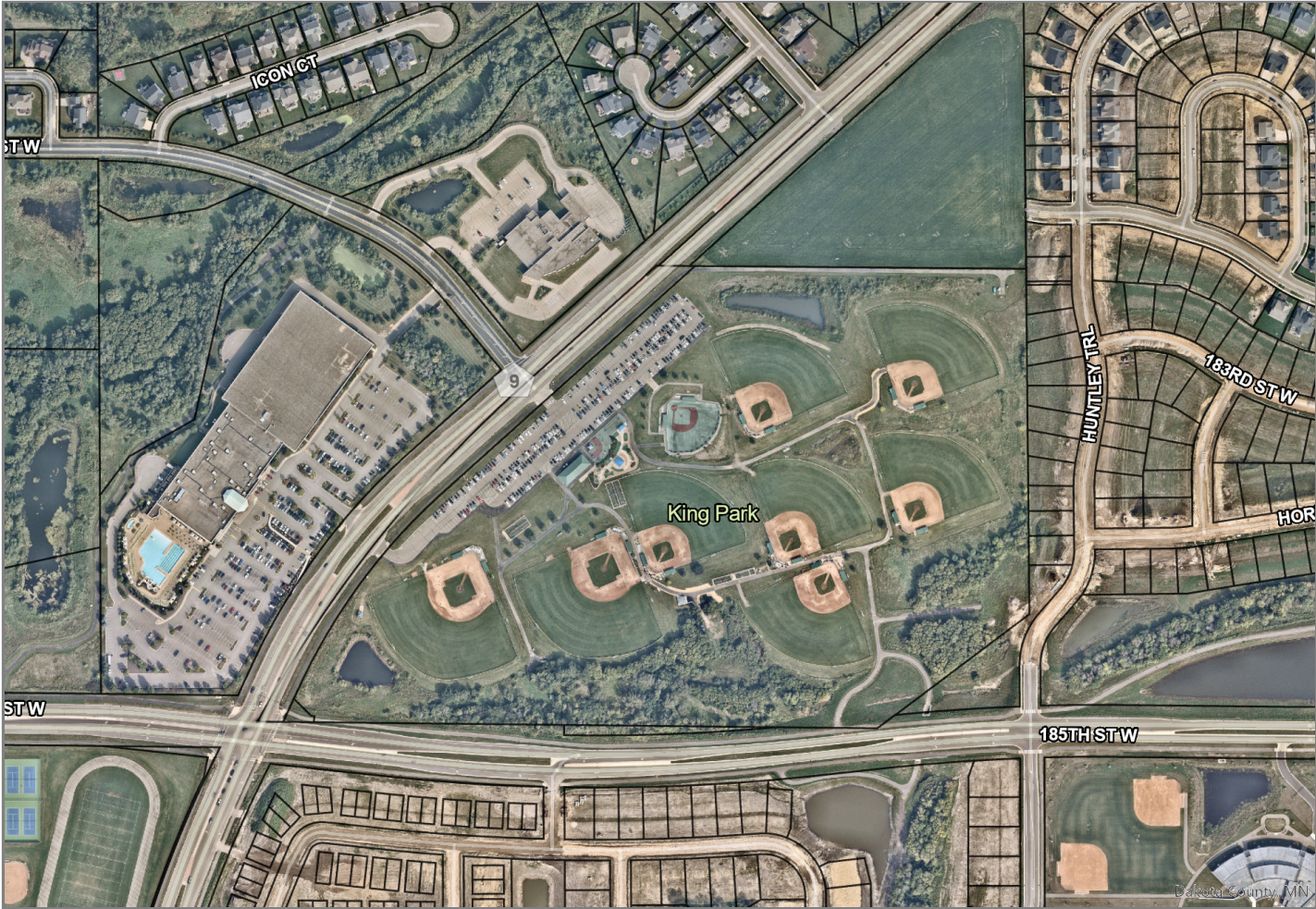
Signature: _____
(City Clerk, Ann Orlofsky)

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

18436.PP_King Park Field #6 Improvements_r080525.docx

Dakota County, MN



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 400 feet
8/25/2025



Date: 9/2/2025

Proposal for Professional Design Services with ISG for the Development of East Community Park Phase II

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal for Professional Design Services with ISG for the Development of East Community Park Phase II.

Overview

The development of East Community Park Phase II is the final park project to be completed as part of the 2021 Park Bond Referendum. Earlier this year, staff worked with ISG to develop two potential park concepts. These park concepts were shared with staff, the Parks, Recreation and Natural Resources Committee and neighborhoods adjacent to the park. Over 200 residents completed a community survey of the two proposed concepts, and Heritage Landing was the more popular.

Some of the amenities included in this concept are:

- Farmstead-themed play elements
- Nature play elements
- Four-season building with restrooms
- Community garden
- Kayak Launch and storage
- Connection to the woodland area and the existing side of the park

Staff is proposing to move forward with ISG on the next phases of the park construction, which are outlined in the attached proposal. The total cost of these services is \$220,775.00

Supporting Information

1. Proposal for Professional Design Services with ISG
2. ISG Agreement

Financial Impact: \$220,775.00 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

August 13, 2025

Joe Masiarchin

Parks & Recreation Director

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

952.985.4601
jmasiarchin@lakevillemn.gov

**RE: Professional Design Services Proposal for
East Community Park Phase 2**
Lakeville, Minnesota

ISG

Joe,

As the City of Lakeville looks to implement Phase 2 of East Community Park, I & S Group, Inc. (ISG) stands eager and ready to assist. We understand design will be guided by a \$3,125,000 project budget, the attached master plan developed by ISG, and the trail reconstruction and realignment of the segments in an attached exhibit.

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Kickoff Meeting

ISG will facilitate a kickoff meeting with the City to confirm our project understanding and the scope of work. Through this collaborative meeting we will establish the schedule and milestones, while also confirming your preferred communication methods to align ISG and the City around project tasks, goals, and deliverables.

Additional Survey

ISG will provide an additional topographic survey to locate existing elevations and topographic features, which will include the additional trail segments, proposed overlook, and proposed boardwalk crossings.

Level 2 Wetland Delineations

An on-site Level 2 wetland delineation for the two (2) boardwalk crossings on the south end of the park will be completed in accordance with procedures set forth by the U.S. Army Corps of Engineers 1987 Manual and 2010 Midwest Regional Supplement, and other applicable delineation procedures. The report will be prepared in accordance with the Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and Wetland Conservation Act (WCA) Local Governmental Units (LGU) in Minnesota, Version 2.0 (March 4, 2015). The investigation will be conducted by a Certified Wetland Professional and will entail data assemblage, precipitation analysis, field work, report preparation, Technical Evaluation Panel (TEP) submittal, and client representation.

Deliverables

- Wetland delineations within the survey limits
- Wetland delineation report

Geotechnical Testing

See attached proposal from Braun Intertec.

Deliverables

- One (1) geotechnical report

Design Development

Based on the master plan and confirmation of program elements, aesthetics, site layout, building layout, design details will be further developed. During this process, ISG will:

- Investigate building system and material options, equipment planning and placement, and opportunities to further incorporate custom design elements
- Evaluate building heating systems, including gas and electric
- Compile and present preliminary cutsheets for equipment, furniture, and lighting products
- Develop and provide design development documents for all disciplines

Deliverables

- Up to four (4) coordination and review meetings
- County review meeting
- 100% design development drawings
- Updated engineer's opinion of probable costs

Construction Documents

Upon receiving the appropriate approvals from the City of the design development documents, final design can commence. This phase will produce final construction documents for the proposed park elements. As part of this phase, ISG will:

- Develop final site construction documents
 - Existing conditions and removals plan
 - Stormwater management plan, including stormwater modeling, design plans, profiles, schedules, and details
 - Grading and drainage plans
 - Stormwater, sanitary, and water utilities plans
 - Site furnishing plan
 - Site and field lighting and photometrics plans
 - Site power plans
 - Site notes and details
- Refine final building floor plans, elevations, and material selections
- Provide a code analysis, code record plan, required plan review submittals, and any necessary responses to the local code official
- Develop final building construction documents including:
 - Architectural design, including floor plans and elevations
 - Structural engineering
 - Mechanical engineering
 - Electrical engineering
 - Technology design
 - Interior design

- Provide a final project manual, including incorporating any standard front-end specifications required by the City, and an updated opinion of probable costs to construct

Deliverables

- 60% construction documents package and review meeting with the City
- 90% construction documents package and review meeting with the City
- 100% construction documents package and review meeting with the City

Bidding Administration

ISG will provide the professional design services to prepare the bidding documents, including plans and specifications using QuestCDN. ISG will bid the project in-person with the City and coordinate the advertisement for bid and publications. ISG will respond to all contractor questions, issue addenda as needed, lead the bid opening, tabulate and review bids, and provide a letter of recommendation.

Permitting + Plan Review

ISG will provide a dedicated development services coordinator to provide streamlined coordination and navigation of the required permitting and approvals process. Initially, ISG will identify the authorities having jurisdiction (AHJs) and develop a permit matrix outlining the applicable permits and approvals based on the project scope.

Based on our preliminary due diligence, this proposal anticipates the following permits and plan reviews will be required:

- | | |
|--|--|
| • Site Plan Application | • Metropolitan Council |
| • Vermillion River Watershed District Permit | Environmental Services Sewer Availability Charge Determination |
| • City Grading Permit | • Minnesota National Pollutant Discharge Elimination System Construction Stormwater General Permit |
| • City Building Plan Review + Permit | |
| • Minnesota Department of Health Plan Review | |

Once preliminary due diligence has been confirmed, ISG will prepare and submit permit application materials, project narratives, and other supplemental information that may be required. ISG is also prepared to provide correspondence and representation on the City's behalf throughout the process.

This proposal includes preparation, travel, and attendance at a pre-submittal meeting. Attendance during additional meetings can be provided on an hourly time and materials (T+M) basis. ISG assumes:

- The site is zoned public/open space and suitable for proposed uses.
- Lakeville has a current plumbing plan delegation.
- Mechanical, electrical, and plumbing permits will be obtained by others.
- A sign permit will be obtained by others.

All fees associated with permits and plan reviews will be the responsibility of the City. If any payments are advanced by ISG on behalf of the City to expedite the approval process, these costs will be reimbursable and invoiced at cost plus 10%.

Construction Administration

ISG anticipates providing the following construction administration services for this project and proposes that this work will be invoiced on a T+M, not-to-exceed basis. This will allow the City to utilize ISG for site visits and other needs during the construction period, which is anticipated to be from April to December 2026.

Preconstruction

- Issue notice of award and notice to proceed
- Request and review payment and performance bonds
- Request and review contractor's Certificate of Insurance
- Request and review contractor's list of subcontractors
- Request and review initial construction schedule
- Request and review copy of safety programs
- Facilitate a pre-construction meeting with meeting minutes

Shop Drawings + Requests For Information (RFIs)

- Review and respond to all shop drawings and a second review of at most 20% of the submitted drawings
 - Anticipate 60 shop drawings
- Review and respond to all RFIs
 - Anticipate the project will have 20 RFIs
- Review and respond to all color selections in conjunction with the City
 - Coordinate mock-ups with regularly scheduled site visits

Construction Observation + Recurring Meetings

- Visit the site and participate in construction meetings every other week from May to December 2026
 - Assumes 20 regularly scheduled site visits and meeting minutes distributed

Special Inspections + Testing

- Review special inspection and testing reports provided by the geotechnical engineer
- *Note: Prior to construction commencing, ISG will facilitate obtaining special inspections and testing proposals.*

Change Orders, Proposal Requests, and Supplemental Instructions

- Execute change orders, proposal requests, and supplemental instructions for the project as anticipated or defined under the original work scope
 - Additional scope requested by the City are subject to additional fees
- Review contractor pricing and provide recommendations to the City

Pay Applications

- Review monthly pay applications submitted by the contractor for City review and payment
 - Assume up to eight (8) pay applications

Project Closeout

- Anticipate project closeout in December 2026
- Participate in the substantial completion punch list and provide the contractor a list of items to correct or complete
 - Assume the punch list for all practice groups will occur simultaneously
- Review the final completion punch list items and provide the certificate of substantial completion authorizing the City to occupy the site
- Participate in an 11-month warranty walkthrough

EXCLUSIONS

The following are excluded from this proposal:

- Irrigation plan outlining coverage areas and performance specifications for system design by the irrigation contractor

SCHEDULE

ISG anticipates completing the project following the below schedule. Prior to starting the work, ISG will confirm the schedule with the City.

Phase	Time Frame
Additional Survey, Level 2 Wetland Delineation, and Geotechnical Testing	Sep–Oct 2025
Design Development	Oct–Nov 2025
Construction Documents	Nov 2025–Feb 2026
Bidding	Mar 2026
Permitting + Plan Review	Nov 2025–Feb 2026
Construction	Apr–Dec 2026

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Phase	Cost
Design Development	\$96,732
Construction Documents	\$124,043
Design Total	\$220,775
Bidding Administration	\$8,100
Permitting + Plan Review	T+M, Estimated \$7,500
Construction Administration	T+M, Estimated \$81,854
Additional Survey, Level 2 Wetland Delineation, and Geotechnical Testing	\$36,850

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG's compensation does not include sales or use taxes. Additional information can be found in our General Terms and Conditions.

bit.ly/termsconditions_isg



ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Lakeville. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Jay Lotthammer
Development Strategist

Amanda Prosser, PLA, CLARB
Vice President, Sports + Recreation

ATTACHMENTS

- Trail Segments For Additional Survey + Improvements
- Braun Intertec Geotechnical Testing Proposal
- July 2025 Conceptual Design Package

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the effective date.

CITY OF LAKEVILLE

Luke Hellier, Mayor

Ann Orlofsky, City Clerk

CONTRACTOR

By _____
Amanda Prosser, PLA, CLARB [print name]
Its Vice President, Sports + Recreation [title]

ATTACHMENT: TRAIL SEGMENTS FOR ADDITIONAL SURVEY + IMPROVEMENTS



Green is marked for reconstruction, and sections marked in red are for realignment. These sections will need either elevation changes or realignment due to trail radius requirements.

August 6, 2025

Proposal QTB219923

Alina El Tamimi

ISG, Inc.

6465 Wayzata Blvd, Suite 970
Minneapolis, MN 55426

Re: Proposal for a Geotechnical Evaluation
East Community Park Improvement
16700 Pilot Knob Road
Lakeville, Minnesota

Dear Ms. Tamimi:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for East Community Park Improvement project at the referenced site.

Project Information

Per the email request dated August 1, 2025, we understand the City of Lakeville (city) is planning improvements to East Lake Community Park (16700 Pilot Knob Road) to enhance recreational opportunities and community gathering spaces. Proposed features include a four-season community building, multi-use open lawn areas, trail connections, a kayak launch, a fishing dock, and accessible boardwalks. The park will also incorporate elements such as a dog park, play areas, picnic spaces, parking areas, and green infrastructures. At this time of this proposal, a finalized site plan was not available.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the design and construction of the proposed park improvements.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Site Access

Based on aerial photographs, it appears that the site is accessible to all-terrain vehicle (ATV) drill rig with the exception of several borings located within heavily wooded areas. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, or grading of navigable paths to access the boring locations. Borings located within heavily wooded areas will be offset as close as practical to accessible areas.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility. Several of the proposed boring locations appear to be within wooded areas, therefore it is likely those borings will need to be shifted from the proposed locations.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by ISG, Inc., and obtain surface elevations at those locations using GPS technology. In order to link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill eighteen (18) standard penetration test (SPT) borings for the project to depths ranging from approximately 15 to 35 feet below existing grade. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

The figure below shows an illustration of the proposed boring locations provided to us.



Figure 1. Proposed Boring Locations

Figure provided by ISG, Inc., dated August 1, 2025.

Table 1 provides a summary of the proposed boring depths. In addition to the requested scope, we propose to extend Borings SB-14 and SB-15 to a depth of 35 feet, as these locations are anticipated to support dock structures where an intermediate foundation system such as helical piles may be needed.

Table 1. Summary of Proposed Boring Depths

Borings	Type	Quantity	Depth (ft)
SB-1, SB-2, SB-5, SB-6, SB-9, SB-12, SB-16, SB-17, SB-18	SPT	9	14 1/2
SB-3, SB-4, SB-7, SB-8, SB-9, SB-10, SB-13, SB-14, SB-15	SPT	7	25
SB-14, SB-15	SPT	2	35
Total		18	372

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.



Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. The boreholes will then be backfilled immediately following completion of the soil borings.

MDH Sealing Record

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the MDH by mail a “Sealing Notification Form”, and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 245 linear feet of the boreholes with grout.

Our lump sum fee includes those fees associated with the sealing.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for releveling after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	ASTM Test Method	Purpose
Moisture content	D2216	Soil classification, moisture condition, and engineering properties
Percent passing #200 sieve	D1140	Soil classification, and evaluate frost susceptibility
Organic content	D2974	Evaluate suitability of soils for reuse



We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of the proposed park improvements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization.
- Field exploration – 3 to 4 days on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 2 weeks after completion of field exploration.
- Report submittal – within 3 weeks after completion of field exploration or by the end of October, whichever occurs first.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.



Fees

We will furnish the services described in this proposal for a lump sum fee of **\$24,700**.

Table 3 provides a breakdown of the proposed fees.

Table 3. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$ 1,600
Drilling	\$ 15,200
Laboratory Testing	\$ 2,300
Coordination, Engineering Analysis, and Report	\$ 5,600
Total	\$ 24,700

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 (rjett@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Richard S. Jett, PE
Senior Engineer

Ryan M. Benson, PE
Director, Principal Engineer

Attachments:
General Conditions (11/04/2024)
MDH Notification Form

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



Minnesota Department of Health Well Sealing Notification Form

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

Project Name: East Community Park Improvement
Site Address: 16700 Pilot Knob Road
Lakeville, Minnesota

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS

Send notification form and payment (check, money order, or credit card information) to:

Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.

Well Management Section Fax Number: (651) 201-4599.

Minnesota Unique Well No. or W-series No.
(Leave blank if not known)

Minnesota Well and Boring Sealing No.

H

Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date _____

Print Cardholder Name _____

☐ Well Sealing Notification (269) Check Box If:
Check Well Type: ☐ Well is Multiple Cased
☐ Larger than 8-inch Inside Diameter
☐ Water-Supply Well ☐ Monitoring Well ☐ Other _____

Card Number _____

3-Digit Security Code
(Printed on back side of card.) _____

Authorized Signature _____

WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) 1/4 1/4 1/4		
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number ()		
	Well Owner Street Address				City	State	Zip Code	
	Well Owner Signature					Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.	

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Placeholder graphic—will be replaced with the final master plan when available.



EAST COMMUNITY PARK

CONCEPTUAL DESIGN PACKAGE

LAKEVILLE, MINNESOTA
JULY, 2025



ISG

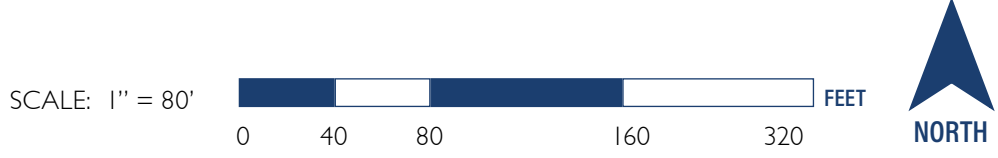
This plan, undertaken by ISG in 2025 was prepared exclusively for Lakeville, Minnesota

All content © ISG 2025

EXISTING CONDITIONS + OPPORTUNITIES



- EXISTING MULTI-USE TRAILS
- EXISTING NATURE TRAIL
- VEHICULAR ENTRANCE
- PEDESTRIAN CONNECTIONS
- POTENTIAL TRAIL CONNECTIONS THROUGH WOODLAND AREAS
- NOTABLE VIEWS
- POTENTIAL WATER ACCESS
- EXISTING BASIN
- FLOOD ELEVATION
- EXISTING CREEK
- EXISTING LIGHTING



Architecture + Engineering + Environmental + Planning

EAST COMMUNITY PARK
LAKEVILLE, MINNESOTA - JULY 2025
ISG PROJECT NO. 25-32638

ISGInc.com

CONCEPT B

HERITAGE LANDING

HISTORIC LEARNING AND RECREATION

INSPIRATION



INSPIRATION



DESIGN HIGHLIGHTS

1. TRAILHEAD BUILDING PLACEMENT IS CLOSER TO THE EXISTING PARK

1. INCORPORATES DAKOTA COUNTY FARM'S HISTORY INTO LEARNING AND DESIGN OPPORTUNITIES

2. FARMSTEAD THEMED PLAY AREA THAT CONNECTS TO THE EXISTING PLAYGROUND

3. GENEROUSLY SIZED DOG PARK WITH FENCED WOODLAND AREAS

CELEBRATES LOCAL HERITAGE THROUGH INTERPRATIVE SIGNAGE & DESIGN AESTHETIC

CONCEPT B - SITE PLAN

HERITAGE LANDING

HISTORIC LEARNING AND RECREATION



LEGEND

- 1 FOUR-SEASON BUILDING
- 2 COUNTY TRAIL-HEAD NOOK
 - » Drinking Fountain
 - » Seating
 - » Bike Racks & Bike Fix-it Station
- 3 COMMUNITY PLAZA
- 4 LOG SEATING
- 5 10' CONCRETE WALK
- 6 10' BITUMINOUS WALK
- 7 COMMUNITY GARDEN
- 8 PARKING (+50 STALLS)
 - » Space for Food Trucks
 - » Green Infrastructure
- 9 DOG PARK
 - » Specialty Fencing
 - » Farmstead Themed Play
 - » Fenced Area for Smaller Dogs
- 10 FARMSTEAD THEMED PLAY
- 11 NATURE PLAY
- 12 FLEXIBLE MULTI-USE FIELD
 - » Open Lawn
 - » Space for a Soccer Practice Field
- 13 OVERLOOK
- 14 FISHING DOCK
- 15 KAYAK LAUNCH + STORAGE
- 16 BOARDWALK
- 17 VEGETATIVE BUFFER
- 18 GREEN INFRASTRUCTURE
- 19 CONNECTION TO WOODLAND AREA

- TURF
- SHORT PRAIRIE MIX
- WAYFINDING SIGNAGE
- NATIVE RESTORATION
- INTERPRETIVE SIGNAGE
- LIGHTING



Architecture + Engineering + Environmental + Planning

EAST COMMUNITY PARK
LAKEVILLE, MINNESOTA - JULY 2025
ISG PROJECT NO. 25-32638

ISGInc.com

8

PRECEDENT IMAGERY HERITAGE LANDING

PLAZA



LOG SEATING



COMMUNITY GARDEN



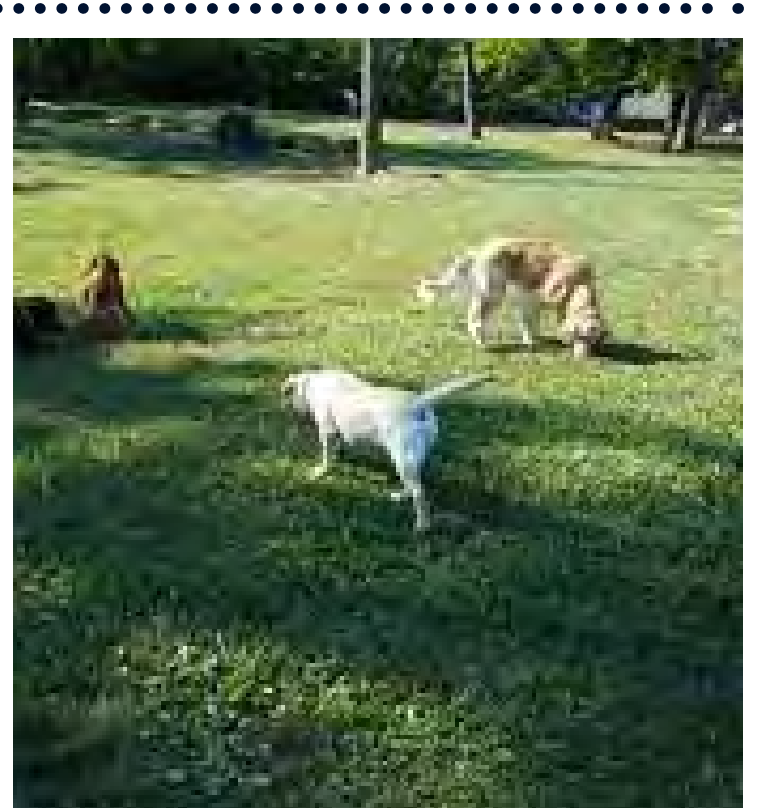
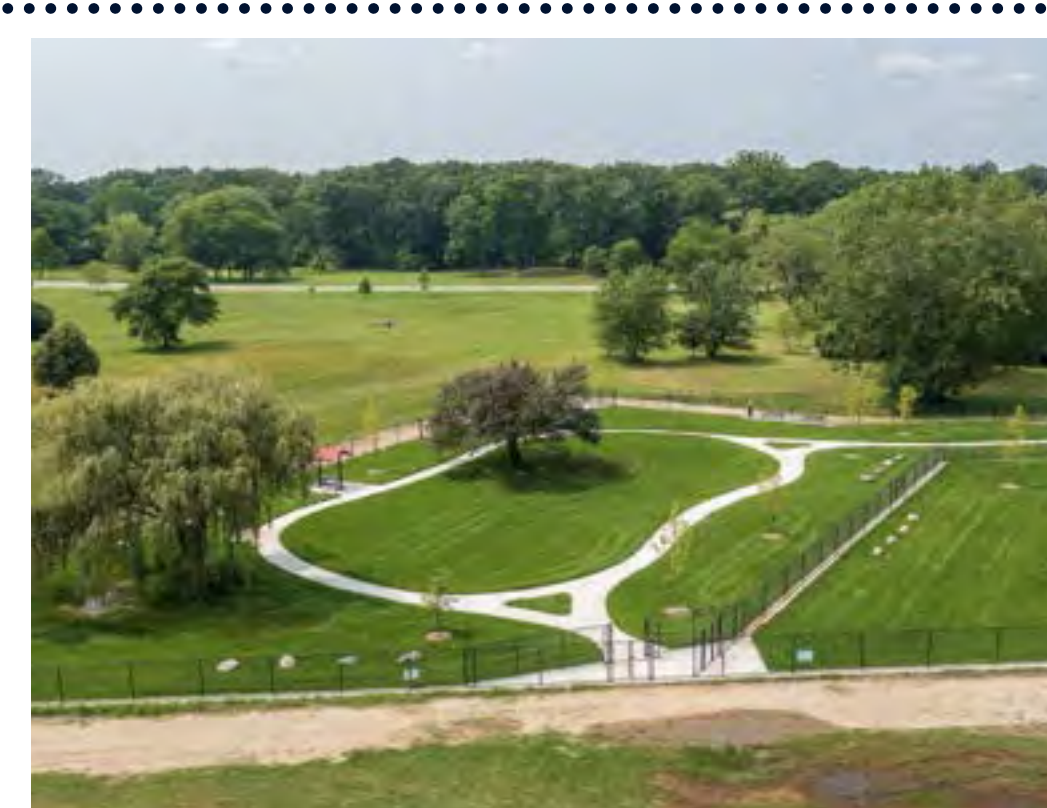
PIERS + KAYAK LAUNCH



FARMSTEAD THEMED PLAY



DOG PARK



INTERPRETIVE SIGNAGE



GREEN INFRASTRUCTURE



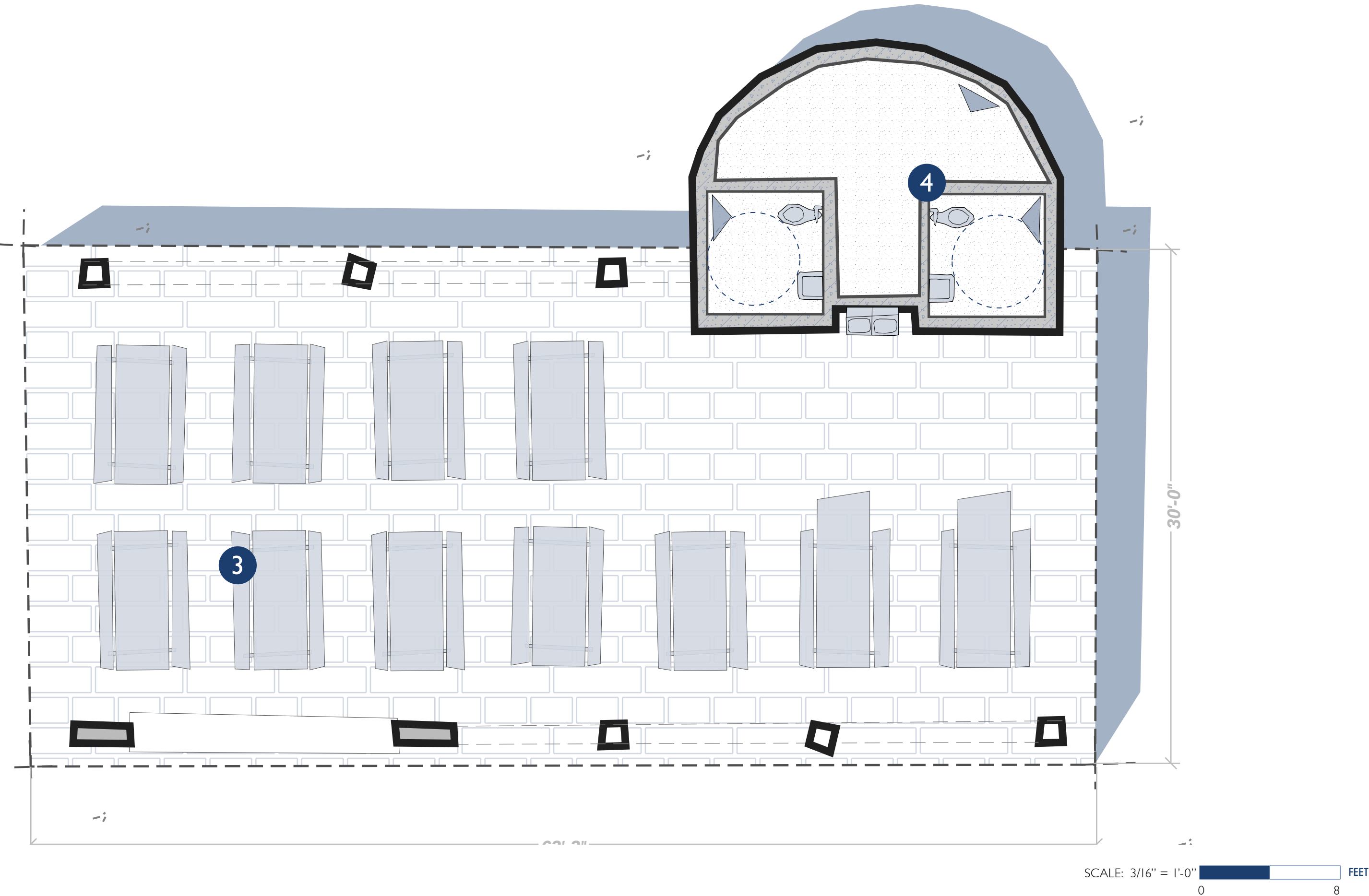
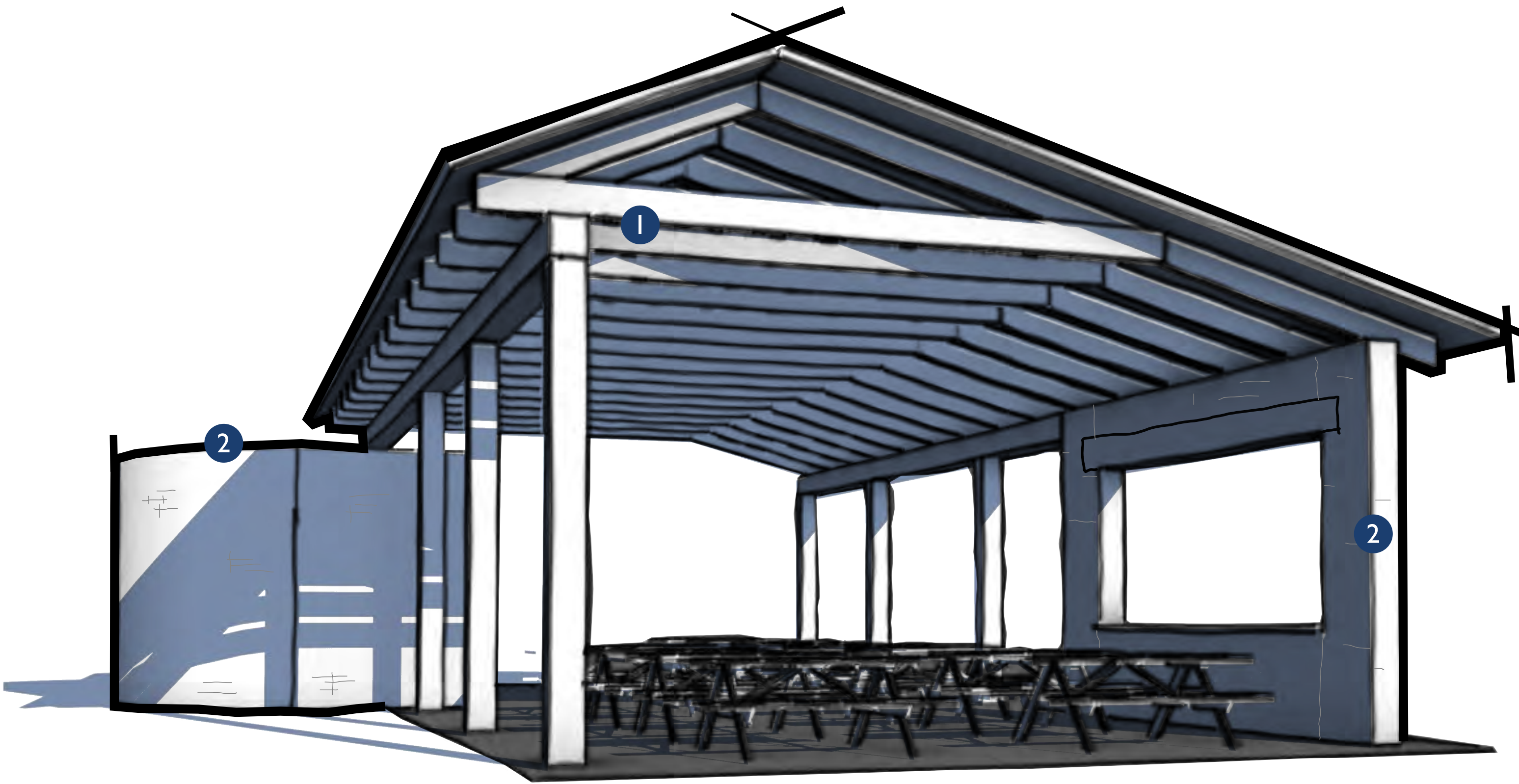
NATURE PLAY



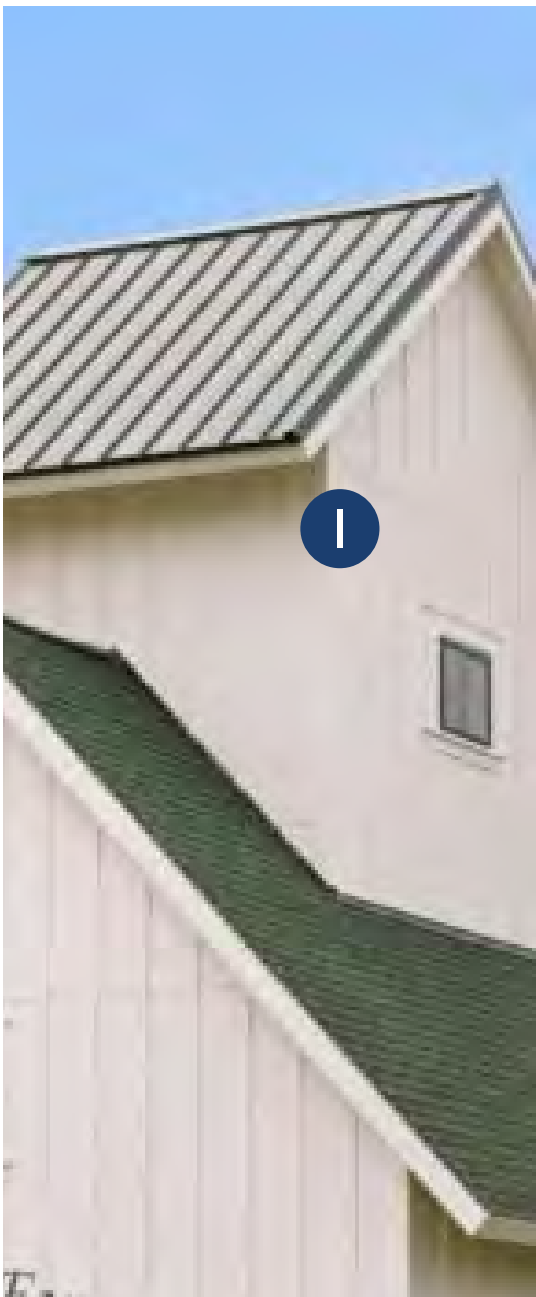
CONCEPT B - BUILDING HERITAGE LANDING

HISTORIC LEARNING AND RECREATION

BUILDING CONCEPT



MATERIAL INSPIRATION



DESIGN HIGHLIGHTS

1. AGRARIAN INSPIRED ROOF PROFILE
2. TRADITIONAL LOOK OF GLAZED CLAY TILE + STACKED LEDGESTONE
3. SEATING COUNT SHOWN — 66
4. 100SF INTEGRATED STORAGE AREA



CELEBRATES LOCAL HERITAGE THROUGH INTERPRATIVE SIGNAGE & DESIGN AESTHETIC



Architecture + Engineering + Environmental + Planning

EAST COMMUNITY PARK
LAKEVILLE, MINNESOTA - JULY 2025
ISG PROJECT NO. 25-32638

ISGInc.com

10

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 2nd day of September, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **I & S Group, Inc.**, a multi-disciplinary firm ("Consultant").

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

1. CONTRACT DOCUMENTS. The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement;
- B. Consultant's Proposal dated August 13, 2025 ("Proposal").

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. Contract Document "A" has the first priority and Contract Document "C" has the last priority.

2. SCOPE OF SERVICES. The City retains Consultant to provide commissioning authority services as provided in the Contract Documents. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Contract Documents with a final completion date of December 2026.

3. COMPENSATION. Consultant shall be paid two hundred twenty thousand, seven hundred seventy-five dollars and no/100 Dollars (\$220,775) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. Optional additional services for Bid Administration, Permit and Plan Review, Construction Administration and Additional Survey, Level 2 Wetland Delineation and Geotechnical Testing for one hundred thirty-four thousand, three hundred four dollars and no/100 Dollars (\$134,304) was also included. The City will normally pay an invoice within 35 days of receipt.

4. 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.

5. DOCUMENTS. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing activities.

6. 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.

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

8. 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, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

9. INSURANCE. Prior to the start of the project, Consultant shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Consultant 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 Consultant 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 Consultant 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

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

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

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

Professional/Technical (Errors and Omissions) Liability Insurance

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

\$1,000,000 – per claim or event
\$2,000,000 – annual aggregate

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

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

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

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

Consultant'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 Consultant's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

10. 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.

11. SUBCONTRACTORS. With the exception of the individuals identified in the Proposal, 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 Statutes §471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors 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 subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

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

13. 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.

14. 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.

15. 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.

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

17. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, 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, 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.

18. RECORDS. Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

19. AUDIT DISCLOSURE AND DATA PRACTICES. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other

parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

20. NON-DISCRIMINATION. The Consultant agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Consultant will include a similar provision in all subcontracts entered into for performance of this Agreement.

21. TERMINATION OF THE AGREEMENT. The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

22. 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: Joe Masiarchin

CONSULTANT:
ISG Inc.
6465 Wayzata Boulevard, Suite 970
St. Louis Park, MN 55426
Attention: Amanda Prosser

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

[Remainder of page intentionally left blank]
[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

ISG INC.

BY: Amanda Prosser 

Print Name: Amanda Prosser

ITS: Vice President, Sports + Recreation



Date: 9/2/2025

Facility Use Agreement Between the Lakeville Area Historical Society (LAHS) and City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Facility Use Agreement Between the Lakeville Historical Society (LAHS) and City of Lakeville.

Overview

The LAHS is a volunteer group that utilizes a designated space at the Heritage Center. Staff liaisons and leadership from LAHS have met to review their facility needs and draft the attached agreement. The agreement outlines the relationship between the City and LAHS and their usage of the Heritage Center. The agreement provides clear guidelines and expectations for both City staff and LAHS, which will be beneficial to both parties. The agreement will be reviewed and renewed annually.

Supporting Information

1. Agreement with the Lakeville Historical Society

Financial Impact: \$NA Budgeted: No Source: NA Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Susan Johnson, Recreation Manager

FACILITY USE AGREEMENT

FACILITY USE AGREEMENT (“Agreement”) made this 2nd day of September 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and the **LAKEVILLE AREA HISTORICAL SOCIETY**, a Minnesota non-profit corporation (“LAHS”).

RECITALS

- A. The City owns and operates the Heritage Center located at 20110 Holyoke Ave., Lakeville, MN 55044.
- B. LAHS uses portions of the Heritage Center for its programs and a historical museum.
- C. The parties desire to enter into this Agreement to provide terms and conditions related to the LAHS’s use of the Heritage Center.
- D. The Heritage Center concept was conceived by Wally Potter. Wally was instrumental in getting this very controversial project approved by the City Council. He was also very instrumental in fund raising, construction, donations, and volunteer recruitment and supervision.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LAHS USE, PAYMENTS AND FEES

- A. LAHS is allowed use of the designated area within the Heritage Center, as depicted in Exhibit A attached hereto (“Designated Area”) for no fee.
- B. LAHS volunteers, staff and visitors will have access and use of all common areas, including restrooms, at no cost, which common areas are depicted on Exhibit A (“Common Areas”). The Lakeville Area Historical Society will have the use of the conference room as depicted in Exhibit A (“Conference Room”), at no cost, depending on availability at the time of the request, as determined by the City.
- C. LAHS agrees to pay room usage fees for use of any other areas of the Heritage Center other than the Designated Area or Common Areas.
- D. The City will be responsible for all costs related to utilities, internet connectivity, copy machine, custodial services, maintenance of commons areas, maintenance, repair and replacement of the facility including but not limited to electrical, plumbing, HVAC, light bulbs, maintenance, repairs and replacement of the roof and other structural elements of the building. LAHS is not responsible for the cost delineated in this section.

2. OWNERSHIP

A. The Heritage Center and any improvements within the building will remain, at all times, in the sole possession, ownership and control of the City.

B. No interest in real estate is being created by the City on behalf of LAHS under the terms of this Agreement. The City is not transferring control of the Heritage Center by entering into this Agreement.

3. FACILITY RESERVATIONS

A. Designated Representative. LAHS shall appoint a designated representative to manage overall scheduling of their programs and events at the Heritage Center. The designated representative will be responsible for submitting requests to the City's Recreation Program Coordinator for any use outside its Designated Area or outside of normal facility hours.

B. Reservations. Reservations of Heritage Center space by LAHS for Events are subject to the following:

1. LAHS reservations outside of Designated Areas will be granted if space is available, the building is staffed and the requested use is suitable for the building.
2. Submittal by LAHS of building requests does not grant a permit or confirmation to conduct an LAHS event at the Heritage Center.
3. All requests for LAHS events must be made at least 30 days in advance of an event.
4. Facility permits issued by the City for LAHS events are not transferable or assignable.
5. LAHS must promptly notify Heritage Center staff and receive approval by the City of any schedule changes, to allow other users to reserve rooms not used by LAHS.
6. A facility permit issued by the City does not grant LAHS with any property rights to the Heritage Center including but not limited to any possessory rights or rights to restrict access and use of any member of the general public on within the Heritage Center.

4. MUSEUM

A. LAHS shall be responsible for the operation and maintenance of the LAHS museum as depicted on Exhibit A ("Museum").

B. LAHS is responsible for communicating any changes in Museum hours to the City's Recreation Program Coordinator or their designee

C. Museum will not be open and available to visitors unless a LAHS Board Member or authorized LAHS non-board member is in attendance.

D. LAHS will notify the City's Recreation Program Coordinator a minimum of 14 days prior to being open during non-normal Heritage Center business hours.

E. LAHS will cooperate with the City's Recreation Program Coordinator regarding management and control of Museum visitors. The LAHS will provide adequate staffing to ensure visitors do not access areas of the Heritage Center other than the Designated Areas and Common Areas.

5. DAMAGE

A. LAHS shall be responsible for damage to the Heritage Center by any of its officers, members, staff, guests, or invitees.

6. VEHICLES/PARKING

A. LAHS will not park any vehicles overnight in the Heritage Center lot without permission from City staff.

7. IMPROVEMENTS.

A. LAHS shall not make any exterior or structural alterations or any non-structural interior alterations to fixtures, walls or other physical structures in the Heritage Center without first obtaining the written consent by the City. Any alterations to fixtures or structure must comply with all applicable government laws and regulations.

B. LAHS may add equipment, inventory, shelving, showcases, artifacts or other personal property within the Designated Area, unless there are issues which may affect safety or health.

C. LAHS agrees not to permit to be created or to remain undischarged any lien, encumbrance or charge arising in whole or in part out of any work or work claim of any contractor, mechanic, laborer or material supplied by a vendor to the LAHS which might be or become a lien or encumbrance upon the property.

8. SIGNAGE. LAHS signage and message screens in common areas must be approved by the City prior to installation.

9. MISCELLANEOUS.

A. Access to the Heritage Center may only be provided by the Lakeville Parks and Recreation Department. LAHS may not allow others to use LAHS access to the Heritage Center.

B. LAHS Board Officers (President, Vice President, Treasurer and Secretary) will be provided external and internal access to the Designated Areas of the Heritage Center. This may include times when the Heritage Center is not open to the public.

C. LAHS Board will be provided internal access to the Designated Area of the Heritage Center during normal business hours.

D. LAHS will use due care to ensure the Heritage Center is secure when used by LAHS during non-normal business hours.

E. Throughout the term this Agreement, LAHS shall maintain commercial general liability insurance in form and substance reasonably satisfactory to the City and with an insurer licensed to do business in the State of Minnesota, with a minimum per occurrence limit of liability of One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate, providing coverage for bodily injury and property damage. The City shall be named as additional insureds and such insurance shall be primary coverage without right of contribution from similar insurance maintained by the City. LAHS shall also be required to maintain, at its own expense, insurance covering the LAHS' personal property, supplies and equipment, in an amount equal to the replacement cost thereof and automobile insurance for all automobiles owned by the LAHS. LAHS shall provide the City with certificates of insurance evidencing the required insurance policies to be carried by LAHS hereunder upon request by the City.

F. The City will be responsible for trash removal and stocking the paper towel dispenser in Designated Area.

10. NOTICES. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail, and addressed to the address of the intended recipients at the following addresses:

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

TO LAHS: Lakeville Area Historical Society
 20195 Holyoke Avenue
 Lakeville, MN 55044
 Attn: President

Either party may change its address by giving notice in writing stating its new address to the other party.

11. COMPLIANCE WITH LAWS. LAHS shall comply with all federal, state and local laws and City policies in connection with its use of the Heritage Center as provided under this Agreement.

12. INDEMNIFICATION.

A. LAHS shall defend, indemnify and hold harmless the City, its employees, agents, contractors and invitees against all claims, demands, causes of action, fines penalties, damages (including consequential damages), losses, liabilities, judgments, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to or loss of property, occurring on or about the Heritage Center, arising from LAHS's operations on the Heritage Center property, or any acts, omissions, or negligence of LAHS or LAHS's officers, agents, members, employees, volunteers, invitees, or visitors.

B. LAHS, as a material part of the consideration to be rendered to the City under this Agreement, hereby waives all claims against the City for damage or loss to any goods, wares, equipment, trade fixtures or merchandise, in upon or about the Designated Areas caused by theft, burglary, fire, water, gas, electricity or any other cause whatsoever arising at any time. LAHS will defend, indemnify and hold the City harmless from any liability, claim or expense for any damage or injury to any person, or to any equipment or trade fixtures, or the goods, wares merchandise of any person, arising from the use of the Heritage Center.

13. ASSIGNABILITY. The rights and obligations of LAHS under this Agreement shall not be assignable or transferable

14. AUDITS. Under Minnesota Statutes § 16C.05, subdivision 5, LAHS's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

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

16. MODIFICATIONS/AMENDMENTS. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the City and LAHS.

17. WAIVER. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

18. GOVERNING LAW. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota.

19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

20. TERM; TERMINATION.

A. The term of this Agreement shall be for one year commencing August 19, 2025 and terminating on December 31, 2025. Thereafter, the Agreement shall be renewed annually for a one-year period. If the City does not act and give notice sixty (60) days prior to the renewal date, the Agreement shall be automatically extended for another year commencing January 1st and from year to year thereafter, under its existing terms, unless and until the City gives notice of a non-extension.

B. This Agreement will terminate upon:

- (1) a material breach by a party upon 30 days' notice of the non-defaulting party;
- (2) dissolution of LAHS or abandonment of the use of the Heritage Center by LAHS;
- (3) 90 days following notice by the City to LAHS of its intent to terminate the Agreement; or
- (4) the Designated Area becomes uninhabitable, as determined by the City.

21. ENTIRE AGREEMENT. This Agreement, and any documents referenced or incorporated herein, represent the entire integrated agreement between LAHS and the City and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

THIS AGREEMENT executed by the parties hereto the day and year first above written.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

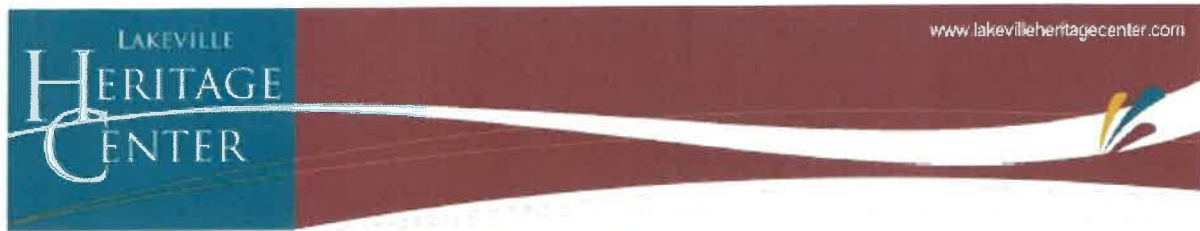
**LAKEVILLE AREA HISTORICAL
SOCIETY**

By: 

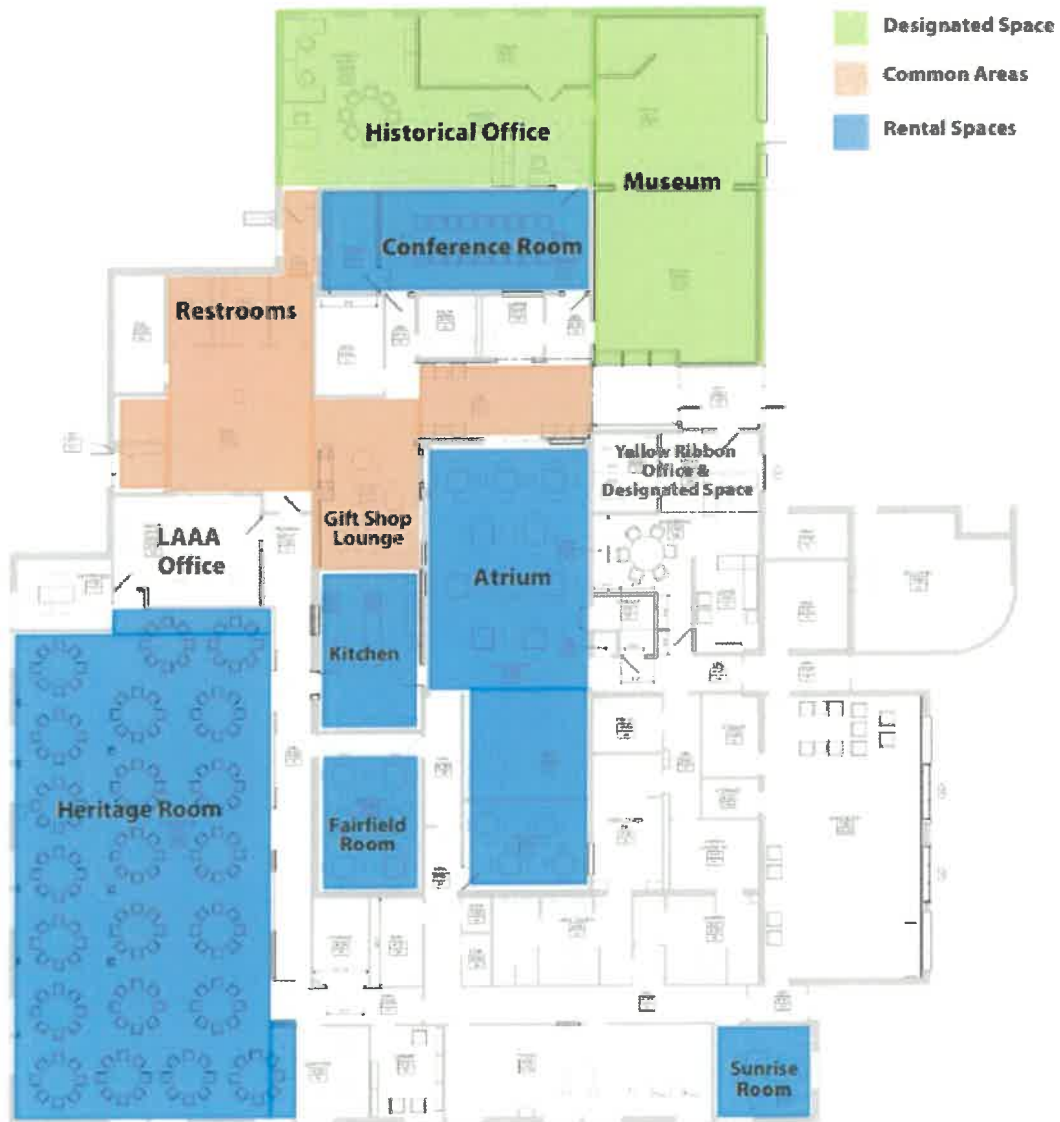
Name: DENNIS FELLOR

Its: PRESIDENT

EXHIBIT A



Facility Layout





Date: 9/2/2025

Resolution Supporting Dakota County's Application for Funding Through the Minnesota Highway Freight Program for the Interstate 35 Transportation Safety and Community Access Improvements at Dakota County State Aid Highway 5/50

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution supporting Dakota County's application for funding through the Minnesota Highway Freight Program for Interstate 35 Transportation Safety and Community Access Improvements at Dakota County State Aid Highway 5/50, City Project 26-05.

Overview

The Minnesota Department of Transportation issued a notice of funding opportunity for the Minnesota Highway Freight Program (MHFP) for transportation infrastructure projects that benefit freight movement, safety, intermodal connections or efficiency across modes. The federal funding was made available by the creation of the National Highway Freight Program (NHFP) in the Fixing America's Surface Transportation (FAST) Act, and continued federal funding made available through the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law "BIL") through 2026. Up to \$51.2 million of federal funding is projected to be available with this solicitation (or \$25.6 million for each state fiscal year of 2029 and 2030), based on a continuation of the program. The deadline for Fiscal Year 2029-2030 MHFP applications is September 3, 2025. Projects will be selected in January 2026.

The Interstate 35 Transportation Safety and Community Access Improvements at Dakota County State Aid Highway 5/50 project is identified as a City Legislative Priority. A City Council resolution certifying project support is a requirement of Dakota County's application.

Supporting Information

1. 2025.09.02 Resolution of Support

Financial Impact: N/A Budgeted: Yes Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Zach Johnson, City Engineer
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-

**Resolution Supporting Dakota County's Application for Funding Through the
Minnesota Highway Freight Program in Fiscal Years 2029 through 2030 for the
Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area
Improvements**

WHEREAS, the Minnesota Department of Transportation issued a notice of funding opportunity for the Minnesota Highway Freight Program (MHFP) for Fiscal Years 2029 through 2030; and

WHEREAS, the MHFP provides federal funding for construction projects that provide measurable freight transportation benefits across modes, including projects that connect highways, railroads, ports, waterways and airports, and are targeted toward projects that improve freight safety, freight mobility, freight sustainable supply chains or improve first and last mile connection access to freight facilities; and

WHEREAS, funding for the MHFP program is provided by the Infrastructure Investment and Jobs Act through 2026 and the \$51.2 million in federal funding identified in 2029 and 2030 are projections based on a continuation of the program; and

WHEREAS, Dakota County, with support from the City of Lakeville, is applying for funding for the Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area Improvements, including transportation safety and community access improvements; and

WHEREAS, Dakota County is requesting \$10,000,000 in MHFP funding; and

WHEREAS, Dakota County secured \$5,040,000 in federal funding in the Fiscal Year 2023 federal budget to complete planning, design, and environmental analyses to ensure the project is shovel-ready and support efforts to explore funding options and leverage bonding/grant opportunities at the federal, state, and regional levels; and

WHEREAS, to demonstrate local support and community consensus for the project, the City of Lakeville is submitting this Resolution of Support; and

WHEREAS, the project will advance public safety initiatives, bolster the success of the local, regional, state, and national economy, and strengthen citizens' quality of life; and

WHEREAS, the project will help to improve regional highway and bridge performance and enhance interstate commerce of this Tier 1 regional freight corridor, essential to local businesses and the region; and

WHEREAS, the project will provide long-term sustainable travel for all motorists and transit by reducing congestion, improving safety, improving travel times and creating a future MnPASS corridor; and

WHEREAS, the current interchange and bridges are deficient in capacity and geometry, and a new interchange and bridges are necessary to address long-standing traffic congestion and safety concerns; and

WHEREAS, the City of Lakeville has invested more than \$20 million along the Dakota County State Aid Highway 5/50 corridor in preparation for this project.

NOW, THEREFORE, BE IT RESOLVED that the City of Lakeville hereby supports an application to the Minnesota Highway Freight Program for Fiscal Years 2029 through 2030 for the Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area Improvements.

ADOPTED by the City Council this 2nd day of September 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 9/2/2025

**Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the
3rd 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 third quarter of 2025.

Overview

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

Supporting Information

1. Q3 List of Donors

Financial Impact: \$18,025 Budgeted: No Source: Donations Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Joe Masiarchin, Parks and Recreation Director
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATIONS TO THE LAKEVILLE PARKS &
RECREATION DEPARTMENT IN THE 3RD QUARTER OF 2025**

**RESOLUTION ACCEPTING GRANTS AND DONATIONS TO THE LAKEVILLE
PARKS AND RECREATION DEPARTMENT DURING THE THIRD 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 2nd day of September, 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Individual or Business	Donation	In-kind Value	Purpose
Cub Foods Lakeville North		\$100	POP run snacks
Jay & Sue Blanchard (Safety Signs)	\$7,500		Live at the Lake Sponsorship
Kwik Trip		\$100	POP Run treats
Lakeville Soccer Club	\$10,290		AEDs and Cabinets
Premium Waters		\$35	POP Run water bottles
TOTAL	\$17,790	\$235	\$18,025



Date: 9/2/2025

Amendment to Title 7, Chapter 8 of the Lakeville City Code Concerning the Operation of Electric-Assisted Bicycles on City Trails and Paved Pathways within the City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Adopt an Ordinance Amending Title 7, Chapter 8 of the Lakeville City Code Concerning the Operation of Electric-Assisted Bicycles on City Trails and Paved Pathways within the City of Lakeville and a summary ordinance for publication.

Overview

With the growing popularity of electric bikes (e-bikes) and scooters, staff has noted increased traffic of non-traditional bicycles on city sidewalks, trails, and pathways. Staff has received feedback from residents and trail users expressing the need for clear guidance and regulations on e-bike usage throughout public trails and pathways. Staff reached out to surrounding communities to determine what policies already exist. In doing so, it was determined that most municipalities refer to the Minnesota Department of Natural Resources' guidance on the usage of e-bikes. In collaboration with the Police Department and City attorney, staff has drafted a policy that leverages the state's language as well as guidance that has been implemented in nearby communities.

This ordinance amendment would clarify where e-bikes are permitted within the City of Lakeville, what speed they are allowed to travel and other guidelines to promote rider and pedestrian safety.

The Parks, Recreation and Natural Resources Committee reviewed and provided commentary on the draft ordinance amendment at their June 4 meeting. The draft ordinance was then reviewed at the June 28 City Council Work Session. At this time, staff is recommending approval of an ordinance amending Title 7, Chapter 8 of the Lakeville City Code Concerning the Operation of Electric-Assisted Bicycles on City Trails and Paved Pathways Within the City of Lakeville.

Supporting Information

1. Proposed Ordinance Pertaining to Operation of E-bikes
2. Summary Ordinance Electric Assisted Bicycles

Financial Impact: \$NA Budgeted: No Source: NA Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Joe Masiarchin, Parks and Recreation Director
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ORDINANCE NO. _____

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

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 8 OF THE
LAKEVILLE CITY CODE CONCERNING BIKE LANES,
GENERAL PURPOSE TRAILS AND ELECTRIC-ASSISTED BICYCLES**

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

Section 1. The title of Chapter 8 of Title 7 is amended to read as follows:

Bike Lanes and Trails

Section 2. Section 7-8-1 of the Lakeville City Code is amended to add the following definitions:

ELECTRIC-ASSISTED BICYCLE: A bicycle with two or three wheels that: (1) has a saddle and fully operable pedals for human propulsion; (2) meets the requirements for bicycles under Code of Federal Regulations, title 16, part 1512, or successor requirements; (3) is equipped with an electric motor that has a power output of not more than 750 watts; (4) meets the requirements of a class 1, class 2, class 3, or multiple mode electric-assisted bicycle; and (5) has a battery or electric drive system that has been tested to an applicable safety standard by a third-party testing laboratory.

CLASS 1 ELECTRIC-ASSISTED BICYCLE: An electric-assisted bicycle equipped with an electric motor that only provides assistance when the rider is pedaling and stops assisting when the electric-assisted bicycle reaches the speed of 20 miles per hour.

CLASS 2 ELECTRIC-ASSISTED BICYCLE: An electric-assisted bicycle equipped with an electric motor that is capable of propelling the electric-assisted bicycle without the rider pedaling and stops assisting when the electric-assisted bicycle reaches the speed of 20 miles per hour.

CLASS 3 ELECTRIC-ASSISTED BICYCLE: An electric-assisted bicycle equipped with an electric motor that only provides assistance when the rider is pedaling and stops assisting when the bicycle reaches the speed of 28 miles per hour.

GENERAL PURPOSE TRAIL: A pathway, not part of a roadway, with a hard, smooth surface, typically made of asphalt or concrete, designed for walking, biking or other forms of travel.

Section 3. Section 7-8-1 of the Lakeville City Code is amended to delete the following definition in its entirety:

Bike Path

Section 4. Section 7-8-2 of the Lakeville City Code is amended in its entirety to read as follows:

7-8-2: ESTABLISHMENT OF BIKE LANES AND GENERAL PURPOSE TRAILS:

A. The Lakeville Parks and Recreation Department, in conjunction with other departments of this City, shall establish a series of bike lanes on designated roadways within the City.

B. No bike lane shall be established on a limited access highway or on a roadway where the maximum speed is greater than forty five (45) miles per hour or the roadway is too narrow to accommodate a bike lane along with the normal flow of other vehicular traffic.

C. Bike lanes shall be designated by the placement of a bike lane sign and/or the marking of the roadway in a fashion indicating the presence of a bike lane.

D. The Lakeville Parks and Recreation Department, in conjunction with other departments of the City, shall establish a series of general purpose trails within the City.

E. The Lakeville Parks and Recreation Department shall design and make a map which indicates the location of all general purpose trails within the City.

Section 5. Subsections C and D of Section 7-8-3 of the Lakeville City Code are amended to read as follows:

C. Vehicles Prohibited On Bike General Purpose Trails: Except for maintenance vehicles authorized by the city, emergency vehicles, and motorized golf carts authorized pursuant to section [7-8-5](#) of this chapter, all vehicles are prohibited from using a designated general purpose trails.

D. General Purpose Trails: Where a designated general purpose trail has been provided, every person operating a bicycle or electric assisted bicycle shall use the general purpose trail and shall not use the adjacent roadway except at intersections, in an emergency, or where necessary to:

1. Make a permissible left, right or U-turn;
2. Leave or cross the roadway; or
3. Maintain the safe operation of the bicycle or the electric assisted bicycle.

Section 6. Section 7-8-3 of the Lakeville City Code arise amended to add a new subsection E to read as follows:

E. Speed Limit: A person operating a bicycle or electric-assisted bicycle shall not exceed a speed of 15 mph on a general purpose trail, unless otherwise posted.

Section 7. Section 7-8-5 of the Lakeville City Code is amended in its entirety to read as follows:

7-8-5: MOTORIZED GOLF CARTS:

A. Permit: Motorized golf carts may be operated on general purpose trails, designated streets and designated bike lanes by permit issued by the Lakeville police department subject to the requirements of this section.

B. Permit Issuance And Revocation: Permits may only be issued to physically disabled persons as defined by Minnesota statutes section 169.345, subdivision 2 who have a physician's or chiropractor's statement certifying that the person is a physically disabled person within the meaning of the statute and that the person is able to safely operate a motorized golf cart on general purpose trails. Permits shall be issued for a one year period. A permit may be revoked at any time if there is evidence that the permittee cannot safely operate the motorized golf cart. The permit may be revoked following a hearing conducted by the police chief or his or her designee following written notice to the permittee. The police chief may suspend the permit prior to the hearing if public safety would otherwise be endangered.

C. Times Of Operation: Motorized golf carts may only be operated on general purpose trails, designated streets and bike lanes from sunrise to sunset. They shall not be operated in inclement weather or when visibility is impaired by weather, smoke or other conditions, or at any time when there is insufficient light to clearly see persons on the general purpose trails or designated streets at a distance of five hundred feet (500').

D. Slow Moving Vehicle Emblem: Motorized golf carts shall display the slow moving vehicle emblem provided for in Minnesota statutes section 169.522 and an orange or blaze pennant extending at least five feet (5') above the bumper of the golf cart when operated on general purpose trails and designated streets

E. Insurance: Every permit holder shall have in possession at all times while operating a motorized golf cart and shall produce on demand of a police officer proof of insurance as specified in Minnesota statutes section 169.791.

F. Crossing Intersecting Streets: The operator, under permit, of a motorized golf cart may cross any street at an intersection.

G. Application Of Traffic Laws: Every person operating a motorized golf cart under permit on general purpose trails, designated streets and bike lanes has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota statutes chapter 169, except when those provisions cannot reasonably be applied to motorized golf carts.

H. Nonapplication Of Certain Laws: The provisions of Minnesota statutes chapter 171 are not applicable to persons operating motorized golf carts under permit on general purpose trails, designated streets and bike lanes pursuant to this section. Except for the requirements of Minnesota

statutes section 169.70, the provisions of Minnesota statutes chapter 169 relating to equipment on vehicles is not applicable to motorized golf carts operating under permit.

I. Designation Of Streets And Bike Lanes: The permit issued pursuant to this section shall designate the local streets and bike lanes upon which the motorized golf cart may be operated.

Section 8. Title 7, Chapter 8 of the Lakeville City Code is amended to add a new Section 7-8-6 to read as follows:

7-8-6: ELECTRIC-ASSISTED BICYCLE

A. A person under fifteen (15) years of age is prohibited from operating an electric-assisted bicycle.

B. Electric-assisted bicycles are allowed on general purpose trails wherever normal bicycles are permitted, excluding trails managed for non-motorized vehicles. Electric-assisted bicycles are not allowed on City sidewalks, except where necessary to enter or leave adjacent property.

C. Electric-assisted bicycle riders must obey all posted trail rules including but not limited to speed limits, right of ways and directional travel rules.

D. Electric-assisted bicycle riders must be courteous to other trail users. Where no speed limit signs are posted, an electric-assisted bicycle rider must travel at a safe and reasonable speed.

E. Electric-assisted bicycle riders must not use passing techniques that involve deviating from trail boundaries or widening the trail.

F. It is recommended that any person under the age of 18 operating or riding on an electric-assisted bicycle in the city shall wear a helmet or other protective headgear approved for bicycle riding by the United States Department of Transportation or the United States Consumer Product Safety Commission (CPSC).

G. Class 2 and 3 electric-assisted bicycles are prohibited on the West Lake Marion Mountain Bike Trail, as this trail is managed primarily for non-motorized use. Class 1 electric-assisted bicycles are permitted on the West Lake Marion Mountain Bike Trail, except where precipitation, flooding or other environmental or man-made factors create trail conditions where electric-assisted bicycle use would be hazardous or likely to cause significant damage.

Section 9. Effective Date. This ordinance shall be effective from and after 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

SUMMARY ORDINANCE NO. ____

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

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 8 OF THE
LAKEVILLE CITY CODE CONCERNING BIKE LANES,
GENERAL PURPOSE TRAILS AND ELECTRIC-ASSISTED BICYCLES**

NOTICE IS HEREBY GIVEN that on September 2, 2025, Ordinance No. 2025-____ was adopted by the City Council of the City of Lakeville.

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

This Ordinance amends Title 7, Chapter 8 of the Lakeville City Code replacing references to bike paths with general purpose trails, defining general purpose trails, and providing restrictions for use of general purpose trails and electric-assisted bicycles.

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

Approved for publication by the City Council of the City of Lakeville, Minnesota this 2nd day of September, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 9/2/2025

Authorization to Enter Into Secondary Manufacturers Opioid Settlement

Proposed Action

Staff recommends adoption of the following motion: Move to Authorize Staff to Enter Into Secondary Manufacturers Opioid Settlement

Overview

Over the past several years, opioid manufacturers and distributors have entered into settlement agreements with local units of government to address the impacts of the opioid overdose epidemic. As each agreement has been presented to the city, staff has asked council to authorize entering into each respective agreement. Attached to this report is a new settlement agreement with secondary manufacturers.

Supporting Information

1. Secondary Manufacturer Settlement Agreement

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Justin Miller, City Administrator

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Lakeville city, MN
Reference Number: CL-1769789

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

If your subdivision is represented by an attorney with respect to opioid claims, please contact your attorney.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Minnesota is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA) (for informational purposes only)

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward,

your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Please note, a subdivision will not necessarily directly receive settlement funds by participating. Pursuant to the attached Amended MOA, the following Minnesota subdivisions are eligible to directly receive settlement funds (see Exhibit B of Amended MOA):

- All counties; and
- All cities that:
 - Have a population of more than 30,000 based on the United States Census Bureau's Vintage 2019 population totals,
 - Have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or
 - Have initiated litigation against the previously-settling Distributors (McKesson, Cardinal Health, or AmerisourceBergen) or Janssen on or before December 3, 2021

Subdivisions that fall outside the above eligibility thresholds are strongly encouraged to participate, both because they are required to participate if they wish to apply for grants for settlement funds in the future, and because their participation will increase the amount of money nationwide for programs to remediate the crisis.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P., and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com. If you have questions for the Minnesota Attorney General's Office, you can send an email to opioids@ag.state.mn.us. You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) (429) 7126 and leave a message regarding any questions you have or any additional information you would like.,

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Lakeville city	State: MN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. “Opioid Supply Chain Participants” also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

- D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

- E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.
- C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

- A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster’s 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.
- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National

³ Order, In re: Nat’l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating

Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.⁴
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.
- E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.
- G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.
- H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.
- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ____ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARP”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
-
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTI*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“*SAMHSA*”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B**Local Abatement Funds Allocation**

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%



September 2, 2025

Item No. _____

Resolution Approving the Preliminary 2026 Property Tax levy and Preliminary 2026 Budget

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution establishing the Preliminary 2026 Property Tax Levy and Preliminary 2026 Budget and setting the Budget Public Hearing to be held on Monday, December 1, 2025 at 6:00 pm in the Council Chambers.

Overview

Passage of these resolutions will result in the approval of the preliminary 2026 tax levy of \$52,286,475, preliminary 2026 General Fund budget and \$175,000 use of General Fund reserves as discussed at the August 25 Council work session and will set the date for the budget public hearing.

The City Council has reviewed primary drivers of revenue and expenditure changes for the preliminary 2026 General Fund budget and proposed Capital Improvement Program (CIP). Budgets for other Funds will be discussed at upcoming scheduled City Council work sessions.

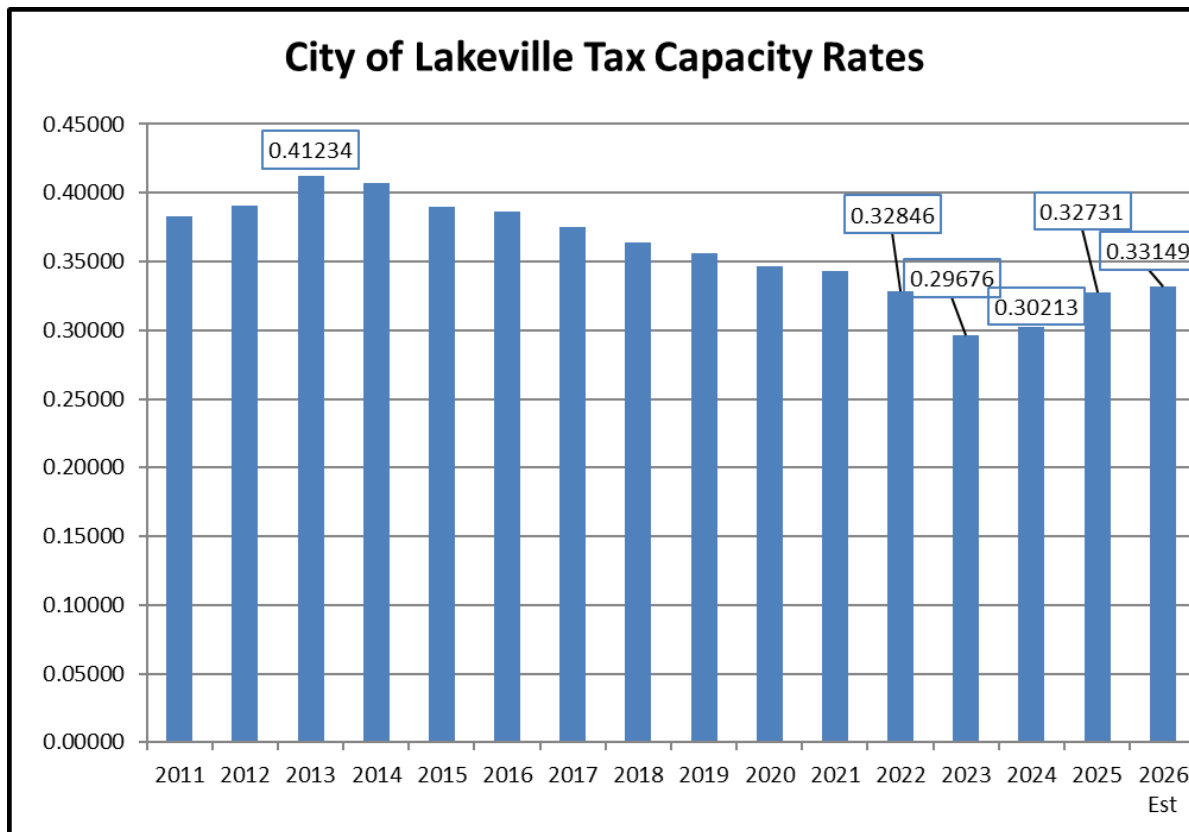
Proposed 2026 General Fund expenditures increase 6.7% over 2025, with key changes including:

- Personnel:
 - Information Technology Dept - effective 2/1/2026 – 1 Info Technology Specialist (full-time)
 - Facilities Dept – effective 2/1/2026 – 1 Facility Technician (full-time)
 - Parks Dept – effective 3/1/2026 – 1 Park Maintenance II (full-time)
 - 3% Cost of Living Adjustment (COLA), step increases
 - New Paid Family Leave Act and benefit changes
- Commodities:
 - Police – fuel/ammunition/equipment
 - Streets – salt, equipment & vehicle parts
 - Parks – landscaping/supplies/equipment parts
- Contractual:
 - Police – training, Dakota911 dispatch services
 - Community Development – 2050 Comp Plan update
 - Human Resources – compensation study
 - Elections – absentee ballot JPA & equipment cost-share with County
 - Engineering – update Traffic Plan (for 2050 Comp Plan)
 - Forestry – EAB removals & reforestrations
 - Streets – striping/CMF maintenance/snow-ice control
 - Arts Center – strategic plan, advertising, grant writing

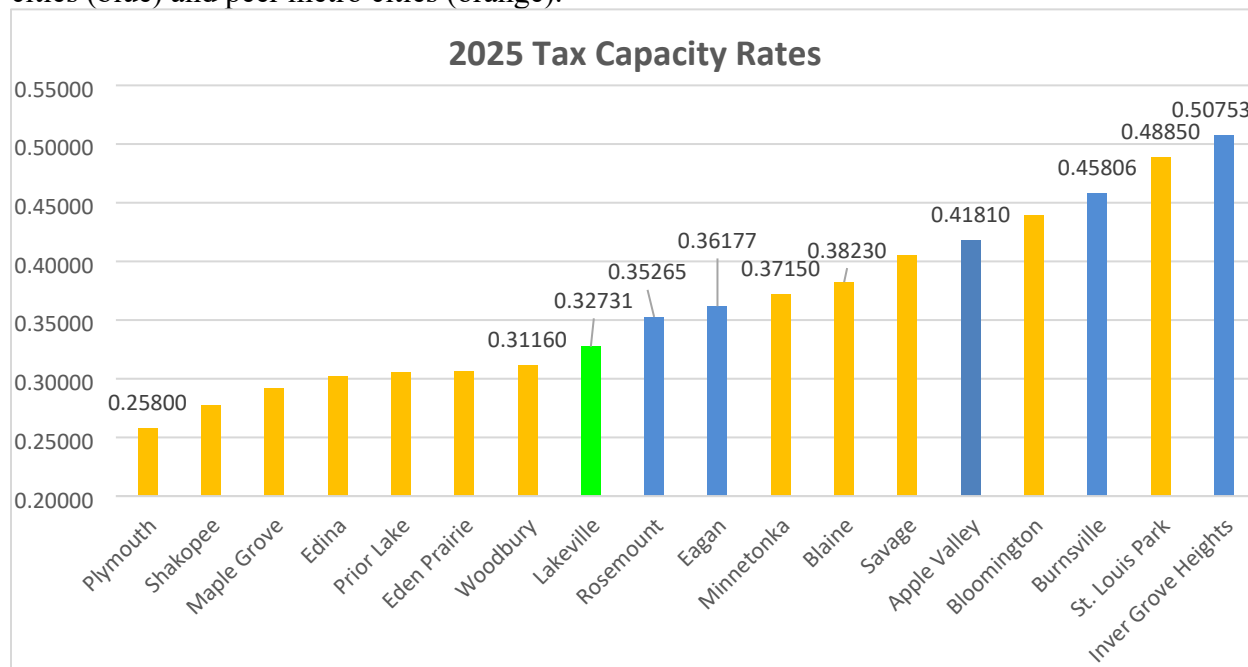
The proposed 2026 levy shown below is a \$3.4 million (7%) increase over the 2025 levy. The Park Improvement and Trail Improvement Funds will be combined in FY2025. Due to ongoing declines in cable fee revenue, the Communications Fund now requires levy support to maintain its current level of services.

Fund	Adopted 2025 Levy	Proposed 2026 Levy	Change From 2025 (\$)	% of 2026 Levy Increase
General Fund	\$32,977,000	\$34,490,685	\$1,513,685	3.10%
Pavement Management Fund	1,800,000	2,150,000	350,000	0.72%
Building Fund	-	1,000,000	1,000,000	2.05%
Communications Fund	-	300,000	300,000	0.61%
Equipment Fund	-	400,000	400,000	0.82%
Technology Fund	300,000	250,000	(50,000)	-0.10%
Park & Trail Improvement Fund	1,000,000	1,550,000	550,000	1.13%
Debt Service Funds	9,939,153	9,291,465	(647,688)	-1.33%
Debt Srvc - Park Referendum	2,833,897	2,854,325	20,428	0.04%
TOTAL LEVY	\$48,850,050	\$52,286,475	\$3,436,425	7.03%

With the proposed tax levy increase, the City's tax capacity rate is expected to rise slightly from 32.731% to 33.149%. The City has been fortunate to keep its tax rate relatively low. Since 2013, the tax rate has declined primarily due to significant new construction growth. The rate uptick in recent years is largely attributed to the new debt for park improvements and adding public safety personnel.



As cities complete their preliminary levies for the September adoption deadline, Lakeville is projected to maintain the lowest tax capacity rate among the larger cities in Dakota County for 2026. Lakeville has consistently held the lowest tax capacity rate in comparison to its peer cities within Dakota County. The chart below compares Lakeville's final 2025 tax rate to Dakota County cities (blue) and peer metro cities (orange).



The City of Lakeville has experienced significant growth during these past ten years. Since 2017, growth from new construction has added \$2.65 billion to the taxable market value - of which \$1.68 billion or 63% of the growth has occurred in the past five years.

Some of the impacts of new construction (as reported in the 2024 Annual Comprehensive Financial Report):

- Population – increased approximately 28% from 59,991 in 2015 to 76,746;
- Street Miles – increased 24% from 271 in 2015 to 336;
- Acres of parks, conservations areas and greenways – increased 7.3% from 1,590 in 2015 to 1,706;
- Trails (paved miles) – increased 30.3% from 109 in 2015 to 142.

The growth of the community and expectations for services puts pressure on the City's resources to provide the necessary personnel, equipment, technology, etc. Property taxes are a primary funding source for many of the services (excluding utilities such as water and sewer) provided to residents and businesses as follows:

- provide about 74% of the funding needed in the General Fund to provide general services such as police, fire, parks, administration, etc.
- debt repayment for the city's portion of street reconstruction projects and city facilities
- ongoing pavement management
- vehicle/equipment replacements and additions (due to growth)
- park and trail replacement

Another important funding source for property-tax supported funds has been the Liquor Fund. Without the contributions from the Liquor Fund, additional funding would be required from the property tax levy or another source. The 2026 budgets reflect approximately \$2.3 million in transfers from the Liquor Fund:

- Equipment Fund – capital equipment - \$1.5M
- Debt service – police station bonds and Keokuk store - \$747,800
- Technology Fund – capital equipment - \$36,576
- General Fund – Pan-O-Prog fireworks - \$30,000

With the updated 2025 Market Value Exclusion factored in, the proposed 2026 City tax levy will increase taxes on the median value home (\$468,000) by an estimated \$81 annually (\$6.75/month) - \$19 from the levy increase and \$62 from rising home values per the Dakota County Assessor.

Overall, commercial property market values increased by 4%. For a \$1 million property, this means an estimated \$346 annual tax increase under the proposed 2026 City levy – about \$265 from higher property value and \$81 from the levy change. Actual impacts may vary by property.

City councils are required, prior to September 30, to certify to the County Treasurer/Auditor the date for the budget hearing. The purpose of the hearing is to present the budget and proposed tax levy as well as provide property owners the opportunity to ask questions and make comments.

The budget hearing is proposed to be held on Monday, December 1, 2025 at 6:00 PM in the Council Chambers. The final approval of the budget and tax levy is scheduled for Monday, December 1, 2025, as well.

The City Council can adopt a final tax levy in December that is equal to or less than the preliminary tax levy approved on September 2, 2025. The City Council may not, however, adopt a final tax levy that is greater than the preliminary tax levy.

Supporting Information

- Resolution establishing the preliminary 2026 property tax levy and preliminary 2026 budget and setting the public budget meeting
- General Fund Summary

Financial Impact: \$52,286,475 Budgeted: Y ☒ N ☐ Source: Various
Related Documents: (CIP, ERP, etc.): N/A
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION No. _____

**Resolution Approving the Preliminary 2026 Property Tax Levy and Preliminary
2026 Budget and Setting the Budget Public Hearing**

BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the Preliminary 2026 tax levy in the amount of \$52,286,475 is hereby approved as shown on Exhibits A and B attached hereto.

BE IT FURTHER RESOLVED by the City Council of the City of Lakeville, Minnesota that the reductions in the original debt service levies are the result of excess funds in the debt service account due to changes in funding sources such as interest on investments, special assessments and contributions from Liquor Fund, ISD#194 and other entities.

BE IT FURTHER RESOLVED by the City Council of the City of Lakeville, Minnesota that the Preliminary 2026 Budget is hereby approved and adopted as follows:

General Fund	\$46,398,100
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BE IT FURTHER RESOLVED by the City Council of the City of Lakeville, Minnesota that the Public Budget Hearing will be held on Monday, December 1, 2025 at 6:00 pm in the Council Chambers.

ADOPTED by the Lakeville City Council this 2nd day of September 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

EXHIBIT A

PRELIMINARY 2026 PROPERTY TAX LEVY

		<u>Total</u>
Non-Debt Service Funds		\$ 40,140,685
Debt Service:		
Tax Abatement Bonds 2021A	\$ 229,582	
Taxable Tax Abatement Bonds 2022B	275,801	
Capital Improvement Ref Bonds 2014 B	579,013	
G.O. Improvement Bonds 2015A	376,757	
G.O. Improvement Bonds 2016B	772,635	
G.O. Improvement Bonds 2017A	443,702	
G.O. Improvement Bonds 2018A	666,698	
G.O. Improvement Bonds 2019A	458,823	
G.O. Improvement Bonds 2020A	809,469	
G.O. St Reconstruction Bonds 2021C	454,286	
G.O. Improvement Bonds 2022C	700,438	
G.O. Refunding Bonds 2017A	196,063	
G.O. Refunding Bonds 2018B	327,130	
G.O. Refunding Bonds 2022A	1,028,627	
G.O. Taxable Bonds 2022B (new outdoor rink)	339,651	
G.O. Imprv.Bonds 2022C (Park Ref)	1,038,453	
G.O. Imprv. Bonds 2023A - Park portion	341,040	
G.O. Imprv. Bonds 2024A - Park portion	1,135,181	
G.O. Imprv. Bonds 2023A - Street portion	654,150	
G.O. Imprv. Bonds 2024A - Street portion	753,916	
G.O. Imprv. Bonds 2025A - Street portion	564,375	
G.O. Imprv. Bonds 2025A - CIP (FiRST Ctr)	-	
	Subtotal Debt	\$ 12,145,790
Total Tax Levy		<u>\$ 52,286,475</u>

EXHIBIT B

PROPERTY TAX LEVY FOR DEBT

The following is a schedule of all debt which, at the time of issuance, included a certification of future property tax levies. The 2026 Debt Levy column represents the levy in the original bond documents. The 2026 Certified Debt Levy column represents the actual levy. The reductions in the original debt service levies are the result of excess funds in the debt service account due to changes in funding sources such as interest on investments, special assessments, franchise fees, and contributions from Liquor Fund, ISD#194 and other entities.

BOND DESCRIPTION	SERIES	2026 ABATEMENT LEVY	NET ABATEMENT LEVY	2026 DEBT LEVY	2026 CERTIFIED DEBT LEVY
IMPROVEMENT	2014A			\$ 164,141	-
REFUNDING	2014B			\$ 1,024,013	579,013
IMPROVEMENT	2015A			\$ 643,581	376,757
GENERAL OBLIGATION	2016B			\$ 811,266	772,635
GENERAL OBLIGATION	2017A			\$ 671,950	639,765
GENERAL OBLIGATION	2018A			\$ 635,547	666,698
GENERAL OBLIGATION	2018B			\$ 347,130	327,130
IMPROVEMENT	2019A			\$ 458,823	458,823
GENERAL OBLIGATION	2020A			\$ 959,469	809,469
ABATEMENT	2020A	\$ 65,000	\$ -	\$ -	-
GENERAL OBLIGATION	2020A			\$ 20,050	-
GENERAL OBLIGATION	2021A			\$ 132,568	(0)
TAX ABATEMENT	2021A	\$ 355,000	\$ 229,582	\$ -	-
GENERAL OBLIGATION	2021C			\$ 708,960	454,286
REFUNDING	2022A			\$ 1,178,527	1,028,627
GENERAL OBLIGATION	2022B			\$ 339,651	339,651
GENERAL OBLIGATION	2022B			\$ 91,602	-
TAX ABATEMENT	2022B	\$ 460,000	\$ 275,801	\$ -	-
GENERAL OBLIGATION	2022C			\$ 2,281,843	\$ 1,738,891
GENERAL OBLIGATION	2023A			\$ 995,190	\$ 995,190
GENERAL OBLIGATION	2024A			\$ 1,185,181	\$ 1,135,181
GENERAL OBLIGATION	2024A			\$ 753,916	\$ 753,916
GENERAL OBLIGATION	2025A			\$ 564,375	\$ 564,375
		\$ 880,000	\$ 505,383	\$ 13,967,783	\$ 11,640,407

NET ABATEMENT LEVY	\$ 505,383
CERTIFIED DEBT LEVY	\$ 11,640,407
TOTAL LEVY	\$ 12,145,790

CITY OF LAKEVILLE, MINNESOTA
GENERAL FUND PROPOSED 2026 BUDGET
Schedule of Revenues, Expenditures and Changes in Fund Balances
For the Year Ending December 31, 2026

	2023	2024	2025	2025	2025	2026	% OF	Budget
	ACTUAL	ACTUAL	ORIGINAL	AMENDED	PROJECTED	REQUESTED	TOTAL	% Change
REVENUES:								
GENERAL PROPERTY TAXES	26,701,305	29,513,138	33,300,000	33,300,000	33,528,377	34,785,685	73.8%	4.5%
LICENSES & PERMITS	3,489,815	3,052,954	3,259,689	3,259,689	3,295,460	3,663,025	7.8%	12.4%
INTERGOVERNMENTAL	3,739,685	2,172,655	3,478,938	3,478,938	3,856,830	3,936,035	8.3%	13.1%
CHARGES FOR SERVICES	3,417,380	3,869,600	3,101,894	3,101,894	3,630,514	3,508,675	7.4%	13.1%
COURT FINES	238,097	222,790	240,000	240,000	240,000	220,000	0.5%	-8.3%
SPECIAL ASSESSMENTS	5,189	9,321	0	0	0	0	0.0%	#DIV/0!
INVESTMENT INCOME	730,148	868,801	500,000	500,000	920,000	900,000	1.9%	80.0%
MISCELLANEOUS	217,760	166,833	125,996	125,996	151,354	147,930	0.3%	17.4%
TOTAL REVENUES	38,539,379	39,876,092	44,006,517	44,006,517	45,622,535	47,161,350	100%	
EXPENDITURES:								
GENERAL GOVERNMENT								
CONTINGENCY - STAFFING	0	0	0	0	0	359,489	0.8%	#DIV/0!
MAYOR AND COUNCIL	125,368	101,359	126,321	126,321	138,802	133,185	0.3%	5.4%
COMMITTEES & COMMISSIONS	132,695	149,616	143,422	141,922	140,390	115,962	0.2%	-19.1%
CITY ADMINISTRATION	592,837	572,750	587,089	587,089	616,731	642,763	1.4%	9.5%
CITY CLERK/ELECTIONS	197,359	414,692	225,579	225,579	227,312	429,056	0.9%	90.2%
FINANCE	1,161,686	1,241,097	1,235,639	1,235,639	1,184,517	1,230,668	2.7%	-0.4%
INFORMATION TECHNOLOGY	721,998	782,954	989,146	989,146	997,185	1,053,036	2.3%	6.5%
HUMAN RESOURCES	664,246	763,151	688,489	688,489	649,979	750,184	1.6%	9.0%
INSURANCE	250,000	250,000	250,000	250,000	250,000	250,000	0.5%	0.0%
LEGAL COUNSEL	74,170	99,827	87,000	88,500	88,500	92,000	0.2%	5.7%
COMMUNITY DEV/PLANNING	1,176,971	1,073,089	1,089,649	1,089,649	1,063,609	1,251,483	2.7%	14.9%
INSPECTIONS	1,904,395	1,852,606	1,918,122	1,918,122	1,817,868	2,010,273	4.3%	4.8%
GENERAL GOV'T FACILITIES	575,850	598,961	669,991	669,991	729,154	703,821	1.5%	5.0%
<i>CITY HALL</i>	<i>553,438</i>	<i>584,349</i>	<i>669,991</i>	<i>669,991</i>	<i>729,154</i>	<i>703,821</i>		
<i>STORAGE BLDG (OLD PW)</i>	<i>21,649</i>	<i>14,612</i>						
<i>RADIO BUILDING</i>	<i>763</i>							
PUBLIC SAFETY								
POLICE	14,540,152	15,913,744	17,227,952	17,227,952	16,770,853	17,661,431	38.1%	2.5%
FIRE	2,892,795	3,653,494	5,588,299	5,588,299	6,083,739	6,294,251	13.6%	12.6%
PUBLIC WORKS								
ENGINEERING/GIS	784,375	816,263	946,722	946,722	946,033	1,074,607	2.3%	13.5%
CONSTRUCTION SERVICES	587,439	409,088	701,328	701,328	626,893	739,472	1.6%	5.4%
FORESTRY	526,497	599,013	680,154	680,154	791,400	789,468	1.7%	16.1%
STREETS	4,024,184	3,789,430	4,409,718	4,409,718	4,342,432	4,585,019	9.9%	4.0%
PARKS & RECREATION								
PARKS	3,386,965	3,726,352	3,768,652	3,768,652	3,713,185	3,877,246	8.4%	2.9%
RECREATION	1,029,097	1,102,698	1,126,418	1,126,418	1,202,617	1,255,000	2.7%	11.4%
ARTS CENTER	1,022,665	1,228,428	1,033,734	1,033,734	1,054,557	1,099,686	2.4%	6.4%
TOTAL EXPENDITURES	36,371,744	39,138,612	43,493,424	43,493,424	43,435,756	46,398,100	100%	
REVS OVER/(UNDER) EXPENDS	2,167,635	737,480	513,093	513,093	2,186,779	763,250		
OTHER FINANCING SOURCES (USES)								
TRANSFERS IN	472,169	226,998	170,000	170,000	170,000	130,000		
TRANSFERS OUT	(2,353,880)	(215,000)	0	(1,850,000)	(1,850,000)	0		
TOTAL OTHER FINANCING	(1,881,711)	11,998	170,000	(1,680,000)	(1,680,000)	130,000		
NET CHANGE IN FUND BALANCE	285,924	749,478	683,093	(1,166,907)	506,779	893,250		
FUND BALANCE, JAN 1	22,007,407	22,372,985			23,186,599	23,693,378		
PRIOR PERIOD ADJUSTMENT	79,654	64,136			0			
FUND BALANCE, DEC 31	22,372,985	23,186,599			23,693,378	24,586,628		
Restricted Fund Balance	(2,129,568)	(2,202,765)			(775,000)	(1,200,000)		
Unrestricted Fund Bal, Dec 31	20,243,417	20,983,834			22,918,378	23,386,628		
<i>Fund Bal of CY Exp</i>	<i>55.7%</i>	<i>53.6%</i>			<i>52.8%</i>	<i>50.4%</i>		
<i>Fund Bal of NY Exp</i>	<i>51.7%</i>	<i>48.3%</i>			<i>49.4%</i>	<i>48.9%</i>		



Date: 9/2/2025

Public Hearing -Ordinance Annexing Land Owned by Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC) located in Eureka Township

Proposed Action

Staff recommends adoption of the following motion: Adopt an ordinance annexing the Compass Rail Lakeville, LLC and MAC property located in Section 5 of Eureka Township pursuant to Minnesota Statutes 414.033 Subdivision2 (3).

Overview

Compass Rail Lakeville, LLC and the Metropolitan Airports Commission (MAC) have submitted a petition requesting the annexation of 33.31 acres of property located in Section 3 of Eureka Township into the City of Lakeville as shown on the attached map. The properties abut the southern boundary of Lakeville immediately west of Highview Avenue. Compass Rail Lakeville LLC proposes constructing a rail car storage yard on the south parcel (PID 13-00500-01-013), while the MAC owned property (north parcel) will remain undeveloped. Staff requested the MAC to include their property (11.51 acres) to square off the new city boundary.

Minnesota Statutes 414.033 provides for a property owner to petition the City to annex up to 120 acres of land that is contiguous to the City. The City was required to provide 30-day notice to the affected Township and adjacent property owners prior to this public hearing. MN Statute 414.036 requires that the City provide reimbursement for all or part of the taxable property annexed. The reimbursement shall be completed in substantially equal payments over not less than two or more than eight years from the time of annexation. The attached ordinance provides for reimbursements of \$1,296.00 prior to December 31st for the first two years after the annexation.

The primary purpose of the annexation is to allow for the construction of the rail car storage yard. Staff recommends adoption of the attached ordinance to approve the requested annexation.

Supporting Information

1. Annexation Application Compass Rail Lakeville LLC
2. 2025-08-20 MAC - LVN Annex Application
3. 2025-08-18 Resolution 2625 Resolution in Support of Annexation at the Airlake Airport
4. ORDINANCE ANNEXATION OF COMPASS Rail
5. Vicinity Map - Compass Rail Lakeville

Financial Impact: \$2,592 **Budgeted:** Yes **Source:** Community Development
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Tina Goodroad, Community Development Director



Date Received: 7 / 22 /
2025

2025 City of Lakeville Petition for Annexation Application

In the Matter of the Petition of Certain Persons for the Annexation of Certain Land
to the City of Lakeville, Minnesota Pursuant to (check applicable statute):

X Minn. Stat. § 414.033, SUBD. 2(3)
 Minn. Stat. § 414.033, SUBD. 5

Property Address: _____

Legal Description/PID No. 13-00500-01-013 _____
(Insert complete and accurate property description. Do not use descriptions from property tax statements)

Property is unincorporated Y/N; YES (circle one), is not included within any other municipality Y/N YES
(circle one) and abuts the city's N S E W (circle one) boundary(ies). South boarder

Total Acreage of Property to be Annexed: 21.8 Unplatted Platted 21.8 Total

Reason for Annexation Petition: Develop a rail car storage facility in coordination with Progressive Rail and City of
Lakeville _____

Proposed zoning for the annexed property: I-2 General Industrial District

Name of Applicant Compass Rail Lakeville, LLC _____

Address 6900 Dallas Parkway, Suite 300

City: Plano

State: TX

Zip: 75024

Phone No. 312-961-1242 E-mail dan@compassrail.com

Signature Dan Schmittiel Dan Schmittiel Date July 22, 2025
Please Print Name

Application Fee.....\$500.00 (1000.4314)
Escrow.....\$2,000.00 for legal services, planning, engineering and legal services by staff and/or consultants. (1000.1240)

Community Development Department

20195 Holyoke Ave - Lakeville, MN 55044 - www.lakevillemn.gov - Phone: 952-985-4420



Date Received: ____/____/____

2025 City of Lakeville Petition for Annexation Application

In the Matter of the Petition of Certain Persons for the Annexation of Certain Land
to the City of Lakeville, Minnesota Pursuant to (check applicable statute):

 X Minn. Stat. § 414.033, SUBD. 2(3)
 Minn. Stat. § 414.033, SUBD. 5

Property Address: _____

Legal Description/PID No. 13-00500-01-014 _____
(Insert complete and accurate property description. Do not use descriptions from property tax statements)

Property is unincorporated Y/N: YES (circle one), is not included within any other municipality Y/N YES
(circle one) and abuts the city's N S E W (circle one) boundary(ies). South border

Total Acreage of Property to be Annexed: 11.51 Unplatted _____ Platted 11.51 Total

Reason for Annexation Petition: Adjacent to property immediately to the south that has petitioned for annexation.

Proposed zoning for the annexed property: I-3 Airport Industrial District

Name of Applicant Metropolitan Airports Commission

Address 6040 28th Avenue S

City: MPLS

State: MN

Zip: 55450

Phone No. 612-726-8141

E-mail Kelly.gerads@mspmac.org

Signature

Kelly Gerads

Please Print Name

Date

8/20/25

Application Fee.\$500.00 (1000.4314)

Escrow.....\$2,000.00 for legal services, planning, engineering
and legal services by staff and/or consultants. (1000.1240)

Community Development Department

20195 Holyoke Ave - Lakeville, MN 55044 - www.lakevillemn.gov - Phone: 952-985-4420

RESOLUTION NO. 2625

RESOLUTION IN SUPPORT OF ANNEXATION **AT THE AIRLAKE AIRPORT**

WHEREAS, the Metropolitan Airports Commission ("MAC") is the owner and operator of the Airlake Airport; and

WHEREAS, the lands owned by MAC around the Airlake Airport are located in either the City of Lakeville ("City") or Eureka Township ("Township"); and

WHEREAS, in January 2018 acting upon MAC's petition, the City annexed approximately 120 acres of the Airlake Airport from the Township into the City so that sewer and water service could be provided to a new building area of the Airlake Airport; and

WHEREAS, in January 2019 acting upon MAC's petition, the City annexed all of the operational areas of Airlake Airport lying west of Cedar Avenue and north of 225th Street West; and

WHEREAS, the City has requested MAC to agree to annexation of a small parcel of MAC-owned property located on the west side of the Airlake Airport with P.I.D. No 13-00500-01-014 and which is contiguous to a private parcel being annexed and developed commercially; and

WHEREAS, the City and the Township are discussing an orderly annexation process.

NOW, THEREFORE, BE IT IS RESOLVED, that the Metropolitan Airports Commission formally supports annexation of approximately 11.51 acres associated with P.I.D. No 13-00500-01-014 of the Airlake Airport into the City of Lakeville.

METROPOLITAN AIRPORTS COMMISSION


Chair of the Commission


Secretary of the Commission

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA, COUNTY, MINNESOTA

**AN ORDINANCE ANNEXING LAND LOCATED IN THE
TOWN OF EUREKA, DAKOTA COUNTY, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033 SUBDIVISION 2(3),
PERMITTING ANNEXATION BY ORDINANCE**

WHEREAS, all property owners of the lands described below have petitioned the Lakeville City Council to annex this property to the City of Lakeville, pursuant to Minnesota Statutes Section 414.033, subdivision 2(3); and

WHEREAS, the property is unincorporated and abuts the City of Lakeville on its easterly boundary; is less than 120 acres; is not presently served by public sewer facilities or public sewer facilities are not otherwise available, and

WHEREAS, the property is currently unimproved agricultural land and annexation is requested to facilitate the extension of city services for the urban industrial development of the property, and;

WHEREAS, the area of land proposed for annexation, in acres, is approximately 33.31 acres; and

WHEREAS, the City of Lakeville held a public hearing pursuant to Minnesota Statutes § 414.033 Subd. 2b, on September 2, 2025, following thirty (30) days written notice by certified mail to the Town of Eureka and to all landowners within and contiguous to the area legally described herein to be annexed, and

WHEREAS, provisions of Minnesota Statutes § 414.033 Subd. 13 are not applicable in that there will be no change in the electric utility service provider resulting from the annexation of the territory to the municipality.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEVILLE,
MINNESOTA HEREBY ORDAINS AS FOLLOWS:**

1. The City Council hereby determines that the property as described herein abuts the city limits and is or is about to become urban or suburban in nature in that urban industrial use is being proposed for said property, the construction of which requires or will need city services, including public sewer facilities.

2. None of the property is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325.

3. The corporate limits of the City of Lakeville, Minnesota, are hereby extended to include the following described property, said land abutting the City of Lakeville and being 120 acres or less in area, which is not presently served by public sewer facilities or and for which public sewer facilities are not otherwise available, and the City having received a petition for annexation from all the property owners of the land, to wit:

That part of the Northeast Quarter of Section 5, Township 113 North, Range 20, Dakota County, Minnesota described as follows:

Beginning Northeast Corner Southerly on East Line 625 feet Northwest to Part on North Line 1,650 feet West of Northeast Corner East 1,650 Feet to beginning.

AND

The North 888.02 feet of the East 100 rods of the Northeast Quarter of Section 5, Township 113, Range 20, Dakota County, Minnesota, EXCEPT that part which lies Northerly of a "Line 1" described as follows: Beginning at a point on the East line of said Section 5, distant 625 feet South of the Northeast corner thereof; thence run Northwesterly to the Northwest corner of said North 888.02 feet of the East 100 rods of the Northeast Quarter. Together with an easement for entrance purposes described as follows: Beginning at a point on the East line of said Section 5, distant 335 feet South of the Northeast corner thereof; thence run Westerly at right angles for 90 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds to an intersection with a line run parallel with and 395 feet South of the North line of said Section 5; thence run West on said 395 foot parallel line to its intersection with the North line of the above described "Line 1"; thence run Southeasterly on said "Line 1" to its intersection with a line run parallel with and distant 455 feet South of the North line of said Section 5; thence run East on said 455 foot parallel line to its intersection with the East line of said Section 5; thence run North on said East Section line to the point of beginning.

The above-described property consists of approximately 33.31 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and all appropriate plat maps are attached hereto.

4. That the population of the area hereby annexed is zero.

5. The City of Lakeville, pursuant to Minnesota Statutes § 414.036, shall provide reimbursement to Eureka Township with respect to the property taxes payable on the area hereby annexed, in the amount of Two Thousand Five Hundred Ninety-Two Dollars (\$2,592.00) equal

to two years of Township taxes for the property to be annexed, payable in two annual payment in accordance with the following schedule:

- a. An amount equal to One Thousand Two Hundred Ninety-Six Dollars (\$1,296.00) no later than December 31, 2026; and
- b. An amount equal to One Thousand Two Hundred Ninety-Six (\$1,296.00), no later than December 31, 2027.

6. That there are no special assessments or debt incurred by the Town on the subject are for which reimbursement is required pursuant to Minnesota Statutes § 414.036.

7. That the City Clerk of the City of Lakeville is hereby authorized and directed to file a copy of this Ordinance with the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings, the Minnesota Secretary of State, the Dakota County Auditor, and the Township Clerk.

8. That the Office of Administrative Hearings is hereby requested to issue its order approving this annexation.

9. This ordinance shall be effective immediately upon its passage and publication, and approval by the Office of Administrative Hearings, Boundary Adjustments, and State of Minnesota.

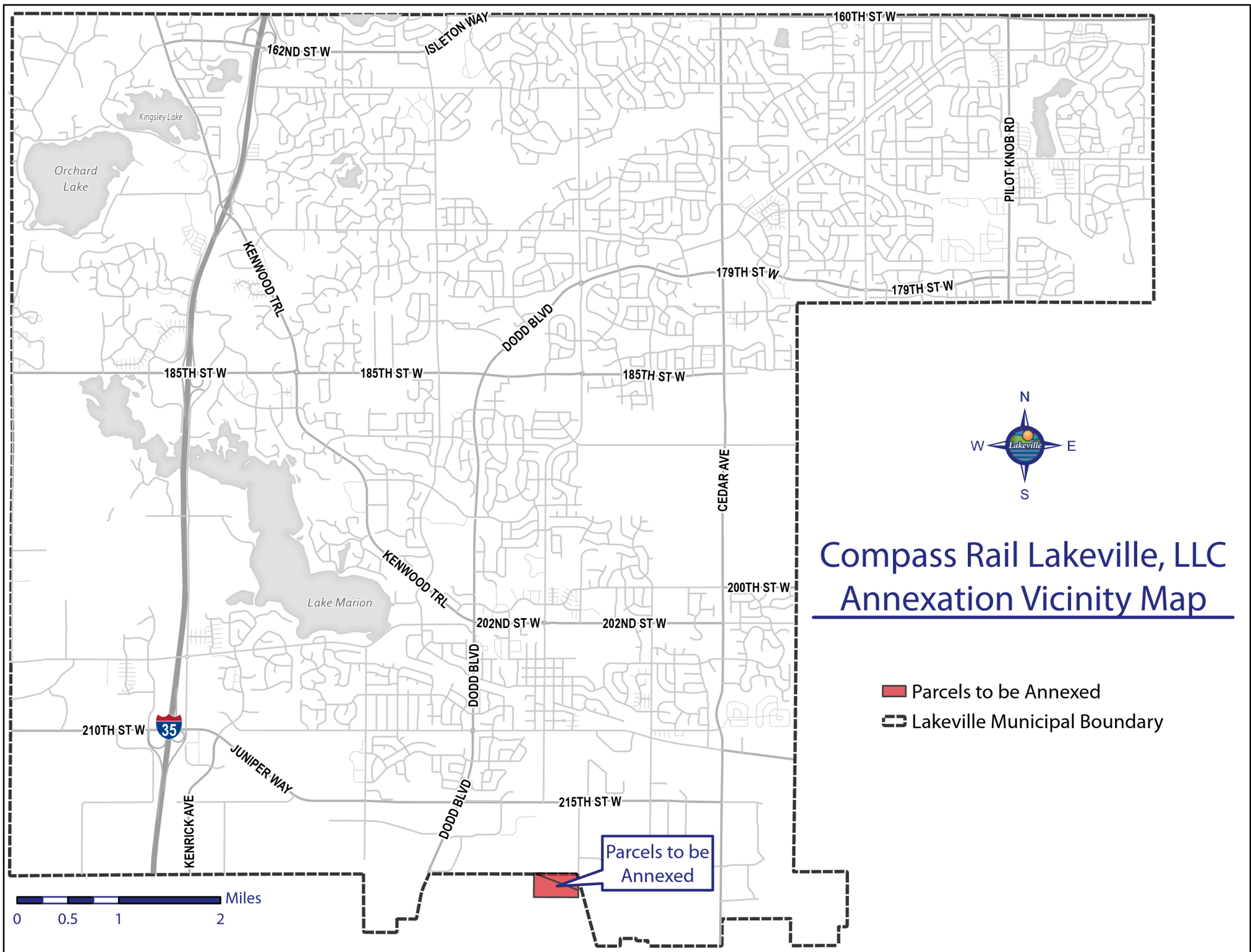
ADOPTED this _____ day of _____, 2025, by the City Council of the City of Lakeville, Minnesota.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk





Date: 9/2/2025

Tradition Development Comprehensive Plan and Zoning Map Amendments

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution amending the 2040 Comprehensive Land Use Map and Staging Map and adoption of findings of fact, and 2) an ordinance amending the Zoning Map and adoption of findings of fact.

Overview

Tradition Development proposes amendments to the Comprehensive Plan and the Zoning Map. The land use amendment proposes to re-guide parcels to land use designations based on the concept plan that will provide a range of densities and residential unit types. Properties are proposed to be re-guided from Commercial to Medium/High Density Residential and from Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential. The proposal also requests to adjust the MUSA staging of 11 properties from Expansion Area B to Current MUSA and 10 properties from Urban Reserve to Current MUSA. Finally, a Zoning Map amendment from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The requests are proposed to allow future residential development. Due to the overall size of the proposed project, an AUAR will be required to be prepared and approved prior to the submittal of any development plans.

The Planning Commission held a public hearing on the Comprehensive Plan, Staging Plan and Zoning Map amendment applications at its August 7, 2025 meeting. Eight people spoke at the public hearing and one email comment was received prior to the meeting. Comments primarily focused on impacts to the school district, traffic on 210th Street (CSAH 70) and other streets in the area, as well as wetlands and the natural environment. The Planning Commission unanimously recommended approval of the Comprehensive Plan and Zoning Map amendments. City Council approval of the requested Comprehensive Plan Amendment requires a four-fifths approving vote of the City Council.

Supporting Information

1. Comprehensive Plan amendment and findings of fact
2. Rezoning Ordinance
3. August 7, 2025 Planning Commission draft meeting minutes
4. July 31, 2025 Planning memo

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

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

Report Completed by: Tina Goodroad, Community Development Director

RESOLUTION 2025-_____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, on September 2, 2025 the Lakeville City Council met at its regularly scheduled meeting to consider the application Tradition Development Corporation for an amendment of the 2040 Land Use Plan and Staging map of the 2040 Lakeville Comprehensive Plan in conjunction with a proposed residential development on approximately 390 acres located south of 210th Street, west of Keokuk Avenue, and east of the city boundary with Credit River; and,

WHEREAS, the property is guided a combination of residential and rural residential land uses, and the applicant has applied for an amendment to the 2040 Land Use Plan to change the land use as follows: from Commercial to Medium/High Density Residential and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential; and.

WHEREAS, the proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district; and,

WHEREAS, the 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:

- 1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial and Rural Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

- 2. The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

3. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

4. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services that will be extended from east side of I-35 along 215th Street as a public improvement project.

5. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

WHEREAS, the legal description of the property is attached in Exhibit A; and

WHEREAS, The Planning Commission conducted a public hearing on the application at its August 7, 2025 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

NOW THEREFORE BE IT RESOLVED THAT the City Council approves the application of Tradition Development Corp to amend the 2040 Comprehensive Plan, subject to the approval of the Metropolitan Council and adoption of the Alternative Urban Areawide Review (AUAR) by the City Council for this property.

ADOPTED by the Lakeville City Council this 2nd day of September 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

Exhibit A

Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit A

Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2024 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation to consider an amendment to the 2040 Land Use Plan and Staging Plan of the 2040 Comprehensive Plan. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties proposed to be brought into the Current MUSA are staged as Expansion Area B and Urban Reserve.
2. The subject properties proposed for land use amendment are currently guided for Commercial and Rural Density Residential land uses in the 2040 Comprehensive Plan. Tradition Development has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land uses to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. The legal description of the property is attached as Exhibit A.
3. The proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district. At this time, one comment was received from ISD 194.
4. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial and Rural Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by

integrating new urban development within the City's natural resources in a compatible manner.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

- d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services that will be extended from east side of I-35 along 215th Street as a public improvement project.

- e. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

5. The planning report dated July 31, 2025, prepared by Tina Goodroad, Community Development Director, is incorporated herein.

DECISION

The City Council hereby approves the Comprehensive Plan amendment as shown in Exhibit B and C subject to the approval of the Metropolitan Council.

DATED: September 2, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

Exhibit A

Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County
Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County,
Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING
ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE
OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota
County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF
SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE
377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE
E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4
603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W
PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota
County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114,
RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT
E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

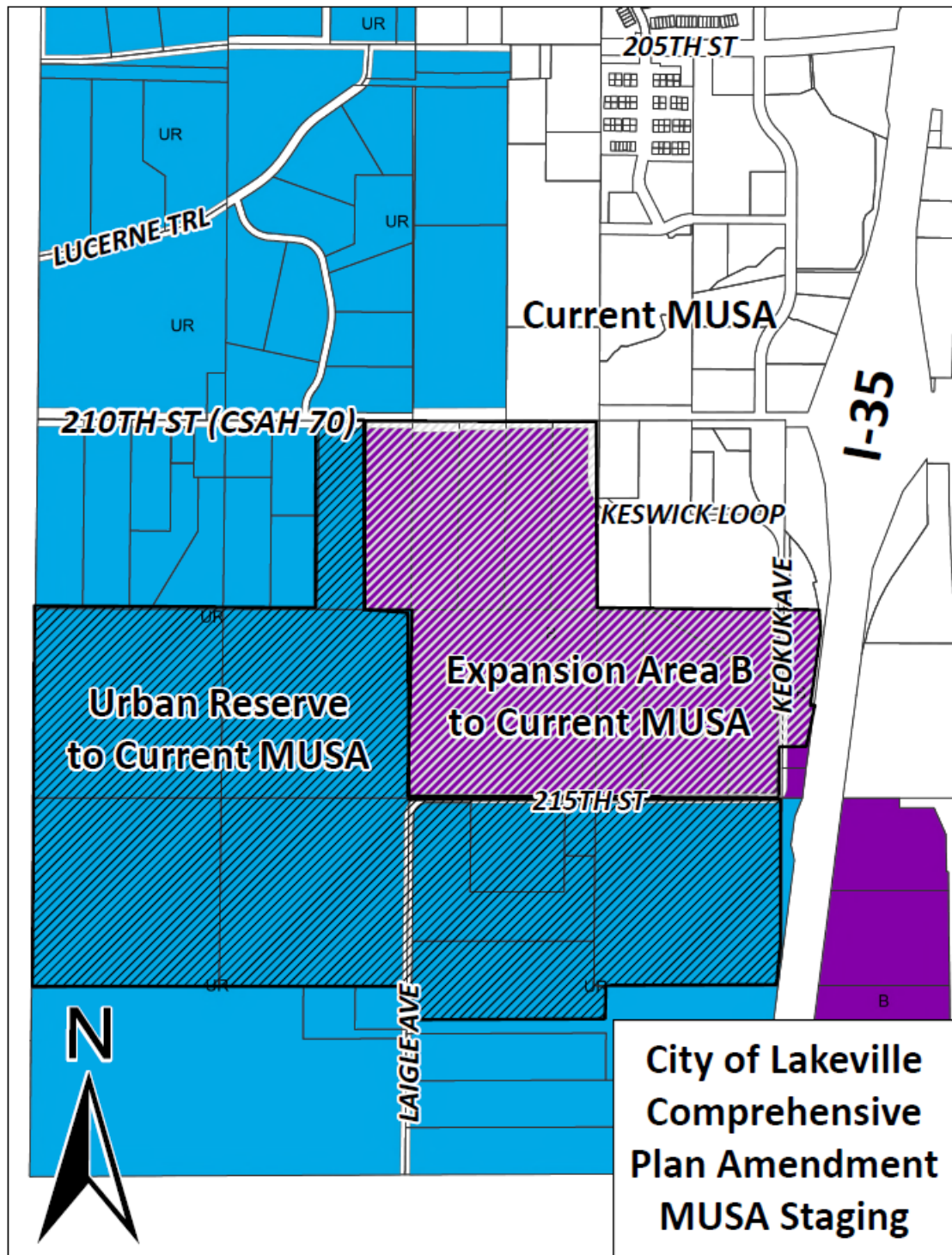
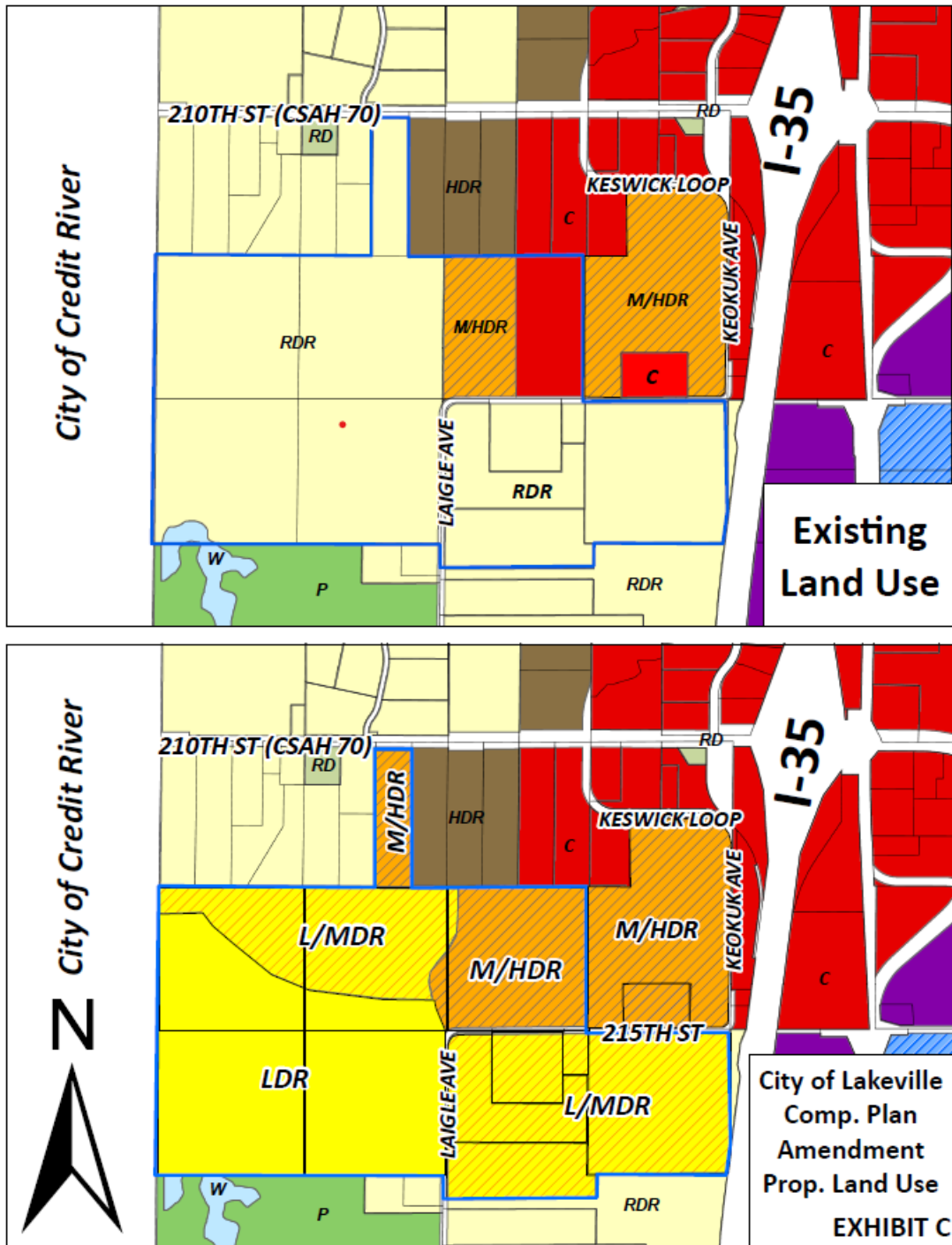


Exhibit C



ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
TRADITION DEVELOPMENT CORPORATION

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The legal description of the property is attached as Exhibit A.

Section 2. The property as shown on Exhibit B is hereby rezoned from C-3, General Commercial District to RM-3, Medium Density Residential District; RA, Rural/Agriculture District to RS-4, Single Family Residential District; RA, Rural/Agriculture District to RST-2, Single and Two-Family Residential District and RA, Rural/Agriculture District to RM-3, Medium Density Residential.

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated in Exhibit A.

ADOPTED by the Lakeville City Council this **2nd** day of **September, 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

EXHIBIT A

Parcels included in the rezoning application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

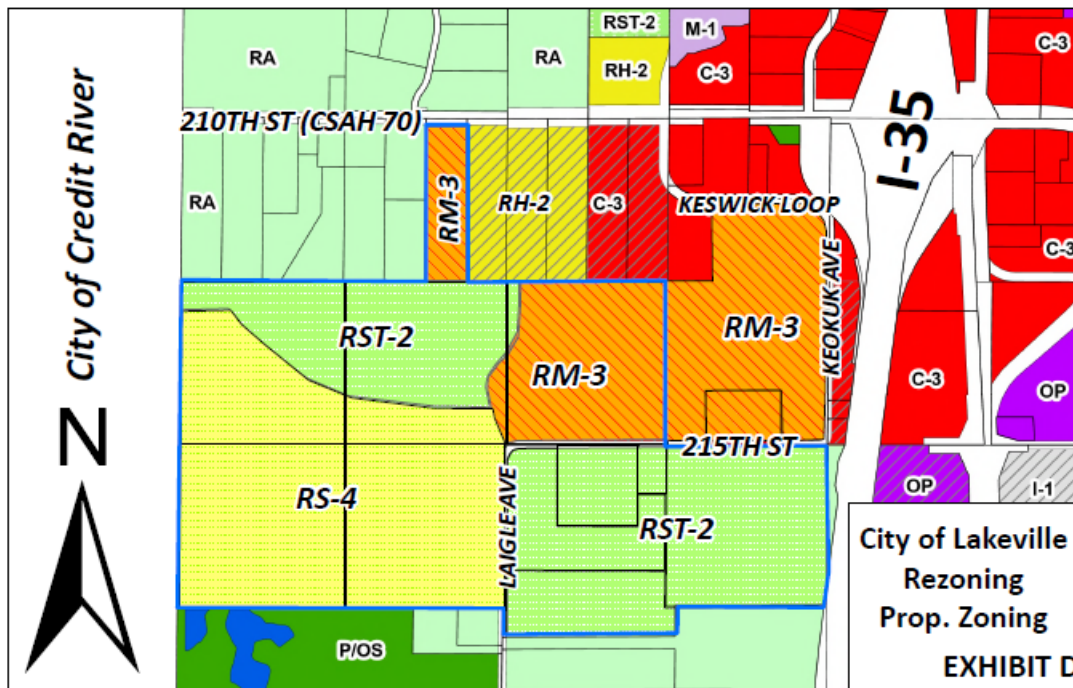
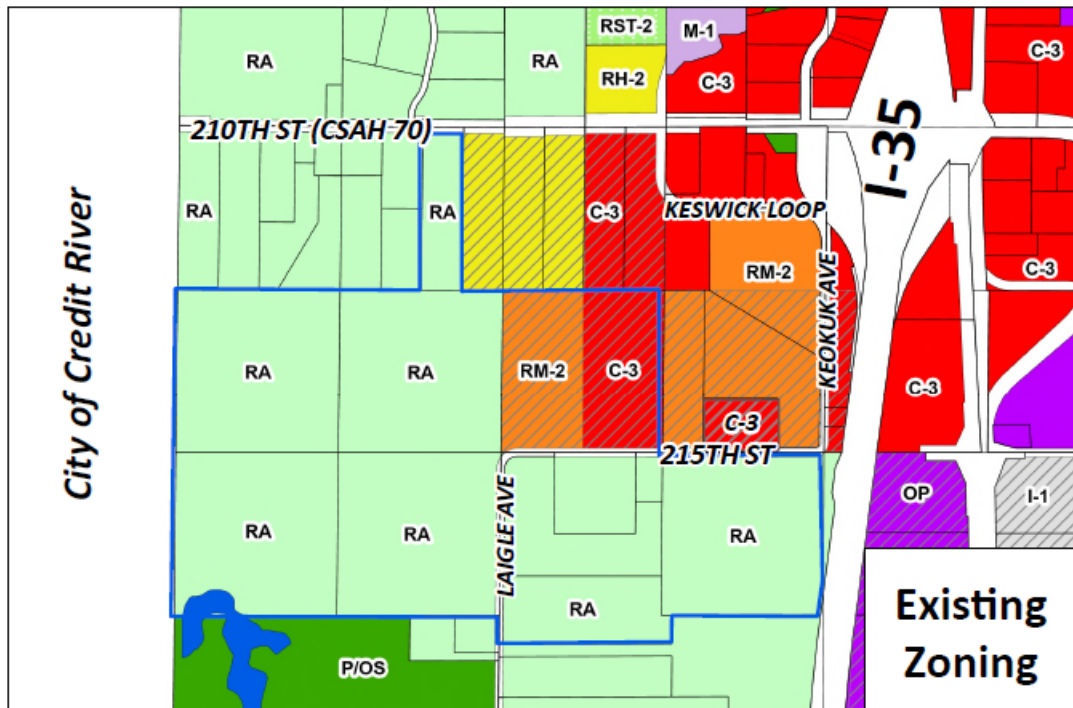
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COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

EXHIBIT B



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
ZONING MAP AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation for an amendment to the Zoning Map to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and from RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties are guided for Commercial and Rural Density Residential land uses by the 2040 Comprehensive Land Use Plan. Tradition Development has applied for an amendment to the 2040 Land Use Plan to change guided land use from Commercial to Medium/High Density and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. Tradition Development Corporation has applied for an amendment to the Zoning Map to change the zoning of the properties from C-3, General Commercial District to RM-3, Medium Density Residential District and from RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District.
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezonings to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District as illustrated in Exhibit D of the July 31, 2025 planning prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The subject site is located south of 210th Street and will be compatible with the existing and future land uses in the area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed residential land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

- d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: Tradition Development has applied for a Comprehensive Plan MUSA Staging Amendment to bring the property into the current MUSA and will be served by an extension of sanitary sewer and water services.

- e. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by 210th Street in addition to internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use

5. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director, is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: September 2, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

EXHIBIT A

Parcels included in the rezoning application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

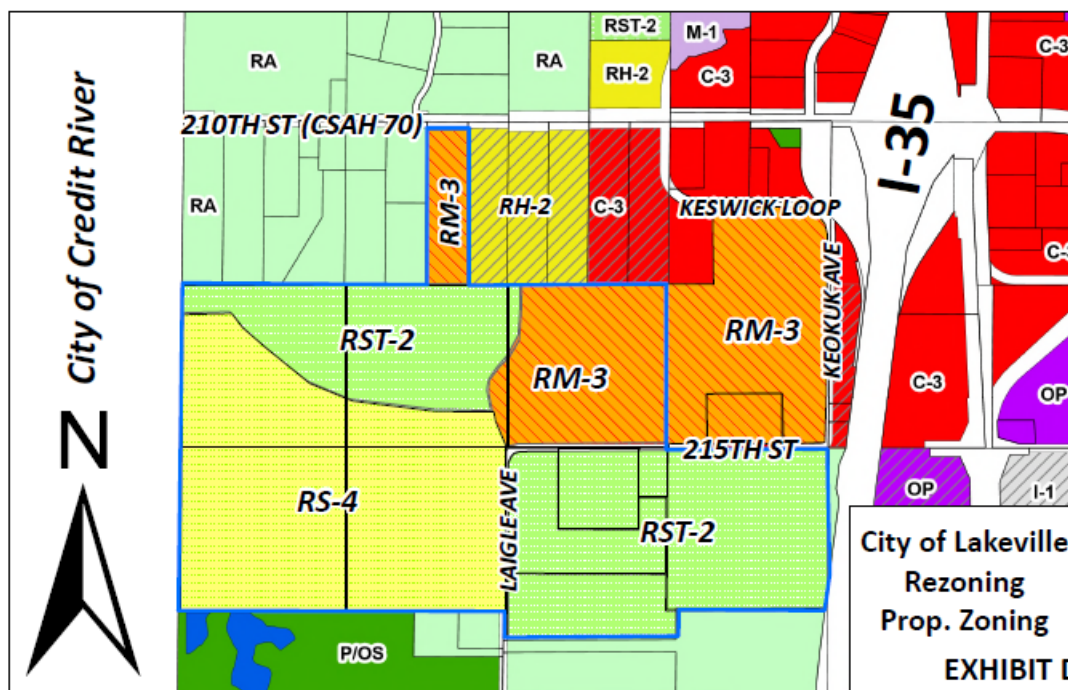
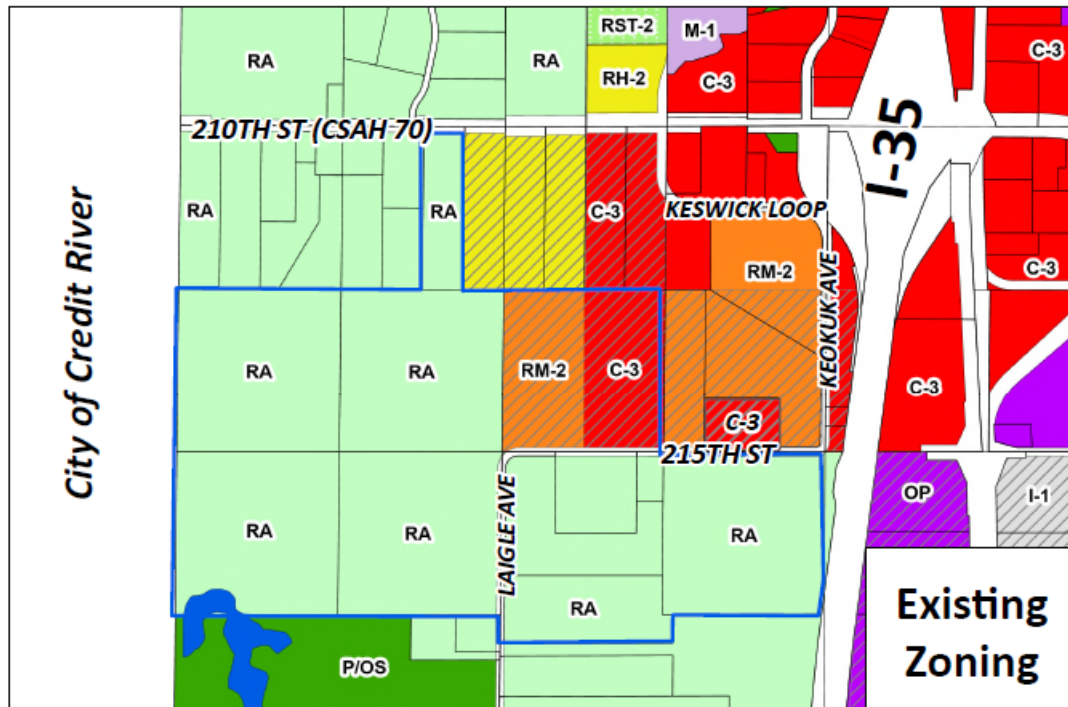
and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER

IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY
TORRENS CERTIFICATE NO. 115909

EXHIBIT B



- Commissioners Kaluza and Einck expressed their support for the changes staff made to the ordinance.
- Commissioner Traffas inquired how the one acre was chosen for the minimum lot size for already developed properties. Mr. Jorgensen stated that the one-acre size would address some of the concerns regarding preservation of woodlands, and is of a size that more easily accommodates replanting of trees on site.

Motion was made by Einck, seconded by Swaney to recommend to City Council approval of the ordinance amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to tree preservation.

Ayes: Duckworth, Traffas, Kaluza, Zimmer, Einck, Swaney

Nays: 0

6. ETS South Metro (application withdrawn)

7. Tradition Development

Chair Zimmer opened the public hearing to consider the application of Tradition Development for a Comprehensive Plan amendment to bring approximately 390 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density and Rural Density to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential; and a Zoning Map amendment to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

Todd Stutz of Tradition Development introduced the project. Mr. Stutz stated they currently own 200 acres of the overall 390 acres included in the application. Tradition Development is working in conjunction with the remaining property owners that have signed on to be a part of the project. Mr. Stutz provided an overview of the various steps and stated that this project is still within the early stages of a lengthy process.

Ms. Goodroad presented an overview of the applications. Tradition Development (Artemis Land Holdings, LLC) has applied for Comprehensive Plan MUSA staging and land use amendments and Zoning Map amendments as a first step towards a master plan for a new residential community in southwest Lakeville. Tradition Development has assembled five properties totaling 200.28 acres (property formerly owned by the Lenertz family) and is working on behalf of 16 other properties surrounding this area to be part of the amendment and potentially part of the new residential development totaling 390 gross acres. Tradition Development is committed to creating a new neighborhood parallel to Spirit of Brandtjen Farm with a variety of lot sizes, densities, quality

residential construction, open space and development amenities. A high-level concept plan for proposed land uses across the 21 properties has been prepared.

The Comprehensive Plan amendments include bringing approximately 390 gross acres of land into the current Municipal Urban Service Area (MUSA). Parcels are either staged Expansion Area B or Urban Reserve. The request also includes a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density and Rural Density to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential. There is also a Zoning Map amendment to rezone parcels to be consistent with the land use. The rezoning request is to change C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

The remaining six parcels located south of the amendment area are not proposed to be re-guided at this time but are likely to change as part of the 2050 Comprehensive Plan update. These parcels will more than likely be re-guided to Low Density Residential.

Ms. Goodroad stated that Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan amendment and the Zoning Map amendment.

Chair Zimmer opened the hearing for public comment.

The following people spoke:

Beth Loudon, 12330 210th Street
Steve Hellevik, 12430 210th Street
Bob Erickson, 19081 Inndale Drive
Katie Gross, 22100 Penn Avenue
Michael Baumann, 17876 Fulda Trail, Lakeville Schools
Brian Loudon, 12310 210th Street
Larry Jones, 12450 210th Street
Mark Zweber, 12320 210th Street
Christine Thompson, 21840 Laigle Avenue, via email.

Concerns raised from the public comment include:

- *Opinion that the proposed changes are premature*
- *Traffic concerns on 210th Street (CSAH 70); current impacts for residents along 210th Street and the impact of a future access to the Artemis development*
- *Impacts to wetlands, drainage, trees, and wildlife habitat*
- *Extension of trunk sanitary sewer is not programmed in the 2025-2029 CIP.*
- *Subdivision in Scott County shows future street connection.*
- *Impacts to the City's hunting map*
- *Impacts to the school district; City and ISD 194 need to be more strategic.*

- *Question about future street locations and whether City will use eminent domain to obtain land if owners aren't willing to sell.*
- *Not enough detail in the current plan for the school district to determine future school needs.*
- *Suggestion that the development use 2.5 acres lots as is being done by Tradition in New Market Township*
- *Question as to whether existing wells will be permitted to remain and whether Laigle Avenue would be paved from the south side of the development to the city boundary.*

Motion was made by Swaney, seconded by Einck to close the public hearing at 7:25 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Goodroad stated that the AUAR uses development scenarios to assess the impact on infrastructure such as traffic and roads as well as environmental impacts to wetlands, water, trees, wildlife, etc. and include mitigation measures to address said impacts from development of the site. The Parks, Recreation, and Natural Resources Committee will be involved in the evaluation of the master plan. Mr. Stutz from Tradition met with the Superintendent staff of ISD 194, supplying information regarding the projected number of families based on proposed housing types. The road plan is a conceptual layout at this time and the city does not have any history of using eminent domain. Ms. Goodroad added that the AUAR process typically takes about nine months to complete.

Assistant City Engineer Jon Nelson noted that the proposed extension of sanitary sewer along 215th Street on the east side of I-35 has been included in the proposed 2026-2030 Capital Improvement Plan (CIP), which is being drafted but added that the plan has not yet been approved by the City Council. He confirmed that the project was not included in the approved 2025-2029 CIP.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Traffas and Einck asked for clarification on the timing of the zoning amendments. Ms. Goodroad stated that moving forward with the comprehensive plan and zoning amendments now is so that the approved changes to the Comprehensive Plan and Zoning Map can be used as a scenario in the AUAR. As part of Met Council's review of comprehensive plan amendments, the city needs to demonstrate that the zoning of the parcels in questions will be consistent with the changes to the Comprehensive Plan.
- Commissioner Kaluza noted that these amendments are a first step in a long review process, of which there are many more steps before breaking ground on the site. He added that the City is approaching the end of the current comprehensive plan, of which there have been changes. He is supportive of the current proposal and comfortable moving forward with the next step.
- Commissioner Swaney asked about the jurisdiction notices and that the City hasn't yet heard back from everyone that was provided notice. Ms. Goodroad stated that jurisdictions have 60 days in which to provide a response but that typically responses are received with no comment.

Ms. Jenson added that the City Council must approve the proposed amendment, after which it is submitted to the Met Council for their review. Met Council will not deem the submittal complete until either the 60 days have passed since the notice was distributed, or a response has been received from each jurisdiction that was notified. Once that has occurred, then Met Council will begin their review of the proposed amendment.

Motion was made by Kaluza, seconded by Einck to recommend to City Council approval of the Tradition Development Comprehensive Plan amendments and the Zoning Map amendment and approval of the findings of fact dated August 7, 2025.

Ayes: Kaluza, Zimmer, Einck, Swaney, Traffas, Duckworth

Nays: 0

8. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC

Chair Zimmer opened the public hearing to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC for a Comprehensive Plan amendment to bring approximately 120 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Office Park to Warehouse/Light Industrial, and a Zoning Map amendment to rezone property from O-P, Office Park District to I-1, Light Industrial District.

Mike Brandt of Kimley Horn introduced the project.

Ms. Goodroad stated that Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC have applied for Comprehensive Plan MUSA staging and land use amendments as well as a Zoning Map amendment as a first step in development of these industrial properties. Dakota Waste Solutions, LLC has submitted plans for development of property south of 215th Street, directly south of their current operating location, to relocate the recycling and food processing businesses. OLAM Holdings 1, LLC recently completed an AUAR which identified the need for staging, land use and zoning amendments to support development of their properties for industrial uses. Concept plans are underway for multiple industrial buildings. A residential property located between the two OLAM Holdings properties has also been included at the owner's request.

The Comprehensive Plan amendment includes amending the staging on three parcels from Expansion Area B to the current Municipal Urban Service Area (MUSA). The request also includes a Comprehensive Plan amendment to re-guide those properties guided Office Park to Warehouse/Light Industrial. Finally, the application includes a Zoning Map amendment to rezone parcels the same parcels from OP, Office Park District to I-1, Light Industrial District.

Ms. Goodroad stated that Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.



Memorandum

To: Planning Commission
From: Tina Goodroad, Community Development Director
Date: July 31, 2025
Subject: Packet Material for the August 7 Planning Commission Meeting
Agenda Item: Tradition Development Comprehensive Plan and Zoning Map Amendments

BACKGROUND

Tradition Development (Artemis Land Holdings, LLC) has applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments as a first step in a master plan for a new residential community in southwest Lakeville. Tradition Development has assembled five properties totaling 200.28 acres (formerly Lenertz property) and is working on behalf of 16 other properties surrounding this area to be part of the amendment and potentially part of the new residential development totaling 390 gross acres (316 net acres). Tradition Development is committed to creating new neighborhood parallel to Spirit of Brandtjen Farm with a variety of lot sizes, densities, quality residential construction, open space and development amenities. A concept plan for proposed land uses across the 21 properties has been prepared.

The comprehensive plan amendments include bringing approximately 390 gross acres (316 net developable acres) of land into the current Municipal Urban Service Area (MUSA). Parcels are either staged Expansion Area B or Urban Reserve. The request also includes a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density, Rural Density to Low/Medium Density, Rural Density to Low Density and Rural Density to Medium/High Density. Finally, the amendment includes a zoning map amendment to rezone parcels to be consistent with the land use.

The remaining parcels located south of the amendment area (six parcels) will not be re-guided at this time but rather when the 2050 comprehensive update is completed. These parcels will more than likely be re-guided to Low Density Residential.

EXHIBITS

- A. Location Map
- B. Comprehensive Plan Staging Amendments
- C. Comprehensive Plan Land Use Amendments
- D. Zoning Map Amendments
- E. Overall Concept Plan

PLANNING ANALYSIS

The subject site involves 21 properties that are south of 210th Street, west of Keokuk Avenue, and east of the city boundary with Credit River.

Surrounding Properties

- North: Rural residential (RA, C/RAO, RH-2/RAO)
- South: Rural residential (RA) and Solberg Waterfowl Production Area (P/OS)
- East: Keokuk Avenue and I-35 (ROW)
- West: Large lot residential (Credit River)

Adjacent and Affected Jurisdiction Notification. As required in consideration of Comprehensive Plan Amendments, the proposed amendment has been submitted to 10 adjacent governmental jurisdictions, the affected school district (ISD 194), and the Metropolitan Council for review and comment. At the time of preparation of this report, more than half of the jurisdictions have responded. Staff received a comment from ISD 194, who indicated that they cannot support the change at this time due to limited information on how the change will affect facility needs and their need to formulate a growth timeline.

Comprehensive Plan Amendment. The comprehensive plan amendment is in two parts. The first request is to adjust the staging on the 21 properties from Expansion Area B (11 properties) and Urban Reserve (10 properties) to current MUSA, as illustrated in Exhibit B. Sewer will be extended from the east along 215th Street, which will also serve future industrial development east of I-35. The designation of Urban Reserve has always anticipated future urbanized development when sewer capacity is available. Through this extension (2026 project) sewer capacity will be made available to extend to these parcels.

The second part of the amendment is to re-guide parcels to land use designations based on the concept plan that will provide a range of densities and residential unit types. The re-guiding is illustrated on Exhibit C. Properties are proposed to be reguided as follows: from Commercial to Medium/High Density and Rural Density to Low Density, Low/Medium Density, and Medium/High Density.

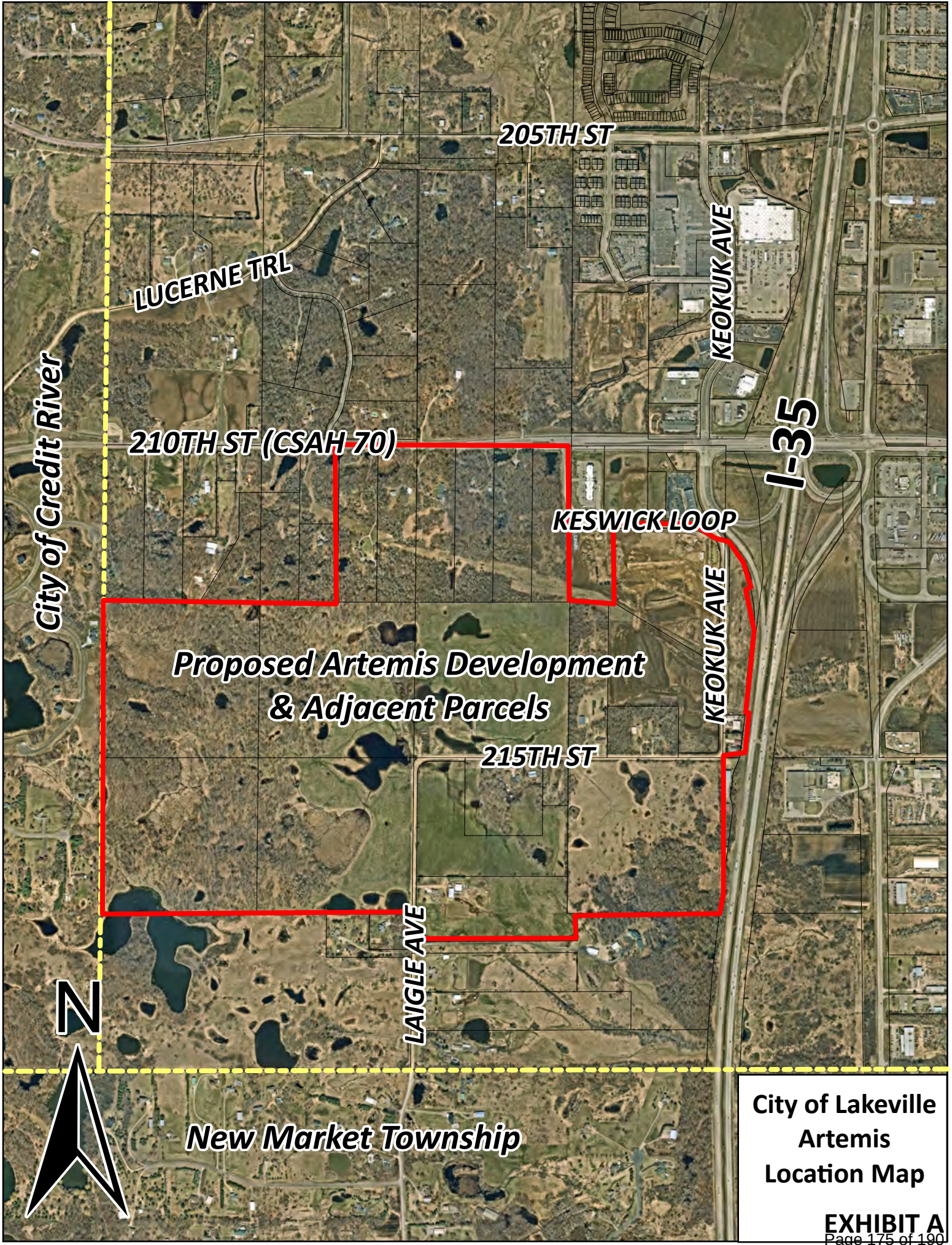
The concept plan and related proposed land use designations will result in the development having a minimum density of 3.5 units per acre, based on the combination of residential land uses across the entire 316 net acres.

Zoning Map Amendment. Consistent with the land use designations described above, the same properties are proposed for rezoning as illustrated in Exhibit D. Properties are proposed for rezoning as follows: from C-3, General Commercial District to RM-3, Medium Density Residential District, RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

RECOMMENDATION

Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

Findings of fact for approval of the comprehensive plan amendment and zoning map amendment are included with the packet materials for your consideration.



City of Credit River

LUCERNE TRL

205TH ST

KEOKUK AVE

210TH ST (CSAH 70)

I-35

KESWICK LOOP

**Proposed Artemis Development
& Adjacent Parcels**

KEOKUK AVE

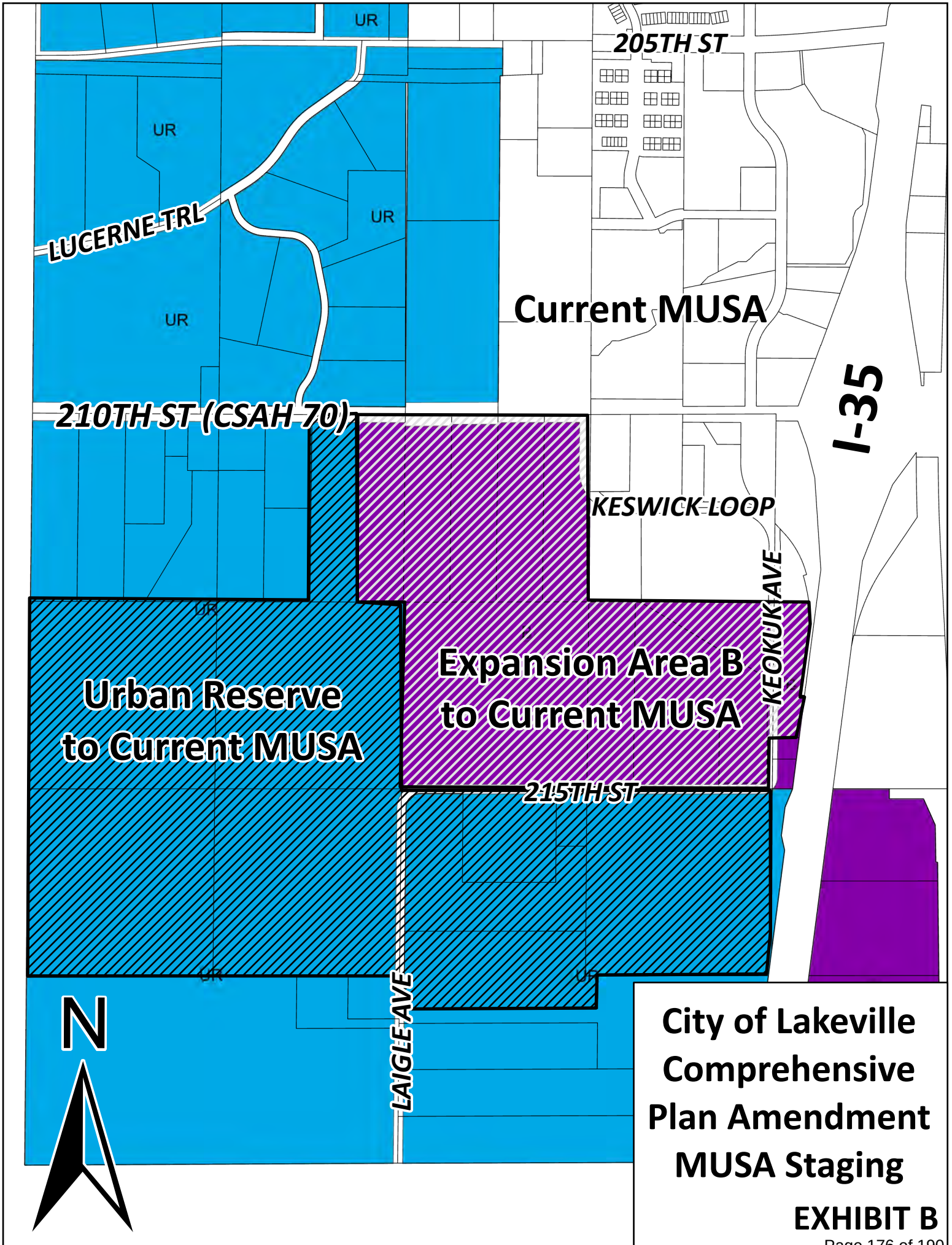
215TH ST

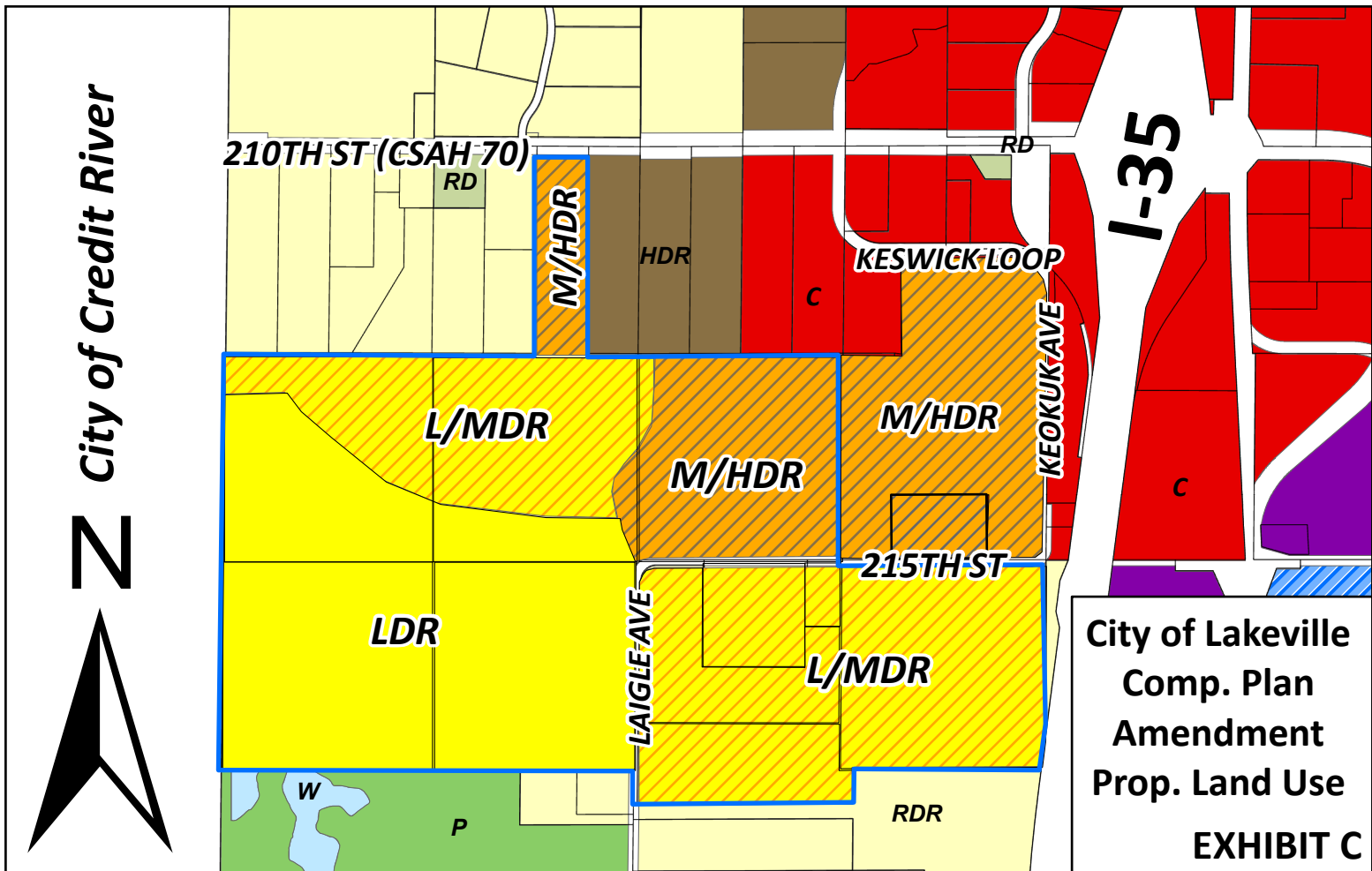
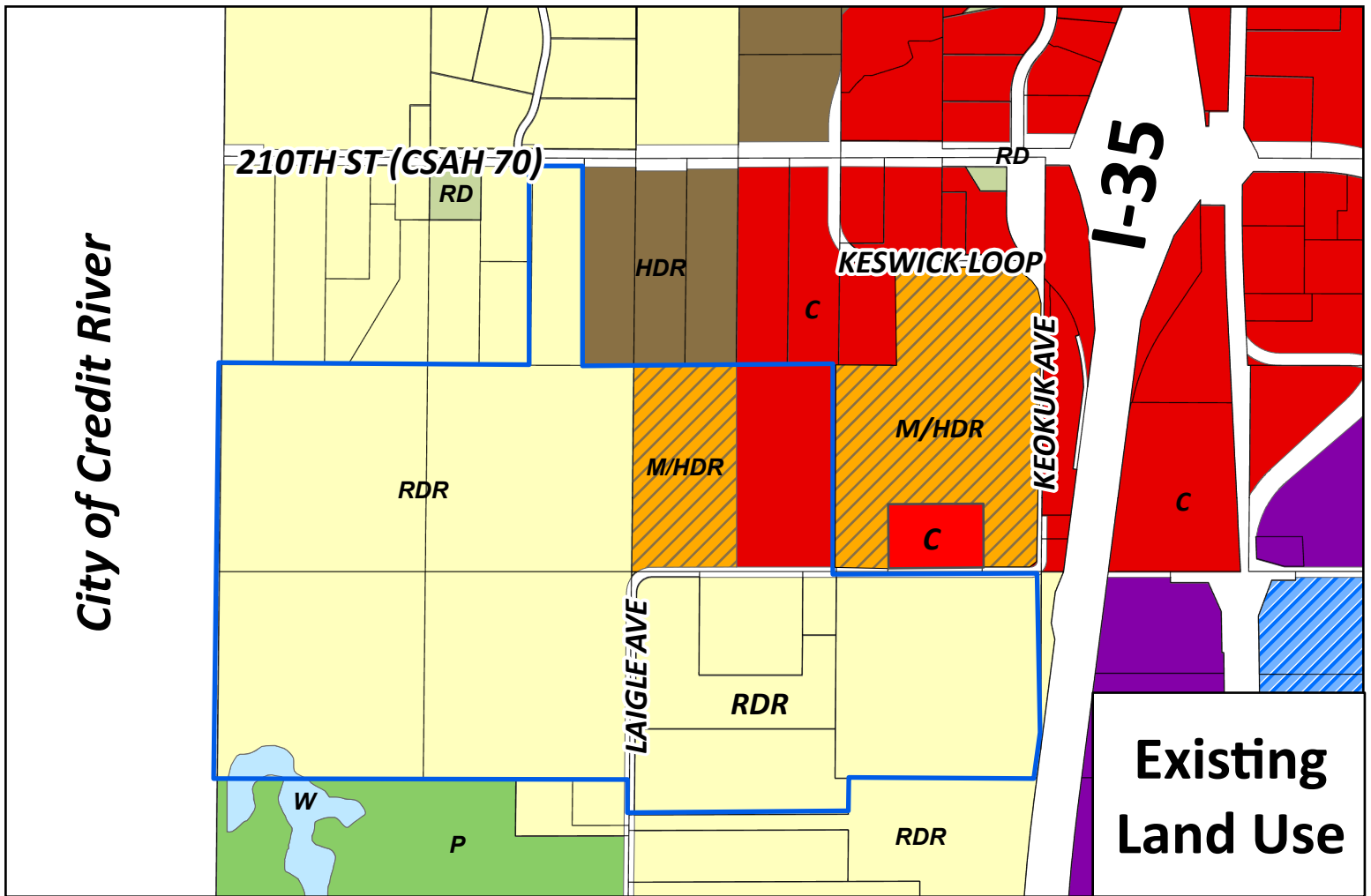
LAIGLE AVE

N

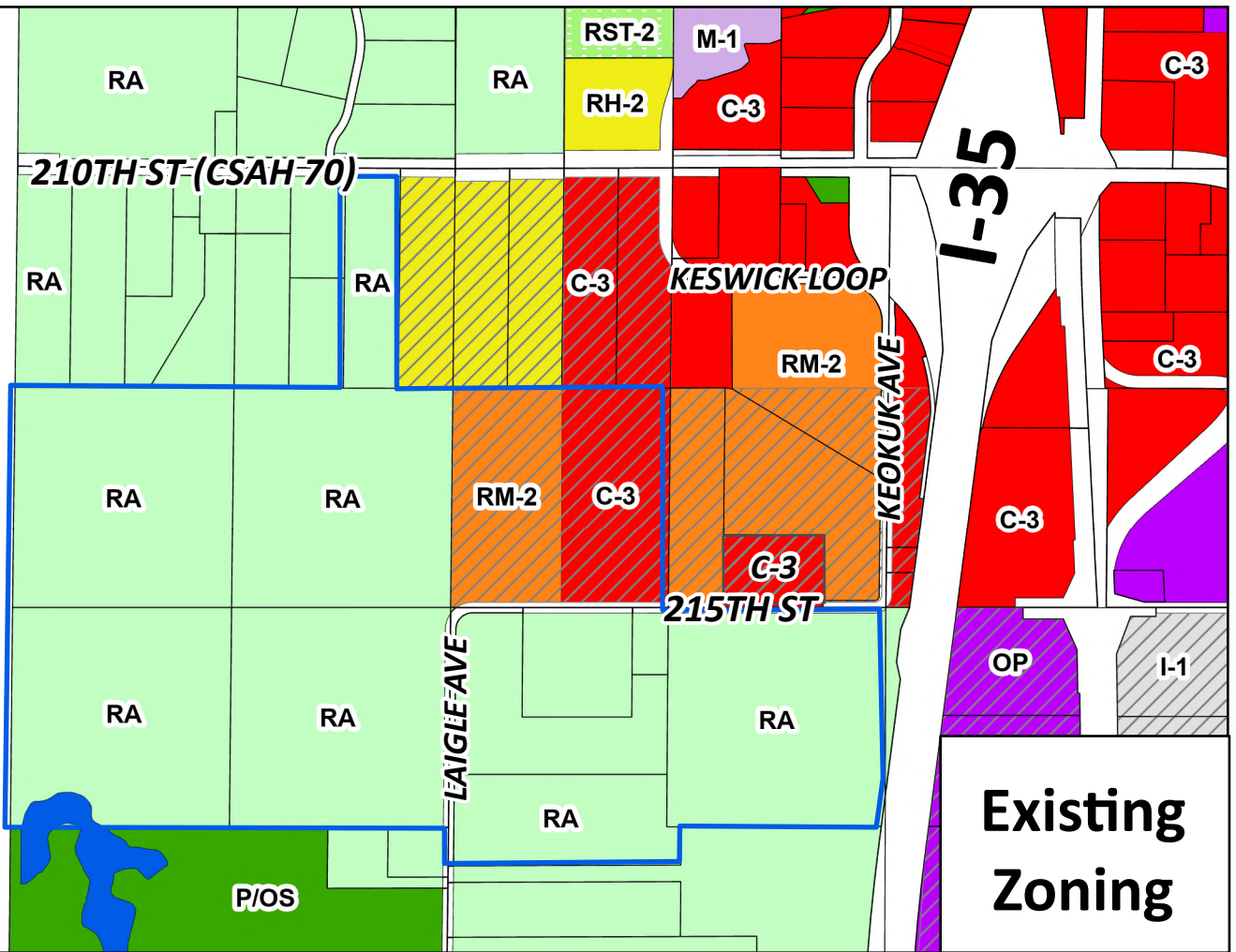
New Market Township

**City of Lakeville
Artemis
Location Map**

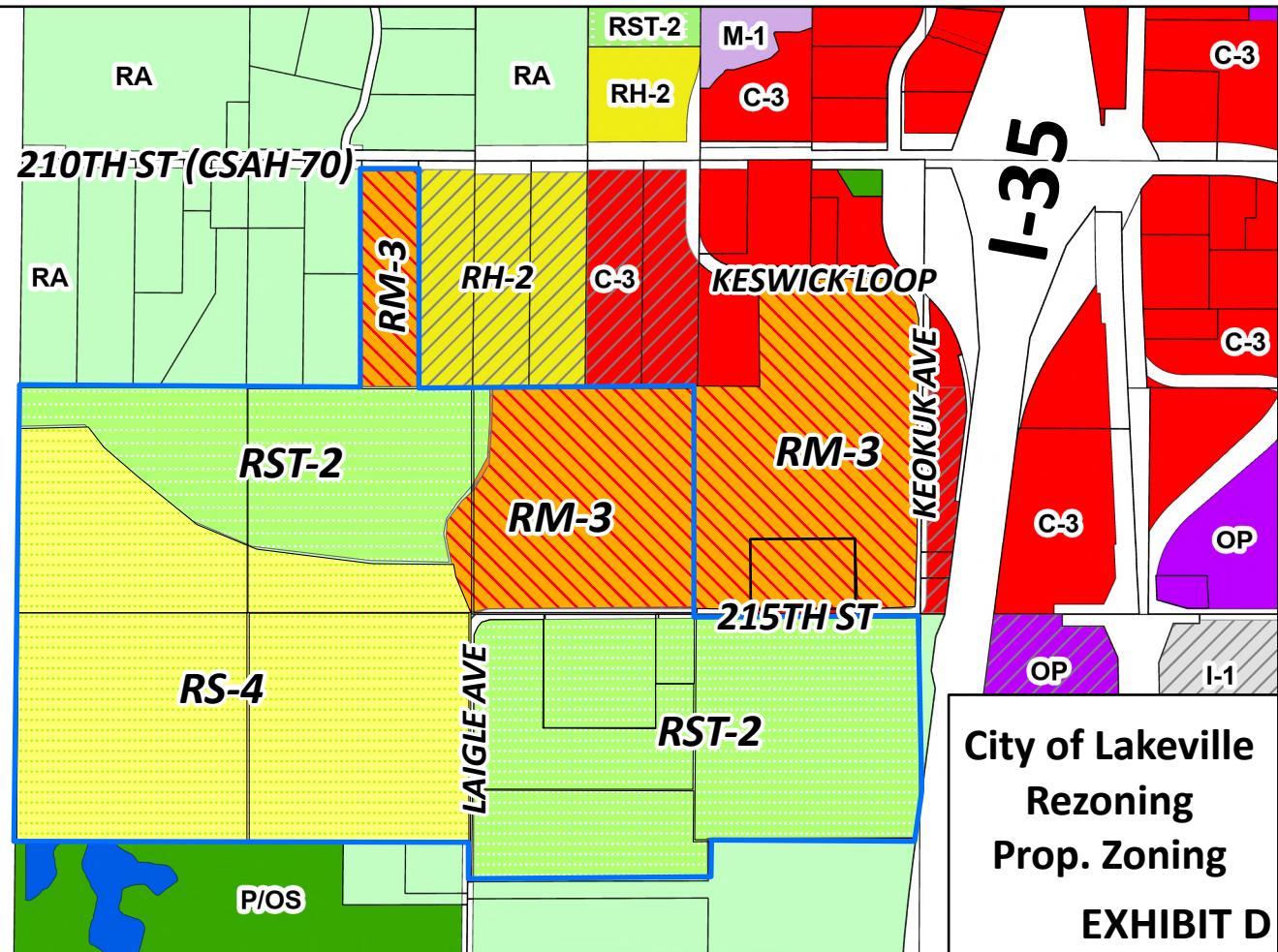
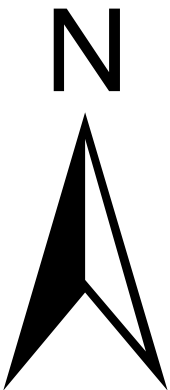




City of Credit River



City of Credit River



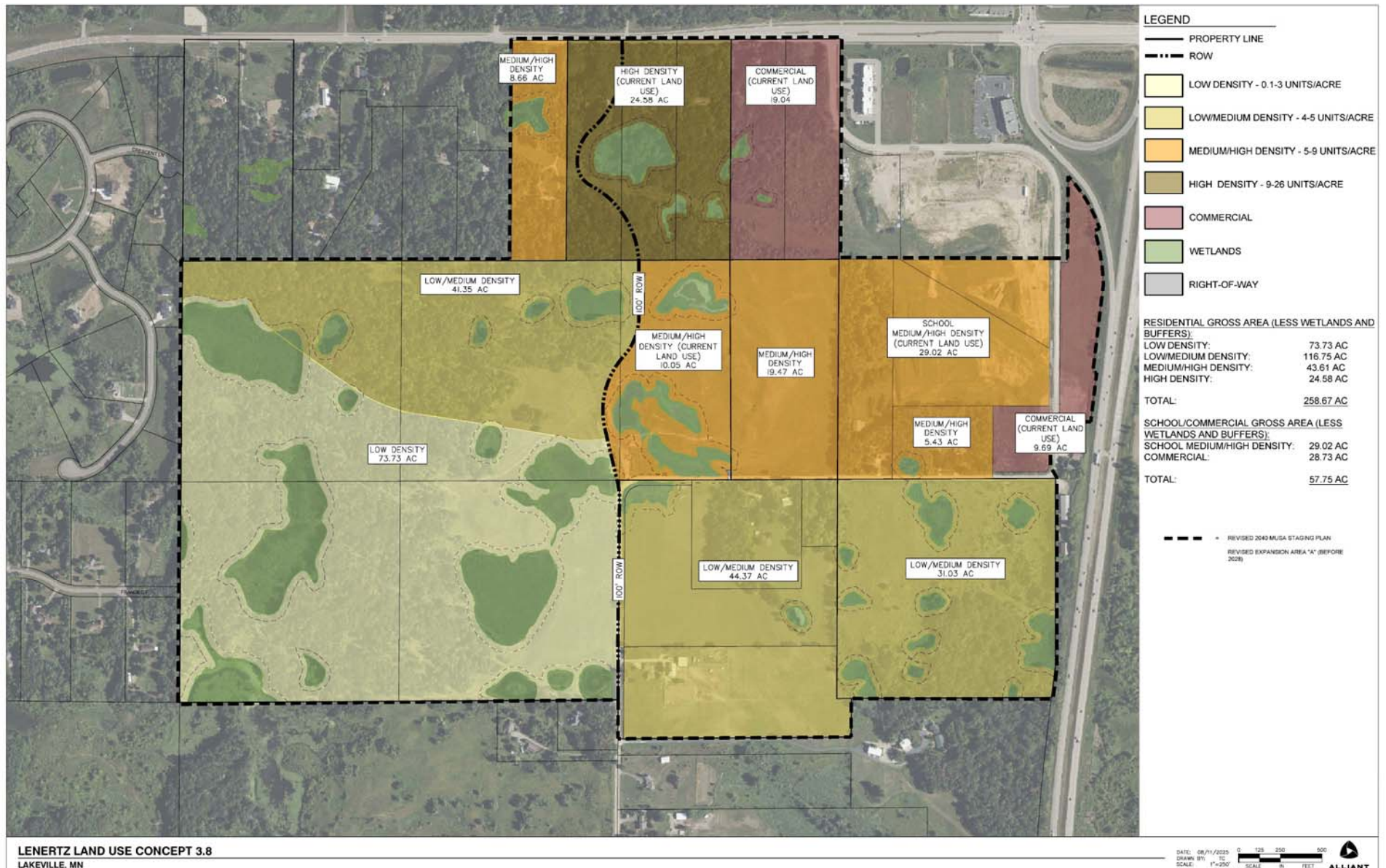


EXHIBIT E

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITON DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation to consider amendments to the MUSA Staging Plan and Land Use Plan of the 2040 Comprehensive Plan. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject properties proposed to be brought into the Current MUSA are staged as Expansion Area B or Urban Reserve.
2. The subject properties proposed for land use amendment are currently guided for Commercial, Rural Density Residential, and Medium/High Density Residential land uses in the 2040 Comprehensive Plan. Tradition Development has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land uses to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
3. The legal description of the properties is attached as Exhibit A.
4. The proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district. No comments were received at the time of publication of the July 31, 2025 planning report.
5. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial, Rural Density Residential, and Medium/High Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by

integrating new urban development within the City's natural resources in a compatible manner.

- b. The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

- c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

- d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services from east of I-35.

- e. Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

- 6. The planning report dated July 31, 2025, prepared by Tina Goodroad, Community Development Director is incorporated herein.**

RECOMMENDATION

The Planning Commission recommends that the City Council approve the Comprehensive Plan amendment as shown in Exhibits B and C, subject to the approval of the Metropolitan Council.

DATED: August 7, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____

Christine Zimmer, Chair

Exhibit A- Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County
Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP
300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County,
Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING
ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE
OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota
County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF
SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE
377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE
E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4
603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W
PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota
County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114,
RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT
E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

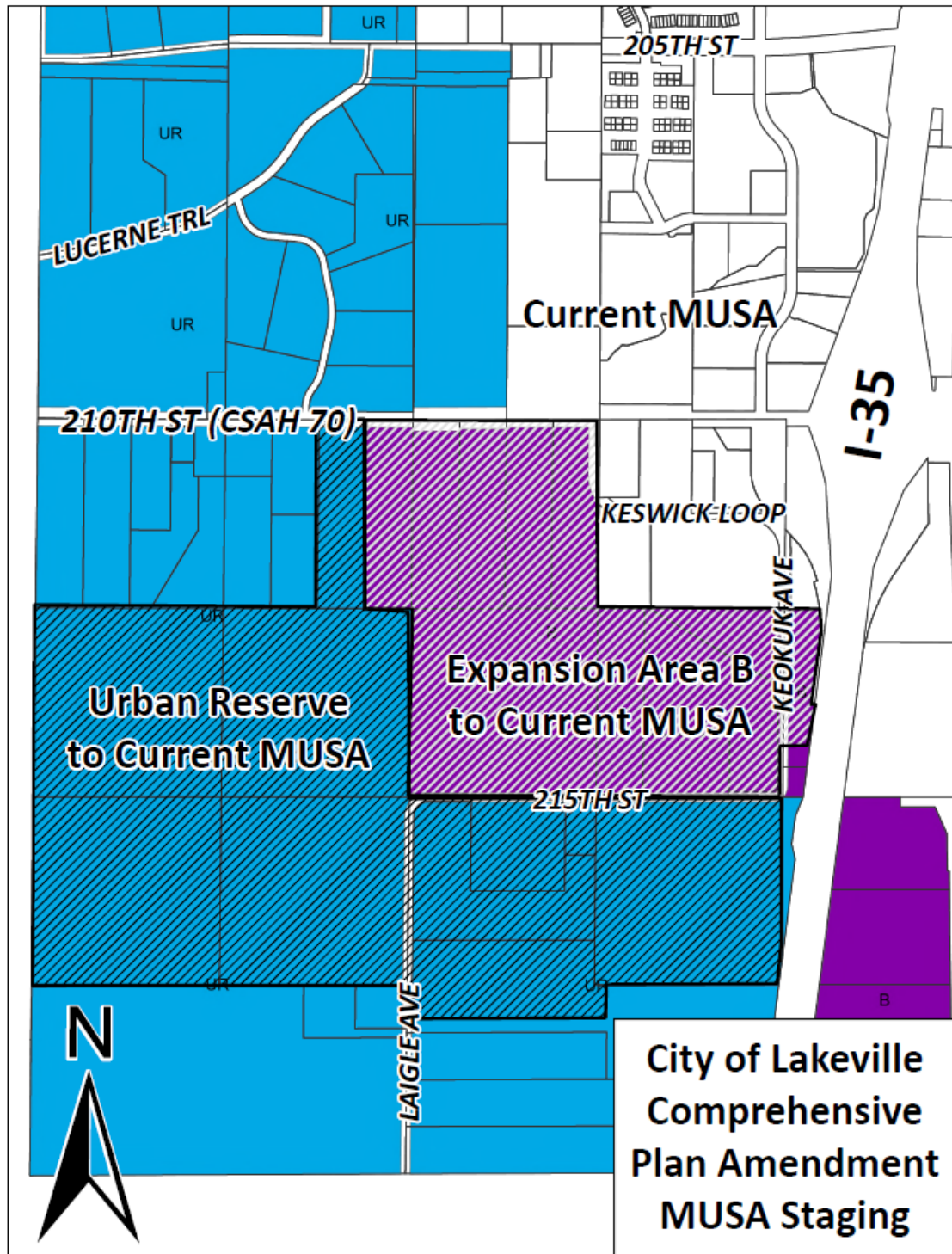
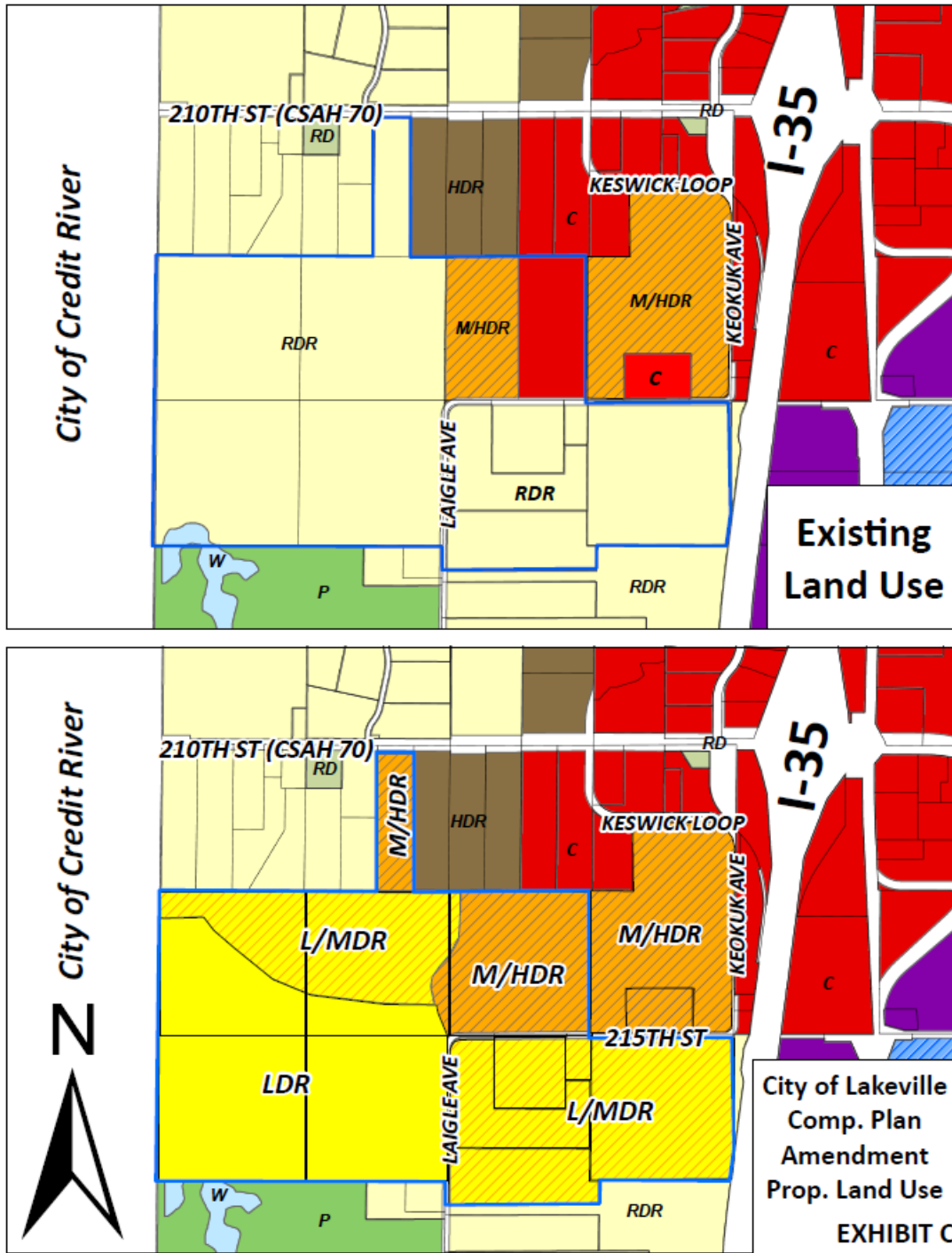


Exhibit C



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
ZONING MAP AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation for an amendment to the Zoning Map to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject properties are guided for Commercial and Rural Density Residential land uses by the 2040 Comprehensive Land Use Plan. Tradition Development has applied for an amendment to the 2040 Land Use Plan to change guided land use from Commercial to Medium/High Density and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. Tradition Development Corporation has applied for an amendment to the Zoning Map to change the zoning of the properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezonings to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District as illustrated in Exhibit D of the July 31, 2025 planning prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of

Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

b. The proposed use is or will be compatible with present and future land uses of the area.

Finding: The subject site is located south of 210th Street and will be compatible with the existing and future land uses in the area.

c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed residential land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: Tradition Development has applied for a Comprehensive Plan MUSA Staging Amendment to bring the property into the current MUSA and will be served by an extension of sanitary sewer and water services.

e. Traffic generated by the proposed use is within capabilities of streets serving the property.

Finding: The subject site is accessed by 210th Street in addition to internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use

5. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director is incorporated herein.

RECOMMENDATION

The Planning Commission recommends that the City Council approve the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: August 7, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____

Christine Zimmer, Chair

Exhibit A

Parcels included in the rezoning application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

